

MEMORANDUM OF UNDERSTANDING: COVID-19 HEALTH EMERGENCY

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.

Intellectual Property

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.

Evaluation

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.

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.

Campus Repopulation

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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.

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.

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.

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.

Safety Protocols

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.

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.

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,

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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.

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 Facilities¹ and the CDC/EPA guidance for cleaning and disinfection in higher education.² 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).

Continuity of Employment

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.

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.

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

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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.

Leave and Childcare

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.

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.

Housing

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.

Financial Equity

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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.

Miscellaneous Provisions

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.

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.

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.

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.

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