

## 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. We agree that the following terms and conditions shall remain in effect until the State of Florida declares an end to the emergency.

~~During the current health emergency, 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. State, federal, and international health organizations recommend social distancing as the most effective immediate response to this pandemic. This agreement acknowledges those recommendations. To this end, we agree that the following terms and conditions shall remain in effect until the State of Florida declares an end to the emergency. During this period, the University agrees to consult with UFF-FSU on its crisis management response.~~

### **Campus Repopulation Workplace Guidance**

~~Campus repopulation is predicated upon FSU's "Faculty & Staff Campus Repopulation Guidance."~~

1. The FSU Administration and UFF-FSU agree to continue to have open discussions on the ~~potential~~ workplace modalities and changes during the Covid-19 epidemic, particularly in their impact on faculty members. These discussions may be informal in nature or may be subject to consultation as outlined in Article 1, Recognition and Article 2, Consultation.
2. 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. In such cases, faculty members are exempted if they have a health vulnerability or are caring for or living with someone who has a health vulnerability.
- ~~2.3.~~ All faculty members working remotely are permitted to take care of their children and dependents, as needed, for the duration of the emergency.
  - ~~1. — are permitted to take care of their children and dependents, as needed, for the duration of the emergency should establish a schedule so that they may meet their work obligations and their family obligations. During the emergency, the Telecommuting policy does not apply to faculty members.~~
  2. —
- ~~3.4.~~ The University will not impose any quotas with regard to how many or what percentage of faculty members in a particular unit need to be on campus during the emergency. The University will not impose any minimum quotas on the campus presence of faculty members in a particular unit.
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4. ~~5.~~ Some aspects of normal assignments (e.g. travel or situations where social distancing is difficult) may involve undue risk to the faculty member due to the Covid-19 emergency. In such cases, faculty will receive alternative assignments. We recognize that some areas of "normal" assignments (engagement with off-site settings, grant-funded deliverables, etc.) may not be possible to complete given the health and safety conditions related to COVID-19. All faculty members who otherwise would be assigned such work if not for the health and safety concerns related to the COVID-19 global pandemic will receive alternative assignments.

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.

4.5.

6. Eligible faculty members may be provided 80 hours of Emergency Paid Sick Leave in accordance with the Families First Coronavirus Response Act.

5.7. Faculty whose on-campus presence is required shall be provided with Covid-19 testing up to once a week, upon request.

#### **Instructional Assignment/Evaluation**

~~6.8.~~ In order to ensure the safety and health of faculty and students, courses for Fall 2020 will be offered ~~across four~~ in various modalities, such as modalities: face-to-face, hybrid, synchronous remote, and asynchronous remote. The faculty member's assignment for Fall 2020 shall consider the course delivery method that best The motivation behind decisions about course delivery should be to ensure student success while maintaining required safety and risk-mitigation measures. The University will continue to provide support and training for remote instruction during the COVID-19 emergency.

~~7.9.~~ 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.

4. ~~Faculty shall maintain ownership of all course content, even if it is presented in an online format, in accordance with Section 18.3 (c) of the Collective Bargaining Agreement (CBA).~~

~~8.10.~~ 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 Perceptions of Courses and Instruction student course evaluations (SPCI) in Spring 2020 and Summer 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

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~~student course evaluations (SPCI) for Spring 2020 and Summer 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, including Fall 2020, 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 SPCI for student ratings of courses that are usually taught online. Modified course modalities mandated by the University shall not negatively impact, but may be used to positively affect, supervisory review, annual evaluations, Performance Improvement Plans (PIPs), and review for tenure and promotion until the end of the emergency.~~

~~5. No change in assignment for affected semesters shall require a faculty member not initially assigned on-campus instructional work to perform such work on campus.~~

~~9.11. Given the uncertainty arising from COVID-19, it is possible that assigned activities for Spring 2021 may change. Such changes shall be communicated to faculty no later than two weeks before the beginning of instruction. as soon as possible. no later than December 5th, 2020.~~

~~1. Student course evaluations shall not negatively impact, but may be used to positively impact, annual evaluations until the end of the emergency.~~

~~2. Should a course need to transition to another modality, there shall be no adverse action arising from the sudden change in course modality for either students or faculty.~~

~~3. Any move to new modalities does not set precedents for or inherently constitute consent to these modalities for future instructional work. Any move to new modalities does not set precedent for or inherently constitute consent to these modalities for future instructional work.~~

~~10.12. Supervisory Access to Canvas Course Shells: To the extent possible, faculty members will be given as much advance notice as possible, if a supervisor or administrator needs access to a Canvas Course site. Requests to access faculty members' Canvas sites shells must be approved by the faculty member. Such requests and the reasons for requested access must be made in writing at least 2 weeks in advance.~~

### Face-to-face Instruction

~~11.13. The University will provide at least two reusable cloth face coverings to each faculty member who is on campus during this period. It is the responsibility of the faculty member to ensure safety measures with regard to use of the face covering, including but not limited to frequently washing and cleaning the face covering.~~

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~~12-14.~~ Faculty will not be responsible for enforcing social distancing or face-covering policies. However, ~~faculty have the right to ask a non-compliant student to leave a particular class. Faculty also have the right to end a class session whenever they do not feel safe due to students not following classroom health and safety protocols. Faculty~~ faculty must may report ~~address~~ any ~~such infractions incidents~~ as described in Article 5.4(d). Faculty also have the right to end a class session when the instruction space becomes unsafe due to violations of University policy.

~~13-15.~~ The University will strive to ~~is responsible for~~ providing a safe and clean classroom. Faculty will be encouraged to disinfect surfaces (including computers, mice/keyboards, and other devices/equipment) with which they engage before and after class. The university will provide appropriate disinfectant materials in each classroom, if adequate supplies are available. No faculty will be compelled to conduct class in a room that is not clean or that does not have appropriate cleaning materials provided.

### Research Assignment/Evaluation

~~14-16.~~ 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.

~~15-17.~~ ~~The COVID-19 health emergency and its many ramifications will undoubtedly affect scholarship and creative activity for faculty. Therefore, a reduction in research productivity shall not negatively impact annual evaluations.~~ Request for access to different laboratories and research spaces will be reviewed and communicated following university processes established by the Office of Research and are subject to all University policies and procedures. Faculty should discuss with their Chair/Director when engaging students in their lab to ensure that all safety protocols are in place. 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 entering ~~coming to the affected facility~~ campus.

### Service/Engagement Assignments

~~16-18.~~ No faculty member will be required to come to campus for service/engagement responsibilities if the assigned responsibility can reasonably be accomplished remotely.

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17-19. The University will provide an opportunity for remote participation in all ~~on-campus meetings related to faculty work~~ faculty meetings or committee meetings that require attendance as part of the faculty member's Assignment of Responsibilities.

**Tenure & Promotion**

18-20. The parties recognize that the 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 who were employed in their current position in spring 2020 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.

19-21. 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 15th of their fifth 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.

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