

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 to ensure their proper distribution as savings reserved for labor relations in accordance with SB 551.

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. 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. 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. ***5% of savings shall be reserved for college use for administrative costs.***
 - b. ~~The College contributions to Section 125 accounts for Section 125-eligible, Section 125-participating part-time faculty shall be increased by \$640 per year for employee + spouse/partner and employee + child(ren) tiers and increased by \$960 per year for full family. This provision (i.e., a.) shall take effect beginning with the 2022 Section 125 calendar year, for which election takes place no later than November 2021. Calculations will include the amount of increased Sec 125 college contributions, based upon actual part-time faculty usage.~~

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 OEGB medical Plan Birch above 84% 95% for employee plus spouse/partner or employee plus children coverage for OEGB medical Plan Birch. Part-time faculty shall pay the remaining amounts of OEGB medical Plan Birch above 67% 90% for full-family coverage for OEGB medical Plan Birch. Part-time faculty may select other OEGB plans and receive the same dollar contribution from the College as it would pay for medical Plan Birch according to the above formulas.

- 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., b.) 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., c.) shall take effect beginning with Summer 2021. Actual realized savings (i.e. reimbursements to LCC resulting from SB 551) shall be applied as follows:
 - i. ~~For the purpose of calculations, provision a shall be actual accounted costs of the increase from 84% to 95% and 67% to 90%, which shall be documented and provided to LCCEA.~~
 - ii. ~~For provision b, 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.~~
 - iii. ~~For provision c, the annual cost shall only include the increased insurance costs resulting from increased eligibility resulting from summer FTE in excess of .5 FTE.~~
 - iv. ~~After deducting the cost of a, b, and c, **Remaining Realized Savings** shall be paid to faculty in an annual lump sum payment no later than September 10 for the previous fiscal year (July 1 – June 30) and distributed such that all faculty receive a lump sum equivalent to a percentage of actual earned salary according to the formula below. 25% direct OPE shall be included in the formula. Per the formula, the percentage of salary provided to part-time faculty shall be twice the percentage of salary provided to contracted faculty.~~
 - 1. ~~**Remaining Realized Savings** = 1.25 x [(a x actual total fiscal year contracted faculty salary expenditures) + (2a x actual total fiscal year part-time faculty salary expenditures)]. a = % applied to contracted faculty salary, and 2 x a = % applied to part-time faculty salary in order to determine amounts of lump-sum payments to faculty.~~
 - 2. ~~**Example:** If **Remaining Realized Savings** = \$412,500; total actual fiscal year contracted salary expenditures = \$15,000,000; and total actual fiscal year part-time faculty salary expenditures = \$9,000,000, then lump-sums for individual contracted faculty~~

would be 1% of annual earnings, and lump sums for individual part-time faculty would be 2% of annual earnings.

$$\$412,500 = 1.25[(1\% \times \$15,000,000) + (2\% \times \$9,000,000)]$$

In this example, a contracted faculty member with total actual FY22 earnings of \$71,297 would receive a \$712.97 lump-sum payment no later than September 10, 2022, and a part-time faculty member with \$32,010 in total actual FY 22 earnings would receive a \$640.20 lump-sum payment no later than September 10, 2022.

- e. One **non-instructional** day shall be restored as a paid working day such that the contracted faculty work year shall be 172 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 **Monday, Tuesday, Wednesday, Thursday, and Friday** immediately prior to the first week of classes in fall term. **Monday 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. **Monday afternoon, Wednesday afternoon, and Friday** shall be class prep days; no other required activities may be scheduled for faculty members on class prep days.
- f. 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-eight (48) 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)~~ **thirty-two (32) 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)~~ **thirty-two (32) 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. Faculty members shall report such activities via their electronic time sheet.

9.2.2.2 Up to an additional ~~eight (8) hours~~ **sixteen (16)** 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. ... [Comment: Spring should not be reduced. Otherwise, PT faculty would not be able to attend the full day of Spring Conference.]

- g. The College shall establish a curriculum development fund in the amount of \$40,000 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. **In order to meet student needs, all remaining savings (after provisions of a through g above) shall be allocated to increase PT and/or FT faculty counseling staffing (e.g. Retention, Career, FYE, Drug/Alcohol, MHWC Counseling) from current FY22 budgeted level(s) adjusted each year for inflationary increases per regular budget process.**
- i. Costs shall be calculated as follows.

 - i. **Provision a shall be actual cost (i.e. 5% 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 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. 16 hours x average part-time faculty hourly salary x 1.25 x $\frac{1}{2}$ 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. \$40,000 or less).**

~~j.—Any remaining realized savings after fulfillment of a through g above shall be utilized to restore partial or full furlough days to the contracted faculty work year with commensurate salary increase for the purpose of class preparation and grading, which benefit students, with commensurate paid time provided in the form of additional inservice hours for part-time faculty use.~~

- ~~i.—Example: If remaining realized savings equate to the restoration of one half day for contracted faculty, four (4) additional inservice hours shall be provided to part-time faculty for use consistent with 9.2.2.1.~~
- ~~ii.—Formula: Savings = (Part-time faculty average hourly rate x a hours x 1.25) + (Contracted faculty commensurate salary x b days x 1.25) where a = (b x 8) and where the 1.25 factor is utilized to account for direct OPE.~~
- ~~iii.—Partial days restored to the contracted faculty work year shall be rounded up to the nearest half day.~~