

## 9-21-2020 Post-Caucus College Proposal

Memorandum of Understanding Between the  
United Faculty of Florida – Lake-Sumter State College  
and the Lake-Sumter State College District Board of Trustees  
**Subject: COVID-19 Health Emergency**

The United Faculty of Florida – Lake-Sumter State College (UFF-LSSC) and the Lake-Sumter State College District Board of Trustees are committed to maintaining a productive and efficient operation of Lake-Sumter State College (LSSC) in a safe and healthy environment during the COVID-19 Health Emergency.

### 1. INSTRUCTIONAL ASSIGNMENTS.

- A. In order to ensure the safety and health of faculty and students, courses will be offered across four modalities: face-to-face, hybrid, real-time online, and traditional online. LSSC will continue to provide support and training for remote instruction during the COVID-19 emergency. LSSC will not impose any quotas with regard to how many or what percentage of faculty members in a particular unit need to be on campus for the Fall 2020 semester.
- B. LSSC will provide at least four reusable cloth face coverings to each faculty member who is required to be on campus during this period.
- C. Faculty have the right to ask a non-compliant student to leave a particular class. Faculty also have the right to end a class session whenever they do not feel safe due to students not following classroom health and safety protocols. Faculty must report any such incidents to the appropriate authorities.
- D. Regardless of whether they elect to report to campus for duty, faculty shall have access to their offices and, if applicable, laboratories and other instructional support facilities, unless LSSC issues a contrary directive to close such access for safety or public interest reasons.
- E. LSSC is not responsible for costs associated with working at home, such as electrical utilities, internet access, voice/data line, computer hardware, heating, A/C, etc.
- F. Faculty who have a CDC-designated health condition that increases his or her vulnerability to COVID-19, who have responsibilities to care for someone who has such a CDC-designated health condition, or who is living with someone who has such a CDC-designated health condition, will be provided an accommodation alleviating him or her of the requirement to work in a non-remote setting for the Fall 2020 semester. Faculty members desiring an accommodation are required to submit a written accommodation request supported by medical certification.

### 2. EVALUATIONS

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The dedication, quality of work, number of work hours, academic rigor, and student learning outcomes expected of a telecommuting faculty are the same as if the faculty was performing his or her job duties and responsibilities at a College facility. In the event a faculty member does not satisfactorily perform assigned duties remotely, the College may take appropriate action.

### 3. CONTINUING CONTRACT

Faculty may request additional time to complete continuing contract requirements provided it does not exceed the amount specified in College Admin Pro. 5-15 and Rule 6A-14.0411, FA. Employment Contracts for Full-Time Faculty.

### 4. SANITATION.

Faculty who report to campus for duty are expected to take reasonable steps<sup>1</sup> to keep their offices, personal spaces, and other surfaces with which they engage (including computers, mice/keyboards, and other devices/equipment) sanitary. LSSC shall provide appropriate disinfectant materials in each classroom, including hand sanitizer, cleaning solution, and gloves. Faculty shall not be required to clean or sanitize any common spaces (classrooms, labs, etc.). No faculty will be compelled to conduct class in a room that is not clean or that does not have appropriate cleaning materials provided. Faculty should take precautions to ensure their health and safety in accordance with CDC guidelines.

### 5. REMOTE MEETINGS.

- A. Faculty who have an approved medical accommodation allowing remote work and who have been designated as providing entirely remote instruction will be given remote access to fulfill office hours and attendance requirements for any departmental or other LSSC committee meetings or workgroups. If a faculty member holds office hours in person on campus, he or she shall be provided access to a room large enough to place six feet between themselves and the student or students in which to hold office hours.
- B. Pre-fall term in-service days, scheduled for August 18-21, 2020, shall be held remotely when possible.
- C. October's annual LSSC Day of Service will not be held in-person. Faculty may elect to participate in online service opportunities if they are made available.
- D. Faculty shall not be required to attend the December 2020 commencement ceremonies in person if they have a medical accommodation allowing for remote work.

### 6. CONTINUING NEGOTIATIONS AND DISCUSSIONS.

The impacts of COVID-19 on the Lake-Sumter community are changing constantly. Nothing in this memorandum shall be construed as a waiver of LSSC's right to implement measures pursuant

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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>

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to directives from appropriate state, federal, and professional authorities or that the College 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 College's obligation to engage in bargaining over the impacts of such decisions upon request by UFF-LSSC to the extent required and allowed by law. Additionally, representatives of LSSC and UFF-LSSC agree to discuss issues relating to the administration of this agreement, to potential work modalities, and to changes necessitated by COVID-19.

  
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Chief Negotiator – LSSC

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Chief Negotiators – UFF LSSC

  
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Date

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Date