

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

Public Health and COVID Working Conditions

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 Health Safety and COVID working conditions for campus operations beginning Summer 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.

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 implement social distancing and other public health related safety requirements on campus and at all other Face-to-Face locations pursuant to the most conservative 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 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 vaccinations.

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 to employees and students on campus upon request. Whenever masks are required, employees and students who do not have a mask will be required to obtain one from Public Safety or other designated location upon arrival to campus. 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 any illness with public health contact tracing requirements and when tracing such illnesses. LCC shall cooperate with Lane County Public Health and comply with all public health and/or OSHA requirements for contact tracing.
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 or other illness with public health requirements 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 or other illness with public health requirements 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.** The College shall provide cleaning, disinfectant supplies, and hand sanitizer 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 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.
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 and other illnesses with public health requirements, 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. 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 or other illness 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 or other illness with public health requirements, 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, COVID-19-like symptoms, or other illness with public health requirements but who has exhausted all sick leave may stay home from work without penalty (i.e., loss of pay).

10. **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. 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. Whenever feasible, classes shall be scheduled to 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.

11. **Water safety.** Whenever building use is not sustained at substantially normal levels (i.e., normal pre-pandemic use), LCC shall flush water in such buildings weekly and spot check for chlorine residual levels using the EWEB protocol. 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.

12. **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.

13. **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.

14. **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.

15. **Synchronous instruction.** When a faculty member is ill or required to isolate or quarantine but feels well enough to teach, the faculty member may elect to provide virtual synchronous instruction (e.g., via Zoom) in lieu of face-to-face synchronous instruction during the period of illness, isolation, or quarantine.

16. **Test proctoring services.** Sufficient in-person proctoring services shall continue to be provided in the ITS.

17. **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 participate in class activities due to COVID or other illness with public health requirements. 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.

18. **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, cancel the class session, or move the class session to online synchronous (such as via Zoom) or online asynchronous modality.

For the Association

Date

For the College

Date