

MEMORANDUM OF UNDERSTANDING

between the
United Faculty of Florida and the St. Johns River State College Board of Trustees
Subject: COVID-19 Pandemic

Preamble

The United Faculty of Florida (“UFF”) and the St. Johns River State College Board of Trustees (“SJR State BOT”) are committed to maintaining productive and efficient College operations in a safe and healthy environment. The purpose of this MOU is to consider recommendations of federal, state, and local governments, as well as the United States Centers for Disease Control and Prevention and to take other measures aimed at supporting the public health of the College and the State of Florida and to clarify the obligations and responsibilities that College and faculty will follow as it implements the College Re-opening Committee Department Plans. Only to the extent specifically provided below, the terms and conditions outlined in this memorandum shall supersede any other conflicting College practice or policy until the end of the Fall term of the 2020-2021 academic year. Due to the pandemic, semester dates may be more fluid than a traditional semester.

Collaboration for College Safety

1. SJR State BOT and UFF are committed to the environmental health and safety procedures outlined in the Re-Opening plan (College Re-opening Committee Department Plans), which is informed by COVID-19 related protocols regarding high risk populations, social distancing, sanitizing and cleaning, prevention methods and transmission minimizations, and education advanced by the Centers for Disease Control, the Florida Department of Health, and the Putnam, St. Johns, and Clay County Departments of Health.
2. SJR State BOT and UFF acknowledge the need to work together with the involvement and commitment of all faculty, staff and students, each assuming the responsibility to follow guidelines to create a safe environment for every member of the college community and each person accepting responsibility to take care of their fellow colleagues as well as themselves.

Working Remotely

3. During the Fall 2020 term, all Instructional Faculty will be teaching 100% online with the exception of Faculty in the following departments: Allied Health, Engineering Technology, Law Enforcement, Nursing, Teacher Education, and one course in Organizational Management (FIN 3400 Financial Management).
4. During the Fall 2020 term, all Instructional Faculty shall be permitted to remotely fulfill scheduled office hours, using the video conferencing tool (Canvas Conferences or Zoom), if approved by the appropriate Vice President. Regardless of whether hours are held on-campus,

40 virtually, or a combination of on-campus and virtually, hours must be held at a specific time each
41 day, and the time and location of all office hours must be published on the course syllabus, to
42 include the link to the virtual office hours.

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44 5. If the College closes or transitions back to remote work related to the COVID-19 pandemic
45 Instructional Faculty, except whose face-to-face classes continue in such modality, shall
46 complete assigned duties remotely to the extent possible. In this scenario, face-to-face class
47 sections will transition to Live Online sections, meeting via Zoom at the same day and time and
48 frequency as the published face-to-face class meeting scheduled, unless otherwise approved by
49 the appropriate Vice President. No faculty member shall suffer disciplinary action or loss of pay
50 or accrued leave for not physically reporting to campus for duty on a day the College is closed.
51 Faculty members are expected to work all of the hours scheduled remotely unless appropriate
52 leave is used.

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54 6. If the College closes or transitions back to remote work related to the COVID-19 pandemic, all
55 committee, departmental, and other College meetings will be scheduled virtually until guidance
56 changes. While the College is not closed or otherwise under a stay-at-home order and when safe
57 social distancing can be ensured, the College reserves the right to schedule on-campus
58 committee, departmental, and other College meetings.

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60 7. Working remotely will not be used as a substitute for, or to circumvent, personal or sick leave
61 usage. Faculty who are sick are expected to take and use sick leave appropriately and are not
62 expected to work from home using sick leave. If any Faculty member is under quarantine from a
63 health care provider or a governmental isolation order and is able to fulfill duties remotely but
64 not able to fulfill duties on campus in person due to health and safety reasons related specifically
65 to COVID-19, use of sick leave is not required. The College retains the sole right to determine
66 whether any individual Faculty member's work tasks can be temporarily performed remotely.

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68 8. Instructional Faculty who are authorized to work remotely to fulfill all or part of their
69 instructional or office hours are responsible for providing their own internet connection,
70 sufficient to support the necessary connectivity for fulfilling all scheduled hours being conducted
71 via video conferencing technology. Faculty must also be able to conduct their courses and office
72 hours without significant interruption or distraction that impedes student learning.

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75 Increased Risk for Severe Illness

76 9. The College's Human Resources Department has a process in place that adheres to the
77 Americans With Disabilities Act and provides accommodations as appropriate and reasonable
78 based on documentation provided by the employee. The process maintains the confidentiality of
79 protected health information provided by an employee during the accommodation process.

80 All Faculty in the bargaining unit who are "at increased risk for severe illness" according to the
81 CDC and/or state and local public health officials and as documented by a licensed medical
82 professional shall be eligible to apply to work remotely. Employees who have concerns about
83 on-campus work because they are in one of the high-risk groups should contact their Vice
84 President and Human Resources to determine eligibility for an alternate work plan. College
85 Administration will work to accommodate faculty with increased risk for severe illness through
86 alternative on-campus work environments, use of appropriate leave, and/or when approved by
87 College Administration, remote work. Employees must submit medical documentation from a
88 health care professional as defined by the U.S. Department of Labor that they fall into the
89 category of "increased risk for severe illness." Such documentation is strictly for determining
90 increased risk status and eligibility for working remotely. Employees are under no obligation to
91 disclose confidential health information to supervisors or colleagues. Whether the job is capable
92 of being performed remotely will be determined by the appropriate Vice President. Regardless
93 of an individual's high risk status, the College retains the sole right to determine whether any
94 individual Faculty member's work tasks can be performed remotely. In this regard, the
95 appropriate Vice President shall make the initial determination whether any faculty member's
96 work tasks can be performed remotely. Should the Vice President determine that an individual
97 faculty member's work tasks cannot be performed remotely, the affected individual may, within
98 five (5) business days, appeal to the President of the College. Within five (5) business days, the
99 President will make the final determination as to whether the individual's work tasks can be
100 performed remotely. Such decision is final and is not grievable nor appealable in any forum.

101 Adverse Employment Action

102 10. SJR State BOT and UFF ("the parties") acknowledge that a transition to remote instruction for a
103 particular course conducted pursuant to this memorandum is not necessarily the intended format
104 for delivery of the course material, and therefore, the transition to remote delivery for such
105 course shall not be the sole basis for adverse employment action against faculty. The quality of
106 work, number of work hours, academic rigor, and student learning outcomes expected of a
107 course being taught via remote instruction is the same as if the Faculty was performing his/her
108 job duties and responsibilities at a College facility. In the event a bargaining unit member does
109 not satisfactorily perform assigned duties remotely, the College may take appropriate action.

**110
111 Working on Campus During COVID-19 Pandemic**

112 11. Faculty who report to campus for duty are expected to complete the online health assessment
113 before coming to campus and take reasonable steps to keep their offices and other personal
114 spaces sanitary. The College shall provide custodial services for faculty offices, classrooms, and
115 other work spaces. Faculty may need to assist in monitoring and helping to ensure certain

116 cleaning or sanitizing occurs in common spaces (classrooms, computer labs, libraries, tutoring
117 centers, adjunct/shared Faculty offices, copy/mail rooms, etc.) and should take precautions to
118 ensure their health and safety in accordance with CDC guidelines. Faculty are encouraged to
119 assist with College-wide efforts to sanitize the spaces that are in use on campus.

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121 12. The College has provided all full- and part-time employees with a cloth facemask. All
122 employees are required to wear a facemask or face covering when away from their personal
123 workspace unless attending a function where social distancing is maintained. Faculty are
124 required to wear a facemask or face covering when teaching in a face-to-face setting. All
125 students are required to wear facemasks (unless the College has exempted them due to
126 documented medical reasons) while on campus and if they arrive without one, the College will
127 provide a mask. All students are required to wear facemasks or face coverings in class. Faculty
128 are also expected to follow specific details contained in the College's COVID-19 Face Covering
129 policy and procedure. In the event the College is notified that a person who tested positive for
130 COVID-19 has been on campus, the College will perform contact tracing and will notify persons
131 who may have been in contact with the person who has tested positive in accordance with CDC
132 guidelines.

133 **Instructional Considerations**

134 13. Prior to the first day of the Fall 2020 term, the online courses of all Instructional Faculty,
135 regardless of whether they have completed the Distance Learning Academy, must contain the
136 online course elements identified as mandatory for completion of the Distance Learning
137 Academy as listed on the SJR State Online Course Evaluation Checklist. Ongoing training and
138 support for faculty will continue to be offered, and Faculty new to online instruction at SJR State
139 are required to complete the Distance Learning Academy.

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141 14. The College shall provide Faculty with technology support required to conduct courses and the
142 required technology for College approved remote work, not including internet connectivity from
143 home. Upon receipt of the College's bulk order of laptops, Faculty who have a desktop will
144 have their office computer refreshed with a laptop/docking station two-in-one. The required
145 technology may vary depending on instructional modality: face-to-face (lecture), hybrid, online
146 synchronous (Live Online), online asynchronous.

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148 15. The parties will inform students that during the COVID-19 pandemic, course modality is subject
149 to change. The College reserves the right to transition from face-to-face and hybrid to online, as
150 needed.

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153 Management Rights / Collective Bargaining Rights

154 16. The Parties agree that nothing in this agreement shall be construed as a waiver by the College to
155 management rights or a waiver by UFF over the right to bargain future impacts from the
156 Pandemic

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St. Johns River State College BOT


Candi Churchill, UFF, Chief Negotiator for UFF-SJR State College

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Clay Moore, UFF-SJR State College Bargaining Chair

162 9/5/20
163 Date

September 4, 2020
Date