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**MEMORANDUM OF UNDERSTANDING
BETWEEN CENTRAL WASHINGTON UNIVERSITY AND UNITED FACULTY OF CENTRAL**

**Reaffirmation and extension of instructional, scholarship, and health and safety procedures
under COVID-19**

The purpose of this Memorandum of Understanding (MOU) between United Faculty of Central (UFC), and Central Washington University (CWU) is to memorialize an agreement reaffirming and extending a number of provisions from three MOUs that were signed in AY 2019-20.

Recitals

In response to the public health threat posed by the COVID-19 pandemic, UFC and CWU signed three MOUs in AY 2019-20, as follows:

- On 3/19/20: concerning instructional procedures for Spring 2020
- On 4/1/20: concerning scholarship procedures
- On 6/18/20: concerning instructional procedures for Summer and Fall 2020

The first two MOUs expired on August 31, 2020. However, the third MOU established similar agreements to the first for Summer and Fall 2020, and extended the provisions of the second. The third MOU (including the provisions of the second) expires on December 31, 2020.

The pandemic has not yet abated, either nationwide or in the state of Washington. CWU has therefore decided to maintain through Winter 2021 the procedures followed during Fall 2020. These include emphasizing remote and hybrid instruction, continuing to have employees work from home where possible, supplying employees with protective equipment, and maintaining cleaning and distancing protocols. Further, all instruction will be remote for the first two weeks of Winter quarter.

Agreement

Now, therefore, the parties agree as follows:

- (1) Provision (4) of the MOU signed 3/19/20 is hereby reaffirmed. Faculty will be permitted to exclude SEOIs for courses taught in Spring 2020 from future evaluations for reappointment, tenure, or post-tenure review.
 - (a) This provision shall remain in effect until midnight June 15, 2025.
- (2) Provision (2) of the MOU signed 4/1/20 is hereby reaffirmed and extended for academic year 2020-21, in qualified form. If a faculty member was invited to travel to an event to present their research or creative activity; and if COVID-19 caused the event to be cancelled, or caused the faculty member to be unable to travel to it; and if the faculty member can document both the invitation to present their work and also the completed

work itself (i.e., not merely a proposal, abstract, or the like); then the faculty member shall receive full credit for the presentation in future reappointment, tenure, promotion, or post-tenure reviews.

- (3) Provisions (3) and (4) of the MOU signed 4/1/20 are hereby reaffirmed and extended, with the qualifications detailed below. Any faculty member who wishes to take a one-year extension on their tenure review clock or post-tenure review clock may do so by informing the Provost's Office no later than June 15, 2021. For example, if the faculty member's next review is currently scheduled for AY 2021-22, it would be delayed until AY 2022-23; if currently scheduled for AY 2022-23, it would be delayed until AY 2023-24; and so on.
 - (a) If a faculty member who is already being reviewed in the current year (AY 2020-21) elects to take this COVID-19 review clock extension, their subsequent review will be delayed by one year. The extension cannot halt the current review process.
 - (b) Tenure-track faculty who request the COVID-19 extension will have the extra year added to the end of their tenure clock. Thus (assuming a 6-year clock), they will be evaluated as normal in their 2nd, 4th, and 6th years; and in their 1st, 3rd, or 5th years if required (per CBA 22.2.1); and will go up for mandatory tenure in their 7th year.
 - (c) Tenured faculty may request the COVID-19 extension only for their regularly scheduled post-tenure review clock. Tenured faculty being re-evaluated as a result of a continued with reservations evaluation (CBA 22.2.3(b)) are not eligible for an extension of the re-evaluation.
 - (d) The COVID-19 extension is strictly one year only. Faculty who have already been granted the extension are not eligible for a further extension.
 - (e) Faculty who have already been granted a one-year extension for parenting leave, sabbatical leave, or another reason, should consult with the Provost's Office to determine whether they are eligible for this COVID-19 extension.
 - (f) Once a COVID-19 extension has been requested and approved, a faculty member cannot revert back to their initial tenure review or post-tenure review clock. Tenure-track faculty who have requested and had approved an extension may still be eligible to apply for early tenure in accordance with the CBA.
- (4) Provisions (2), (3), (4), (5), (6), (7), (8), and (10) of the MOU signed 6/18/20—concerning health and safety procedures to limit the COVID-19 exposure of faculty—are hereby extended through the Winter and Spring 2021 quarters.
- (5) Provision (9) of the MOU signed 6/18/20 is hereby reaffirmed and extended to include the Winter 2021 quarter, with certain qualifications. Under the conditions listed below, for future evaluations for reappointment, tenure, or post-tenure review, SEOI data collected from online classes in Summer 2020, Fall 2020, and Winter 2021 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 those three quarters will not be used to justify non-retaining a faculty member, denying them promotion, or continuing them with reservations, provided that one or both of the following two criteria are met:
 - (a) the faculty member has continued to demonstrate improvement in their teaching effectiveness through the above-named quarters;

- (b) the faculty member demonstrates that their SEOIs during the above-named quarters are out of character with their usual SEOIs.
- (c) This provision shall remain in effect until midnight June 15, 2026.

This MOU will take effect January 1, 2021 and, with the exceptions of provisions (1) and (5), shall remain in effect until midnight June 15, 2021. Provisions (1) and (5) shall remain in effect until the dates noted in those respective provisions.

Approved and effective on this 4th day of January, 2021.

FOR CENTRAL WASHINGTON UNIVERSITY



Michelle DenBeste
Provost /VP for Academic and
Student Life, CWU

FOR UNITED FACULTY OF CENTRAL



Gary C. Bartlett
President, UFC