

~~MOA:~~ **Art. Y COLLEGE GOVERNANCE**

~~The following constitutes agreement between Lane Community College (hereinafter referred to as the College) and Lane Community College Education Association (hereinafter referred to as the Association) on issues of governance resolved to facilitate operation of the College Governance System.~~

Y.1 Relationship of Governance and Collective Bargaining

The parties understand the decisions made under the Governance System will not amend or supersede the parties' collective bargaining agreement and Memoranda of Agreement. No agreements of the councils will have any direct or indirect impact on otherwise negotiable subjects without the Association and the College waiving, in writing, their PECBA rights. If such agreements are inadvertently made, neither party may seek to enforce **the** same over the objection of the other.

The college governance system will not be used to supplant bargaining or collective bargaining processes.

Y.2 Representation

Nothing in the governance system shall be interpreted to infringe on the rights of LCCEA as the exclusive representative of the faculty for all matters bargainable under applicable laws and as exclusive faculty representative in the governance system. Faculty Council appointees in the governance system represent the Faculty Council.

Y.3 Article 36 Grievance Procedure Waiver

Article 36 "Grievance Procedure" in the collective bargaining agreement between the College and the Association will not apply to the Governance System. Policies, plans, and decisions/recommendations made in the governance system shall not be subject to grievance under the collective bargaining agreement.

Y.4 Reassignment rates

Reassignment time will be provided to faculty members at the following rates:

Faculty Council Co-chairs will each be provided reassignment time of **one course per term up to .25 FTE** ~~one term per year~~.

Faculty chairs of governance councils (including the former Finance Council, now known as the College Council Budget Development Subcommittee, and not including the Faculty Council Co-Chairs) **shall be provided reassignment time of one course per term up to .25 FTE** ~~an annual stipend of \$1500~~.

Part-time faculty members serving on councils but not serving as chairs shall receive compensation at their regular hourly rates for one hour for

every hour of council meeting time in addition to being compensated for actual meeting time for committee work outside of council meetings.

Y.5 Reassignment Limits

Faculty members' governance reassignment time may not exceed 0.5 FTE in any term.

Y.6 Course releases and overload pay

Faculty members are expected to use the reassignment time to be released from other assignments, but may choose to take the reassignment time provided as overload pay. Reassignment time provided may be used in any term or taken as overload pay within the academic year. For example, faculty members teaching courses greater than .25 FTE may use reassignment time provided over the course of a year for release from faculty duties; thus a faculty member provided .25 FTE per term who teaches courses with .333 FTE may take a course release two terms, leaving a balance of .083 for the year.

Y.7 Governance appointments and course release procedures

Faculty Association and Faculty Council fall appointments will be made by May 15th and faculty members provided reassignment time shall meet with their Departmental managers to work out the details of scheduling course releases and/or overload compensation by May 31st. For non-fall appointments, faculty members granted reassignment time shall meet in a timely manner with their Departmental managers to work out the details of scheduling course releases and/or overload compensation. ~~Reassignment time shall be provided unless a qualified person cannot be found to replace them.~~

Y.8 Part-time faculty members

If governance reassignment time for a part-time faculty member produces a total assignment of 0.667 FTE or below for the academic year, reassignment time will contribute toward workload and be compensated as any part-time teaching assignment below .5 FTE. Governance reassignment time will not result in movement of a part-time faculty member to contracted status.

~~9. Duration of Agreement~~

~~This Memorandum of Agreement shall be renewed for the following academic year unless the College or the Association gives written notice to the other after January 1 and not later than March 31, annually, of its desire to modify the Memorandum of Agreement or to terminate the Agreement. The Labor Management Committee shall also assess the reassignment rates specified in Article 4 (above) between January 1 and March 31, annually.~~