**COVID-19**

**MEMORANDUM OF UNDERSTANDING Spring 2022**

The purpose of this Memorandum of Understanding (MOU) is to address some of the impacts on members of the United Faculty of Florida (UFF) bargaining unit resulting from operational changes the University of Florida Board of Trustees (University) has made or proposes to make in response to the COVID health emergency under the guidance of UFHealth, Centers for Disease Control, Florida Department of Health and the State University System Board of Governors in its effort to maintain the educational, research, and service mission of the University.

Except for modifications made by this MOU or subsequent impact bargaining in Fall 2021 and Spring 2022, all terms and conditions of the 2021-2024 CBA remain in effect. Provisions of this MOU that explicitly address university actions that must occur after the Spring 2022 semester, such as performance evaluations, will remain in effect. Both parties agree to continue bargaining on further impacts including items relating to temporary faculty authority on remote teaching modality, as well as mask and vaccine mandates. All other provisions afforded under this MOU expire on August 15, 2022.

1. University decisions shall follow the guidance of UFHealth experts, the Florida Department of Health, and the State University System Board of Governors and be informed by the Centers for Disease Control, so that the health and well-being of students, faculty, and staff are prioritized.

2. The University will share with UFF-UF any criteria the State University System or the University will use to determine if and when research, service, and instructional activities will return to exclusively remote modalities. The University shall share these criteria with the UFF-UF President, or the President’s designee, no more than five days after these criteria have been adopted or immediately following the ratification of this agreement.

3. The University President, or President’s designee, agrees to meet fortnightly and

discuss work modalities for Spring 2022 semester as well as other

COVID-impacted topics with the UFF-UF President, or the President’s designee.

4. The University will make timely and non-conflicting decisions and announcements

concerning teaching modality requirements, as well as modifications to

faculty members’ schedules, including alternative work locations, flexible work hours,

changes in assignment, voluntary reductions in FTE, and use of leave programs. A faculty member with a face-to-face teaching assignment for Spring 2022 may submit an updated

physician’s note attesting to a changed health status requiring a transition to a remote

teaching modality. The University will re-evaluate and may change the faculty member’s assignment, with the written agreement of the faculty member, to accommodate this changed health status. Faculty are encouraged to have proactive discussions with their chair or director regarding these issues throughout the 2021-2022 academic year. Faculty who utilize approved alterations in work assignment or location shall not be penalized for doing so.

5. Many faculty have family care responsibilities. Those responsibilities will be affected

by decisions made by local school districts, daycare centers, and others. The

University will explore modifications to the schedules of people with significant family

care responsibilities including alternative work locations, flexible work hours, changes

in percent effort in teaching, research and service, voluntary reductions in FTE, and

use of leave programs. Faculty are encouraged to have proactive discussions with

their chair or director regarding the distribution of effort assignments related to

teaching, research, and service throughout the 2021-2022 academic year. Faculty

who utilize approved alterations in work assignment shall not be penalized for doing

so.

6. The University shall provide at least two (2) N-95 or KN-95 equivalent masks to each faculty member providing face-to-face instruction or interacting with students or the public.

Faculty may receive up to 20 masks per month.

7. Faculty members who are experiencing COVID related issues (i.e. COVID

symptoms/diagnosis, quarantine mandates, inability to work or telework) and who have

exhausted their accrued personal leave, can apply for leave through the COVID-19 Leave Donation Plan as long as the national health emergency declaration is in effect. 20,000 hours of the Leave Donation Program will be held in reserve for

members of the UFF-UF bargaining unit for eligible use through August 15, 2022.

8. The move to new course modalities shall not set precedent for future instructional

assignments or course offerings.

9.Comparison of Spring 2022 courses against +QM standards shall not negatively impact evaluations of faculty instructional performance as performed under the auspices of Article 18 unless explicitly commissioned to produce courses that meet the +QM standards.

10. Chairs and directors shall include the following statement in faculty members’ letters of evaluation: “The COVID-19 health emergency had unforeseen negative impacts on teaching and research during the 2021-2022 academic year. While the impacts on individual faculty are not uniform, they include, but are not limited to, disruptions to foreign and domestic travel, limitations on human subject research, supply shortages and delays, personal illness, concerns about illness, or illness among colleagues and research assistants.”

11. Faculty may submit a separate document as part of their annual activity report, as well as their tenure and promotion packets, describing adverse impacts of the COVID-19 pandemic on their teaching, research, service, and/or creative activity for the Spring 2022 semester. This document, if submitted, shall guide chairs and directors, as well as Tenure and Promotion Committees, as they review each faculty member’s teaching, research, service, and/or creative activity in the context of the COVID-19 health emergency and its negative impacts. Alternatively, the faculty member may add this information to the last item of the annual activity report.

12. Any COVID-related changes in a faculty member’s assignment shall be reflected in both their assigned duties and the faculty member’s effort and activity reports. Chairs and directors should do their utmost to accommodate faculty members’ requests concerning changes to their assigned distribution of effort. Faculty members’ annual letters of evaluation shall reflect the allocation of assignment percentages that appear in the faculty member’s assignment and their accompanying effort and activity reports.

13. Departments shall conduct all service-related responsibilities in a remote mode, provided that the successful conduct of the activity does not require the physical presence of a faculty member on campus. The Chair/Director shall have discretionary authority to determine which service-related responsibilities require physical presence for success, provided the Chair/Director can demonstrate the necessity of physical presence. UFF-UF agrees to meet with university representatives to develop a nonexhaustive list of example activities that may necessitate not having a zoom only option.

This clause does not apply to UF libraries, where physical presence on campus may be required to meet the service obligations of the library.

14. Tenure and Promotion meetings may be conducted remotely using secure teleconferencing platforms like Zoom. Voting on Tenure and Promotion decisions shall be conducted remotely using the following secure electronic voting platform (http://tss.it.ufl.edu/uf-voting). The voting platform must, at a minimum, (1) ensure voters’ anonymity while protecting against multiple votes by one individual and (2) allow verification of the final count. For departments using electronic voting in cases of Tenure and Promotion for the first time, verification will be made by a designee of the Faculty Senate Chair, if requested by the faculty member seeking tenure and/or promotion.