

## **Memorandum of Agreement**

**between**

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

**and**

**Lane Community College (LCC)**

### **Impacts of SB 551**

This Memorandum of Agreement (MOA) between Lane Community College Education Association (LCCEA) and Lane Community College (College), which concerns the impacts of SB551, shall be effective upon execution. All terms of the LCC-LCCEA Collective Bargaining Agreement and associated Memoranda of Agreement remain in effect.

### **Mutual Interest and Commitment**

The parties agree that it is in the mutual interest of the College and the faculty to streamline processes and to maximize reimbursements to LCC resulting from SB 551. The parties make a commitment to collaborate in order to maximize reimbursements and recognize that SB 551 designates that any realized savings "are considered employment relations for purposes of collective bargaining under ORS 243.650 to 243.782."

### **Process**

1. The LCC "process established by each institution" for part-time faculty to select a home institution in accordance with SB 551 shall be as follows.
  - a. Effective October 1, 2021, part-time faculty who: are eligible for insurance at LCC as outlined in the CBA; who receive LCC-provided insurance benefits; and who also meet the eligibility requirements for SB 551 based solely on their LCC employment shall have LCC designated as their "home institution" unless they opt-out as described in "b" below. No form shall be required.
  - b. Part-time faculty who meet the requirements outlined in "a" shall have the opportunity to opt-out of designating LCC as their home institution upon execution of this agreement and whenever they have a qualifying event. A form shall be required for all faculty wishing to opt-out.
2. Part-time faculty who do not meet the criteria for 1. a. above but who are eligible for insurance under SB 551 (e.g. through employment at LCC combined with other public institutions of higher ed in Oregon) or who become eligible for LCC insurance shall also have the opportunity to designate LCC as their "home institution" or opt-out. A form developed for faculty use to implement this provision (i.e. 2) shall be required for all part-time faculty receiving LCC insurance at the time of LCC insurance enrollment or whenever they have a qualifying event.

3. LCCEA and HR shall collaborate on the development of forms, and shall make every effort to communicate information and options to faculty in a timely manner.
4. The College shall make submit all required paperwork for reimbursement to the institution in a timely manner.
5. In the event that anticipated reimbursement process guidelines from HECC impose requirements that prevent seeking full reimbursement to which the College should be eligible under SB551, the parties agree to collaboratively work to adjust the process used to designate "home institution."

### Savings

6. The savings resulting from SB 551 shall include total actual reimbursements to the institution every fiscal year. The College shall provide an accounting to LCCEA each time the institution receives reimbursements. Any provisions herein shall be solely reliant on funding from reimbursements the College receives pursuant to the terms of SB551 except as outlined in provision h. Should the SB551 funding be discontinued, all provisions of this MOA shall return, upon the depletion of all remaining SB551 funds, to the pre-MOA status, and all provisions of this MOA shall be terminated except that the cost limiting provisions in 7 a, b, and c below pertaining to Article 33 shall be discontinued at the end of the insurance year (i.e. September 30) after discontinuation of SB551 funding.
  - a. In the unlikely event that the College does not receive reimbursements due to untimely submission or any other reason stemming from College error or lack of action, faculty shall be held harmless with provisions outlined in this MOA provided based on the amount that should have been provided to LCC had the College not erred.
7. The savings resulting from reimbursement to LCC shall be appropriated in the priority order as follows.
  - a. 10% of savings shall be reserved for college use for administrative costs.
  - b. Article 33.3.2.2.3 shall be modified as follows.

College part-time faculty selecting employee-only coverage shall pay the same out-of-paycheck contributions as contracted faculty.

Part-time faculty selecting employee plus spouse/partner or employee plus children coverage shall receive an employer contribution equal to ~~84%~~95% of the cost for OEBC medical only Plan Birch. Part-time faculty selecting full-family coverage shall receive an employer contribution equal to ~~67%~~90% of the cost of OEBC medical only Plan Birch. Part-time faculty shall pay the remaining amounts of OEBC medical Plan Birch above ~~84%~~95% for employee plus spouse/partner or employee plus children coverage for OEBC medical Plan Birch. Part-time faculty shall pay the remaining amounts of OEBC medical Plan

Birch above ~~67%~~ **90%** for full-family coverage for OEBC medical Plan Birch. Part-time faculty may select other OEBC plans and receive the same dollar contribution from the College as it would pay for medical Plan Birch according to the above formulas. This provision (i.e., b.) shall take effect beginning January 2022.

- c. Article 33.2.4.1 shall be modified to, "Part-time faculty members working a total of 1.2 term FTE or greater cumulatively in any two of the four terms of the Summer, Fall, Winter, and/or Spring shall maintain eligibility for all four terms of the academic year." This provision (i.e., c.) shall take effect beginning with the 2021-2022 academic year.
- d. Article 33.2.4.2 shall be modified to remove the 0.5 term FTE Summer term limit. This provision (i.e., d.) shall take effect beginning with Summer 2021.
- e. One and one half non-instructional days shall be restored as a paid working days such that the contracted faculty work year shall be 172.5 days with a commensurate salary increase. Article 9.3 shall be modified as follows. ***Fall In-service. Fall in-service shall be held on the Friday afternoon (i.e. ten days prior to the beginning of Fall term), Monday, Tuesday, Wednesday, Thursday, and Friday immediately prior to the first week of classes in fall term. Monday shall be scheduled for student outcomes assessment activities. morning and Tuesday morning shall be scheduled for professional development activities, mutually planned, agreed to, and implemented, by a committee including no less than three faculty members, including the Faculty Professional Development Coordinator and selected by the Faculty Professional Development Oversight Committee. Wednesday morning may be scheduled by departments/divisions for faculty meetings; Tuesday afternoon may be scheduled for faculty sabbatical reports. Thursday morning may be scheduled by the College for the President to meet with the faculty. Thursday afternoon may be scheduled by the Association for an All Faculty Meeting; no other faculty events may be scheduled during the All Faculty meeting. Friday afternoon (i.e. ten days prior to the beginning of Fall term), Wednesday afternoon, and Friday (i.e. three days prior to the beginning of Fall term) shall be class prep days; no other required activities may be scheduled for faculty members on class prep days.*** This provision (i.e., e.) shall take effect beginning with the 2022-2023 academic year.
- f. This provision (i.e., f.) shall take effect beginning with the 2022-2023 academic year. Article 9.2.2 shall be modified as follows.  
9.2.2 Non-instructional Days - Part-time. Each part-time faculty member shall be compensated for attendance of a maximum of ~~thirty-two (32)~~ **forty-four (44)** hours of college-wide in-service scheduled activities every academic year. Part-time faculty will be compensated at their hourly rate for all hours attended.  
9.2.2.1 Up to a maximum of ~~twenty-four (24)~~ **twenty-eight (28)** hours of in-service attendance for part-time faculty members shall be compensated each

year prior to or during the fall term if the employee works as a member of the bargaining unit during fall term. These hours will typically be scheduled prior to and contiguous with fall term. The primary purpose of these hours is for in-service attendance. Parttime faculty members not utilizing all ~~twenty-four (24)~~ **twenty-eight (28)** hours during in-service may use any and all remaining hours for meeting attendance and/or on campus workshops and trainings prior to the end of the next Spring term ***except that eight (8) of these forty-four hours shall be limited in use for student outcome assessment activities.*** Faculty members shall report such activities via their electronic time sheet.

9.2.2.2 Up to an additional ~~eight (8) hours~~ **sixteen (16) hours** of in-service attendance for part-time faculty members shall be compensated by the College each year for part-time faculty in either **at the rate of eight (8) hours per term** in the winter ~~or~~ **and** spring terms if the employee works as a bargaining unit member during the term ~~the in-service is held~~. This additional time for part-time faculty in-service shall be scheduled for a college-wide activity or event and is not available for a discretionary assignment. The primary purpose of these hours is for inservice attendance. Part-time faculty members not utilizing all ~~eight (8) hours~~ **sixteen (16)** during in-service may use any and all remaining hours for meeting attendance and/or on campus workshops and trainings any time during the current academic year. Faculty members shall report such activities via their electronic time sheet. ...

- g. The College shall establish a curriculum development fund in the amount of \$20,000 per year that provides CD funding to successful applicants to develop curriculum for existing or new courses that reflects the needs of marginalized communities, promotes equity, inclusion, and understanding of systemic oppression. The application and funding award process shall be administered by Faculty Professional Development. All CD awarded pursuant to this provision shall be provided only to existing and new courses already approved through the Curriculum Committee and its procedures.
- h. The parties affirm the mutual goals of social justice, diversity, equity and inclusion and shall promote recruitment and retention of diverse faculty. Remaining savings shall be dedicated to establish a Justice, Diversity, Equity, and Inclusion Faculty Fellowship Program with goals of advancing the careers of individuals from groups in the U.S. that have been historically underrepresented in the academic profession and increasing the racial and ethnic diversity of the faculty. This provision (i.e., h.) shall take effect beginning with the 2022-2023 academic year.

- i. LCCEA and HR shall collaborate in all aspects of development of the fellowship program.
- ii. The College shall hire no less than two new full-time temporary contracted fellowship faculty each academic year.
- iii. Temporary contracted fellowship faculty shall be evaluated consistent with Article 13.
- iv. Temporary contracted fellowship faculty shall become probationary upon completion of the first year as temporary contracted faculty.
- v. Temporary contracted positions, including temporary fellowship faculty, do not count toward minimum Faculty FTE required in Art. 10.7.4. Probationary faculty, including fellowship faculty who have become probationary, do count toward minimum Faculty FTE required in Art. 10.7.4.
- vi. All new contracted faculty who meet the eligibility requirements of the fellowship, including temporary contracted fellowship faculty, shall receive a one course release up to .25 FTE per term or equivalent averaged over the academic year for the first year of contracted employment at LCC for the purpose of professional development, mentorship, and collaboration.
- vii. \$20,000 shall be provided to Faculty Professional Development for administration of the new professional development and mentorship program in conjunction with Faculty Connections.

- i. Costs shall be calculated as follows.
  - i. Provision a shall be actual cost (i.e. 10% of savings).
  - ii. For the purpose of calculations, provision b shall be actual accounted costs of the increase from 84% to 95% and 67% to 90% for part-time faculty participating in insurance above the employee-only tier, which shall be documented and provided to LCCEA.
  - iii. For provision c, the annual cost shall include only the cost of college contributions for one-term of insurance for faculty who teach 1.2 term FTE over two terms but who do not work the other two terms and maintain insurance for four terms instead of three.
  - iv. For provision d, the annual cost shall only include the increased insurance costs resulting from increased eligibility resulting from summer FTE in excess of .5 FTE.
  - v. For provision e, the annual cost shall include the one and one half day salary plus 25% direct OPE based on actual contracted faculty salaries.
  - vi. For provision f, the annual cost shall be calculated according to the following formula. 12 hours x average part-time faculty hourly salary x 1.25 x 1/2 the number (i.e., headcount) of part-time faculty employed during Fall term per the HR-provided faculty roster.

- vii. For provision g, the annual cost shall be actual funds expended (i.e. \$20,000 or less).
- viii. For provision h, the annual cost shall be \$40,000 per temporary contracted position plus the \$20,000 mentorship program fund except that any costs for provision h in excess of actual realized savings shall be provided by the College.
- ix. All unused funds (i.e. savings) from one year to the next shall be reserved for use the subsequent year in a manner consistent with this MOA.
- x. In the event that there are insufficient reimbursements to fund (a.-h.) above, the following reprioritization shall be made to try to ensure that (h.) continues to receive some support from these reimbursements. Such adjustments to the priority list shall be carried out in this order, and only as necessary to fund (h.).
  - 1. (e.) will be reduced to one day that will be utilized as one half student outcomes assessment and one half class prep, and (f.) will be reduced to eight (8) hours with four (4) reserved for assessment activities.

 12/9/2021

For the Association

date

 12/9/2021

For the College

date