

## **MEMORANDUM OF UNDERSTANDING**

### **Provision of Instruction for 2021 Winter, Spring, and Summer Quarters 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 2021 winter, spring, and summer quarters in response to the novel COVID-19 coronavirus pandemic and its spread.

#### **Recitals**

In a previous Memorandum 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 “Fall 2020 Safety MOU.”)

Public Health experts predict that COVID-19 will remain a serious threat throughout the 2021 winter, spring, and summer quarters 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 winter, spring, and summer quarters to protect faculty, students, and the entire campus community from the spread of COVID-19.

This Memorandum of Understanding references the Governor's Higher Education Proclamation 20-12-1, which includes a link to the Campus Reopening Guide and the Washington Labor & Industry guidelines for masks: F414- 168-000, and the Governor's Safe Start Washington: Phased Reopening County by County.

#### **Agreement**

Therefore, the parties agree as follows:

1. Evergreen will follow the reopening guidelines from Governor Inslee to develop a comprehensive "Safe Back to School Plan" ordered by the Governor's Higher Education Proclamation 20-12-1 (p. 4) and based on the Campus Reopening Guide. Evergreen will also follow Safe Start Washington County by County Recommendations and the Washington Labor & Industry guidelines. The Thurston and Pierce County Public Health Officers will be asked to review all safety plans for in-person instruction, including, but not limited to personal protective equipment, health verification, social distancing, COVID-19 testing and monitoring procedures, contact tracing procedures, quarantine procedures, and cleaning of instructional and common space procedures (see Campus Reopening Guide: Safe Back to School Plan, p. 7). Evergreen's safety plans will list procedures for all in-person teaching in instructional spaces, including labs, studios, lecture and seminar rooms, outdoor spaces, field trips, and community-based settings.
2. Thurston County's status in Governor Inslee's Safe Start phased reopening plan will inform Evergreen's Olympia campus instructional and safety procedures. Pierce County's status in Governor Inslee's Safe Start phased reopening plan will inform Evergreen's Tacoma campus instructional and safety procedures. If either county transitions from one phase to another, Evergreen's instructional and safety procedures will conform to regulations for the transition in that county. This may include

restricting or relaxing regulations in accordance with health directives. Should state and/or county health officials issue other applicable COVID-19 precautions, including expanded precautions for phase 1, Evergreen will follow all prescribed rules. Evergreen will also provide training to faculty, staff and students in COVID-19 related safety procedures. Evergreen will conduct those trainings remotely except in those circumstances that require on-site, in-person training.

3. 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, paper, printer cartridges, and other supplies and equipment as approved by the Academic Budget Office. All such purchases will remain the property of the College.

4. The deans will not approve hybrid teaching plans that involve large in-person lectures or workshops in 2021 winter, spring, or summer quarters. Hybrid programs and courses will not be designed to result in additional workload for faculty members. Evergreen will inform the UFE and campus community about the specific number of programs and courses with in-person meetings for 2021 winter, spring, and summer quarters, including the number of faculty and the number of students involved. Evergreen will inform students who enroll in these programs and courses that the college, in conjunction with County Public Health guidance has developed strict health and safety precautions to protect the Evergreen campus community, including the mandatory wearing of masks during all program, class, seminar, workshop and group project planning meetings. Evergreen will inform students that if they are unwilling to wear a mask or complete other required health and safety measures, they will not be able to attend in-person class meetings and should enroll in remote-learning offerings instead.

5. While on campus, faculty are required to follow all Evergreen safety plans (as reviewed by County Public Health, above) including but not limited to the online daily health verification form; COVID-19; social distancing; handwashing; the wearing of personal protective equipment; and under certain conditions, self-quarantine.

6. Faculty members will address Evergreen's safety precautions in their syllabi and/or community agreements, and provide safety plans directly to students. Students are required to follow all safety precautions approved by the college, including but not limited to social distancing; handwashing; the wearing of personal protective equipment, including masks, health verification, location logging; and, under certain conditions, self-quarantine. Students who are unwilling to wear a mask, or other approved face covering, or complete other required health and safety measures will not be able to attend in-person class meetings. If they 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. Students who are unable to wear a mask due to a documented disability or other documented medical condition may use another approved face covering, or be accommodated by taking the program and/or class remotely.

7. Evergreen will provide to faculty members who teach in-person all safety supplies to comply with the college's safety plans. Supplies include masks and other equipment, such as gloves, goggles, face shields, etc. if required (see Campus Reopening Guide, p. 5). Masks provided to faculty must meet Washington Labor & Industries guideline for masks rated "medium risk" or higher (see WA L & I Pub. F414-168-000, p. 4-6). The number of masks provided per week will be determined by the County Public Health Officer's recommendation.

8. Faculty members will adhere to all COVID-19 safety plans and provide students with all COVID-19 health and safety information given by the designated Evergreen COVID-19 Site Supervisor. Faculty are not required to perform any custodial duties regarding the cleaning and sanitizing of classrooms, but are expected to clean their personal workspace, and will ask students to clean their own workstations at the end of each session as needed.

9. The College will provide faculty members with the names and contact information of all COVID-19 Site Supervisors, including their designated areas, and the College Health and Safety Officer. If a faculty member learns of someone testing positive for COVID-19, the faculty member will immediately report that information via email to the designated Evergreen COVID-19 Site Supervisor and the College Health and Safety Officer.

10. Technological issues continue to present a challenge in a remote environment. Student evaluations of faculty for winter quarter 2021 will follow the guidelines in our previously signed Fall 2020 Safety MOU. Starting in spring quarter 2021, student evaluations which are included in the faculty portfolio will be formally considered or evaluated as part of an annual review, third-year review, or five-year review. Faculty reviews will consider such evaluations in the context of what it means to teach well in Article 6.2.1 of the CBA. Evaluations which speak to technological or connectivity issues outside faculty control will be disregarded in the review process.

11. The provisions in the Evergreen/UFE Letters of Understanding dated June 5, 2020 and November 13, 2020 remain in effect.

12. 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 August 31, 2021, unless extended by the parties.

Signed and dated this \_\_8th\_\_ day of \_\_February\_\_\_\_, 2021.

The Evergreen State College



\_\_\_\_\_  
By David McAvity  
Its Interim Provost and VP of Student & Academic Life

The United Faculty of Evergreen



\_\_\_\_\_  
By Shawn Hazboun  
Its Chair