

WIU/UPI Memorandum of Agreement
COVID-19
March 20, 2020

Preamble: The parties recognize that the list of these agreed upon conditions is not exhaustive and that either party may seek to revise and/or add to this Memorandum of Agreement as additional issues develop or become known.

Definitions:


Alternate format: Any distance teaching format that provides the instructional content for a course in which a faculty member can successfully manage, as defined in the Temporary Alternative Work Arrangement Agreement.


Critical Incident Period (CIP): As determined by the University President, the time period during which usual face-to-face working conditions are suspended due to concerns related to Covid-19.

UPI and the Administration agree to the following provisions:

1. **Duration:** This agreement will be in effect beginning March 23, 2020 and will continue until the Critical Incident Period terminates.
2. **Time Cards:** As per usual practice, members must submit accurate time cards.
3. **Privacy Concerns:** In order to facilitate the availability of faculty for real-time student contact, the University encourages the use of Google Meets, which generates a random phone number for the faculty member to use for each meeting.
4. **Faculty Responsibilities During the Critical Incident Period**
 - a. Faculty will deliver content via an alternate format and inform their students of their preferred method of communication.
 - b. Office Hours will be maintained per the contract.
 - i. In lieu of in-person office hours, faculty will establish a communication plan that details when and how they will be available for real-time student contact during the Critical Incident learning period. The communication plan shall be consistent with existing contract language (totaling at least four hours across no less than three workdays) or most convenient to the special needs of the students in the course. Additionally, faculty will attempt to answer student emails within twenty-four hours. The communication plan shall be shared with chairs and directors and with students at the beginning of the temporary adjusted learning period.
 - ii. Faculty are encouraged to work off campus during the Critical Incident period and must complete a Temporary Alternative Work Arrangement Agreement and have it approved by their department head.

5. **Faculty Evaluations:** There will be no student course evaluations for the Spring, 2020 semester and the faculty member will be held harmless in their retention, promotion and/or tenure evaluations. If Peer/Chair evaluations were already completed, they will be included in the portfolio. If they have not been completed, the faculty member will be held harmless in their retention, promotion, and/or tenure evaluations.
6. **Intellectual Property Rights:** The University will not consider materials created for alternate format period teaching as products made under the “work for hire” rules. During the Critical Incident Period, faculty retain 100% interest in any materials created for class use.
7. **Future Online Class Development:** Online materials developed during the Critical Incident period that later become part of an authorized online course will not prevent a faculty member from receiving benefits outlined in Article 16.4.a.2 of the WIU/UPI Agreement 2017-2021.
8. **Cancelled Conference Presentations:**
 - a. For purposes of retention, promotion, tenure, and merit evaluations, the acceptance of a paper or other work for presentation at a conference accompanied by proof of that conference's cancellation can be substituted, per discretion of department level evaluators, for the requirement of presenting at a conference. The department criteria still applies for assessment of the value and appropriateness of the conference.
 - b. Faculty are required to seek refunds for all expenditures to the maximum extent feasible. In the case of documented evidence where they were unable to do so, the faculty member will not be held responsible for those charges.
9. **Academic Support and Civil Service (Library Operation Associates) Personnel** – Staff are encouraged to work from home. Employees working from home must complete a Temporary Alternative Work Arrangement Agreement, and gain supervisor approval. UPI recognizes that from time to time it may be necessary for employees to work on campus.
10. **Computing Infrastructure and Data Breaches**
 - a. UPI members will be held harmless for the failure of either the university’s own computing network or for the failure of computing networks (e.g. Zoom, Google Meets, etc.) used for teaching purposes, but should take all reasonable precautions to ensure that their personal computers are free from malware and malicious components.
 - b. UPI members will also be held harmless for any data breaches occurring as a result of the reasonable use of personal computer equipment in pursuit of their work as university employees. Employees must notify UTech and the Provost office within 24 hours of any known data breach.
 - c. In the event of the failure of a home network, employees will make every reasonable effort to fix the problem. If the problem cannot be resolved, and absent a mandated university closure, it may be necessary for a UPI member to return to the campus network to fulfill work assignments.


Russell Morgan, WIU Contract Administrator


William Thompson, UPI President
March 20, 2020