

**CSU-UPI MEMORANDUM OF UNDERSTANDING
ON COVID 19 ISSUES
ACADEMIC YEAR 2021-2022**

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. PREAMBLE AND GENERAL TERMS

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 returning to campus affects the existing collective bargaining agreement. 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. This MOU is effective upon its acceptance by both parties and ends May 15, 2022. The parties recognize that if the conditions of the pandemic change substantially, further bargaining may be necessary. In particular, if the case positivity rate for the state of Illinois Region 11, as designated by the Illinois Department of Public Health (IDPH), reaches eight (8) percent or above, as reported by the IDPH (<https://www.dph.illinois.gov/regionmetrics?regionID=1>), and the available ICU beds for the state of Illinois Region 11, as designated by the IDPH, fall below 20%, as reported by the IDPH (<https://www.dph.illinois.gov/regionmetrics?regionID=1>), the parties agree to begin bargaining as soon as possible.

II. COURSE DELIVERY

The Union acknowledges that most scheduled courses will be offered in person and the remainder will be offered as approved online or hybrid courses as indicated in the 2021-22 Academic Year Operating Plan. In light of COVID-19, Department chairs and supervisors are encouraged to consult bargaining unit members as they finalize workload and work plans for the Fall and Spring semesters. Bargaining unit members are encouraged to discuss any concerns at that time.

III. SCHEDULE ACCOMMODATION AND ADJUSTMENTS

Requests from UPI bargaining unit members who are medically vulnerable with an underlying medical condition (as documented by a health care provider) will be evaluated under the university’s existing ADA and leave of absence policies and processes.

The University will continue to require and enforce mask wearing for all individuals while on campus as well as implementing required social distancing requirements and requiring mandatory COVID-19 surveillance testing. Faculty should follow established university protocols under the 2021-22 Academic Year Operating Plan regarding masking and classroom settings.

Faculty requests for electronic amplification technology will be evaluated and may be granted on a case-by-case basis.

The University will make reasonable efforts to maintain a sufficient supply of disposable masks for faculty to take with them to class to hand out to anyone without one. Disposable masks shall also be provided to ASPs to disseminate to students without one in their office or work area.

The University will ensure that social distancing measures, based on state guidance and/or CDC guidelines, are enforced by moving courses and meetings to spaces large enough to accommodate the appropriate number of individuals or by decreasing class size or limiting the number of attendees.

The University will provide air purifiers with HEPA filters for classrooms and follow American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) guidance for classroom buildings as it relates to MERV13 filters. Information regarding air-purifier protocols will be posted on the COVID-19 online dashboard.

Classroom capacity and assignments will be made to align with CDC guidelines. Faculty with concerns about a specific assigned classroom should raise their concerns with their Department Chair. If available, a new location shall be assigned.

The University shall designate spaces for faculty to meet with students, observing appropriate physical distance. These spaces shall be as close to offices of faculty as possible. The University shall inform the faculty of the relevant (based on location of the faculty office) spaces designated for meetings.

If bargaining unit members have offices that allow for appropriate distancing, they may meet with students in those offices. They may also choose to meet in spaces designated by the University for faculty to meet with students.

If bargaining unit members have offices that do not allow for appropriate distancing, they should use spaces designated by the University for faculty to meet with students.

When not meeting with students, faculty may work in their offices.

If a student requests a virtual meeting with a member of the faculty, the member of the faculty may meet with the student virtually, as long as contractual requirements for on-campus office hours are maintained.

At no time will in-person advising and/or student meetings be scheduled in a manner that violates CDC guidelines. In the event a bargaining unit member would like specific safety measures implemented in their office, they may request such measures.

Meetings of five (5) or more persons shall have a virtual option.

Public spaces on campus (e.g., the library, cafeteria) will follow all relevant sector/activity-specific guidance required by state public health authorities.

Building service workers will perform cleaning and disinfecting in accordance with the 2021-22 Academic Year Operating Plan.

Bargaining unit members who are expected to attend in-person off-campus recruitment activities shall not be required to attend any event that does not meet the current public health protocols established by the CDC and State of Illinois public health authorities for gatherings and does not adhere to current CDC and IDPH guidance for face coverings and social distancing.

IV. EVALUATION

All use of student evaluations for periods covered by previous COVID MOUs must consider the impact that the pandemic had on the educational experience, including course delivery formats and methods.

For the purposes of evaluation, virtual participation in workshops, professional development activities, and campus events will be counted the same as face-to-face participation.

V. COMMUNICATION


CSU will continue to update its COVID-19 dashboard on the CSU website throughout the 2021-22 academic school year.

The University shall provide the Union with the results of all air-quality testing done in spaces in which bargaining unit members work.

During the existence of the CSU Covid-19 Response Team or similar body, the Union shall have the right to name three representatives to that team.

The University shall not use the COVID-19 related data of members of the bargaining unit collected through the KUVRR application for any purpose other than screening and monitoring for COVID-19 related issues. The University warrants that the data are encrypted and only accessible by the University. Once the University is done using the application, all data of bargaining members will be deleted. The vendor of the application will not provide the data collected to any entity other than the University, unless mandated by municipal, county, state, or federal law.

CHICAGO STATE UNIVERSITY

By: 

Date: 9-9-21

UNIVERSITY PROFESSIONALS OF ILLINOIS, IFT-AFT, LOCAL 4100

By: 

Date: September 9, 2021