

UFF-LSSC

**United Faculty of Florida
Lake-Sumter State College**

August 10, 2022

District Board of Trustees:

We wanted to write to give an update as we are about to enter the fall term. Under the college's new leadership, we have been optimistic and progress has been made in college structure, communication, and bargaining. Several sessions have occurred over the summer with nearly every section of the contract essentially settled. We have, however, hit a snag that I am sure that you are aware of on the Discipline and Discharge article. It relates to the application of the state-mandated right to third-party neutral arbitration. The college's position has been to ask us to waive this portion of the procedure on this one article. We are told that this particular position comes from the Executive Council of the Board and accepting anything less from us would be "insubordination" by Dr. Bigard. As presented, the consequences of the faculty not accepting this waiver is the removal of the article from the contract all together, which is also very problematic. This point has been discussed for hours in our bargaining sessions without resolution. Since you are represented and not present at these negotiations, there is no other way to present any context or argument to you other than this. This tactic is one taken around the state by attorneys from Mr. Koji's law firm of Allen, Norton & Blue. In fact, Pasco-Hernando State College is in court right now relating to the forced removal of the entire article. This waiver is not one that is granted by faculty unions in colleges or universities around the state as it relates to ensuring that proper processes and procedures are applied in the termination of continuing contracts and other disciplinary issues. It keeps both sides committed to following the contract and handling issues at the lowest possible level, internally. That is our goal, and we hope to have this agreed to in writing. Oversight of the board is only meant to be a rarity of last resort and would only apply to the interpretation of contract language and processes. The faculty is very cognizant of the issues involved here as our experiences are still fresh from the terminations of last year. We want a better approach and the current choices we are being presented with do not accomplish that essential goal. Our position is clear and has been presented in writing at public bargaining sessions – there is nothing new here.

As we return from summer break into a new era at the college, we want to finalize the contract and ensure a fair and equitable workplace. Dr. Bigard deserves to have a chance to lead us instead of continuing this engagement. This process is not pleasant. The Board's current position will relegate Lake-Sumter faculty to a second-class status in comparison to colleges around the state. It is certainly viewed that way as we are being told to accept something that is not found in other agreements. Similar unwise actions have happened elsewhere (see State College of Florida, Manatee-Sarasota) leading to a continued negative working environment that we are trying to

avoid here. We have hemorrhaged high-quality faculty members due to the convulsions of last year. This must stop. A fair agreement along with the leadership of our new President will go a long way to avoiding the next round of resignations and difficulty in recruiting top quality faculty members. It is our students that suffer due to these losses. Lake-Sumter is not a second-class institution, we should not be defined as a second-class faculty when it comes to this point. Please give Dr. Bigard the flexibility to get this done so we can all move on.

Sincerely,

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