

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. The purpose of this memorandum is to implement recommendations of the World Health Organization, United States Centers for Disease Control, and other measures aimed at supporting the public health of LSSC, the State of Florida, the United States of America, and the international community. Except as specifically provided below, the terms and conditions outlined in this memorandum shall supersede any other conflicting LSSC practice or policy until 60 days following the date the parties entered into this Memorandum, or the State of Emergency declared by the Governor in Executive Order No. 20-52 expires, whichever comes later.

1. ~~ISSUE~~—REPORTING FOR DUTY.

- A. ~~No faculty member~~Faculty members shall be ~~required to~~temporarily excused from physically ~~report~~reporting to campus for duty on any day on which classes have been migrated online. Faculty shall complete assigned duties remotely to the extent possible. If duties cannot be completed remotely, the faculty member shall advise his or her immediate supervisor and await assignment of alternative duties. No faculty member shall suffer disciplinary action or loss of pay or accrued leave for not physically reporting to campus on a day on which face-to-face classes are cancelled or moved online by the College. As mandated by the Florida Department of Education, Florida Board of Nursing, Gubernatorial Executive Orders, and any accreditation mandates, programs requiring face-to-face instruction may require faculty to return to campus or a clinical site to complete the delivery of courses within their program. In such instances, WHO, CDC, and other safety protocols will be implemented to provide for the health and safety of faculty and students. Additionally, the provisions of this paragraph shall not apply in the event that the College reinitiates face-to-face instruction, completely or partially, for any current or future classes. Faculty should monitor all communication channels and be prepared to return to campus when instructed and as needed.
- B. 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 the College issues a contrary directive to close such access for safety or public interest reasons.
- ~~1. Faculty who are members of the sick leave pool shall be able to draw on its hours for paid sick leave once their own sick leave is exhausted.~~
- C. ~~ISSUE~~—The College 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.

3.2.HOLD HARMLESS FOR MOVEMENT OF COURSES ONLINE.

A. Faculty shall transition to remote instruction as soon as practicable. LSSC shall provide support and assistance upon request of the faculty member in making this transition.

~~1.—The faculty member shall maintain full ownership and rights over all course materials moved by him or her to Canvas or any other related platform pursuant to this memorandum.~~

B. Ownership and rights over all course materials developed for face-to-face classes and transitioned to Canvas shall not be affected by such transition. As is current College policy, the College shall remain the sole and exclusive owner of all developed online courses or those in development and any rights concerning such courses, including but not limited to the right to use, distribute, sell, copyright or make such courses available. No portion of any online courses may be produced or reproduced without written permission from the College.

B.C. The parties acknowledge that remote instruction conducted pursuant to this memorandum is not necessarily the originally intended format for delivery of the course material, and therefore the adjustment to remote delivery alone shall not constitute evidence of poor performance nor be used in any other way to reflect negatively on the faculty member's job performance or to lead to or support adverse employment action against the faculty member.

4.3.ISSUE—EVALUATIONS

~~1.—Faculty will make an effort to assist the college and each other as much as possible during this event. However, a faculty member will not be held accountable on evaluations if health and training reasons prevent him or her from performing duties that are above and beyond their job descriptions. Faculty will be held harmless when declining additional duties, such as online mentoring.~~

ISSUE—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.

5.4.CONTINUING CONTRACT AND FR&P

~~1.—Activities and deadlines associated with Continuing Contract and Faculty Rank and Promotion shall be flexible. Requests for extensions or other adjustment will be requested in writing to Dr. Doug Wymer within ninety (90) days of the expiration of this memorandum, if necessary. Requesting an extension shall not be held against the faculty member or impact the evaluation of their continuing contract/promotion materials.~~

~~2.—If the faculty member chooses, data from Spring 2020 semester may be removed from the data analysis required as part of the faculty project for tenure/continuing contract.~~

- ~~3. There shall be no adverse employment or evaluation action arising from the online transition of classes that were not previously designed for this format, including tenure and promotion decisions. As such, faculty shall be provided the option of excluding Spring 2020 student course evaluations from their annual Teaching evaluation. If a faculty member chooses to exclude Spring 2020 course evaluations from the annual Teaching evaluation, annual Teaching evaluation will be based solely on the faculty member's Fall 2020 course evaluations.~~

~~ISSUE—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.~~

~~6.5.~~SANITATION.

Faculty who ~~elect to~~ report to campus for duty are expected to take reasonable steps¹ to keep their offices and other personal spaces sanitary. LSSC shall provide adequate cleaning supplies, including disinfecting wipes, hand sanitizer, and soap. ~~Faculty shall not be required to clean or sanitize any common spaces (classrooms, labs, etc.)~~ but may need to assist in the sanitizing of classrooms and labs. Faculty should take precautions to ensure their health and safety in accordance with CDC guidelines.

~~7.6.~~ISSUE—REMOTE MEETINGS.

Faculty shall be permitted to remotely fulfill office hours and attendance requirements for any departmental or other LSSC committee meetings or workgroups.

~~8.7.~~ISSUE—CONTINUING NEGOTIATIONS.

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 to directives from appropriate state ~~and/or,~~ federal, and professional authorities or that the ~~college~~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~~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.~~

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>