

**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 shall invest in outside tents or make provision for faculty to teach outdoors, allowing for requisite social distancing and equipped with all necessary technology. Two tents will be available for use. The University will continue to seek additional tents for use as outdoor classroom space. Assignments of a classroom to a tent will be done by the Provost in consultation with the respective college dean. Priority will be given to Biology and Chemistry Lab courses as well as Art studio courses. Courses taught in the tents may not be amenable to delivery through synchronous remote means; instructors will record courses for later viewing by students missing a class session.
2. For classes with enrollment exceeding the capacity of any available room, faculty and the appropriate Dean shall work with students to determine how to reduce class size to stay within enrollment capacity (e.g. rotate which students attend F2F on a given day, having some students move to remote for the semester, etc.) If the class cannot be brought down to the necessary enrollment capacity, the faculty member will be given the opportunity to teach entirely remote or teach from a clean and empty room space set up with relevant technology. Such faculty must be informed of their status no later than August 13, 2020 and shall submit their preferred teaching method to the Dean no later than August 17, 2020.
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 an initial request to do so by August 17, 2020. The 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 August 20, 2020, the University shall notify the campus community of the potential need to transition to remote instruction if recommended by public health officials. 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.

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 newly developed FAQ and checklist will be made available to faculty by August 14, 2020.
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 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.
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 no later than August 14, 2020 for review and approval. Appropriate HEPA filters will be installed in lab and studio classrooms where possible. Faculty in these courses are encouraged to take periodic breaks outside of the building 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 and all academic buildings. If a student refuses to comply with the University protocols, the faculty member shall report the student to the 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 academic buildings. 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.
 11. 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.
 12. 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 August 17-19, 2020, 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.
 13. 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.
 14. Office hours: 5 required hours; times and format to be determined by individual faculty. Remote office hours are preferred but if F2F is necessary, meetings should be held in larger classroom spaces or outside. F2F will be required/expected to confirm to all University safety protocols including 6ft social distancing, wearing masks, and faculty who meet students in their office will be responsible for sanitizing their own office spaces including door handles, etc. Plans are to have sanitizing supplies available in each classroom building in location to be determined by each Dean.

15. 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 2021, shall not include student evaluation data from the Fall 2020 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 reduction or elimination of funding for professional development in the 20-21 fiscal year, professional development shall not form a component portion of the Annual Report.

16. 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.

17. Either party to this MOA may request renegotiation of the working conditions portion of this MOA after conclusion of the Fall 2020 semester. Any such negotiation must be concluded by January 10, 2021, to allow adequate time for ratification.

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**

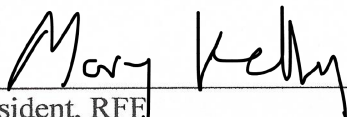
3. Article 20: The University proposes that the **wage** increase scheduled to go into effect on September 1, 2020, for full-time members of the RFF be deferred to and combined with the increase scheduled to go into effect on September 1, 2021.

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

August 13, 2020
Date



Provost, FPU

8/13/2020
Date