

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~~ implement recommendations of federal, state, and local governments, as well as ~~the World Health Organization,~~ 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, the United States of America, and the international community~~ 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~~ the CDC declares the pandemic has ended or June 1 2021, whichever is sooner. 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 ~~and~~ 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, ~~in collaboration with~~ each assuming the responsibility to follow guidelines to create a safe environment for every member of the college community and with each person accepting responsibility to take care of their fellow colleagues as well as themselves.

Working Remotely

3. If the College closes or transitions back to remote work related to the COVID-19 pandemic: ~~Faculty members shall be temporarily excused from physically reporting to campus for duty on any day in which classes are cancelled. Instructional Faculty, except whose face-to-face classes continue in such modality, shall complete assigned duties remotely to the extent possible. In this scenario, face-to-face class sections will transition to Live Online sections, meeting via Zoom at the same day and time and frequency as the published face-to-face class meeting scheduled.~~

41 unless otherwise approved by the appropriate Vice President. If duties cannot be completed
42 remotely, the faculty member shall advise his or her immediate supervisor and await assignment
43 of alternative duties. No faculty member shall suffer disciplinary action or loss of pay or accrued
44 leave for not physically reporting to campus for duty on a day the College is closed in which
45 classes are cancelled. Faculty members are expected to work all of the hours scheduled remotely
46 unless appropriate leave is used.

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49 4. Instructional Faculty shall be permitted to remotely fulfill scheduled office hours, using the video
50 conferencing tool (Canvas Conferences or Zoom), if approved by the appropriate Vice President.
51 Regardless of whether hours are held on-campus, virtually, or a combination of on-campus and
52 virtually, hours must be held at a specific time each day, and the time and location of all office
53 hours must be published on the course syllabus, to include the link to the virtual office hours, and
54 attendance requirements for any departmental or other College committee meetings until the
55 CDC declares the pandemic has ended.

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

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63 6. Working remotely will not be used as a substitute for, or to circumvent, personal or sick leave
64 usage. Faculty who are sick are expected to take and use sick leave appropriately and are not
65 expected to work from home using sick leave. However, if an Instructional Faculty member is
66 under quarantine from a health care provider or a governmental isolation order, but is or able to
67 fulfill duties as determined by his/her Vice President, but not able to work on campus, use of sick
68 leave is not required.

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70 7. Faculty who choose to work remotely to fulfill all or part of their instructional or office hours are
71 responsible for providing their own stable internet connection, sufficient to support the necessary
72 connectivity for fulfilling all scheduled hours being conducted via video conferencing
73 technology. Faculty must also be able to conduct their courses and office hours without
74 interruption or distraction.

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76 ~~5.8.~~ Non-instructional Faculty (Senior Advisors and Librarians) will not be eligible for remote work
77 unless the College closes or transitions back to remote work related to the COVID-19 pandemic.

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79 **Increased Risk for Severe Illness**

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

84 ~~6.~~ Instructional Faculty who are "at increased risk for severe illness" according to the WHO,
85 CDC, state and local public health officials may shall be permitted to complete assigned duties
86 remotely. Employees who have concerns about returning to work on campus because they are in
87 one of the high-risk groups should contact their supervisor and Human Resources before their
88 scheduled return-to-work date to discuss the availability of a plan to continue remote work until
89 conditions allow a safe return to on-site work. Employees must may be required to submit
90 medical documentation from a health care professional as defined by the U.S. Department of
91 Labor that they fall into the category of "increased risk for severe illness." Such documentation
92 is strictly for determining increased risk status and eligibility for working remotely. Employees
93 are under no obligation to disclose confidential health information to supervisors or colleagues.
94 Requests for remote work shall not be unreasonably denied. Whether the job is capable of being
95 performed remotely will be determined by the appropriate Vice President.

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96 **Adverse Employment Action**

97 ~~7.10.~~ SJR, State BOT and UFF ("the parties") acknowledge that an emergency transition to
98 remote instruction for a particular course conducted pursuant to this memorandum is not
99 necessarily the intended format for delivery of the course material, and therefore, the transition to
100 remote delivery for such course shall not reflect negatively on the faculty's job performance as
101 reflected in annual evaluations, student evaluations, promotion, or continuing contract review or
102 be the sole basis for adverse employment action against faculty. The quality of work, number of
103 work hours, academic rigor, and student learning outcomes expected of a course being taught via
104 remote instruction is the same as if the Faculty was performing his/her job duties and
105 responsibilities at a College facility. In the event a bargaining unit member does not
106 satisfactorily perform assigned duties remotely, the College may take appropriate action.

107
108 **Working on Campus During COVID-19 Pandemic**

109 ~~8.11.~~ Faculty who report to campus for duty are expected to complete the online health
110 assessment before coming to campus and take reasonable steps to keep their offices and other
111 personal spaces sanitary. The College shall provide custodial services for faculty offices,
112 classrooms, and other work spaces. Faculty may need to monitor and ensure certain shall not be
113 required to cleaning or sanitizing occurs in any common spaces (classrooms, computer labs,

114 libraries, tutoring centers, adjunct/shared Faculty offices, copy/mail rooms, etc.) and but should
115 take precautions to ensure their health and safety in accordance with CDC guidelines. Faculty
116 are encouraged to assist with College-wide efforts to sanitize the spaces that are in use on
117 campus.

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119 ~~9.12.~~ The College ~~shall~~ has provided all full- and part-time employees with a cloth facemasks
120 for all faculty. All employees are required to wear a facemasks or face covering when away
121 from their personal workspace or working/teaching in communal workspaces. All students are
122 required to wear facemasks (unless the College has exempted them due to documented medical
123 reasons) while on campus and if they arrive without one, the College will provide a mask.
124 Faculty are also expected to follow specific details contained in the College's COVID-19 Face
125 Covering policy and procedure.

126
127 ~~10.~~ Class size shall take into account social distancing guidelines (student occupied desks must be 6
128 feet apart, face coverings required, hand sanitizer available). The Fall 2019 maximum class size
129 shall not be increased for on-line courses in Fall 2020.

130 Instructional Considerations

131 13. Faculty who plan to teach all or part of their course load online must have completed or be
132 enrolled in the College's Distance Learning Academy, and all online courses must contain the
133 online course elements identified as mandatory for completion of the Distance Learning
134 Academy as listed on the SJR State Online Course Evaluation Checklist. If the College
135 transitions all face-to-face courses to online instruction mid-semester, the requirement to
136 complete the Distance Learning Academy is lifted; however, Faculty will then be required to
137 design their newly online course during the transition to include all mandatory online course
138 elements.

139 ~~11.14.~~ The College shall provide Faculty with technology support required to conduct courses
140 and the required technology for remote work, not including internet connectivity from home.
141 Upon receipt of the College's bulk order of laptops, Faculty who have a desktop will have their
142 office computer refreshed with a laptop/docking station two-in-one, and technological support
143 required to conduct courses which ~~The required technology may vary depending on instructional~~
144 modality: face-to-face (lecture), hybrid, online synchronous (Live Online), online asynchronous.

145
146 ~~12.15.~~ The parties will inform students that during the COVID-19 pandemic, course modality is
147 subject to change. The College reserves the right to transition from face-to-face and hybrid to
148 online, as needed.

149 **Management Rights / Collective Bargaining Rights**

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151 ~~13.16.~~ The Parties agree that nothing in this agreement shall be construed as a waiver by the
152 College to management rights or a waiver by UFF over the right to bargain future impacts from
153 the Pandemic.

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St. Johns River State College BOT

United Faculty of Florida

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159 _____
160 Date
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Date

UFF Proposal #1