

Provision of Instruction for Fall Quarter 2021 in Response to COVID-19

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

Recitals

UFE and Evergreen have a shared interest in keeping faculty, staff, students, and our wider community safe from the spread of COVID-19. In previous Memoranda of Understanding, the parties reached agreement on a number of alterations to their collective bargaining agreement (CBA) and to faculty working conditions to address COVID-19 impacts during the 2020 summer and fall quarters (“Provision of Instruction for Summer and Fall Quarters 2020 in Response to COVID-19;” hereafter “2020 Safety MOU”), and Winter, Spring, and Summer Quarters of 2021 (“Provision of Instruction for 2021 Winter, Spring, and Summer Quarters in Response to COVID-19,” hereafter “2021 Safety MOU”), as well as other agreements (e.g. “Letter of Understanding Regarding Faculty Review Process in 2020-21,” hereafter “20-21 Faculty Review LOU”).

Despite the national vaccination campaign, Public Health experts predict that COVID-19 will remain a threat to health and safety in fall quarter 2021 and beyond. In the spirit of Evergreen's Social Contract and student/faculty program and community agreements, both parties have reached this MOU to memorialize agreements regarding safety precautions and operational measures that Evergreen will implement during the 2021 fall quarter to protect faculty, students, and the entire campus community from the spread of COVID-19.

This Memorandum of Understanding references Governor Inslee’s Higher Education [Proclamation 20-12.4 issued 12 July 2021](#), [Proclamation 21-14.1 issued August 20, 2021](#), the Washington State Department of Health [COVID-19 Recommendations for Higher Education \(DOH 820-195\) issued July 1, 2021](#), [Washington State Labor and Industries guidance on masks issued June 2021 \(Pub. F414-168-000\)](#), and Washington’s Health Emergency Labor Standards Act (HELSA; [See L&I Pub. F417-291-000](#); [Engrossed Substitute Senate Bill 5115](#)).

Agreement

Therefore, the parties agree as follows:

1. Evergreen will continue to meet recommendations established by the Washington State Department of Health for Higher Education (DOH 820-195), along with applicable safety requirements established by local, county, state, and federal authorities. This may include restricting or relaxing regulations in accordance with changing health directives.
2. Governor Inslee has required all state employees to be fully vaccinated by October 18, 2021, as per Proclamation 21-14.1. Furthermore, in order to be granted the status of a “Fully Vaccinated Campus” under Governor Inslee’s proclamation 20-12.4, Evergreen requires all employees, including faculty, to be vaccinated against the COVID-19

coronavirus, as per Evergreen policy (“Evergreen Vaccine Policy for Employees,” July 7, 2021). Faculty must submit their vaccination information to Evergreen using the online form provided by Human Resources; those who wish to be exempted from vaccination on religious or medical grounds may request an exemption using that form. If granted an exemption, faculty will also be granted an accommodation, and must follow all the strictures outlined in that accommodation. Faculty members may not physically come to campus until their form has been processed.

3. Those employees who are not vaccinated or who have not received an exemption by October 18, 2021, as per Governor Inslee’s proclamation 21-14.1, will be discharged from the college. The college requires time to process vaccination and exemption information, and the final date to provide this information to Evergreen is October 5, 2021 (including partial vaccination information as outlined in (4) below). Evergreen is under no obligation to accept information provided after this date. The Governor’s Mandatory Vaccination is a state law and is not grievable. The college shall inform the faculty member in writing of any impending non-disciplinary discharge by October 8, 2021, in addition to providing a discharge letter on October 18, 2021.
4. If a faculty member receives the first dose of the vaccination late and fails to become fully vaccinated by October 18, 2021, the faculty member may be assigned a leave without pay, without benefits (CBA 16.5), for up to sixty (60) calendar days to become fully vaccinated. The faculty member may not engage in any work for Evergreen during this time. The faculty member retains the right to return to their previous position provided the faculty member has become fully vaccinated within sixty (60) calendar days after October 18, 2021. This provision expires on December 17, 2021.
5. During the quarter, if faculty become concerned about their health or the health of their household family members, they may work together with the curriculum deans to find an acceptable way to transition a hybrid or in-person class to a remote footing, or an in-person class to a hybrid footing, if necessary. In-person and hybrid offerings may also switch to a remote option for temporary periods due to students or faculty testing positive for COVID-19 and needing to quarantine. Requests to transition remote classes to a hybrid or in-person footing midway through an academic quarter will not be accepted. Directors, library faculty, and other non-instructional faculty positions will work together with their supervising deans to determine changes to remote and in-person work.
6. By September 22, 2021, Evergreen will provide all faculty members teaching hybrid or in-person classes with class lists indicating those students who have provided vaccination information, those students who have approved exemptions, and those students who have not yet completed the vaccination requirement. These class lists are student records and must be treated as FERPA-protected information.

7. Evergreen will provide appropriate training to faculty, staff and students in COVID-19 related safety policies and procedures. Faculty are expected to complete the training prior to the first day of fall classes.
8. While on campus, faculty are required to follow all Evergreen safety plans, policies, and precautions including but not limited to those governing the wearing of personal protective equipment, including masks; vaccinations, health verification forms; social distancing; handwashing; testing; and under certain conditions, self-quarantine. The college shall make these plans, policies, and precautions available on its website.
9. Evergreen will provide faculty members who teach in-person all safety supplies needed to comply with the college's safety plans and precautions. Supplies include masks and other equipment as needed, such as gloves, goggles, face shields, etc. Masks provided to faculty must meet Washington Labor & Industries guidelines for masks rated "medium risk" or higher (WA L & I Pub. F414-168-000).
10. Faculty members will address Evergreen's safety precautions in their syllabi and/or community agreements. Students are required to follow all safety precautions approved by the college, including but not limited to those governing social distancing; handwashing; the wearing of personal protective equipment, including masks; health verification; location logging; testing; and, under certain conditions, self-quarantine.
11. Students who do not abide by the college's health and safety policies, including vaccine and mask policies, will not be able to attend in-person class meetings. If students refuse to leave the class setting, Evergreen may assert its right to remove a student in order to maintain the health and safety of the learning community. Faculty should contact their dean or supervisor for assistance in these cases.
12. If teaching remotely, Evergreen faculty members may come to campus to use resources to support instruction, such as printers, scanners, and the internet. They may also request equipment for home use, which may include computers, software, white boards, stylus tools, and other supplies and equipment as approved by the Academic Budget Office. All such purchases will remain the property of the College. Coming to campus will require faculty to adhere to the campus vaccination policy.
13. Fall quarter will be a transition period for in-person and remote meetings. The general expectation is that non-instructional (e.g. governance, administrative, training) meetings for faculty shall be conducted remotely. This does not preclude meeting participants from meeting in person when desired, creating in-person or hybrid meetings for specific reasons, or meeting in person when specifically requested by an Academic Dean or other supervisor.
14. As previously agreed in the 20-21 Faculty Review LOU, faculty portfolios will continue to be submitted and reviewed remotely on an ongoing basis through the 2021-22

academic year and beyond.

15. All other provisions of the CBA will remain in effect for the duration of this MOU, including the provisions of Article 18 – Workplace Safety and Health.

This Memorandum is not precedent-setting and will take effect upon ratification by both parties, and will expire at midnight on December 31, 2021, unless extended by the parties.

Signed and dated this __23rd day of _September_, 2021.

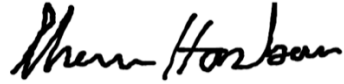
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