

MEMORANDUM OF UNDERSTANDING
Between the Board of Higher Education and AFSCME

The Board of Higher Education (“BHE”) and the American Federation of State, County and Municipal Employees (“AFSCME”), collectively the “Parties,” hereby enter into this Memorandum of Understanding (“MOU”) pertaining to existing language in the collective bargaining agreement, specifically, Article 31, Section 2.

The Parties agree to the following understanding:

1. Evaluation Forms (Appendix G) that are completed by an Employee’s supervisor and provided to the Employee between February 1st and April 30th are considered ‘on-time’ evaluations, regardless of whether the Employee requests a meeting with their supervisor or not.
2. Any Evaluation Form (Appendix G) that is not completed by an Employee’s Supervisor and provided to the Employee by April 30th is deemed late and invalid (unless clause 5 below applies). An invalid Evaluation Form may not be included in the Employee’s Personnel File. Institutions may not rely on an invalid Evaluation Form for any future reason, including but not limited to discipline and/or for promotional consideration.
3. The period between May 1st and June 1st is to permit the Employee with time to review the evaluation, and request a meeting with their supervisor, and, if requested, with the supervisor of the next higher level than the immediate supervisor.
4. Regardless of whether an Employee requests a meeting to discuss the evaluation, all evaluations must be delivered to Human Resources by June 1st in order to be considered valid and for inclusion in the Employee’s personnel file (unless clause 5 applies).
5. Any Employee who is out of the workplace on approved leave for any reason between February 1st and April 30th and did not have an Evaluation Form completed prior to their absence, must be provided with a completed Evaluation Form (Appendix G) within thirty (30) calendar days of their return to work. The period between thirty-one (31) and sixty (60) calendar days from the employee’s return to work date allows for time for an employee to review the evaluation, and request a meeting with the supervisor, and, if requested, with the supervisor of the next higher level than the immediate supervisor. All evaluations are to be delivered to HR by the sixtieth (60th) calendar day of the Employee’s return to work.

AFSCME agrees that upon execution of this MOU that the System-wide Evaluation Grievance submitted in May of 2024, along with any grievances submitted at the local level on the same issue, shall be withdrawn with prejudice.

This MOU is not an admission of wrongdoing by any Party.

For AFSCME,
 _____ Date 1.15.25

For the Board of Higher Education,
_____ Date _____

For the State Universities
_____ Date _____

For the Community Colleges
_____ Date _____