

MEMORANDUM OF UNDERSTANDING

BETWEEN CENTRAL WASHINGTON UNIVERSITY AND UNITED FACULTY OF CENTRAL

Adjustments to Summer and Fall 2020 quarters in response to COVID-19

This Memorandum of Understanding (MOU) between Central Washington University (CWU) and United Faculty of Central (UFC) memorializes an agreement regarding some adjustments to the academic operation of Summer and Fall 2020 in response to the spread of the COVID-19 coronavirus.

Recitals

The public health threat posed by COVID-19 has dramatically affected higher education. It now seems likely that the pandemic, even if it recedes over the summer, will continue into fall and likely beyond. Governor Inslee has established a safety reopening plan comprising four phases. As of May 27, 2020, Kittitas County has been designated Phase 2.

The Collective Bargaining Agreement between CWU and UFC, Section 30.4, states that “Faculty members shall not be required to work under hazardous conditions or to perform tasks which endanger their health or safety. Protective devices and first aid equipment shall be provided to faculty members who practice in hazardous instructional environments.” Further, the Washington State Department of Labor and Industries has issued a set of general requirements for workplaces, requiring employers to “ensure social distancing for employees and customers; frequent and adequate employee handwashing; and that sick employees stay home”.¹

In an MOU signed on April 1, 2020, the parties addressed a number of COVID-19 impacts on faculty working conditions during 2020 Spring Quarter 2020. The parties have reached this Memorandum to record similar agreements for the 2020 Summer and Fall quarters.

Agreement

Now, therefore, the parties agree as follows:

- (1). To protect faculty, staff, and students from any increased risk of exposure to COVID-19 occasioned by the traditional Thanksgiving break, the Fall quarter will begin two weeks early and end before Thanksgiving. The instructional period will extend from September 9 to November 13, followed by a study day (Nov. 16) and a final exam period (Nov. 17 to

¹ Publication F414-164-000: “Coronavirus (COVID-19) Prevention: General Requirements and Prevention Ideas for Workplaces.” <https://lni.wa.gov/forms-publications/F414-164-000.pdf>.

Nov. 20). CWU will accordingly adjust salary pay dates (per RCW 42.16.010). Any other necessary timelines will be moved up by two weeks.

- (2). CWU will follow the guidelines from Governor Inslee and the Department of Labor and Industries, with increased sensitivity to the potential health threats posed by a student population that may include non-symptomatic but contagious people, and by faculty and staff many of whom are part of a vulnerable population. The Kittitas County Public Health Officer will be asked to approve all safety conditions for Summer and Fall quarter face-to-face classes, including direction on appropriate COVID-19 testing, contact tracing, and cleaning of instructional spaces. The University will also develop protocols for reporting any confirmed case of COVID-19 in a student or employee to the Kittitas County Public Health Office, and for immediately informing students or employees who may have been in contact with the infected person.
- (3). Instructional and safety procedures will depend on Kittitas County's status in the Governor's Phases. If the county transitions from one Phase to another, the University's instructional and safety procedures will immediately conform to regulations for that transition. Should state and county officials issue other guidelines or health measures, CWU will follow all prescribed rules.
- (4). During the Summer and Fall quarters no faculty member will be required to hold classes in person. They may elect to teach their classes entirely online, and they will not suffer any repercussions or retaliation as a result of this decision. Likewise, while faculty may request that their class hold face-to-face meetings, no faculty member will be allowed to teach face-to-face if doing so contravenes state and local regulations.
- (5). The University will provide faculty who elect to teach face-to-face with a number of reusable cloth face-masks, with the number to be determined by the Kittitas County Public Health Officer's recommendations. A supply of disposable face masks will be available on campus to provide an emergency option for faculty, students, staff or visitors who arrive at campus without a useable mask, but faculty are expected to cover their own needs with the inventory of reusable masks supplied to them for that purpose.
- (6). Faculty members will be required to observe social distancing protocols. They will also be required to wear a face-mask or other appropriate protective gear in face-to-face classes, and in situations in which social distancing protocols cannot be followed. Faculty who refuse to meet these requirements may be subject to progressive disciplinary procedures.
- (7). Students will also be required to wear a cloth face-mask while in class as well as to observe social distancing protocols. Faculty members will list face-mask wearing as a requirement in their syllabi, and shall be formally empowered to have removed from the classroom any student who is unwilling to meet these requirements—unless the student

has a documented disability or other documented medical condition. In such a case, if the faculty member is concerned for their own health, reasonable arrangements will be made to protect them (e.g., having the unmasked student wear a face-shield; or having them sit near the back of the room).

- (8). Protocols for the cleaning of instructional spaces will be disseminated to all faculty, and posted prominently in all buildings containing such spaces. Protocols for COVID-19 testing, and for the reporting of testing results, will be disseminated to all faculty.
- (9). SEOI data collected from online classes in Summer and Fall 2020 will be used only *formatively* (i.e. to identify strengths and weaknesses and to aid instructional development) and not *summatively* (i.e. as a decisive evaluation of instructional quality). Specifically, SEOI data from online classes in Summer and Fall 2020 will not be used to justify non-retaining a faculty member, denying them promotion, or continuing them with reservations.
- (10). If a faculty member is teaching face-to-face but, due to physical distancing requirements and space limitations, must teach a class (or lab, or fieldwork, or any other instructional mode) multiple times in order to deliver it to all students, this increased amount of work will be accounted for in the faculty member's official workload. The faculty member, their chair, and their Dean will agree on a fair allocation of workload for the class, which may require a reduction in other elements of the faculty member's workload.
- (11). The provisions agreed to in the CWU/UFC MOU dated April 1, 2020 remain in effect.

This Memorandum of Understanding covers the Summer 2020 and Fall 2020 quarters, and will take effect immediately and shall remain in effect until midnight December 31, 2020; or until a later date, if agreed by the two parties prior to midnight December 31, 2020.

Approved and effective on the date last signed below.

FOR CENTRAL WASHINGTON UNIVERSITY

FOR UNITED FACULTY OF CENTRAL



James L. Gaudino 6/18/20
President, CWU Date



Gary C. Bartlett 6/18/20
President, UFC Date