

6.26.25 TA re Expired MOAs

The College and the Association agree that the side letters of agreement listed below are expired, have no further force or effect, are eliminated from the collective bargaining agreement, and are no longer binding in any manner on the parties.

Both parties reserve all of their respective rights to continue to negotiate over any other side letters of agreement during this round of successor bargaining.

Eliminated MOAs:

MOA Title/Common Name

Date Originally Signed

- | | |
|--|-------------------------------------|
| 1. Moodle 4 | 2/22/2023 |
| 2. Spring 2020 Coronavirus | 3/26/2020 |
| 3. Summer 2020 Coronavirus | 5/7/2020 |
| 4. 2020-21 Coronavirus | 9/2/2020 |
| 5. Reopening Working Conditions - 2021 | 9/17/2021 |
| 6. Reopening Working Conditions - 2022 | 8/4/2022 |
| 7. Voluntary Separation from Employment Incentive - 2017 | 2/13/2017 (no signed version found) |
| 8. Voluntary Separation from Employment Incentive - 2019 | 2/4/2019 |
| 9. Voluntary Separation from Employment Incentive - 2021 | 3/8/2021 |
| 10. 2023-24 Global Resolution | 10/25/2023 |

MEMORANDUM OF AGREEMENT

Between Lane Community College (LCC) and
Lane Community College Education Association (LCCEA)

This memorandum of agreement (MOA) reflects the agreement between Lane Community College Education Association (LCCEA) and Lane Community College (LCC) regarding the transition to Moodle 4. All terms of the LCC LCCEA Collective Bargaining Agreement and associated Memoranda of Agreement remain in effect. The parties hereby agree to the following terms, which shall remain in effect through the end of Spring term 2024.

For faculty teaching in Summer 2023:

1. Each faculty member assigned to teach in Summer 2023 may record up to 2 hours at the curriculum development (i.e. CD) rate to explore Moodle 4 in the "sandbox" when the "sandbox" becomes available.
2. Each faculty member teaching in Summer 2023 and using Moodle for their course(s) may record up to 10 hours at the curriculum development (i.e. CD) rate per unique course. For instance, instructors teaching two sections of WR121 would be eligible to record up to 10 hours because WR121 is one unique course.

For part-time faculty teaching Fall 2023 and through Spring 2024:

3. Each part-time faculty member who has not already recorded 2 hours at the CD rate to explore Moodle 4 in the "sandbox" may record up to 2 hours while the "sand box" is available (i.e., likely Spring 2023 through early Summer 2023 only) to prepare for teaching Fall 2023 through Spring 2024 courses.
4. Each part-time faculty member teaching Fall 2023 through Spring 2024, who uses Moodle for their course(s) may record up to 10 hours at CD rate per unique course. For instance, instructors teaching two sections of WR121 would be eligible to record up to 10 hours because WR121 is one unique course.

For part-time faculty teaching Summer 2023 through Spring 2024:

5. Part-time Instructors may record up to 10 hours of curriculum development at the CD rate per unique course only the first term they are assigned to teach the course, either Summer (2023), Fall (2023), Winter (2024), or Spring (2024). Once they have used the curriculum development hours allotment for a course, the option expires. The hours cannot be spread over multiple terms for a unique course. All curriculum development hours provided under #2 and #4 of this agreement are for unique courses, not sections.

Adrienne Mitchell

2/21/2023

For LCCEA

Date Signed

Michael Blade

Michael Blade (Feb 22, 2023 07:55 PST)

Feb 22, 2023

For LCC

Date Signed

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

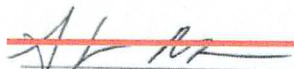
~~This is a Memorandum of Agreement (MOA) between Lane Community College (College) and Lane Community College Education Association (LCCEA). This MOA, which captures the agreement between the College and the Association concerning the unique concerns around coronavirus and its impacts as of March 20, 2020, shall be effective upon execution. The parties hereby agree to the following terms:~~

- ~~1. As a proactive and preventative measure, any faculty member who is ill 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.~~
- ~~2. There shall be no loss of salary for voluntary quarantines or monitoring quarantines at any time during Spring for any faculty member who exhausts leave time.~~
- ~~3. Any faculty member with a reasonable concern for his/her health or that of a household member may move to online format without hindrance up to for the entirety of Spring term.~~
- ~~4. The parties understand that online delivery may meet minimum standards required to maintain base level continuity*. Faculty are not required to meet all standards of best teaching practices for online teaching. Faculty are not required to cover the same amount of content and assessments that would typically take place during the first three weeks in a face to face format and may adjust schedules accordingly. All faculty teaching in Spring may have flexibility in course scheduling and may include non-instructional time equivalent to up to five days for the purpose of course preparation. Faculty may choose when to schedule the non-instructional time and are encouraged to build non-instructional time into the first two weeks of Spring by limiting instruction to a "continuity" model rather than fully developed online teaching. Faculty may incorporate week 11 as instructional time at their discretion.~~
 - ~~a. * Example week one minimal requirements include: posting syllabus; posting initial student reading or other beginning content; and one interactive activity for students to confirm attendance and demonstrate participation. Examples of interactive activity include: syllabus quiz, choice on Moodle to confirm having read syllabus, student instructor introductions "glossary," discussion forum, or requirement that students email faculty to confirm that they have read the syllabus.~~
- ~~5. For part-time faculty, additional compensation shall begin the week of April 6 and shall continue through the period of remote delivery. Part-time faculty may claim 1.25 hours~~

~~at CD (curriculum development) rate per hour of scheduled class time consistent with ACA definition of work hours required for PT faculty per hour of class time. (i.e. ACA guidelines show full-time instruction at $15 \times 2.25 = 33.75$ hours/week). For instance, a 4 hour / week class would receive 5 hours compensation per week per prep. This compensation is limited to part-time faculty scheduled to teach face-to-face who have not taught the same class online.~~

~~a. Example: a part-time faculty member who has not taught WR101 online and who is scheduled to teach two sections of WR101, with each section scheduled to meet face-to-face four hours per week, may claim up to five hours per week at the CD rate beginning April 6. Two or more sections of the same class constitute one prep.~~

- ~~6. Spring conference shall be a paid, non-scheduled day. Part-time faculty teaching in Spring shall be eligible to claim 8 hours paid time for professional development for online teaching using inservice hours or additional hours if inservice hours are exhausted.~~
- ~~7. Part-time and full-time faculty shall have one paid, non-scheduled day in 2020-2021, which shall be the College's choice of either Tuesday of Fall inservice (reverting to old inservice schedule for Fall 2020 only) or Spring Conference 2021. The College shall determine the choice by April 17, 2020.~~
- ~~8. 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 effort to ensure faculty have sufficient internet connectivity for online delivery, including through loan of hot spots.~~
- ~~9. Committees shall meet (virtually) on a must-need basis only during the online teaching period for Spring term.~~
- ~~10. FPD shall reimburse individual faculty for expenses incurred for canceled professional development travel via regular FPD budgetary reimbursement process.~~
- ~~11. The College and the Association agree to help identify the technology needs of students and channel available resources in the areas of most need.~~
- ~~12. Academic Tech faculty shall be paid for any/all overloads resulting from the coronavirus and equivalent to no less than 0.2 FTE for Spring term~~


For the Association

3/26/2020
Date

Shane Finner
For the College

March 24, 2020
Date

~~MEMORANDUM OF AGREEMENT
BETWEEN
LANE COMMUNITY COLLEGE and THE LANE COMMUNITY COLLEGE EDUCATION
ASSOCIATION (LCCEA)
SUMMER 2020 CORONAVIRUS MOA~~

~~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 its impacts as of May 7, 2020, shall be effective upon execution and shall sunset at the conclusion of the Summer 2020 term. All terms of the Coronavirus MOA (dated 3/21 and 3/26/2020) and CBA remain in effect. The parties hereby agree to the following terms.~~

- ~~1. There shall be no loss of salary for voluntary quarantines or monitoring quarantines entered into at the direction or recommendation of a licensed physician at any time during the period of coronavirus concerns for any faculty member who exhausts leave time.~~
- ~~2. Any faculty member with a reasonable concern for his/her health or that of a household member may move to remote format without hindrance for the summer 2020 term.~~
- ~~3. The parties understand that 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.~~
- ~~4. Additional compensation for part-time faculty as provided in #5 on the Coronavirus MOA shall continue through the period of remote delivery for online and remote courses. Individual part-time faculty who have already received this additional compensation for specific courses in Spring 2020 shall not be eligible for additional compensation for the same courses previously taught online or remotely.~~
 - ~~a. Example: If a part-time faculty member taught WR101 remotely in Spring 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 Summer 2020.~~
- ~~5. 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. Faculty will be expected to follow guidelines that are established by the college in consultation with state and local public health authorities. During the period of any relevant Governor's order or law, faculty shall be granted reasonable access to campus with responses to reasonable requests granted within twenty-four hours. If a response is not received by the faculty member by the end of the next business day, the faculty member may proceed with accessing campus free from any adverse actions so long as they observe all other requirements in effect at the time.~~

6.26.25 TA re Expired MOAs

AKM

For the Association

Shane Turner

For the College

5/7/2020

Date

5/7/2020

Date

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

~~Reopening Working Conditions CORONAVIRUS MOA through the end of Spring term 2021~~

~~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, shall be effective upon execution. All terms of the 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 Coronavirus MOA (dated 3/24 and 3/26/2020) and 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 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.~~

~~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.~~

- ~~2. LCC shall maintain confidentiality for faculty 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.~~
- ~~3. Faculty members shall complete the health self-assessment prior to coming to campus as required by the Lane Community College COVID-19 Reopening Plan. Neither the college nor a third party shall collect individual health data from daily health self-assessments. Faculty members 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 shall 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.~~
- ~~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.~~
- ~~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 at a reasonable cost, LCC shall provide standard N95 masks (not surgical respirators) upon request to faculty 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 nose band) upon request to faculty required to do faculty work 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.~~
 - ~~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 if all options for remote work are exhausted, faculty may elect to use any available paid or unpaid leave.~~
 - ~~8. There shall be no loss of salary for 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.~~
 - ~~9. For departments planning to offer face-to-face instruction or services, 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 Reopening Advisory Team shall collaboratively review and make recommendations regarding departmental plan changes and/or approvals.~~
 - ~~10. 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. 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 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.~~
 - ~~11. 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 should 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.~~

6.26.25 TA re Expired MOAs

- ~~12. 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.~~

- ~~13. 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.~~

- ~~14. 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.~~

- ~~15. 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.~~

- ~~16. 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.~~

- ~~17. 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. Faculty may access 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.~~

- ~~18. 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.~~

~~19. 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.~~

~~20. 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.). 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 outdoors, if feasible, or cancel the class session.~~

~~21. 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:~~

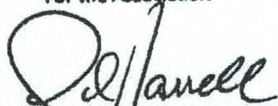
~~A. As a proactive and preventative measure, any faculty member who is ill with COVID-19 or COVID-19-like symptoms but who has exhausted all sick leave may stay home from work without penalty (i.e. loss of pay). Current Oregon Health Authority guidelines for prevention of coronavirus recommend that 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 a 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



For the College

9/1/2020

Date

9-2-2020

Date

**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 LCCEP 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.~~
- ~~c. 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.~~

6.26.25 TA re Expired MOAs

- ~~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.laneccc.edu/copp3/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 LCCEE 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 LCCEE 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.~~

6.26.25 TA re Expired MOAs

~~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 LCCCF)~~


- ~~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.~~
- 6

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.~~

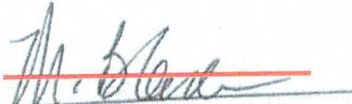
37. ~~In response to Covid conditions, classified assigned to in-person work for Fall shall not be required to work in-person if such work can be conducted remotely when agreed collaboratively with their managers. Classified assigned to in-person work for Fall who wish to move their work for Fall to 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 8 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

~~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.lanecol.edu/coppo/documents/classrooms food and drink](https://www.lanecol.edu/coppo/documents/classrooms%20food%20and%20drink)) 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~~

6.26.25 TA re Expired MOAs

~~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 GD 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.~~

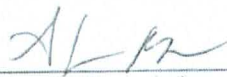
~~22. **Test proctoring services.** In-person proctoring services shall be restored in the ITS as soon as reasonably possible. The parties agree that COVID conditions may reasonably limit service hours and offerings. If there is a campus closure due to COVID restrictions, the College will work with faculty 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

Shane Turner
For the College

8/3/2022
Date

~~February 13, 2017~~

~~**Proposal for Contracted Faculty Voluntary Separation Incentive:**~~

- ~~1. Eligibility Limited to contracted faculty (F 1, .501 1.0 FTE) who were hired by or before September, 2008.~~
- ~~2. The voluntary separation incentive shall include a \$10,000 one time only payment to eligible and voluntarily separating contracted faculty to fully separate from employment with Lane. If the voluntarily separating contracted faculty member is not eligible for the early retirement incentive under article 41 of the LCCEA contract, then the separating contracted faculty member may select either the \$10,000 or Employee Only insurance for one year (12 months) post separation.~~
- ~~3. If the separating contracted faculty member is eligible for the early retirement incentive under article 41 of the LCCEA contract, then the \$10,000 one time only payment is in lieu of (NOT in addition to) the stipend outlined in article 41.1. Contracted faculty members who are eligible for the early retirement health insurance benefits outlined in article 41.3 of the LCCEA contract may elect two party post retirement health insurance consistent with article 41.3 of the LCCEA contract.~~
- ~~4. Contracted faculty who are completing the "contracted faculty teach out" through June, 2017, under former article 41.6 of the LCCEA contract are NOT eligible for this separation incentive.~~
- ~~5. Contracted faculty desiring to access this separation incentive must submit their written and signed notification of voluntary separation from college employment to Lane Human Resources by or before March 31, 2017. Such written and signed separation notifications are irrevocable. Contracted faculty separations must be effective no later than the end of the 2017 spring academic term in June, 2017.~~
- ~~6. Discussions and considerations about requests from contracted faculty who are accepting this voluntary separation incentive to enter the part time faculty seniority pool linked to article 34.5.8 are not in any way connected to this contracted faculty separation incentive. Such requests and considerations are entirely separate from this voluntary separation incentive. No discussions or decisions about contracted faculty entering the part time seniority pools will be entertained or allowed in connection with this voluntary separation incentive.~~
- ~~7. We look forward to discussing this matter with LCCEA leadership and encourage a prompt resolution of the details for resolution of a contracted faculty ESI agreement. Ideally, we hope for resolution of an MOA to roll out during the week of February 13 – 17, 2017.~~

~~Memorandum of Agreement~~

~~between~~

~~Lane Community College Education Association (LCCEA)~~

~~and~~

~~Lane Community College (LCC)~~

~~2019 Voluntary Faculty Separation from Employment Incentive~~

~~This non-precedent setting Memorandum of Agreement (MOA) between Lane Community College Education Association (LCCEA) and Lane Community College (College) provides for a 2019 Voluntary Faculty Separation from Employment Incentive for eligible contracted faculty, as follows:~~

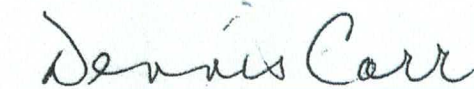
- ~~1. Eligibility This voluntary separation from employment incentive shall be limited to contracted faculty (F 1, .501 1.0 FTE) who will be at least 55 years of age by June 30, 2019. In order to be eligible, faculty must be currently active on payroll for the 2019 winter term and must have been hired into a faculty position at LCC before January, 2009, with at least seven (7) years of service as a contracted faculty member. Eligible faculty who have previously communicated to the College during the 2018/2019 academic year their plan to retire or separate from the College, and who meet the eligibility criteria specified above, shall be eligible for this voluntary employment separation incentive.~~
- ~~2. The voluntary separation incentive shall include a \$10,000 one-time only payment to eligible and voluntarily separating contracted faculty to fully separate from employment with the College.~~
 - ~~A. If the voluntarily separating contracted faculty member is not eligible for the early retirement incentive provisions under Article 41 of the LCCEA contract, then the separating contracted faculty member may select either the \$10,000 payment or Employee Only health insurance for one year (12 months), or until the faculty member is eligible for Medicare coverage, post-separation.~~
 - ~~B. For separating contracted faculty members who are eligible for the early retirement provisions outlined in Article 41 of the LCCEA contract, this \$10,000 one-time only payment is in addition to the stipend outlined in Article 41.1.~~

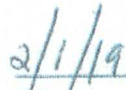
~~[Notes regarding current contract language: 1) Contracted faculty members who are eligible for the early retirement health insurance benefits outlined in Article 41.3 of the LCCEA contract may elect two-party post-retirement health insurance consistent with Article 41.3 of the LCCEA contract; and 2) Insurance benefits continue through September 2018 for all faculty having completed the work year through Spring 2018]~~

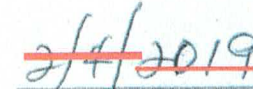
6.26.25 TA re Expired MOAs

- ~~3. Contracted faculty desiring to access this voluntary separation incentive must submit their written and signed notification of voluntary separation from college employment to the Lane Human Resource Department by or before March 1, 2019. Such written and signed separation notifications of voluntary employment separation are irrevocable. Contracted faculty voluntary separations must be effective no later than the end of the spring academic term in June, 2019. Contracted faculty who voluntarily separate from employment under this agreement are not eligible for unemployment insurance benefits from the College. The Lane Community College Human Resource Department will provide a voluntary employment separation form that must be completed and submitted to College Human Resources by or before the end of the work day on Friday, March 1, 2019.~~
- ~~4. The retirement incentives provided in this MOA shall be raised to match any higher retirement incentives provided by the College to LCC managers.~~
- ~~5. In addition to the emeritus tuition waiver provision in the CBA, faculty members electing to accept this 2019 separation from employment incentive shall be eligible for tuition free class registration using the "tuition waiver" process through June 30, 2020. The tuition waivers apply only to the former Lane faculty and may be used only on a space available basis.~~


For the Association


For the College


Date


Date

Memorandum of Agreement

between

Lane Community College Education Association (LCCEA)

and

Lane Community College (LCC)

2021 Voluntary Faculty Separation from Employment Incentive

~~This non-precedent-setting Memorandum of Agreement (MOA) between Lane Community College Education Association (LCCEA) and Lane Community College (College) provides for a 2021 Voluntary Faculty Separation from Employment Incentive for eligible contracted faculty, as follows. All terms of the LCC-LCCEA collective bargaining agreement remain in effect.~~

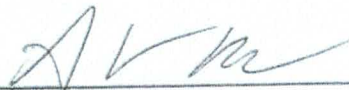
- ~~1. Eligibility — This voluntary separation from employment incentive shall be limited to contracted faculty (F-1, .501 — 1.0 FTE) who will be at least 55 years of age by December 31, 2021. In order to be eligible, faculty must be currently active on payroll for the 2021 winter term and must have been hired into a faculty position at LCC no later than October 2017. Eligible faculty who have previously communicated to the College during the 2020/2021 academic year their plan to retire or separate from the College on or after the date set forth in paragraph 3 herein, and who meet the eligibility criteria specified above, shall be eligible for this voluntary employment separation incentive.~~
- ~~2. The voluntary separation incentive shall include a one-time-only payment of \$12,000 to eligible and voluntarily separating contracted faculty to fully separate from contracted employment with the College by or before June 30, 2021 or \$8,000 to fully separate from contracted employment with the college by or before December 31, 2021.~~
 - ~~A. If the voluntarily separating contracted faculty member is not eligible for the early retirement incentive provisions under Article 41 of the LCCEA contract, then the separating contracted faculty member may select either (i) the one-time payment outlined in #2 above or (ii) Employee Only health insurance for one year (12 months) post separation.~~
 - ~~B. For separating contracted faculty members who are eligible for the early retirement provisions outlined in Article 41 of the LCCEA contract, this one-time-only payment outlined in #2 above is in addition to the stipend outlined in Article 41.1.~~

~~{Notes regarding current contract language: 1) Contracted faculty members who are eligible for the early retirement health insurance benefits outlined in Article 41.3 of the LCCEA contract may elect two-party post-retirement health insurance consistent with~~

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~~Article 41.3 of the LCCCA contract; and 2) Insurance benefits continue through September 2021 for all faculty having completed the work year through Spring 2021.~~


- ~~3. Contracted faculty desiring to access this voluntary separation incentive must have their written and signed notification of voluntary separation from college employment received by the Lane Human Resource Department by or before April 9, 2021. Establishing such receipt by the College is the responsibility of the faculty member accessing the incentive. Such written and signed separation notifications of voluntary employment separation are irrevocable. Contracted faculty who voluntarily separate from employment under this agreement are not eligible for unemployment insurance benefits from the College. The Lane Community College Human Resource Department will provide a voluntary employment separation form that must be completed and received by the College Human Resources by or before the end of the work day on Friday, April 9, 2021.~~
- ~~4. The College and Association will track the savings.~~
- ~~5. The retirement incentives provided in this MOA shall be raised to match any higher retirement incentives provided by the College to LCC managers and/or to LCC classified staff.~~
- ~~6. In addition to the emeritus tuition waiver provision in the CBA, faculty members electing to accept this 2021 separation from employment incentive shall be eligible for tuition-free class registration using the "tuition waiver" process through June 30, 2022. The tuition waivers apply only to the former Lane faculty and may be used only on a space available basis.~~



For the Association

3/8/2021

Date



For the College

3/8/21

Date

~~Memorandum of Agreement~~

~~between~~

~~Lane Community College Education Association (LCCEA)~~

~~and~~

~~Lane Community College (LCC)~~

~~2023-24 Global Resolution MOA~~

~~This non-precedent setting Memorandum of Agreement (MOA) between Lane Community College Education Association (LCCEA) and Lane Community College (College) provides for a 2023-24 No Lay Off Agreement and Voluntary Faculty Separation from Employment Incentive for eligible contracted faculty, as follows. All terms of the LCC-LCCEA collective bargaining agreement and associated MOAs remain in effect.~~

- ~~1. There shall be no retrenchment or layoff affecting contracted faculty for the 2023-2024 academic year.~~
- ~~2. The FPD FY23 carryover to FY24 shall be reduced by \$50,000 which will be transferred to the general fund.~~
- ~~3. Eligibility - The voluntary separation from employment incentive shall be limited to contracted faculty (.501 FTE to 1.0 FTE). In order to be eligible, faculty must be currently active on payroll for the 2023 Fall term and must have been hired into a contracted faculty position at LCC no later than October 2019. Eligible faculty who have previously communicated to the College their plan to retire or separate from the College on or between the dates set forth in paragraph 4 herein, and who meet the eligibility criteria specified above, shall be eligible for this voluntary employment separation incentive.~~
- ~~4. The voluntary separation incentive shall include a one-time payment of 19.785% of annual contracted salary to fully separate from contracted employment with the College effective on or between March 15 and June 30, 2024, or 14.839% of contracted annual salary to fully separate from contracted employment with the college effective on or between July 1 and December 31, 2024.~~
 - ~~a. If the voluntarily separating contracted faculty member is not eligible for the early retirement incentive provisions under Article 41 of the LCCEA contract, then the separating contracted faculty member may select either (i) the one-time payment outlined in #4 above or (ii) Employee Only health insurance for one year (12 months) post separation.~~
 - ~~b. For separating contracted faculty members who are eligible for the early retirement provisions outlined in Article 41 of the LCCEA contract, this one-time only payment outlined in #4 above does not limit or replace benefits outlined in Article 41.~~
- ~~5. Contracted faculty desiring to access this voluntary separation incentive must have their written and signed notification of voluntary separation from college employment received by the Lane Human Resource Department no later than January 12, 2024.~~

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~~6. Establishing such receipt by the College is the responsibility of the faculty member accessing the incentive. Such written and signed separation notifications of voluntary employment separation are irrevocable. Contracted faculty who voluntarily separate from employment under this agreement are not eligible for unemployment insurance benefits from the College. The Lane Community College Human Resource Department will provide a voluntary employment separation form that must be completed and received by the College Human Resources by or before the end of the work day no later than January 12, 2024.~~

~~7. The College and Association will track the savings.~~

~~8. The separation incentives provided in this MOA shall be raised to match any higher separation incentives provided by the College to LCC managers and/or to LCC classified employees.~~

~~9. The College and LCCEA agree to develop and disseminate a joint communication regarding the incentive and potential savings no later than one week from the date of execution.~~

~~10. This MOA expires on December 31, 2025.~~

Adrienne Mitchell

10/25/23

For the Association

Date

Michael J. Blad

10/25/23

For the College

Date