

Memorandum of Understanding

California Polytechnic State University, San Luis Obispo AY 2021-2022 Repopulation Plan
August 17, 2021

This Agreement (“Agreement”) is entered into between the Board of Trustees of the California State University through its California Polytechnic State University, San Luis Obispo campus (“Cal Poly SLO” or “Cal Poly”) and the California Faculty Association (“CFA”) through its San Luis Obispo chapter (“CFA SLO”), all of whom are designated collectively as the parties to this Agreement, regarding the AY 2021-2022 Repopulation Plan. Notice was provided to CFA on May 7, 2021 and the parties met and conferred on May 17, July 28, August 3, 2021, and August 9, 2021.

As a result of the meetings the parties agree as follows:


1. SAFETY. In accordance with Article 37 (Safety) of the Collective Bargaining Agreement for CSU faculty, Cal Poly SLO shall endeavor to maintain conditions that are conducive to the health and safety of faculty bargaining unit employees at Cal Poly SLO. Such conditions shall be established in the context of the COVID-19 pandemic and shall be consistent with applicable county, state, and federal regulations and guidelines. The University agrees to adhere to all timelines and protocols in the Repopulation Health and Safety Plan, and will endeavor to inform CFA of significant changes to that plan when they occur. In accordance with Article 37, a faculty member who believes in good faith that they are being required to work under unhealthy or unsafe conditions that exist due to the COVID-19 pandemic shall immediately notify the appropriate administrator. The appropriate administrator will endeavor to expedite investigation of the alleged unhealthy or unsafe conditions and expedite any steps necessary to correct unhealthy or unsafe conditions related to the COVID-19 pandemic. Nothing in this provision shall limit or constrain the ability of Cal Poly SLO to investigate or mitigate other urgent, time-sensitive, life-threatening health or safety hazards.

2. SAFETY COMPLIANCE. In order to protect the health and safety of all Cal Poly faculty, students, and staff, Cal Poly SLO and CFA SLO shall endeavor to develop joint messaging regarding faculty compliance with COVID-19 safety rules and protocols.
3. MEDICAL ACCOMODATION FOR REMOTE WORK. A faculty member who has a medical need to work remotely should seek an accommodation via Cal Poly's Human Resources department. Cal Poly shall provide reasonable accommodations consistent with obligations under the Americans with Disabilities Act.
4. FURNITURE AND EQUIPMENT. Faculty working remotely during the transition to full repopulation may submit requests to the appropriate administrator to borrow furniture or equipment from their campus workspace. If the appropriate administrator approves the request and the employee will have custody of CAL POLY-owned furniture or equipment at a location other than a CAL POLY worksite, the items being removed must be documented through the Property Accounting Office (a department in Financial Services). (Contact the Property Accounting Office at 805-756-2570 or the Fiscal Services/Property Accounting website to obtain a copy of the "Off-Campus Equipment Control Policy and Procedure" and the authorization form.) The employee is responsible for designating a remote workspace and ensuring that their remote workspace is configured to minimize the risk of injury. For reference, faculty should see the Environmental Health and Safety (EH&S) guidelines for working from home and ensure they have the necessary equipment to carry out assigned duties.
5. MODALITY OF INSTRUCTION. Decisions pertaining to the modality of instruction shall be based on the considerations outlined in the AY 21-22 Repopulation Plan, Article 20.2.b of the collective bargaining agreement between the Parties, and, in consideration of the COVID19 pandemic, faculty teaching preferences. The modality of instruction in and of itself shall not adversely impact any faculty member's retention, promotion, tenure, or appointment.
6. WORKLOAD. Faculty shall not be required to teach any single course section in more than one modality of instruction.

7. INSTRUCTIONAL TECHNOLOGIES. ¹ Cal Poly SLO shall provide faculty with access to instructional technologies including, but not limited to, video conferencing software such as Zoom and a Learning Management System such as Canvas. Unless departmental or college faculty have chosen to use specific technologies, each individual faculty member may choose which of the university provided technologies (if any) to use. Faculty who choose to employ technologies that are not provided by Cal Poly SLO shall ensure that their use of such technology, and the actual technology, comply with CSU and Cal Poly SLO policies; compliance does not create an obligation of the university to purchase additional software packages.
8. STUDENT EVALUATIONS OF TEACHING and CLIENT SATISFACTION EVALUATIONS FOR COUNSELORS. Faculty shall not be held responsible for low student evaluation or client satisfaction evaluation response rates. A faculty member who receives student evaluations or client satisfaction evaluations that are not representative of that faculty member's general teaching or counseling effectiveness may request that the appropriate administrator remove such evaluations from the faculty member's Personnel Action File. The appropriate administrator shall consider and may approve such requests.
9. This agreement shall be in effect for Academic Year 2021-2022.
10. This Agreement does not establish a precedent at Cal Poly SLO, or any other campus within the CSU system.
11. CFA acknowledges that Cal Poly SLO has fully satisfied its obligation to meet and confer regarding the AY 2021-2022 Repopulation Plan. This Agreement does not alter or abridge the rights and obligations contained in the Parties' 2014-2017 Collective Bargaining Agreement, which has been extended up to and including August 31, 2021.

¹ The term "technologies" includes hardware, software, and third-party hosted services.

For CSU:


[Al Liddicoat \(Aug 18, 2021 11:03 PDT\)](#) Aug 18, 2021

Albert A. Liddicoat, Ph.D.
Vice President for Human Resources and
Academic Personnel
Cal Poly

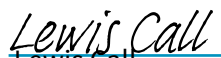

[Adrienne Ratner \(Aug 18, 2021 10:42 PDT\)](#) Aug 18, 2021

Adrienne Ratner
Associate Vice President for Academic Personnel
Employee and Labor Relations
Cal Poly



[Neha Shah \(Aug 18, 2021 11:36 PDT\)](#) Aug 18, 2021

Neha R. Shah
Systemwide Labor Relations Manager
California State University, Office of the Chancellor

For CFA:


[Lewis Call \(Aug 17, 2021 08:52 PDT\)](#) Aug 17, 2021

Lewis Call, Ph.D.
California Faculty Association SLO President
Professor of History


[CFLANERY \(Aug 18, 2021 09:28 PDT\)](#) Aug 18, 2021

Craig Flanery, Ph.D.
California Faculty Association Staff











CalPoly-CFA MOU_Repopulation_(8.17.21)


Final Audit Report

2021-08-18


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 Agreement completed.

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