

MEMORANDUM OF UNDERSTANDING: COVID-19 HEALTH SITUATION

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. To this end, this memorandum of understanding provides clarifications to terms and conditions of the UFF-FSU-GAU Collective Bargaining Agreement. The parties agree that the terms and conditions outlined herein are effective as of August 23, 2021 and will sunset effective December 31, 2021, unless the parties agree to extend them.

**Intellectual Property**

1. All course content and course delivery materials created for the Fall 2021 semester, regardless of in-person, online, or “flex” status 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 impacts of COVID-19 on management of the classroom, ratings from student course evaluations for Fall 2021 may be excluded from consideration in the graduate assistant employment evaluation for that appointment period, if there is a concern the evaluations represent dissatisfaction with COVID-19 related issues.

3. The parties recognize that the impacts of COVID-19 health situation are local (including but not limited to temporary closure or restricted access to university research facilities), national, and international in scope. Documented impacts to the graduate assistants' ability to conduct or present their scholarship, creative activities, or research, as a direct result of the COVID-19 situation, shall not negatively affect their graduate assistant evaluations for the appointment periods during the COVID-19 situation. If feasible, graduate assistants should work with their faculty advisors on alternate locations to conduct research, if planned research locations are affected by COVID-19 outbreaks or travel restrictions.

**Campus Repopulation**

4. Graduate Assistants may be assigned on-campus responsibilities, which include face-to-face instruction, and would be required to report to campus for these assignments. If a graduate assistant is assigned an online class, they may perform these duties remotely if approved by the supervisor but may be required to report to campus for other portions of their assignment.

5. Graduate assistants with a disability-related (or pregnancy-related) need may submit a request for workplace modifications and will be evaluated through the University’s Americans With Disabilities Reasonable Accommodation Process. This process is available to help mitigate or eliminate the impact of disabilities in the workplace. Accommodations may include telework, a Antonetta B...

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if appropriate, but other modifications may include but are not limited to: options for physical distancing, alternative work locations, reassignment, and/or modified or flexible schedules. In evaluating the request, HR will request medical documentation. HR will work with the graduate assistant and their department to determine a reasonable accommodation.

6. The University’s telecommuting policy (Alternate Work Location Agreement policy) generally does not apply to graduate assistants whose job duties do not require them to be on campus full time during normal business hours (8:00 am to 5:00 pm).

7. Individual graduate assistants teaching, leading labs, or otherwise supervising face-to-face activities may request students engage in a Covid-19 risk mitigation plan, which may include but is not limited to: face coverings (including but not limited to masks, face shields, &c.), social distancing, vaccinations, voluntary COVID testing, or use of daily wellness check, for students in their classes or office hours. If a student chooses not to wear a face covering or volunteers additional information about their mitigation plan, a graduate assistant may request social distancing in a one-on-one meeting (ie, office hours), hold the meeting outside, or ask that the student complete the daily wellness check .

Individual departments are not limited to the above proposal, and may request from the University to be allowed to require stronger or more specific health and safety protocols than the above, in accordance with their particular departmental health and safety needs.

8. Given the uncertainty arising from COVID-19, it is possible that assigned activities for Spring 2022 may change. Such changes shall be communicated to graduate assistants no later than December 5th, 2021.

9. 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 shall have access to their offices and, if applicable, laboratories and other facilities necessary for the conduct of their research, consistent with campus safety policy, unless the individual graduate assistant is required to self-quarantine. Should it become necessary to further 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**

10. Graduate assistants will make a reasonable and good faith effort to ensure students are aware of University safety policies. Graduate assistants may address any safety infractions as described in Article 18.3 . Graduate assistants have the right to end a class session when the instruction space becomes unsafe due to violations of University safety policies and should notify their supervisor and the Student Conduct Office if they do. A student choosing not to wear a mask is not by itself considered a University safety policy violation.

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11. 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.

12. 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.

13. 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).

**Continuity of Employment**

14. In accordance with Article 2.4 (A), an appointment for a graduate assistant (international or domestic) can be curtailed, diminished or terminated for documented circumstances. However, given the health situation related to COVID-19, the University will not consider 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 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 Spring 2022, if it is a direct result of a graduate assistant’s personal illness or an illness of their family member for which they are a caretaker.

15. 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 health situation.

**Leave and Childcare**

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16 . If a graduate assistant is required to quarantine or isolate under the official direction of the Florida Department of Health or Secure Assessment for FSU Exposure Response (SAFER) Team, the GA may telework for the duration of the quarantine/isolation period if their position is conducive to telework and the supervisor approves. If telework is unavailable, or if the graduate assistant cannot work because they don't feel well, the employee may be excused from assigned duties without academic or professional reprisal or loss of pay under Article 10.1 for up to ten (10) workdays. .

If a graduate assistant's child/dependent is required to quarantine or isolate from school or daycare, the graduate assistant will be permitted to telework or work from home while providing care if telework is available and the employee has supervisory approval. This option may be repeated for separate occurrences, if approved by the supervisor. If telework is unavailable, the employee may be excused from assigned duties without academic or professional reprisal or loss of pay under Article 10.1 for up to ten (10) workdays.

**Housing**

17. Graduate assistants in University Housing that are appointed for the Fall 2021 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**

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 began 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 health situation. 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 2020-2021, but for whom the process was interrupted due to the COVID-19 health situation, may request an adjustment for out-of-state tuition in the 2021-2022 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, 2021 was due to the COVID-19 health situation.

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FSU shall commit to assist with identifying options for any individual GA who may have been unable to establish Florida Residency before the start of the 2021-2022 academic year as a direct result of the COVID-19 health situation.

**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. 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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10/5/2021 Date 10:08 AM EDT

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