

## 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.

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. Because the impacts of COVID-19 and/or variants thereof create a health emergency and 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, shall be taken into consideration in a bargaining unit member's annual, tenure, promotion and other evaluations.

2. Where a bargaining unit member 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 and/or variants thereof, 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.

3. 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 and/or variants thereof, shall be allowed to teach their courses in an online format as a reasonable accommodation upon written request to their chair/director.

4. All students, faculty, and staff who plan to live, study, or work on campus, shall be fully vaccinated for COVID-19 before the start of the Fall semester or as soon as possible thereafter. Proof of vaccination shall be required and established in a manner similar to other required vaccines.

5. All persons on campus shall wear masks when indoors. This includes classes, office meetings, hallways, and sporting events. Masks shall be required at outdoor events based upon recommendations of public health experts.

6. Bargaining unit members shall be allowed to make modifications to their mode of instructional delivery. Such modifications may include changing in-person classes to fully online delivery; developing a hybrid mode of delivery (some in-person meetings, some online delivery);

providing simultaneous in-person and online delivery, etc. The most safe, effective and feasible means of achieving instructional success under the pandemic circumstances shall be in the hands of the bargaining unit member in consultation with unit Chairs.

7. 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 and/or variants thereof on their research, teaching, service, and professional development.

8. Having limited ability to collect and analyze data, and pivoting to 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.

9. A bargaining unit member with children whose schools are closed due to COVID-19 and/or variants thereof may 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. If the University is closed 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. If a bargaining unit member self quarantines due to COVID-19 and/or variants thereof, the bargaining unit member's use of any form of leave provided by the Collective Bargaining Agreement shall not be charged against the bargaining unit member's pre-existing balance of said leave.

12. The University shall develop and implement a comprehensive policy regarding airborne diseases like COVID-19 on or before December 31, 2021 which conforms to guidance of OSHA, CDC, and EPA.

13. The impacts of COVID-19 and/or variants thereof 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, the BOT does not waive its position that impact bargaining was not required over

all of the subject matters contained in this Agreement.

14. This Memorandum of Understanding shall be effective upon ratification by both parties.

15. 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 and/ or variants thereof which impact wages, hours, and working conditions, or any other collective bargaining rights.

Approved: \_\_\_\_\_  
For University of South Florida  
Board of Trustees

Approved: \_\_\_\_\_  
United Faculty of Florida

Date: \_\_\_\_\_

Date: \_\_\_\_\_