

MEMORANDUM OF UNDERSTANDING FALL 2020 SEMESTER

This Memorandum of Understanding for Fall 2020 Semester ("MOU-FA20") between Columbia College Chicago ("College") and the Columbia College Faculty Union ("CFAC") pertains to the extraordinary circumstances caused by the SARS-CoV-2 viral pandemic ("Pandemic"). The parties acknowledge that the Pandemic is a dynamic situation that may require additional bargaining and the parties agree to confer as needed.

In March 2020, in response to shelter-in-place orders issued by the City of Chicago and the State of Illinois, the College transitioned all in-person classes to remote instruction for the remainder of the Spring 2020 Semester. The City and State have since issued phased reopening plans that allow faculty, staff, and students to return to campus under specific conditions.

1. Unless temporarily modified by this MOU-FA20, all terms of the parties' current collective bargaining agreement ("CBA") remain in full force and effect, including without limitation the provisions regarding academic freedom, management rights, and discipline. The parties reserve all of their respective rights; this MOU-FA20 does not create any new rights or alter any existing rights.
2. The parties acknowledge that as Unit Members prepare to perform their instructional duties via remote instruction, there may be a need for resources and support (e.g., Zoom access will continue), and the parties agree to confer about other needs for resources and support should they emerge.
3. The parties acknowledge that the use of remote instruction in response to the Pandemic does not set precedent for future utilization of remote course delivery.
4. Unit Members are expected to take all reasonable steps to deliver hybrid/remote instruction, as needed.
5. If Unit Members post or distribute materials that they have created, irrespective of the mode of instruction, during the period of remote or online instruction during the Covid-19 pandemic until return to normal instruction, they retain all intellectual property rights they have to such material.
6. Unit Members shall take reasonable precautions to protect student data and other protected information. The College will hold Unit Members harmless for data breaches that occur beyond the Unit Member's control, where the Unit Member has taken reasonable steps to protect the information and is using equipment not issued by the College.
7. Unit Members who conduct their classes via remote instruction, in whole or in part, will be paid at the applicable rate in the collective bargaining agreement.
8. All performance evaluations and student course evaluations for the Fall 2020 Session will be assessed within the context of the Pandemic. Contextualizing faculty evaluation means acknowledging that instructors are developing new modes of pedagogy, new classroom structures, and refining their practices. It means paying attention to the substance of teaching and learning, even when technological hurdles create challenges. Evaluators will account for the fact that: instructors may be experimenting with

new techniques or technology; students may demonstrate engagement and growth differently than in previous semesters; the scope of some experiences, projects, and expectations may need to be adjusted, and the need for such adjustment may not be clear until the work is underway; and missteps with classroom technology does not make a session pedagogically unsound. The main function of performance evaluation is a collaborative discussion of teaching and learning, oriented toward development. Accordingly, while it will be part of the Unit Member's record of performance, a Fall 2020 performance evaluation or student course evaluation will not be the sole basis for a subsequent remediation or other pedagogical decision. To illustrate (without limitation), the Fall 2020 evaluations would only be used in concert with other documented and similar performance issues, for example:

- i. A Unit Member receives feedback about their performance based on their fall evaluation and, in a subsequent term, there is evidence that the instructor did not sufficiently improve.
- ii. A Unit Member has had a recent (within the last four semesters), documented pedagogical issue that recurs in the fall and is not excused contextually as noted above.

Provided, however, that if a Fall 2020 performance evaluation or student course evaluation indicates a violation of College policy, gives rise to any legal obligation on the part of the College, or indicates misconduct that could lead to discipline, nothing in this MOU-FA20 limits the College from acting based on the evaluation.

9. If Unit Members become ill, the College will handle recommendations for substitutes consistent with the applicable provisions of the CBA. Wherever possible, Unit Members should arrange appropriate alternative means of delivering content to advance the course curriculum consistent with the applicable provisions of the CBA. If a Unit Member is required to be in quarantine or self-isolation by a medical professional, or in keeping with CDC guidelines, the College will allow the Unit Member to work remotely during the two-week quarantine/isolation period.
10. A Unit Member who, because of COVID-19, becomes too sick to continue teaching a course and has conducted at least one-half of the scheduled number of sessions will be paid for the balance of the Fall 2020 Session. Unit Members may be required to provide documentation from their medical provider.
11. Any Unit Member who successfully completes the online training course entitled "Teaching Online at Columbia College Chicago" shall receive a one-time fee of \$500.00. If a Unit Member by virtue of seniority has been assigned an online course that is asynchronous and requires online training, they shall be afforded the opportunity to enroll in the online training.
12. The College agrees that for the Fall 2020 Session, the following will apply to Chair access of Unit Member Canvas course sites:
 - a. The College agrees that it will not grant "teacher level" access to Canvas course sites beyond those College employees who already enjoy such access: the instructor of record for the course, the Chair of the Department in which the course is taught, and Academic Technology administrators.

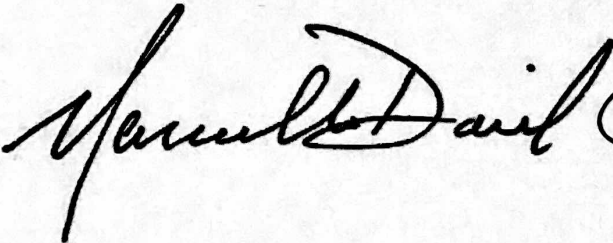

- b. Chairs shall not make changes to course material posted by faculty on Canvas course sites without written consent from the instructor of record.
- c. Chairs shall respect the intellectual property rights of the instructor of record. If, as result of any College employee other than the instructor of record having access to a Canvas course site, the intellectual property of a faculty member is used without authorization, the College commits to work with the faculty member and the Union to attempt to resolve the issue.
- d. As a method of classroom observation as part of the existing performance evaluation process, Chairs (and/or their designees) may monitor live or recorded class meetings or other faculty/student interactions carried out over Zoom or similar video conference software with advance notice to and coordination with the instructor of record.
- e. Chairs shall not use access to Canvas course sites to monitor faculty email communications with students.

While Chairs will not use their access to Canvas course sites to otherwise surveil Unit Members teaching activities or to initiate disciplinary investigations or disciplinary action, nothing in this MOU-SS precludes the College from fulfilling its legal obligation to investigate and address reports of misconduct, including under Title IX.

- 13. The College will require all people on college property to wear face coverings, including at all times in classrooms, shared workspaces, and common areas. The College will also require all people on college property to observe physical distancing of at least six feet, wherever possible. The College will comply with the applicable guidelines for reopening (and remaining open) established by the State of Illinois and the City of Chicago.
- 14. Where possible, the College will designate all lobby doors with entrance-only or exit-only options. College will place spacing markers in lobbies and circulation-flow markers in high-traffic areas. The College reserves the right to alter or re-designate signage as necessary.
- 15. In buildings with multiple stairways and where possible, the College will designate stairwells as up-only or down-only (except in the event of building emergencies). The College reserves the right to alter or re-designate signage as necessary.
- 16. The College will operate elevators at reduced capacity. Maximum capacity will be posted by each elevator bank. For most elevators, except for a few newer, larger elevators on campus, this will mean no more than four riders, one in each corner, wearing face coverings.
- 17. The College warrants that it has inspected and cleaned heating and cooling diffusers.
- 18. The College warrants that it has replaced the air filters on its HVAC systems as recommended by the Occupational Safety and Health Administration, and the filters are the highest efficiency rating possible for the respective systems.

19. The College shall provide a procedure for Unit Members to report violations of the College's health and safety rules and guidelines. Such reports may be made anonymously. Unit Members should contact Campus Security to address any immediate safety concerns or issues in the classroom.
20. Unit Members who report, in good faith, a violation of the College's health and safety rules and guidelines, will not suffer any adverse employment actions or retaliation because they made such a report.
21. All facilities, break rooms, lobbies, elevators, and restrooms will receive daily cleanings and disinfection according to CDC guidance. The College shall not require bargaining unit members to clean rooms or equipment. In rooms in which in-person work shall take place, the College shall clean daily with disinfectant approved by the EPA.
22. As indicated in the College's plan, cleaning crews will clean high-touch surfaces several times a day using a disinfection solution (up to four times daily if practicable).
23. Upon request, the College shall provide a face shield to a Unit Member teaching in-person. Face shields are to be worn in addition to face coverings.
24. The College shall provide hand sanitizing supplies throughout campus.
25. The College shall institute sanitizing protocols for the checkout and return of instructional equipment.
26. All classes shall be taught in classrooms that enable instructor and enrolled students to maintain six feet of distance. Both students and instructors shall wear face coverings at all times in classrooms, shared workspaces, and common areas.
27. The College has contracted to provide up to 75 COVID-19 tests per day, on certain published testing days, on a voluntary basis, for faculty, staff, and students who are asymptomatic for COVID-19 and are not a known close contact of a positive case. An individual may not be tested more than once each week.
28. The College contracted RAM Mechanical to assess the College's ventilation systems, as well as certain rooms identified by the College. The College provided the Union with a copy of the RAM assessment approving those rooms for in-person instruction, including rooms in which certain high-exertion activities (e.g., singing, dancing, etc., as identified by the College) will occur. The rooms in which those high-exertion activities are being conducted have also had Ultra-Violet Germicidal Irradiation (UVGI) installed in the applicable ventilation systems. If the College conducts additional room assessments, it will timely notify the Union which rooms are assessed and provide the Union copies of the assessment reports.
29. For courses with in-person instruction, the parties agree to the following:
 - a. For courses occurring in rooms that have been assessed and approved for use by RAM Mechanical (see above)—the vast majority of which also have UVGI—in-person instruction will be delivered as scheduled. The classroom list is attached as Appendix I. The modality for any course section scheduled in these rooms will not be changed. This paragraph does not set precedent for course instruction modality after the expiration of this MOU-FA20.

- b. Unit Members teaching courses in rooms listed on Appendix II, that were not assessed by RAM Mechanical will receive another opportunity to express a preference for fully remote instruction. The Provost will send notice of this opportunity to all eligible Unit Members with the designated deadline for responding. Timely requests for fully remote instruction for a course section listed in Appendix II will be honored. The list of courses shown in Appendix II does not set precedent for course instruction modality after the expiration of this MOU-FA20.
30. Eligible Unit Members are covered by the College's Emergency COVID-19 Childcare Leave policy. Details about the policy, and the leave request form, can be found at <https://columbiacollege.sharepoint.com/sites/hr/SitePages/Emergency-COVID-19-Childcare-Leave.aspx>.
31. The Union shall withdraw, with prejudice to the conduct alleged prior to executing this MOU, charge no 13-CA-266417, filed by the Union with the National Labor Relations Board.
32. The College shall not retaliate against any Unit Members for exercising rights provided under this MOU-FA20.
33. While the Fall 2020 Session safety provisions addressed above are relevant to the Spring 2021 Semester, the parties agree to continue negotiations regarding the Spring 2021 Semester.
34. This MOU-FA20 is effective for the Fall 2020 Semester, after which it will expire.

FOR THE COLLEGE 	FOR THE UNION 
Marcella David Senior Vice President and Provost Date: 10/06/2020	Diana Vallera CFAC President Date: 10/06/2020