

**MEMORANDUM OF UNDERSTANDING
COVID-19 Related Issues**

This Agreement is entered into by and between Chicago State University (the “University”) and the University Professionals of Illinois, Local 4100 (the “Union”) (collectively referred to as the “Parties”) on the date set forth below:

I. Statement of Purpose

The Parties acknowledge their commitment to the mission of the University and the indispensable role that the University Professionals of Illinois members play in fulfilling that mission, and the commitment that the CSU-UPI bargaining unit has to serving the students at Chicago State. The purpose of the MOU is to memorialize the understandings that the Parties have about how the extraordinary circumstances affect the existing collective bargaining agreement. The Parties note that, because the COVID-19 pandemic is a dynamic situation, further bargaining may be needed to address future developments. In addition, situations that emerge in the move to remote learning may require further bargaining.

Unless modified by the MOU below, to address the extraordinary circumstances of the COVID-19 pandemic, all terms of the current collective bargaining agreement will remain in place.

To facilitate our students’ consistent learning experience,

- the University expects all teaching faculty to migrate to the University’s designated remote learning platform by March 30, 2020.
- the University will continue to provide technical support to assist all faculty in switching to the University’s designated remote learning platform.

To the extent that faculty members need to retrieve and update University equipment, the University will provide access.

II. Provisions on Remote Learning

The Parties acknowledge that moving in-person classes to remote learning platforms is a temporary measure in response to the COVID-19 pandemic.

Faculty shall retain the right to decide how to conduct instruction in the remote-learning environment. For example, they may decide to maintain the meeting time of the in-person class (i.e. synchronous remote instruction), or they may decide to make the instruction asynchronous, or they may decide to use a combination of synchronous and asynchronous instruction. Modifications shall not cause disruptions for students’ other scheduled courses. There must be evidence of sustained and regular student engagement during remote instruction, whether synchronous and/or asynchronous.

Teaching faculty and other personnel covered by the *Contract* are responsible for demonstrating due diligence in receiving and implementing University-provided training for eLearning during this period as well as for related communications with students, faculty, staff, and administrators. In particular, this includes the ongoing responsibilities for instruction, office hours, and communications with students related to teaching/performance of primary duties and requirements noted in Departmental Applications of Criteria (DACs).

The University will conduct student evaluations for the Spring 2020 semester. Unless the faculty member submits the results in the evaluation portfolio, the student evaluations of teaching for Spring 2020 will not be considered for performance evaluations, reappointment, tenure, or promotion.

III. Provisions on Intellectual Property

For the time period of this MOU, the University will not archive or re-use any academic materials for courses that did not complete the approval process described in Appendix G.III.a of the *Contract*. Faculty who wish to archive their course materials will have to do so individually with support from Center for Teaching and Research Excellence (CTRE).

IV. Provisions on Research/Creative Activity

Regarding research/creative activity and service requirements specified by DACs, should events be cancelled due to concerns related to COVID-19, or should faculty and other personnel covered by the *Contract* be unable to participate due to cancellation of University-sponsored travel, faculty and other personnel covered by the *Contract* will not be penalized for the purpose of fulfilling DAC requirements. Affected faculty shall provide sufficient documentation that they would have met DAC requirements (e.g. conference presentation invitations, documentation of service event/draft agenda) had COVID-19 related cancellations or restrictions not occurred. The University will not seek reimbursement from faculty members of resulting non-refundable conference or travel expenses paid by the University.

In addition to conference, event, meeting, or other cancellations, the extraordinary circumstances of the COVID-19 pandemic might reduce the time that faculty have for research and creative activity due to factors including but not limited to: time needed to move courses to remote learning, reduced ability to travel to conduct research, reduced access to human subjects, potential loss of interactions in research groups and in laboratories. The effects of these disruptions may have ramifications beyond the 2020 spring semester.

In the narratives that accompany their materials for evaluation, faculty may note and document reduced activity due to effects of the COVID-19 pandemic.

