

Letter of Agreement

This Letter of Agreement (“LOA”) is between Southern Oregon University and the Association of Professors of Southern Oregon University (“APSOU”), collectively referred to as the Parties, to address the impact of steps taken by the University related to the COVID-19 pandemic to comply with Federal, State, and Local laws, regulations, and guidelines, and the Executive Orders of the Governor of the State of Oregon, under declarations of a State of Emergency both in Oregon and nationally from March 2020 to the present. The University fully intends to continue operations and to apply the CBA, which remains in full force and effect, along with the following:

1. Workload

In response to COVID-19, banner caps for remote classes will be adjusted to the online setting for online, hybrid, and remote courses offered. In some cases, loading will be adjusted instead of Banner caps, consistent with the treatment of online courses. The University retains the management right to set Banner caps and/or loading consistent with online practices, as provided in Article 19 and implemented by the Class Maximum Document, where no online settings were previously established.

2. Procedures Regarding use of Moodle and Intellectual Property

The Provost agrees to send out a campus-wide employee email announcing that, during Phase Two of the pandemic, SOU will not permit the sharing or storing of educational materials used in one instructor’s course to be shared with another instructor’s course. During Phase Two, if an instructor wishes to request permission to use another course’s educational materials, they will seek the approval of the Provost who will only grant such approval if the other instructor agrees.

3. Shared Sacrifice

A. For Academic Year 2020-2021, faculty will take furlough days on Monday, November 23 through Wednesday, November 25, 2020, during Thanksgiving week and Monday, March 29 through Friday, April 2, 2021.

B. In recognition that a fund balance at or above 7.5% would be attributable to cost saving from employee furloughs, APSOU agrees to modify the current CBA, Article 12, Section H.2.c to remove the “trigger” which would increase the H.2.c raise above 2% if the SOU Operating Revenue balance is above 7.5%. Specifically,

*2(c) shall be automatically increased according to the schedule below if, on or about August 15, 2020, the percent of operating revenue of the fiscal year 2021 fund balance is as identified below:

Percent of Operating Revenue of the FY 2021 fund balance January 1, 2021 Increase

At or above 10%	1.0%
At or above 7.5% but below 10%	0.50%
Below 7.5%	0%

SOU-APSOU LOA

July 31, 2020

C. APSOU agrees to withdraw the current ELU loading grievance for remote classes for Spring and Summer 2020 terms.

Term and Future Bargaining

In no event shall the terms of this LOA apply beyond June 15, 2021. This agreement shall not establish a precedent in the negotiation of any future agreements on the subjects addressed herein.

For the University

Linda Schott

Dr. Linda Schott, President, SOU

8/11/2020

Date

For APSOU

Ed Battistella

Dr. Ed Battistella, President, APSOU

8/11/2020

Date