

May 7, 2020

Memorandum of Understanding

This Memorandum of Understanding is entered into by and between the University of South Florida Board of Trustees ("BOT"), and United Faculty of Florida/Graduate Assistants United ("UFF/GAU") as follows:

WHEREAS BOT and UFF/GAU have entered into impact bargaining at the request of UFF/GAU, to address proposals made by UFF/GAU to address certain measures taken by BOT to comply with Executive Orders issued by the Governor of the State of Florida related to COVID-19, as well as other directives, including the declaration of the Public Health Emergency by Florida's Surgeon General; and

WHEREAS, the parties are committed to maintaining a safe and healthy work environment for all bargaining unit employees and the efficient and productive operation of the University of South Florida ("University");

NOW Therefore, the parties agree as follows:

1. No Graduate Assistant with instructional assignments shall be required to physically report to campus for duty on any day on which their in-person classes are replaced by online delivery unless those classes are held as exceptions. In such circumstances, Graduate Assistants shall complete assigned duties remotely to the extent possible. If the BOT determines that duties cannot be completed remotely, the Graduate Assistants member shall advise their immediate supervisor and await assignment of alternative duties. No Graduate Assistant shall suffer professional consequences like disciplinary action, or loss of pay for not physically reporting to campus for duty on a day on which classes are replaced by online delivery unless the Graduate Assistant's assignment is for research or instructional work requiring in-person interaction held in accordance with prevailing federal/state/local/University requirements for social distancing.
2. Regardless of whether they report to campus for duty, Graduate Assistants may be given access to their offices and, if applicable, laboratories and other research facilities unless otherwise instructed not to do so in accordance with prevailing federal/state/local/University requirements. The conditions specified in paragraph number one (1) shall also apply.
3. Graduate Assistants shall begin efforts to transition to or assist in on-line instruction via Canvas and other online mediums if it is a part of their assignment. The BOT shall provide support and assistance available to all persons engaged in on-line instruction which is typically provided by the Office of Innovative Education. Graduate Assistants shall be required to post course materials no more than one week in advance of their expected date of use.

4. All property rights concerning ownership and rights over course materials shall continue to be governed by USF Regulation 12.003.
5. The parties acknowledge that remote instruction conducted in Spring 2020 was not necessarily the intended format for delivery of the course material. Accordingly, any assessments by students of course instruction are subject to the provision accorded University faculty, namely that the results of such assessments may be excluded from the instructor's evaluative materials for Spring 2020 and beyond, depending on the decision of the College in which the instructor (including Graduate Assistant) is employed. Further, those Colleges electing to retain the results of Spring 2020 student assessments of instruction have been directed to take into account the extraordinary circumstances due to the COVID-19 pandemic that may have adversely impacted instructional efforts. Even if student assessments of instruction are excluded from evaluative consideration, the University retains the right to counsel, though not sanction except in extreme cases, instructors regarding deficiencies in their performance that may be revealed in student assessments.
6. Graduate Assistants who report to campus for duty are expected to take reasonable steps<sup>1</sup> to keep their offices and other personal spaces sanitary. The BOT shall provide adequate cleaning supplies, including disinfecting wipes, hand sanitizer, and soap to the extent practicable given the likelihood of severe budgetary restraints and expected supply shortages of such supplies for the foreseeable future. Graduate Assistants shall not be required to clean or sanitize any common spaces (classrooms, mail rooms, etc.).
7. Notwithstanding any provision in the Collective Bargaining Agreement, Graduate Assistants shall be permitted to remotely fulfill office hours and attendance requirements for any departmental or other University committee meeting until such time that in-person operations are restored by the BOT. Defenses of theses and dissertations may be conducted via electronic platforms until such time that in-person operations are restored by the BOT. Afterwards, conducting thesis and dissertation defenses via electronic platform shall be subject to petition to the Office of Graduate Studies.
8. Graduate Assistants will not be expected to work above their contracted hours per week, and time used to learn remote teaching and other technologies is included within contractual hourly work.
9. The BOT will provide Graduate Assistants with assistance and instruction available through interaction with Students for Disability Services and other appropriate University ADA processes in how to properly accommodate students with disabilities online. Additional work hours caused by accommodating students with disabilities will be considered as within contracted work hours.
10. Graduate Assistants may be eligible for emergency paid sick leave as set forth in the Families First Coronavirus Response Act.

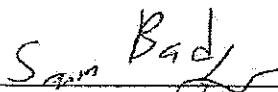
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<sup>1</sup> Such as those recommended by the CDC for routine cleaning and disinfections of households:  
<https://www.cdc.gov/coronavirus/2019-ncov/prepare/cleaning-disinfection.html>

11. The BOT will provide the same access, remote or in-person, to mental health services available to all graduate students.
12. Due to the major disruptions in the lives of Graduate Assistants caused by COVID-19, which may temporarily prevent or interrupt their scholarly productivity and achievements, an extension of time to degree requirements, if needed, may be requested through the Office of Graduate Studies (see <https://www.usf.edu/graduate-studies/documents/usf-graduate-studies-time-limit-extension-form-fillable.pdf>).
13. Any additional academic years provided in (12) shall be subject to normal funding considerations. That is, departments which limit Graduate Assistant positions to students of a specific status within their degree program shall not penalize Graduate Assistants for delays associated specifically with the COVID-19 pandemic.
14. In the event of budget cuts that cause termination of Graduate Assistants, the BOT shall ensure that the Graduate Assistant's department provides a letter specifying that the termination was due to COVID-19 unless there was otherwise just cause. This letter will be written, unless for just cause, in such a way as to ensure that the GA is eligible for emergency unemployment insurance as provided in H.R. 748, Title II (the "Relief for Workers Affected by Coronavirus Act"), Section 2102 – Pandemic Unemployment Assistance.
15. The impacts of COVID-19 are changing constantly. Nothing in this memorandum shall be construed as a waiver of the BOT's right to implement measures pursuant to directives from appropriate state, local, and/or federal authorities or that the BOT otherwise deem essential to protecting the health and safety of students, Graduate Assistants, and staff. Moreover, by entering into this Memorandum of Understanding, BOT does not waive its position that impact bargaining was not required over all of the subject matters contained in this Agreement.
16. The UFF/GAU will appoint up to three (3) bargaining unit employees to remotely meet with an appointed BOT administrative delegate upon request concerning COVID-19 updates.
17. This Memorandum of Understanding shall be effective upon ratification by both parties, and until the date the Surgeon General withdraws the declaration of the State of Emergency.

Dated this 11 day of May, 2020.

  
For: University of South Florida  
Board of Trustees

  
For: United Faculty of Florida/Graduate  
Assistants United

