

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
NORTHEASTERN ILLINOIS UNIVERSITY AND
UNIVERSITY PROFESSIONALS OF ILLINOIS LOCAL 4100

April 24, 2020

Preamble

Northeastern Illinois University (NEIU) and the University Professionals of Illinois, Local 4100 (UPI) support and appreciate each other's willingness to collaborate during this uncertain time created by the COVID-19 pandemic.

The purpose of this MOU is to ensure that students and UPI bargaining unit members are not unnecessarily negatively impacted. Most importantly, the aim is to ensure that the existing Collective Bargaining Agreement be maintained (to the degree possible) and that any temporary alterations to the CBA be clearly stated in this MOU.

Most of the terms of this MOU apply specifically to the portion of the Spring 2020 semester and the 2020 Summer Sessions during which NEIU responds to the COVID-19 pandemic in its utilization of alternative instruction to ensure continuity of education for students (referred to generally as the "Spring-Summer 2020 COVID-19 emergent period") and the work from home directive to most employees.

NEIU and UPI also recognize that these negotiations have been undertaken under extraordinary circumstances, and it is possible that other issues not yet contemplated will emerge. We commit to working together in good faith to address such concerns as they arise.

UPI and NEIU agree to the following provisions:

1. **Duration:** The terms of this Memorandum of Understanding shall become effective upon execution of this Agreement by NEIU and UPI and shall remain in effect through August 15, 2020 or the termination of the University President's remote work directive, whichever occurs first.
2. **Time Sheets:** Bargaining Unit (BU) members will continue to submit time sheets per usual.

3. **Privacy Concerns:** In order to facilitate the availability of BU members for real-time student contact, where applicable, the University encourages the use of applications such as Google Meets and Google Voice, which protect the privacy of Employee phone numbers. BU members creating such meetings will allow participants to enter only with an NEIU net ID, and the links to such meetings will not be posted outside of NEIU communications channels. BU members will conduct all university business using only NEIU email addresses.
4. **Sick Leave:** Please refer to the Families First Coronavirus Response Act (FFCRA), which details Employer paid leave requirements.
5. **Health and Safety:**
 - a. The University will clean and disinfect all campus facilities (including classrooms, labs, and faculty offices but excluding those office and lab spaces that employees have specifically requested not be treated) using an EPA registered product designated as effective against the virus that causes COVID-19 before returning to normal operations.
 - b. Any bargaining unit member expected to sanitize public spaces, such as shared computer terminals, public work counters, and classrooms will be provided necessary supplies and instruction in their proper use.
6. **Computing Infrastructure and Data Breaches**
 - a. Please refer to the Illinois State Employees Indemnification Act for protections already in place related to actions, errors or omissions which are within the scope of a person's University duties.
 - b. During COVID-19 emergent period in which classes and other University-offered student services are being offered online at unprecedented levels, often on non-University owned equipment, both the University and the UPI members will take all reasonable efforts to fulfill their Federal Educational Rights and Privacy Act (FERPA) obligations.
 - c. UPI members will be held harmless for any data breaches occurring as a result of the reasonable use of personal computer equipment in pursuit of their work as university employees. Per existing NEIU policy, Employees must immediately notify the office of the Chief Information Officer, University Technology Services (UTS), of any known or suspected data security breach.
7. **Evaluation Timetables:** During the Spring-Summer 2020 COVID-19 emergent period the University may need to adjust the timetable for some evaluation processes for any/all BU groups, and will consult with UPI about each proposed decision.
8. **Excellence Awards:** UPI and Academic Affairs recognize some of the award committee members may no longer be available or under contract to serve by the time the Spring-Summer 2020 COVID-19 emergent period ends, and will collaborate on a revised process to complete selection of the awardees.

9. **Teaching Professionals (TPs), Instructors, Resource Professionals (RPs), Academic Resource Professionals (ARPs), and Academic Support Professionals (ASPs) as applicable:**
- a. Faculty will deliver the content of any class that is not already offered online via alternative instruction, also referred to as **remote learning**.
 - b. Faculty will inform their students of their preferred method of communication.
 - c. Faculty office hours will be maintained virtually, and the number of hours will be consistent with the existing contract language. Additionally, faculty will generally respond to student and University emails within one business day.
 - d. The University recognizes that students' access to and literacy with technology will affect the effectiveness of BU members' delivery of instruction, advising, and other learning support.
 - e. The week of March 23, 2020 is provided as a pause in instruction and intended as a workload offset. No additional compensation is provided for this COVID-19 related utilization of alternative instruction.
 - f. Courses for summer 2020 offered as remote learning will be compensated at the rate for traditional, face-to-face courses per the CBA. Future Key 15C credits will be evaluated/granted disregarding any prior work to provide remote learning.
 - g. Intellectual property rights as detailed in the NEIU/UPI CBA Article 38 will apply during the COVID-19 emergent period; courses taught via remote learning will be treated as face-to-face classes.
 - h. Courses to be converted and offered fully online in Summer 2020 must have a Key 15C form submitted and approved in advance as per normal; however, CUs will be deferred, and assigned to the Fall 2020 Form D. Intellectual property rights remain as covered by the CBA.
 - i. **Faculty Evaluations:**
 - i. Student evaluations will occur as regularly planned for classes with more than six students. Individual TPs and Instructors may choose to have the student evaluations from Spring 2020 and/or Summer 2020 included in their future personnel actions. If not included, the faculty member will be held harmless in their respective evaluation processes, including cumulative processes such as tenure and promotion reviews.
 - ii. If peer/chair observations were already completed in Spring 2020, they will be included in the evaluation processes. If they have not been completed, the faculty member will be held harmless in their respective evaluation processes, including cumulative processes such as tenure and promotion reviews.
 - j. **Conference Presentations and Creative Activities/Performances Scheduled on or before August 15, 2020:**
 - i. For purposes of retention, promotion, tenure, and merit and annual evaluations, the acceptance of a paper or other work for presentation at a conference accompanied by proof of that conference's cancellation can be substituted for the requirement of presenting at a conference. The department's and University's assessment of the value and appropriateness of the conference is still applicable.

- ii. For purposes of retention, promotion, tenure, and merit and annual evaluations, if a BU member in the visual and performing arts had a gallery show, performance, or related work cancelled due to the pandemic, the Employer shall credit the BU member as if the show or performance took place.
 - iii. For purposes of retention, promotion, tenure, and merit and annual evaluations, if a BU member had a significant service activity cancelled due to the pandemic, the Employer shall credit the BU member as if the activity took place.
 - iv. The University will not seek reimbursement from BU members for non-refundable conference or travel expenses paid by the University. Should the BU member have paid for non-refundable conference or travel expenses, the previously existing reimbursement arrangements will be honored.
- k. **Tenure Clock:**
Assistant Professors will be granted an additional year to achieve tenure. Should the faculty member prefer to keep their original retention/tenure schedule, they should notify the Department Chair, Dean, and the Contract Administrator by December 15, 2020. Assistant Professors whose tenure year is 2020-21 who prefer to maintain their regular schedule should notify when they apply to confirm eligibility for tenure, per the University evaluation timetable, in early September 2020.

10. Resource Professionals and Academic Resource Professionals During the Spring-Summer 2020 COVID-19 Emergent Period:

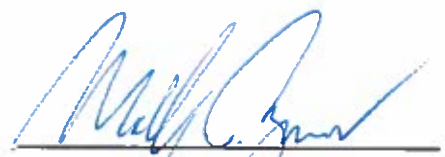
RP and ARP will:

- a. continue to fulfill work obligations to the best of their ability per their work plans/CBA, either remotely or on campus as needed.
- b. work their normal schedules and keep office hours/appointments as described in their work plans/CBA to the best of their ability
- c. The parties recognize the hardships all are facing as we learn and adjust to working remotely; the University will expect supervisors to apply reasonable adjustments in expectations in relation to work during the Spring-Summer 2020 COVID-19 Emergent Period.

11. Academic Support Professionals During the COVID-19 Emergent Period:

ASP will:

- a. continue to fulfill work obligations to the best of their ability per their work plans/CBA, either remotely or on campus as needed.
- b. work their normal schedules and keep office hours/appointments as described in their work plans/CBA, and revisions to the work plans that were made in response to the COVID-19 emergency.
- c. The parties recognize the hardships all are facing as we learn and adjust to working remotely; the University will expect supervisors to apply reasonable adjustments in expectations in relation to work during the Spring-Summer 2020 COVID-19 Emergent Period.



Northeastern Illinois University

4/29/2020
Date



University Professionals of Illinois

4/29/2020
Date