

1 **MEMORANDUM OF UNDERSTANDING: COVID-19 HEALTH EMERGENCY**
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3 During the current health emergency brought on by the coronavirus pandemic, UFF-UCF and the
4 UCF Board of Trustees are committed to maintaining the productive and efficient operation of the
5 University in a safe and healthy environment. Local, state, federal, and international health
6 organizations recommend social distancing as the most effective immediate response to this
7 pandemic. This agreement acknowledges these latest recommendations. To this end, we agree that
8 the following terms and conditions shall remain in effect until further notice.
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10 **I. Issue: Transition to Online Teaching**
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12 1. The collective bargaining agreement and federal and state intellectual property law shall apply
13 to all course content and course delivery materials created as a result of the mandated transition to
14 online instruction.
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16 2. Instructors shall maintain ownership of all course content, even if it is presented in an online
17 format.
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19 3. Research has shown that online instruction is not simply face-to-face instruction by other means.
20 Effective online course delivery requires extensive preparation, training, and time. An abrupt
21 transition to online course instruction without preparation and training is therefore likely to impede
22 pedagogical effectiveness. There shall be no adverse employment or evaluative action arising from
23 the online transition of classes and other disruptions to teaching protocols (e.g. in-classroom
24 proctoring). Thus, course evaluations will be excluded from all future annual evaluations,
25 tenure/promotion evaluations, and/or continuing contract review, unless the faculty member
26 chooses to include them. This agreement shall remain in effect for Spring 2020, Summer A,
27 Summer C, and if necessary, Summer B. If the pandemic remains an emergency beyond August
28 7, 2020, both parties may agree to extend this agreement to the 2020-2021 academic year
29 evaluations.
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31 **II. Issues: Research, Creative Activities, and Professional Development**
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33 4. Because the impacts of the COVID-19 health emergency are local, national, and international
34 in scope, any impacts that reduce or make impossible faculty members' ability to conduct or
35 present their scholarship, creative activities, or research shall not negatively affect their annual
36 evaluations or tenure and/or promotion reviews. The mandatory closure of university research
37 facilities shall not negatively impact the annual evaluations or the tenure and/or promotion of
38 affected faculty.
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40 5. Where faculty or professional employees have made nonrefundable plans connected to
41 previously-approved University travel and the conference or event is cancelled, the University
42 shall reimburse the employee the amount of the previously-approved nonrefundable travel or the
43 employee shall be granted an extension through December 2021 to make use of such funds. In
44 instances of cancelations, the employee must document a good faith effort to have sought
45 reimbursement from the entities that received the nonrefundable payments connected to the
46 previously approved travel.

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48 6. Faculty and professional employees shall be allowed to work from home without redeeming
49 accrued leave, provided that assigned duties are able to be accomplished remotely. Supervisors
50 shall allow such arrangements unless the legitimate business interests of UCF that require the
51 employee to report for duty clearly outweigh the health and welfare risks to the employee, to UCF,
52 and to the surrounding community.

53
54 7. Once the Florida State and Orange County “stay-at-home” executive orders expire, faculty and
55 professional employees shall have access to their offices to retrieve necessary materials needed for
56 research and/or teaching, and/or if applicable, laboratories and other facilities necessary for the
57 conduct of their research, consistent with campus safety policy. Should it become necessary to
58 restrict access to campus facilities, the University shall provide adequate notice to faculty.

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

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64 (a) exercise the option to extend their probationary period by one year, beginning with the
65 2019-2020 academic year. If the faculty member later decides to not use the additional year, he or
66 she may revert to the original timetable.

67 (b) Upon the award of tenure and promotion, the promotion increment in salary will be
68 retroactive to the Effective Date when the promotion would have occurred without this one-year
69 delay.

70 (c) Faculty with start-up funds shall be granted a one-year extension to make use of such
71 funds.

72
73 9. All state employees are banned from travel for conferences or research travel, and foreign
74 archives and libraries are currently closed, hence, permit those who were on sabbatical or on
75 professional development leave during the academic years 2019-2020 and 2020-21 to extend or
76 defer their sabbatical or professional development leave.

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78 **III. Issue: Disease, Public Health, and Sanitation**

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80 10. The University shall sanitize all public university areas, including floors, surfaces, and HVAC
81 systems. Faculty and professional employees may request from the University to have professional
82 cleaning and sanitation of their office, classroom, and/or laboratories, and other areas they perform
83 work.

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85 11. The Families First Coronavirus Response Act (HR 6201, effective April 1, 2020) provides
86 provisions for eligible employees to receive paid sick leave and paid emergency Family Medical
87 Leave if they are unable to work or work remotely due to COVID-19.¹ In addition to this Act, the
88 University shall, upon receipt of appropriate documentation, provide up to fourteen (14) days of
89 additional paid sick leave to faculty or professional employees who contract the virus or are

¹ This includes our OPS employees (student and non-student) with the exception of Federal Work Study students and first responders.

90 otherwise required to self-quarantine. After the period of absence, the faculty or employee may,
91 without penalty, submit claims for additional sick leave.

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

95 13. Faculty and professional employees with children whose schools are closed due to COVID-19
96 are not expected to maintain regular work hours. The University shall make appropriate
97 accommodations for these employees, and it shall not penalize them for fulfilling parental duties.
98 The University shall make appropriate accommodations for parental responsibilities, and not
99 penalize faculty in their annual performance evaluations (Article 10), sustained performance
100 evaluation, or tenure and promotion review (Articles 14 & 15) for the 2019-2021 academic years.

101
102 14. The University will seek better vision care providers as many faculty and professional
103 employees will be suffering from additional eye strain and ocular migraines owed to screen staring.

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

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109 **IV. Other**

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

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

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

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121 19. The University shall reimburse faculty or professional employees, up to \$1,000, who purchase
122 items, including a laptop and/or webcam, to remain productive and efficient while working
123 remotely.

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125 20. Provide clear guidelines of how the beneficiary or estate of a faculty member or professional
126 employee resolve the death of their loved one if they die owed to complications of COVID-19.

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128 **V. Issue: Impact Bargaining**

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130 21. Given the daily challenges and changes owed to COVID-19, both parties reserve the right to
131 revisit this document and make alterations.

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133 22. If the pandemic continues beyond our current contract year, along with federal, state or
134 international guidelines to self-isolate and social distance ourselves from each other, both parties
135 will review and, if necessary, bargain new impacts to this agreement on or before August 8, 2020.
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137 **VI. Issue: Assignment Fatigue**
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139 23. Both parties agree that the COVID-19 pandemic can have unforeseen and long lasting impact
140 on faculty and professional employees in varying ways. Both parties should aspire to identify
141 faculty with work and stress overloads owed to the pandemic and look to alleviate detriment to
142 their health with solutions, such as assignment recalibration and increased access to health &
143 wellness care.