

MEMORANDUM OF UNDERSTANDING BETWEEN
FLORIDA SOUTHWESTERN STATE COLLEGE
AND
FLORIDA SOUTHWESTERN STATE COLLEGE FACULTY FEDERATION

This is a Memorandum of Understanding concerning the agreement between the Florida SouthWestern State College, FL (hereinafter "College") and the Florida SouthWestern State College Faculty Federation (hereinafter "Union"). During the current health emergency brought on by the coronavirus (COVID-19) pandemic, FSW State College and the FSW State College Faculty Federation are committed to maintaining the productive and efficient operation of the College in a safe and healthy environment.

To this end, this memorandum of understanding provides a temporary alternative option to terms and conditions of the FSW Board of Trustees and the FSW Collective Negotiations Agreement as a result of the emergency period for the 20/21 school year.

The parties shall retain all other collective bargaining agreement rights. Nothing in this Memorandum of Understanding shall be construed as a waiver of the right to bargain additional impacts regarding BoT decisions made during the COVID-19 pandemic which impact wages, hours, and working conditions, or any other collective bargaining rights.

This Memorandum of Understanding shall be effective upon ratification by both parties.

WHEREAS, the College and Union have a Collective Negotiations Agreement in effect from July 1, 2019 to June 30, 2022, and

WHEREAS, Article 8, Section 1.2 outlines the Office Hours mutually negotiated by both parties;

WHEREAS, both parties wish to provide a temporary alternative option to the language negotiated;

NOW, THEREFORE, and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree that Section be amended for AY 2020-2021 as follows:

8.1.2 Office Hours

A. Full-time faculty are required to schedule a minimum of ten (10) hours per week of office hours, during Fall and Spring semesters. Office hours will be posted on or adjacent to faculty office doors by means of a "Class and Office Hours Schedule." Additional office hours beyond the required ten (10) hours may be scheduled and students may also be seen by appointment.

B. In order to accommodate online student needs, a faculty member may keep office hours in proportion to his/her teaching load. That is, teaching 15 online hours as base load equals up to 5 online office hours, 12 online hours as base load equals up to 4 online office hours, 6 or less teaching hours as base load equals up to 3 online office hours. The Academic Dean/Supervising Administrator must approve these office hours.

Temporary alternative option:

1. To maintain safety standards during the COVID-19 pandemic, faculty falling into high risk categories as defined by the CDC have the option to complete office hours online during AY 2020-2021.
2. In order to support remote and online instruction in the AY 2020-2021, those faculty teaching 15 online hours as base load may hold their total 10 hours of office hours online.
3. In order to ensure availability of faculty choosing the temporary alternative teaching modality option, during online office hours, faculty will be available synchronously and virtually via Zoom or Canvas Conference. Faculty will provide their students and academic supervisors with a direct link to their virtual meeting room.


IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this 1st day of July 2020.


Signed on 8/26/2020

Florida SouthWestern State College

Florida SouthWestern State College

Faculty Federation

By:  _____

By:  _____

Title: __President, FSWSC-FF_____

Chief Human Resources & Organizational
Development Officer