

MEMORANDUM OF UNDERSTANDING

FACULTY EVALUATION PROCEDURES

This Memorandum of Understanding ("MOU") is entered into by and between the Eastern Florida State College District Board of Trustees (EFSC-BOT) and the Brevard Chapter of the United Faculty of Florida (UFF-Brevard), collectively referred to as the "Parties."

1. Purpose

The Parties recognize that the revised faculty performance review forms and criteria in Appendix L, Faculty Performance Review Form Guide; Appendix M, Tenured Faculty Performance Review Form; and Appendix N, Non-Tenured Faculty Performance Review Form do not fully align with Section 8.26, Class Observations, and Article 9, Faculty Evaluation. This MOU establishes interim procedures until the Parties negotiate revisions to those provisions.

2. Controlling Procedures

Faculty evaluations shall be conducted using the applicable forms, criteria, performance levels, and procedures in Appendices L, M, and N. To the extent Section 8.26 or Article 9 conflicts with an applicable Appendix or this MOU, the applicable Appendix and this MOU shall control. Except as expressly modified by this MOU, Section 8.26 and Article 9 remain in full force and effect.

3. Tenured Faculty Evaluation Cycle

Tenured faculty shall continue to be evaluated on a three-year cycle in accordance with Appendix M: Year 1, Goal Setting and Expectations Conference; Year 2, Mid-Cycle Check-In; and Year 3, applicable classroom observation(s), Evaluation Conference, and Overall Rating. A face-to-face classroom observation conducted in Year 3 shall consist of no more than one fifty (50) minute observation, consistent with Appendix M.

For the 2026-2027 academic year, tenured faculty who are in Year 2 of their evaluation cycle shall complete Sections 1 and 2 of Appendix M. Tenured faculty who are in Year 3 of their evaluation cycle shall complete Sections 1, 2, 3, and all other applicable sections of Appendix M. Completion of Sections 1 and 2 during the 2026-2027 academic year is intended to transition faculty already in an evaluation cycle to the revised Tenured Faculty Performance Review Form.

4. Online Classroom Observation/Conversation

When applicable, an online classroom observation/conversation shall be conducted in accordance with Appendix L and the applicable evaluation form. It may be conducted through an instructor-created walkthrough of the faculty member's course or in person with the Supervising Administrator. The faculty member and the Supervising Administrator shall mutually agree on a reasonable date and time for the observation/conversation.

For the duration of this MOU, the provision in Article 9 requiring faculty teaching distance-learning courses to provide the Supervising Administrator with "student level" access for a period not to exceed seven (7) calendar days shall not apply. Faculty shall not be required to provide independent or unsupervised access to an online course for purposes of a faculty performance review.

5. Tenured Faculty Not Teaching Online in Year 3

A tenured faculty member who taught an online course in Year 1 or Year 2 of the three-year evaluation cycle, but does not teach online in Year 3, may designate an online course taught by that faculty member in Year 1 or Year 2 for the online classroom observation/conversation. The observation/conversation shall use the course as it existed during the semester taught, to the extent it remains available in the College's learning management system. The faculty member shall not be required to teach online in Year 3 solely to complete the observation/conversation.

6. Applicability by Modality

For tenured faculty, the applicability of the face-to-face and online observation components shall be based on modalities taught during the three-year evaluation cycle, subject to Section 5 of this MOU. For non-tenured faculty, the applicable components shall be based on the faculty member's teaching assignment during the annual evaluation period.

7. Performance Levels and Faculty Rights

The performance levels in Appendices M and N - Unsatisfactory, Development Needed, Meets Expectation, and Exceptional for the overall evaluation only - shall replace conflicting terminology in Article 9. An Improvement Plan shall be required when the overall evaluation is below Meets Expectation, consistent with the applicable Appendix.

Nothing in this MOU diminishes contractual rights concerning notice, review of an evaluation, written comments or response, or the grievance process. Evaluations shall not be used as a disciplinary tool.

8. No Precedent or Waiver

This interim MOU does not waive either Party's right to propose, negotiate, modify, or oppose language concerning faculty evaluations or related procedures. It shall not constitute precedent for any other provision of the Collective Bargaining Agreement or any future agreement.

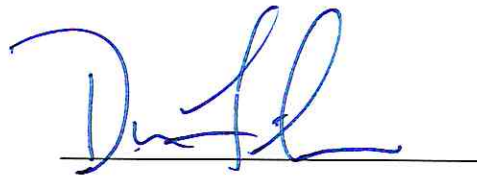
9. Duration

This Memorandum shall remain in effect through the expiration of the current Collective Bargaining Agreement unless modified, extended, or incorporated into a successor agreement by mutual written agreement of the Parties.

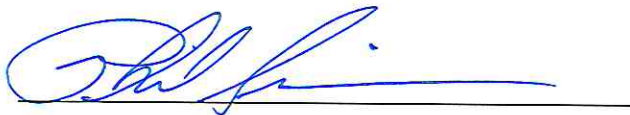
IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives on this 2nd day of September 2026.



Ms. Kelli Leslie, Chapter President
UFF-Brevard



Dr. Dustin Files, Chief Negotiator
UFF-Brevard



Dr. Phil Simpson, VP, Academics & Student Affairs
EFSC-Chief Academic Officer