

**MEMORANDUM OF AGREEMENT
BETWEEN
LANE COMMUNITY COLLEGE AND THE LCC EDUCATION ASSOCIATION
July 1, 2005 through June 30, 2007**

STRATEGIC LEARNING INITIATIVE

I. Authority and Resources

1.1. The parties to this agreement will carry out the following mission of the Strategic Learning Initiative exclusively, as is practical, through the structure established herein, for the time period of this agreement, unless otherwise mutually agreed.

The mission of the Strategic Learning Initiative (SLI) is to engage faculty throughout the college in strategic, systemic innovations to bring instruction and the learning environment up to and maintained at their full potential, by:

- a) applying advances in understanding of the student learning process and student motivation to learn;
- b) applying advances in technology;
- c) developing innovative formats (e.g. intensive formats) of instruction, instructional programs, and instructional delivery systems to meet the changing needs of our current students and creating educationally sound formats, programs and instructional delivery systems to meet the needs of students not previously served by the college;
- d) promoting a college-supported practice of learning scholarship among the faculty.

New areas of innovation may be added by the SLI Leadership Team where mutually agreeable using the consensus decision making process outlined below in the Decision Making and Conflict Resolution section of this MOA.

1.2 The parties understand that while this mission may involve issues of staffing it is not in the province of the Leadership Team to change fundamental existing staffing configurations. The college reserves its rights to assign work pursuant to Article 4 of the Main agreement between the College and LCCEA.

1.3 The College shall fund the Strategic Learning Agreement at least at the budgeted 2004/05 levels for the 2005/06 and 2006/07 fiscal years.

2. Structure

2.1 A Leadership Team shall be established to lead the achievement of the Strategic Learning Initiative mission including the audit and assessment of its efforts to ensure the efficacy of the projects.

2.1.1 The Vice President(s) for Instructional Services and the Association President will each appoint one of two Co-Chairs of the Leadership Team.

2.1.2 The Co-Chairs, assisted by staff, shall serve as project management for the Leadership Team. The Co-Chairs shall mutually determine the level of staff support needed and develop hiring processes for the replacement of vacated positions or hiring new staff as determined to be needed.

2.1.3 Unless otherwise mutually agreed, there will be eleven (11) members on the Leadership Team. Five (5) management members will be selected by the Vice President for Instruction and Student Services, and six (6) faculty members will be selected by the President of the Association.

2.1.4 All faculty members on the SLI Leadership Team, including the faculty Co-Chair, will serve two year terms. The President of the Association will then make appointments to fill the faculty positions either by reappointment or by appointing new members. Similarly, the Vice President for Instruction and Student Services will appoint managers for a two year term and will fill positions either by reappointment or by appointing new members. In order to provide continuity and draw upon experience, members of the SLI Leadership Team will be rotated periodically. Members who have served on a SLI project team may be given appointment priority.

2.2 Project Teams will be established by the Leadership Team to carry out specific elements of the Strategic Learning Initiative mission.

2.2.1 Project Teams will be chaired by faculty and consist predominantly of faculty. Management or classified staff may be part of Project Teams.

2.2.2 The Leadership Team will review Project Team decisions for compatibility and conformance with this agreement and initiative.

3. Strategic Learning Initiative Assignments and Compensation

3.1. Setting of Precedents. The parties recognize the character of the Strategic Learning Initiative (SLI) as a faculty-led partnership with the administration and as a joint Association-Administration project is significantly different from other

organization of work at LCC. The agreement embodied in this Memorandum of Agreement shall not be considered as a precedent for compensation outside the SLI.

3.2. SLI Faculty Work through Per-Credit Reassignment/Assignment. Faculty Strategic Learning Initiative work may be scheduled and assigned on a credit equivalent basis and treated similarly to teaching work by the faculty member and the administration.

3.2.1 For Full Time Faculty with an SLI Assignment Defined on a Credit Basis:

3.2.1.1 Release time procedure will be followed, or an additional credit assignment will be made to increase the total FTE.

3.2.1.2 A laid off full-time faculty member who satisfies the qualification criteria of an SLI position and is subsequently selected for the position will accrue seniority, and will retain his/her current FTE seniority at the time of lay-off. Further, the faculty member will retain all recall rights of an employee on lay-off during the period of an SLI assignment and later if he/she returns to lay-off status.

3.2.1.3 SLI assignments for a laid off faculty member requiring the reinstatement of a Contract will be based on the recommendation of the SLI Leadership team Co-Chairs.

3.2.1.4 All incremental compensation and benefit costs arising from the reinstatement of a Contract under the procedures described above will be borne by the SLI from within its budget.

3.2.1.5 The incremental cost of reinstating a Contract as a result of an SLI assignment will not be prejudicial to the selection of a laid off faculty member. For such assignment, selection will be based on criteria established under Article 3 below.

3.2.1.6 The Vice President of Instruction and Student Services remains accountable for staffing levels.

3.2.2 For part-time faculty with an SLI assignment defined on a credit basis:

3.2.2.1 If the SLI assignment is below .5 FTE for the year and the faculty member's total faculty FTE is less than .67 FTE for the year, the SLI assignment will contribute toward workload and be compensated as any part-time teaching assignment below .5 FTE.

(In this agreement, "year" refers to the academic year excluding summer.)

3.2.2.2 If the SLI assignment is above .5 FTE for the year, or the total faculty assignment is above .67 FTE for the year, the assignment will be incorporated into a temporary teaching assignment, subject to the explicit written approval the Co-Chairs of the SLI. All incremental compensation and benefit costs arising from the issuance of a contract will be borne by the SLI from within its budget.

3.2.2.3 SLI assignments, which would raise a faculty FTE level to that requiring a temporary contracted position but which have not been approved as above, will either be terminated as soon as feasible or approved. Any remaining, unapproved SLI credit equivalent assignment will not count toward total faculty FTE.

3.2.2.4 The SLI Leadership Team will maintain timely records of completed and projected levels of employment for the current academic year for all part-time faculty members considered for SLI assignments.

3.3. Position Descriptions and Qualification Criteria for SLI Assignments:

3.3.1 Position descriptions, qualification criteria and assessment processes for SLI positions will be determined by the SLI Leadership Team.

3.3.2 The SLI Leadership Team will form a selection committee and conduct a search following the regular hiring process for an internal expedited search or a Leadership Team appointment recommendation and College appointment. The Vice President for Instruction and Student Services will have final approval for SLI assignments.

4. Decision Making and Conflict Resolution

4.1 Decisions of the Leadership Team will be made by consensus. Implicit in consensus decision making is the need for parties to the decision to be part of the discussion and decision making process. Therefore the Leadership Team will be responsible for ensuring that faculty and administration are fully involved in the decision-making process.

4.2 At least half the faculty members and half of the management members must be present at meetings for decisions to be finalized.

4.3 Project Teams will attempt to make decisions by consensus, but issues unable to be resolved in a timely manner will be resolved by the Leadership Team.

5. Conflict Resolution over Interpretation of this Agreement

5.1 Mediation will be utilized to resolve conflicts between the College and the Association over the interpretation of this agreement, or over implementation of this agreement based on differences in interpretation:

5.1.1 The mediator will be selected from a list of mediators mutually agreed to at the start of this effort, with changes to the list made only by mutual consent of both parties to this agreement. Unless mutually agreed otherwise, the method of selection shall be by each of the parties, alternately eliminating one person from the list until one mediator remains who is willing and able to begin the mediation within a reasonable time period.

5.1.2 Costs of mediation will be born by the Strategic Learning Initiative budget.

5.2 The parties understand the decisions made under this memorandum will not amend or supersede the parties' collective bargaining agreement and Memoranda of Agreement. No agreements of the teams 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 same over the objection of the other.

5.2.1 Article 36 "Grievance Procedure" in the collective bargaining agreement between the College and the Association will not apply to this Memorandum of Agreement.

6. Period of Agreement and Renewal

6.1 Period of Agreement. This agreement will remain in force July 1, 2005 through June 30, 2007.

6.2 SLI Self Assessment: The SLI Leadership team will evaluate how well it is accomplishing its mission by March 1, 2007. This evaluation will be submitted in writing to the College and the Association by March 1, 2007.

6.3 Renewal. This Memorandum of Agreement shall be automatically renewed for two more years unless the College or the Association gives written notice to the other after March 1st and not later than April 1st prior to the expiration date of

its desire to modify the Memorandum of Agreement for a successive term or to terminate the agreement.

This agreement is made by and between the Lane Community College Education Association, herein called the "Association", and the Board of Education of Lane Community College, herein called the "College".

In witness whereof the parties affix their signatures below:

James T. Salt, Ph.D.
Association President

Mary Spilde, Ph.D.
College President

Date

Date