

Memorandum of Understanding
BETWEEN THE EVERGREEN STATE COLLEGE
AND THE UNITED FACULTY OF EVERGREEN

Provision of Instruction for Spring Quarter 2020

This Memorandum of Understanding between The Evergreen State College (Evergreen) and The United Faculty of Evergreen (UFE) memorializes an agreement regarding the instructional procedures to be adopted for the spring quarter of 2020 in response to the novel COVID-19 coronavirus pandemic and its spread.

Recitals

The public health threat posed by the novel COVID-19 has necessitated all higher education institutions in the state of Washington to transition their teaching to online and remote platforms. On March 13, 2020, Governor Jay Inslee prohibited all such institutions “from conducting in-person classroom instruction and lectures related to all educational and apprenticeship related programs” until April 24, 2020 (Proclamation 20-12). Evergreen also seeks to protect the health of students, faculty, staff, and the general public. Accordingly, Evergreen is adopting a modified program and course schedule, as well as online and remote modes of instruction through the spring quarter of 2020.

Agreement

Therefore, the parties agree to the following:

1. Course Planning and Student Course Evaluations

- a. Due to the health emergency, faculty are working to provide Evergreen students interactive online and remote instruction during the 2020 spring quarter. Faculty will communicate with their students that Evergreen courses and programs will continue to be offered, explaining the changes to their offerings.
- b. Faculty will submit a remote instruction plan for spring 2020, along with syllabi and course agreements. The deadline for these submissions has been extended to April 10, 2020.
- c. It is reasonable to expect that due to the uncertainty, anxiety and schedule disruptions caused by the novel COVID-19 pandemic, student feedback will be uneven owing to a general sense of unease rather than the conduct of a particular instructor in a particular academic offering. During this period, student evaluations from the spring 2020 quarter which are

included in the portfolio will be for informational purposes only, and not formally considered or evaluated as part of an annual review, third-year review, or five-year reviews.

2. Faculty Reviews

- a. Owing to the novel COVID-19 pandemic, the maximum eligibility for conversion for term faculty members will be extended from 18 to 21 quarters (CBA 11.3.1.b). This does not prohibit faculty from applying for contract conversion earlier than their adjusted date if they have accomplished the work based on their annual term review (CBA Articles 9, 10 & 11).
- b. Annual Reviews (CBA 9.2) scheduled for the 2019-20 academic year will be postponed. Regular faculty members on term contract will instead have a biennial review for the 2019-20 and 2020-21 academic years, including two classroom observations, and conducted in 2021 on the general timeline outlined in CBA 9.2.
- c. Reviews of adjunct faculty and multi-year contract faculty will be delayed by up to three academic quarters (not including summer quarter), without any negative consequence to the faculty member's eligibility for a new contract (CBA 10.1 and 10.2).
- d. Third-Year Reviews (CBA 9.3) occurring in spring 2020 will be delayed until the 2020-21 academic year, as outlined in CBA 9.3.3.
- e. Continuing faculty who are scheduled to have a five-year review in spring 2020 (CBA 9.4) will instead have a six-year review in 2020-21. Regular five-year reviews will proceed regularly after 2020-21.
- f. Evergreen and UFE agree to continue discussion about the nature and extent of remote participation and support strategies as they relate to faculty reviews in the future.

3. Faculty Working Conditions

- a. During the first three days of spring quarter 2020, faculty and students will prepare for online and remote instruction. This will be followed by an instructional period from April 2 through June 6, 2020 and the regular evaluation week of June 8 through June 12, 2020.
- b. Faculty will continue to receive their regular contractual salary during all of these periods listed in 3.a above.
- c. This modified quarter structure (in both instructional format and shortened instructional period) applies only to spring quarter 2020, and is not precedent setting. If continued prevalence of the novel COVID-19 virus requires modification to future quarters (including summer), further MOUs will be signed to cover those quarters.
- d. If continued prevalence of novel COVID-19 virus requires modifications to future quarters (including summer), any of those modifications that

concern faculty terms and conditions of employment shall be jointly discussed and agreed to by Evergreen and the UFE.

- e. Remote options will be provided for all faculty trainings. Other training modifications that concern faculty terms and conditions of employment shall be jointly discussed and agreed to by Evergreen and the UFE.
- f. Evergreen and UFE agree to continue discussion of implementation of *sabbaticals* during the period of this agreement.
- g. Evergreen and UFE agree to continue discussion of intellectual property and faculty research and instruction.
- h. No other parts of the Collective Bargaining Agreement are being changed.

4. Professional Travel and Development Awards

- a. Any faculty member with unused 2019-2020 professional travel and development awards can use these funds for additional professional development in the 2020-2021 academic year. Awards carried over from 2019-2020 will not impact decisions about the award of 2020-2021 travel and professional development funds.

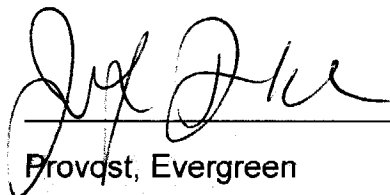
Duration

This Memorandum of Understanding will take effect immediately and shall remain in effect until midnight June 14, 2020.

Approved and effective on the date signed below.

For The Evergreen State College

For The United Faculty of Evergreen

 3/30/20
Provost, Evergreen Date

Grace Huerta 3-30-20
President, UFE Date