

Faculty Remote Work Memorandum of Understanding

During the current health emergency, UFF-FIU and the Board of Trustees are committed to maintaining a 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, escalates the emergency, or August 10, 2020. During this period, the University agrees to consult with a representative from UFF-FIU on its crisis management response.

Instructional Assignment/Evaluation

1. Faculty migrated all Spring classes to remote instruction starting on Thursday March 12, 2020. All classes scheduled for Summer A, B or C sessions will be conducted remotely as well. The University will continue to provide support and training for remote instruction.
2. Faculty shall maintain ownership of all course content, even if it is presented in an online format.
3. Remote instruction and online presentations as mandated by the University shall not negatively impact supervisory review or annual evaluations. However, they may be used to positive effect.
4. The presentation of course content will be affected dramatically by the shift to online platforms. Therefore, student course evaluations shall not negatively impact annual evaluations. However, they may be used to positive effect. There shall be no adverse action arising from the sudden online transition of classes that were not designed for this format.
5. Moving to temporary remote instruction does not set precedents for or inherently consent to future remote instructional work. The decision to move to remote instruction arises only from the unique circumstances arising from the COVID-19 global pandemic.

Research Assignment/Evaluation

6. The COVID-19 health emergency and its many ramifications will undoubtedly affect scholarship and creative activity for faculty. As such, any lack of research productivity as impacted by this situation for faculty with research assignments during AY19-20 shall not negatively impact annual evaluations. Faculty are encouraged to report their prior scholarship and creative activity which can be used to positive effect.
7. Request for access to different laboratories and research spaces will be reviewed and communicated following university processes established by ORED and AA. These processes are based on the best interests in the safety of the faculty and staff as conditions allow.

Tenure & Promotion

8. Tenure Clock Pause and Extension: As we are still uncertain as to the length of the COVID-19 health emergency, the University recognizes that many pre-tenure faculty may not yet know the impact it will have on their scholarship and creative activities. To ensure affected faculty's tenure progression is not negatively impacted from the sudden and substantial disruptions to their research productivity, and to ensure faculty whose research productivity has not been substantially disrupted are not required to

extend their clock, the following process has been created to facilitate changes to the current tenure-clock timeline:

a.) Pre-tenure faculty who are concerned about their scholarship and creative activities have or will potentially be substantially impacted by the current health emergency may request a temporary pause of their tenure-clock. Such requests shall be made to their department chair no later than August 10, 2020.

b.) A temporary pause does not necessarily indicate a request for or approval of a tenure clock extension. Instead, it identifies potentially impacted faculty and begins the process for potential tenure clock extensions.

c.) During the period of the temporary pause, faculty will consult with their department chair about the impact the health emergency has had on their scholarship and creative activity and if a tenure-clock extension is both warranted and advisable.

d.) Faculty have until December 31, 2020 to either stop the pause on their tenure clock or to request a formal extension of their tenure clock due to the reasons related to the COVID-19 health emergency.

e.) No negative action shall be taken against a faculty member who requests a temporary pause and does not formally request a tenure-clock extension. Their tenure clock will continue as normal and no time will be lost due to the temporary pause.

f.) Faculty who wish to request a tenure-clock extension should follow established processes outlined in the Tenure and Promotion Manual.

9. Future Promotion Decisions for Both Tenure-Earning and Non-tenure Earning Faculty: Faculty AY19-20 annual evaluations shall not negatively impact third year reviews or future tenure and/or promotion recommendations from Department Committees, Department Chairs, College Committees, Deans, the Provost, and the President. They may be used for positive effect.

10. General Remote Work Agreement

*Name

Faculty agrees to follow University directives concerning required remote work and all applicable statutes, regulations, policies, procedures, and guidelines including those in this agreement. This agreement does not supersede the Collective Bargaining Agreement.

Faculty assignments remain the same as when working under normal university operations. Faculty must continue to actively work to meet their teaching, research, and service obligations, with specific attention to continued instruction required to meet course objectives. The instructor of record continues to have the autonomy and academic freedom to determine how best to achieve course goals within remote settings.

While working remotely and under contract, faculty will:

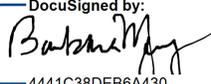
- To the degree possible remain accessible in ways consistent with their schedule during normal university operations.
- Communicate issues, needs, and concerns with their department chair.
- Engage with remote program, department, chair/director, college, and university meetings consistent with their engagement during normal university operations.
- Not be required to report to campus in a declared emergency until such emergency is lifted and communicated by the University or proper health and safety precautions are in place and communicated to the faculty.

Security, Space, and Maintenance of Equipment

- The University shall not require any changes, modifications, or impose any requirements on faculty's remote work locations.
- The University shall provide reasonable technology and materials required for faculty to meet their teaching, research, and service obligations. The University shall not impose any requirement on faculty to purchase or otherwise secure materials required for meeting their assignment.
- Faculty agrees to continue to comply with FIU IT security policies and protect University-owned equipment from unauthorized modification or destruction. All FIU equipment will be serviced and maintained by FIU to the extent possible given the limitations imposed by the current health emergency. Equipment provided by the employee will be at no cost to FIU and will be maintained by the employee.
- Faculty agrees to report to their department chair any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity, including any work-related accidents.
- Faculty understands that all equipment, records, and materials provided by the University shall remain the property of the University.

Costs: FIU will not be responsible for normal operating costs, home maintenance, or any other incidental costs (e.g., utilities, internet, etc.), associated with the use of the employee's residence for remote work. FIU will be responsible for costs associated with necessary instructional technologies faculty communicate to and which are approved by their department chair.

Termination of Agreement: This agreement shall only be terminated upon agreement between the University and UFF-FIU and after the health emergency has been declared over and proper health and safety precautions have been instituted to ensure a safe on-campus working environment.

DocuSigned by:

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Chief Negotiator
FIU-BOT
5/5/2020

Date

DocuSigned by:

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Chief Negotiator
FIU-UFF
5/5/2020

Date