

MEMORANDUM OF UNDERSTANDING (MOU) - ACADEMIC STANDARDS

between the

University of Minnesota and the United Electrical, Radio and Machine Workers of America, its affiliate UE Local 1105 (UMN GLU-UE)

The Graduate Labor Union-United Electrical, Local 1105, (GLU-UE) (hereinafter called "the Union"), represents certain graduate assistant employees at the University of Minnesota (hereinafter "the University"). The parties are negotiating a Collective Bargaining Agreement ("CBA"), which contains a Discipline and Discharge Article. The Union has sought to include procedures and requirements for academic performance improvement, which would allow represented graduate assistant employees to grieve academic evaluations and decisions insofar as they result in discipline or discharge from employment. The University maintains that academic matters such as this are non-mandatory subjects of bargaining and should neither be subject to the grievance process nor contained in the parties' CBA. However, the University agrees that the University, the represented graduate assistant employees, and other graduate students would benefit from processes to be used to receive, evaluate, and resolve student appeals of departmental and program recommendations for students who fail to meet minimum academic standards and are being or have been dismissed from their programs.

The University and the Union agree to the following:

1. Within the first sixteen (16) months following ratification of the CBA, the University shall publish procedures to be used to receive, evaluate, and resolve student appeals of departmental recommendations for students who fail to meet minimum academic standards and are being or have been dismissed from their programs.
2. During the process of establishing the procedures above, the University shall publicly post reports on the progress of this process and current status of these procedures each fall and spring semester.
3. Neither the published procedures nor the application of such procedures shall be subject to the CBA's grievance and arbitration processes.
4. The parties acknowledge that this Memorandum does not set a precedent for any other matters.
5. By offering and signing this Memorandum, the University does not in any way concede that such academic matters constitute mandatory subjects of bargaining.

This MOU will expire at the end of the contract period as enumerated in Article 33, Duration.