

1 Memorandum of Understanding – Draft 5/5/2020
2 United Faculty of Florida -University of South Florida - Graduate Assistants United
3 and the University of South Florida Board of Trustees
4 Subject: COVID-19 Health Emergency

5 University of South Florida Graduate Assistants United and University of South Florida Board of Trustees
6 are committed to maintaining a productive and efficient operation of the University of South Florida in a
7 safe and healthy environment. The purpose of this memorandum is to implement recommendations of
8 the World Health Organization, United States Centers for Disease Control, and other measures aimed at
9 supporting the public health of University of South Florida, the State of Florida, the United States of
10 America, and the international community. Except as specifically provided below, the terms and
11 conditions outlined in this memorandum shall supersede any other University of South Florida practice
12 or policy until 60 days following the date the parties entered into this Memorandum, or until the State
13 of Emergency declared by the Governor in Executive Order No. 20-52 expires, whichever occurs last.

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- 15 1. No Graduate Assistant shall be required to physically report to campus for duty on any day on
16 which in-person classes are cancelled. Graduate Assistants shall complete assigned duties
17 remotely to the extent possible. If duties cannot be completed remotely, the Graduate Assistant
18 member shall advise their immediate supervisor and await assignment of alternative duties. No
19 Graduate Assistant shall suffer professional consequences like disciplinary action, or loss of pay
20 for not physically reporting to campus for duty on a day on which classes are cancelled.
 - 21 2. Regardless of whether they elect to report to campus for duty, Graduate Assistants shall have
22 access to their offices and, if applicable, laboratories and other research facilities.
 - 23 3. Graduate Assistants shall begin efforts to transition to remote instruction via Canvas and other
24 online mediums as soon as practicable. University of South Florida shall provide support and
25 assistance upon request of the Graduate Assistant member in making this transition. Graduate
26 Assistants shall be required to post course materials no more than one week in advance of their
27 expected date of use.
 - 28 4. Notwithstanding any provision of the Collective Bargaining Agreement or any other University of
29 South Florida or Canvas policy, the Graduate Assistant member shall maintain full ownership
30 and rights over all course materials moved by them to Canvas pursuant to this memorandum.
 - 31 5. The parties acknowledge that remote instruction conducted pursuant to this memorandum is
32 not necessarily the intended format for delivery of the course material, and therefore shall not
33 constitute evidence of poor performance nor be used in any other way to reflect negatively on a
34 Graduate Assistant's job performance, or to lead to or support adverse employment action
35 against the Graduate Assistant member.
 - 36 6. Graduate Assistants who elect to report to campus for duty are expected to take reasonable
37 steps¹ to keep their offices and other personal spaces sanitary. University of South Florida shall

¹ 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>

- 38 provide adequate cleaning supplies, including disinfecting wipes, hand sanitizer, and soap.
39 Graduate Assistants shall not be required to clean or sanitize any common spaces (classrooms,
40 mail rooms, etc.).
- 41 7. Notwithstanding any provision in the Collective Bargaining Agreement, Graduate Assistants shall
42 be permitted to remotely fulfill office hours and attendance requirements for any departmental
43 or other University of South Florida committee meeting. Defenses of theses and dissertations
44 may be conducted via electronic platforms.
- 45 8. Graduate Assistants will not be expected to work above their contracted hours per week, and
46 time used to learn remote teaching and other technologies is included within contractual hourly
47 work.
- 48 9. The University of South Florida will provide Graduate Assistants with assistance and instruction
49 in how to properly accommodate students with disabilities online. Additional work hours caused
50 by accommodating students with disabilities will either be compensated, or considered as
51 within contracted work hours.
- 52 10. Graduate Assistants who contract COVID-19, or who are caring for a person who has contracted
53 COVID-19, will have an additional 10 days of paid leave with a note from a medical professional
54 indicating a confirmed or suspected case of the disease. Use of paid leave due to COVID-19 shall
55 not reduce the amount of paid leave available for other forms of illness/injury, and vice versa.
56 This additional leave is in accordance with guidance provided by HR 6201 Division E (the
57 Emergency Paid Sick Leave Act), and is not intended to supplement nor to supplant provisions in
58 HR 6201, but rather to ensure that Graduate Assistants are covered by the law and that no
59 unforeseen loopholes may be exploited to deny paid sick leave to any Graduate Assistant.
- 60 11. The University of South Florida will guarantee access to psychiatry, talk therapy and other
61 counselling services remotely during the emergency.
- 62 12. Due to the major disruptions in the lives of Graduate Assistants caused by COVID-19, which may
63 temporarily prevent or interrupt their scholarly productivity and achievements, graduation
64 requirements will be extended by one academic year for all current graduate students. Graduate
65 students who begin work toward their degree in Summer and Fall of 2020 will have their
66 graduation requirements extended by two semesters and one semester, respectively.
- 67 13. The additional academic year provided in (12) shall be subject to normal funding considerations.
68 That is, departments which limit Graduate Assistant positions to students of a specific status
69 within their degree program shall not penalize GAs for delays associated with the COVID-19
70 pandemic.
- 71 14. The University of South Florida will provide refunds to GAs for fees associated with on-campus
72 resources, such as the BullRunner and Campus Recreation, which have been made inaccessible
73 to the majority of GAs due to the restriction of campus to “essential” personnel. These refunds
74 will be prorated based on the last day of in-person classes, March 13th. In addition, these fees
75 will be waived for the Summer and Fall 2020 semesters.
- 76 15. In the event of budget cuts that cause termination of Graduate Assistants, the University of
77 South Florida shall ensure that the Graduate Assistant’s department provides a letter specifying
78 that the termination was due to COVID-19. This letter will be written in such a way as to ensure

79 that the GA is eligible for emergency unemployment insurance as provided in H.R. 748, Title II
80 (the "Relief for Workers Affected by Coronavirus Act"), Section 2102 - Pandemic Unemployment
81 Assistance.

82 16. The impacts of COVID-19 on the University of South Florida community are changing constantly.
83 Nothing in this memorandum shall be construed as a waiver of the University of South Florida's
84 right to implement measures pursuant to directives from appropriate state and/or federal
85 authorities or that the University of South Florida otherwise deems essential to protecting the
86 health and safety of students, Graduate Assistants, and staff.

87 17. The UFF-USF-GAU executive will appoint up to three (3) employees to remotely meet with up to
88 three (3) USF administration monthly for updates on COVID-19 impacts.