

Letter of Agreement

between

Western Oregon University (WOU)

and

Western Oregon University Federation of Teachers (WOUFT)

April 17, 2020

This memorandum reflects the agreement between the above-named parties, in order to address the public health crisis caused by the COVID-19 virus.

Consistent with the mandate of the Governor's various executive orders, and specifically EO20-09 and EO20-12, and President Fuller's subsequent communication of March 19, 2020, all in-person classroom, laboratory, and other instruction will be prohibited on WOU's campus through the close of the Spring 2020 term. Clinical, laboratory, or other in-person instruction associated with courses required for the completion of a health care-related certificate, license, or degree, where no remote or online alternative is practicable may continue at the discretion of the appropriate college dean and the Provost. All other clinical and lab course work is prohibited by the Executive Order 20-09.

WHEREAS:

- Executive orders, including those identified above, have the force of law; and
- Article 24 of the current collective bargaining agreement states that online teaching is subject to mutual agreement between WOU and each faculty member, unless it is specified in the hiring agreement of the individual faculty member; and
- WOU controls access to the campus facilities and may deny access to classrooms and the other usual workplace locations where faculty perform instruction and supervision work; and
- Some faculty members lack the technological infrastructure to perform online work from their homes; and
- Some faculty members have compromised immune systems, limiting the public locations where they can safely perform work, even online work, during this public health crisis.

The parties agree to the following:

1) The transition to remote instruction and supervision, which includes but is not limited to online instruction, is temporary and will continue only for as long as the current COVID-19 crisis persists. All work so transitioned may, at the faculty member's discretion, be transitioned back to its usual modality as soon as it is determined, consistent with any relevant order or action from the Governor or President of the United States, that the crisis has sufficiently abated.

- 2) Faculty supervising student teaching, internship, practicum and practica (e.g., in-service educators seeking endorsements, students pursuing MS: Rehabilitation Counseling) will be allowed flexibility and support in scheduling, logistics, and pedagogy, in order to work with WOU's school district and rehabilitation counseling partners and their site locations in order to meet course goals and learning outcomes, in collaboration with relevant certifying bodies or discipline standards.
- 3) During the COVID-19 crisis, the parties will discuss, during Joint Labor Management Committee meetings or as mutually agreed whether conditions, including but not limited to whether or not there is a valid order from the Governor or the President of the United States impacting university operations, are such that instruction may be transitioned back to the classroom setting and whether student teaching supervision, internships and practica may be returned to their previous arrangements.
- 4) WOU will strive to provide reasonable technical, physical (e.g., access to University Computing Services staff at WOU) and knowledge-based support to those faculty who engage in this temporary period of online or remote instruction.
- 5) The terms of this agreement apply only to the current crisis, and only for as long as this crisis continues. It is not intended to set a precedent or to apply to any other crisis that may occur. Faculty teaching online or remotely during this crisis will not be considered to have agreed to teach online in the future beyond the current crisis.
- 6) The WOU administration will employ a reasonable degree of flexibility in managing University expectations for those faculty who have not historically taught online or remotely.
- 7) Should any faculty members be unable to perform their duties in an online or remote capacity, WOU will review those situations on a case-by-case basis and will provide customized support in an effort to enable each faculty member to perform their work.
- 8) WOU recognizes that late winter and spring 2020 may be fairly categorized as an *annus horribilis*. As such, the entire academic community must adjust our expectations, given the current demands we are facing. The Parties agree that it is appropriate for faculty and the University to increase the emphasis on our instructional mission while temporarily reducing faculty responsibility related to scholarly output and some non-advising service commitments. The Provost will provide a letter for faculty to include in their annual reports and promotion and tenure files that addresses these enhanced teaching and instructional expectations as well as the diminished scholarship and service expectations during the COVID-19 crisis. This letter may be included in their PRC materials by each faculty member working during period of the COVID-19 crisis. Inclusion of this letter will be intended to provide context to the totality of work that each faculty member provided during the period of the COVID-19 crisis.
- 9) The Student Course Evaluation Instrument (SCEI) for the spring term of 2020 will not be used for evaluative purposes unless the individual faculty member elects to use it in which case the faculty member should include the data in their PRC materials.
- 10) Where faculty with more technical expertise help other faculty in preparing their courses for online or remote delivery, such work will be considered valuable institutional service.

11) Professional conference submissions accepted for conferences cancelled as a result of the COVID-19 crisis count no differently than if the submission had been presented in person at the conference.

12) At faculty option, tenure-track faculty may request a one-year stoppage of their tenure clock due to COVID-19 related impacts. Approval of such request from the Division Chair, appropriate dean and Provost will not be unreasonably withheld.

13) Classroom observations originally scheduled for Spring 2020 will be postponed until the next possible term, unless the instructing faculty member requests that their course be observed during Spring 2020.^[P]_[SEP]

14. This Agreement remains in force as long as there is a valid order or directive from the Governor or the President of the United States restricting in-person instruction at colleges or universities, including Western Oregon University. If restrictions and/or prohibitions on in-person instruction remain in force through August 31, 2020, the Parties agree to convene to make appropriate changes to the Agreement to reflect necessary adjustments for the Fall 2020 term.

On behalf of the University:

On behalf of the Union:

Date: _____

Date: _____