

**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.~~

**Commented [MB1]:** This clause is struck through because the savings aren't reserved for labor relations - they're subject to bargaining, and this implies somehow that the college must agree to provide labor with all the savings, which is not the case.

**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, **less the anticipated 0.4% OEGB premium increase across all groups calculated using FY 2020/21 enrollments**. 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.

**Commented [MB2]:** From Shane - The .4% represents the increase that OEGB actuaries estimate will result due to higher utilization. That rate increase is expected to apply to all groups and all plans and is something that the College will largely be responsible for picking up due to the cost sharing structure. Based upon current rates and enrollment (not counting newly eligible employee enrollments), Sharon estimated that it would amount to an additional \$50k/yr.

7. The savings resulting from reimbursement to LCC shall be appropriated in the priority order as follows.
  - a. ~~5%~~ **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 OEGB medical only Plan Birch. Part-time faculty selecting full-family coverage shall receive an employer contribution equal to ~~67%~~ **90%** of the cost of OEGB 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.

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. **This restored day, Monday, shall be used entirely as a day to perform student outcomes assessment activities, which shall be 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. **The remaining days, Tuesday thru Friday, shall be utilized pursuant to past practice and may be modified with mutual agreement between EA and the college.** ~~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.

Commented [MB3]: Any extra hours in this section shall be used for student outcome assessment activities, except for the time necessary to attend the Spring Conference.

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 in-service 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. [insert section about the faculty fellowship in which all remaining funds will be used to provide faculty fellowships]. 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 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 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).