

**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 2020-2021 contract year, subject to possible modification as noted below. This Agreement is a response to conditions imposed by the COVID-19 pandemic.

A. Working Conditions

1. Classrooms and learning spaces where face-to-face (F2F) learning is scheduled shall be set up so as to ensure social distancing (at least 6 ft.). Unnecessary furniture shall be removed, and seat placement will be indicated with clearly visible tape, floor markers, and signage showing capacity limits.
 - a. Capacities representing appropriate social distancing have been determined for all classrooms including non-standard classrooms used for teaching purposes in the fall semester.
 - b. The University will continue working with RFF to explore the option of adding tents for classroom space for use when the weather and outside temperature permit.
 - c. The University shall work to identify and address issues in non-traditional teaching spaces that arose in the Fall 2020 semester (e.g. Dance Room's inconsistent temperature, unreliable connectivity, excessive outside noise, projection screen size/location; Lakeside's unreliable connectivity, audio issues; DVD players in classrooms that don't currently have such technology).
2. For classes with enrollment exceeding the capacity of any available room, faculty and the appropriate Dean shall review available options for reducing class size to stay within classroom enrollment capacity. After such consultation, the faculty shall have the choice to teach F2F with adjustments as agreed upon for reducing class size to within classroom enrollment capacity, teach from a clean and empty room space equipped with all relevant technology, or teach entirely remotely.

Such faculty shall be informed of their initial status no later than January 8, 2021 and shall submit their preferred teaching method to the Dean no later than January 20, 2021

3. As a general matter of adaptation to a physically-distanced campus, public health imperatives, immunocompromised students and instructors, illnesses and quarantines, remote teaching and learning will be available in all classes when determined to be necessary and appropriate by the University. Any faculty member desiring to teach entirely remotely may submit a request to do so. Faculty requesting a renewal of previously granted permission to teach entirely remotely must submit this request by January 5, 2021. Faculty with a new request to teach entirely remotely must submit that

request no later than January 12, 2021. Any new request shall be 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 who 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 HR through a form that will be provided. 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. Such requests will be made to the Provost. No request will be unreasonably denied. On or before January 15, 2021, the University shall notify the campus community of the potential need to transition to remote instruction if recommended by public health officials

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, and 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 FAQ and checklist will be made available to faculty.
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, assignments, and announcements, CampusWeb, Zoom, and FPU Outlook email. 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 the 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.

- d. 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). If such arrangements are requested by the University, RFF shall be notified by the University of the specifics of the case, and the affected faculty member must agree to the request and shall be paid at the appropriate prorated rate of an overload course.
 - e. The University shall provide written notice to students that the posting of FPU course content on social media platforms without the written authorization of the affected faculty member is prohibited and considered a violation of the Student Code of Conduct, Article III, (Proscribed Conduct), Section B (1), (9), (18) and (21). Students who violate this prohibition will be disciplined in accordance with the Code of Conduct and other applicable University policies.
6. 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.
7. Many lab and studio courses, in which social distancing is very difficult, will require full Personal Protection Equipment, including masks, gloves and gowns. The University shall provide the RFF with the relevant protocols. Appropriate HEPA filters will be installed in lab and studio classrooms where possible. The University is continuing to work to install HEPA filters in additional teaching spaces and will provide RFF with a list of where additional filters have been installed prior to the start of the Spring 2021 semester. Faculty in these courses are encouraged to take periodic breaks outside of the classroom to allow air to clear.
8. Wherever possible, physical computer labs will be replaced by virtual labs. Cleaning of physical computer lab spaces shall be the responsibility of the University and not bargaining unit members unless negotiated and agreed to by the RFF and the affected members. All relevant plans and procedures must be included in the health and safety protocols mandated in Point #4 above.
9. Masks or face coverings meeting CDC standards shall be worn by all students, faculty and staff in classrooms all buildings on campus, and all outdoor spaces. If a student refuses to comply with the University protocols, the faculty member shall report the student to their college Dean, who shall take appropriate remedial measures, which may include disciplinary action. University protocols will be posted on all FPU communication outlets, and faculty are advised to post them on Canvas course front pages. Students and faculty who refuse to wear masks or accepted face coverings will be barred from classrooms and buildings until they agree to abide by University masking protocols. Students who are medically restricted from wearing masks or accepted face coverings will engage in remote learning. Faculty members who are medically restricted from wearing masks may request remote instruction per #3 above.
 - a. The University shall provide at no cost PPE (non-recycled) to all bargaining unit members as requested. Faculty members can secure PPE from the Dean's Office.

Faculty shall not be required to provide on campus instruction if the University has not made PPE available.

10. 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 their colleagues' scheduled class times.

Students are expected to attend classes F2F, unless the course or classes has been designated for remote instruction or the student has been excused from F2F attendance by the Provost or the office of disability services. Should the University move to remote teaching, learning assessment and other accountability strategies may be used in place of mandatory attendance policies. The University shall inform students prior to the start of the Spring 2021 semester that the following is the default policy for remote attendance in F2F classes: "Students are expected to attend classes F2F, unless the courses or classes have been designated for remote instruction or the student has been excused from F2F attendance by the Provost or the Office of Disability Services. It is the University's expectation that students accessing a class through remote means will have both audio and camera turned on."

Faculty should include this statement in syllabi, but may substitute an alternative policy, provided such policy does not exceed the terms of the University's default policy.

Should the University move to remote teaching, learning assessment and other accountability strategies may be used in place of mandatory attendance policies.

11. Technological and instructional support commensurate with agreed-upon thresholds itemized in #5 above shall be provided by the University prior to and during the dates of January 25-26, 2021, and thereafter throughout the semester. Training options must cover the range of trainee comfort-levels (beginner to advanced). These trainings will include beginner, intermediary, and advanced options on specifically, Canvas and course-design. The University shall "station" key IT personnel in all teaching buildings at all teaching times. The University and the RFF will continue to work to ensure that access to adequate IT support is available throughout the semester.
12. 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.
13. Office hours: 5 required office hours for full-time faculty; 1 hour, per week, of office hours per each 2-4 contact hour course taught for part-time faculty; times and format to be determined by individual faculty.
14. 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. 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. Faculty Annual Reports shall not be submitted in May 2021. In recognition of Covid-19-era conditions affecting this academic year, a non-evaluative Reflection on fall 2020 and spring 2021 teaching will replace the Faculty Annual Report. This unique AY20-21 Reflection shall not be evaluative in nature. Nor shall it be admissible in any University proceeding against a faculty member, including but not limited to arbitration, except by agreement between the University and RFF. The University shall not place the AY20-21 Reflection in the faculty member's permanent file unless specifically requested to do so by the faculty member. The AY20-21 Reflection will be created by a Committee consisting of a College dean, a Bargaining Unit member of the Rindge Faculty Affairs Committee, and a member appointed by the Federation. Its structure will consist of guiding questions or prompts requesting faculty to reflect on their Covid-19 teaching experience, following Faculty Annual Report length and format instructions. Faculty responses will reference applicable hybrid, hyflex or fully-remote teaching formats, and may document noteworthy pedagogical accomplishments, challenges and outcomes. The AY20-21 Reflection form will be finalized by March 12, 2021, and made available to faculty no later than April 9, 2021. Faculty shall submit completed AY20-21 Reflections to their College Dean no later than May 31, 2021.

15. All meetings (committees, colleges, programs, etc.) involving bargaining unit members shall be conducted remotely, unless F2F is absolutely necessary and sufficiently justified to the RFF.
16. If the University or RFF believe there is need for a successor MOA for AY21-22 in full or in part, formal negotiations may begin post commencement, May 2021. If both parties are in agreement, formal negotiations may begin earlier than the date cited above.

B. Financial Concessions from RFF:

The following financial changes in the terms of the current collective bargaining agreement are agreed to by the RFF and the University.

1. Article 9: Zero funding in fiscal year 20-21 for Faculty Development Fund, Research Support Fund, and Tuition Fund. Funding levels for fiscal year 21-22 shall be restored to the following:

a. Faculty Development: \$71, 874

b. Research Support: \$32, 208

c. Tuition: \$10,000

TOTAL returned for 20-21: \$114, 082

2. Article 9: Dean's Fund to be funded in fiscal year 20-21 at \$500 dollars maximum per eligible bargaining unit member.

TOTAL returned for 20-21: TBD; minimum of \$4000

3. Article 20: The University proposes that the wage increase scheduled to go into effect on September 1, 2020, for full-time members of the RFF be deferred to and combined with the increase scheduled to go into effect on September 1, 2021.

TOTAL returned for 20-21: \$147,868


4. Article 21: The University will not reduce the contribution funding of the 403B contributions for the September 1, 2020 to August 1, 2021 academic period.

TOTAL returned for 20-21: \$0

Agreed:



President, RFF
12/28/20
Date



Provost, FPU
12/23/2020
Date