# Memorandum of Agreement Between the University of Vermont and United Academics

The parties agree that the following processes and principles resolve all outstanding issues raised and discussed in impact bargaining as of November 20, 2020, over the university's reopening of the campus following the onset of the COVID-19 pandemic:

### Process for changing modality

Before any changes are made in instructional modality, faculty members will make a formal request to the Provost's office; they will simultaneously inform their Chair and Dean of any such request. The request will include:

- 1. the date of the request
- 2. the reason for the request
- 3. the plan for continuing to meet instructional responsibilities for assigned courses
- 4. anticipated length of change
- 5. the proposed method by which any changes will be communicated to students enrolled in assigned courses
- 6. other considerations where applicable (i.e., potential impact on technology or other resources)

Faculty members making such requests will receive a formal response to the request normally within one week. If the request is not granted, the reason(s) will be stated as part of the formal response.

### Student course evaluations\*

The vast majority of faculty pivoted quickly during the pandemic and worked diligently to ensure student success. The parties recognize that teaching may have been affected by the COVID-19 pandemic; any conclusions made about their teaching effectiveness should weigh this impact carefully.

For Spring 2020, Fall 2020 and Spring 2021 semesters, quantitative data from student course evaluations will not be used as the deciding factor for any negative teaching assessment for RPT materials.

It is possible that the chair and / or dean will use student course evaluation data in an aggregate form, for example to look at teaching across disciplines.

\* This statement in its entirety will be communicated with Chairs and Deans in cases of annual evaluations and to Chairs, Deans, members of departments weighing in on RPT cases, members of college standards committees, and members of the Professional Standards Committee in all RPT cases in which the evaluations might be used.

## Compensation for off-contract work

With the shift in the academic year calendar for 2020-2021, there are five fewer days in the instructional calendar with no loss to compensation.

- a. For NTT teaching faculty, the University has set aside a pool of \$200,000. The union will distribute a survey they developed to 9- and 10-month NTT faculty before finalizing the distribution of these funds. (Attachment A)
- b. For TT faculty with teaching obligations in Fall 2020 or Spring 2021, Chairs or other administrative supervisors can discuss making workload adjustments with individual faculty. All workload adjustments are subject to the Deans' approval and will be recorded on Workload Plan A. This could include reductions in service commitments or other workload areas such as advising or research, provided that the overall service expectations are not decreased to less than 10% (i.e., if service is 20% of the workload, then the minimum service must be 10%. If service is 10% or less of the workload, then no decrease in service can be expected). If any workload reductions are made, the workload form will state: "Reduction in workload made for this academic year in compensation for COVID related out-of-contract work per agreement with United Academics" with a percentage matching the reduction, such that the total percent of effort on the workload form totals 100%.

For the University / Date For Unived Academics / Date

#### Attachment A

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Summer 2020 off-contract payment distribution survey

To: 9- and 10- month NTT teaching faculty

We are asking you to estimate the total amount of uncompensated off-contract teaching preparation work you performed throughout Summer 2020 related to the pandemic, in "course prep" units. These responses will be used to pro-rate the additional pay for 9- and 10- month NTT teaching faculty received as part of the recent negotiated impact bargaining agreement between United Academics and the administration.

#1: Course preps: For how many courses did you engage in off-contract work this summer to develop new technology skills, revise teaching plans, and / or make adjustments to program and student procedures? (Please count multiple sections of the same course as one course.)

#2: Non-classroom prep work: If you engaged in any of the following in addition to or as an alternative to course preps, please give your best estimate of the equivalent number of course preps that this translates to:

- Program coordination work
- Practicum coordination work
- Internship coordination work
- Additional work to alter experiential components of a course (beyond the classroom course prep included in #1 above)

#3: (If applicable) Please give your best estimate of the equivalent number of other uncompensated off-contract pandemic-related work not captured by the categories above, also converted to the nearest whole number of "course preps".

Please sum your responses to #1-#3 above (rounded to the nearest whole number) and choose one of the following options:

A. Up to 1

B. 2

C.3+

(Open comment field: If you have eligible uncompensated work that cannot be converted or included in the questions above, or if you have other comments or feedback, please write that here.)

Required for everyone: Name, Email