

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

Reopening Working Conditions CORONAVIRUS MOA through the end of Summer term 2022

This is a Memorandum of Agreement (MOA) between Lane Community College (College) and Lane Community College Education Association (LCCEA) and a Memorandum of Agreement between Lane Community College (College) and Lane Community College Education Federation (LCCEF). This MOA, which captures the agreement between the College and the unions (LCCEA and LCCEF) concerning the new concerns around coronavirus and working conditions for campus operations from Fall 2021 through Summer 2022, shall be effective upon execution. All terms of the respective CBAs and associated MOAs remain in effect. The parties hereby agree to the following terms, which shall remain in effect through the end of Summer term 2022.

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

Health Safety and Working Conditions for Employees (PROVISIONS IN EFFECT FOR LCCEA AND LCCEF)

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 and social distancing and other COVID-19 related safety recommendations on campus and at all other Face-to-Face employee pursuant to the most conservative recommendations by CDC, OHA, LCPH, and/or OSHA. For the purpose of CDC's recommendations for fully vaccinated campuses, any definitions set forth by CDC or OHA and/or recommendations from LCPH defining "fully vaccinated campus" must be achieved and maintained before implementing "fully vaccinated campus" recommendations, but any other more stringent recommendations from the list above supersede "fully vaccinated campus" recommendations. For Fall 2021, masks indoors and social distancing shall be required.
 - a. LCC shall make every reasonable effort to ensure that the vaccine requirement and following guidelines are fulfilled, including messaging to students and sufficient signage at all campus entrances noting face covering and distancing requirements as applicable.
 - b. Vaccines or approved exemptions shall be required for all employees and students attending LCC activities in-person as outlined below. Exemptions shall be provided in accordance with Oregon statute. Specific program requirements may not allow for some or all exemptions available. Employees and students will be required to follow vaccine mandate and exemption rules for the program in which they work or learn.
 - i. Only medical and religious exemptions will be allowed. For employees, see "e" below for deadlines.
 - ii. Students shall be required to submit proof of vaccination status or documentation for medical or religious exemptions by no later than the date required in order to ensure iii is fulfilled prior to permission to register for Winter term.
 - iii. All employees and students shall be excluded from in-person activities until fully vaccinated status or approved medical or religious exemption is submitted, verified, and approved. This provision (iii) shall be implemented for employees as soon as reasonably possible and no later than four weeks after the deadline for submission outlined in "e." This provision (iii) shall be implemented no later than Winter term registration for students such that students shall not be permitted to register for Winter term until they

have submitted proof of full vaccination or received approval for a verified medical or religious exemption.

- iv. There shall be no outsourcing that is inconsistent with the LCCEF CBA.
 - v. The College shall make all reasonable efforts to ensure that employees and students who must be fully vaccinated under external requirements for participation in LCC in-person activities (e.g. affected Health Professions students and employees) have documented and verified vaccination status or verified and approved exemption status, if applicable, prior to the first day of in-person activity governed by the external requirement (e.g. Governor's mandate deadline, clinical partner institution deadlines).
 - vi. The College shall make all reasonable efforts to ensure individuals participating in in-person activities for Fall term are vaccinated or have verified exemptions.
- e. The College will institute a weekly testing protocol for unvaccinated students and employees with recommendations from Lane County Public Health Officials. Fully vaccinated employees or students may also be subject to periodic required testing. Tests will be provided at no cost to employees and students during Fall 2021. The College shall make every reasonable effort to ensure testing can be provided at no cost after Fall 2021. In the event that it cannot be provided at no cost after Fall, unvaccinated employees and students shall receive notice through multiple communication methods during the term prior to testing not paid by the College that they will be subject to testing after Fall 2021 and will have to pay for the testing or will not be allowed to participate in in-person activities.
- d. LCC shall publish (e.g., Weekly, Titan Times, college website) the **campus vaccination rate*** on a weekly basis to all students and employees. *The **campus vaccination rate** shall be determined by dividing the total number of in-person students and employees who are fully vaccinated (i.e., at least two weeks after final shot in vaccination series) by the total number of in-person students and employees.
- e. Full vaccination or an approved exemption shall be considered sufficient to meet the employee vaccination requirement. Employees working in-person in Fall shall complete the required form to demonstrate vaccination status or an approved exemption no later than within five working days of notice (not including days on leave) that the form is live and no later than October 25, whichever comes first.
2. LCC shall provide face coverings to employees and students on campus upon request. Upon arrival to campus, employees and students who do not have a face covering will be required to obtain one from Public Safety whenever face coverings are required.
 3. LCC shall maintain confidentiality for employees 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.
 4. Employees and students shall complete any required health self-assessment or attestation prior to coming to campus as required by the College. Neither the college nor a third party shall collect individual health data from daily health self-assessments without consent. Employees and students who experience COVID-like symptoms 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 shall follow instructions from LCPH and are advised not to come to campus until LCPH guidance allows a return to face-to-face campus contact.

5. a. Given the new guidance on surface transmission, LCC shall ensure that high touch surfaces in classrooms, labs, instructional facilities, student service facilities, and operational facilities, are cleaned and disinfected at least daily for any face-to-face or on-campus instruction or activities. LCC shall provide hand sanitizer in all labs and classrooms and at all building entrances that are open for use. LCC shall provide a post cleaning log for verification in every classroom and lab.

b. In order to assist with efficiency for Custodial workers, faculty shall enforce LCC's existing "Classroom: Food and Drink policy (See: <https://www.lanec.edu/copps/documents/classrooms-food-and-drink>) The College shall provide no less than three covered, conveniently located outdoor locations for student use.

6. For any face-to-face instruction or face-to-face employee work, LCC shall provide appropriate PPE to employees and students as required or recommended by any of the following: CDC, OHA, OSHA, LCPH, 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 at a reasonable cost, LCC shall provide standard KN95 masks (not surgical respirators) upon request to employees in an OHA at-risk category (i.e., vulnerable populations) who work face-to-face indoors or in an enclosed space. As long as commercially available at a reasonable cost, LCC shall provide single-use procedure masks (i.e., paper with adjustable metal noseband) upon request to employees required to work face-to-face indoors or in an enclosed space.

7. LCC shall engage in the ADA interactive process with employees who are at-risk according to OHA criteria and/or other medical conditions and who request reasonable accommodations.

8. In response to COVID conditions, LCC shall make every reasonable effort to provide flexible workplace accommodations or arrangements to employees making requests through the HR process. When remote work is not possible, alternate measures including staggered schedules, arranging work spaces for enhanced social distancing, and increased ventilation will be implemented to ensure that working conditions meet recommendations and/or requirements, whichever is most protective, from health authorities. When remote work is not possible, staggered schedules shall be implemented to allow for then recommended social distancing reduce the number of employees in one physical space/ office. If all options for remote work are exhausted, employees may elect to use any available paid or unpaid leave. Employees shall have the opportunity to submit requests for Fall 2021 for one week after the date of this MOA is signed. For Winter 2022 through Summer 2022, the College retains discretion to reasonably limit flexible workplace accommodations or arrangements in a manner commensurate with COVID conditions and external public health recommendations and requirements.

9. There shall be no loss of salary for asymptomatic employees required by LCPH, a medical provider, or other public health guidelines to be under monitoring or quarantines at any time during the term of this agreement for any employee who exhausts leave time if the employee must take leave. If the employee is able to work remotely (e.g. job is conducive to remote work) while quarantined for an asymptomatic infection or due to exposure to a COVID positive individual, they shall continue to work remotely until cleared to return to face-to-face work by a physician or by the terms of their quarantine.

10. After meeting student needs, any open spaces for child care in the campus child development center shall be prioritized for employees required to work face-to-face. Employees utilizing the child development center shall pay the regular fees for child care.

11. The College shall provide cleaning, disinfectant supplies in each department office and no less than one central location on each floor for employees' use to clean their office spaces, as needed.

12. The College shall follow all guidelines for contact tracing provided to the College by OHA or LCPH. As part of the contact tracing process, the College shall notify employees within 24 hours of when the College is notified there is a positive COVID-19 case or within 24 hours whenever the College becomes aware that the positive case was physically present in the faculty member's in-person class or employee's LCC in-person activity. All identifying information shall remain confidential in accordance with HIPAA; however, employees may not use that information to make any notifications to students. In addition, the COVID dashboard shall be updated at the end of the day on which the College received notice of a positive COVID test, such update shall include a column identifying all building number(s) in which the person or persons associated with the positive COVID test(s) accessed. In the event of substantial cases that necessitate more than 24 hours for notice, the Covid Compliance Officer will notify LCCEA and LCCEA and notice will be provided as soon as reasonably possible.
13. As a proactive and preventative measure, any employee 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 this agreement.
14. MERV 13 or better filters shall be installed in all HVAC systems that can accommodate them. Portable HEPA filters shall be provided to all spaces in use not served by MERV 13 filters. LCC shall perform a daily flush of HVAC ventilation system before occupied hours for a minimum 2 hours.
15. LCC shall provide portable HEPA filters to employees for use in shared offices, shared spaces, and/or classrooms upon request.
16. LCC shall continue to flush water in all buildings weekly and spot check for chlorine residual levels using the EWEB protocol until each building returns to substantially normal levels of pre-pandemic use. LCC shall report to all employees all testing results, indicating legionella or other bacteria in the water within 2 business days of receipt of reports.
17. The College shall provide hardware and software for online or remote work for employees who do not have the necessary equipment, including through loan from IT or ATC. The College shall maintain a request system for hardware. Hardware may include laptops, monitors, peripherals (mouse, keyboards, number pads, etc.), webcams, audio equipment, etc. The College shall make a reasonable effort to ensure employees have sufficient internet connectivity for online or remote work, including through the loan of hot spots.
18. The Center Building common area tables must be sanitized in between use by students and/or employees who use them with the sanitizing spray made available by LCC.
19. Increase safety by managing common areas where employees or students can congregate or interact in large groups.
 - a. Reduce allowed occupancy in common areas such as lobbies and student centers to allow for social distancing when required or recommended by public health authorities consistent with #1 of this agreement.
 - b. Provide 4-5 areas with tables and tents or pop-up shelters with heaters for employee-only break rooms as an optional alternative to using the Center Building.
20. The College, LCCEA and LCCEF agree to work together to help identify all student needs, channel available resources to the areas of most need or direct them to available resources.

21. Employees will not be required to attend face-to-face meetings, they will be allowed to attend employee meetings via internet services such as Zoom or Google.

Faculty Working Conditions (PROVISIONS IN EFFECT FOR LCCEA)

22. The College shall make every reasonable effort to ensure that face-to-face instruction or face-to-face services shall be assigned to faculty members who express an interest 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 expressed an interest to work face-to-face.
23. LCC shall provide a wireless lapel microphone or alternative microphone options upon request to any faculty member teaching in-person when masks are required. The College will make every reasonable effort to assign faculty to classrooms equipped for amplified voice upon request.
24. Additional compensation for part-time faculty shall be provided 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, except that the additional compensation shall be limited to portions of the course delivered in an asynchronous manner. Part-time faculty shall not be eligible for this funding for courses they have previously taught in an online or in a remote environment.

In order to be eligible for this curriculum development funding, part-time faculty who have not previously participated in any of the professional development options listed 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 of paid inservice/workshop/meeting time to facilitate the consultation and/or professional development.

- a. Previous professional development options include: service as an online coach, participation in ATC workshops, Teaching Pairs, OSCQR training, Quality Matters training, or pre-pandemic online teaching experience at LCC.

25. 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 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 hours compensation for the 4 hours of additional instructional time. Overload assignments that occur as a result of "splitting" sections to maintain social distancing shall be voluntary for contracted faculty, who may elect equivalent workload relief in lieu of overload compensation within the same term. Extra work necessitated due to splitting of sections to meet social distancing requirements shall not count toward part-time faculty maximum FTE for the term or year. Overload assignments that occur as a result of "splitting" sections as described herein where a single class section is "split" for the in-person portion of the class into smaller subgroups of the same class section in order to maintain social distancing where necessary are not subject to contractual language regarding assignment rights or assignment order.
26. 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.
27. Faculty shall not be required to hold face-to-face (in-person) office hours.

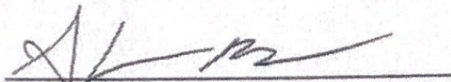
28. Faculty access to campus during the period of coronavirus concerns shall not be limited beyond the requirements of any Governor's order or any other binding local, state, or federal law. Faculty may access campus for unscheduled visits as needed.
29. In-person proctoring services shall be restored in the ITS as soon as reasonably possible and as modified by #35 when applicable. The parties agree that COVID conditions may reasonably limit service hours and offerings.
30. Faculty shall make every reasonable effort to work with individual students to facilitate their success (e.g. make-ups, alternative assignments, other options, as applicable) if the student is unable to attend in-person instruction. During periods when masks are required for in-person instruction, the following shall apply.
 - a. 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.
 - b. 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.
31. Faculty shall exclude students from instructional spaces who refuse to comply with safety guidelines (e.g., face covering requirement, etc.). 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 and address the situation. In such circumstances, faculty shall have the right to move the class or other activity outdoors, if feasible, or cancel the class session.

CLASSIFIED Working Conditions (PROVISIONS IN EFFECT FOR LCCEF)

32. The college must be prepared to change its business practices, if needed, to maintain critical operations (e.g., identify alternative suppliers, prioritize students and employees, and/or temporarily suspend some of its operations) in order to prevent further spread of COVID.
 - a. The College must continue and expand remote delivery of enrollment and student services including drop-in rooms and appointments in Zoom (or equivalent software) for services such as student advising, financial aid, etc.
33. Classified employees who wish to provide services to students or the public face-to-face may request to do so as long as it is allowed through a reviewed and approved departmental plan. The College shall make every reasonable effort to ensure that face-to-face services shall be assigned to classified employees who express an interest to work face-to-face. Only after exhausting any/all options within the relevant department shall the College consider assigning face-to-face work to classified employees who have not elected to work face-to-face. [This provision is in effect through December 31, 2021]
34. Windows and exterior doors in common rooms and workspaces in use that can be made operational shall be opened, weather permitting. Employees shall ensure doors and windows are closed before leaving the workspace.
35. If there is a campus closure due to COVID restrictions, the College will work with faculty to provide alternative to in-person proctoring services with the ITS testing so as not to put classified employees in harm's way.

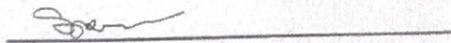
36. Classified employees shall exclude students and campus visitors from campus areas who refuse to comply with safety guidelines as long as they feel safe and do not feel threatened in any way. In the event of student noncompliance, classified employees shall promptly contact their manager and Public Safety for assistance, and Public Safety or other LCC-designated personnel shall respond as soon as reasonably possible and address the situation. In such circumstances, classified employees shall have the right to refuse service to students or visitors to campus.

37. In response to Covid conditions, classified assigned to in-person work for Fall shall not be required to work in-person if such work can be conducted remotely when agreed collaboratively with their managers. Classified assigned to in-person work for Fall who wish to move their work for Fall to online format shall submit a request no later than one week after this MOA takes effect and when collaboratively agreed with their manager shall have the choice of moving to remote work for either the full Fall term (i.e. through the end of December 2021) or for the duration of LCPH and/or any other guidelines in effect recommending employers encourage remote work. See #7 and B above for provisions related to Winter 2022 through Summer 2022.



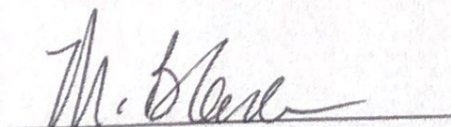
For the Association

9/17/2021
Date



For the Federation

9/17/2021
Date



For the College

9/18/21
Date