

1 **MEMORANDUM OF UNDERSTANDING: COVID-19 HEALTH EMERGENCY**  
2

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**  
12

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 in a way that is consistent with any applicable~~  
22 ~~accreditation requirements.~~ Research has shown that online instruction is not simply face-to-face  
23 instruction by other means. Effective online course delivery requires extensive preparation,  
24 training, and time. An abrupt transition to online course instruction ~~without~~ with limited  
25 preparation and training is ~~may~~ therefore ~~likely to~~ impede pedagogical effectiveness. With the  
26 exception of ~~Except for employees who have separate and substantiated concerns about whom~~  
27 ~~there are from at least two~~ one-half (1/2) of the student population in the class ~~separate and~~  
28 ~~substantiated concerns based on student complaints and/or~~ supervisor observation/visitation,

29 ~~• There~~ Assuming an employee makes a good faith effort to offer effective online  
30 instruction, there shall be no adverse employment or evaluative action arising from the  
31 online transition of classes and other disruptions to teaching protocols during spring  
32 2020. (e.g. in classroom proctoring). Thus,, teaching observation/visitation).

33 ~~• Each~~ Assuming a ~~employee makes a good faith effort to offer effective online instruction,~~  
34 ~~they~~ shall choose whether their course evaluations (i.e., SPIs, and/or chair/peer  
35 evaluations of teaching) for Spring 2020 and all terms (A, B, C, and D) in Summer 2020  
36 will be included or excluded from all future ~~consideration~~ during corresponding annual  
37 evaluations, and during tenure/promotion evaluations, and/or continuing contract review,  
38 ~~unless the faculty member chooses to include them. This agreement shall remain in effect~~  
39 ~~for Spring 2020, Summer A, Summer C, and if necessary, Summer B. If the pandemic~~  
40 ~~remains an emergency beyond August 7, 2020, both parties may agree to extend this~~  
41 ~~agreement to the 2020-2021 academic year evaluations~~ reviews.

42  
43 ~~3. Given that the current crisis may extend through an indefinite period, the University shall~~  
44 ~~allow faculty to teach online asynchronously and/or synchronously with set scheduled instruction~~  
45 ~~times.~~

April 27, 2020

47 **II. Issues: Research, Creative Activities, and Professional Development**

48  
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 may shall may use discretionary funds~~  
71 ~~they were allocated during the academic year 2020-2021. Both parties agree that the University~~  
72 ~~is committed to honor the allocation of discretionary funds to all employees. However, if these~~  
73 ~~funds are unavailable or only partially available owed to budget constraints, the University will~~  
74 ~~make an official announcement to faculty and professional employees regarding the status of~~  
75 ~~their allocations to be distributed in 2020-2021.~~

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

84  
85 ~~7. Once the Florida State and Orange County "stay at home" executive orders~~

86 ~~797. Once all applicable government-mandated restrictions expire, faculty and professional~~  
87 ~~employees shall have access to their offices to retrieve necessary materials needed for research~~  
88 ~~and/or teaching, and/or if applicable, to their laboratories and other facilities necessary for the~~  
89 ~~conduct of their research, consistent with campus safety policy. Should it become necessaryThe~~  
90 ~~University shall provide notice of changes to restrict facility access to campus facilities, the~~

April 27, 2020

91 University ~~shall provide adequate notice to faculty~~community on its website and indicate there  
92 ~~who may return to campus and when they may return.~~

93  
94 ~~8108.~~ Working away from campus, having limited ability to collect and analyze data, and  
95 pivoting to all-online course delivery may detract from research, teaching and/or service  
96 activities of faculty. Therefore, pre-tenure faculty may exercise the following:

97  
98 (a) ~~exercise the option to~~ extend their ~~probationary~~tenure-earning period by one year,  
99 beginning with the 2019-2020 academic year. ~~If the faculty member later decides to not use the~~  
100 ~~additional year, he or she may revert to the original timetable.~~

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

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

111  
112 ~~9119.~~ All state employees are banned from travel for conferences or research travel, and foreign  
113 archives and libraries are currently closed, hence, permit those ~~Employees~~ who were on  
114 sabbatical or on professional development leave during the academic ~~years~~year 2019-2020 ~~and~~  
115 ~~may petition their dean for a remedy in order to complete the portions of their planned work that~~  
116 ~~were severely impacted by the pandemic. Such petitions will be considered on a case-by-case~~  
117 ~~basis. Employees who are expected to be on sabbatical or on professional development leave~~  
118 ~~during the academic year 2020-21 to extend or~~may petition their dean to ~~petition their dean to~~  
119 defer their sabbatical or professional development leave. **Deans shall make a good faith effort to**  
120 **honor all petitions and in case of denial, a written explanation will be provided as to why the**  
121 **petition request cannot be granted.**

### 122 123 **III. Issue: Disease, Public Health, and Sanitation**

124  
125 ~~101210.~~ Before reopening the campus to employees, ~~T~~the University will appropriately clean  
126 public university areas. In addition, requests for sanitizing a campus building may be submitted;  
127 the form for such requests may be found at:

128 <https://ehs.ucf.edu/wp-content/uploads/2020/04/UCF-Building-Sanitization-Request-Form.pdf>  
129 ~~All employees are strongly encouraged to continue to abide by personal hygiene and social~~  
130 ~~interaction recommendations from the CDC to contribute to a collective effort to control the~~  
131 ~~spread of disease on campus.~~ ~~clearly & specifically announce what sanitation and cleaning~~  
132 ~~methods have been taken before~~ ~~shall sanitize all, where appropriate, clean public university~~  
133 ~~areas, including floors, surfaces, and HVAC systems. Faculty and professional prior to~~  
134 employees may request from the University to have professional cleaning and sanitation of their  
135 office, classroom, and/or laboratories, and other areas they perform work.

April 27, 2020

136  
137 ~~11. The Families First Coronavirus Response Act (HR 6201, effective April 1, 2020) provides~~  
138 ~~provisions for eligible employees to receive paid sick leave and paid emergency Family Medical~~  
139 ~~Leave if they are unable to work or work remotely due to COVID-19.<sup>4</sup> In addition to this Act,~~  
140 ~~the University shall, upon receipt of appropriate documentation, provide up to fourteen (14) days~~  
141 ~~of additional paid sick leave to faculty or professional employees who contract the virus or are~~  
142 ~~otherwise required to self quarantine. After the period of absence, the faculty or employee may,~~  
143 ~~without penalty, submit claims for additional sick leave.~~

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

#### 147 IV. Issue: Caregivers

148 ~~1113. Faculty and professional employees with children whose schools are closed due to~~  
149 ~~COVID-19 shall may are not expected to maintain use available leave (which may include~~  
150 ~~Emergency Paid Sick Leave and/or Emergency Family and Medical Leave Act leave under the~~  
151 ~~Families First Coronavirus Response Act) if they are not able to work or telework their regular~~  
152 ~~work amount of hours. if they are not able to complete their assigned duties during a pay period.~~  
153 ~~The University shall make appropriate accommodations for these employees, and it shall not~~  
154 ~~penalize them employees for fulfilling parental assigned duties. The University shall make~~  
155 ~~appropriate accommodations for parental responsibilities, and not penalize faculty in missed~~  
156 ~~while on approved leave on their annual performance evaluations (Article 10), sustained~~  
157 ~~performance evaluation evaluations, or tenure and promotion review (Articles 14 & 15) for the~~  
158 ~~2019-2021 2020 academic years year.~~

159  
160 ~~12. Both parties recognize the importance of the University’s non-discrimination policy and~~  
161 ~~aspire to engender a culture of diversity and inclusion at all times, including during the current~~  
162 ~~pandemic.14. Both parties agree that COVID19 has a gendered impact, and will not impose~~  
163 ~~policy that may discriminate based on gender.~~

164  
165 ~~14. The University will seek better vision care providers as many faculty and professional~~  
166 ~~employees will be suffering from additional eye strain and ocular migraines owed to screen~~  
167 ~~staring.~~

168  
169 ~~15. If applicable, a faculty member may submit a separate document as part, or in lieu of their~~  
170 ~~annual activity report, describing adverse impacts to their research, teaching, service,~~  
171 ~~professional development, physical or mental health.~~

#### 172 V. Other

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

April 27, 2020

174  
175 ~~16. Current parking permits that were purchased for one full year for the 2019-2020 academic~~  
176 ~~year shall be extended through December 31, 2020.~~

177  
178 ~~17. Allow faculty and professional employees to have administrative rights of their own~~  
179 ~~University owned laptops/desktops/iPads, so they can upload teaching programs and update~~  
180 ~~existing software on their University equipment.~~

181  
182 ~~18. The University shall negotiate a contract(s) with an internet vendor or vendors (i.e., AT&T,~~  
183 ~~Spectrum, etc.) to offer internet service at a discount to UCF faculty or professional employees.~~

184  
185 ~~19~~13. The University shall reimburse faculty or professional employees, ~~up to \$1,000,~~ who  
186 ~~were instructed by their supervisor to expediently purchased items, (i.e. including a laptop and/or~~  
187 ~~webeam, ) after being told to so by a supervisor in order to remain productive and efficient while~~  
188 ~~working remotely. Documentation from the supervisor will be necessary for reimbursement.~~

189  
190 14. Until the university is reopened to all employees, email communication will suffice in all  
191 cases where certified mail or personal delivery is required by the CBA. An electronic delivery  
192 receipt will be considered proof of receipt by the recipient.

193  
194 ~~20. (NOTE: discussion of this point is needed during impact bargaining. The language here is not~~  
195 ~~meant to represent the position of the BOT.) Provide clear guidelines of how the beneficiary or~~  
196 ~~estate of a faculty member or professional employee resolve the death of their loved one if they~~  
197 ~~die owed to complications of COVID-19.~~

198  
199 **VI. Issue: Impact Bargaining**

200  
201 ~~21. Given the daily challenges and changes owed to COVID-19, both parties reserve the right to~~  
202 ~~revisit this document and make alterations.~~

203  
204 ~~22~~1615. If the applicable governmental restrictions addressing the pandemic  
205 continues/continue beyond our current ~~contract~~academic year, along with federal, state and/or  
206 international/local guidelines ~~to for~~ self-isolate/isolation and social ~~distance~~ ourselves from each  
207 ~~other~~distancing, both parties will review and, if necessary, impact bargain a new impacts to this  
208 agreement beginning on or before August 8, 2020.

209  
210 **VII. Issue: Moving Forward Together**Assignment Fatigue

211  
212 ~~23~~1716. Both parties ~~agree~~recognize that the impact of the COVID-19 pandemic ~~can have~~  
213 ~~unforeseen and long-lasting impact~~ on faculty and professional employees may continue beyond  
214 the present emergency in varying ways in varying ways. Both parties ~~should~~ will inform and  
215 remind employees of benefits provided (e.g., Employee Assistance Program (EAP)) and  
216 resources available (e.g., ~~Office of Institutional Equity~~COVID19 and regular sick leave pools)  
217 for their total well-being and encourage them to utilize them. ~~aspire to identify faculty with work~~  
218 ~~and stress overloads owed to the pandemic and look to alleviate detriment to their health with~~

April 27, 2020

219 ~~solutions, such as assignment recalibration and increased access to health & wellness care.~~ At  
220 least once a month, the University will release a joint, UCF and UFF, announcement reminding  
221 employees of our resources.  
222