

MEMORANDUM OF AGREEMENT
BETWEEN
THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
AND
THE UNITED FACULTY OF FLORIDA – FACULTY UNIT

Parental Leave

WHEREAS, the Florida State University Board of Trustees (“Board”) and the United Faculty of Florida (“UFF”) seek to enhance recruitment efforts and retain faculty; and

WHEREAS, the Board and the UFF seek to provide a parental leave benefit in a fiscally responsible manner,

NOW, THEREFORE, the Board and the UFF agree to the following:

1. **Parental Leave** -- No more than once in the course of a faculty member’s employment at the University, and upon completion of the following conditions, a faculty member shall be granted, upon request, a paid parental leave not to exceed six (6) months when the faculty member becomes a biological parent or a child is placed in the faculty member’s home per adoption. Paid parental leave will not be granted to two faculty members for the same birth or adoption. This benefit applies only to faculty members who are paid by E&G funds.
2. **Commitment to Reimburse** -- A faculty member who utilizes this benefit shall have the total number of hours of parental leave used deducted from his or her sick leave payout, and/or annual leave balance payout, if applicable, upon separation of employment from the University or upon transfer between an annual leave and non-annual leave accruing contract. A faculty member whose sick and/or annual leave balance is insufficient to cover the amount of parental leave utilized shall not be responsible for repayment of the balance of the parental leave utilized. A faculty member who is eligible for a leave payout upon separation, or upon transfer between an annual leave and non-annual leave accruing contract, shall have the equivalent amount of hours utilized in parental leave deducted from his or her gross total accrued leave balance payout, applying sick leave first.
3. **Commitment to Return** -- The faculty member must return to University employment for at least one (1) academic year following participation in the program. Agreements to the contrary must be reduced to writing prior to participation.
4. **Notice and Use With Other Leave(s)** -- Paid leave shall not be granted that relieves the faculty member of both teaching and service assignments for more than one semester. This memorandum does not prohibit deans or chairs from modifying duty assignments before and after the paid leave. The faculty member must request use of the paid parental leave in advance, no later than three (3) months prior to the beginning of the leave. A shorter notice period may be considered, on a case-by-case basis, for good cause and/or special circumstances, by the faculty member’s supervisor. Unless approved in writing by the faculty member’s supervisor, paid parental leave may not be used immediately before or after other leaves, including sabbaticals. Paid parental leave may not be used on a part-time basis, unless the faculty member is partially E&G funded.


5. **Signed Agreement** -- The faculty member is required to sign a written agreement detailing the terms of this benefit. Participation in this benefit is contingent upon execution of the signed documentation.

6. **Repayment** -- Repayment of salary received during parental leave shall be required in those instances where salary is paid in the absence of a signed agreement by the faculty member, or when the faculty member fails to comply with the terms of a signed agreement.

7. **Duration** -- This memorandum of understanding shall become effective December 23, 2009, subject to its subsequent ratification by both parties. It shall be in effect for births and adoption placements occurring on or before June 30, 2010. At that time utilization rates and program costs during the time period in which this memorandum is in effect will be assessed. Also at that time, this leave benefit will no longer be available to new participants until and unless the parties reach agreement on new terms through the collective bargaining process.

For FSU-BOT:

For the UFF:

 12-09-09

 12 Dec 2009

Susannah C. Miller Date
Chief Negotiator
The Florida State University
Board of Trustees

Theodore P. Baker Date
Chief Negotiator
The United Faculty of Florida
Florida State University Chapter