

MEMORANDUM OF UNDERSTANDING: COVID-19 HEALTH EMERGENCY

During the current health emergency brought on by the coronavirus (COVID-19) pandemic, UFF-FSUS , FSUS School Board FSU Board of Trustees are committed to maintaining the productive and efficient operation of Florida State University Schools in a safe and healthy environment. To this end, this memorandum of understanding provides clarifications to terms and conditions of the UFF-FSUS Collective Bargaining Agreement as a result of the emergency period. This MOU will automatically sunset effective December 31, 2020. Nothing in this document, however, shall be construed as a waiver of the parties' right to bargain any new material impacts, if and when they occur as a result from changed COVID-19 related conditions. Any changes to FSUS or University policies that will impact provisions of this MOU will be provided to UFF-FSUS in advance.

COVID-19 LEAVE PROVISIONS:

1. Eligible faculty members may be provided 80 hours of Emergency Paid Sick Leave and/or the Emergency Family Medical Leave Expansion in accordance with the Families First Coronavirus Response Act. Additionally, faculty members may be eligible for Family Medical Leave for their own serious health condition. The University and FSUS will provide an additional open enrollment period for eligible faculty members to apply to the University's Sick Leave Pool. The open enrollment period will begin no later than four (4) weeks after the parties reach agreement on this MOU.
2. Faculty members on a leave of absence without pay will have insurance premiums paid in accordance with University policies.
3. FSUS will safeguard COVID-19 information and all health-related information of employees in accordance with applicable federal law (including FERPA and HIPAA), state law and University policies.
4. In the event an employee is required by the University to submit to COVID-19 testing as a condition to return to work, the University will cover the cost of the testing through the University's testing site, if the employee's insurance will not cover the cost.

HIGH-RISK AND QUARANTINED EMPLOYEES:

5. Faculty members may request a temporary modification to any on-campus work assignment 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.

6. Faculty members will be required to report any COVID-19 positive test results, whether tested at the University or externally, to the Office of Human Resources or a designated FSUS point of contact. Additionally, faculty members are required to notify Human Resources or a designated FSUS point of contact of any known close contact with a COVID-19 positive individual.

CLEANING AND SAFETY PROVISIONS AT WORK

7. FSUS will ensure that each classroom has adequate cleaning supplies, if available. Teachers are not required to deep clean or sanitize classrooms; however, these supplies will be available for their use to keep common and high traffic areas as clean and sanitized as possible.
8. FSUS will encourage and communicate health and safety practices to parents, students, and employees. Employees will use their best efforts to enforce student adherence to hygiene practices, social distancing, and other safety protocols.

TEACHING PREPERATION AND WORKLOAD

9. FSUS will communicate guidelines regarding distance learning including, but not limited to cyber safety, online ethics, cyber bullying, privacy, participation and attendance, and technical support to students' parents and guardians.
10. FSUS will provide meaningful training, guidance, and instructional materials on how to select and use appropriate video and other technology platforms and on best practices for remote work and for the delivery of instruction and student support services via distance learning.
11. Professional development will be made available online to assist staff in completion of requirements for recertification.
12. If a change in assignment is required, employees will be notified of their work location, whether in the building or remote, with ample time to plan and carry out their responsibilities.
13. Teachers who use FSUS-approved crisis management strategies may be at higher risk due to the close contact needed to perform such strategies. These teachers shall be allowed no more than two (2) hours to immediately go home take a shower and change clothes. Any equipment used to perform strategies should be sanitized after use.

- 14. If any teacher is needed to cover duties outside of their area of instruction, the employee will be given written a summary and reasonable notice prior to the change of their work assignment.

TEACHER PROTECTION AND AUTHORITY

- 15. Regardless of whether they are required to report to campus for duty, faculty shall have access to their offices and, if applicable, other facilities necessary for the completion of their assignments, consistent with campus safety policy, unless an individual faculty member has been advised to self-quarantine. Should it become necessary to restrict access to campus facilities, FSUS shall provide adequate notice to faculty, if practicable. If such restriction is enacted, faculty members must refrain from coming to campus.
- 16. Teachers' rooms may be used for student lunches.

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Emily McLann
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UFF-FSUS Chief Negotiator Date

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FSU-FSUS Chief Negotiator Date