

2 MEMORANDUM OF UNDERSTANDING

3 between the

4 United Faculty of Florida and the St. Johns River State College Board of Trustees

5 Subject: Spring Term 2021 COVID-19 Pandemic

6 7 **Preamble**

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

18 19 **Collaboration for College Safety**

- 20 1. SJR State BOT and UFF are committed to the environmental health and safety procedures outlined
21 in the Re-Opening plan (College Re-opening Committee Department Plans), which is informed by
22 COVID-19 related protocols regarding high risk populations, social distancing, sanitizing and
23 cleaning, prevention methods and transmission minimizations, and education advanced by the
24 Centers for Disease Control, the Florida Department of Health, and the Putnam, St. Johns, and Clay
25 County Departments of Health.
- 26
27 2. SJR State BOT and UFF acknowledge the need to work together with the involvement and
28 commitment of all faculty, staff and students, each assuming the responsibility to follow guidelines
29 to create a safe environment for every member of the college community and each person accepting
30 responsibility to take care of their fellow colleagues as well as themselves.

31 32 **Increased Risk for Severe Illness**

- 33 3. The College’s Human Resources Department has a process in place that adheres to the Americans
34 With Disabilities Act and provides accommodations as appropriate and reasonable based on
35 documentation provided by the employee. The process maintains the confidentiality of protected
36 health information provided by an employee during the accommodation process.
- 37
38 4. All Faculty in the bargaining unit who are “at increased risk for severe illness” according to the CDC
39 and/or state and local public health officials and as documented by a licensed medical professional
40 shall be eligible to apply to work remotely with an approved telework agreement. Employees who
41 have concerns about on-campus work because they are in one of the high-risk groups should contact
42 their Vice President and Human Resources to determine eligibility for an alternate work plan.
43 College Administration will work to accommodate faculty with increased risk for severe illness
44 through alternative on-campus work environments, use of appropriate leave, and/or when approved
45 by College Administration, remote work. Employees must submit medical documentation from a
46 health care professional as defined by the U.S. Department of Labor that they fall into the category

47 of “increased risk for severe illness.” Such documentation is strictly for determining increased risk
48 status and eligibility for working remotely. Employees are under no obligation to disclose
49 confidential health information to supervisors or colleagues. Whether the job is capable of being
50 performed remotely will be determined by the appropriate Vice President. Regardless of an
51 individual’s high-risk status, the College retains the sole right to determine whether any individual
52 Faculty member’s work tasks can be performed remotely. In this regard, the appropriate Vice
53 President shall make the initial determination whether any faculty member’s work tasks can be
54 performed remotely. Should the Vice President determine that an individual faculty member’s work
55 tasks cannot be performed remotely, the affected individual may, within five (5) business days,
56 appeal to the President of the College. Within five (5) business days, the President will make the
57 final determination as to whether the individual’s work tasks can be performed remotely. Such
58 decision is final and is not grievable nor appealable in any forum.

59
60 **Working Remotely**

- 61 5. During the Spring 2021 term, due to the nature of specific courses and programs, some Instructional
62 Faculty will not be approved for fully remote work. The decision as to which courses and programs
63 are online is at the discretion of the College. With the exception of Faculty who have been approved
64 for fully remote work and/or who teach in specific courses/programs that will not be fully online, all
65 Instructional Faculty will be teaching both on-campus and online.
66
- 67 6. During the Spring 2021 term, with the exception of Faculty who have been approved for fully
68 remote work, all Instructional Faculty shall be permitted to remotely fulfill eight (8) of the ten (10)
69 required scheduled office hours, using the video conferencing tool Canvas Conferences or Zoom, if
70 approved by the appropriate Vice President. Two (2) of the ten (10) office hours must be held on-
71 campus each week to accommodate students taking courses on-campus. Regardless of whether hours
72 are held on-campus, virtually, or a combination of on-campus and virtually, hours must be held at a
73 specific time each day, and the time and location of all office hours must be published on the course
74 syllabus, to include the link to the virtual office hours.
75
- 76 7. If the College closes or transitions back to remote work related to the COVID-19 pandemic,
77 Instructional Faculty, except whose face-to-face classes continue in such modality, shall complete
78 assigned duties remotely to the extent possible. In this scenario, face-to-face class sections will
79 transition to Live Online sections, meeting via Zoom at the same day and time and frequency as the
80 published face-to-face class meeting scheduled, unless otherwise approved by the appropriate Vice
81 President. No faculty member shall suffer disciplinary action or loss of pay or accrued leave for not
82 physically reporting to campus for duty on a day the College is closed. Faculty members are
83 expected to work all of the hours scheduled remotely unless appropriate leave is used.
84
- 85 8. If the College closes or transitions back to remote work related to the COVID-19 pandemic, all
86 committee, departmental, and other College meetings will be scheduled virtually until guidance
87 changes. While the College is not closed or otherwise under a stay-at-home order and when safe
88 social distancing can be ensured, the College reserves the right to schedule on-campus committee,
89 departmental, and other College meetings.
90
- 91 9. Working remotely will not be used as a substitute for, or to circumvent, personal or sick leave usage.
92 Faculty who are sick are expected to take and use sick leave appropriately and are not expected to
93 work from home using sick leave. If any Faculty member is under quarantine from a health care
94 provider or a governmental isolation order and is able to fulfill duties remotely but not able to fulfill

95 duties on campus in person due to health and safety reasons related specifically to COVID-19, use of
96 sick leave is not required. The College retains the sole right to determine whether any individual
97 Faculty member's work tasks can be temporarily performed remotely. Faculty approved for remote
98 work shall complete a Telework agreement (attached).
99

- 100 10. Instructional Faculty who are authorized to work remotely to fulfill all or part of their instructional
101 or office hours are responsible for providing their own internet connection, sufficient to support the
102 necessary connectivity for fulfilling all scheduled hours being conducted via video conferencing
103 technology. Faculty must also be able to conduct their courses and office hours without significant
104 interruption or distraction that impedes student learning.
105

106 **Adverse Employment Action**

- 107 11. SJR State BOT and UFF ("the parties") acknowledge that a transition to remote instruction for a
108 particular course conducted pursuant to this memorandum is not necessarily the intended format for
109 delivery of the course material, and therefore, the transition to remote delivery for such course shall
110 not be the sole basis for adverse employment action against faculty. The quality of work, number of
111 work hours, academic rigor, and student learning outcomes expected of a course being taught via
112 remote instruction is the same as if the Faculty was performing his/her job duties and responsibilities
113 at a College facility. In the event a bargaining unit member does not satisfactorily perform assigned
114 duties remotely, the College may take appropriate action.
115

116 **Working on Campus During COVID-19 Pandemic**

- 117 12. Faculty who report to campus for duty are expected to assess their own personal wellness and risk of
118 exposure using current CDC guidelines before coming to campus. If you are experiencing a fever,
119 have COVID-19 symptoms (*new cough, shortness of breath, repeated shaking with chills, muscle*
120 *pain, headache, vomiting, diarrhea, sore throat, new loss of taste or smell*), a known exposure to a
121 COVID-19 positive person, or been advised by any public health official to quarantine or isolate,
122 please do not come to campus. Contact your immediate supervisor.
123

- 124 13. Faculty shall take reasonable steps to keep their offices and other personal spaces sanitary. The
125 College shall provide custodial services for faculty offices, classrooms, and other work spaces.
126 Faculty will need to assist in monitoring and helping to ensure certain cleaning or sanitizing occurs
127 in common spaces (classrooms, computer labs, libraries, tutoring centers, adjunct/shared Faculty
128 offices, copy/mail rooms, etc.). Faculty are encouraged to assist with College-wide efforts to
129 sanitize the spaces that are in use on campus.
130

- 131 14. The College has provided all full- and part-time employees with a cloth facemask. All employees
132 are required to wear a facemask or face covering when away from their personal workspace unless
133 attending a function where social distancing is maintained. Faculty are required to wear a facemask
134 or face covering when teaching in a face-to-face setting. All students are required to wear facemasks
135 (unless the College has exempted them due to documented medical reasons) while on campus and if
136 they arrive without one, the College will provide a mask. All students are required to wear
137 facemasks or face coverings in class. Faculty are also expected to follow specific details contained
138 in the College's COVID-19 Face Covering policy and procedure. In the event the College is notified
139 that a person who tested positive for COVID-19 has been on campus, the College will perform
140 contact tracing and will notify persons who may have been in contact with the person who has tested
141 positive in accordance with CDC guidelines.
142

143 **Instructional Considerations**

144 15. Prior to the first day of the Spring 2021 term, the online courses of all Instructional Faculty,
145 regardless of whether they have completed the Distance Learning Academy, must contain the online
146 course elements identified as mandatory for completion of the Distance Learning Academy as listed
147 on the SJR State Online Course Evaluation Checklist. Ongoing training and support for faculty will
148 continue to be offered, and Faculty new to online instruction at SJR State are required to complete
149 the Distance Learning Academy.

151 16. During the Spring 2021 term, the College will follow current social distancing guidelines in all
152 classrooms and other spaces. Each course section will be assigned to a room that is equipped with
153 appropriate technology and equipment and best accommodates social distancing in both the
154 classroom itself and hallways/restrooms/other common spaces.

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

163 18. The parties will inform students that during the COVID-19 pandemic, course modality is subject to
164 change. The College reserves the right to transition from face-to-face and hybrid to online, as
165 needed.

166
167 **Management Rights / Collective Bargaining Rights**

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

171
172 St. Johns River State College:

United Faculty of Florida:

173
174
175 _____
176 Joe H. Pickens, President

Candi Churchill, Chief Negotiator, UFF-SJR State College

Clay Moore, Bargaining Chair, UFF-SJR State College

181
182 _____
183 Date

Date



INSTRUCTIONAL FACULTY TELEWORK AGREEMENT DURING COVID-19 PANDEMIC

Employee ID:

1. This Agreement is made on _____, 20____, between St. Johns River State College (the College) and _____ (the “Employee”), an employee of the College. The College agrees to assign Employee to a temporary teleworking arrangement. The Employee agrees to undertake such assignment under the terms and conditions set forth in this Telework Agreement. Except for any additional conditions expressly imposed on Employee under this Telework Agreement, the terms and conditions of Employee’s employment with the College remain unchanged. **The Employee remains fully responsible for compliance with all policies and procedures of St. Johns River State College.**

2. This document is not a contract of employment and does not create any contractual rights, either express or implied. Employee understands that the employment relationship is subject to the provisions of any current employment contract, if applicable. Employee will not rely on, or take any actions in reliance on, the College’s agreement to permit this telework arrangement.

3. The Employee’s regular campus work location is:

Insert campus location

4. The location from which the Employee will telework is:

Insert address of telework site

5. The Employee’s telework site at the above location will be as follows:

Insert narrative description of telework site

In designating the telework site, the Employee had determined that all common safety practices have been and will continue to be followed and that the site provides a safe work environment for the Employee. Upon request, the teleworking employee will submit three photographs of the designated telework site from differing angles.

6. During scheduled telework times, the Employee may be reached by telephone at:
- Provide your main contact number and an emergency contact name and number**
7. The Employee will be assigned the following projects/assignments and will be expected to produce the following work or outputs:
- Prepare, instruct, and assess online and live online courses remotely during Spring 2021 term. Conduct office hours via Zoom remotely during Spring 2021 term. Attend assigned departmental and/or other meetings via Zoom during Spring 2021 term.**
8. The College will provide the following equipment and supplies for the telework arrangement:
- College laptop to be issued to faculty during Fall 2020 term. Office and instructional supplies/consumables consistent with on-campus work.**
9. The Employee will provide the following equipment and supplies for the telework arrangement:
- Inventory of equipment and supplies provided by Employee**
10. Other agreements, understandings or considerations relevant to the teleworking arrangement are outlined as follows:
- This agreement is effective for the Spring 2021 term only.
List any additional considerations**
11. Employee understands that this Telework Agreement is not an entitlement or an employee benefit and may be revoked at any time by the College. This agreement may be terminated at any time by St. Johns River State College upon notice to the Employee.

_____	_____	_____
Employee Signature	Employee Name Printed	Date

_____	_____	_____
Dean/Director Signature	Dean/Director Name Printed	Date

_____	_____	_____
Vice President/President Signature	VP/Pres. Name Printed	Date