

ARTICLE 25 – EMPLOYMENT STATUS

25.1. Definitions

25.1.1. **Contracted Faculty.** Unless otherwise provided in this Agreement or properly executed Memoranda of Agreements, “contracted faculty” includes all bargaining unit members employed more than half time on an annual basis, subject to Article 34.5.3.2 Roundup provisions and bargaining unit members hired into contracted positions who are on full or partial leave or release time for professional development or Association business.

25.1.1.1. **Temporary Contracted Faculty.** Whenever possible, temporary contracted faculty shall be hired through a posted and competitive hiring process. An employee shall be considered a temporary contracted employee under any one of the following conditions:

25.1.1.1.1.1. An employee hired to perform a specific job over a definable period of time not to exceed one (1) academic year unless there is a mutual signed agreement annually by the employee, the College and the Association to extend said period of time (Such assignments include positions on a trial basis for a new or innovative program); or

25.1.1.1.1.2. An employee hired specifically to fill an existing contracted position when the probationary or permanent employee is on a paid or unpaid leave or on another college assignment, or the hiring process for the position is not completed; or

25.1.1.1.1.3. An employee who, as a result of a combination of part-time assignments as mutually agreed by the employee, the College and the Association, works more than half of an annual workload subject to Article 34.5.3.2 Roundup provisions (not including strictly Association assignments).

25.1.1.2. **Temporary Contracted Faculty Evaluation.** Temporary contracted faculty shall be evaluated annually unless there is an explicit agreement not to conduct an evaluation. If temporary contracted faculty are hired into regular contracted assignments, and if developmental evaluations had been completed, the years served by such temporary contracted faculty shall count toward their probationary period. A minimum of one developmental evaluation during the probationary period must be completed within the program or discipline in which the regular contracted assignment is made. Temporary contracted faculty shall serve a minimum of one (1) full year (three academic terms) in probationary status when they are hired into regular contracted assignments.

- 25.1.1.3. **Probationary Contracted Faculty.** An employee shall be considered probationary if said employee is hired to fill a regular contracted bargaining unit position either newly created or caused by the vacating of a contracted employee position.
- 25.1.1.4. **Permanent Contracted Faculty.** Employees shall be considered permanent upon completion of their probationary period.
- 25.1.2. **Part-time Faculty.** "Part-time faculty" includes all bargaining unit members employed half time or less on an annual basis, subject to Article 34.5.3.2 Roundup provisions, unless provided otherwise by the College and Association in a written contract.
- 25.2. **Unapproved Temporary Contract Conditions.** In all conditions, as defined within **Section 25.1.1.1**, temporary contracts that go beyond the approved contract date, or meet the conditions for a temporary contract without having been approved specifically in writing, will either be terminated as soon as feasible or approved as a temporary contract. Any unapproved credit equivalent assignment will not count toward the part-time faculty credit limit defined in this Article.
- 25.3. **Probationary Period.** All new contracted employees except temporary employees and Student Health Nurses shall serve a three (3) year probationary period. Such period must be complete and continuous academic years of employment accomplished during consecutive years unless the employee has been granted a leave of absence under the terms of this Agreement.
 - 25.3.1. The College may, at its discretion, extend the 3-year probationary period one (1) year with reasons for such action given to the employee and to the Association in writing. Association representatives may be present at all meetings between the employee and the immediate supervisor to discuss the terms of this extension.
 - 25.3.2. For the purposes of this section, a contracted employee will be considered to have completed a year of employment if he/she has been employed half time or more for a minimum of two terms in a year.
 - 25.3.3. The probationary period for a Student Health Nurse is six (6) months or one half a year. The probationary period for an Athletic Trainer is three (3) years.
- 25.4. **Non-renewal.** A probationary employee may be non-renewed for any reason deemed in good faith sufficient by the College. Notice of such non-renewal shall be sent via certified mail by February 15 of the second probationary year.
 - 25.4.1. Beyond completion of their second year of probation with notice of non-renewal due by February 15, probationary employees may not be recommended for non-renewal for poor performance without having received a Corrective Evaluation and sufficient time to demonstrate improvement.
 - 25.4.2. Upon request, the employee shall be provided a statement of the material reasons for the nonrenewal; and further, shall be entitled, upon request, to

appeal their nonrenewal to the President and/or to meet informally with Board in executive session to discuss the reasons for the nonrenewal.

- 25.4.3. The substantive reasons or grounds for the nonrenewal shall not be subject to the grievance procedure.
- 25.5. **Dismissal of Permanent Employee.** Upon successful completion of the probationary period, an employee shall be considered permanent and may be dismissed only for just cause and the committing of egregious behavior.
- 25.6. **Placement on Notice.** If the basis for dismissal action is performance related, the employee may be placed on notice for up to one (1) year before such action is made final.
- 25.7. **Just Cause Discipline.** No employee shall be reprimanded, suspended or reduced in compensation without just cause.
- 25.8. **Feedback and Discussion of Performance.** Informal, non-fault finding, non-disciplinary feedback regarding performance of job assignments may be provided to faculty members and such feedback is not subject to the Complaint Procedure or Just Cause standards. Feedback must be provided privately and respectfully. The College must follow all provisions of the Complaint Procedure and Just Cause articles when the subject of concern may lead to discipline or corrective evaluation.
- 25.9. **Formal Complaint Procedure.** Within ten (10) working days of receiving written complaints, or fifteen (15) working days of receiving unwritten complaints, the College shall make a determination of whether the complaint is significant enough that if established as factual could lead to discipline. The College will also determine the degree and extent of any investigation warranted by the complaint based on its merit. Complaints will be terminated when a lack of merit is determined at any stage of the investigation.
- 25.9.1. Any materials utilized in the investigation of a complaint that is found to be without merit will be expunged from all College records, excepting those records that are required to document investigations.
- 25.9.2. The College shall not investigate complaints or other allegations that are untimely, unless the complaint or allegation, if true, would constitute violation of an Oregon statute; complaints or allegations about alleged behavior occurring more than one year prior to the notice to the faculty member shall be deemed untimely. The College shall not investigate complaints or other allegations regarding behavior previously known to the College in which the College did not initiate complaint investigations within the timeframe allowed in the complaint investigation section of this agreement.
- 25.9.3. Unwritten complaints that are determined to be established consistent with the above shall be reduced to writing. Once a determination has been made that a complaint may lead to discipline, the College shall provide written notice of the complaint to the faculty member. The employee will be given a copy of the complaint and an adequate opportunity to respond to and/or rebut such

complaint. All complaints that meet the above conditions shall be timely investigated.

- 25.9.4. The investigation shall include an opportunity for the faculty member to meet with the manager/investigator, understand all allegations, be provided the name of the complainant except when prohibited by law or if grades are still pending, and respond to and/or rebut the evidence. Investigations of complaints will be completed within twenty (20) working days from the time the College determines the complaint may lead to discipline and provides the written notice of the complaint to the employee, unless a written agreement between the College and Association extends the timeline. When the twenty (20) working day investigation period extends into the summer term, the employee shall have the option to have the investigation completed within the assigned work days in the following academic year.
- 25.9.5. In the investigation of allegations of employee violation of College policy, state law, or other governing standards, the College shall reference the controlling language within the College policy, state law, or other governing standard, and shall specifically identify how the alleged behavior would violate said standards.
- 25.9.5.1. The College shall adhere to its established policies and procedures in responding to complaints and concerns raised about employees.
- 25.9.6. The College shall send a final report to employees investigated by the College that provides the College's formal conclusions. Such reports shall clearly indicate whether the report constitutes "discipline" or not.
- 25.10. **Right to Representation.** The College will provide timely notification to an employee of his/her right to have an Association representative whenever it is apparent, or should be apparent, that a meeting with an employee may lead to the discipline of said employee. The College will reasonably accommodate the Association and employee in scheduling the time for such meetings.
- 25.11. Nothing in Articles 25.8 and 25.9 above shall waive the rights of an employee to file a grievance if it is the decision of the College to take disciplinary action against an employee. Further, if any written complaint is found to be unsubstantiated either through the investigation process or the grievance procedure, said complaint shall be expunged from all College records and shall not be utilized in any future actions against the employee.
- 25.12. **Severance Agreements.** Any discussions that could lead to a severance agreement between the College and a contracted faculty member where the severance agreement creates an exception to, or requires a waiver of the LCCEA Agreement, shall only occur in the presence of an Association representative, and said severance agreements shall be agreed upon by the employee, the College and the Association. All written severance agreements must be reviewed by the Association for consistency with the contract prior to College approval.
- 25.13. **Downtown Parking.** The College agrees to provide paid parking for

Contracted and part-time bargaining unit faculty who are employed at Lane Community College Downtown Center. Paid parking will be provided through parking coupons. Eligible employees may acquire parking coupons at the LCC-DTC Bookstore. Each term a list of eligible faculty will be provided to the LCC-DTC Bookstore and Human Resources office.

25.14. Classroom Safety

- 25.14.1. Faculty members have the right to remove students from their class for disruptive, threatening or otherwise inappropriate behavior for a class period.
- 25.14.2. Faculty may request permanent removal of a disruptive or threatening student. Faculty members exercising this option shall submit a report on the incident(s) and reasons for the removal, and other pertinent information, and shall be kept apprised of all developments related to the matter. Students will be cited by ASA and will not be permitted to return to class until a hearing has been held and the process is completed.
- 25.14.3. Faculty members exercising this authority shall notify the Academic and Student Affairs office, within 24 hours of the removal using the official reporting system (Maxient). This report must be in made in writing and submitted to the EDSA.
- 25.14.4. The Administration shall conduct an investigation (a.k.a. "hearing"). If the Administration and requesting instructor agree on the permanent removal of the student, based on the circumstances described in the incident report and the subsequent information revealed in the investigation, the student removed shall not be permitted to return to class.
- 25.14.5. If the Administration and instructor do not agree, the question will be turned over to the Classroom Conduct Review Committee. The committee will meet and make a determination within 3 working days.
- 25.14.6. The Classroom Conduct Review Committee shall be comprised of an equal number of administrators, Association appointed faculty members, and ASLCC appointed students and shall operate by majority vote. All members of the committee will undergo training approved by the College and Association.
- 25.14.7. If a majority of the committee votes to return the student to class, the student is returned, and the faculty member shall be offered a reasonable instructional alternative; otherwise, the student is not returned to the class. If the student is returned to the class, the committee shall identify any conditions and recommend any other steps to assure classroom, student, and employee safety.
- 25.14.8. The student may Appeal the decision of the committee as defined in the student code of conduct. If as a result of the appeal the student is returned to class the faculty member will be offered a reasonable instructional alternative assignment.

25.14.9. This agreement automatically renews every July 1, unless either party notifies the other party by March 1, starting March 1, 2016. If such notice is provided, the parties shall bargain any revisions or non-renewal.

* In addition to the right to remove a student for a class period and the right to permanent removal, faculty members may consult "Students of Concern" webpage for additional options:

<http://www.lanecc.edu/studentconduct>

25.15. Oregon Residency

25.15.1. Effective January 1, 2026, all bargaining unit members must maintain and permanently reside in a principal place of residence in the State of Oregon.

25.15.2. The College determines residency. An employee's residence is defined as the primary place the employee certifies is their intended one, true, permanent home or domicile to which the employee intends to return following any absence. The College may consider the following factors when determining residency: where the employee maintains living quarters, place of filing tax returns, property ownership, driver's license, and vehicle registration. The establishment of a P.O. Box does not satisfy residency requirements for purposes of employment.

25.15.3. The College may consider an individual request to temporarily reside outside of the State of Oregon on a case-by-case basis.