

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
5 the 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
8 that the following terms and conditions shall remain in effect until ~~further notice~~ all appropriate
9 governmental authorities declare an end to the emergency.

10
11 **I. Issue: Transition to Online Teaching**
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13 ~~1. The collective bargaining agreement and federal and state intellectual property law shall apply~~
14 ~~to all course content and course delivery materials created as a result of the mandated transition~~
15 ~~to online instruction.~~

16
17 ~~2. Instructors shall maintain ownership of rights to all course content, including content, even if it~~
18 ~~is required to be~~ presented in an online format.

19
20 ~~32. Faculty are professionals and are capable of determining what adjustments need to be made~~
21 ~~to complete their pedagogy during this crisis.~~ Research has shown that online instruction is not
22 simply face-to-face instruction by other means. Effective online course delivery requires
23 extensive preparation, training, and time. An abrupt transition to online course instruction
24 ~~without~~ with limited preparation and training ~~is may~~ therefore ~~likely to~~ impede pedagogical
25 effectiveness. There ~~Assuming an employee makes a good faith effort to offer effective online~~
26 ~~instruction, there~~ shall be no adverse employment or evaluative action arising from the online
27 transition of classes and other disruptions to teaching protocols during spring 2020. (e.g. in-
28 classroom proctoring). Thus,, teaching observation/visitation). Assuming a An employee makes
29 a good faith effort to offer effective online instruction, they shall choose whether their course
30 evaluations (i.e., SPIs, and/or chair/peer evaluations of teaching) for Spring 2020 and all terms
31 (A, B, C, and D) in Summer 2020 will be included or excluded from all future reconsideration
32 during corresponding annual evaluations, and during tenure/promotion evaluations, and/or
33 continuing contract review, unless the faculty member chooses to include them. This agreement
34 shall remain in effect for Spring 2020, Summer A, Summer C, and if necessary, Summer B. If
35 the pandemic remains an emergency beyond August 7, 2020, both parties may agree to extend
36 this agreement to the 2020-2021 academic year evaluations reviews.

37
38 3. Given that the current crisis may extend through an indefinite period, the University shall
39 allow faculty to teach online asynchronously and/or synchronously with set scheduled instruction
40 times.

41
42 **II. Issues: Research, Creative Activities, and Professional Development**
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44 4. Because the impacts of the COVID-19 health emergency are local, national, and international
45 in scope, any impacts ~~that~~ outside of the faculty members' control which reduce or make
46 impossible faculty members' ability to conduct or present their scholarship, creative activities, or

47 research shall not negatively affect their annual evaluations or tenure and/or promotion reviews.
48 ~~The mandatory closure of university research facilities shall not negatively impact the annual~~
49 ~~evaluations or the tenure and/or promotion of affected faculty.~~

50
51 5. Where faculty or professional employees have made nonrefundable plans connected to
52 previously-approved University travel and the conference or event is cancelled, the University
53 shall reimburse the employee the amount of the previously-approved nonrefundable travel or the
54 employee shall be granted an extension through December 2021 to make use of such funds. In
55 instances of cancelations, the employee must document a good faith effort to have sought
56 reimbursement from the entities that received the nonrefundable payments connected to the
57 previously approved travel.

58
59 64. Faculty and professional employees may submit a separate document as part of their annual
60 activity report to describe any adverse impacts of the pandemic to their research, teaching,
61 service, and professional development.

62
63 ~~7.5. To the extent possible under evolving budget conditions and under University policies and~~
64 ~~regulations, e~~Employees shall ~~may~~ use discretionary funds they were allocated during the
65 academic year 2020-2021.

66
67 68. Except for essential health care providers, in-unit faculty and professional employees shall be
68 allowed to work from home, without redeeming accrued leave, provided that assigned duties are
69 able to be accomplished remotely. Supervisors shall allow such arrangements unless the
70 legitimate business interests of UCF that require the employee to report for duty clearly outweigh
71 the health and welfare risks to the employee, to UCF, and to the surrounding community.

72
73 ~~7. Once the Florida State and Orange County “stay at home” executive orders~~
74 79. Once all applicable government-mandated restrictions expire, faculty and professional
75 employees shall have access to their offices to retrieve necessary materials needed for research
76 and/or teaching, and/or if applicable, to their laboratories and other facilities necessary for the
77 conduct of their research, consistent with campus safety policy. ~~Should it become necessary~~The
78 University shall provide notice of changes to restrict facility access to campus facilities, the
79 University ~~shall provide adequate notice to faculty~~community on its website.

80
81 810. Working away from campus, having limited ability to collect and analyze data, and
82 pivoting to all-online course delivery may detract from research, teaching and/or service
83 activities of faculty. Therefore, pre-tenure faculty may exercise the following:

84
85 (a) ~~exercise the option to~~ extend their probationary tenure-earning period by one year,
86 beginning with the 2019-2020 academic year. ~~If the faculty member later decides to not use the~~
87 ~~additional year, he or she may revert to the original timetable.~~

88 (b) ~~Upon the award of tenure and,~~ while reserving their right to request an “early”
89 promotion, ~~the promotion increment in salary /tenure.~~ Eligible faculty will find deadlines and the
90 tenure-clock-adjustment form to be retroactive to the Effective Date when the promotion would
91 have occurred without this one-year delay used at:

92 ~~([https://facultyexcellence.ucf.edu/files/2020/03/COVID19TenureClockAdjustmentForm_2020.](https://facultyexcellence.ucf.edu/files/2020/03/COVID19TenureClockAdjustmentForm_2020.pdf)~~
93 ~~pdf.~~

94
95 (b) Faculty with start-up funds shall be granted a one-year extension to make use of such
96 funds, ~~subject to availability of funds in the employee's unit/college, unless the employee~~
97 ~~resigns, is non-reappointed, or their position is ending.~~

98
99 ~~911. All state employees are banned from travel for conferences or research travel, and foreign~~
100 ~~archives and libraries are currently closed, hence, permit those Employees who were on~~
101 ~~sabbatical or on professional development leave during the academic years year 2019-2020 and~~
102 ~~may petition their dean for a remedy in order to complete the portions of their planned work that~~
103 ~~were severely impacted by the pandemic. Such petitions will be considered on a case-by-case~~
104 ~~basis. Employees who are expected to be on sabbatical or on professional development leave~~
105 ~~during the academic year 2020-21 to extend or may petition their dean to~~ defer their sabbatical or
106 professional development leave.

107 108 **III. Issue: Disease, Public Health, and Sanitation**

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110 ~~1012. The University will clearly & specifically announce what sanitation and cleaning methods~~
111 ~~have been taken before shall sanitize all, where appropriate, clean public university areas,~~
112 ~~including floors, surfaces, and HVAC systems. Faculty and professional prior to reopening the~~
113 ~~campus to employees may request from the University to have professional cleaning and~~
114 ~~sanitation of their office, classroom, and/or laboratories, and other areas they perform work.~~

115
116 ~~11. The Families First Coronavirus Response Act (HR 6201, effective April 1, 2020) provides~~
117 ~~provisions for eligible employees to receive paid sick leave and paid emergency Family Medical~~
118 ~~Leave if they are unable to work or work remotely due to COVID-19.⁴ In addition to this Act,~~
119 ~~the University shall, upon receipt of appropriate documentation, provide up to fourteen (14) days~~
120 ~~of additional paid sick leave to faculty or professional employees who contract the virus or are~~
121 ~~otherwise required to self-quarantine. After the period of absence, the faculty or employee may,~~
122 ~~without penalty, submit claims for additional sick leave.~~

123
124 ~~12. The CDC recommends that anyone with "clinical suspicion" should be tested. The University~~
125 ~~shall provide free COVID-19 testing when available, or it shall provide instructions via email for~~
~~obtaining such tests.~~

126 IV. Issue: Caregivers

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128 13. Faculty and professional employees with children whose schools are closed due to COVID-
129 19 ~~may are not expected to maintain use available leave (which may include Emergency Paid~~
130 ~~Sick Leave and/or Emergency Family and Medical Leave Act leave under the Families First~~
~~Coronavirus Response Act) if they are not able to work or telework their regular work amount of~~

⁴This includes our OPS employees (student and non-student) with the exception of Federal Work Study students and first responders.

~~hours, during a pay period.~~ The University shall ~~make appropriate accommodations for these employees, and it shall not penalize them~~ employees for ~~fulfilling parental assigned duties.~~ The University shall ~~make appropriate accommodations for parental responsibilities, and not penalize faculty in missed while on approved leave on~~ their annual performance evaluations (Article 10), sustained performance ~~evaluation evaluations,~~ or tenure and promotion review (Articles 14 & 15) for the 2019-~~2021~~2020 academic ~~years~~year.

14. Both parties agree that COVID19 has a gendered impact, and will not impose policy that may discriminate based on gender.

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

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

V. Other

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

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

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

~~19~~15. The University shall reimburse faculty or professional employees, ~~up to \$1,000,~~ who expeditiously purchased items, ~~(i.e. including a laptop and/or webcam,)~~ after being told to so by a supervisor to remain productive and efficient while working remotely.

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

VI. Issue: Impact Bargaining

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

~~22~~16. If the applicable governmental restrictions addressing the pandemic continuescontinue beyond our current ~~contract~~academic year, along with federal, state and/or internationallocal

177 guidelines ~~to~~for self-~~isolate~~isolation and social ~~distance ourselves from each other~~distancing,
178 both parties will review and, if necessary, impact bargain a new ~~impacts to this~~ agreement
179 beginning on or before August 8, 2020.

180

181 **VII. Issue: Assignment Fatigue**

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183 ~~23~~17. Both parties agree that the COVID-19 pandemic can have unforeseen and long lasting
184 impact on faculty and professional employees in varying ways. Both parties should aspire to
185 identify faculty with work and stress overloads owed to the pandemic and look to alleviate
186 detriment to their health with solutions, such as assignment recalibration and increased access to
187 health & wellness care.

188