

Westchester Community College

State University of New York

MEMORANDUM OF AGREEMENT

WHEREAS, the County of Westchester (“County”), Westchester Community College (“College”) (hereinafter collectively referred to as “Employer”) and the Westchester Community College Federation of Teachers (“WCCFT”) are parties to a collective bargaining agreement (“CBA”) covering the terms and conditions of employment for members of a bargaining unit of employees including full-time and regular part-time professional employees and an agreement governing online instruction (“2015 Online Agreement”);

WHEREAS, on March 7, 2020, the Governor of the State of New York issued an Executive Order declaring a state disaster emergency for the entire state due to the communicability of COVID-19;

WHEREAS, on March 16, 2020, the Westchester County Executive declared a state of emergency in the County due to the emergency conditions produced by COVID-19;

WHEREAS, due to the exceptional circumstances caused by the COVID-19 pandemic including closure of the College campus, the parties informally agreed to temporarily require WCCFT unit members to teach online courses despite certain provisions in their 2015 Online Agreement;

WHEREAS, it is unclear whether the College will be able to resume in-person instruction for the Fall 2020 semester;

WHEREAS, the parties have held discussions as to how to maintain instruction should the College remain closed to in-person instruction for the Fall 2020 Semester and have reached a tentative agreement, subject to ratification by the WCCFT membership;


1. **NOW, THEREFORE**, it is hereby agreed, by and between the parties, as follows: The terms of the attached document titled “Remote Teaching Proposal Fall 2020” shall be incorporated into this Agreement and all remote instruction shall be subject to its terms (See Appendix 1);
2. All other terms and conditions of the CBA and 2015 Online Agreement (attached hereto as Appendix 2) shall remain the same and in full force and effect except as otherwise amended herein. The terms of this Agreement shall be subject to the grievance process in the CBA.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 17 day of ^{June} ~~May~~ 2020.

FOR THE EMPLOYER


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FOR THE WCCFT


JAMES WERNER
WCCFT PRESIDENT

DEIRDRE VERNE
WCCFT VICE PRESIDENT

REMOTE TEACHING PROPOSAL FALL 2020

In response to the health guidance coming from the State of New York regarding the on-going emergency due to the COVID-19 pandemic, the WCCFT agrees to remote work in Fall 2020 under the following conditions:

1. Remote Instruction shall be included as a subcategory of "Online Instruction," and this agreement shall be incorporated as an addendum to the 2015 Online Agreement.
2. Remote Instruction/Courses will be defined as:
 - a. A class that, but for the COVID-19 pandemic, would have been scheduled as a traditional in-person class session but will be conducted remotely with the same meeting dates and start and finish times as indicated on the schedule of instruction. Remote classes are not the same as fully online courses. Online courses are designed to be asynchronously delivered; remote courses will require at least some level of synchronous student engagement during scheduled class hours (e.g. via Blackboard Collaborate or Zoom), not to exceed the time parameters originally established for the course section's meetings, according to departmental best practices as determined in section 2.b. below.
 - b. A course that is delivered Synchronously is defined as one in which students are expected to participate in the class during assigned times. This could include a combination of direct instruction via video or live teaching, timed assignments, timed assessments, live discussions and/or Q&A sessions, as determined by departmental best practices (see "c" below).
 - c. Department Chairs working in conjunction with the DC Committee may choose to determine best remote academic practices by course. For example, some Departments may allow pre-recorded or asynchronous material used in conjunction with live lecture. At the discretion of the Department Chair, guidelines regarding the required amount of synchronous instruction will be distributed to all faculty in the department and copied to the School Dean by June 30, 2020.
 - d. Similar to a traditional in-person class, course SLO's must be met but the instruction is at the discretion of the instructor in keeping with departmental guidelines for the course.
 - e. Faculty absences due to sick/personal days will be reported via e-mail according to the standard school operating procedures established by the Dean.
3. For the Fall 2020 semester, a school issued computer will be provided to fulltime faculty in need by August 1, as supplies are available. Adjuncts assigned to teach in Fall 2020 and in need of a computer will be provided a computer no later than August 25, as supplies are available. The College maintains ownership of the laptop/tablet and IT will maintain these computers. Faculty who do not request a college-owned laptop, excluding faculty already teaching fully on-line courses and those who are already in possession of a college-owned laptop, or do not have a college-owned laptop because demand exceeded supplies, will receive a one-time payment of \$200 to cover technology costs associated with remote instruction.
4. Faculty who have taught an online or hybrid course at WCC or have completed online training as of this agreement will be considered qualified to teach remotely.
5. Faculty may request a waiver by June 22 from remote training by obtaining approval for remote teaching directly from their Department Chair, with feedback from the Office of Adjunct Services, Professional

Development and Online Education. Approval will be granted based on a review of an existing Blackboard course shell. After this review is completed, decisions about waivers are final.

6. All other faculty teaching in Fall 2020 and not covered above (#4 or #5) will be required to complete a two (2) hour online technical training provided by the WCC Office of Adjunct Services, Professional Development and Online Education. Technical training for Blackboard skills will cover:
 - a. Blackboard Collaborate (or Zoom) - sharing files, polling, recording, white board.
 - b. Blackboard Gradebook & Assessments
 - c. Blackboard Assignments
 - d. Blackboard Discussion
 - e. Blackboard Communication
 - f. Blackboard Retention Center
7. Blackboard Remote Technical Training will be offered beginning as soon as possible and throughout the summer months in order to facilitate course assignments for Fall 2020. A schedule of remote training sessions will be provided to faculty no later than June 15, 2020. Enough sessions must be offered to accommodate the large number of faculty who may still be untrained. A list of 'graduates' will be provided to Department Chairs no later than August 1 so that Fall course assignments can be made in a timely manner.
8. Upon request, Department Chairs will make available a current list of Remote Approved Faculty to ensure transparency in the assignment of courses.
9. Approval for Remote Teaching is equivalent to one third of the training required for Online Certification.
10. All Faculty will provide Course Outlines to Department Chairs and post them on Blackboard by the first day of their course. Department Chairs may ask a Faculty member to revise a course outline after the first day of their course. All course outlines should include the following: *"The instructor reserves the right to make changes to the course outline."* Course Outline changes will be made by the faculty member in a timely manner. The instructor is responsible for notifying students of any changes requested by the Department Chair.
11. During periods of remote instruction, full-time faculty who are teaching remotely will be required to hold their regular number of office hours according to 4.3 of the contract. Office hours will be used to interact with students via email, or by pre-arranged meetings using Blackboard Collaborate or Zoom.
12. Faculty Departmental, Divisional, School or Dean meetings should be scheduled during the Common Hours whenever possible, and not scheduled during periods of remote instruction in excess of previously established patterns.
13. Fall 2020 aggregate Blackboard activity data will be made available to the union prior to the conclusion of the Fall 2020 semester.

14. In anticipation of the planning required for a remote Fall 2020 semester, Department Chairs (or their designee) and Assistant Chairs (or their designee) will be compensated for up to 30 hours each for summer work at their contractual hourly rate. Compensation is for Departmental work related to supporting the conversion of curriculum to remote teaching. This includes: Providing leadership to department faculty regarding remote teaching and curriculum; and, assisting in the review of Blackboard shells with guidance from the Office of Online Learning for the purpose of waiving the requirement of training for Remote Teaching (#5) for those faculty requesting waivers. Department Chairs and/or their designees will be expected to keep track of time worked and provide this to their School Deans by August 31, 2020 for reporting purposes.
15. In the event that a Faculty member is unable to continue working remotely due to technology failure, they shall be excused from performing duties without a loss of pay for up to 7 calendar days while they work with the College to resolve the problem. This time period begins when a request is made to the School Dean for assistance. "Technology failure" refers to hardware and software issues. Problems relating to an internet service provider that cannot be solved using College-owned hardware or software are not the responsibility of the College. In the event a technology failure continues beyond 7 calendar days, accommodations will be provided on campus for conducting the course remotely. The College reserves the right to limit such accommodations beyond 14 calendar days.
16. Adjunct faculty teaching remotely in Fall 2020 will receive an additional two hours of pay at their regular adjunct rates, regardless of the number of courses they teach, as compensation for converting courses to remote instruction.
17. The maximum class size for a remote class in the Fall 2020 semester shall be 30 students or the campus planning norm, whichever is lower. If remote classes continue to be offered after the current COVID-19 emergency has ended, the maximum class size for a remote class shall be 25 students or the campus planning norm, whichever is lower. The parties shall meet at a mutually agreed upon time prior to the Spring 2021 semester for the purpose of negotiating continuation of this Agreement.
18. This agreement does not apply to WEOC. The parties agree that if either side wishes to make changes for Fall 2020 relating to WEOC, then both parties agree to meet and negotiate any of these issues.