

COVID-19
MEMORANDUM OF UNDERSTANDING
Fall 2021

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, 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 Fall 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 December 31, 2021.

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 the Fall 2021 and Spring 2022 semesters 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 Fall 2021 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.
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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. The University is responsible for providing a safe and clean classroom environment. The University shall provide appropriate disinfectant materials in each classroom contingent upon supply chain availability. Faculty are not required to provide any cleaning or to enforce student cleaning. The supplies are available to classroom participants who wish to do so.
 8. The University shall ensure transparent and frequent UF COVID indicator reporting, including daily updates on such measures as cases and isolation/quarantine of UF Affiliates.
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9. 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. 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 December 31, 2021.
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10. Following the provisions of Article 22.4-of the 2021-2024 Collective Bargaining Agreement, Faculty continue to have exclusive ownership rights for all instructional

materials and lectures recorded/hosted on UF zoom, Canvas, Mediasite course capture or other similar platforms.

11. The University shall provide faculty with their Spring 2022 teaching assignment, including the modalities of their teaching assignment, by 24 November.
 12. The move to new course modalities shall not set precedent for future instructional assignments or course offerings.
 13. The University shall continue to provide support and training for remote instruction during the Fall 2021 semester.
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14. Comparison of Fall 2021 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.
 15. 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 Fall 2021 semester. 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."
 16. 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 Fall 2021 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.
 17. 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.
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18. 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.

19. 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.