

MEMORANDUM OF UNDERSTANDING: COVID-19 HEALTH EMERGENCY

During the current health emergency brought on by the coronavirus 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, we agree that the following terms and conditions shall remain in effect until the state of Florida declares an end to the emergency.

1. The collective bargaining agreement and federal and state intellectual property law shall apply to all course content and course delivery materials created as a result of the mandated transition to online instruction.
2. There shall be no adverse employment or evaluative action arising from the online transition of classes and other disruptions to teaching protocols (e.g. lack of access to testing center). Thus, Spring 2020 course evaluations will be excluded from all future annual evaluations and tenure/promotion evaluations. Spring 2020 course evaluations will also be excluded for faculty on Performance Improvement Plans for reasons related to teaching, thus extending the PIP one semester.
3. Because the impacts of COVID-19 health emergency are local, national, and international in scope, any impacts that reduce or make impossible faculty members' ability to conduct or present their scholarship, creative activities, or research shall not negatively affect their annual evaluations or tenure and/or promotion reviews.
4. Where faculty have made nonrefundable plans connected to previously-approved University travel and the conference or event is cancelled, the University shall reimburse the faculty member the amount of the previously-approved nonrefundable travel. In such instances, the faculty member must document a good faith effort to have sought reimbursement from the entities that received the nonrefundable payments connected to the previously approved travel.
5. The mandatory closure of university research facilities shall not negatively impact the annual evaluations or the tenure and/or promotion of affected faculty.
6. Faculty shall be allowed work from home without redeeming accrued leave, provided that assigned duties are able to be accomplished remotely. Supervisors shall allow such arrangements unless the legitimate business interests of FSU that require the faculty member to report for duty clearly outweigh the health and welfare risks to the faculty member, to FSU, and to the surrounding community. If the supervisor refuses, the faculty member may apply to the Office of Faculty Development and Advancement for permission. While the request is being processed, faculty shall be allowed to work from home.

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Chief Negotiator – FSU BOT

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7. Regardless of whether they elect 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. Should it become necessary to restrict access to campus facilities, the University shall provide adequate notice to faculty.

8. Working away from campus, having limited ability to collect and analyze data, and pivoting to all-online course delivery may detract from research, teaching and/or service activities of faculty. Pre-tenure faculty may therefore exercise the option of extending their probationary period by one year, beginning with the 2019-2020 academic year. If the faculty member later decides to not use the additional year, he or she may revert to the original timetable.

9. The University shall, upon receipt of appropriate documentation, provide up to fourteen (14) days of additional paid sick leave to faculty who contract the virus or are otherwise required to self-quarantine. After the period of absence, the faculty may, without penalty, submit claims for additional sick leave.

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