LETTER OF AGREEMENT
Between Oakland University and the Oakland University Chapter, American Association of University Professors

The Oakland University Chapter, American Association of University Professors (Association) and Oakland University (Oakland) also hereinafter the "Parties", hereby memorialize their agreement relative to bargaining unit faculty member mandatory reviews in consideration of the current COVID-19 pandemic (LOA).

Recitals

WHEREAS, the Parties negotiated and entered into a 2015-2020 Agreement setting forth the terms of employment for bargaining unit faculty members (Faculty Agreement); and

WHEREAS, the Faculty Agreement is in effect through midnight (prevailing Rochester time) August 14, 2020; and

WHEREAS Article VII of the Faculty Agreement states the procedures for employment, re-employment and tenure for bargaining unit faculty members (Faculty Member); and

WHEREAS Article VII, Paragraph 38.f. of the Faculty Agreement provides in relevant part that circumstances may make it desirable to postpone or advance the review schedule for a Faculty Member, and that under such circumstances, the Faculty Member may submit a written request to the dean to postpone or advance the review scheduled by one year; and

WHEREAS, on March 10, 2020, the Governor of the State of Michigan issued Executive Order 2020-4, declaring a state of emergency across the state of Michigan because of the novel coronavirus pandemic (COVID-19 Pandemic); and

WHEREAS, on or about March 11, 2020, Oakland began to convert instruction from in-class delivery to remote learning; and

WHEREAS, the Association has requested consideration and relief from some of the strict time and review requirements contained in the Faculty Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Applicability.

This LOA applies only to Paragraphs 9, 38.f., 42, 80, Appendix A, and Appendix D of the Faculty Agreement. All other provisions of the Faculty Agreement remain in effect as written and are unaltered by this LOA.

2. Term.

This LOA shall take effect on the date of the last signature below and end coterminous with the Faculty Agreement on midnight (prevailing Rochester time) August 14, 2020.
3. **Special Lecturers – Paragraph 9.**

The Faculty Agreement does not include a review process to renew the employment of Special Lecturers. However, Oakland will instruct academic units to hold Special Lecturers harmless, if a Special Lecturer can demonstrate a nexus between the COVID-19 Pandemic and an adverse effect on their teaching in some way, when making employment renewal decisions.

4. **Provisions for Change in Review Schedule – Paragraph 38.f.**

All written requests submitted by Faculty Members to the dean to postpone their review schedule by one year will be granted. Such written requests must be submitted by a Faculty Member no later than August 14, 2020. The Faculty Member’s decision to delay their review will have no bearing on reappointment, promotion or tenure decisions.

5. **Review of Special Instructors and the Granting of Job Security – Paragraph 42.**

Special Instructors may submit a written request to the dean to postpone their review schedule by one year, and all such requests will be granted. Such written requests must be submitted by a Special Instructor no later than August 14, 2020. The Special Instructor’s decision to delay their review will have no bearing on reappointment or granting of job security decisions.

If a Special Instructor believes that their: Teaching or University Librarianship; Intellectual Contributions – Scholarship, Research and Creative Endeavors; or Service (University Standards); was adversely affected by the COVID-19 Pandemic in some way, then they should demonstrate the nexus between the COVID-19 Pandemic and their failure to meet University Standards in their dossiers for current and subsequent review for Oakland’s consideration. Oakland will hold those Special Instructors who demonstrate a COVID-19 Pandemic nexus harmless when making employment renewal decisions.

6. **Merit Salary Increases – Paragraph 80.**

If a Faculty Member believes that he/she failed to meet University Standards because of the COVID-19 Pandemic in some way, then they should demonstrate the nexus between the COVID-19 Pandemic and their failure to meet University Standards in their Annual Activity Report for Oakland’s consideration. Oakland will hold Faculty Members who demonstrate a COVID-19 Pandemic nexus harmless when making merit decisions and merit allocations.

7. **Appendix A – Research and Full-Time Adjunct Faculty.**

Research, Research Associate, Research Assistant, Adjunct, Adjunct Associate and Adjunct Assistant Professors, and Adjunct Instructors (Research and Adjunct Faculty Members) may submit a written request to the dean to postpone their reappointment review schedule by one year, and all such requests will be granted. Such written requests must be submitted by a Research and Adjunct Faculty member no later than August 14, 2020. A Research and Adjunct Faculty Member’s decision to delay their reappointment review will have no bearing on reappointment decisions.
If a Research and Adjunct Faculty Member believes that their research or instruction was adversely affected by the COVID-19 Pandemic in some way, then they should demonstrate the nexus between the COVID-19 Pandemic and the adverse effect on their research or instruction in their dossiers for current and subsequent review for Oakland's consideration. Oakland will hold those Research and Adjunct Faculty Members who demonstrate a COVID-19 Pandemic nexus harmless when making employment renewal decisions.

8. Appendix D University Standards for Re-employment, Promotion and Tenure.

Oakland has suspended the end-of-semester Student Course Feedback Surveys for Winter Semester 2020.

If a Faculty Member believes that he/she failed to meet University Standards because of the COVID-19 Pandemic in some way, then they should demonstrate the nexus between the COVID-19 Pandemic and their failure to meet University Standards in their dossiers for current and subsequent review for Oakland's consideration. Oakland will hold Faculty Members who demonstrate a COVID-19 Pandemic nexus harmless when making re-employment, promotion and tenure decisions.

9. Entire Agreement.

This LOA supersedes any and all prior discussions, arrangements, understandings, agreements and decisions relative to the matters specifically addressed herein.

10. No Precedential Effect.

This LOA is intended to address temporary circumstances relative to the current COVID-19 Pandemic only, and does not establish any precedent, binding or otherwise, for addressing any other current or future particular circumstances or for any other purposes whatsoever.

ASSOCIATION

By: ____________________________

Its: Amy Pollard
President
OU-AAUP

Dated: April 18, 2020

OAKLAND UNIVERSITY

By: ____________________________

Joi M. Cunningham
Assistant Vice President for Academic Human Resources

Dated: April 10, 2020