

MEMORANDUM OF UNDERSTANDING: COVID-19 HEALTH EMERGENCY

During the current health emergency brought on by the coronavirus (COVID-19) pandemic, UFF-FSU and the FSU Board of Trustees are committed to maintaining the productive and efficient operation of the University in a safe and healthy environment. To this end, this memorandum of understanding provides clarifications to terms and conditions of the UFF-FSU Collective Bargaining Agreement as a result of the emergency period.

1. All course content and course delivery materials created as a result of mandated transition to remote teaching due to the coronavirus pandemic will be treated like any other course content and course delivery materials created by a faculty member, pursuant to the Collective Bargaining Agreement and applicable law.
2. Considering the online transition of classes and other disruptions to teaching protocols (e.g. lack of access to testing center) due to COVID-19, ratings from student course evaluations (SPCI) in Spring 2020 will be excluded from consideration when conducting annual evaluations and progress towards promotion/tenure letters, unless the faculty member requests to have the ratings included. Ratings from student course evaluations (SPCI) for Spring 2020 will also be excluded for faculty on Performance Improvement Plans for reasons related to teaching, thus extending the PIP one semester. Faculty who are required to transition classes to online teaching in future semesters due to the COVID-19 emergency shall have the option to exclude those student ratings (SPCI) from consideration in all of their evaluations and, if applicable, from teaching-based Performance Improvement Plans (thus extending the PIP). Note that this does not include student ratings of courses that are usually taught online.
3. Because the impacts of COVID-19 health emergency are local (including but not limited to temporary closure or restricted access to university research facilities), national, and international in scope, it is critical that any impacts that reduce or make impossible the faculty members' ability to conduct or present their scholarship, creative activities, or research must be duly considered when conducting progress towards promotion/tenure reviews and promotion/tenure reviews of affected faculty members. For any annual review that includes a disrupted semester, the impact will be considered for the period of review defined by departmental bylaws, but not to extend past the 2023 annual evaluation. Research-based PIPs shall be extended for as long as the temporary closure or restricted access to research facilities disrupts regular operations.
4. During the emergency period, faculty members shall be permitted to work remotely, provided that the assigned duties are able to be accomplished remotely. Some faculty members may be designated as on-campus essential employees and required to report to campus in accordance with University's directives and the Governor's Executive Orders.

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Chief Negotiator – FSU BOT

  
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Chief Negotiators – UFF FSU

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5. Regardless of whether they are required to report to campus for duty, faculty shall have access to their offices and, if applicable, laboratories and other facilities necessary for the conduct of their research, consistent with campus safety policy, unless an individual faculty member has been advised to self-quarantine for 14-days. Should it become necessary to restrict access to campus facilities, the University shall provide adequate notice to faculty, if practicable. If such restriction is enacted, faculty members must refrain from coming to campus.
6. The parties recognize that the coronavirus (COVID-19) pandemic has created circumstances that may prevent or interrupt faculty progress toward professional and scholarly achievement. In recognition of these circumstances, all eligible tenure-track faculty will be granted a one-year extension to their tenure clock. This extra year is in addition to any prior extensions of the tenure clock a faculty member may have been granted. All current tenure-earning faculty are eligible for this extension except those who have received notification of nonrenewal prior to the start of the 2020-21 academic year. Faculty may opt out of this one-year extension and continue with their original tenure timeline. The decision to reject the extension is irrevocable and must be made prior to becoming a tenure candidate. Eligible faculty with fewer than five years of tenure-earning service prior to Fall 2020 (including years credited toward tenure) have until October 15<sup>th</sup> of their 5th year of tenure-earning service to opt out of the tenure clock extension. For eligible faculty with five or more years of tenure-earning service, the decision to opt out of the tenure clock extension must be made no later than September 1, 2020. This does not exempt the University from observing all other actions and obligations in the FSU-BOT/UFF-FSU Collective Bargaining Agreement.
7. Eligible faculty members may be provided 80 hours of Emergency Paid Sick Leave in accordance with the Families First Coronavirus Response Act. If a faculty member has exhausted their 80-hour entitlement, and they are unable to complete their job duties remotely, they may qualify for Paid Administrative Leave through April 30, 2020.

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Chief Negotiator – FSU BOT

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Date

  
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