

**LETTER OF UNDERSTANDING #11
REGARDING THE TRANSFER OF FACULTY DUE TO THE HIGHLAND LAKES CLOSURE
BETWEEN THE
OAKLAND COMMUNITY COLLEGE FACULTY ASSOCIATION
AND
OAKLAND COMMUNITY COLLEGE**

The Oakland Community College Faculty Association (“OCCFA”) and Oakland Community College (“College”) hereby agree to this Letter of Understanding (“LOU”) establishing the process to govern all transfers of faculty from the College’s Highland Lakes Campus due to the closure of that campus, in lieu of applying any provision which may relate to the relocation and transfer of such faculty per the parties’ collective bargaining agreement.

I. NON-HEALTH PROFESSIONS FACULTY

- A. This section applies to all faculty requesting transfer to another campus, but only those in a discipline currently based at the Highland Lakes Campus in the non-health professions disciplines, including all co-curricular faculty, but excluding faculty in the Sign Language Interpreter and Early Childhood Education disciplines.
- B. By May 15, 2023, the Academic Deans will meet with their respective non-Highland Lakes Departments (through their Chairs), in the disciplines covered by this provision, to evaluate the staffing needs and feasibility of adding positions to facilitate the transfer of Highland Lakes faculty in those disciplines to those Departments. Other members of the department, as applicable, will be invited to attend the meeting. The number of open positions in each Discipline should be greater than or equal to the number of full-time faculty in those disciplines which are currently based at the Highland Lakes Campus. These recommended positions will be reported by each Dean, as applicable, to the Provost and Vice Chancellor of Student Services, as applicable, and the Vice Chancellor of Human Resources & DEI, or, if unavailable, their respective designee(s), for their review and approval. If an inadequate number of positions for a Discipline is reported to the Provost, the Provost will determine where additional openings are necessary.
- C. By September 5, 2023, but no earlier than August 28, 2023, Human Resources will post for transfers for each opening approved per the process described above. Current full-time faculty members shall be given preference on a seniority basis for any opening that is within their currently assigned discipline. Interested faculty in those disciplines shall have ten (10) working days to apply for the open positions from the date of the posting. No determinations under this provision shall be made until after ten (10) working days after the posting of said position(s).
- D. By September 22, 2023, a committee consisting of three (3) members designated by OCCFA, the Provost, the Vice Chancellor of Student Services, and the Vice Chancellor of Human Resources & DEI-or, if unavailable, their respective designee(s), will meet to review the applications for transfer under this LOU. Transfers to each such position shall be granted to the most senior eligible applicant. If a current full-time faculty member not currently assigned at the Highland Lakes Campus is granted a transfer pursuant to this process, that faculty member’s current position shall be added for the remaining applicants in the applicable Discipline(s) to consider for transfer. Human Resources shall contact the remaining applicants in each discipline, in the order of their seniority, by email (with a copy to the OCCFA members of the committee), to determine which then available position (if any) in the applicable discipline the faculty member desires to take. Faculty contacted by Human Resources for this purpose shall have twenty-four (24) hours to respond by email. The committee will then review the responses and transfers will be granted in seniority order among the remaining applicants within the Discipline. This process will continue until all applicants currently based at the Highland Lakes Campus have had their transfers approved.
- E. Any faculty member currently based at the Highland Lakes Campus who does not apply for a transfer pursuant to Paragraph C, above, or timely respond to the Paragraph D request to indicate a preference, shall be transferred by the Provost to an open position within the faculty member’s discipline after all applications timely made pursuant to Paragraph C have been processed pursuant to Paragraph D.

- F. Human Resources will communicate, in writing, transfer decisions to the transferring faculty member(s) and the chairs of the affected department(s) no later than October 2, 2023. All transfers under this section shall be completed by the first day of the 2024-25 academic year.
- G. Faculty currently based at the Highlands Lakes Campus who, per the above process, are to be transferred to a new campus commencing with the 2024-25 academic year, shall be treated by the receiving ~~the~~ department as a regular member of that department during the 2023-24 academic year for all purposes relating to planning course schedules and scheduling faculty assignments for the 2024-25 academic year.

II. SIGN LANGUAGE INTERPRETER AND EARLY CHILDHOOD EDUCATION FACULTY

By the first day of the 2024-25 academic year, faculty in the Sign Language and Early Childhood Education disciplines will be transferred to another OCC Campus designated by the Provost so that faculty in each of these disciplines will be transferred at one time and as a group to their new campus. Before implementing these transfers, the Provost (or, if unavailable, a designee) shall meet with a representative of the faculty in each of these disciplines, and an OCCFA designee, to discuss the relocation and timing.

III. HEALTH PROFESSIONS FACULTY

All faculty in the Health Professions Division (as recognized in Section 1.5.B of the parties' collective bargaining agreement) will transfer to the Orchard Ridge Campus when the College determines feasible.

IV. PROBATIONARY FACULTY

Due to the mandatory nature of the faculty transfers subject to this LOU, notwithstanding Section 3.1.B of the parties' collective bargaining agreement, probationary faculty members currently based at the Highland Lakes Campus and transferred pursuant to this LOU shall not have their probationary status exceed a total of three (3) years unless extended pursuant to Section 3.2, of the parties' collective bargaining agreement.

V. GENERAL

- A. To the extent this LOU is contrary to, or inconsistent with, the transfer and vacancy provisions of the parties' collective bargaining agreement, the terms of this LOU shall control all faculty transfers until currently based at the Highland Lakes Campus (except the Health Professions faculty) are transferred pursuant to this Agreement. The provisions listed above for the Health Professions faculty will remain in effect until their transfer to the Orchard Ridge Campus is finalized.
- B. This LOU shall become effective once executed by both parties.

**ON BEHALF OF:
OAKLAND COMMUNITY COLLEGE**



Andre' L. Poplar
Vice Chancellor HR & DEI

4-24-2023
Date

**OAKLAND COMMUNITY COLLEGE FACULTY
ASSOCIATION**


Jeff Parlow
President

4/21/23
Date


Nick Valenti
Chief Bargainer

4/20/23
Date