

## **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. The parties agree that the terms and conditions outlined herein will sunset effective December 31, 2020, unless the parties agree to extend it for the Spring 2021 semester.

### **Workplace Guidance**

1. The FSU Administration and UFF-FSU agree to continue to have open discussions on the 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 may be assigned remote responsibilities, including remote instruction, and would not be required to report to campus for these assignments. Some faculty members may be assigned on-campus duties, which include face-to-face instruction, and required to report to campus.
3. Faculty members may request a temporary modification to their Assignments of Responsibilities based on high-risk concerns. Modifications may include remote work if appropriate, but other modifications may include options for physical distancing, alternative work locations, reassignment, modified or flexible schedules, and/or the use of personal leave. In evaluating the request, HR may request medical documentation.
4. The University's telecommuting policy generally does not apply to faculty members whose job duties do not require them to be on campus full time during normal business hours (8:00 am to 5:00 pm).
5. Eligible faculty members may be provided 80 hours of Emergency Paid Sick Leave in accordance with the Families First Coronavirus Response Act.
6. For calendar year 2020, 12-month faculty members will automatically retain up to 80 hours in excess of the normal year end maximum of 352 hours of annual leave, for a total annual leave balance of up to 432 hours, unless they request to have the excess annual leave converted into sick leave at the end of the first full pay period of the following year.

### **Instructional Assignment/Evaluation**

7. In order to mitigate the risk of COVID-19 workplace exposure of faculty and students, courses for Fall 2020 will be offered in various modalities, such as face-to-face, hybrid, synchronous remote, and asynchronous remote. The faculty member's assignment for Fall 2020 should consider the course delivery method that best ensures student success while maintaining safety and risk-mitigation measures. The University will continue to provide support and training for remote instruction during the COVID-19 emergency.

8. 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.

9. 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 (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 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 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 courses that are usually taught online.

10. Given the uncertainty arising from COVID-19, it is possible that assigned activities for Spring 2021 may change. The University will make a reasonable and good faith effort to communicate such changes to faculty no later than two weeks before the beginning of instruction.

11. Considerations in assigning future teaching are itemized in Article 9.2 (f)(3)(a-p) and shall not include having taught in a new modality during the emergency unless the BOT and UFF agree to add this consideration.

### **Face-to-face Instruction**

12. The University will provide, upon request, 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.

13. Faculty will make a reasonable and good faith effort to ensure students are aware of University safety policies. Faculty may address any safety infractions as described in Article 5.4(d). Faculty members also have the right to end a class session when the instruction space becomes unsafe due to violations of University safety policy and should notify their supervisor and the Student Conduct Office if they do.

14. The University will strive to provide 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. Faculty members have the right to end a class session if the instruction space is not clean and cleaning supplies are unavailable and should notify their supervisor if they do.

### **Research Assignment/Evaluation**

15. The parties recognize that 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. Impacts from the Covid-19 emergency 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 semester disrupted by COVID-19, 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.

16. 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 the affected facility.

### **Service/Engagement Assignments**

17. If a faculty member's Assignment of Responsibilities requires service responsibilities or meeting attendance, these may be undertaken remotely unless the assignment cannot be accomplished remotely.

### **Tenure & Promotion**

18. 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 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. 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.