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.

- 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	Mixbul / Blad	10/25/23
For the Association	Date	For the College	Date