

MEMORANDUM OF AGREEMENT
BETWEEN
LANE COMMUNITY COLLEGE and THE LANE COMMUNITY COLLEGE EDUCATION
ASSOCIATION (LCCEA)

~~Phase 1, Phase 2, Reopening Working Conditions~~ CORONAVIRUS MOA **through the end of Spring term 2021** draft 08242020

This is a Memorandum of Agreement (MOA) between Lane Community College (College) and Lane Community College Education Association (LCCEA). This MOA, which captures the agreement between the College and the Association concerning the new concerns around coronavirus and working conditions for reopening during phase 1 and ~~phase 2, and working conditions~~, shall be effective upon execution. All terms of the Coronavirus MOA (dated 3/24 and 3/26/2020) the Summer Coronavirus MOA, and CBA remain in effect. The parties hereby agree to the following terms, which shall remain in effect for the duration of Phases 1 and 2 **through the end of Spring term 2021**. *The Summer Coronavirus MOA shall sunset at the end of Summer term.*

Definition: Face-to-Face shall be understood as physical, in-person meetings, class activities, or other faculty work where two or more individuals are physically present in non-virtual proximity.

1. The parties agree that safety is of utmost importance and share a commitment to safety for employees and students. In order to ensure a safe workplace environment, LCC shall require face coverings ~~indoors~~ on campus and at all other ~~Face-to-Face~~ faculty worksites, ***except under the following conditions:***

a. in outdoor settings with social distancing maintained;

b. when indoors working alone in closed spaces;

c. when there is a reasonable accommodation for a person with a disability that makes it difficult or unsafe to wear a face covering.

~~except with reasonable accommodations~~, and shall provide face coverings to faculty and students authorized to be on campus upon request. ***Upon arrival to campus, faculty and students who do not have a face covering will be required to obtain one from Public Safety.***

[AGREED]

2. LCC shall maintain confidentiality for faculty and students who have reported COVID-19 or COVID-like illness and when tracing COVID-19 or COVID-like illnesses. LCC shall cooperate with Lane County Public Health and comply with all public health requirements for contact tracing.

[AGREED]

3. Faculty members shall complete the health self-assessment prior to coming to campus ~~and may be required to report that they have completed the assessment and provide an affirmative response as to whether the self-assessment indicates they are allowed to work face-to-face~~, but ~~faculty as required by the Lane Community College COVID-19 Reopening Plan shall not be required to report the health data~~. ***Neither the college nor a third party shall collect individual health data from daily health self-assessments. Faculty members who are required to work on***

campus and who experience COVID-like symptoms as indicated on the self-assessment shall not come to campus and may utilize any applicable leave balances. Students and employees who exhibit symptoms, **who are known to have been exposed (e.g. by a household member) to COVID-19** and/or who have a household member with COVID-19 shall be advised not to come to campus **and to stay in their place of residence and follow instructions from Lane County Public Health** and are **advised not to come to campus until LCPH guidance allows a return to face-to-face campus contact.** [AGREED]

4. LCC shall ensure that classrooms, labs, instructional facilities, and equipment are cleaned and disinfected between classes for any face-to-face or on-campus instruction and shall provide and post a cleaning log for verification. LCC shall provide hand sanitizer in all instructional spaces (e.g. labs, classrooms, other instructional facilities) and at building entrances that are open for use. [AGREED]
5. **For any face-to-face instruction or face-to-face faculty work**, LCC shall provide appropriate PPE to instructors and students **as required by any of the following**: public health guidelines, **department plans, the LCC Reopening Plan** or industry safety standards for use, **whichever has the highest level of protection**. LCC shall provide N95 masks **in Health Professions when indicated by department plan, public health guidelines, or industry safety standards. As long as commercially available, LCC shall provide standard N95 masks (not surgical respirators) upon request to faculty in an OHA at-risk category (i.e. vulnerable populations) choosing to do faculty work face-to-face indoors or in an enclosed space. As long as commercially available, LCC shall provide single-use procedure masks (i.e. paper with adjustable metal nose band) upon request to faculty required to do faculty work on campus or another worksite face-to-face indoors or in an enclosed space.**
6. **LCC shall provide the option of remote work for faculty who are at-risk according to OHA criteria.** [AGREED]
7. **LCC shall provide the option of remote work or other reasonable accommodations for any faculty member not in an at-risk category but scheduled for face-to-face, in-person work with the following conditions: pregnancy, pulmonary conditions, lung damage, high blood pressure, PTSD, asthma, pre-diabetic condition, age 60 or above, previous serious illness such as cancer or stroke, and individuals in a group over-represented in rates of US COVID cases or fatalities (e.g. Black, Latinx, Native American, Asian, or Pacific Islander). If all options for remote work are exhausted, faculty may elect to use any available paid or unpaid leave.** [AGREED]
8. **Any faculty member with a reasonable concern for their health or that of a household member in an at-risk category according to OHA criteria may move to remote or online format or receive other reasonable accommodations without hindrance up to for the period when Phase 1 or Phase 2 guidelines are in effect.). If all options for remote work are exhausted, faculty may elect to use any available paid or unpaid leave.** [AGREED]
9. There shall be no loss of salary for ~~voluntary quarantines or monitoring~~ **asymptomatic faculty required by LCPH, a medical provider, or other public health guidelines to be under monitoring** or quarantines at any time during Phase 1 or Phase 2 for any faculty member who exhausts leave

time *if the faculty member must take leave.* **[Coll language less protection/ more limiting than FFCA and HR leave requirements]**

10. For departments planning to offer face-to-face instruction *or services*, ~~faculty members shall, collaboratively with the manager,~~ **managers shall make reasonable efforts in Summer 2020 to collaborate with faculty to** develop departmental plans; during Fall 2020 and beyond managers shall collaborate with faculty to develop or amend departmental plans. The Labor Management Committee **Reopening Advisory Team** shall collaboratively review and make recommendations regarding departmental plan changes and/or approvals.
11. ~~While LCC shall permit remote instruction/ telework for faculty,~~ faculty who wish to teach face-to-face may **request to** do so as long as it is allowed through a reviewed and approved departmental plan. ~~All~~ **The College shall make every effort to ensure that** face-to-face instruction *or face-to-face services* shall be **assigned to** faculty members who elect to **work** face-to-face. **Only after exhausting any/all options shall the College consider assigning face-to-face work to faculty members who have not elected to work face-to-face.** **Faculty whose requests to teach face-to-face are denied on the basis of instructional and student learning needs may appeal to a faculty committee appointed by Faculty Council, which shall make recommendations about the disposition of the appeal on the basis of instructional and student learning needs.**
12. The parties understand that for courses not previously taught in online or remote format by the faculty member, online delivery may meet minimum standards required to maintain base level continuity as outlined in the March 2020 Coronavirus MOA. ~~Faculty are not required to meet all standards of best teaching practices for online teaching but should strive to meet basic standards.~~ The parties recognize the extraordinary circumstances, that courses are works-in-progress, that faculty are professionals committed to instructional excellence, and understand it may not be possible to meet best practices in every circumstance. **Faculty are encouraged to seek advice and guidance from the Academic Technology Center and to participate in professional development opportunities such as Teaching Pairs offered by ATC and FPD. In efforts to reduce confusion for students, faculty are encouraged to deliver remote and online instruction through the college's Learning Management System.**
13. ~~The parties hold the principles of academic freedom in highest esteem and recognize their centrality in higher education, including in the presentation of subject matter consistent with Article 15.2. Consistent with Art. 15. 2 and the Distance Learning MOA, faculty shall have discretion over presentation of material and choice of modality (e.g. synchronous, asynchronous, or a combination thereof). For instance, hybrid courses may be held with synchronous or asynchronous instruction or a combination. [Item 13 merely clarifies existing contractual rights]~~ **The parties make no agreement as to the meaning or pertinence of Article 15.2 or 5.4 of the Distance Learning MOA and agree to the following provision. Faculty shall make a reasonable effort to meet individual and group student needs when faculty determine the extent to which to offer synchronous, asynchronous, or a combination thereof of time for remote courses.**
14. Additional compensation for part-time faculty ~~as provided in #5 on the Coronavirus MOA~~ at the rate of 1.25 CD hours for each hour of regularly (i.e. under normal face-to-face operations) scheduled class time in accordance with ACA standards for course preparation time shall continue through the period of remote delivery for online and remote courses, **except that the additional**

compensation shall be limited to portions of the course delivered in an asynchronous manner.

Individual part-time faculty who have already received this additional compensation for specific courses in Spring or Summer 2020 shall not be eligible for additional compensation for the same courses previously taught online or remotely. In order to be eligible for the curriculum development funding, part-time faculty who have not previously participated in any of the professional development options listed in item b. below. shall seek advice and support from the Academic Technology Center through consultation or participation in ATC workshops or offerings and shall be eligible for an additional four hours per term of paid inservice/workshop/meeting time to facilitate the consultation and/or professional development.

- a. Example: If a part-time faculty member taught WR101 remotely in Spring or Summer 2020 and received additional compensation for WR101 consistent with #5 of the Coronavirus MOA, the part-time faculty member is not eligible for additional compensation for remote delivery of WR101 in a subsequent term.
- b. Previous professional development options include: service as an online coach, participation in ATC workshops, Teaching Pairs, OSCQR training, Quality matters training, pre-pandemic online teaching experience at LCC or elsewhere, OER adoption or development, similar workshops or trainings at other educational institutions, or equivalent experience or expertise.

15. Compensation shall be provided to faculty who teach face-to-face for any additional instructional hours required due to **the need to "split" sections to maintain** social distancing at the rate of 1.25 hours per 1 hour of instruction at the regular **hourly** rate **on the appropriate salary schedule (i.e. based on 40-hour work week)** for part-time faculty and full-time faculty with FTE less than 1.0 and at the overload rate for full-time faculty with FTE at 1.0 or above. For example, for a class with 24 students that must be split into three groups for social distancing, a faculty member teaching a two-hour lab, which must be repeated three times for the same section resulting in 4 hours additional instructional time with the smaller groups, shall be paid $4 \times 1.25 = 5$ hours compensation for the 4 hours of additional instructional time. **Overload assignments that occur as a result of "splitting" sections to maintain social distancing, are not subject to contractual language regarding assignment rights or assignment order. Extra work necessitated due to splitting of sections to meet social distancing requirements shall not count toward part-time faculty FTE for the term or year.** [AGREED]

16. **After meeting student needs,** any open spaces for child care in the campus child development center shall be ~~made available to faculty, with prioritized~~ **given to faculty** for employees required to work face-to-face. Faculty Employees utilizing the child development center shall pay the regular fees for child care. [AGREED]

17. To the extent possible, classes shall be scheduled in classrooms with natural air ventilation. Windows in instructional spaces **in use** that can be made **operational** shall be **opened, weather permitting.** [AGREED]

18. The College shall provide cleaning, disinfectant supplies for faculty use to clean their offices, as needed. Faculty shall not be required to hold face-to-face **(in-person)** office hours. [AGREED]

19. Faculty access to campus during the period of coronavirus concerns shall not be limited beyond the requirements of the Governor's order or any other binding local, state, or federal law. ~~For example, faculty may access their offices campus~~ **for unscheduled visits** as needed without any requirement to make a request **but shall notify their supervisor and Public Safety regarding the time and place of their visit. If required by the College, faculty shall report visits to campus through a streamlined process (e.g. Google form).** [Agreed?]
20. ~~In accordance with public health guidelines, LCC shall advise require any student or employee known to have been exposed to COVID-19 within the preceding 14 days (e.g. by a household member) that they are required to stay in their place of residence and follow instructions from Lane County Public Health instructions.~~
21. LCC shall make every reasonable effort to ensure that the LCC Reopening Plan guidelines are fulfilled, including messaging to students and sufficient signage at all campus entrances noting that face coverings are required and directing anyone who arrives without one to Public Safety to obtain one. [AGREED]
22. ~~Faculty are encouraged to work with students to accommodate remote learning if the student is unable to attend in-person instruction due to being in an at-risk category.~~ Faculty shall be provided information about any accommodation that requires that a student not wear a face covering in advance of the student's attendance in-person. In cases where a student has such an accommodation, the faculty member shall be provided an N95 mask and other PPE upon request in advance of any in-person class session **or the faculty member shall be provided the option of remote work.** [AGREED]
23. Faculty shall exclude students **from instructional spaces** who refuse to comply with safety guidelines (e.g. face covering requirement, LCC and Department Reopening requirements, etc.) ~~from instructional spaces.~~ In the event of student noncompliance, faculty shall promptly contact Public Safety for assistance, and Public Safety or other LCC-designated personnel shall respond **as soon as reasonably possible** promptly and address the situation. In such circumstances, faculty shall have the right to move the class outdoors, if feasible, or cancel the class session. [AGREED]
24. ~~Part-time faculty who become ineligible for insurance for Summer 2020 and who have no other coverage for the period of August 1 – October 31 shall retain insurance for Summer (i.e. through October 31) as long as they are scheduled or expected to be scheduled for Fall 2020.~~
25. **In the event that Coronavirus concerns are anticipated to continue beyond Spring term 2021 (e.g. absence of a widely-available vaccine), the parties shall meet to commence negotiations no later than April 1, 2021.**

Agreements which remain in effect from March 20, 2020 Coronavirus MOA:

- A. As a proactive and preventative measure, any faculty member who is ill **with COVID-19 or COVID-19-like symptoms** but who has exhausted all sick leave may stay home

from work without penalty (i.e. loss of pay). Current Oregon Health Authority guidelines for prevention of coronavirus recommend that people with symptoms such as a fever, cough, and/or shortness of breath should stay home. This provision is limited to the time period of coronavirus concerns.

B. The College shall provide hardware and software for online teaching to faculty who do not have the necessary equipment, including through loan from IT or ATC. The College shall immediately set up a request system for hardware. Hardware may include laptops, webcams, audio equipment, etc. The College shall make every reasonable effort to ensure faculty have sufficient internet connectivity for online delivery, including through loan of hot spots.

C. The College and the Association agree to help identify the technology needs of students and channel available resources in the areas of most need.

For the Association

Date

For the College

Date