

Whereas the Faculty Staff Union (FSU) and the University of Massachusetts Boston (University) wish to address impacts of decisions related to the COVID 19 response, the parties herein agree as follows for the period covering the spring 2020 semester:

1. The parties agree that they are faced with an unprecedented public health and safety emergency; and that the parties are desirous of mutually acting in the best interests of the University, its students, and the health and safety needs of its faculty to allow maximum flexibility and to create a quality educational experience during this unprecedented period of time. The parties have mutually committed to supporting each other, maintaining a collaborative relationship, and meeting the needs of the campus community. The current fully remote operation mode is the result of these unprecedented circumstances and thus does not set a precedent.

2. As noted above, the parties recognize the stress of this unprecedented event and recognize the effects of having to act quickly to adapt to this new mode. Teaching evaluations for Spring 2020 and other performance measures that pertain to spring 2020 will be viewed in light of these factors and, as is customary, a holistic approach will be used to evaluate faculty performance for purposes of re-appointment, tenure, promotion, continuing appointment decisions for faculty and librarians, or annual faculty report evaluations. A “holistic approach” means, at least in part, that Spring 2020 teaching evaluations may not be singled out as uniquely persuasive evidence of poor or inadequate teaching for any faculty member. The administration will provide guidance to department chairs and DPC chairs on potential language to use in AFRs and post-COVID-19 personnel reviews to contextualize teaching evaluations from Spring 2020 within the COVID-19 emergency and campus situation and to explain the nature of their holistic evaluation. Work conducted remotely will be considered regular work time and will count toward promotions and continuing appointments.

4. Faculty who paid for conference travel through the end of fiscal year 2020 and are unable to get reimbursed for cancellation of these plans by the host and/or the travel provider or other source may seek reimbursement via their collectively bargained \$1000 FSU travel fund, provided such funds have not been otherwise previously expended. Appropriate documentation of the loss must be provided.

5. In recognition of the effects of this unprecedented situation, the Administration has set forth adjustments to the tenure review timeline pursuant to the discretionary authority provided to the Provost by BOT (T76-081), as explained below and in Interim Provost Emily McDermott’s email to the campus on April 6, 2020:

- Probationary faculty whose TDYs are presently set for AY2020-2021 must notify the Provost’s Office by **6/1/2020** whether they want to defer their TDY to AY2021-2022.
- Probationary faculty whose TDYs are presently set for AY2021-2022 (generally those currently completing the fourth-year review process) must notify the Provost’s Office by **6/1/2021** whether they want to defer their TDY to AY2022-2023.

- Probationary faculty whose TDYs are presently set for AY2022-2023 (generally those who are scheduled to undergo fourth-year review in Academic Year 2020-2021) have *two* potential decision points:
  - All must notify the Provost's Office by **6/1/2020** whether they want to defer their *fourth-year review* to AY2021-2022.
  - The TDYs for those who opt to defer their fourth-year reviews to AY2021-2022 will automatically be reset to AY2023-2024.
  - Those who choose to continue with their fourth-year review during AY2020-2021 (as presently scheduled) must notify the Provost's Office by **6/1/2021** whether they want to defer their *TDY* to AY2023-2024.
  
- Probationary faculty whose TDYs are presently set for either AY2023-2024 or AY2024-2025 must notify the Provost's Office by **6/1/2021** whether they want to defer their TDY by one year (that is, to AY 2024-2025 or AY2025-2026, respectively).

6. As the crisis continues, the parties agree to create, by June 15th, an ongoing task force of faculty, librarians, and administrators to consult with and advise the administration regarding the continued implementation of remote teaching, should the University decide to extend this mode into Fall 2020 due to the COVID-19 pandemic crisis. The task force will consider all aspects of remote learning in the fall semester.

7. This letter of understanding is applicable to the COVID 19 emergency situation and shall not be used as a precedent.

For the University

For the FSU

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