

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 12th day of January, 2022, by and between the University of South Florida Board of Trustees ("USF" or "the University") on behalf of its Police Department (the "Department"), and the West Central Florida Police Benevolent Association ("PBA") (collectively, the "Parties"), as follows:

With respect to the MOU entered into between the Department and the PBA (the "Prior Agreement"), which is effective through February 28, 2023, and

WHEREAS, in recognition of the critical role served by USF's police officers throughout the COVID-19 pandemic, USF desires to award a one-time lump-sum bonus to officers, subject to certain criteria and limitations agreed upon,

WHEREAS, USF desires to enrich the current Tuition Benefit Program under Section 18.2 of the Agreement by allowing eligible full-time employees to transfer unused credit hours of instruction referenced in said Section to a dependent, spouse, or domestic partner of the University without payment of tuition based upon program definitions, details and operating eligibility requirements, said funding levels determined by the University, and consistent with the requirements of Florida Statutes;

NOW, THEREFORE, the Parties understand and agree as follows:

### A. One Time Lump Sum Bonus

1. The University will provide a bonus pool in the aggregate amount of two percent (2%) of the Department's eligible employees' annual wages, which will be distributed as a one-time, lump-sum, performance-based bonus to each eligible employee, effective on the first pay period following the date of ratification of this MOU by USF;
2. The one-time bonuses authorized under this MOU shall not be added to employees' base annual wages or otherwise constitute a recurring obligation;
3. In order to be eligible for the bonus referenced herein, the employee must meet all of the following criteria:
  - a. The employee must have been employed by March 13, 2020;
  - b. The employee must have been actively employed on the effective date of the bonus;
  - c. The employee must not have an open Performance Improvement Plan (PIP);
  - d. The employee must not have a performance rating of "needs improvement" or "unsatisfactory" on their most recent evaluation of record;
  - e. The Chief of Police or designee must certify that the employee took on new or increased duties or responsibilities associated with responding to, or otherwise ensuring continuity of operations during, the COVID-19 pandemic; and
  - f. The bonus amount can be no more than 2% of the employee's gross annual base wage rate.

Document signed by:  
