Memorandum of Agreement (MOA)

between the

University of Alaska (University)

and

United Academics – AAUP/AFT (Union)

Re: Course delivery and telework during the COVID-19 pandemic for Fall 2021

Pursuant to the terms of January 01, 2017 through December 31, 2021, Collective Bargaining Agreement (CBA) between the University of Alaska and United Academics – AAUP/AFT, the parties hereby agree as follows:

1) Without diminishing their respective rights under the CBA, the parties recognize that adjustments to course delivery modality, location, capacity, and other parameters may need to be implemented for Fall 2021 due to the ongoing COVID-19 pandemic. In many cases, such adjustments have already been implemented. The University acknowledges faculty have many factors to consider in their teaching, research/creative activity, and service, such as the pedagogical needs of their students and their own health risk factors. For Fall 2021 courses, represented faculty will work with their deans and directors to determine appropriate course delivery methods. Deans and directors will take the factors set forth above into account in making final determinations about the delivery method.

2) The University recognizes that faculty have historically performed a substantial amount of their work at home or outside university facilities. The requirement for telework agreements is not intended to apply to traditional faculty work situations. However, faculty performing all of their workload duties from a non-university location, including entirely from outside the State of Alaska, may need a telework agreement. Faculty will work with their deans and directors to determine whether a telework agreement is necessary.

3) This MOA does not imply a violation of the CBA.

This MOA does not establish a practice or precedent between the parties, and in any proceeding between the parties, may not be referred to, introduced, submitted, or used in any way, including but not limited to use in any future or pending grievance, arbitration, unfair labor practice, charge, action, tenure, promotion, retention, evaluation, review or any other matter or proceeding except to resolve the issue referenced herein and to enforce the terms of this MOA.

FOR THE UNIVERSITY:

Tara Ferguson, Date
Director, Labor and Employee Engagement

FOR THE UNION:

Abel Bult-Ito, Date
President