

# MEMORANDUM OF UNDERSTANDING: COVID-19 HEALTH EMERGENCY

During the current health emergency brought on by the coronavirus pandemic, UFF-UCF and the UCF Board of Trustees are committed to maintaining the productive and efficient operation of the University in a safe and healthy environment. Local, state, federal, and international health organizations recommend social distancing as the most effective immediate response to this pandemic. This agreement acknowledges these ~~latest~~ recommendations. To this end, we agree that the following terms and conditions shall remain in effect until ~~further notice~~ all appropriate governmental authorities declare an end to the emergency.

## I. Issue: Transition to Online Teaching

~~1. The collective bargaining agreement and federal and state intellectual property law shall apply to all course content and course delivery materials created as a result of the mandated transition to online instruction.~~

~~2. Instructors shall maintain ownership of rights to all course content, including content, even if it is required to be presented in an online format.~~

~~3. Faculty are professionals and are capable of determining what adjustments need to be made to complete their pedagogy during this crisis in a way that is consistent with any applicable accreditation requirements.~~ Research has shown that online instruction is not simply face-to-face instruction by other means. Effective online course delivery requires extensive preparation, training, and time. An abrupt transition to online course instruction ~~without~~ with limited preparation and training ~~is~~ may therefore ~~likely to~~ impede pedagogical effectiveness. Except for employees about whom there are at least two separate and substantiated concerns based on student complaints and/or supervisor observation/visitation,

- ~~There~~ Assuming an employee makes a good faith effort to offer effective online instruction, there shall be no adverse employment or evaluative action arising from the online transition of classes and other disruptions to teaching protocols during spring 2020 (e.g. in classroom proctoring). Thus, teaching observation/visitation).
- ~~Each~~ Assuming a ~~employee makes a good faith effort to offer effective online instruction, they~~ shall choose whether their course evaluations (i.e., SPIs, and/or chair/peer evaluations of teaching) for Spring 2020 and all terms (A, B, C, and D) in Summer 2020 will be included or excluded from ~~all future~~ consideration during corresponding annual evaluations, and during tenure/promotion evaluations, and/or continuing contract review, ~~unless the faculty member chooses to include them.~~ This agreement shall remain in effect for Spring 2020, Summer A, Summer C, and if necessary, Summer B. If the pandemic remains an emergency beyond August 7, 2020, both parties may agree to extend this agreement to the 2020-2021 academic year evaluations/reviews.

~~3. Given that the current crisis may extend through an indefinite period, the University shall allow faculty to teach online asynchronously and/or synchronously with set scheduled instruction times.~~

47 **II. Issues: Research, Creative Activities, and Professional Development**  
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49 43. Because the impacts of the COVID-19 health emergency are local, national, and international  
50 in scope, any impacts ~~that~~outside of the faculty members' control which reduce or make  
51 impossible faculty members' ability to conduct or present their scholarship, creative activities, or  
52 research shall not negatively affect their annual evaluations or tenure and/or promotion reviews.  
53 ~~The mandatory closure of university research facilities shall not negatively impact the annual~~  
54 ~~evaluations or the tenure and/or promotion of affected faculty.~~  
55

56 ~~5. Where faculty or professional employees have made nonrefundable plans connected to~~  
57 ~~previously approved University travel and the conference or event is cancelled, the University~~  
58 ~~shall reimburse the employee the amount of the previously approved nonrefundable travel or the~~  
59 ~~employee shall be granted an extension through December 2021 to make use of such funds. In~~  
60 ~~instances of cancellations, the employee must document a good faith effort to have sought~~  
61 ~~reimbursement from the entities that received the nonrefundable payments connected to the~~  
62 ~~previously approved travel.~~  
63

64 464. Faculty and professional employees may submit a separate document as part of their annual  
65 activity report to describe any adverse impacts of the pandemic to their research, teaching,  
66 service, and professional development. Employees may submit their annual activity reports (and  
67 any attachments thereto) through May 28, 2020, without penalty.  
68

69 ~~57.5. Subject to budget conditions, To the extent possible under evolving budget conditions and~~  
70 ~~under University policies and regulations, eEmployees mayshall may use discretionary funds~~  
71 ~~they were allocated during the academic year 2020-2021.~~  
72

73 ~~686. Except for essentialhealth care providers, in-unit faculty and professional employees shall~~  
74 ~~be allowed to work from home, provided that their assigned duties may be accomplished~~  
75 ~~remotely, until the campus reopens to students and face-to-face instruction resumes.without~~  
76 ~~redeeming accrued leave, ~~provided that assigned duties are able to be accomplished remotely.~~~~  
77 ~~Supervisors shall allow such arrangements unless the legitimate business interests of UCF that~~  
78 ~~require the employee to report for duty clearly outweigh the health and welfare risks to the~~  
79 ~~employee, to UCF, and to the surrounding community.~~  
80

81 ~~7. Once the Florida State and Orange County "stay at home" executive orders~~

82 797. Once all applicable government-mandated restrictions expire, faculty and professional  
83 employees shall have access to their offices ~~to retrieve necessary materials needed for research~~  
84 and/or teaching, and, or if applicable, to their laboratories and other facilities necessary for the  
85 conduct of their research, consistent with campus safety policy. ~~Should it become necessary~~The  
86 University shall provide notice of changes to ~~restrict~~facility access to ~~campus~~ facilities, the  
87 University shall provide adequate notice to facultycommunity on its website and indicate there  
88 who may return to campus and when they may return.  
89

90 ~~8108. Working away from campus, having limited ability to collect and analyze data, and~~  
91 ~~pivoting to all-online course delivery may detract from research, teaching and/or service~~  
92 ~~activities of faculty. Therefore, pre-tenure faculty may exercise the following:~~

93  
94 (a) ~~exercise the option to~~ extend their ~~probationary~~tenure-earning period by one year,  
95 beginning with the 2019-2020 academic year. ~~If the faculty member later decides to not use the~~  
96 ~~additional year, he or she may revert to the original timetable.~~

97 (b) ~~Upon the award of tenure and~~, while reserving their right to request an “early”  
98 promotion, ~~the promotion increment in salary/tenure. Eligible faculty will find deadlines and the~~  
99 ~~tenure-clock-adjustment form to be retroactive to the Effective Date when the promotion would~~  
100 ~~have occurred without this one year delay used at:~~  
101 (~~https://facultyexcellence.ucf.edu/files/2020/03/COVID19TenureClockAdjustmentForm\_2020.pdf.~~

102  
103 (b) Faculty with start-up funds shall be granted a one-year extension to make use of such  
104 funds, ~~provided that the employee’s unit/college has sufficient funds available, subject to~~  
105 ~~availability of funds in the employee’s unit/college~~, unless the employee resigns, is non-  
106 reappointed, or their position is ending.

107  
108 ~~9119. All state employees are banned from travel for conferences or research travel, and foreign~~  
109 ~~archives and libraries are currently closed, hence, permit those~~Employees who were on  
110 sabbatical or on professional development leave during the academic ~~years~~year 2019-2020 and  
111 ~~may petition their dean for a remedy in order to complete the portions of their planned work that~~  
112 ~~were severely impacted by the pandemic. Such petitions will be considered on a case-by-case~~  
113 ~~basis. Employees who are expected to be on sabbatical or on professional development leave~~  
114 ~~during the academic year 2020-21 to extend or~~ may petition their dean to ~~petition their dean to~~  
115 defer their sabbatical or professional development leave.

### 116 117 **III. Issue: Disease, Public Health, and Sanitation**

118  
119 ~~101210. Before reopening the campus to employees, T~~the University will appropriately clean  
120 public university areas. In addition, requests for sanitizing a campus building may be submitted;  
121 ~~the form for such requests may be found at:~~  
122 https://ehs.ucf.edu/wp-content/uploads/2020/04/UCF-Building-Sanitization-Request-Form.pdf  
123 All employees are strongly encouraged to continue to abide by personal hygiene and social  
124 interaction recommendations from the CDC to contribute to a collective effort to control the  
125 spread of disease on campus.~~clearly & specifically announce what sanitation and cleaning~~  
126 ~~methods have been taken before~~ shall sanitize all, where appropriate, clean public university  
127 areas, including floors, surfaces, and HVAC systems. Faculty and professional prior to  
128 employees may request from the University to have professional cleaning and sanitation of their  
129 office, classroom, and/or laboratories, and other areas they perform work.

130  
131 ~~11. The Families First Coronavirus Response Act (HR 6201, effective April 1, 2020) provides~~  
132 ~~provisions for eligible employees to receive paid sick leave and paid emergency Family Medical~~  
133 ~~Leave if they are unable to work or work remotely due to COVID-19.<sup>+</sup> In addition to this Act,~~  
134 ~~the University shall, upon receipt of appropriate documentation, provide up to fourteen (14) days~~

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<sup>+</sup>This includes our OPS employees (student and non student) with the exception of Federal Work Study students and first responders.

135 of additional paid sick leave to faculty or professional employees who contract the virus or are  
136 otherwise required to self-quarantine. After the period of absence, the faculty or employee may,  
137 without penalty, submit claims for additional sick leave.

138 12. The CDC recommends that anyone with “clinical suspicion” should be tested. The University  
139 shall provide free COVID-19 testing when available, or it shall provide instructions via email for  
140 obtaining such tests.

#### 141 IV. Issue: Caregivers

142 ~~1113.~~ Faculty and professional employees with children whose schools are closed due to  
143 COVID-19 ~~shall~~~~may~~ ~~are not expected to maintain use~~ available leave (which may include  
144 Emergency Paid Sick Leave and/or Emergency Family and Medical Leave Act leave under the  
145 Families First Coronavirus Response Act) ~~if they are not able to work or telework their regular~~  
146 ~~work amount of hours.~~ if they are not able to complete their assigned duties during a pay period.  
147 The University shall ~~make appropriate accommodations for these employees, and it shall not~~  
148 ~~penalize them~~employees for fulfilling ~~parental~~assigned duties. The University shall make  
149 appropriate accommodations for parental responsibilities, and not penalize faculty in missed  
150 while on approved leave on their annual performance evaluations (Article 10), sustained  
151 performance ~~evaluation~~evaluations, or tenure and promotion review (Articles 14 & 15) for the  
152 2019-~~2021~~2020 academic years~~year~~.

153  
154 12. Both parties recognize the importance of the University’s non-discrimination policy and  
155 aspire to engender a culture of diversity and inclusion at all times, including during the current  
156 pandemic.~~14. Both parties agree that COVID19 has a gendered impact, and will not impose~~  
157 ~~policy that may discriminate based on gender.~~

158  
159 14. The University will seek better vision care providers as many faculty and professional  
160 employees will be suffering from additional eye strain and ocular migraines owed to screen  
161 staring.

162  
163 15. If applicable, a faculty member may submit a separate document as part, or in lieu of their  
164 annual activity report, describing adverse impacts to their research, teaching, service,  
165 professional development, physical or mental health.

#### 167 V. Other

168  
169 16. Current parking permits that were purchased for one full year for the 2019-2020 academic  
170 year shall be extended through December 31, 2020.

171  
172 17. Allow faculty and professional employees to have administrative rights of their own  
173 University-owned laptops/desktops/iPads, so they can upload teaching programs and update  
174 existing software on their University equipment.

175  
176 18. The University shall negotiate a contract(s) with an internet vendor or vendors (i.e., AT&T,  
177 Spectrum, etc.) to offer internet service at a discount to UCF faculty or professional employees.

178  
179 ~~191513~~. The University shall reimburse faculty or professional employees, ~~up to \$1,000,~~ who  
180 ~~were instructed by their supervisor to expediently purchase~~ items, ~~(i.e. including a laptop and/or~~  
181 ~~webcam, ) after being told to so by a supervisor in order~~ to remain productive and efficient while  
182 working remotely. Documentation from the supervisor will be necessary for reimbursement.

183  
184 14. Until the university is reopened to all employees, email communication will suffice in all  
185 cases where certified mail or personal delivery is required by the CBA. An electronic delivery  
186 receipt will be considered proof of receipt by the recipient.

187  
188 ~~20. (NOTE: discussion of this point is needed during impact bargaining. The language here is not~~  
189 ~~meant to represent the position of the BOT.) Provide clear guidelines of how the beneficiary or~~  
190 ~~estate of a faculty member or professional employee resolve the death of their loved one if they~~  
191 ~~die owed to complications of COVID-19.~~

192  
193 **VI. Issue: Impact Bargaining**

194  
195 ~~21. Given the daily challenges and changes owed to COVID-19, both parties reserve the right to~~  
196 ~~revisit this document and make alterations.~~

197  
198 ~~22131615~~. If the applicable governmental restrictions addressing the pandemic  
199 continues/continue beyond our current ~~contract~~academic year, along with federal, state and/or  
200 international/local guidelines ~~to for~~ self-isolate/isolation and social ~~distance ourselves from each~~  
201 ~~other~~distancing, both parties will review and, if necessary, impact bargain a new impacts to this  
202 agreement beginning on or before August 8, 2020.

203  
204 **VII. Issue: Moving Forward Together**~~Assignment Fatigue~~

205  
206 ~~231716~~. Both parties ~~agree~~recognize that the impact of the COVID-19 pandemic ~~can have~~  
207 ~~unforeseen and long lasting impact~~ on faculty and professional employees may continue beyond  
208 the present emergency in varying ways in varying ways. Both parties ~~should~~will inform and  
209 remind employees of benefits provided (e.g., Employee Assistance Program (EAP)) and  
210 resources available (e.g., Office of Institutional Equity) for their total well-being and encourage  
211 them to utilize them.~~aspire to identify faculty with work and stress overloads owed to the~~  
212 ~~pandemic and look to alleviate detriment to their health with solutions, such as assignment~~  
213 ~~recalibration and increased access to health & wellness care.~~