

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

**Reopening Working Conditions CORONAVIRUS MOA: Fall 2022 through the end
of Summer *Spring* term 2023**

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 union (LCCEA) concerning the coronavirus and working conditions for campus operations from Fall 2022 through Summer *Spring* 2023, shall be effective upon execution. All terms of the CBA and associated MOAs remain in effect. The parties hereby agree to the following terms, which shall remain in effect through the end of Summer *Spring* term 2023.

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

1. **Health and safety guidelines.** 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 **requirements** on campus and at all other Face-to-Face locations pursuant to the most conservative recommendations **requirements** by CDC, OHA, LCPH, and/or OSHA. **Masks shall be required whenever a mask mandate (e.g. Governor's order, OHA) is in effect but shall not be required when there is no mask mandate. LCC shall provide sufficient signage encouraging masks when masks are not required.** LCC shall make every reasonable effort to ensure that there is clear messaging to students and sufficient signage at all campus entrances noting face covering, distancing, and any other safety requirements as applicable. Messaging to students and employees shall encourage up-to-date vaccination.

Examples for heuristic purposes:

Example A: If LCPH issues an indoor mask mandate, masks shall be required indoors at LCC locations while the LCPH mask mandate is in effect.

Example B: If the CDC recommends but does not require masks for individuals and no other mask mandate is in effect, masks shall not be required at LCC locations.

2. **Masks.** LCC shall provide **KN95 masks** face coverings to employees and students on campus upon request whenever face coverings are required. 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. **In addition,**

employees may request up to five medical grade N95 (respirator) masks per term and participate in professional fit-testing to be arranged by the College and in compliance with the OSHA voluntary respirator standard.

3. **Confidentiality and contact tracing.** 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 **and/or OSHA** requirements for contact tracing. 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.

4. **Health Assessment.** 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. **Cleaning and disinfection.** 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. In order to assist with efficiency for Custodial workers, faculty shall enforce LCC's existing "Classroom: Food and Drink" policy (See: <https://www.laneccc.edu/copps/documents/classrooms-food-and-drink->) In addition, the College shall provide cleaning, disinfectant supplies in **all labs and classrooms, in** each department office, and no less than one central location on each floor for employees' use to clean their office spaces, as needed.

6. **PPE.** 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. **At-risk employees.** 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. **Flexible workplace accommodations.** 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 to reduce the number of individuals in one space/office, and increased ventilation will be implemented to ensure that working conditions meet recommendations and/or requirements, whichever is most protective, from health authorities. 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 2022 (**only for work not yet assigned for Fall 2022**) for one month after the date of this MOA is signed. **For subsequent terms, faculty shall make every reasonable effort to submit requests in advance of assignments for the term.** 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. **Leave time.** 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. 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.

10. **Child care access.** 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. **Ventilation and air filtration.** MERV 13 or better filters shall be installed in all HVAC systems that can accommodate them. **Outdoor air ventilation shall be maximized on existing HVAC systems to the extent of existing system capacity.**

Indoor spaces, including classrooms, shall have no less than 4–6 air changes per hour (ACH). Portable HEPA filters shall be provided to all spaces in use not served by MERV 13 filters at the rate of no less than two portable HEPA filters for classrooms. **HVAC ventilation systems shall be scheduled to operate for a minimum of 2 hours before and 1 hour after occupied hours to provide a daily flush.** LCC shall perform a daily flush of HVAC ventilation system before occupied hours for a minimum 2 hours. Whenever feasible, classes shall be scheduled allow one hour of unoccupied time in the classroom between scheduled classes. 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. In addition, LCC shall provide portable HEPA filters to employees for use in shared offices, shared spaces, and/or classrooms upon request.

12. **Water safety. Whenever building use is not sustained at substantially normal levels of pre-pandemic use,** LCC shall continue to flush water in all **such** 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, **which** indicate legionella or other bacteria in the water within 2 business days of receipt of reports.

13. **Supplies for remote work.** 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.

14. **Student needs.** The College and LCCEA 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. **If the College establishes a Foundation account to provide medical grade N95 masks and fit testing to students, LCCEA agrees to make a financial contribution.**

15. **Meetings.** 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.

16. **Work assignments.** 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.~~

17. **Microphones.** 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.

18. **Part-time faculty compensation.** 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.

19. **Split sections.** 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.

20. **Office hours.** Faculty shall not be required to hold face-to-face (in-person) office hours.

21. **Campus access.** 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.

22. **Test proctoring services.** In-person proctoring services shall be restored in the ITS as soon as reasonably possible. The parties agree that COVID conditions may reasonably limit service hours and offerings. 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.

23. **Student success.** 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 a **medical grade, fit-tested** 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 **if remote work is available**.

24. **Student compliance.** Faculty shall exclude students from instructional spaces who refuse to comply with safety guidelines (e.g., face covering requirement, not attending face-to-face when ill, 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.



For the Association

8/4/2022

Date



For the College

8/3/2022

Date