

MEMORANDUM OF UNDERSTANDING BETWEEN  
EASTERN FLORIDA STATE COLLEGE  
AND  
THE UNITED FACULTY OF FLORIDA

**Alteration of Faculty Responsibilities During CoVID-19**

This Memorandum of Understanding is entered into by and between the Eastern Florida State College District Board of Trustees (EFSC-BOT) and the Brevard Chapter of the United Faculty of Florida (UFF-Brevard). The Parties hereby agree to the following alteration of faculty responsibilities, which shall be used for the duration of the CoVID-19 pandemic. All alterations are subject to change based on CDC and County Health Requirements. Substantive changes shall be by mutual agreement when not in conflict with state or federal regulations.

A. High Risk Faculty Status:

1. If a faculty member is considered high risk or regularly care for someone who is considered high risk based on CDC criteria, they shall be given a remote assignment. Where feasible, instructional faculty may receive an assignment of all remote learning (Live Online Synchronous, Asynchronous, or traditional EF Online courses). Where it is not feasible, faculty will be assigned non-instructional duties to meet their load point obligations. Non-instructional faculty shall be allowed to work remotely.

B. Course Scheduling:

1. To meet the College's desire of a 75%:25% Face-to-Face to Live Online ratio of course offerings for the four physical campuses, the following guidelines shall be observed:
2. The 75/25 refers to sections offered, not to faculty scheduling. Individual may have a different ratio based on a variety of factors such as high-risk status or departmental need.
3. Hybrid courses shall be defined by the definition in the AAC Handbook that has recently been submitted for review. This definition may still be modified during the approval process, but it currently states:
  - a. A hybrid course requires both online and face-to-face coursework. Instructors must be available a minimum of 50% of the contact hours in the assigned classroom for the course at the course's scheduled day and time. Some programs may have more program-specific student attendance requirements. These specific programs may not permit a hybrid course format.
4. Attendance policy and requirements outside of census reporting requirements shall still be set by individual instructors for all courses.
5. Spring 2021 face-to-face and hybrid courses shall have reduced class enrollment maximums. Class enrollment maximums shall be reduced by up to 50% of capacity to meet social distancing recommendations from the CDC. A course may have a higher course enrollment maximum provided that social distancing guidelines can still be followed. Some courses may require lower caps in order to follow CDC social distancing guidelines.

- a. Faculty understand that these reduced enrollment maximums may require faculty to take on additional overloads.

C. Remote Office Hours

1. All faculty will be allowed to conduct remote office hours to meet office hour requirements. Faculty may, at their discretion, offer limited face-to-face office hours by appointment only. Remote office hours may still have set hours of availability to ensure student access and accountability.

D. COVID-19 Remote Learning Protocol

1. If a student, staff, or faculty member is exposed or tests positive for COVID-19 the next class meeting may be shifted to a remote assignment until contact tracing is completed. Once contact tracing is completed:
  - a. if there is no evidence of community spread, face-to-face instruction shall resume with the exposed / COVID-19 positive student, staff, or faculty member not returning until they are cleared through the College's Return to Campus protocol.
  - b. if there is evidence of the possibility of community spread based on CDC guidelines, the course shall transition to remote learning until the class is cleared through the College's Return to Campus protocol.
2. Any course expected to miss significant face-to-face instruction (more than two weeks) shall be transitioned to a Live Online course (either synchronous or asynchronous, whichever is more appropriate) to allow for consistent instruction to students.
  - a. Courses that must meet face-to-face due to accreditation, legislative, or curriculum reasons shall individually work with the College to develop an emergency plan for transitioning coursework. This includes lab courses or clinical site courses.
3. Faculty have the right of expectation that any student who misses extended periods of time due to COVID-19 shall remain in contact and utilize remote office hours, so they do not fall behind.
4. Faculty shall require documentation to provide any accommodations due to COVID-19 and no accommodation shall be unduly burdensome to the faculty. Faculty members shall work with their campus Associate Provost to determine what accommodations, if any, will be made for each student on a case by case basis.

E. Classroom, Library, and Public Spacing Cleaning Schedule

1. The College shall create a cleaning schedule that follows CDC guidelines, which includes regular cleaning intervals.
  - a. No faculty shall be held responsible / liable in the event a COVID-19 infection occurs in the course of their regular job duties.
  - b. Faculty shall not be responsible for sanitizing classrooms or libraries except in such cases where it is part of the curriculum of the course.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives on this 12<sup>th</sup> day of October 2020.

**Laura D Earle** Digitally signed by Laura D Earle  
Date: 2020.10.12 08:37:33 -04'00'

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Chapter President  
UFF-Brevard

**Randall P. Fletcher** Digitally signed by Randall P.  
Fletcher  
Date: 2020.10.12 11:28:55 -04'00'

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VP, Academics & Student Affairs

**Andrew Lieb** Digitally signed by Andrew Lieb  
Date: 2020.10.12 07:45:13 -04'00'

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Chief Negotiator  
UFF-Brevard