

## **MEMORANDUM OF AGREEMENT**

**WHEREAS**, Utica College ("College") and the American Association of University Professors, Utica College Chapter ("Union") are parties to a collective bargaining agreement for the period June 1, 2015 through May 31, 2020 ("Agreement");

**WHEREAS**, the parties entered into a one-year contract extension ("Extension"), to expire on May 31, 2021, which modified the Agreement in certain respects;

**WHEREAS**, on June 24, 2020, the Union requested effects/impact bargaining regarding the College's reopening plan and schedule/calendar for Fall 2020;

**WHEREAS**, the College agreed to engage in effects/impact bargaining with respect to the Union's request;

**WHEREAS**, the parties have engaged in such effects/impact bargaining and wish to memorialize certain agreements as a result of those negotiations;

**NOW, THEREFORE**, the parties agree as follows:

1. For undergraduate ground campus students who are approved by the College to complete the semester entirely online due to COVID-related circumstances, including disciplinary sanctions for COVID health and safety violations:

A. For the Fall 2020 semester:

- If a student goes online for the rest of the semester on or before September 11, the bargaining unit member teaching the course shall receive:
  - 6 NTT Credits for the first student that goes fully online in each section.
  - 3 NTT credits for each additional student that goes fully online in each section.
- If a student goes online for the rest of the semester after September 11 and on or before October 2, the bargaining unit member teaching the course shall receive:

- 4 NTT Credits for the first student that goes fully online in each section.
- 2 NTT credits for each additional student that goes fully online in each section.
- If a student goes online for the rest of the semester after October 2 and on or before October 30, the bargaining unit member teaching the course shall receive:
  - 2 NTT Credits for the first student that goes online in each section.
  - 1 NTT credit for each additional student that goes online in each section.

A bargaining unit member teaching a College-defined hybrid course for the entire fall semester shall receive three (3) NTT Credits for each section taught.

B. For the Spring 2021 semester:

- If a student goes online for the rest of the semester on or before February 12, the bargaining unit member teaching the course shall receive:
  - 6 NTT Credits for the first student that goes fully online in each section.
  - 3 NTT credits for each additional student that goes fully online in each section.
- If a student goes online for the rest of the semester after February 12 and on or before March 5, the bargaining unit member teaching the course shall receive:
  - 4 NTT Credits for the first student that goes fully online in each section.
  - 2 NTT credits for each additional student that goes fully online in each section.
- If a student goes online for the rest of the semester after March 5 and on or before April 2, the bargaining unit member teaching the course shall receive:
  - 2 NTT Credits for the first student that goes online in each section.
  - 1 NTT credit for each additional student that goes online in each section.

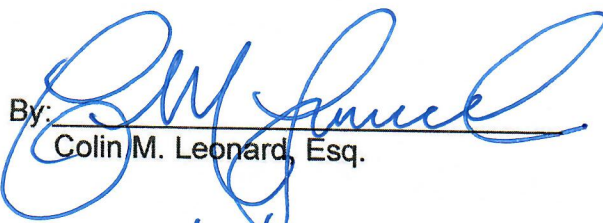


A bargaining unit member teaching a College-defined hybrid course for the entire spring semester shall receive three (3) NTT Credits for each section taught.

2. The granting of NTT credits pursuant to this Agreement will apply to all courses taught in the 2020-2021 academic year concluding on May 7, 2021, and will be in effect only for COVID-related course schedule modifications.

3. For any Student Opinionnaires on Teaching ("SOOTs") administered during the 2020-21 academic year, bargaining unit members shall have the opportunity to review them upon completion and choose whether the SOOTs will be included in any future materials for consideration for reappointment, tenure, promotion, and/or professional development evaluation procedure. The bargaining unit member may choose whether to include all the SOOTs or none for each class taught in the academic year. The deadline for the bargaining unit member to decide will be two weeks after the SOOTs are made available to the bargaining unit member. No bargaining unit member shall be subject to negative future repercussions in evaluations, sabbatical applications, promotions, reappointments, tenure, or any other decisions for choosing not to include the SOOTs in his/her materials.

UTICA COLLEGE

By: 

Colin M. Leonard, Esq.

Date: 10/21/20

AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS, UTICA  
COLLEGE CHAPTER

By:   
Mairead Connor, Esq.

Date: 10/20/20