

FUSA COVID-19 Memorandum of Understanding

The United Faculty of Florida and the Hillsborough Community College District Board of Trustees are committed to maintaining a productive and efficient operation of the College in a safe and healthy environment. The purpose of this Memorandum of Understanding (MOU) is to implement recommendations of the World Health Organization, United States Centers for Disease Control, and other measures to support the public health of the College, the State of Florida, the United States of America, and the international community. Except as specifically provided below, the terms and conditions outlined in this MOU shall supersede any other College practice or policy until the end of the affected semester of the academic year or the State of Emergency declared by the Governor of Florida in Executive Order No. 20-52 expires, whichever occurs first.

The terms and conditions of this MOU shall be effective for the Spring 2020, Summer 2020, and Fall 2020 terms only. In the event of a conflict, this MOU will govern over the current FUSA Agreement.

In light of the College's response to the COVID-19 epidemic in Spring term 2020, the College Administration and FUSA agree to the following:

1. *Student Feedback Surveys* for instructional faculty members shall be suspended for the Spring 2020 term. The absence of a Student Feedback Survey for the Spring 2020 term shall be excused and considered satisfactory for the purpose of tenure, post-tenure review, and/or requests for advancement in rank.
2. For cases where the supervising Deans were unable to conduct the formal observations of a faculty member for academic year 2019-2020, per Article 9.1.B.3.b. of the HCC-FUSA Agreement, the faculty member's observation shall be excused.
3. The due date for faculty members to complete their End of Year Verifications was extended from April 5, 2020 to May 5, 2020. Faculty shall be permitted to return to their campus offices to retrieve any items needed to complete their verification.
4. The supervising Deans shall provide the faculty member with a copy of the completed *Faculty Performance Evaluation* and meet with the faculty member at a Post-Evaluation Conference by July 6, 2020.
5. Exceptions shall be granted for Articles 8.1.D.c. and 8.1.D.d. allowing for the continued appointment for an additional year for full-time temporary faculty:
 - 8.1.D.c: No faculty member will be appointed in this classification for more than two consecutive academic years or major terms thereof.
 - 8.1.D.d: No full-time temporary (non-grant funded) faculty member will serve more than one year without being selected through the screening process.
6. For the purposes of tenure, post-tenure and/or rank, faculty may continue to complete their 2019-2020 contributions through Summer 2020. In the event that a faculty member is unable to complete the categories of Contributions to the Department, College or Profession, along with Community Service for 2019-2020, due to limitations imposed by COVID-19, the faculty member must indicate as such on their 2019-2020 End of Year (EOY) Verification and provide written rationale that is approved by both the Dean and the V.P. of Academic Affairs. The EOY form, rationale and approval would be included in the tenure, post-tenure or rank portfolio.
7. Faculty members borrowing a course (with permission from course creator) shall note in the online course application form, the course name, creator, borrower, duration, and any other parameters the creator stipulates.
8. The 60-point faculty load requirement for face-to-face instruction may be waived by the faculty member's dean based on course scheduling needs.
9. Through December 31, 2020, faculty may conduct the entirety of their posted office hours remotely, provided the hours are synchronous and they are available for interactive engagement (e.g. using Zoom, Teams, chat, phone).
10. Accepting a course from another campus will obligate the faculty member to use the textbooks and instructional materials that have been previously adopted for the specific section.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duty authorized representatives on this _____ day of _____, 2020

HILLSBOROUGH COMMUNITY COLLEGE

Chairman, Board of Trustees

President

FACULTY UNITED SERVICE ASSOCIATION – UNITED FACULTY OF FLORIDA

President

Chief Negotiator