

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 recommendations. To this end, we agree that the
8 following terms and conditions shall remain in effect until all appropriate governmental
9 authorities declare an end to the emergency.

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11 **I. Issue: Transition to Online Teaching**
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13 1. Instructors shall maintain rights to all course content, including content required to be
14 presented in an online format.
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16 2. Research has shown that online instruction is not simply face-to-face instruction by other
17 means. Effective online course delivery requires extensive preparation, training, and time. An
18 abrupt transition to online course instruction with limited preparation and training may therefore
19 impede pedagogical effectiveness. Assuming an employee makes a good faith effort to offer
20 effective online instruction, there shall be no adverse employment or evaluative action arising
21 from the online transition of classes and other disruptions to teaching protocols (e.g., teaching
22 observation/visitation). Assuming an employee makes a good faith effort to offer effective online
23 instruction, they shall choose whether their course evaluations for Spring 2020 and all terms (A,
24 B, C, and D) in Summer 2020 will be included or excluded from consideration during
25 corresponding annual evaluations and during tenure/promotion evaluations and/or continuing
26 contract reviews.
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28 **II. Issues: Research, Creative Activities, and Professional Development**
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30 3. Because the impacts of the COVID-19 health emergency are local, national, and international
31 in scope, any impacts outside of the faculty members' control which reduce or make impossible
32 faculty members' ability to conduct or present their scholarship, creative activities, or research
33 shall not negatively affect their annual evaluations or tenure and/or promotion reviews.
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35 4. Faculty and professional employees may submit a separate document as part of their annual
36 activity report to describe any adverse impacts of the pandemic to their research, teaching,
37 service, and professional development.
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39 5. To the extent possible under evolving budget conditions and under University policies and
40 regulations, employees may use discretionary funds they were allocated during the academic
41 year 2020-2021.
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43 6. Except for health care providers, in-unit faculty and professional employees shall be allowed
44 to work from home, provided that assigned duties are able to be accomplished remotely.
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46 7. Once all applicable government-mandated restrictions expire, faculty and professional
47 employees shall have access to their offices to retrieve necessary materials needed for research
48 and/or teaching, and/or if applicable, to their laboratories and other facilities necessary for the
49 conduct of their research, consistent with campus safety policy. The University shall provide
50 notice of changes to facility access to the University community on its website.

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

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56 (a) extend their tenure-earning period by one year, beginning with the 2019-2020
57 academic year, while reserving their right to request an “early” promotion/tenure. Eligible
58 faculty will find deadlines and the tenure-clock-adjustment form to be used at:

59 https://facultyexcellence.ucf.edu/files/2020/03/COVID19TenureClockAdjustmentForm_2020.pdf.

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

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65 9. Employees who were on sabbatical or on professional development leave during the academic
66 year 2019-2020 may petition their dean for a remedy in order to complete the portions of their
67 planned work that were severely impacted by the pandemic. Such petitions will be considered on
68 a case-by-case basis. Employees who are expected to be on sabbatical or on professional
69 development leave during the academic year 2020-21 may petition their dean to defer their
70 sabbatical or professional development leave.

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

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74 10. The University shall, where appropriate, clean public university areas prior to reopening the
75 campus to employees.

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77 11. Faculty and professional employees with children whose schools are closed due to COVID-
78 19 are expected to use available leave (which may include Emergency Paid Sick Leave and/or
79 Emergency Family and Medical Leave Act leave under the Families First Coronavirus Response
80 Act) if they are not able to work or telework their regular amount of hours during a pay period.
81 The University shall not penalize employees for assigned duties missed while on approved leave
82 on their annual performance evaluations (Article 10), sustained performance evaluations, or
83 tenure and promotion review (Articles 14 & 15) for the 2019-2020 academic year.

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85 **IV. Other**

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

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92 **V. Issue: Impact Bargaining**

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94 13. If the applicable governmental restrictions addressing the pandemic continue beyond our
95 current academic year, along with federal, state and/or local guidelines for self-isolation and
96 social distancing, both parties will review and, if necessary, impact bargain a new agreement
97 beginning on or before August 8, 2020.

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