

The College proposes to address the following side letters of agreement as indicated. The College reserves the right to make future proposals related to any and all other side letters of agreement between the parties.

1. Contracted Faculty FTE – 11/2/2021
2. Academic Program Review
  - a. Incorporate in CBA as new article with proposed changes (see enclosed proposal)
  - b. Eliminate
3. Academic Technology
  - a. Eliminate.
4. Unpaid Sabbatical Leave
  - a. Eliminate.
5. College Governance:
  - a. Incorporate in CBA. (See enclosed proposal.)
  - b. Eliminate
6. College Governance Reassignment Time:
  - a. Incorporate in CBA along with primary College Governance provisions (see above and enclosed proposal).
  - b. Eliminate
7. ESL Faculty Work
  - a. Eliminate
8. ESL Grading and FTE
  - a. Eliminate
9. Media Arts
  - a. Eliminate
10. Reemployment of retirees
  - a. Incorporate into CBA at Article 41 with changes proposed by College (see enclosed proposal language)
  - b. Eliminate
11. PT Faculty compensation for committees:
  - a. Incorporate into CBA at Art. 34.9 with updated pay provisions (see enclosed proposal language)
  - b. Eliminate
12. Office Hours
  - a. Eliminate
13. Grievance and ULP Settlement
  - a. Eliminate
14. Faculty workshop/Training:
  - a. Incorporate into Article 23 with updated language (see enclosed proposal language)
  - b. Eliminate
15. Section 125
  - a. Incorporate in Article 33 (see enclosed proposals)
  - b. Eliminate
16. HB 2611

- a. Incorporate in Article 33 (see enclosed proposals)
  - b. Eliminate
- 17. Common Course Numbering
  - a. Maintain as side letter attached to successor CBA
- 18. Manager Teaching
  - a. Eliminate
- 19. Part Time Trainers
  - a. Maintain as side letter attached to successor CBA
- 20. Part Time Coaches
  - a. Maintain as side letter attached to successor CBA
- 21. Workload: Advanced Technology
  - a. Eliminate: See College's Art. 35 Proposal.
- 22. Workload: Culinary Workload
  - a. Eliminate: See College's Art. 35 Proposal.
- 23. Workload: Joint Task Force
  - a. Eliminate: See College's Art. 35 Proposal.
- 24. Workload: Nursing Clinical
  - a. Eliminate: See College's Art. 35 Proposal.
- 25. Workload: Class Cancellation
  - a. Eliminate: See College's Art. 35 Proposal.
- 26. Workload: Class Cancellation (modified)
  - a. Eliminate: See College's Art. 35 Proposal.
- 27. Workload: Assignment Rights
  - a. Eliminate: See College's Art. 35 Proposal.

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

**[NEW] ARTICLE X - ACADEMIC PROGRAM REVIEW COMMITTEE**

**X.1. COMMITTEE**

X.1.1. The Academic Program Review Oversight Committee (APROC) is an Academic Committee. APROC shall include the Vice President of Academic Affairs and two instructional deans, appointed by the Vice President of Academic Affairs, as ex-officio members, in addition to members appointed directly by Faculty Council.

X.1.2. The Program Review Chairperson assignment shall be posted for qualified faculty to apply for via an internal posting process consistent with Article 12.6 of the LCCEA contract.

**X.2. WORKLOAD AND COMPENSATION**

X.2.1. The Program Review Chairperson shall be eligible for no less than a one (1) course ~~reassignment/release~~, subject to confirmation by Vice President of Academic Affairs ~~the Office of Academic and Student Affairs~~ and in consultation with the responsible dean for each of the standard three academic terms (fall, winter, and spring) annually.

X.2.2. Faculty in programs that are going through the Program Review process may collaborate with the Office of Academic ~~and Student~~ Affairs to identify a designated "lead" faculty member during the term(s) when the program is to complete the program review process. Designated "lead" faculty for programs completing the review process shall be eligible for no less than a one (1) course reassignment for one academic term per academic year when the program is completing the program review.

**X.3. PROGRAM DETERMINATION FOR PROGRAM REVIEW**

X.3.1. Faculty members in each program shall determine the composition of the Program Review Committee (for their "program"), including the Program Review "lead," by consensus or regular department or program decision-making processes.

X.3.2. The APROC and in collaboration with the Office of Academic ~~and Student~~ Affairs shall be responsible for determining what constitutes a "program"

for the purpose of completing the academic program review process and for the purpose of awarding designated “lead” faculty the reassignment time and/or compensation outlined in this MOA.

## ~~MOA: COLLEGE GOVERNANCE~~

### [NEW] Article X - 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.~~

- X.1. **College Relationship of Governance and Collective Bargaining.** The ~~College 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.

- X.2. **Representation.** Nothing in the College Gg governance system shall be interpreted to infringe on the rights of the Association~~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.

- X.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 College Governance ss system. Policies, plans, and ~~decisions~~/recommendations made in the governance system shall not be subject to grievance under the collective bargaining agreement.

- X.4. **College Governance Participation and Chair Reassignment.**~~rates~~  
Contracted and part-time faculty members may be selected to participate in the College Governance system councils. Contracted faculty participation is compensated as part of a faculty member's regular assignment. Part-time faculty compensation and reassignment time for faculty members serving as chairs will be. ~~Reassignment time will be provided to faculty members~~ at the following rates:

- X.4.1. Part-time faculty members serving on councils but not serving as chairs shall receive compensation at their regular hourly rates for one (1) hour for council work outside of council meetings in addition to being compensated for actual official council meeting time.

~~X.4.2. Contracted faculty members serving as chairs of governance councils or standing subcommittees shall be provided reassignment time for one (1) course per term of service up to 0.25 FTE. Contracted faculty members may choose to take the reassignment time provided as overload pay. Faculty Council Co-chairs will each be provided reassignment time of .25 FTE one term per year.~~

~~X.4.3. 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 an annual stipend of \$1500.~~

X.5. **Reassignment Limits.** Faculty members' governance reassignment time may not exceed 0.5 FTE in any term.

X.5.1. Governance participation will not result in movement of a part-time faculty member to contracted status.

~~X.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.~~

~~X.7-X.6. **College Governance Participation Notice** 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 Dean Departmental managers to work out the details of scheduling course reassignments 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 Dean Departmental managers to work out the details of scheduling course reassignments releases and/or overload compensation. Reassignment time shall be provided unless a qualified person cannot be found to replace them.~~

~~X.8. **Part-time faculty members.** If governance reassignment time for a part-time faculty member produces a total assignment of .6 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.~~

~~X.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.~~