

Faculty Remote Work and Spring Teaching Memorandum of Understanding

September 21, 2020 (Modified on October 1, 2020)

During the current continuing health emergency, UFF-FIU and the FIU 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 May 11, 2021 while taking in consideration the recommendations of the FIU Repopulating Task Force. During this period, the University agrees to consult with a representative from UFF-FIU on its crisis management response.

Campus Repopulation

Campus repopulation is predicated upon the "[COVID-19 Guidelines for Repopulating FIU Campuses and Regional Academic Locations](#)." Decisions to change the current state of remote work must be based on health/safety evidence and data, as recommended by FIU's Health Subcommittee, to determine best practices related to institutional contact tracing, disinfection, and isolation strategies that will enable the University to be as fully operational as possible given the current and future constraints of COVID-19.

1. The Administration and UFF-FIU have agreed on work modalities for the Spring 2021 semester. The four modalities are In Person, Hybrid, Synchronous Remote, and Fully Online.
2. Notwithstanding specific conditions outlined in this MOU, faculty are expected to perform their assigned synchronous and/or asynchronous duties consistent with the Collective Bargaining Agreement and will be held similarly accountable for them. No faculty who attest to HR ([link to process](#)) that they have a self-identified COVID-19 related health vulnerability, or who have responsibilities to care for someone who has a COVID-19 related health vulnerability, by December 7th, 2020, will be required to work in a non-remote setting in the Spring 2021 semester.
3. 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 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 increases in teaching, research, and/or service effort to correspond with any reduced effort in such areas.

Instructional Assignment/Evaluation

4. In order to ensure the safety and health of faculty and students, Spring 2021 courses will be offered across four modalities; In Person, Hybrid, Synchronous Remote, and Fully Online - in accordance with the defined repopulation plan that includes modifications in class schedules and course delivery to ensure student success while maintaining required risk mitigation measures.
5. The University will continue to provide support and training for remote instruction during the Spring 2021 semester.

6. Faculty shall maintain ownership of all course content, even if it is presented in an online format.
7. Annual assignments for AY20-21 will be made in consideration of FIU's repopulation plan. Modified course modalities mandated by the University shall not negatively impact supervisory review or annual evaluations but may be used to positive effect.
8. 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 December 14th, 2020.
9. The presentation of course content will be affected by the shift to the Spring 2021 delivery modalities, face-to-face, hybrid, approved synchronous remote, and fully online courses; regardless if the course was previously taught in the same modality. Therefore, student course evaluations shall not negatively impact annual evaluations. However, they may be used to positive effect.
10. Should a course need to transition to another modality during the Spring semester due to the health of the instructor or to the state of the pandemic, there shall be no adverse action arising from the sudden change in modality of the course for the students or faculty.
11. The decision to move to modified course modalities and course sizes has arisen only from the unique circumstances arising from the COVID-19 global pandemic and with guidelines developed by the FIU Repopulating Task Force and consistent with Centers for Disease Control and Prevention (CDC) guidelines and evidence-based approaches. As during the Summer 2020 term, the move to these new modalities does not set precedents for or inherently consent to these modalities for future instructional work.
12. Supervisory Observation of Remote or Online Classes: Faculty shall be notified at least two (2) weeks in advance of the date and time of any direct observation or visitation made in connection with the employee's annual evaluation. If the faculty determines that this date is not appropriate because of the scheduled class activities, the employee may suggest a more appropriate date. Remote or Online class observation without prior notice, for non-evaluative purposes, may be only made with written permission of the employee.
13. Supervisory Access to Canvas Course Shells: Requests to access Canvas shells of faculty assigned teaching duties must be approved by the faculty. Such requests and the reason for the requested access must be made in writing at least 2 weeks in advance.

Face-to-face Instruction

14. Faculty agreeing to teach on campus in face-to-face settings shall follow the guidelines and protocols outlined in the University's Repopulation Plan.
15. The University will provide at least two (2) face coverings to each faculty member.
16. Faculty will not be responsible for enforcing social distancing or face covering policies. Faculty have the right to ask a non-compliant student to leave a particular class but must report the non-compliant behavior to the Office of Student Conduct. Faculty have the right to end a class session any time in which they do not feel safe due to students not following established classroom health and safety protocols. Faculty must report any such incidents to their Department Chair/Director.

17. The University is responsible for providing a safe and clean classroom. Faculty will be encouraged to disinfect surfaces (including computers, mice/keyboard, and other devices/equipment) with which they engage before and after class. The university will provide appropriate disinfectant materials in each classroom. 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

18. 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 AY20-21 shall not negatively impact annual evaluations. Faculty are encouraged to have proactive discussions with their chair regarding such impacts throughout the academic year.
19. Request for access to different laboratories and research spaces will be reviewed and communicated following [university processes](#) established by the Office of Research & Economic Development (ORED) and Academic Affairs (AA). These processes are based on the best interests in the safety of the faculty and staff as conditions allow. Faculty should have continued discussions with their Chair and ORED when engaging students within their lab space to ensure all safety protocols are in place and followed.

Service/Engagement Assignments

20. No faculty who attest to HR ([link to process](#)) that they have a self-identified COVID-19 related health vulnerability, or who have responsibilities to care for someone who has a COVID-19 related health vulnerability, by December 7th, 2020, will be required to work in a non-remote setting in the Spring 2021 semester for service/engagement responsibilities.
21. The University will provide an opportunity for remote participation in all on-campus meetings related to faculty work.
22. Department Chairs/Directors shall allow wider distribution of service/engagement responsibilities during AY2020-2021 to avoid excessively burdening any individual faculty members. In particular, Department Diversity Officers and similar initiatives should be used to alleviate the burden on faculty typically tasked.

Tenure & Promotion

23. Tenure Clock Pause and Extension: As previously agreed in the May 5, 2020 MOU, because there is uncertainty 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 October 16, 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.

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.

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While working remotely and under contract, faculty will:

4. To the degree possible remain accessible in ways consistent with their schedule during normal university operations.
5. Communicate issues, needs, and concerns with their department chair.
6. Engage with remote program, department, chair/director, college, and university meetings consistent with their engagement during normal university operations.

Security, Space, and Maintenance of Equipment

7. The University shall not require any changes, modifications, or impose any requirements on faculty's remote work locations.
8. 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.
9. The faculty member understands that all equipment, records, and materials provided by the University shall remain the property of the University.
10. 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 while complying with FIU IT security measures to ensure the safeguard of FIU records and materials from unauthorized or accidental access, use, modification, destruction, or disclosure and comply with records retention policies.
11. Faculty agree to comply with relevant FIU policies especially those applicable to working remotely, workplace safety, and disclosure of conflicts of interests and approval of outside activities.
12. 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.
13. 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 in alignment with the Guidelines for Repopulating FIU developed by the Repopulating Task Force and proper health and safety precautions have been instituted to ensure a safe on-campus working environment.

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Chief Negotiator
FIU-BOT
10/2/2020
Date

DocuSigned by:

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Chief Negotiator
FIU-UFF
10/2/2020
Date