

Memorandum of Understanding
United Faculty of Florida and the Pasco-Hernando State College Board of Trustees
Subject: COVID-19 Health Emergency

The United Faculty of Florida and the Pasco-Hernando State College Board of Trustees are committed to maintaining a productive and efficient operation of the College in a safe and healthy environment. The purpose of this memorandum is to implement recommendations of federal, state, and local governments, as well as the World Health Organization, the United States Centers for Disease Control and Prevention, and to take other measures aimed at supporting the public health of the College, the State of Florida, the United States of America, and the international community. Only to the extent specifically provided below, the terms and conditions outlined in this memorandum shall supersede any other conflicting College practice or policy until the State of Emergency declared by the Governor of Florida in Executive Order No. 20-52 expires.

1. Faculty members shall be temporarily excused from physically reporting to campus for duty on any day on which classes are cancelled. Faculty shall complete assigned duties remotely to the extent possible. If duties cannot be completed remotely, the faculty member shall advise his or her immediate supervisor and await assignment of alternative duties. No faculty member shall suffer disciplinary action or loss of pay or accrued leave for not physically reporting to campus for duty on a day on which classes are cancelled. As mandated by the Florida Department of Education, Florida Board of Nursing, Gubernatorial Executive Orders, and any accreditation mandates, programs requiring face-to-face instruction may require faculty to return to campus or a clinical site to complete the delivery of courses within their program. In such instances, WHO, CDC, and other safety protocols will be implemented to provide for the health and safety of faculty and students. Additionally, the provisions of this paragraph shall not apply in the event that the College reinitiates face-to-face instruction, completely or partially, for any current or future classes. Faculty should monitor all communication channels and be prepared to return to campus when instructed and as needed.
2. The dedication, quality of work, number of work hours, academic rigor, and student learning outcomes expected of a telecommuting faculty are the same as if the faculty was performing his or her job duties and responsibilities at a College facility. In the event a faculty member does not satisfactorily perform assigned duties remotely, the College may take appropriate action.
3. Telecommuting will not be used as a substitute for, or to circumvent, personal or sick leave usage. Employees who are sick are expected to take and use sick leave appropriately and are not expected to work at home while using sick leave.
4. The College is not responsible for costs associated with working at home, such as electrical utilities, internet access, voice/data line, computer hardware, heating, A/C, etc.
5. Regardless of whether they elect to report to campus for duty, faculty shall continue to have access to their offices and, if applicable, laboratories, unless the College President issues a contrary directive to close such access for safety or public interest reasons.
6. Faculty shall continue efforts to transition to remote instruction via Canvas for as long a duration as needed. The College shall continue to provide support and assistance upon request of the faculty member in making this transition. Faculty shall be required to post course materials in advance of their expected date of use in a timely manner.

7. Ownership and rights over all course materials developed for face-to-face classes and transitioned to Canvas shall not be affected by such transition. As is current College policy, the College shall remain the sole and exclusive owner of all developed model online courses or those in development and any rights concerning such courses, including but not limited to the right to use, distribute, sell, copyright or make such courses available. No portion of any model online courses may be produced or reproduced without written permission from the College.
8. Faculty may be granted additional time not to exceed one additional year to complete the requirements to receive Continuing Contract due to extenuating circumstances resulting from the COVID-19 pandemic. The faculty member must request the additional time before the expiration of his or her fifth year of full-time employment. This additional time may be granted in addition to any time previously granted for other extenuating circumstances. The decision to grant additional time rests solely with the College.
9. Faculty who report to campus for duty are expected to take reasonable steps¹ to keep their offices and other personal spaces sanitary. The College shall provide custodial services for faculty offices, classrooms, and other workspaces, as needed. Faculty shall not be required to clean or sanitize any common spaces (classrooms, mail rooms, etc.) but should take precautions to ensure their health and safety in accordance with CDC guidelines.
10. Faculty shall be permitted to remotely fulfill office hours and attendance requirements for any departmental or other College committee meetings until the State of Emergency declared by the Governor of Florida in Executive Order No. 20-52 expires. Faculty are required to document their office hours.
11. Due to the COVID-19 pandemic, all College operations have been drastically altered and disrupted. Consequently, the spring 2020 semester will be extended to May 18. Any faculty who have had their instructional assignments or other duties interrupted such that they cannot complete them by May 4 may, if needed, use this extension to complete instructional or other assignments. Given the expected drastic impact on the College's operational budget due to COVID-19, College employees, including faculty, are expected to complete their assigned duties, including all instructional assignments, without expectation of additional compensation notwithstanding the extension of the semester for those that need it to complete their responsibilities.
12. The impacts of COVID-19 on the College community are changing constantly. Nothing in this memorandum shall be construed as a waiver of the College's right to implement measures pursuant to directives from appropriate state and/or federal authorities or that the College otherwise deems essential to protecting the health and safety of students, faculty, and staff. Nothing in this memorandum shall be construed as a waiver of the College's obligation to engage in bargaining over the impacts of such decisions upon request by the United Faculty of Florida, to the extent required by applicable law.


For the College

4-10-2020


For UFF

¹ Such as those recommended by the CDC for routine cleaning and disinfections of households:
<https://www.cdc.gov/coronavirus/2019-ncov/prepare/cleaning-disinfection.html>