

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding between the United Faculty of Evergreen (“UFE”), and The Evergreen State College (“Evergreen”) memorializes an agreement reached by the parties as part of negotiations over a successor to the Collective Bargaining Agreement by and between The Evergreen State College and United Faculty of Evergreen (June 15, 2018 – August 31, 2021) (the “Agreement”).

Recitals

As part of negotiations for a successor to the Agreement, the parties have discussed at length the College’s current student enrollments and the budget deficits the College is running as a result. The parties have reached agreement on a plan to use the faculty as a resource, in combination with the College’s other recruitment resources, to assist in increasing student enrollments during the term of the Agreement to a level that will sustain the College’s current faculty staffing levels. The College has agreed that it will not furlough or lay off faculty prior to end of the 2022-2023 academic year while the parties’ recruiting efforts are underway.

In campus meetings and communications, the Provost and Vice Provost have explained that the College is currently overstaffed by approximately twenty-five (25) faculty lines for the size of its current enrollment. If the efforts to increase enrollments results in substantial improvements – reaching an enrollment of 2500 FTE by Fall 2023 (approximately 500 FTE above the current level) – there will not be a need for faculty reductions. Conversely, if the College is unable to reach these enrollment goals, some level of staffing reduction among faculty will likely be necessary.

The College has invested substantial effort in recent years in a reorganization intended to promote enrollment growth and to reorder the curricular structure to address student needs. The College’s reorganization has included faculty hiring decisions based on disciplinary expertise required to meet student demand, the creation of Paths of Study, the creation of Team Leader roles within Curricular Area Teams, the pending introduction of a new School of Professional Studies and the proposed consolidation of EWS and Olympia Day. This reorganization has all rendered the reduction-in-force provisions of the Agreement (Article 23) unsuitable to address any lay off that may be required prior to the 2023-2024 academic year. The College has asserted that the rotating furlough provision, and the requirement to pursue layoffs purely by seniority at the College without regard for curricular need, places at risk areas of high student demand, further harming enrollment. The College has therefore bargained for a new reduction in force policy.

Because the circumstances of the College’s current enrollment and financial condition are unique, the parties have agreed to the measures and processes below to increase efforts to expand student enrollment; to assess, recommend and prioritize the academic structure of curricular offerings through a Curricular Review Team comprised of equal membership by faculty CAT leaders and deans; and a corresponding reduction-in-force policy that may be necessary if these efforts do not succeed.

The provisions below for addressing any faculty layoff that occurs prior to the 2023-2024 academic year will be followed in place of Article 23 of the Agreement.

Agreement

Now, therefore, the parties agree as follows:

Faculty Participation in Student Recruitment and Retention

1. Teaching Release. At least two regular faculty will be selected for up to full-time release in the role of faculty organizer for student recruitment and faculty liaison to Admissions in the 2021-2022 and 2022-2023 academic years. The UFE Chair will nominate faculty for these roles for appointment by the Provost or designee.
2. Governance Assignments. The faculty organizers will recruit faculty to work on recruitment as a governance assignment and make recommendations to the Agenda Committee. The UFE Chair will work with the faculty organizers to recruit faculty for this governance assignment. Faculty organizers and recruiters can expect to engage in these types of recruitment efforts: speaking engagements at high schools or community colleges, personal contact with admitted students to enroll at the College, and outreach to area community groups, among other tasks.
3. Faculty organizers and recruiters will work closely with Admissions to coordinate these faculty efforts with Admissions staff.

Revisions and Improvements to College Organizational Structures

4. During fall and winter quarters of the 2021-2022 academic year, the College will convene a Curricular Review Team ("CRT") chaired by the Vice Provost and comprised of four CAT leaders and three Deans. The CRT may request information from staff from Institutional Research, Enrollment Services and the Deans but staff will not vote on any recommendation. The CRT will assess the size and shape of Evergreen's undergraduate and graduate curriculum, based on the College interdisciplinary mission, commitment to underserved communities and students, and current/anticipated student demand for College curriculum. The CRT will prepare the following recommendations, which will be provided to the Provost by February 28, 2022.
 - a. A prioritization of curricular areas, and faculty disciplinary expertise required to deliver those curricular areas, and the College academic unit (i.e., Curricular Area Teams, Paths of Study, Olympia Day interdisciplinary studies, Graduate Programs, Native Pathways, Tacoma Program, planned School of Professional Studies, or other unit defined by the CRT) responsible for delivering the curricular area.
 - b. Revisions to existing Paths and/or Curricular Area Teams, and the potential creation/dissolution of Paths or disciplinary areas, to address areas of prioritization, curricular coherence and faculty/staffing resources.
 - c. Assignment of faculty to College academic units and, within the Olympia undergraduate program, to Paths and Curricular Area Teams. Recommendations will include placement for Olympia undergraduate faculty not associated with a Path, and primary Paths for faculty associated with multiple Paths.
5. The Provost will consider the recommendations from the CRT and direct any needed rearrangement of academic units, CATs, Paths, or other academic programs. The Provost's decisions, along with a rationale for any decisions that vary from those recommended by the CRT, will be presented to the faculty through the College's shared governance structures. Faculty will have 30 days to petition the Provost, individually or with the support of their CAT leader, regarding their location in the proposed academic unit.

Evaluation of Student Demand and College Needs

6. In the fall and winter quarters of 2022-23, the CRT will gather current enrollment and curricular data to assess the success of Evergreen's student recruitment and retention efforts and the associated curricular needs. Working with Institutional Research and other stakeholders, the Team will: use enrollment projections to assess enrollment across the curriculum; create a ranking of curricular areas/academic units that reflect the Team's best judgment of the degree to which each academic unit serves current and prospective student demand and contributes to the College's overall mission of interdisciplinary instruction and serving underserved communities.

Potential Reduction-in-Force

7. If by February 1, 2023, the College is projected to enroll 2500 FTE students in the fall 2023 (approximately 500 FTE above the fall 2021 figure), which includes estimates from the planned School of Professional Studies, the College will not enact a reduction in force through the provisions of this Memorandum. If, however, College enrollments have not met these metrics, the College may, but is not obligated to, reduce faculty through a layoff process as described below. This process shall, during the term of the Agreement, substitute for and replace the reduction-in-force provisions of the CBA (Article 23 - Reduction-in-Force).

8. Proportional student FTEs gained through recruitment and retention efforts, faculty retirements and potential new funds will be included in final RIF decisions. By the start of spring quarter 2022, the College will complete a financial analysis to determine whether to offer a voluntary buy-out in spring quarter 2022.

Reduction-in-Force Procedure

9. The College may reassign faculty as needed to accommodate curricular changes made necessary by staffing and budget reductions.

10. Voluntary Layoffs. Prior to implementing any involuntary reduction in force, the deans shall contact all regular faculty members, urging those faculty members to notify the deans within a specified time if they are willing to retire, resign, or to accept leave without pay of a specific duration. The academic deans will also contact all faculty members who have adjunct or post-retirement contracts, urging those faculty members to notify the deans within a specified time if they are willing to terminate any portions of contracts which extend beyond the current quarter.

11. Rescission of Leaves/Reduction of Adjunct Faculty/Termination of Post-Retirement Contracts.

- a. If voluntary layoffs do not sufficiently reduce the size of the faculty, the College will terminate all post-retirement contracts. The College may rescind approved sabbaticals and professional leaves without pay as necessary to meet curricular needs.
- b. In combination with the rescission of leaves and the termination of post-retirement contracts, the deans, in consultation with the CAT Leaders and Directors, will create a ranking of academic unit curricular offerings that are staffed by adjunct faculty. This ranking shall reflect the deans' best judgment of the degree to which each offering contributes to the College's overall curricular needs. The College will terminate adjunct contracts according to the ranking of academic unit curricular needs until the necessary budget reductions have been achieved or all such contracts have been terminated. Some adjunct contracts may be continued based on curricular need and the College mission in some academic units not slated for reduction, even though some regular faculty positions in other academic units may be terminated under the following section.

12. Reduction of Regular Faculty. If voluntary layoffs, reduction of adjunct faculty, reduction of post-retirement contracts and retirements do not sufficiently reduce the size of the faculty, the College will move to a reduction of regular faculty positions.

- a. The Provost will determine which of the academic units established through the process described in paragraphs 4 and 5 above will be subject to reduction and the extent of the necessary reductions. In reaching his decisions, the Provost will consider the prioritization recommended by the CRT as outlined in paragraph 6 above.
- b. In an academic unit identified for reduction(s), all adjunct faculty will be eliminated before the elimination of regular faculty. A reduction in force of regular faculty will first affect regular faculty on term appointments in order of seniority (from least to greatest), followed by regular faculty on continuing appointments in order of seniority (from least to greatest). Seniority will be measured from the faculty member's initial date of hire into a regular faculty position for the most recent period of continuous service. Any ties in seniority will be resolved by the toss of a coin.
- c. Regular faculty who are identified for layoff may transfer to an open position established through the hiring process, or a position filled by an adjunct faculty member, in another academic unit if the position is in an area for which the faculty member is qualified.
- d. Faculty to be laid off will be notified at least one quarter prior to termination of their positions and may request within 30 (thirty) days a hearing with the Provost to appeal their termination.

13. Re-Employment.

- a. Regular faculty members who have been laid off through the process in this Memorandum shall be placed on a re-employment list. Faculty members may remain on the re-employment list for up to six (6) years from the date of layoff. The College will recall those faculty members in the reverse order of layoff prior to filling any vacancies in their disciplinary area through the hiring process.
- b. Faculty members are responsible for notifying the College of their current address while on the re-employment list. Faculty members will be notified of recall by e-mail and U.S. mail. Any faculty member who fails to accept an offer of re-employment within ten (10) working days of receipt of the offer shall be deemed to have declined the offer and shall be removed from the re-employment list.
- c. Faculty members recalled from the re-employment list shall be placed at least at the same experience year as they occupied at the time of layoff.

UFE and College Oversight of this Memorandum of Understanding

14. UFE and the College will meet at least monthly in the Labor-Management Committee to monitor this Agreement.

CAT Leader Duties and Summer Compensation

15. Additional Duties. In addition to those duties identified in Section 8.2.6 of the CBA, the duties will also include serving on the CRT as specified in this MOU.

16. Summer Compensation. CAT leaders will work at 0.25 FTE during summer quarter and will receive compensation at their step on the faculty salary grid for their summer work. Recognizing the part-time nature of this work, CAT leaders will collectively cover the summer and will assign leaders to projects and work as needed (not all leaders will be on call all summer, but at least one will be available).

Teaching above Full-Time Employment

17. Section 12.4 of the CBA will be replaced with the following:

12.4 In addition to their payment for contracted faculty workloads, faculty members may receive additional remuneration for teaching above the normal contracted load. Faculty members may teach up to twenty-five percent (25%) or one hundred (100) student credit hours above the full-time teaching load as specified in the CBA Section 7.3.

12.4.1 Regular faculty approved to teach one or more courses above their regular contracted teaching load will be offered an additional contract paid at the faculty member's regular rate for that offering.

12.4.2 Faculty approved by the curriculum deans to increase their enrollments above the contracted full-time load for an offering will receive additional compensation at the rate of \$35 per student per credit hour, provided enrollments in all other offerings the faculty member is teaching are at least seventy percent (70%) of the full load. Additional remuneration will be calculated based on 10th day enrollment for each quarter.

12.4.3 Faculty approved to teach individual learning contracts or internship contracts (not including in-program internships or contracts) above their regular teaching load will be compensated at a rate of \$35 per student credit hour provided enrollments in all other offerings the faculty member is teaching are at least seventy percent (70%) of the full load. Additional remuneration will be calculated based on 10th day enrollment for each quarter.

Salary

18. The terms of the Agreement will be extended until August 31, 2023 (the "Extension"). During the Extension, faculty will be compensated according to the pay rates and step increases described in the Faculty Salary Grid in effect as of August 31, 2020; provided that in the event the Legislature provides supplemental funding to the College during the Extension designated for general faculty salary increases, the parties will reopen the Agreement for the sole purpose of bargaining over the disposition of such supplemental funding.

Other

19. Except as described in this Memorandum, the terms and conditions of the Agreement will remain in effect during the Extension unless modified by mutual agreement of the parties.

Duration

20. This Memorandum will take effect upon ratification by both parties, and will remain in effect until August 31, 2023, unless otherwise extended by mutual agreement of the parties.

Signed and Dated this 19th day of November, 2021.

The Evergreen State College

Karen Fraser

Printed Name Karen Fraser

Title Chair, Board of Trustees

Printed Name _____

Title _____

United Faculty of Evergreen

Shawn Hazboun

Printed Name Shawn Hazboun

Title Chair, United Faculty
of Evergreen

Printed Name _____

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