
MOU #2: Reopening Fall 2020

Town Hall

Preamble

During the current health emergency brought on by the coronavirus (COVID-19) pandemic, UFF-FSU-GAU and the FSU Board of Trustees are committed to maintaining the productive and efficient operation of the University in a safe and healthy environment. State, federal, and international health organizations recommend social distancing as the most effective immediate response to this pandemic. This agreement acknowledges those recommendations. To this end, this memorandum of understanding provides clarification to terms and conditions of the UFF-FSU-GAU Collective Bargaining Agreement (Agreement) as a result of the emergency period. This MOU will automatically sunset on December 31, 2020. All provisions outlined that extend beyond this date will remain in effect.

The FSU Administration and UFF-FSU-GAU agree to have open discussions on the workplace modalities and changes during the COVID-19 pandemic, particularly in their impact to graduate assistants. These discussions may be informal in nature or may be subject to consultation as outlined in Article 25 of the Agreement.

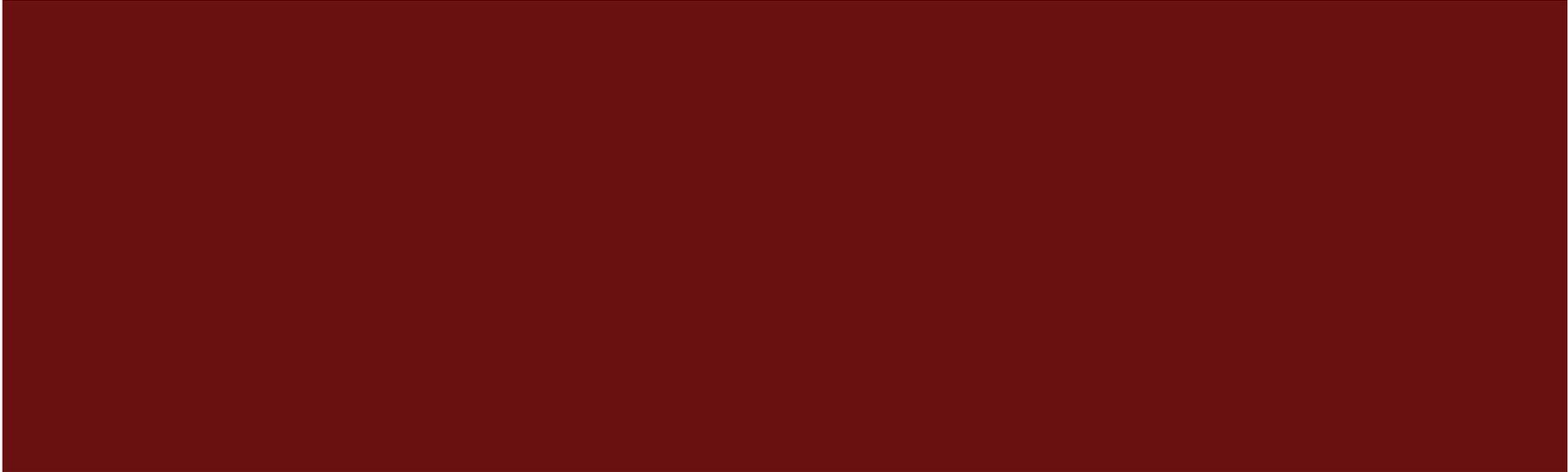
MOU automatically sunsets December 31st, 2020

Anything in it that's got specific time periods further than that is fine

This doesn't waive our right to demand FSU admin meet with us formally to go over COVID-19 workplace changes throughout the Fall semester



Intellectual Property



Article I

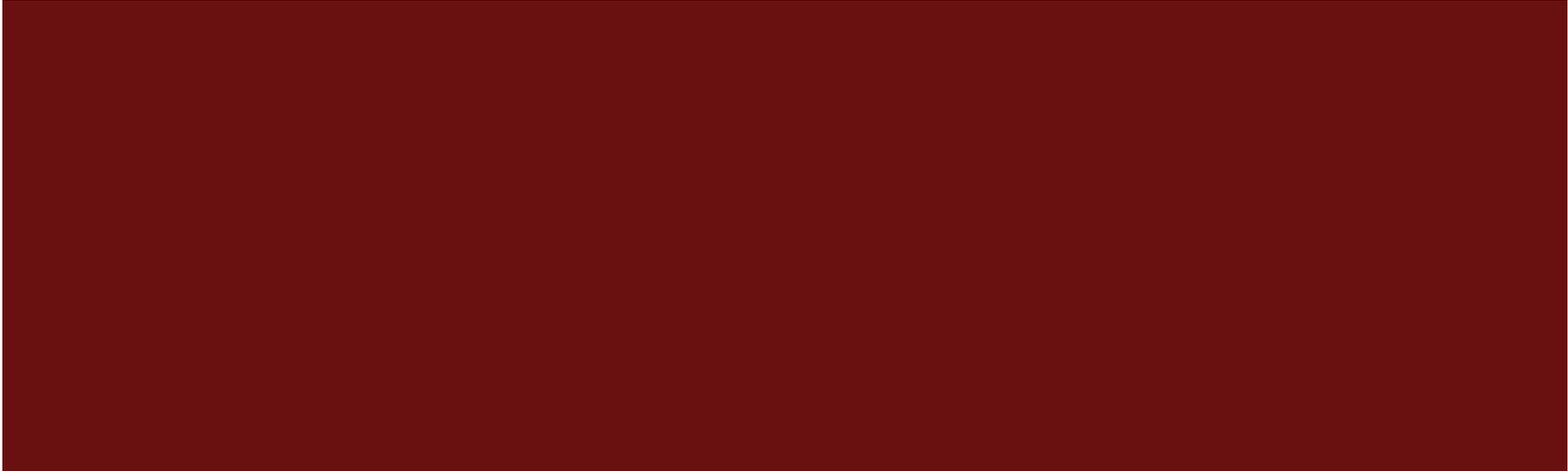
1. All course content and course delivery materials created as a result of a transition to online or hybrid instruction for the Fall 2020 semester will be treated like any other course content and course delivery materials created by a graduate assistant, pursuant to Article 9.1 in the Collective Bargaining Agreement and applicable law.

Article 9.1 Statement. The parties recognize the obligations under federal law, state law, and University policies and procedures pertaining to copyrights and patents as delineated in the 2008 Faculty Handbook: Section 6, Policies and Procedures; Patents and University Sponsored Educational Materials.

Article 9.1 of the CBA protects the intellectual copyright of materials you make for your classes
i.e., if you make a Reading Guide for the Symposium yourself, you own that material
This now applies to online/hybrid classes as well
i.e., if you make videos, recorded lectures, notes posted to Canvas, &c, all that is YOURS
AKA, you can take it with you if/when you leave FSU



Evaluation



Article 2

2. Considering the continued disruptions to teaching protocols, all ratings from student course evaluations for Fall 2020 will be excluded from consideration in the graduate assistant employment evaluation for that appointment period, unless the graduate assistant requests the ratings to be included. These provisions may also apply to any future terms subject to mandatory online delivery and/or socially distanced in-person delivery as a result of the COVID-19 emergency.

Student course evaluation cannot HURT you this semester (or last semester, per MOU #1)

They can HELP you, if you want them to

This applies to any future terms where online/hybrid courses happen during COVID-19
AKA, we don't have to renegotiate this one in the spring

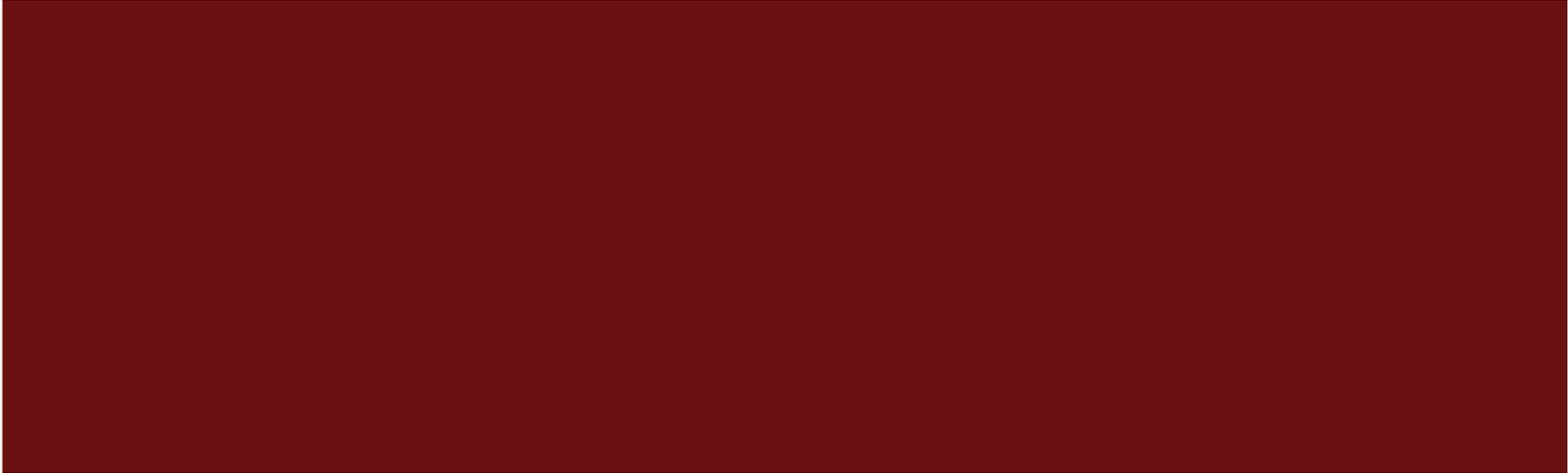
Article 3

3. The parties recognize that the impacts of COVID-19 health emergency are local (including but not limited to temporary closure or restricted access to university research facilities), national, and international in scope. Impacts to the graduate assistants' ability to conduct or present their scholarship, creative activities, or research, as a result of the COVID-19 emergency, shall not negatively affect their graduate assistant evaluations for the appointment periods during the COVID-19 emergency.

Lack of getting stuff **DONE** right now (like conferences, research, &c) can't count **AGAINST** your evaluations as a graduate **RESEARCHER** this year.

(Article 2 was on your role as an **INSTRUCTOR** and the **STUDENTS** evaluating you;
Article 3 is on your role as a **RESEARCHER** and **YOUR** supervisors' evaluations of you)

Campus Repopulation



Article 4

4. During the emergency period, graduate assistants may be permitted to work remotely, if approved by the supervisor, provided the assigned duties are able to be accomplished remotely.

You have to ask your supervisor, and they have right of refusal, but if it's possible they SHOULD approve you to work remotely
This is for ANYBODY, not just "high-risk" people. See Article 5 for THAT ->

Article 5

5. Graduate Assistants may request a temporary modification to any on-campus work assignment based on high-risk concerns. Modifications may include remote work if appropriate, but other modifications may include options for physical distancing, alternative work locations, reassignment, modified or flexible schedules.

“High risk concerns” --not just yourself having a pre-existing/high risk condition for COVID, but also living with/caring for someone who does--can help you get reassigned to remote work OR other modifications

“Modifications” might be something like a rotary schedule for you and an office mate so you’re never in there at the same time; moving you to a bigger classroom, &c.

Article 6

6. Given the uncertainty arising from COVID-19, it is possible that assigned activities for Spring 2021 may change. On or before December 5th, 2020, the University shall communicate to graduate assistants anticipated plans for teaching modalities and other plans that may impact graduate assistants' employment for Spring 2021. These plans are subject to change due to outside circumstances after this date, and the University shall communicate changes to graduate assistants as soon as possible.

The University is going to tell us what they're planning for Spring 2021 by December 5th
This MIGHT CHANGE--ie, they might plan on doing it in person but then there's a huge
Christmas spike in cases so they switch back to remote
They're going to tell us if their plans change ASAP

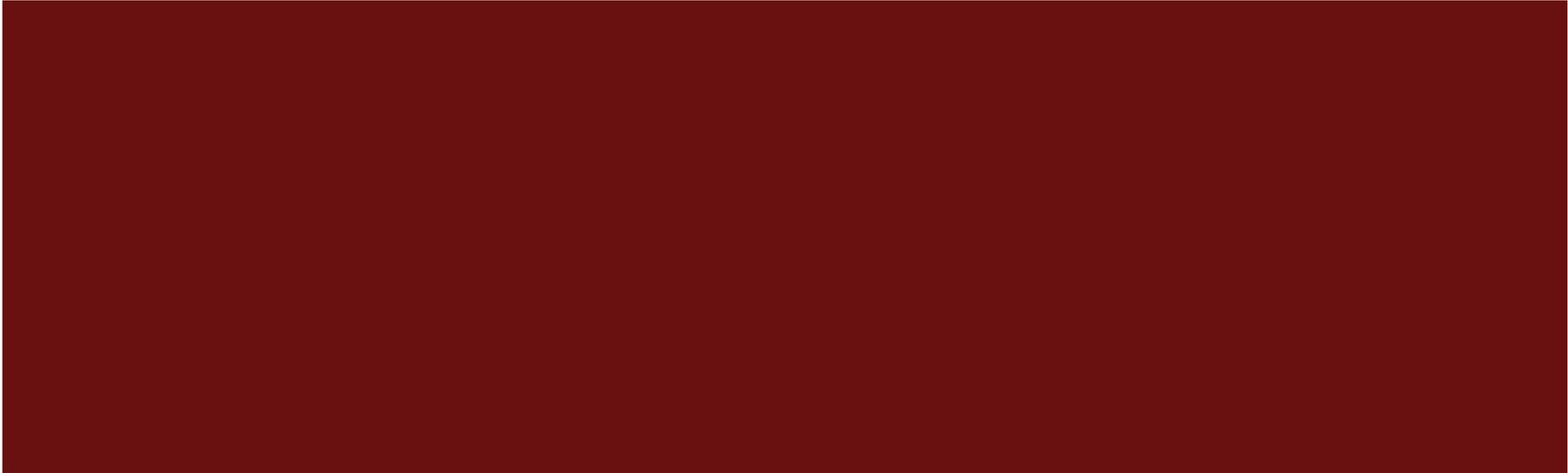
Article 7

7. Regardless of whether they are required to physically report to campus for duty on any particular day, graduate assistants who are permitted to be on campus by the University guidelines for students may be provided access to their offices and, if applicable and feasible, laboratories and other facilities necessary for the conduct of their research, consistent with University policy, unless the individual graduate assistant is currently required to self-quarantine or self-isolate. Should it become necessary to restrict access to campus facilities, the University shall provide notice to graduate assistants as soon as practicable. If such restriction is enacted, graduate assistants must refrain from coming to campus.

Your offices have to be available to you unless a) YOU have to self-isolate/quarantine, or b) the whole building gets shut down from COVID

Your labs, &c have to be available to you unless a) & b) from above, but with the additional restriction that you might have to do rotations or something in labs to keep the number of people in it at one time down

Safety Protocols



Article 8

8. Graduate assistants will make a reasonable and good faith effort to notify students of University policies on social distancing and face-coverings. Graduate Assistants have the right to ask a student not complying with social distancing or face-covering policies to leave a particular class. Graduate assistants have the right to end a class session due to safety concerns with a student(s) not following health and safety protocols after being directed to comply. Graduate Assistants will not be penalized for these actions.

Tell your students to cover up and social distance

You can tell a student who is not masking-up and social distancing to get out

You can END a class if the student refuses to comply

You won't be penalized for doing this

Article 9

9. The University is making its best efforts to mitigate the spread of COVID-19 and provide a safer and healthier classroom. Graduate assistants will be encouraged to disinfect surfaces (including computers, mice/keyboards, and other devices/equipment) with which they engage before and after class. The university will provide appropriate disinfectant materials in each classroom. No graduate assistant shall be compelled to conduct class in a room that is not clean to any reasonable person and that does not have appropriate cleaning materials provided.

You have a responsibility to disinfect after yourself when you're in classrooms

The University has a responsibility to provide cleaning materials

If you notice the room doesn't look like it's been cleaned, you can adjourn class

Article 10

10. The graduate assistant's department will make available at least two reusable cloth face coverings to each graduate assistant who is on campus during this period. It is the responsibility of the graduate assistant to ensure safety measures with regard to use of the face covering, including but not limited to frequently washing and cleaning the face covering. The PPE and cleaning supplies needed may vary depending on the work assignment; reasonable requests by graduate assistants for additional PPE and/or cleaning supplies based on the specific circumstances of their work assignments shall not be denied.

Your department must provide you with 2 reusable face masks if you have to be on campus

If your job requires it (lab spaces, &c) you can demand additional PPE

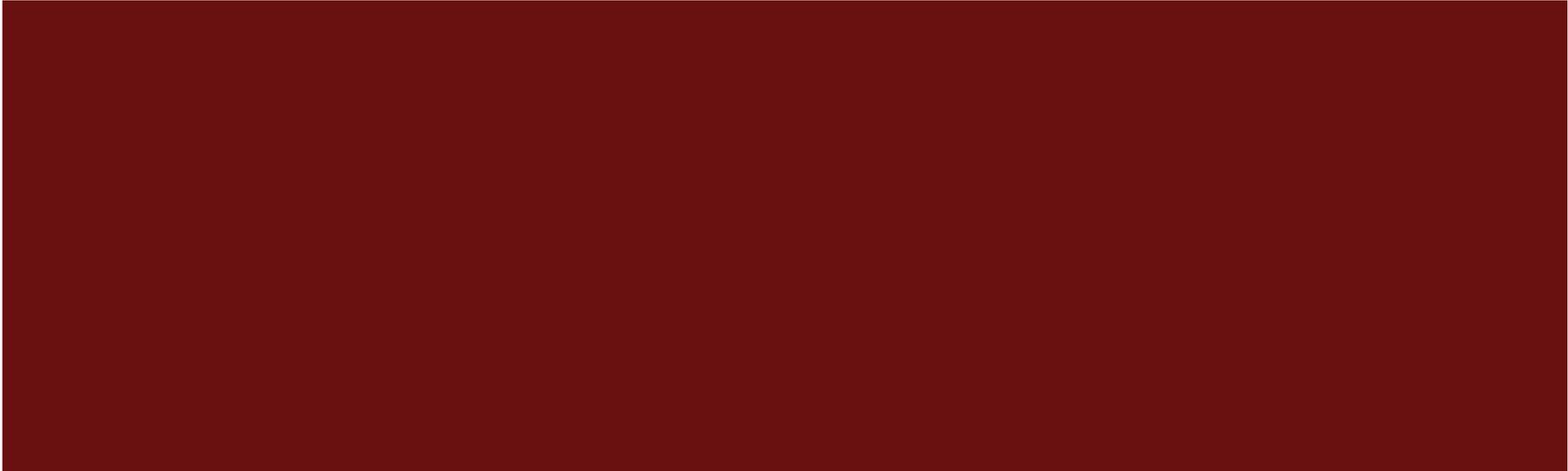
Article 11

11. The University will make a reasonable and good faith effort to mitigate the spread of COVID-19 by cleaning and disinfecting graduate assistant workspaces located in common or public areas in accordance with the most recent guidelines provided by the Center for Disease Control (CDC) for Cleaning and Disinfection of Community Facilities and the CDC/EPA guidance for cleaning and disinfection in higher education. Custodians will not enter private offices (including offices occupied by more than one person) to remove trash or clean and disinfect. Cleaning and disinfection can be specifically requested by the occupant(s).

FSU has to clean everything real good

But custodians won't enter private offices unless you request it (specifically to minimize spread/contact)

Continuity of Employment



Article 12

12. In accordance with Article 2.4 (A), an appointment can be curtailed, diminished or terminated for documented circumstances. However, given the emergency period related to COVID-19, the University will not consider Article 2.4 (A) (2) “Failure of the employee, in the judgment of the University, to maintain satisfactory student status or to make appropriate progress toward the degree” as a valid reason for termination, or as a valid reason not to reappoint the graduate assistant for Fall 2020 or Spring 2021, if it is a direct result of the COVID-19 emergency period in Spring 2020 or Fall 2020, respectively.

FSU will NOT fire you OR not reappoint you for failure to make progress in your degree right now (if you fail to make progress because of COVID)

Article 13

13. As outlined in the previous MOU, the University shall commit not to terminate any international graduate assistant for any performance related reason for the duration of the health emergency period. For this specific purpose, the parties agree that Article 2.4 A (1) “continued failure, in the judgement of the University, to perform duties, including a failure to report to work” and Article 2.4 (A) (2) “Failure of the employee, in the judgement of the University, to maintain satisfactory student status or to make appropriate progress toward the degree” shall be suspended as circumstances for termination for the duration of the health emergency period. No appointment shall create any right, interest, or expectancy in any other appointment beyond its specific term. Additionally, the University commits to provide all possible assistance to international graduate assistants in navigating changes to travel rules, immigration restrictions, visa requirements, and other factors impacting their eligibility to work in the U.S., as a result of the COVID-19 emergency.

International students will not be fired/non-reappointed for failure to make progress towards their degree

ALSO, they won't be fired/non-reappointed for failure to report to work/perform duties
FSU will “provide all possible assistance” on navigating visa/immigration/&c. bs

Article 14

14. The parties recognize that the COVID-19 pandemic has created circumstances that have negatively impacted graduate assistants' progress towards their degrees. In recognition of these circumstances, any graduate assistant employed by the University on March 1st, 2020 may submit a request for an extension of their funding timeline. Extensions of the funding timeline for the 2021-2022 academic year must be requested no later than November 15, 2020. Extensions of the funding timeline for the 2022-2023 academic year or beyond, must be requested no later than November 15, 2021. The request for the extension shall be supported with information on the progress toward degree completion and the need to respond to the impact on the completion timeline. Each request will be reviewed on a case-by-case basis and must be approved by their Department Head. Where practicable all requests for funding extensions within a department shall be given priority over new graduate assistants' appointments in the department. No more than one such extension shall be given to any qualifying graduate assistant. Within 30 days of the deadline, the Department Head shall reply to the graduate assistant in writing with a decision. If the request is denied, the Department Head will reply with a justification for denying the appeal. Within 45 days of receiving a decision to deny the extension request, a graduate assistant may appeal the decision to their Academic Dean. Within 30 days of receiving the appeal, the Academic Dean shall review the appeal and provide a written response either upholding the denial or approving the extension request. The decision of the Academic Dean shall be final.

Additional appointments as a result of approved extensions may be terminated for documented circumstances, in accordance with Article 2 of the Agreement. Graduate Assistants shall not be penalized for submitting a request for an extension. The Graduate School shall publicize this provision.

Article 14 (con't)

14. The parties recognize that the COVID-19 pandemic has created circumstances that have negatively impacted graduate assistants' progress towards their degrees. In recognition of these circumstances, any graduate assistant employed by the University on March 1st, 2020 may submit a request for an extension of their funding timeline. Extensions of the funding timeline for the 2021-2022 academic year must be requested no later than November 15, 2020. Extensions of the funding timeline for the 2022-2023 academic year or beyond, must be requested no later than November 15, 2021. The request for the extension shall be supported with information on the progress toward degree completion and the need to respond to the impact on the completion timeline.

IF you were a GA Spring 2020, there are TWO chances to apply for a ONE year extension of funding

- 1) November 15, 2020: Apply for 2021-2022 funding extension
- 2) November 15, 2021: Apply for 2022-2023 funding extension

Application ONLY has to include information on how much further you have to go on your degree/how much more time that means you need

Article 14 (con't)

Each request will be reviewed on a case-by-case basis and must be approved by their Department Head. Where practicable all requests for funding extensions within a department shall be given priority over new graduate assistants' appointments in the department. No more than one such extension shall be given to any qualifying graduate assistant. Within 30 days of the deadline, the Department Head shall reply to the graduate assistant in writing with a decision. If the request is denied, the Department Head will reply with a justification for denying the appeal. Within 45 days of receiving a decision to deny the extension request, a graduate assistant may appeal the decision to their Academic Dean. Within 30 days of receiving the appeal, the Academic Dean shall review the appeal and provide a written response either upholding the denial or approving the extension request. The decision of the Academic Dean shall be final.

You only get ONE extension (but if denied in 2020, can apply again in 2021)
Apply FIRST to Department Head; if denied, can appeal to Academic Dean
Department Head must tell you IN WRITING why you were denied (Dean does not)
Your department has to fund CURRENT GAs FIRST, BEFORE funding NEW GAs

Article 14 (con't)

Additional appointments as a result of approved extensions may be terminated for documented circumstances, in accordance with Article 2 of the Agreement. Graduate Assistants shall not be penalized for submitting a request for an extension. The Graduate School shall publicize this provision.

They can still fire you for all the reasons outlined in CBA

You can't be penalized for submitting an extension

They gotta TELL everybody about this (GAU will do our best to help with this)



Leave and Childcare



Article 15

15. Eligible graduate assistants may be provided up to 80 hours of Emergency Paid Sick Leave in accordance with the Families First Coronavirus Response Act. If a graduate assistant is ineligible for Emergency Paid Sick Leave, the graduate assistant may utilize the provisions under Article 10.

You have an extra 80 hours (4 weeks) of PAID sick leave from usual to utilize
You can use this not only if YOU come down with COVID-19 (or just generally get sick)
but also if someone in your family/home/that you care for gets sick.

Article 16

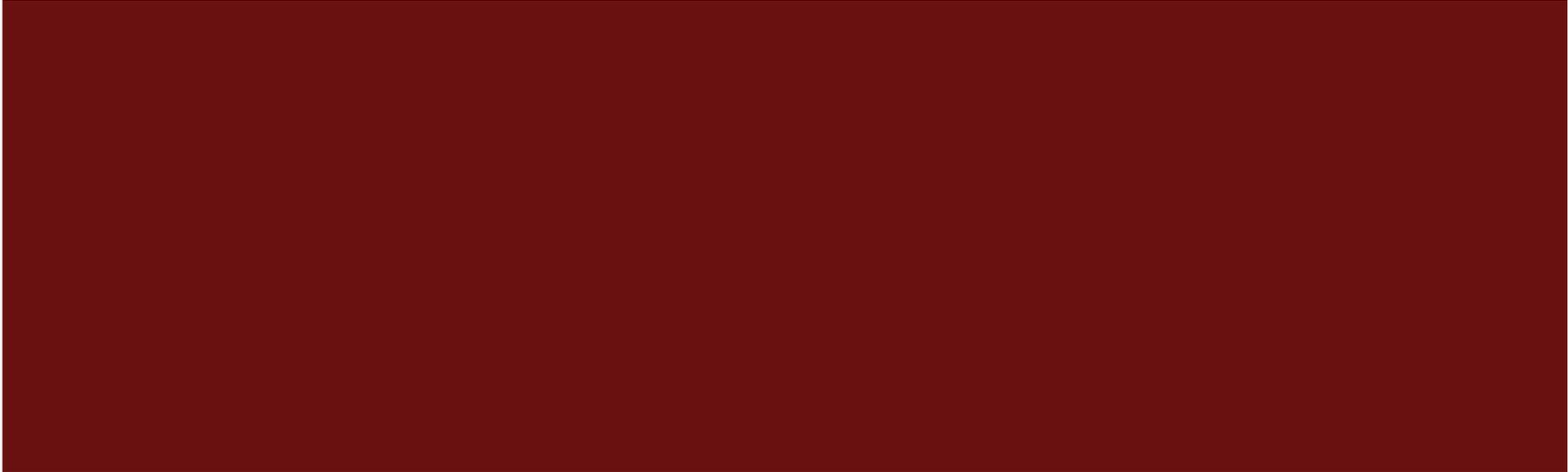
16. Due to the uncertain and changing nature of childcare options, the University recognizes the need to balance personal/family needs with work obligations. All graduate assistants working remotely should work with their supervisors to establish a schedule so that they may meet their work obligations and their personal/family obligations. Graduate assistants shall not be penalized for requesting personal/family accommodations.

Ask your supervisor to accommodate your work hours to fit with your kids'/dependents' schedules

You cannot be penalized for asking for this accommodation
(If you're being given a hard time about this, you come to us)



Housing

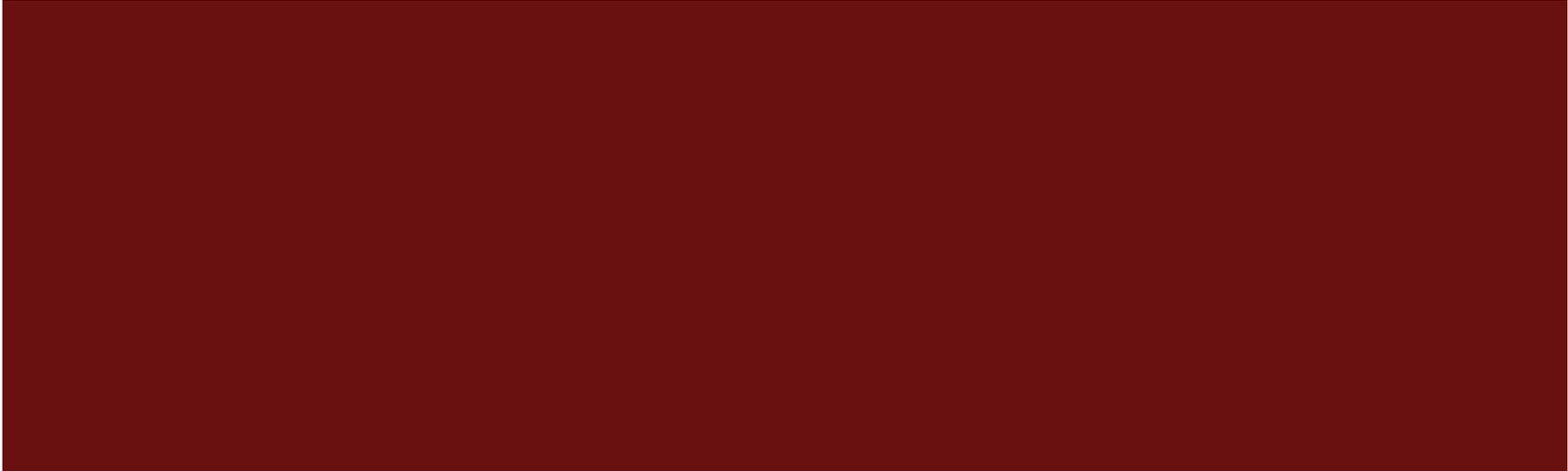


Article 17

17. Graduate assistants in University Housing that are appointed for the Fall 2020 semester shall not have their appointments curtailed or terminated due to changes in the presence of students on campus or in university housing. Graduate assistants who ordinarily have University-provided housing as part of their compensation, as outlined in the FSU-UFF-GAU Compensation Package for Assistant Coordinators MOU, shall continue to be offered housing. If the University cannot provide housing, these graduate assistants shall receive additional financial compensation to ensure total compensation is equivalent to the total value of their original appointment offer.

Housing GAs--GAs who are paid in part through being given university housing on-campus--will be allowed to stay in their homes even if the undergrads are all sent home. If for some reason the dorms have to be COMPLETELY shuttered and the housing GAs kicked out, they'll be given cash compensation for their loss of housing.

Financial Equity



Article 18

18. Due to travel restrictions and other difficulties arising from the COVID-19 pandemic that may interfere with normal timelines for establishing Florida residency, the University will provide adjustments for out-of-state tuition in the 2021-2022 academic year for any domestic out-of-state graduate assistant whose employment begins in the 2020-2021 academic year and were unable to establish Florida Residency within one year of their initial appointment as a direct result of the COVID-19 emergency. Such graduate assistants may be required to provide documentation of non-residence in Florida as of August 23, 2020 to be eligible for an out-of-state tuition adjustment.

Domestic out-of-state graduate assistants who had begun the process of establishing residency in 2019-2020, but for whom the process was interrupted due to the COVID-19 emergency, may request an adjustment for out-of-state tuition in the 2020-2021 academic year, to be reviewed by the University on a case-by-case basis. Such graduate assistants may be required to provide documentation that their non-residency as of March 30, 2020 was due to the COVID-19 emergency.

Article 18 (con't)

18. Due to travel restrictions and other difficulties arising from the COVID-19 pandemic that may interfere with normal timelines for establishing Florida residency, the University will provide adjustments for out-of-state tuition in the 2021-2022 academic year for any domestic out-of-state graduate assistant whose employment begins in the 2020-2021 academic year and were unable to establish Florida Residency within one year of their initial appointment as a direct result of the COVID-19 emergency. Such graduate assistants may be required to provide documentation of non-residence in Florida as of August 23, 2020 to be eligible for an out-of-state tuition adjustment.

Domestic GAs who were first-years 2020-2021 do NOT have to establish residency THIS YEAR

FSU will adjust their out-of-state tuition for NEXT year (2021-2022) so they aren't forced to move to Tallahassee to start their residency during a pandemic/while we're remote

They do NOT have to prove they didn't move to Florida BECAUSE of COVID-19; merely that they did not move to Florida OR that they couldn't get the proper paperwork filed

(i.e., if you moved here and just forgot to file the paperwork, this doesn't cover you)

(but if you moved here and the DMV was closed in June, July, & August, you're good)

Article 18 (con't)

Domestic out-of-state graduate assistants who had begun the process of establishing residency in 2019-2020, but for whom the process was interrupted due to the COVID-19 emergency, may request an adjustment for out-of-state tuition in the 2020-2021 academic year, to be reviewed by the University on a case-by-case basis. Such graduate assistants may be required to provide documentation that their non-residency as of March 30, 2020 was due to the COVID-19 emergency.

Domestic GAs who were first-years 2019-2020 and INTERRUPTED their residency because of COVID-19 can get their out-of-state tuition adjusted for 2020-2021

This one you DO have to prove was because of COVID

(I moved back to my parents' in Wyoming during spring break should count)

This one is NOT guaranteed like the previous one

Again, you are not covered if you just forgot to start your paperwork on time last summer

Miscellaneous Provisions



Article 19

19. All workload limitations of the CBA remain in effect. There shall be no adverse employment or evaluative action arising from graduate assistants maintaining their appointed FTE, regardless of the amount of work required by the transition to online instruction or other disruptions to ordinary work assignments.

Your supervisor **CANNOT** force you to work on **AVERAGE** (over the course of a semester) more than you are appointed for

.5FTE = 20 hours per week

.25FTE = 10 hours per week

Article 20

20. The University shall publicize these provisions directly to the bargaining unit via e-mail. The University shall also publicize these provisions to all departments employing graduate assistants.

FSU gotta tell:

YOU all, via email

Your DEPARTMENTS AS WELL

(This will NOT cut down on department heads being uninformed, but one can dream)

Article 21

21. Upon request, the UFF-FSU-GAU President will appoint up to three (3) employees to meet with up to three (3) FSU administration regularly for updates on COVID-19 impacts.

They gotta talk to us if we ask them to

Article 22

22. The impacts of COVID-19 on the University community are changing constantly. Nothing in this memorandum shall be construed as a waiver of the University's right to implement measures pursuant to directives from appropriate state and/or federal authorities or that the University otherwise deems essential to protecting the health and safety of students, faculty, and staff. Nothing in this memorandum shall be construed as a waiver of the University's obligation to engage in bargaining over the impacts of such decisions upon request by UFF-FSU-GAU.

FSU can change stuff at anytime to keep us "safe"
But we can demand to bargain with them anytime they change anything

Registration & Voting

- You must REGISTER to vote!
 - You should have an email from both US and FSU with the registration link
 - <https://www.fsugau.org/mou-ratification> << That's the link
 - Registration is 9/29-10/6
-
- VOTING opens 10/7-10/9
 - If you REGISTERED you will receive an EMAIL instructing you on how to vote
 - We suggest you vote “Yes” but it is a secret ballot so you do you

Questions?

Comments?

Compliments?