

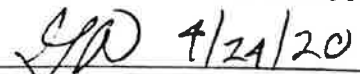
Memorandum of Understanding
United Faculty of Florida – State College of Florida and the State College of
Florida, Manatee – Sarasota Board of Trustees
Subject: COVID-19 Health Emergency

The United Faculty of Florida-SCF and SCF-Board of Trustees are committed to maintaining a productive and efficient operation of SCF in a safe and healthy environment. The purpose of this memorandum is to implement recommendations of the Federal, State and local government, the World Health Organization, United States Centers for Disease Control, and other measures aimed at supporting the public health of the State College of Florida, the State of Florida, the United States of America, and the international community. Only to the extent specifically provided below, the terms and conditions outlined in this memorandum shall supersede any other State College of Florida practice or policy affecting bargaining unit members until 60 days following the date the parties entered into this Memorandum, or the State of Emergency declared by the Governor in Executive Order No. 20-52 expires, whichever shall occur first.

1. Bargaining unit members shall be temporarily excused from physically reporting to campus for duty on any day on which classes are not being held on campus. Bargaining unit members may complete assigned duties remotely to the extent possible. If duties cannot be completed remotely, the bargaining unit member shall advise his or her immediate supervisor. As mandated and permissible by applicable Governor's Orders, the Florida Department of Education, Florida Board of Education and any accreditation mandates, programs requiring in-person instruction may require faculty to return to campus or a clinical site to complete the delivery of courses within their program. In such instances, applicable safety protocols will be adhered to and implemented as necessary for the health and safety of faculty and students. Bargaining unit members should monitor all communication channels and be prepared to return to campus when instructed and as needed.
2. The quality of work, number of work hours, academic rigor, and student learning outcomes expected of a telecommuting faculty are the same as if the faculty was performing his or her job duties and responsibilities at a College facility. In the event a bargaining unit member does not satisfactorily perform assigned duties remotely, the College may take appropriate action.
3. Telecommuting will not be used as a substitute for, or to circumvent, personal or sick leave usage. Employees who are sick are expected to take and use sick leave appropriately and are not expected to work at home using sick leave.
4. The College is not responsible for costs associated with working at home such as electrical utilities, internet access, voice/data line, computer hardware, heating, A/C, etc.
5. Bargaining unit members shall have access to their offices during the current Campus closure and, if applicable, laboratories and other research facilities, unless closed by the College and subject to prior notification to Public Safety, or other safety measures adopted by the College, which may be immediate based on the circumstances.
6. Bargaining unit members shall continue efforts to fully transition to remote instruction via Canvas as soon as practicable and for as long a duration as needed. The College shall

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continue to provide reasonable support and assistance upon reasonable request of the bargaining unit member in making this transition. Bargaining unit members shall be required to post course materials no more than one week in advance of their expected date of use.

7. Notwithstanding the Status Quo or any other SCF or Canvas policy, the ownership and rights over all course materials moved by a bargaining unit member to Canvas pursuant to this memorandum shall not be affected by such transition.
8. The parties acknowledge that the transition to remote instruction for a particular course conducted pursuant to this memorandum is not necessarily the intended format for delivery of the course material, and therefore the transition to remote delivery for such course shall not reflect negatively on the bargaining unit member's job performance as reflected in annual evaluations, promotion, or continuing contract review or be the sole basis for adverse employment action against the bargaining unit member.
9. The presentation of course content may be affected dramatically by the shift to online platforms. Therefore, any feedback received from student course evaluations attributable to such shift shall not negatively impact annual evaluations, promotion, or continuing contract review. However, they may be used for positive review. There shall be no adverse action arising solely from the sudden online transition of classes that were not designed for this format for Spring 2020.
10. Bargaining unit members who elect to report to campus are expected to take reasonable steps¹ to keep their offices and other personal spaces sanitary. The College shall make reasonable efforts to provide adequate cleaning supplies, including disinfecting wipes, hand sanitizer, and soap. Bargaining unit members shall not be required to clean or sanitize any common spaces (classrooms, mail rooms, etc.), although the College expects that Faculty will follow all applicable Federal, State and local government, CDC and Department of Health guidelines, including those required by bargaining unit member program requirements and protocols, and make reasonable efforts to maintain a clean and sanitary common space used by faculty.
11. Bargaining unit members remain obligated to meet all statutory and contractual requirements, and shall be permitted to remotely fulfill office hours and attendance requirements for any departmental or other College committee meetings unless notified to the contrary.
12. The impacts of COVID-19 on the SCF community are changing constantly. Nothing in this memorandum shall be construed as a waiver of SCF's right to implement measures in its own discretion or pursuant to directives from appropriate local, state and/or federal authorities or that SCF otherwise deems essential. Nothing in this memorandum shall be construed as a waiver of SCF's obligation to engage in bargaining over the impacts of such decisions that affect terms and conditions of employment upon request by UFF-SCF and pursuant to law.

¹ Such as those recommended by the CDC for routine cleaning and disinfections of households:

<https://www.cdc.gov/coronavirus/2019-ncov/prepare/cleaning-disinfection.html>

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13. This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement. Facsimile signatures are acceptable as original signatures on this Agreement.

J. West 4/24/20
For the College

LFD 4/24/20
For the UFF