

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

**WORKSHARE - UPDATED 06062020 5:20 p.m.**

**This MOA offer shall expire at 6:30 p.m. today (6/6/2020)**

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 savings to help bridge anticipated financial impacts to the college budget resulting from the coronavirus pandemic, shall be effective upon execution. This is one-time, non-precedent setting agreement. All terms of the CBA remain in effect.

The parties hereby agree to the following terms.

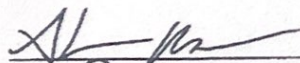
1. This memorandum shall not go into effect until it has been ratified by the members of the Lane Community College Education Association. Contracted faculty furloughs outlined in #3 below shall take place in anticipation of approval of the College's Workshare application. In the unlikely event the College's workshare application is denied, this MOA is null and void.
2. The College shall continue to provide the same health insurance contribution and benefits to each bargaining unit member consistent with the CBA that it provided prior to this agreement.
3. The 2019-20 contract year for contracted faculty members of the bargaining unit, previously comprised of 171 and contract days, shall be reduced by 2 days for the week of June 8. For contracted faculty members who work less than full time, their work week will be prorated according to their assigned FTE. The furloughed days shall be June 11 and June 12.
4. Due to the extraordinary circumstances of the pandemic associated with remote instruction and course preparation, the 2020-2021 contracted faculty work year shall be amended as follows. The "remaining two non-instructional days" specified in 9.2.1 shall be scheduled for July 13-14, 2020. The Wednesday, Thursday, and Friday of inservice specified in 9.3 shall be scheduled for July 15-17, 2020 respectively. The "one (1) day of in-service" specified in 9.2.1 shall be scheduled for July 20, 2020. The instructional day scheduled for September 29 shall be rescheduled as a non-instructional preparation day on July 21. The non-instructional day from each term

(Friday of finals week F, W, Sp) shall be scheduled for July 22-24. Fall term instruction shall begin on September 30, 2020. Contracted faculty shall be in paid status the weeks of July 13 and 20.

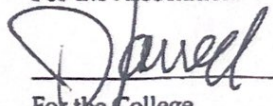
5. In addition, the 2020-2021 contract year for contracted faculty members shall be reduced by 4 days to 167 days for 2020-2021 only. The furlough days for 2020-2021 shall be July, 15, 16, 20, and 21, 2020.
6. In order to account for the furloughed days in #3 and #4 above, the 2020-2021 salary payments to contracted faculty members shall be reduced by  $[(2/171 * 2019-2020 \text{ salary}) + (4/171 * 2020-2021 \text{ salary})]$ , i.e. 3.49% of the 2020-2021 salary, with that reduction spread among the paychecks for the 2020-21 contract year. For members who work less than full time, their salary will be reduced by a prorated amount according to their assigned FTE.
7. The parties acknowledge Governor Brown's waiver of Oregon's one week waiting period for unemployment eligibility, thereby allowing bargaining unit members to be eligible for unemployment benefits beginning with the first reduced work week and acknowledge that the reimbursement for the waiting week may be delayed.
8. Contracted faculty members shall not perform any duties during the furloughed days or hours.
9. There shall be no layoffs or program cuts affecting contracted faculty for the 2020-2021 year.
10. The 206 probationary or permanent contracted faculty positions required by 10.7.4.1 for the 2020-2021 year shall be 201 instead of 206 and may include up to three temporary contracts for the 2020-2021 year only.
11. The College and Association will collaboratively provide information to bargaining unit members to assist with the submission of Workshare/ unemployment claims, with the intention of allowing members to access all available assistance, including assistance provided by the Federal Pandemic Unemployment Compensation program (PUC program) as set forth in the CARES Act.
12. The College shall complete all employer paperwork required by the employer and submit it in a timely manner to ensure that it complies with deadlines set forth by Workshare for the furloughs the week of June 8. If the College does not submit required paperwork such that faculty are ineligible for WorkShare reimbursements for the furloughs the week of June 8, the salary for the two furlough days that week shall be restored (e.g. not reduced from 2020-2021 salary). With guidance from the College as needed, bargaining unit members shall file the employee paperwork necessary to receive unemployment payments under the Oregon Work Share

program in a timely manner to ensure that they comply with deadlines set forth by Workshare for furloughs the week of June 8.

13. The College shall allow, and shall provide guidance when requested, all contracted bargaining unit members to access all available government unemployment assistance, including that provided under the Federal Pandemic Unemployment Compensation program (FPUC) as set forth in the CARES Act.
14. Any contracted faculty member who is ineligible for the program (e.g. not employed with the College for 6 months full time or 12 months part-time or on medical leave during furlough weeks) as determined by Oregon Employment Department or Work Share shall be required to submit proof of denial to the Human Resource department no later than August 15th. Once provided, they shall be shall be paid on the 2020-2021 salary schedule reduced by the equivalent of 3 furlough days (1.77%). Faculty members who are known to be ineligible by LCC (e.g. approved medical leave, new hire) shall not be required to submit proof of denial. Any contracted faculty member newly hired to LCC to begin in the 2020-2021 year who has been provided a salary offer prior to the date of this agreement shall be excluded from this provision.
15. Also, faculty members who have taken leave during the week of June 8 that would make them ineligible for WorkShare reimbursement for that week shall have that leave restored to their leave balances in order to maintain eligibility.
16. The College will create an insurance waiver program for employees who have double coverage either through OEGB or some other insurance carrier and will provide a monthly stipend in the amount of 25.5% of the college contribution to employee-only insurance to contracted faculty members and part-time faculty members eligible for insurance who elect to waive their LCC health insurance coverage. This insurance waiver program shall take effect no later than the start of the 2020-2021 OEGB insurance year.
17. The FY20 carryover to FY21 for the Faculty Professional Development Fund (FPD) shall be reduced by \$81,375.

  
\_\_\_\_\_  
For the Association

6/4/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For the College

6.6.2020  
\_\_\_\_\_  
Date