

May 15, 2020

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into by and between the University of South Florida Board of Trustees ("BOT"), and United Faculty of Florida ("UFF") as follows:

WHEREAS the BOT and UFF have entered into impact bargaining at the request of UFF, to address proposals made by UFF regarding certain measures taken by the BOT to comply with Executive Orders issued by the Governor of the State of Florida related to COVID-19, as well as other directives, including the declaration of the Public Health Emergency by Florida's Surgeon General; and

WHEREAS, the parties are committed to maintaining a safe and healthy work environment for all bargaining unit members and the efficient and productive operation of the University of South Florida ("University");

NOW Therefore, the parties agree as follows:

1. Colleges have been delegated the authority to decide how Spring 2020 teaching assessments will be used for purposes of annual and other subsequent evaluations. Colleges may choose to employ one of two (2) methods.

(a) Permit bargaining unit members to designate whether student assessments of teaching for their courses taught in Spring 2020 will be included in their annual and subsequent evaluations. Bargaining unit members will have the option of making this decision after they have viewed the results of their Spring 2020 assessment. (NOTE: bargaining unit members cannot select some courses to be counted and others not; all courses are counted or none.) This will allow those who believe they were disadvantaged because of the circumstances of the semester not to suffer a negative impact. At the same time, those who find that their efforts were well received by students will be able to include that in their record. Regardless of which option bargaining unit members choose, they have an obligation to review the feedback provided by students and determine whether it can be used for self-improvement in future efforts; or

(b) Provide that student assessments of teaching for courses taught in Spring 2020 will be taken into account for purposes of annual and subsequent evaluations. However, all parties involved in the evaluation process are strongly encouraged to take into account the extraordinary circumstances of this semester, especially those faced by bargaining unit members that require a rapid transition from a face-to-face to a remote



mode of delivery. Ideally, the evaluations will be used as "formative" assessments designed to provide potentially useful feedback to bargaining unit members for purposes of subsequent development and improvement as opposed to being used for punitive purposes.

College Deans, following consultation with elected faculty governance personnel in the College, as well as Chairs/Directors if part of the College organization structure, will inform their bargaining unit members of how Spring 2020 teaching assessments will be processed for future purposes. The method selected will apply to all academic units within the College.

2. Because the impacts of COVID-19 health emergency are local, national and international in scope, impacts of the health emergency, including those on the local, national or international level, that inhibit a bargaining unit member's ability to conduct or present their scholarship, creative activities, or research, will be taken into consideration in a bargaining unit member's annual, tenure, promotion and other evaluations.

3. Where a bargaining unit employee has made non-refundable plans, preparations and/or accommodations connected to previously-approved University travel, and the conference or event is cancelled as a result of the COVID-19 health emergency, they should refer to the memo entitled, "Exception for Cancelled Travel Due to COVID-19" sent by the Controller's Office on April 7, 2020.

4. A bargaining unit member, or an individual(s) with whom the bargaining unit member resides, whose age and/or underlying medical/health condition puts either of them at high risk for death or severe medical/health complications should they contract COVID-19 during the Public Health Emergency, shall be given priority to teach their courses in an online format as a reasonable accommodation.

5. Bargaining unit members may submit a separate document as part of their annual activity report to describe any specifically identified adverse impacts of the COVID-19 pandemic on their research, teaching, service, and professional development. Bargaining unit members may submit their annual activity reports (and any attachments thereto) through December 31, 2020, without penalty.

6. Once all applicable government-mandated restrictions expire, bargaining unit members will be given access to their offices and, if applicable, to their laboratories and other facilities necessary for the conduct of their research, consistent with campus safety policy. The BOT shall provide notice of changes to facility access to the University community on its website and indicate those who may return to campus and when they may return.

7. Working away from campus, having limited ability to collect and analyze data, and pivoting to all online course delivery may detract from research, teaching and/or service activities of a bargaining unit member. Therefore, a pre-tenure bargaining unit member with start-up funds shall be granted a one-year extension to make use of such funds, provided that

(a) the bargaining unit member applies for the extension; (b) the bargaining unit member's Unit/College has sufficient funds available; and (c) the application is granted, unless the bargaining unit member resigns, is not reappointed or his/her position is ending.

8. A bargaining unit member who was on sabbatical or on professional development leave during the academic year 2019-2020 may petition his/her Dean for a remedy in order to complete the portions of their planned work that were severely impacted by the COVID-19 pandemic. Such petitions will be considered on a case-by-case basis. Bargaining unit members who are expected to be on sabbatical or on professional development leave during the academic year 2020-2021, may petition their Deans to defer their sabbatical or professional development leave. Deans shall make a good faith effort to honor such petitions, and in case of denial, a written explanation will be provided as to why the petition request was not granted.

9. A bargaining unit member with children whose schools are closed due to COVID19 shall use available leave (which may, depending upon the eligibility provisions in the statutes, include Emergency Paid Sick Leave and/or Emergency Family and Medical Leave Act leave under the Families First Coronavirus Response Act) if they are not able to complete their assigned duties. The BOT shall not penalize a bargaining unit member for assigned duties missed while on approved leave on their annual, tenure, promotion and other evaluations.

10. Until the University is reopened to bargaining unit members, bargaining unit members' email communications shall suffice in all cases where certified mail or personal delivery is required by the Collective Bargaining Agreement. An electronic delivery receipt will be considered proof of receipt.

11. The BOT recognizes that the COVID-19 pandemic has brought about disruptions in the lives of bargaining unit members that may temporarily prevent or interrupt their scholarly productivity and achievements. This problem can be especially troublesome for those bargaining unit members in their probationary period who are working towards tenure. Therefore, the BOT is making available an extension to the tenure-clock by one academic year, for eligible tenure-earning bargaining unit members who request such extension may apply for an extension any time prior to when their tenure materials are due per their regular probationary period.

12. The impacts of COVID-19 are changing constantly. Nothing in this Memorandum of Understanding shall be construed as a waiver of the BOT's right to implement measures pursuant to directives from appropriate state, local, and/or federal authorities or that the BOT otherwise deem essential to protecting the health and safety of students, bargaining unit members, and staff. Moreover, by entering into this Memorandum of Understanding, BOT does not waive its position that impact bargaining was not required over all of the subject matters contained in this Agreement.


13. This Memorandum of Understanding shall be effective upon ratification by both parties, and until the date the Surgeon General withdraws the declaration of the State of



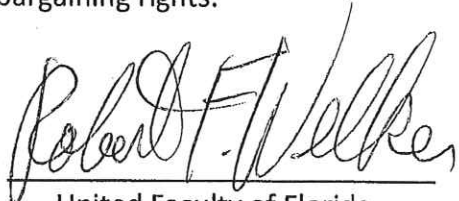
Emergency except as otherwise provided herein.

14. The parties shall retain all other collective bargaining agreement rights. Nothing in this Memorandum of Understanding shall be construed as a waiver of the right to bargain additional impacts regarding BOT decisions made during the COVID-19 pandemic which impact wages, hours, and working conditions, or any other collective bargaining rights.

Approved: _____


For University of Florida
Board of Trustees

Approved: _____


United Faculty of Florida

Date: _____

May 15, 2020

Date: _____

5/15/2020