

**Letter of Agreement between Western Oregon University (WOU) and  
Western Oregon University Federation of Teachers (WOUFT)  
October 15, 2021**

In recognition of the continued presence and effect of the COVID-19 virus on the health and safety of students, faculty, employees and the general University community, WOU and WOUFT have crafted this Letter of Agreement (“LOA” or “Agreement”), which represents the collaborative and common understanding of the above-named parties.

**WHEREAS**, WOU and WOUFT are parties to a collective bargaining agreement concerning the terms and conditions of employment of WOU’s faculty; and

**WHEREAS**, on or about September 25, 2020, WOU and WOUFT signed an LOA that, among other things, addressed WOU moving its course offerings online and the impacts of that decision on University faculty (“COVID LOA #1”, attached hereto as Exhibit A); and

**WHEREAS**, on or about April 20, 2020, WOU and WOUFT renewed and updated the COVID LOA #1 related to some of its terms (“COVID LOA #2”, attached hereto as Exhibit B); and

**WHEREAS**, on or about March 12, 2021, WOU and WOUFT renewed and updated the COVID LOA #1 related to some of its terms (“COVID LOA #3”, attached hereto as Exhibit C); and

**WHEREAS**, the COVID LOA #1 and COVID LOA #3 each included the following language: “This Agreement remains in force as long as WOU determines that in-person classes may not proceed on campus”; and

**WHEREAS**, the COVID LOA #2 includes the following language: “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”; and

**WHEREAS**, beginning with the Fall Term 2021, WOU intends to host students on campus in campus housing and conduct the majority of its classes in-person; and

**WHEREAS**, 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

**WHEREAS**, vaccinations against and testing for the COVID-19 virus have been available to the public for several months and are presently readily available to the public; and

**WHEREAS**, Executive orders, that may be promulgated from time to time by the Oregon Governor’s Office and/or the President of the United States have the force of law; and

**WHEREAS**, the Oregon Health Authority (“OHA”) and Oregon’s Polk County may also promulgate rules and regulations related to COVID-19; and

**WHEREAS**, beginning in the Fall Term 2021, WOU will require all students and employees to complete a full course of COVID-19 vaccinations consistent with state and federal law and the terms of its own Vaccination Mandate Policy (“Vaccination Mandate”); and

**WHEREAS**, WOU requires that all students and employees adhere to applicable University policies, and state and/or federal legal requirements, which may include requirements that individuals wear masks; and

**WHEREAS**, WOU will provide each full-time University employee with eighty (80) hours of additional sick leave to be used before July 1, 2022, to address COVID-19 illnesses of the employee or a family member for whom the employee is responsible (“Additional COVID Sick Leave”); and

**WHEREAS**, part-time University employees will be provided Additional COVID Sick Leave on a prorated basis consistent with the ratio of their appointment to 1.0 FTE; and

**WHEREAS**, some faculty members lack the technological infrastructure to perform online work from their homes; and

**WHEREAS**, 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; and

**WHEREAS**, WOU will continue to administer its existing policies related to the location of faculty teaching courses online.

The parties agree to the following:

1) Upon request, the University will provide each requesting faculty member who is teaching in-person with twenty (20) N-95 or KN-95 masks at no cost to the faculty member, up to a total number of sixty (60) masks per academic quarter.

2) Should a faculty member exhaust the Additional COVID Sick Leave and the 520 maximum Donated Leave Bank hours available on a 12-month rolling basis under Article 25, Section B.2.c.2, due to a COVID-related illness, and if the faculty member does not qualify for Long Term Disability benefits, then that faculty member will be eligible for additional leave sufficient to cover the period of the COVID-related illness, up to 520 additional hours. WOU will notify WOUFT of any faculty request for COVID related sick leave beyond the Additional COVID Sick Leave and the maximum 520 hours specified in the Collective Bargaining Agreement. WOU will inform WOUFT of the Leave Bank balance on the first of each calendar month.

3) Faculty who are teaching a class with any in-person component and who become ill with COVID-19 and/or are under instruction to quarantine by a doctor but feel that they are well enough to continue to perform their teaching duties may conduct their in-person classes online for a reasonable period of time. Such faculty will be required to return to campus to conduct classes following illness and/or quarantine.

4) While some faculty-student communications may need to take place asynchronously, faculty must make themselves available for synchronous consultations, in order to maximize flexibility for both students and faculty, while acknowledging the importance of one-on-one communication in real time. Full-time teaching faculty shall establish and maintain a minimum of five (5) scheduled consultation hours per week, which must include at least one (1) synchronous student consultation hour (i.e., office hours) per week. If faculty elect to conduct their synchronous student consultation hours not in-person, meetings with students must occur by Zoom, telephone, or other synchronous mode that is available to both the student and faculty. Faculty should clearly communicate to students how they can be reached during their posted consultation hours. Those members with less than full-time appointments shall establish minimum consultation hours in ratio to their part-time appointment. Those faculty members with reassignments of duty shall establish minimum consultation hours in ratio to the number of credits they teach during the term in which the reassignment of duty is taken to the number of credits in a fulltime teaching load.

5) Whether working remotely or onsite/in-person, it is understood that faculty members retain their academic freedom in teaching and scholarship.

6) Since students engaging in practicums, internships, student teaching must follow all guidelines outlined by their cooperating sites, faculty supervising at these sites must also follow all guidelines outlined by cooperating sites they oversee. WOU will allow flexibility in scheduling, logistics, and pedagogy, in order to work with external partners, and in order to meet course goals and learning outcomes, possibly in collaboration with relevant certifying bodies, and discipline standards.

7) Each individual faculty member will be responsible for the food and beverage policy in their classrooms consistent with relevant University policies, including but not limited to, policies related to University-approved disability exemptions.

8) WOU and WOUFT understand that circumstances related to the proliferation of the COVID-19 virus may change during the period of the Agreement and that OHA guidance and/or requirements at law may be part of those changes. WOU and WOUFT agree to continue to discuss circumstances related to COVID-19 during Joint Labor Management Committee meetings or as mutually agreed. Should the Oregon Governor's Office, OHA, Polk County or the President of the United States issue valid orders, rules or regulations related to COVID-19 during the period of this Agreement, it is understood that WOU will take appropriate action to comply with the requirements of such a mandate and will communicate with WOUFT within a week's time to discuss any changes. Parties will meet upon a request to do so from either party.

9) WOU will provide reasonable technical, physical (e.g., access to University Computing Solutions staff at WOU) and knowledge-based support to faculty.

10) The terms of this Agreement are not intended to set a precedent or to apply beyond the effective dates of this Agreement. Faculty teaching online or remotely as a consequence of this crisis will not be considered to have agreed to teach online in the future beyond the current crisis except where their initial hiring Agreement stipulated online or remote instruction or they have previously agreed to teach online.

11) WOU recognizes that the Fall 2021, and possibly Winter 2022 and Spring 2022 terms may be fairly categorized as *anni horribiles*. 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 and campus safety 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. This letter may be included in their PRC materials by each faculty member working during the 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. In addition, faculty whose scholarship has been negatively impacted by enhanced teaching and instruction during the crisis may include evidence of the impact (e.g., number of new preparations for online or remote delivery, number of students per course/section). Division Personnel Review Committees and all administrative reviewers will take this evidence into account when evaluating faculty for promotion and/or tenure. Nothing in this Letter of Agreement will be understood to diminish the overall level of accomplishment and achievement necessary for promotion and/or tenure during periods outside of spring and fall terms 2020 and winter, spring, and fall terms 2021.

12) If an already-granted sabbatical is impacted by the crisis, the University will grant the faculty member a postponement of the term(s) of sabbatical, if requested. The resumption of said sabbatical will neither be denied nor affect the clock regarding a faculty member's next sabbatical.

13) The Student Course Evaluation Instrument (SCEI) collected during the Fall 2021 Term 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. Use of the SCEI as specified in the Collective Bargaining Agreement will resume Winter, 2022.

14) Observations of faculty teaching that were originally scheduled for fall term 2021 will be postponed until Winter 2022 unless the instructing faculty member requests that their course be observed at the scheduled time. Peer teaching observations will resume as normal after Fall 2021.

15) 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.

16) At faculty option, tenure-track faculty may request a one-year (for faculty beginning employment in Fall 2021 or earlier) or two-year (for faculty beginning employment in Fall 2020 or earlier) stoppage of their tenure clock due to COVID-19 related impacts. Approval of such a request from the Division Chair, appropriate dean and Provost will not be unreasonably withheld.

17) In the classrooms and other work settings where they are the recognizable authority, faculty members are expected to use their best judgement when enforcing COVID-19 related policies, including but not limited to Face Covering/Masking policies and/or the particular faculty member's classroom food and beverage policy. The choice of action should be informed by the awareness of all relevant University policies. When taking reasonable steps along these lines, the faculty member may not be disciplined for either an attempt to enforce COVID-19 related policies or an inability to effectively enforce COVID-19 related policies.

18) If the COVID-19 crisis continues through August 31, 2022, the Parties agree to convene to make appropriate changes to the Agreement to reflect necessary adjustments for the Fall 2022 term.

On behalf of the University:

On behalf of the Union:

Dr. Jay Kenton, Interim-President

Dr. Melanie Landon-Hays, President



Date: 10-18-21



Date: 10.15.2021