

MEMORANDUM OF UNDERSTANDING: COVID-19 HEALTH EMERGENCY

Comes Now the University of West Florida (UWF-BOT) and the United Faculty of Florida Chapter at the University of West Florida (UWF-UFF) and agrees to the following:

1. During the current health emergency brought on by the coronavirus pandemic, UFF-UWF and the UWF-BOT are committed to maintaining the productive and efficient operation of the University in a safe and healthy environment. To this end, the parties agree that the terms and conditions contained herein shall be observed.
2. The collective bargaining agreement and Federal and State Intellectual Property Law shall apply to all new course content and course delivery materials created as remote instruction mandated by the Board of Governors in response to COVID-19.
3. Faculty shall be provided the option of excluding the Fall 2020 semester course evaluations from use in preparing these annual evaluations. If faculty decide to exclude teaching evaluations they should include at least one (1) additional exemplar of evidence of teaching effectiveness relevant to the Fall 2020 semester.
4. Faculty members should document the effects of the COVID-19 health emergency on their ability to conduct or present their scholarship, creative activities, and research for their 2020-2021 annual evaluations. The University shall consider these documented impacts when evaluating faculty.

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5. Where faculty have made nonrefundable preparations and accommodations connected to previously approved university travel, and the conference or event of the approved travel is cancelled because of the COVID-19 health emergency, the faculty member shall use the University's established protocol pursuant to Florida Statutes 112.061 and the University of West Florida Travel Manual to seek reimbursement. In such instances, the faculty member must document a good faith effort on the faculty member's part to secure reimbursement from the entities that received the nonrefundable payments connected to the previously approved travel. The university shall consider means in which the faculty may utilize these funds in circumstances where the cancelled conference or event is rescheduled on a later date, subject to the availability of funding.

6. Faculty members should document the impacts of the mandatory closing of University research facilities for their annual evaluation, tenure, promotion, or SPE files. The University shall consider these documented impacts when evaluating faculty.

7. The university has been actively permitting faculty in "high risk" categories to self-identify and work remotely where possible. The University will continue this practice for a period of time not to exceed the effective period of Florida's March 9, 2020, declaration of a public health emergency, unless earlier revoked or extended. At the time of the expiration of the March 9, 2020 declaration the university will revisit upon request the status of those covered by this section.

8. The parties recognize that at the appropriate time, the University may transition to pre-COVID attendance on campus, prior to the Governor rescinding the declaration of the public health emergency. The parties acknowledge that faculty have a duty to perform work on campus based upon the needs of the University. When the University transitions to pre-COVID attendance on campus faculty will report back to their on-campus work assignment, as instructed. Section eight (8) of this

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Memorandum of Understanding shall not restrict the rights of faculty as outlined in section seven (7) herein.

9. Pre-tenure faculty will have the option of extending the time clock for a tenure application by one year if they have not already exercised this option under the prior MOU signed by UFF-UWF and UWF-BOT on April 28, 2020. The University will establish a procedure and timetable for the exercise of this option. Faculty will continue to have the opportunity to request an extension of the tenure clock as set forth in the collective bargaining agreement. All other employment actions allowed by the collective bargaining agreement remain in effect.

10. Faculty scheduled for a Sustained Performance Evaluation for the 2021-2022 academic year will have the one-time option to postpone the SPE by one year if they have not already exercised this option under the prior MOU signed by UFF-UWF and UWF-BOT on April 28, 2020. This one-time postponement shall not constitute the use of the one-time postponement option of the SPE as contained in the collective bargaining agreement.

11. This Memorandum of Understanding supersedes and cancels all previous memoranda on the effects of COVID-19.

Michael Cattinone
Chief Negotiator – UWF BOT

April 20, 2021
Date

Scotty J. S.
Chief Negotiator – UFF UWF

April 20, 2021
Date