

# COVID MOU #~~23~~ FINALBOT Proposal #01 (2021-03-04)

~~This MOU #2 will supersede MOU #1 TA'd on April 30, 2020~~

## Statement

During the current global health emergency brought on by the coronavirus pandemic, the UFF-UCF faculty union 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 and wearing masks or facial covering as ~~the most~~ effective immediate responses to reducing the spread of coronavirus. This agreement acknowledges those recommendations. To this end, we agree that the following terms and conditions shall remain in effect until the state of Florida declares an end to the emergency, escalates the emergency, or ~~December 23, 2020~~ August 7, 2021, whichever comes first. During this period, as a best practice, the University agrees to use its best efforts to inform ~~a designated UFF representative~~ all UCF employees and students on its crisis management response through email and the university's COVID-19 webpage, [ucf.edu/coronavirus](http://ucf.edu/coronavirus).

## Assignment/Evaluation

Current faculty, staff, and students rely on college and university education for their present and future livelihoods. Florida and the nation depend on educated and skilled workers beyond the pandemic. We shall strive to continue investing in UCF during the economic downturn. We recognize that reductions in University funding can have a negative impact on our local economy.

- ~~1 The University and UFF-UCF agree to have open discussions on the potential work modalities for fall 2020 and spring 2021 semesters.~~
- 2 The University shall permit faculty whose assignment ~~does~~ not require them to return to campus to work in a remote setting ~~in Fall 2020 semester~~ through the summer 2021 terms.
- 3 Labs and offices shall remain open to the extent allowed by law and/or emergency orders. Research procedures and safety protocols should remain in place, such as the practice of conducting symptom and exposure monitoring every day before coming to campus through the COVID Self-Checker.
- 4 Given the uncertainty arising from COVID-19, it is possible that assigned activities for ~~spring~~ summer 2021 may change. Such changes shall be communicated to faculty by ~~December 5, 2020~~ April 15, 2021, or as soon as is practicable.
- 5 Supervisors should, in alignment with their department/unit's AESPs, take into account the fact that research routines have been disrupted due to the pandemic in evaluating faculty in annual evaluations and promotion portfolios. Where quantitative research measures are explicitly or implicitly present in the AESPs, they shall be proportionately considered during annual evaluation. For example <sup>[CR1]</sup>, if an AESP requires a faculty member to publish at least three journal articles per year to

43 earn a rating of Outstanding and the chair/director recognizes that data collection  
44 for the faculty member's research has been impacted by COVID, the chair/director  
45 could rate the faculty member Outstanding in research with two or more journal  
46 articles published. Faculty are encouraged to have proactive discussions with their  
47 chair or immediate supervisor regarding impacts to their research or creative  
48 scholarship. Supervisors are encouraged to request a consultation meeting with a  
49 faculty member to review their online teaching.

50 6 Should a course need to transition to another modality during the fall/spring 2021  
51 semester or summer 2021 term(s) due to the health of the instructor or to the state  
52 of the pandemic, the University shall use best efforts mitigate the disruption and any  
53 adverse results for the students or the faculty.

54 7 The University shall continue to provide support and training for remote instruction.

### 55 56 **Intellectual Property Rights**

57 8 Instructors shall maintain rights to all course content, including content required to  
58 be presented in an online format as provided in Article 18 of the UCF Collective  
59 Bargaining Agreement.

### 60 61 **Tenure and Promotion**

62 ~~9—As previously agreed in the April 30th 2020 MOU, because there is uncertainty as to~~  
63 ~~the length of the COVID-19 health emergency, the University recognizes that many~~  
64 ~~pre-tenure faculty are still readjusting their research or creative scholarship agenda.~~  
65 ~~To ensure affected faculty's tenure progression is not negatively impacted from the~~  
66 ~~sudden and substantial disruption to research productivity, and to ensure tenure-~~  
67 ~~earning faculty have time to creatively adjust to new resources, conditions, and/or~~  
68 ~~work environments, they may exercise the option to extend their probationary~~  
69 ~~period by one year, beginning with the 2019-2020 academic year. Any tenure-~~  
70 ~~earning faculty member who is eligible to request an extension by September 1,~~  
71 ~~2020, shall have until October 1, 2020 to request an extension.~~  
72 ~~[https://facultyexcellence.ucf.edu/document/covid-19-tenure-clock-adjustment-](https://facultyexcellence.ucf.edu/document/covid-19-tenure-clock-adjustment-request/)~~  
73 ~~[request/](https://facultyexcellence.ucf.edu/document/covid-19-tenure-clock-adjustment-request/) If the faculty member later decides to not use the additional year, he or she~~  
74 ~~may forego the additional year provided by the extension.~~

### 75 76 **Public Health and Safety**

77 ~~10—On-campus innovations to combat the virus require funding to protect the health~~  
78 ~~and safety of students, faculty, and staff who return to campus for hybrid or face-to-~~  
79 ~~face classes. To date, the University has already invested in, for example, \$5 million~~  
80 ~~dollars to upgrades to its facilities, increased cleaning, and provide training in health~~  
81 ~~protocols for all faculty, staff, and students who will be returning to campus. It has~~  
82 ~~taken extensive measures to mitigate risk and prevent the spread of COVID 19. A~~  
83 ~~complete description of all the health and safety precautions being taken by the~~  
84 ~~University may be found at the University's Coronavirus website:~~

ucf.edu/coronavirus. A partial list of the steps already taken or in the process of being completed include:

~~11—~~

~~12— Installing upgraded air filters and adding UV lighting in buildings~~

~~13— Adding 1,200 hand sanitizing stations, including one in all classrooms~~

~~14— Performing regular wipe downs of door handles, elevator buttons and bathrooms throughout the day.—~~

~~15— Adding 615 step and pull door openers as well as 530 plexiglass panels in high traffic areas such as the library and welcome center, and 400 retrofitted motion sensors for doors.~~

~~16— Adding 1,350 touch free paper towels dispensers in buildings that did not already have them.~~

~~17— Providing reusable face coverings for all faculty, staff, and students at no cost; additionally retrofitting vending machines to provide masks at a fair cost.~~

~~18— Fogging classrooms with anti-virus spray each night after classes end for the day.~~

~~19— Roping off sections of seats in classrooms to promote social distancing.~~

~~20— Reducing classroom capacities in large classrooms.~~

~~21— Providing protocols for social distancing in open areas in offices and campus dining facilities.~~

~~22—~~

~~A complete description of all the health and safety precautions being taken by the University may be found at the University's Coronavirus website: ucf.edu/coronavirus~~

## **Security, Space, and Maintenance of Equipment**

12 The University shall consider all requests for additional technology and materials required for faculty to meet their teaching, research, and service obligations. The faculty member understands that all equipment, records, and materials provided by the University shall remain the property of the University.

13 All UCF equipment will be serviced and maintained by UCF to the extent possible given the limitations imposed by the current health emergency.

14 Faculty agrees to report to their department chair or immediate supervisor, the incidence of lost, damaged, or unauthorized access of UCF equipment or systems at the earliest reasonable opportunity, including any work-related accidents.

15 The University shall reimburse faculty or professional employees who are instructed by their supervisor to purchase items or use P-cards to purchase such materials. Documentation will be necessary for reimbursement.

## **Social and Emotional Well-being**

16 Prolonged physical distancing, isolation, death, and illness in our families and communities, and economic disruption may leave many employees with ongoing trauma and mental health issues. To promote a healthy environment, the University has provided a comprehensive website that provides the most recent UCF related

127 COVID information. Faculty are encouraged to visit [ucf.edu/coronavirus](https://ucf.edu/coronavirus) for the  
128 latest information. In addition, anyone who experiences stress, anxiety,  
129 depression, relationship or family issues, or any other mental health or life issue is  
130 encouraged to seek help through the University's Employee Assistance program,  
131 either by calling toll-free: **877-240-6863**, or by accessing the website  
132 [HealthAdvocate.com/members](https://HealthAdvocate.com/members).

### 133 134 **Safe Working Conditions**

- 135 17 The University shall consider any high-risk factors for COVID-19 that faculty  
136 members self-identify when making decisions about returning to campus. If the  
137 faculty member falls into one or more "at-risk groups" as defined by the CDC, [after](#)  
138 [providing the appropriate documentation required](#), they shall be allowed to remain  
139 at home and work remotely. Faculty members with household members who fall  
140 into one or more "at risk groups" may request to remain ~~and at~~ home and work  
141 remotely [after providing the appropriate documentation](#). Such requests shall be  
142 evaluated on a case-by-case basis. Employees with disabilities who are in need of an  
143 accommodation due to the pandemic are encouraged to contact the Office of  
144 Institutional Equity. Employees with serious health conditions who are unable to  
145 perform any essential functions of their job due to the pandemic should contact  
146 Human Resources.

147  
148 ~~Employees are encouraged to use the leave available under the Families First~~  
149 ~~Coronavirus Response Act<sup>[CR2]</sup> when they are eligible, including emergency paid sick~~  
150 ~~leave and expanded family and medical leave. Information about this leave is~~  
151 ~~available on the University's Human Resources website at~~  
152 ~~<https://hr.ucf.edu/families-first-coronavirus-response-act/>.~~ Employees are  
153 ~~encouraged to use any COVID-19 related leave that becomes available under a~~  
154 ~~federal or state mandate when they are eligible. Information about any such leave~~  
155 ~~will be communicated to all employees, including on the university's Coronavirus~~  
156 ~~webpage, [ucf.edu/coronavirus](https://ucf.edu/coronavirus).~~

157  
158 Employees are encouraged to communicate with their supervisors and/or Human  
159 Resources about alternative or flexible working arrangements to accommodate  
160 caregiving responsibilities. The University has asked supervisors to be as flexible as  
161 possible with employees' schedules, and will make a good faith effort to grant an  
162 employee's request.

163  
164 ~~As long as this MOU is valid, email communication will suffice in all cases where~~  
165 ~~certified mail or personal delivery is required by the CBA. An electronic delivery~~  
166 ~~receipt will be considered proof of receipt by the recipient.~~ <sup>[CR3]</sup>