

Memorandum of Understanding

July 13, 2020

During the current health emergency, Lake-Sumter State College Board of Trustees and UFF-Lake Sumter (hereafter LSSC and UFF-LSSC) are committed to maintaining the productive and efficient operation of the College in a safe and healthy environment. State, federal, and international health organizations recommend social distancing as the most effective immediate response to this pandemic. This agreement acknowledges those recommendations. To this end, we agree that the following terms and conditions shall remain in effect until the State of Florida declares an end to the emergency. During this period, the College agrees to consult with UFF-LSSC on its crisis management response.

Campus Repopulation

Campus repopulation is predicated upon LSSC’s

1. The College and UFF-LSSC agree to have open discussions on the potential work modalities and changes during the Covid-19 epidemic, particularly in their impact on faculty members.
2. No faculty with self-identified health concerns that increase a faculty member’s vulnerability to COVID-19 (e.g. age, obesity, immunocompromised) that or who have responsibilities to care for someone who has a health vulnerability, or who is living with someone who has a health vulnerability will be required to work in a non-remote setting in the Fall 2020 or Spring 2021 semesters. Faculty may be required to submit medical certification of their increased vulnerability.
3. The College 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 during the emergency.
4. The parties recognize that some areas of “normal” assignments (engagement with off-site settings, grant-funded deliverables like lectures, etc.) may not be possible to complete given the health and safety conditions related to COVID-19. All faculty members who otherwise would be assigned such work if not for the health and safety concerns related to the COVID-19 global pandemic will receive alternative assignments.

Instructional Assignment/Evaluation

5. In order to ensure the safety and health of faculty and students, courses will be offered across four modalities: face-to-face, hybrid, synchronous remote, and asynchronous remote. The motivation behind decisions about course delivery should be to ensure student success while maintaining required risk-mitigation measures. The College will continue to provide support and training for remote instruction during the COVID-19 emergency.
6. Faculty shall maintain ownership of all course content, even if it is presented in an online format.
7. Modified course modalities mandated by the College shall not negatively impact, but may be used to positively affect, supervisory review, annual evaluations, Performance

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Improvement Plans (PIPs), and review for tenure and promotion until the end of the emergency.

8. Student course evaluations shall not negatively impact, but may be used to positively impact, annual evaluations until the end of the emergency.
9. No change in assignment for affected semesters shall require a faculty member not initially assigned on-campus instructional work to perform such work on campus.
10. Given the uncertainty arising from COVID-19, it is possible that assigned activities for Spring 2021 may change. Such changes shall be communicated to faculty no later than December 5th, 2020.
11. Should a course need to transition to another modality, there shall be no adverse action arising from the sudden change in course modality for faculty.
12. Supervisory Access to Canvas Course Shells: Requests to access faculty members' Canvas sites shells must be approved by the faculty member. Such requests and the reasons for requested access must be made in writing at least one week in advance.

Face-to-face Instruction

13. The College will provide at least two reusable cloth face coverings to each faculty member who is on campus during this period.
14. Faculty will not be responsible for enforcing social distancing or face-covering policies. However, 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.
15. The College is responsible for providing a safe and clean classroom. The College will provide appropriate disinfectant materials in each classroom. Faculty will be encouraged to disinfect surfaces (including computers, mice/keyboards, and other devices/equipment) with which they engage before and after class. No faculty will be compelled to conduct class in a room that is not clean or that does not have appropriate cleaning materials provided.

Service/Engagement Assignments

16. No faculty member will be required to come to campus for service/engagement responsibilities.
17. The College will provide an opportunity for remote participation in all on-campus meetings related to faculty work.

Tenure & Promotion

18. The parties recognize that the COVID-19 pandemic has created circumstances that may prevent or interrupt faculty progress toward professional and

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scholarly achievement. In recognition of these circumstances, all eligible tenure-track faculty will be granted a one-year extension to their tenure clock. This extra year is in addition to any prior extensions of the tenure clock a faculty member may have been granted prior to August 2020. All current tenure-earning faculty are eligible for this extension except those who have received notification of nonrenewal prior to the start of the 2020-21 academic year. Faculty may opt out of this one-year extension and continue with their original tenure timeline.

19. The decision to reject the extension is irrevocable and must be made prior to becoming a tenure candidate. Eligible faculty with fewer than five years of tenure-earning service prior to Fall 2020 (including years credited toward tenure) have until October 15th of their fifth year of tenure-earning service to opt out of the tenure clock extension. For eligible faculty with five or more years of tenure-earning service, the decision to opt out of the tenure clock extension must be made no later than September 1, 2020.

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