

AGREEMENT, made this __ day of August, 2020 by and between the negotiating representatives of the NASSAU COMMUNITY COLLEGE FEDERATION OF TEACHERS (hereinafter referred to as the "NCCFT") and the negotiating representatives of NASSAU COMMUNITY COLLEGE (hereinafter referred to as the "College").

1. **GENERAL:**

The labor agreement between the parties for the period of September 1, 2017 to August 31, 2020, will expire on August 31, 2020. The parties herewith agree that said labor contract shall be modified effective as of September 1, 2020 to the extent set forth herein, as a result of their collective bargaining for a successor contract to said expired contract. Except for changes to the contract expressly set forth herein and changes in the language of the parties' labor contract made necessary by the following agreement, the provisions of said labor contract shall remain unchanged. Italicized text is set forth as precise contract language to be inserted as is set forth in this Memorandum of Agreement into the parties' formal labor contract. It is understood that items of agreement not set forth in italicized text will require the drafting of contract language for subsequent insertion into the parties' more formal agreement. It is understood that items of agreement set forth as precise contract language in italicized text may require revision of existing labor contract language to accommodate the insertion of said italicized text.

This Memorandum of Agreement shall be submitted to the COUNTY EXECUTIVE of the County of Nassau for execution as the negotiating representative of the County of Nassau. Said execution is required because the College and County of Nassau are "joint employers" under the Taylor Law of the State of New York.

2. **CONTINGENCIES:**

- A. This Memorandum of Agreement ("this Agreement") is subject to formal ratification by the Board of Trustees of the College and the membership of the NCCFT. Ratification by the College and the membership of the NCCFT shall occur within ninety (90) days of the date of execution of this Agreement by the negotiating representatives of the College and the NCCFT. If either the Board of Trustees of the College or the membership of the NCCFT fails to ratify or fails to act within the aforesaid period, this Agreement shall be of no further force and effect and shall be a nullity. Notwithstanding the foregoing, the negotiating representatives for each party will urge their respective principals to ratify this Agreement.
- B. It is expressly understood and agreed that subsequent to the foregoing ratifications, this Memorandum of Agreement is also subject to ratification by the County Legislature, which ratification will occur subsequent to execution

of this Memorandum of Agreement by the College, the NCCFT and the County Executive, and subsequent to ratification of this Memorandum of Agreement by the Board of Trustees of the College and the membership of the NCCFT. The parties acknowledge that ratification of this Memorandum of Agreement by the County Legislature is required because the College and County of Nassau are currently designated as "joint employers" by the Public Employment Relations Board ("PERB") under the Taylor Law of the State of New York. Such County Legislature ratification shall occur within sixty (60) days of the date of execution of this Memorandum of Agreement, or upon a date subsequent thereto as agreed to by the College and the NCCFT. If the County Legislature fails to ratify this Memorandum of Agreement within the aforesaid sixty (60) day period, or on or before an agreed upon subsequent date, this Memorandum of Agreement shall be of no further force and effect and shall be a nullity.

- C. The negotiating representatives of the College will urge the County Executive to execute this Memorandum of Agreement. The negotiating representatives of the College will urge the College Board of Trustees to ratify this Memorandum of Agreement. The County Executive and the College will urge the County Legislature to ratify this Memorandum of Agreement. The NCCFT will urge its membership to ratify this Memorandum of Agreement.
- D. Following successful completion of these various ratifications, the parties agree to subsequently incorporate this Memorandum of Agreement and their current labor contract which will expire on August 31, 2020 into a new integrated successor collective bargaining agreement for a term commencing on September 1, 2020 to and including August 31, 2022.

3. **TERMS:**

A. **Duration:**

The duration of this agreement shall be from September 1, 2020 up to and including August 31, 2022.

- B. **Salary:** Section 23-1 of the labor contract shall be modified to reflect the following changes:

2020 - 2021 Contract Year:

During the 2020-2021 contract year, the salary schedule in effect on August 31, 2020 for unit members shall be increased by one percent (1.0%). Effective September 1, 2020, eligible unit members will be granted one-half of their applicable step increment.

2021 – 2022 Contract Year:

During the 2021-2022 contract year, the salary schedule in effect on August 31, 2021 for unit members shall be increased by one percent (1.0%). Effective September 1, 2021, eligible unit members will be granted the remaining one-half of their applicable step increment, not granted during the prior year.

The following example is provided for illustrative purposes only to explain the reference to “one-half of their applicable step increment” referred to above. For example, an Assistant Professor on Step 5 of the salary schedule on August 31, 2020 will be granted, effective September 1, 2020, an increment equal to one-half of the value of the difference between the salary expressed for Step 5 of the Assistant Professor column and the salary expressed for Step 6 of the Assistant Professor column as of September 1, 2020. On September 1, 2021 said professor will be granted an increment equal to the remaining one-half of the value of the difference between the salary expressed for Step 5 of the Assistant Professor column and the salary expressed for Step 6 of the Assistant Professor column as of September 1, 2021. The professor’s step placement as of September 1, 2022 will be Step 6 of the Assistant Professor column, rather than Step 7 of the Assistant Professor column, which would have been the professor’s step placement had full increment been granted for the 2020-2021 and 2021-2022 contract years. During the two-year period, September 1, 2020 to August 31, 2022, the professor will be granted a total of one rather than two incremental steps, comprised of the two ½ steps.

As set forth in Section 23-2 of the parties’ current labor contract, increments shall not be automatically paid after contract expiration.

C. Attendance Reporting:

Effective next academic year (i.e., as of September 1, 2020), all faculty members shall be required to use the new electronic system for attendance reporting purposes. Such requirement shall not be added to the contract but shall survive execution of this Memorandum of Agreement.

D. Sick Leave/Absences:

Section 27-1(b) of the parties’ labor contract shall be amended as follows: *a unit member has at least five (5) consecutive absences due to illness.*

E. Classroom Observations

All scheduled classroom observations of faculty members which are conducted while the College is modifying instruction due to the pandemic will take place

remotely with advance notice to the faculty member provided that the faculty member is providing remote instruction. However, if the College administration has a documented reason to believe a faculty member's performance delivering remote instruction may not be satisfactory - as defined by the department's evaluation criteria - then, once the Department Chair has been notified and given the opportunity to address those concerns and appropriate time to correct any issues, the administration may administer unannounced remote observations. The College employee conducting said observation (consistent with Section 18-4 of the NCCFT contract) shall notify the faculty member of his/her presence. The foregoing agreement with respect to classroom observations shall not be added to the contract but shall survive execution of this Memorandum of Agreement. The termination of the pandemic will be determined based upon the Centers for Disease Control and Prevention ("CDC") declaration.

A violation of the terms of this provision shall be subject to the grievance procedure set forth in the NCCFT CBA. This provision regarding classroom observations shall sunset effective August 31, 2022. The NCCFT herewith expressly waives the applicability of Section 209-a(1)(e) of the Taylor Law to the entirety of this provision.

F. Committee for Promotional Protocol - Section 58:


A committee of six (6) co-chaired by a member of the Administration, designated by the President of the College, and a member of the NCCFT unit, designated by the President of the NCCFT, comprised of two additional committee members appointed by the College and two additional committee members appointed by the President of the NCCFT, shall be created as soon as is practicable following both parties' ratification of this Memorandum of Agreement. The Committee shall be charged with reviewing and making recommendations regarding the establishment of promotional protocols for the promotion of professional faculty from T3 to T4 and from P4 to P5. Committee work shall be concluded by the end of the Spring semester of 2021 unless further extended by the agreement of the President of the College and the President of the NCCFT. This provision regarding the establishment of a committee to review and develop recommendations shall sunset effective May 31, 2021. The NCCFT herewith expressly waives the applicability of Section 209-a(1)(e) of the Taylor Law to the entirety of this provision.

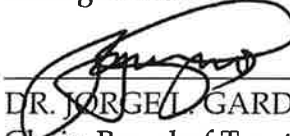
G. Committee for LINCC Program

A committee of four (4) co-chaired by a member of the Administration, designated by the President of the College, and a member of the NCCFT unit, designated by the President of the NCCFT, comprised of one additional

committee member appointed by the College and one additional committee member appointed by the President of the NCCFT, shall be created as soon as is practicable following both parties' ratification of this Memorandum of Agreement. The Committee shall be established to assess the LINCC program, including how it was developed over time and its relationship to the core mission of the College. Based on that assessment, the Committee will make recommendations about the future of ESL instruction at the College. Committee work shall be concluded by May 31, 2021 unless further extended by the agreement of the President of the College and the President of the NCCFT. This provision regarding the establishment of a committee to review and analyze shall sunset effective May 31, 2021. The NCCFT herewith expressly waives the applicability of Section 209-a(1)(e) of the Taylor Law to the entirety of this provision.

NASSAU COMMUNITY COLLEGE
NEGOTIATING REPRESENTATIVES

dated: 8/27/2020 
DR. JERMAINE F. WILLIAMS
College President

dated: 8/30/2020 
DR. JORGE L. GARDYN
Chair, Board of Trustees

dated: 
DONNA HAUGEN, ESQ.
College General Counsel

NASSAU COMMUNITY COLLEGE
FEDERATION OF TEACHERS
NEGOTIATING REPRESENTATIVES

dated: 8/27/2020 
DONNA HOPE
President

Approved By: 
LAURA CURRAN
County Executive, Nassau County

1/27/21
date