

Memorandum of Agreement between Franklin Pierce University and the Rindge Faculty Federation

This Memorandum of Agreement between Franklin Pierce University and the Rindge Faculty Federation (AFT#2433) establishes certain working conditions for the 2022 Spring semester, subject to possible modification as noted below. This Agreement is a response to conditions imposed by the COVID-19 pandemic.

1. Concerning levels of COVID-19 case-positivity and hospitalization support a temporary change in the commencement of the Spring semester at the Rindge campus. The 2022 Spring semester will commence remotely on Wednesday, January 19, with in-person instruction commencing on January 26, 2022. The plan to return to a full, normal teaching and learning environment on January 26 is based on the capacity of authorized vaccines to protect the health of FPU community members within all areas on campus. As the attendant expectation is that the Rindge campus will return to in-person instruction on January 26 and thereafter, the University and RFF agree to revert to current CBA contractual provisions for all working conditions.
2. Any faculty member desiring to teach remotely beyond January 26, 2022, may submit an initial request to do so by January 24, 2022, accompanied by the faculty member's reason for requesting remote teaching. If the request is based on a medical condition of the faculty member or someone with whom the faculty member resides, or for whom the faculty member is a primary caregiver, the request shall be supplemented as soon as possible by a note from the affected person's health care provider explaining why teaching in a F2F environment would constitute a health risk. Such requests will be made to the Provost via HR through a form that will be provided, and no request will be reasonably denied. The University shall give first consideration to faculty eligible for consideration under the Americans with Disabilities Act (ADA), applicable federal leave laws, and the CBA. Faculty members whose request for remote instruction that is not covered by the ADA, leave laws, or CBA will be provided the opportunity to explain why they prefer remote instruction.
3. The University established that for the Academic Year 2021-2022, all members of the campus community obtain vaccinations against COVID-19: https://www.franklinpierce.edu/Fall_2021/vac-comm.htm (June 12, 2021). This expectation now includes booster shots, as announced by the University on Thursday, January 6, 2022:



Updates from Human
Resources on Masks

Booster-shot verification must be received by Human Resources by January 31, 2022. Additionally, the University's masking mandate remains in effect through the end of January, and will be assessed thereafter. This will require everyone to mask, regardless of vaccination status, unless working alone in an office.

4. The University will provide RFF as soon as possible with detailed plans covering all health and safety protocols, including but not limited to cleaning and sanitizing learning spaces, mask policy, appropriate PPE for faculty, staff and students, social distancing protocols in all areas of campus, quarantine plans, testing and tracing arrangements, and metrics/thresholds which will trigger a shift to 100% remote instruction. Such plans must clearly outline who is responsible for enforcement of policies and the disciplinary consequences, if appropriate. A newly developed FAQ and checklist, and an overview of enhanced COVID-related communication systems will be made available to faculty by January 19, 2022.
5. Every class, regardless of extent of face-to-face interaction possible, will have a consistent presence through Canvas. Faculty compliance with FPU consistency standards for this presence requires:
 - a. Use of Canvas syllabus, gradebook, and FPU Outlook email. During the period of remote learning, faculty should utilize Canvas assignments, announcements, zoom and Campusweb as needed. Faculty should be prepared, on short notice, to utilize these delivery methods if the need to return to remote learning arises. Beyond these platforms, faculty may avail themselves of additional digital-literacy tools at their discretion.
 - b. Faculty may choose from several Canvas templates which follow the accessibility requirements of universal design, provided by the university. Should faculty create their own template, they should follow the accessibility requirements of universal design as provided by the university in compliance with Intellectual Property provisions in CBA Article 27 and terms of this MOA. Any additional work beyond current normal practices necessitated by accessibility requirements shall be carried out by University staff or by faculty who will be paid a stipend to be negotiated with the RFF.
 - c. Faculty must include within an introduction to each course the FPU template that explains how to navigate the Canvas site as well as any other changes associated with learning in the COVID environment. The University will provide standardized language for such an introduction which faculty may choose to utilize. Faculty shall not be required to teach the same material multiple times in a single course (i.e., F2F and online versions of same class).
 - d. All courses should be designed from the outset to accommodate the possibility of a sudden change to online learning. Syllabi should be designed to facilitate ready conversion to a 100% online format. In the event that classes must switch to remote learning in response to a surge of the virus, any required synchronous learning event can ONLY occur in the time slot designated for that class, to avoid interfering with colleagues' scheduled class times. Students are expected to attend classes F2F, unless a faculty member has been approved to teach remotely by HR, and faculty shall not be required to teach in more than one format at the same time (Poly and in-class). Should the University move to remote teaching, learning

assessment and other accountability strategies may be used in place of mandatory attendance policies.

6. Classroom assignments will stay as they are, including the use of some non-traditional classroom spaces. The Polyx50 technology will stay in all classroom spaces, including non-traditional classroom spaces, as part of the technology available for use. Any faculty experiencing issues will work with their Dean to resolve them. Technological and instructional support commensurate with agreed-upon thresholds itemized in #5 above shall be provided by the University throughout the semester and thereafter. The University shall continue to “station” key IT personnel in all teaching buildings at least one hour prior to all teaching times. All technology hardware required by members of the bargaining unit to teach online shall be provided at no cost by the University. No bargaining unit member shall be required to expend personal resources in acquiring necessary hardware or software. All costs of printing and copying materials shall be borne by the University. Faculty may choose to conduct class instruction from their designated Rindge classrooms during the temporary remote teaching period; but are not required to do so.
7. Students shall be requested to submit faculty evaluations in the usual manner. However, given the unique circumstances of teaching during a public health emergency, it is agreed and understood that student evaluations shall be used for informational purposes only. No student evaluation shall serve as the basis for initiating an investigation of a faculty member (unless the evaluation alleges unlawful conduct or conduct which violates University policy) or be used as a basis for implementing a performance improvement plan or disciplinary action. Student evaluations shall be used to make the University and faculty member aware of how they are perceived by the responding students. Faculty members may use this information to make changes in teaching style and methods and/or curriculum as they see fit. Student evaluations submitted during the public health emergency shall not be admissible in any University proceeding against a faculty member, including but not limited to arbitration, except by agreement between the University and RFF, or placed in the faculty member’s permanent file without the faculty member’s consent. Faculty Annual Reports, if submitted in May 2022, shall not include student evaluation data from the Spring 2022 semester. The Faculty Affairs Committee shall create a policy covering use of teaching evaluations stemming from the public health emergency; the policy shall only be implemented upon RFF and University approval. Due to the challenges involved in maintaining professional development activities in the 21-22 fiscal year, professional development shall not form a component portion of the Annual Report.
8. After the start of F2F teaching in the Spring semester, in the event that COVID-19 cases rise to a threshold of infection that warrants an altered teaching environment established by the University, in consultation with RFF, the provisions set out in previous COVID-19-era MOAs signed between the University and RFF since August 13, 2020, and those set out in this MOA, shall be revisited. They shall be subject to renegotiation and agreement by both parties prior to any implementation.

Agreed:

Mary Kelly
President, RFF

Catherine M. Paden
Provost, FPU

January 10, 2022
Date

January 10, 2022
Date