

MEMORANDUM OF UNDERSTANDING
RE: Fall Re-Opening

During the current health emergency brought on by the coronavirus pandemic, UFF-FPU and the Florida Polytechnic University Board of Trustees are committed to maintaining the productive and efficient operation of the University in a safe and healthy environment. UFF-FPU and Florida Poly Board of Trustees are committed to working together to promote the appropriate solutions to meeting our mission, which is strongly focused on providing education to our students, despite the difficulties that COVID19 has presented to the university and its faculty. To this end, we agree to the following terms and conditions:

1. Notwithstanding language in Article 7.2 in the Collective Bargaining Agreement, faculty members may fulfill all routine work duties remotely except face-to-face instruction. Occasionally work duties that require Faculty presence on campus other than teaching will be handled on a case-by-case basis.
2. The University will provide faculty members who are required to teach face-to-face with face coverings that protect faculty members' mouths and noses. Faculty may request a Face Shield if they so choose, and if requested, the University will provide a non-prescription face shield for the use of the faculty member. Face shields are not a substitute for face coverings and if used must be used in combination with the face covering.
3. When a student is diagnosed with Covid-19, the University will follow Public Health Protocols regarding informing a faculty member whether the diagnosis was a positive test or an exposure to someone with COVID-19. . Current CDC and Florida Department of Health guidance on contact tracing will determine further action to be taken by the University.
4. Students are required to wear an appropriate face covering in the IST and in classrooms at all times..
 - a. Faculty should use standard language in their syllabus to inform students that attending an in-person class/lab requires the face covering.
 - b. If a student is not wearing a face covering in the classroom/laboratory, the faculty member should ask the student to wear a face covering. A student who refuses to wear a face covering upon request must be asked to leave the classroom/laboratory and referred to Student Affairs to adjudicate the matter per the student code of conduct. In the event that a non-compliant student refuses to leave the classroom/laboratory, the non-compliant student will be removed from the classroom/laboratory by the University Police Department.
5. Faculty Quarantine, Self-isolation, and Illness
 - a. If a faculty member is required to quarantine or self-isolate but is still able to work,
 - i. Faculty that do not feel well should not come to work and should notify their supervisor and Human Resources.
 - ii. If a faculty member needs to be absent for more than three days, the faculty member will provide Human Resources with a doctor's note.
 - iii. For the duration of the period in which the faculty member is required to quarantine or self-isolate, the faculty member will deliver their class in its normal modality by attending the class remotely.
 - iv. Any class(es) the faculty member teaches that cannot be managed remotely will be temporarily redistributed to other faculty members or adjunct faculty. In order to balance workloads, the university may redistribute class(es) from the faculty members who take over the class(es) to the faculty member who is quarantining.

- v. Once the faculty member is no longer required to quarantine or self-isolate and is able to return to work, any classes temporarily redistributed to other faculty members or adjunct faculty will be reassigned to the faculty member.
 - b. If a faculty member is too ill to work remotely
 - i. If the faculty member is too ill to work for more than three days, the faculty member will provide Human Resources with a doctor's note.
 - ii. The University will not increase any faculty member's workload above fifteen (15) credit hours unless necessary.
 - iii. The University will compensate a faculty member consistent with the existing collective bargaining agreement for the duration of the overload activity.
 - iv. If a faculty member takes leave under FMLA or FFCRA, the University at its sole discretion will determine the individual that is the instructor of record moving forward in the semester.
 - v. Faculty members will report the time period that they are unable to work as sick time.
 6. If a faculty member is unable to work due to a bona fide need for leave to care for a child whose school or child care provider is closed or unavailable for reasons related to COVID-19:
 - a. The faculty member will be permitted to teach the assigned Flex Class remotely for the period of time that the school is closed or child care provider is unavailable.
 - b. For a faculty member to be permitted to teach remotely for this purpose, the faculty member must submit a statement to Human Resources that includes:
 - i. The name and age of the child (or children) to be cared for;
 - ii. The name of the school that has closed or place of care that is unavailable;
 - iii. a representation that no other person will be providing care for the child during the period for which the employee is permitted to teach Flex Classes remotely
 - c. For purposes of this section, a child's (or children's) school or place of care is considered closed when the physical location where the child (or children) receives instruction is closed for in-person instruction during the child's (or children's) academic year.
 - d. Any class(es) the faculty member teaches that cannot be managed remotely will be temporarily redistributed to other faculty members or adjunct faculty during the time period in which the school is closed or child care provider is unavailable, and the faculty member will be required to take the appropriate and available leave.
 7. If a faculty member applies for a new health accommodation for Spring 2021, the administration will inform the faculty member of their decision by December 1, 2020, so long as the faculty member submitted all medical documentation by November 15, 2020.
 8. Delivering Flex Classes
 - a. Faculty that are delivering classes in the FLEX format will meet their classes in the specified modality.
 - b. Departures from the assigned modality for "special" circumstances will be discussed and approved with the individual's division director, or chair, if no division director is present.
 - c. Faculty must maintain strong engagement by meeting published examination schedules, delivering new course material regularly, and demonstrating weekly or more frequent engagement with their class.
 - d. For significant changes in instruction, including both change in who is delivering a class or the modality of the instruction, the university at its sole discretion will determine the individual that is the instructor of record moving forward in the semester.
 9. This Memorandum of Understanding shall be in effect for Fall 2020 and Spring 2021.

August 13, 2020

10. The impacts of COVID-19 on the Florida Polytechnic University community are changing constantly and subject to revision in response to any changes to CDC Guidelines and/or any directives from Federal, State, or Local authorities. Nothing in this memorandum shall be construed as a waiver of the Florida Polytechnic University's right to implement measures pursuant to directives from appropriate state and/or federal authorities or that the Florida Polytechnic University otherwise deems essential to protecting the health and safety of students, faculty, and staff. Nothing in this memorandum shall be construed as a waiver of the Florida Polytechnic University's obligation to engage in bargaining over the impacts of such decisions upon request by UFF – Florida Poly.



Alexander Landback
Chief Negotiator
FPU-BOT

Aug 13, 2020

Date



Myles Kim
Chief Negotiator
UFF-FPU

Aug 13, 2020

Date