

MEMORANDUM OF AGREEMENT

When signed below, this shall constitute an Agreement between the Faculty Association of Suffolk County Community College ("Faculty Association") and Suffolk County Community College ("College") (collectively, the "Parties") regarding an extension and a waiver of the Distance Education (DE)/ online course load limitations for the Spring 2022 semester:

WHEREAS, the College and the Faculty Association are parties to a Collective Bargaining Agreement ("CBA") with a term of September 1, 2019 to August 31, 2022; and

WHEREAS, the Parties executed a Memorandum of Agreement on August 20th, 2021 memorializing the Parties' understanding with respect to certain cost-savings measures implemented in the 2021-2022 academic year in connection with the impact of the COVID-19 pandemic at the College, including a waiver of the Appendix J restriction on the portion of a full-time faculty member's basic load that can be taught DE/online; and

WHEREAS, due to the continuing COVID-19 pandemic and resulting enrollment trends for the Spring 2022 semester, the Parties wish to extend the term of the MOA and increase for the semester the waiver of DE/online course load limitations from forty percent (40%) to sixty percent (60%) of the full-time faculty's basic load.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:


1. Based upon the continued need for courses to be taught in various DE/online modalities as a result of the COVID-19 pandemic, the Parties agree to a one-time increase of the DE/online limitation of Appendix J to allow full-time faculty to teach up to sixty percent (60%) of their basic load (three (3) sections totaling no more than nine (9) credits) in the DE/ online modalities through the Spring 2022 semester.
2. The College will determine the number of courses that will be taught in any DE/online modality based on student enrollment and the College's operational needs.
3. The Parties agree that the Campus Executive Deans may waive the DE/online restriction of this MOA in cases where full-time faculty members cannot with due diligence meet their basic load as defined in Article IV of the CBA due to the insufficiency of in-person classes which the faculty member is certified or qualified to teach. A list of faculty that have received a waiver under this section shall be provided to the Faculty Association by Human Resources.
4. For Faculty who are provisionally certified to teach under Quality By Design (QBD) I in the online modality, the College will make available training or professional development training on a space available basis in order for those faculty to attempt to receive permanent certification. Such faculty will be able to participate in QBD II training for Spring and Summer 2022 on condition that they do so without any reassigned time or adjunct/overload compensation, notwithstanding any provision to the contrary in Appendix J of CBA or in any other provision of the CBA.

5. The Faculty Association agrees not to file any claim, charge, or grievance relating to this Agreement except to enforce this Agreement.
6. Except as specifically set forth herein, it is agreed that the provisions of this Agreement shall be non-precedent-setting, shall not constitute a practice or policy on the part of the College or the Faculty Association, and shall not be construed as modifying any of the terms of the existing CBA, or any practices that may exist between the College and the Faculty Association.
7. In addition, the parties are entering into this Agreement solely due to the unique circumstances of the instant situation. This Agreement may not be cited in any other matter, including but not limited to, any grievance, grievance hearing, arbitration, PERB conference/hearing, court matter or any other similar proceeding, except to enforce the provisions of this Agreement.
8. This Agreement is the complete and exclusive statement of the agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
9. This Agreement may not be amended or modified orally; this Agreement can only be amended or modified by written agreement, signed by authorized representatives of both parties.
10. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SUFFOLK COUNTY COMMUNITY COLLEGE

Dated: 1/19/2022

By: 
 Angelica Rivera
 Assistant Vice President,
 Human Resources

FACULTY ASSOCIATION

Dated: 1.19.2022

By: 
 Dr. Dante Morelli, President