

**Letter of Agreement between Western Oregon University (WOU) and Western Oregon  
University Federation of Teachers (WOUFT)  
March 9, 2021**

Following several months of nationwide proliferation of the COVID-19 virus and in recognition that students and faculty returning to campus pose unique challenges for the health and safety of the WOU community, WOU has decided that nearly all classroom, laboratory, and other instruction will be conducted remotely or online through the end of Spring 2021 term. In light of that decision, this Letter of Agreement represents the collaborative and common understanding of the above-named parties.

**WHEREAS:**

- Executive orders, that may be promulgated from time to time by the Oregon Governor's Office and the President of the United States 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) Unless notified otherwise, all faculty coursework will occur as remote or online instruction for the duration of this agreement. 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 are such that instruction may be transitioned back to the classroom setting ahead of Fall 2021 and whether student teaching supervision, internships and practica may be returned to their previous arrangements.

4) Should the Oregon Governor's Office or the President of the United States issue a new Executive Order during the period of this Agreement, it is understood that WOU will immediately comply with the requirements of such an Order but will meet with WOUFT within a week's time to discuss such changes.

5) WOU will refer to the Oregon Health Authority (OHA) and Higher Education Coordinating Commission's (HECC) *Guidance for the Conduct of In-Person Instructional, Residential, and Research Activities at Oregon Colleges and Universities* publication, attached hereto as Exhibit A, for critical guidance during the course of the pandemic.

6) 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.

7) 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.

8) 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.

9) Should any faculty members be unable to perform their duties in an online or remote capacity due to technological limitations, 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.

10) WOU recognizes that the Fall 2020, Winter 2021 and Spring 2021 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 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 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 and spring terms 2021.

11) If an already granted sabbatical is impacted by the pandemic, the University will grant the faculty member a postponement of the term(s) of sabbatical, if requested.

12) The Student Course Evaluation Instrument (SCEI) during the period of remote and online instruction due to the pandemic 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.

13) 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.

14) 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.

15) At faculty option, tenure-track faculty may request a one or two-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.

16) Classroom observations originally scheduled for Fall 2020, Winter 2021 or Spring 2021 will be postponed until the next possible term, unless the instructing faculty member requests that their course be observed at the scheduled time.

17) This Agreement remains in force as long as WOU determines that in-person classes may not proceed on campus. If restrictions and/or prohibitions on in-person instruction remain in force through August 31, 2021, the Parties agree to convene to make appropriate changes to the Agreement to reflect necessary adjustments for the Fall 2021 term.

On behalf of the University:

On behalf of the Union:

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Date: \_\_\_\_\_

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Date: \_\_\_\_\_