

2023-2026
Collective Bargaining Agreement
Between
The Central Oregon Community College
Board of Directors
and
The Central Oregon Community College
Faculty Forum

Effective: July 1, 2023 through June 30, 2026

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**COLLECTIVE BARGAINING
AGREEMENT BETWEEN
THE CENTRAL OREGON COMMUNITY COLLEGE BOARD OF
DIRECTORS AND
THE CENTRAL OREGON COMMUNITY COLLEGE FACULTY FORUM**

ARTICLE 1 - RECOGNITION

1.1. Parties to the Agreement

This agreement is between the Central Oregon Community College Board of Directors (hereinafter called the “Board” or the “College”) and the Central Oregon Community College Faculty Forum, (hereinafter called the “Forum”), as the exclusive bargaining agent for members of the bargaining unit (hereinafter called “employee(s)” or “member(s)”) for the purposes of collective bargaining representation, as provided for in ORS 243.650 to ORS 243.806.

1.2. Members of the Bargaining Unit

The faculty bargaining unit shall consist of all full-time faculty and adjunct instructors employed on faculty or adjunct appointments approved by the Board.

1.3. Exclusions from the Bargaining Unit

Vice Presidents, Deans, all persons on a notice of appointment (other than Adjunct Instructors), Classified Employees, ABS Instructors, Confidential and Supervisory employees, and all individuals on the administrative salary schedule shall not be included in the bargaining unit and no provision of the Agreement shall apply to them unless specifically so stated.

1.4. Non-Discrimination

It is the policy of Central Oregon Community College that there will be no discrimination or harassment on the basis of age, disability, sex, marital status, national origin, ethnicity, color, race, religion, sexual orientation, gender identity, genetic information, citizenship status, veteran or military status, pregnancy or any other classes protected under federal and state statutes in any education program, activities or employment. Persons with questions about this statement should contact Human Resources at 541.383.7216 or the Vice President of Student Affairs at 541.383.7211.

1.5. Faculty Labor Management Team (FLMT)

The President of the COCC Faculty Forum and the Vice President of Academic Affairs at COCC will be members of the FLMT and will schedule regular meetings between COCC Faculty Forum

representatives and COCC Administrative representatives in order to provide a forum to exchange information and discuss issues important to either party. During active negotiations, topics pertaining to any article that has been opened during collective bargaining cannot be discussed by FLMT or any other college committee or workgroup unless assigned jointly by the faculty and administrative negotiation teams. These meetings will be held at least monthly during the academic year.

ARTICLE 2 - FORUM RIGHTS

2.1. Dues Deduction

- (a) Upon receiving a signed, written authorization form from a faculty member represented by the bargaining unit, the College will deduct monthly dues from their paychecks. Such deduction will continue in effect from year to year until the College has been notified, in writing, by the Forum that the authorization has terminated. Such dues shall be paid in the aggregate to the Treasurer of the Forum, the total amount so deducted accompanied by a listing identifying the members for whom the deductions are being paid.
- (b) Requests for payroll deductions or certification of direct payment of Forum dues shall be made by the 15th day of the month following ratification of this Agreement.
- (c) The College agrees to provide the Forum with information about new hires within two (2) weeks of their acceptance. The College will allow the Forum and members of the bargaining unit opportunities to inform new hires about the Forum and bargaining unit, including (but not limited to) time to make presentations during new faculty orientations.
- (d) The Forum and members of the bargaining unit agree to indemnify, defend, and hold the College harmless from any claims, costs of representation, orders, suits, or judgments in connection with the provisions of Sections 2.1 and 2.2 of this Article.

2.2. Non-jeopardy

The College and the Forum recognize the right of each member of the faculty to join or refrain from joining the Forum, and neither the College nor the Forum will discriminate against any employee because of their membership or non-membership in the Forum.

2.3. Forum Communications and Use of College Facilities

- (a) The Forum will be allowed the use of the facilities of the College.
- (b) The Forum shall notify the College when services should be charged to the Forum.
- (c) The Forum President may submit items for a Board meeting agenda provided that a written request, along with any background materials, is filed with the College President in accordance with current Board deadlines.
- (d) Copies of the agendas and the minutes of Board meetings will be furnished to the Forum at the same time as to the Board of Directors.

- (e) The College will provide public access to current policies and procedures that affect faculty. The Forum will be provided notice of all substantive changes as they occur.
- (f) The College will provide printed copies of the current Collective Bargaining Agreement (CBA) and subsequent printings to all members of the faculty bargaining unit. Copies will normally be distributed within the first month of the term in which the CBA goes into effect or after a new member is hired.

2.4. Academic Freedom

The College and the Forum agree that academic freedom is essential to the fulfillment of the purposes of education, and they acknowledge the fundamental need to protect employees from censorship or restraint which might interfere with their obligations to pursue truth in the performance of their teaching and research functions. Thus, (1) a member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties, and (2) a member is entitled to freedom in the classroom in discussing the subject(s) they are assigned, but they will be careful not to introduce into their teaching controversial matter which has no relation to the subject of the course.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1. Reservation of Management Rights

The parties of this Agreement recognize that the College retains and reserves to itself all rights, powers, duties, authority and responsibilities conferred on and invested in it by the laws of the State of Oregon and the Administrative Rules of the Oregon State Board of Education. The parties further recognize that the expressed terms of this Agreement shall be controlling over any College policy, administrative rule and regulation, and individual contract with any member of the bargaining unit that may be, in whole or in part, in conflict with the expressed terms of this Agreement. All management rights and those rights not modified or abridged by the expressed terms of this Agreement are reserved to the College.

ARTICLE 4 - NO STRIKES AND LOCKOUTS

4.1. Prohibited Activities

Inasmuch as there are other means, both by law and through this Agreement, for the resolution of disagreements that may from time to time arise during the term of this Agreement, the College and the Forum agree as follows:

- (a) During the term of this Agreement, the College shall not, as a result of a dispute with the Forum, deny employment to any member of the Forum or any employee covered by the terms of this Agreement. The foregoing shall not be construed to place any limitations or restrictions on the College's right to lay off employees, consistent with the terms of this Agreement.

- (b) During the term of this Agreement, the Forum and/or individual employees covered by the terms of this Agreement will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, refusal to report to work, mass absenteeism, or other interruptions or prevention of work or picketing. In the event of a violation of the above by the Forum or by the members of the bargaining unit, the Forum will immediately, upon notification by the College, secure an immediate and orderly return to work.
- (c) Notwithstanding the above, the College may also discipline, including discharge, any individual employee involved in any of the above defined activities.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1. Objective

It is the declared objective of Central Oregon Community College and the Forum to strive for a prompt and orderly resolution of all grievances and to provide an orderly and expeditious procedure for such resolution.

5.2. Grievance Related Definitions

- (a) A grievance is hereby defined as a written allegation by an individual member of the Forum, or the Forum itself, that there has been a violation or inequitable application of a specific provision(s) of this Agreement by the College.
- (b) The grievant is the individual faculty member or the Forum bringing forward the grievance.

5.3. Time Limits

- (a) For purposes of this grievance procedure only, the term business days shall mean days when the College is open for business for all parties. If faculty or pertinent staff are off-contract or the College is closed, these days will not count towards the number of business days for processing the grievance.
- (b) The time limits herein specified shall be binding on all parties.
- (c) Time limits may be waived or extended only by written mutual agreement of the grievant and the College and may not be waived or extended by an arbitrator. However, the parties agree to expedite the procedure whenever possible.

5.4. Informal Process/Administrative Channels

- (a) The College and the Forum agree that every attempt should be made to resolve grievances through informal meetings and discussions within the established administrative channels.
- (b) An individual member or the Forum must initiate a grievance by written report to the immediate supervisor and to the Vice President of Academic Affairs. This must be done within fifteen (15) business days of the occurrence of the event or condition that gave rise to the alleged grievance or within fifteen (15) business days from when the grievant knew or reasonably should have known of the same.

- (c) The faculty member, their immediate supervisor (if appropriate), the Vice President of Academic Affairs, and a Faculty Forum Executive Committee (FFEC) representative will have fifteen (15) business days after the grievance request is filed for the purpose of resolving the grievance. Upon mutual agreement of the faculty member, the immediate supervisor, and the Vice President of Academic Affairs, other persons may be invited to participate in this meeting.
- (d) Written notice of the outcome of the informal process (whether resolution or proceeding to formal grievance as described in 5.5) will be provided to Human Resources and the involved parties for tracking purposes only.

5.5. Formal Procedure - Step One

- (a) If the grievance is not resolved informally according to 5.4, then within fifteen (15) business days of submitting notice according to 5.4(d), the grievant shall reduce the grievance to writing and include the following: (1) the specific factual basis of the grievance; (2) the specific individuals involved; (3) the provision or provisions of this Agreement allegedly violated or applied inequitably to them; and (4) the specific remedy sought which will resolve the grievance. This first written document shall contain the full and complete statement of the grievance. After filing, no new unrelated allegations may be added. The document may be amended for clarification.
- (b) A copy of the written grievance shall be submitted to the Vice President of Academic Affairs, Human Resources, and a FFEC representative in the case of an individual as grievant.
- (c) The Vice President of Academic Affairs shall respond in writing to the formal grievance within fifteen (15) business days after receipt and submit this response to the grievant, an FFEC representative, and Human Resources.

5.6. Formal Procedure - Step Two

- (a) If the grievance is not resolved to the satisfaction of the grievant after receipt of the Vice President of Academic Affairs' response in 5.5(c) above, the grievant may submit the written grievance to the President of the College; however, the written grievance must be filed with the President's Office within fifteen (15) business days after the receipt of the Vice President of Academic Affairs' response.
- (b) The President shall give their written response to the grievance to the grievant and, if needed, the FFEC representative within fifteen (15) business days after their receipt of the Step Two, written grievance.
- (c) Voluntary Mediation: By mutual agreement of the President of the College and the FFEC, the parties may attempt to resolve the grievance through mediation. Selection of the mediator shall be by mutual agreement. Costs of the mediator shall be borne equally by the parties. Settlement offers made during the mediation process may not be used as evidence during the arbitration.

5.7. Formal Procedure - Step Three

- (a) If the grievance remains unresolved after receipt of the President's written response in 5.6(b)

above, the Forum may, within fifteen (15) business days of the receipt of the President's response, submit a written notice to the President requesting that the grievance be arbitrated. An individual grievant may seek arbitration only through the Forum, with concurrence of the FFEC.

- (b) Upon receipt of such written request for arbitration, the President of the College and the Forum President, or their designee, shall jointly request a list of seven arbitrators from the Oregon Employment Relations Board list of Arbitrators. The parties will strike alternately from the list until a single arbitrator remains, with the first strike to be determined by coin-toss.
- (c) The arbitrator shall set a time and place for a hearing on the written grievance mutually satisfactory to the College and the Forum.
- (d) The arbitrator shall hold a hearing on the grievance and, after hearing such evidence as the parties desire to present, and consistent with the terms of this Agreement, the arbitrator shall render a written decision to the parties within thirty (30) calendar days of the hearing. A decision of the arbitrator shall, within the scope of their authority as provided below in 5.7(e) and elsewhere in this Agreement, be binding upon all parties.
- (e) The arbitrator shall neither add to, subtract from, nor modify the terms and provisions of this Agreement. The arbitrator shall confine their decision solely to the application and/or interpretation of this Agreement and to whether or not it has been violated as alleged in the written grievance.

5.8. Miscellaneous

- (a) The names of any witnesses who will be used in arbitration must be made known to the other party at least forty-eight hours prior to the first arbitration hearing. Issues not presented in the first two Steps above (5.5 through 5.6) may not be presented at Step Three (5.7).
- (b) All costs and expenses (other than the arbitrator's fees and expenses) including, but not limited to, producing witnesses and evidence, shall be borne by the party incurring such costs, requiring such witnesses, or producing such evidence. The fees and other expenses of the arbitrator shall be shared equally by the College and the Forum.
- (c) Meetings and hearings called for in this grievance procedure shall be held and conducted in private in order to ensure confidentiality; however, the hearing under 5.7(d) above may be opened to the public by mutual agreement of the parties.
- (d) Written notice of final resolution will be provided to Human Resources, the President of the College, the Vice President of Academic Affairs, and the grievant.

ARTICLE 6 - FACULTY APPOINTMENTS

The individuals who teach at and for Central Oregon Community College are classified as full-time tenured faculty members, full-time probationary faculty members, full-time temporary faculty members, adjunct instructors, and part-time instructors.

6.1. Adjunct Instructors

The College employs, under a teaching notice of appointment, selected individuals for limited instructional services. Persons employed in this category shall be provided benefits under the agreement solely as prescribed in this Collective Bargaining Agreement for adjunct instructors. Adjunct faculty members who are assigned at the start of the Fall term at least 24.5 (max of 37.9) load units for that academic year shall be recognized as members of the bargaining unit and given a yearly, or – as described in 6.1 (d) – a two-year Notice of Appointment as adjunct instructors. Appointment does not, in any way, propose, indicate, or promise a continuation of appointment or a new appointment. Notice of non-renewal is not required for an adjunct instructor.

- (a) The qualifying load units shall include both teaching and other assignments, as determined mutually by the Faculty Forum and the administration.
- (b) In the event actual load units fall below the projection, the adjunct faculty member will maintain both benefits and unit membership for the duration of the period specified in the Notice of Appointment. If the adjunct instructor declines load units, benefits and unit membership may be reduced or terminated.
- (c) The renewal of an adjunct member's employment is entirely at the discretion of the College. Except for the applicable provisions of Article 10, adjunct faculty shall have no property interest in their employment with the College.
- (d) If an adjunct instructor has taught in the same position for at least five (5) consecutive years with satisfactory evaluations, that adjunct instructor may be eligible for a two-year appointment. Such appointments would be proposed by the department chair to the Instructional Dean who then recommends to the Vice President of Academic Affairs for consideration.

6.2. Full-time Faculty Members

This category of personnel of the College refers to and is limited to those members whose principal role is providing instructional services on a full-time basis over the full academic year. This category also includes librarians and department chairs whose services are provided on a full-time basis over the full academic year, unless they are specifically contracted in another category of personnel. This category of faculty member is further subdivided into the following:

- (a) Temporary. The individual in this category is appointed for a limited period of time, often a single academic year. These appointments are most commonly used to fill budgeted positions, i.e. to replace faculty on paid or unpaid leave, or to fill budgeted positions on an emergency basis. They may also include positions that are created on a trial basis, as well as situations in which departmental needs and resources temporarily allow for a full-time position.
 - i. Appointment does not, in any way, propose, indicate, or promise a continuation of appointment or a new appointment. The duration of a full-time temporary position should not exceed four years; however, in unusual circumstances the Vice President of Academic Affairs (VPAA), in consultation with the Forum

President, may extend the position beyond four years. Notice of non-renewal is not required for a temporary faculty member.

- ii. During this appointment, temporary faculty members are expected to participate in departmental work and advising, in addition to the primary assignment. Full-time temporary faculty members may also participate in appropriate College committees during the term of their contract year if elected or appointed according to the Faculty Senate process. If a faculty member who held a full-time temporary position is appointed to a full-time tenure track position, the College may conduct an evaluation and consider the years of temporary full-time service towards promotion.

(b) Probationary (Tenure Track). Appointments to probationary status are for one (1) academic year and are subject to annual renewal solely at the discretion of the College. The probationary period at Central Oregon Community College will normally be five (5) consecutive years in duration, with the understanding that each annual appointment is subject to renewal by the College. Further, in cases where the College finds that a probationary faculty member needs an additional year in which to extend or complete their professional competence beyond the completed five (5) academic years, the faculty member's probationary period may then be extended to include a sixth (6th) academic year. Completion of a probationary period does not automatically confer, promise, or guarantee that the member shall be elevated to tenured status, nor does completion of the probationary period imply, confer, promise, or guarantee future employment.

(c) Tenured. Faculty members who have been awarded tenure by the College Board of Directors are in this category. Appointments with tenure shall be thus specified until the retirement or resignation of a faculty member and, subject to the provisions and procedures specified in Articles 10 and 11, are dismissible only for adequate cause or reduction in force.

6.3. Policies

The parties to this Agreement agree that the College reserves unto itself the exclusive right to implement or make changes in the applicable policies and regulations dealing with the acquisition of tenure in all of their aspects as the College deems appropriate; provided, however, that such changes:

- (a) Shall not affect the provisions of 6.2 (c), above, during the term of this Agreement;
- (b) Shall not affect the provisions of Article 10 during the term of this Agreement; and
- (c) Shall become effective after prior consultation with the Forum in association with Faculty Senate or through any other mutually agreed upon process.

ARTICLE 7 - SALARY COMPENSATION

7.1. Full-Time Faculty Salary Schedule (See Addendum A)

- (a) In the first year of this Agreement (2023-24) all cells on the Full-Time faculty salary schedule will

increase by \$6,700.00. In the second year of this Agreement (2024-25) all cells on the Full-Time faculty salary schedule will increase by \$2,500.00. In the third year of this Agreement (2025-26) all cells on the Full-Time faculty salary schedule will increase by 1%.

- (b) Individuals in the highest cell of Associate Professor or Professor rank do not step, but their salaries increase according to 7.1(a). These salary increases are not tied to the evaluation process described in 7.1(c).
- (c) Unless already in the highest cell of Associate Professor or Professor rank on the salary schedule, faculty members who receive satisfactory evaluations in any year of the Agreement will be moved one step on the scale. A faculty member whose required reports (Professional Improvement Plans and Final Reports, student evaluations, Annual Report of Activities) are one year or more overdue will receive no step the following year.
- (d) Senior Cell faculty – defined as any faculty member in the top two cells of Associate Professor or Professor rank – are not required to complete a Professional Improvement Plan (PIP). If a senior cell faculty member wants to continue to access PIP funding, they may choose to continue the four-year regular PIP cycle or they may complete an activity-focused PIP according to the same procedures required for full-time temporary and adjunct faculty as described in Article 14.1(b).
- (e) Sufficient funds will be budgeted to allow promotions as approved by the College.
- (f) The College shall pay its employee members' six percent (6%) employee contribution to the Public Employees Retirement System (PERS). Such payment of employee members' monthly contribution to the System shall continue for the life of this Agreement.

The full amount of required employee contributions paid by the College on behalf of employees shall be considered as "salary" within the meaning of ORS 238.005 for the purpose of computing an employee's "final average salary" within the meaning of ORS 238.410 but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200. Such paid employee contributions shall be credited to employee accounts pursuant to ORS 238.200 and shall be considered to be employee contributions for the purposes of ORS 238.005 to 238.215.

- (g) Full-time faculty members newly contracted for work shall be placed on the schedule in effect as determined by the College (normally the Vice President of Academic Affairs). The starting salary placement tool used by the VPAA shall be regularly available to faculty, department chairs, and the FFEC, and any changes to the tool will be shared with chairs and the Faculty Forum President at chair work days in the fall. Regardless of rank, all new full-time faculty will be placed no higher than step 7 of Assistant I or step 8 of Assistant II. A record of such placement shall be maintained in the Office of the Vice President of Academic Affairs. All new placements shall be reviewed each fall with the President of the Faculty Forum.
- (h) Other adjustments shall be allowed as approved by the Board.

7.2. Overloads and Summer Session Pay

(a) Payment per load unit for overloads for full-time faculty members at any rank shall be according to the schedule below:

45.1 LU – 48 LU	\$750
48.1 LU – 53 LU	\$560

(b) Payment for Summer term, or the off quarter for faculty with an alternate contract year [see Article 8.8(b)], for tenured or tenure track faculty shall be:

- i. \$850 per LU for those at the Assistant Professor I rank;
- ii. \$875 per LU for those at the Assistant Professor II rank;
- iii. \$900 per LU for those at the Associate Professor rank;
- iv. The amount of the top cell of the Adjunct Faculty schedule per LU for those at the Professor rank.

During the Summer term, or the off quarter, tenured or tenure track faculty may receive additional compensation for teaching instructional events designed to generate income beyond the usual tuition and fees, at the discretion of the Vice President of Academic Affairs or their designee.

(c) Normally no more than sixteen (16) load units will be assigned to an individual faculty member during Summer term without the approval of the Vice President of Academic Affairs.

7.3. Adjunct Compensation (See Addendum B)

(a) The first step of the adjunct salary schedule for each year of this Agreement is computed as 55% of the first step of Assistant Professor I salary for that year divided by 45. Each subsequent step of the schedule adds \$14. Individuals in step 22 in the prior year will receive a \$25 salary increase per load in subsequent years.

(b) Salary increases occur at the beginning of the academic year, if department evaluations are on file, and if the Instructional Deans approve such increases.

ARTICLE 8 - TEACHING ASSIGNMENT, COMPENSATION, AND AGREEMENTS

Faculty members, regardless of teaching mode, will be regularly available to students and colleagues on the COCC campus(es) in person.

8.1. Assignment for Loads

As defined here, a full load will normally be 45 load units per academic year with a minimum of 44 load units scheduled each academic year. Loads are analyzed on a quarterly basis by the College for planning and scheduling procedures but shall be computed for obligation purposes at the end of each academic year, or in accordance with Article 8.8(b) for faculty on an alternate contract year.

8.2. Full-Time Faculty Teaching Load

Full-time faculty can be assigned to teach in all areas of the district and across all time blocks. The

College will provide one term notice of scheduling outside Bend or in early morning or evening time blocks, unless mutually agreed upon by the faculty member and the College. The College will determine the instructional mode and assign teaching load units as described in 8.3.

8.3. Credit Classes

(a) Standard Modes: Lecture, Lecture-Lab, Lab. The College utilizes the standard descriptions for instructional modes, as defined by the Office of Community and Workforce Development (CCWD).

- i. Lecture Mode: An instructional setting in which the instructor delivers information with limited student discussion (CCWD). One (1) credit of Lecture equals ten (10) contact hours of lecture (e.g. one hour per week for ten [10] weeks), assumes an additional twenty (20) hours of study for students (e.g. two hours per week for ten [10] weeks), and equals one (1) load unit.
- ii. Lecture-Lab Mode: An instructional setting in which the instructor gives short presentations and supervises student application of content (CCWD). One (1) credit of Lec-Lab equals twenty (20) contact hours of lecture (e.g. two [2] hours per week for ten [10] weeks), assumes an additional ten (10) hours of study for students (e.g. one hour per week for ten [10] weeks), and equals three-fourths (0.75) load unit.
- iii. Lab Mode: An instructional setting in which students work independently with the instructor available and in the instructional area for assistance and supervision (CCWD). One (1) credit of Lab equals thirty (30) contact hours of lab (e.g. three hours per week for ten [10] weeks) and assumes all learning occurs in the lab itself. Lab Mode B: One (1) hour per week for a term equals seven-tenths (0.7) load unit. Lab Mode A (Physical Activity/HHPA): One (1) hour per week for a term equals six-tenths (0.6) load unit.

(b) Nursing Clinical Instruction: One (1) hour per week for a term equals eight tenths (0.8) load unit.

The courses that this load unit rate applies to are only the following courses:

NUR 103 and 104

NUR 106, 107, and 108

NUR 206, 207, and 208

(c) Writing: Teaching assignments in select Writing courses (WR121Z, WR 121Z + seminar [combined enrollment total of linked sections], WR 122Z, and WR 227Z) receive an additional 0.75 LU when the fourth week enrollment shows ten (10) or more students.

(d) Music Loads:

- Lecture/discussion classes & major ensembles at 1 LU per 1 contact hour per week

- Small ensembles at 0.67 LU per 1 contact hour per week
- Private lessons: This load will be computed at 0.2 LU per private lesson, plus the lesson fee.

- (e) CWE practicums: All CWE practicums (except those listed below in 8.3 [f] and [g]) will be compensated at 0.25 LU per student enrolled (based on fourth week enrollment).
- (f) Allied Health: Required off-campus CWE practicums in Dental Assisting, Medical Assistant, Veterinary Technician, Health Information Management, and Pharmacy Technician will be compensated at 0.5 LU per student enrolled (based on fourth week enrollment).
- (g) Early Childhood Education: ECE classes that are a combination of lecture and practicum/CWE will be compensated as follows:
- Four (4) credit lecture class: three (3) load units for lecture and 0.25 per student per practicum. The amount of compensation for the practicum will not exceed 3.75 LU.
 - Three (3) credit lecture class: two (2) load units for lecture and 0.25 per student per practicum. The amount of compensation for the practicum will not exceed 3.75 LU.
- (h) Upper Division: Upper division courses of 3 credits or more carry one (1) additional load unit over the load otherwise calculated in 8.3. Normally, no more than 15 load units of upper division courses per year may be taught by a full-time faculty member per contract year.
- (i) Class Size: Faculty members of non-lab courses in science, and of courses in all other disciplines receive additional load according to the following schedule (based on fourth week enrollment):

41-50 students	0.5 LU added to base load for course
Over 50 students	1 LU added to base load for course

Faculty members of science classes with labs attached to the lecture sections receive additional load according to the following schedule (based on fourth week enrollment):

51-60 students	0.5 LU added to base load for course
61-70 students	1 LU added to base load for course
71-80 students	1.5 LU added to base load for course
81-90 students	2 LU added to base load for course
Over 91 students	2.5 LU added to base load for course

8.4. Non-instructional Load

- (a) Advising: The College recognizes that faculty provide guidance for students in their academic and career planning, both in regards to progressing in their programs at COCC and beyond. Tenured, probationary, and temporary faculty shall be expected to participate in student advising throughout their time at the College. Faculty who engage with students on a reoccurring and sustained basis beyond a minimum of thirty-five (35) registered advisees may request up to three (3) load units per academic year with approval from the Vice President of Academic Affairs. The College will make every effort to keep advising loads for individual faculty under thirty-five (35)

registered students; efforts will include training additional faculty to advise in areas with high advising loads, assigning students to CAP Services advisors trained in specific disciplines, or other strategies, when appropriate. The College reserves the right to not assign more than thirty-five (35) advisees to any individual faculty member. Note that advising may also change as the College explores new ways of addressing student success and progression (this may include Guided Pathways, for instance).

- (b) Department Chair and Program Director Load: The compensation model for chairs and program directors is published in the chair and program director manuals and reviewed annually at chair/program director work days for discussion and input before Vice President of Academic Affairs approval. Upon request, the VPAA will share the compensation model with FFEC. Alterations to the model would be made via normal shared governance procedures (i.e., work group would be convened to propose changes to the VPAA) and shared with Chairmoot, CTE Council, and Faculty Senate for information and comment.
- (c) Special Assignments: Special assignments may be given a load unit equivalent. No faculty member shall be assigned release time, non-teaching, administrative, or planning duties, or the like without approval of the Vice President of Academic Affairs. Load for special assignment will be shared with FFEC at the beginning and end of each academic year.
- (d) The College recognizes the labor inherent in required administrative work, such as but not limited to participation in statewide workgroups mandated by the legislature (such as Major Transfer Map or Common Course Numbering groups). Faculty participating in this work may receive load release appropriate to the task; specific amounts should be determined in consultation with relevant faculty, their chairs, and Instructional Deans, and approved by the Vice President of Academic Affairs. Load for such work will be shared with FFEC at the beginning and end of each academic year.
- (e) The Chair of Faculty Senate shall be awarded four (4) load units of release time (or overload at the discretion of the Chair) during their year of service.
- (f) The President of the Faculty Forum shall be awarded twenty-four (24) load units of release time (or overload at the discretion of the Faculty Forum President) to be distributed over a two-year term, subject to payment for the released time by the Faculty Forum. A minimum of eight (8) load units must be taken each of the two years of the term. Payment shall be at the relevant overload rate.

8.5. Distance Instruction

The College and the Forum recognize the dynamic nature of instructional modalities and that new technologies can result in new pedagogies quickly. The College acknowledges that developing and maintaining quality instruction in distance formats can require additional labor on the part of faculty.

- (a) Definition of Distance Instruction: Distance Instruction, as defined by the State Authorization Reciprocity Agreement SARA Policy Manual, is instruction offered by any means where the

student and faculty member are in separate physical locations. It includes, but is not limited to, online, interactive video, and correspondence courses or programs. This definition allows for up to six hours of in-person interaction per term.

- (b) Support for Distance Education: The College recognizes that there are four components of quality distance instruction: content, design, technology, and pedagogy. While instructors have the content expertise, the College agrees to support instructors in design (including accessibility), technology, and pedagogy. No member of the faculty shall be required to participate in distance education courses or programs without adequate preparation, training, and support. The College agrees to maintain support in the following areas:
1. The College will continue to provide a well-equipped physical work and training space for distance instructional support. This space will provide equipment faculty can check out for use outside of the studio space that includes but is not limited to: laptops with appropriate software pre-installed, microphones, cameras, and tripods. The space will also include a production studio where faculty can create materials for their distance education courses. Qualified assistance will also be available to help faculty use the provided resources.
 2. The College will continue to maintain a collection of best practices for distance teaching. This collection should include significant resources on distance pedagogy as well as technological support. These best practices should be developed and updated on an ongoing basis by qualified faculty and staff and supported by data and analytics supported by the College. Access to this collection should be centralized and easily accessible to faculty (e.g. in the Instructional Resources area of the intranet).
 3. The College will continue to provide orientation and technical support for both faculty and students. For faculty, distance education training should include LMS training, design and accessibility support, a pedagogical orientation, and ongoing quality review beyond the initial course (including both peer and external review as needed). The College will continue to provide a more robust preparation for distance education students and ongoing support for students taking these courses, such as but not limited to, technological troubleshooting, advising, and other support services.
 4. Within the first year of this Agreement, the College will establish a Distance Education work group (which may take the form of a standalone committee or a branch of an existing committee, such as the Teaching and Learning Committee). This group will be charged with advising on best practices for distance education and for reviewing and recommending faculty applications for Distance Education Major Overhaul Grants to the Vice President of Academic Affairs for approval (see 8.5(f)). Before faculty members are eligible to teach distance education courses, they must successfully complete the Online Teaching Certification course or meet the exception criteria.

- (c) Timely notice: In order to provide sufficient time to prepare and utilize resources in developing a distance education course, faculty shall be given a minimum of nine (9) months' notice of the assignment of a distance education class. Upon mutual consent of the faculty member and the College, the nine-month notice period may be waived.
- (d) In the case where there is a particular disagreement between faculty and the Instructional Dean in the matter of whether a course is appropriate for a distance format, the situation shall be referred to the Vice President of Academic Affairs for further consideration. The final decision as to whether a course will be taught as a distance education class rests with the VPAA.
- (e) Assignment to teach a class in a distance format may be declined without prejudice by a faculty member when the distance mode of instruction is inconsistent with the faculty member's teaching style or pedagogy.
- (f) Compensation for Distance Education Course Development:

<u>Distance Education Development Stipend 1</u>	<u>Distance Education Development Stipend 2</u>	<u>Distance Education Major Overhaul Grant</u>
Faculty member teaching a distance education course for first time ever at COCC	Faculty member has taught a distance education course before, but is teaching a new-to-them distance education course	Faculty member making major changes to previously-taught distance education course
\$400/weekly contact hour	\$300/weekly contact hour	\$200/weekly contact hour

- (g) Timing of stipend requests and payment: Faculty members applying for Distance Education Stipends (1 or 2) must complete and submit the Distance Education Development Request Form to their department chair at least one (1) week prior to the start of the term in which they are teaching the class for which they are requesting the stipend. The department chair must submit the form to the Vice President of Academic Affairs at least four (4) days prior to the start of the term. Compensation via stipend will be paid once the class has been taught.
- (h) Timing of grant requests and payment: Faculty members applying for the Distance Education Major Overhaul Grant should allow reasonable time to update their courses and for the Distance Education work group to review their requests and provide their recommendation to the Vice President of Academic Affairs (see Article 8.5(b)4). For this reason, grant requests should be submitted a minimum of two (2) contracted terms before the updated course will be taught. Compensation will be granted once the overhauled class has been taught.

8.6. For Non-credit Classes

Load units assigned to full-time faculty to teach non-credit courses not specifically addressed in the Contracted Training Section (Article 8.9) will be determined by the College as above. A range between seventy-five percent (75%) and one hundred percent (100%) of normal load will be paid

for those load units.

8.7. Overloads

- (a) A load of greater than forty-five (45) load units is an overload by the number and fraction of load units in excess of forty-five (45).
- (b) Overloads will be computed at the end of each academic year. Under exceptional circumstances, up to two-thirds (2/3) of the anticipated overload may be paid at the end of the quarter in which it is earned.
- (c) Normally, no more than eight (8) LUs of overload in a contract year will be assigned or compensated. No faculty member shall be required to teach a class that would result in three (3) or more load units of overload in a single academic year.

8.8. Contract Year

- (a) Members of the Faculty Forum contracted with the College serve a total of 179 days each academic year. These 179 days include administrative or preparation days, instructional days, commencement, and five (5) regularly observed holidays: Veteran's Day, Thanksgiving (two[2] days), Martin Luther King's birthday, and Memorial Day.
- (b) The 179-day faculty contract year, unless otherwise specified in an alternative contract, will be from September to June. The College will consider requests from full-time faculty members to enter into an agreement to employ a full-time faculty member for some other period of time. Examples would be a contract covering the Winter, Spring, and Summer quarters; one covering the Fall, Spring, and Summer quarters; or one covering a full load distributed over all four quarters, so long as the 179-day contract equivalence is maintained. The College is supportive of such contracts when they meet the instructional goals of the institution, but the renewal of any individual alternative contract depends on the College's assessment of staffing and operating requirements for the following academic year. Notice of intent to renew the special contract will be given by the beginning of Spring quarter, for the following academic year.

8.9. Contracted Training and Short-Term Training

The designation "contracted training" applies only when the College contracts through accepted College channels with an outside client or clients to provide a particular instructional event or series of events.

- (a) For contracted training events, ten (10) classroom hours equal one (1) load unit.
- (b) The department chair may include in the budget for a contracted training event up to \$300 to be paid to the faculty member for development of instructional materials, following guidelines issued by the Vice President of Academic Affairs. For events which require an exceptional amount of materials preparation, the department chair may designate a load unit equivalent to be counted in the faculty member's load report, with the approval of the appropriate Vice President or their designee.
- (c) For short-term training events with differential pricing and a curriculum specialized for a

particular audience, whether credit or non-credit, additional load for curriculum development or other work associated with the event may be assigned at the discretion of the department chair, with the approval of the appropriate Vice President or their designee. The Vice President of Academic Affairs will ensure that guidelines for assigning this additional load are available to all department chairs. Load assigned under this provision will be included in the event budget.

- (d) Full-time faculty teaching contracted training events shall receive a portion of the amount paid to the College by the contracted training client, in addition to the load units and compensation outlined in sections 8.9 (a), (b), and (c). This portion shall be determined by subtracting all faculty compensation and benefits for load units and materials preparation from the total price being charged to the outside client(s), and calculating ten percent (10%) of the difference. If more than one full-time faculty member is teaching the contracted training event(s), this portion shall be divided among them in proportion to the number of contact hours taught by each participating full-time faculty member.

ARTICLE 9 - FRINGE BENEFITS

9.1. Sick Leave

- (a) An annual amount of eighty (80) hours of paid sick leave shall accrue to full-time members of the bargaining unit at the start of each academic year (prorated for members who start mid-year) for absence as defined by FMLA/OFLA/PLO regulations, or any other designated uses of sick leave as defined in this Agreement. Sick leave not used during the current year shall accrue without limit as per ORS 238.355(1) as amended by Oregon Laws 1977, except as noted in 9.1(e).
- (b) Adjunct instructors will be granted forty (40) hours of sick leave per year. Unused sick leave for annual adjunct instructors on a one-year contract shall not accrue from year to year. Adjunct instructors on a two-year contract will accrue forty (40) hours per year for a maximum of eighty (80) hours which will not accrue beyond the contract period.
- (c) Pursuant to appropriate Oregon Revised Statutes, the College has requested that PERS tier 1 and 2 members of the bargaining unit be compensated for accumulated unused sick leave with pay in the form of increased retirement benefits upon service or disability retirement, as per ORS 238.355(1), as amended by Oregon Laws 1977.

(d) Leave Laws

The parties acknowledge applicability of the federal Family Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA) and Paid Leave Oregon (PLO) to employees represented by the Forum. The parties further agree to the following provision in the administration of these leave laws:

1. Employees must use sick leave under the Collective Bargaining Agreement concurrent with the FMLA/OFLA/PLO.

2. The "FMLA/OFLA/PLO year" is considered to be a twelve-(12) month period, rolling backward. The amount of available FMLA/OFLA leave is calculated by reviewing the previous twelve (12) months to see how much FMLA/OFLA leave remains for the individual.
 3. Paid Leave Oregon (PLO). The PLO program provides employees with up to twelve (12) weeks of leave per year with partial wage replacement funded through payroll contributions. The employer will follow PLO program and Oregon Employment Department (OED) regulations with the following modifications/clarifications:

Employees may choose to supplement the PLO weekly benefit amount by using their accrued sick leave up to 100% of their wages. For example, if the employee's PLO weekly benefit amount is 80% of their weekly wage, they may use their accrued sick leave in order to receive the equivalent of their full weekly wage.
- (e) Personal/Business/Emergency Leave. A full-time faculty member shall have available two (2) days of non-accumulative personal, business, or emergency leave per year, which shall be charged against sick leave when used. An adjunct faculty member shall have one (1) day, which shall be charged against sick leave in hours when used.
- (i) Personal or business leave must be requested in advance. Prior notification of the department chair and approval by an Instructional Dean are required. Such leave cannot be taken during the first week of the contract, the first week of any term, during finals week, in conjunction with any holiday, and not normally on the day of commencement.
 - (ii) Except in cases where emergency leave is used to supplement bereavement leave in section (f) below, such emergency leave must have written approval of an Instructional Dean.
- (f) Bereavement Leave. Members may take up to two (2) weeks for each death of a family member, as defined in f(i), not to exceed twelve (12) weeks in a leave year. The member shall have available up to five (5) paid days in a leave year per incident of death of an immediate family member. If the member does not have enough accrued sick leave to cover the remaining absence, the balance of time may be taken as leave without pay (LWOP). Bereavement leave must be completed within sixty (60) days of the date on which the eligible employee receives notice of the death of an eligible family member. In extenuating circumstances, members may request an extension of the sixty (60) day time period. Members should contact Human Resources when they need to take a bereavement leave or request an extension.
- (i) In addition, the Human Resources Director in collaboration with the Vice President of Academic Affairs may grant extra leave, charged to sick leave or LWOP, at their discretion for unusual or critical circumstances. The Human Resources Director and the VPAA shall not be compelled to grant additional leave beyond that which is outlined above. The immediate family shall be defined as spouse, domestic partner, parent, parent-in-law,

parent of employee's domestic partner, child (biological, adopted, foster, or stepchild), child in loco parentis, child of the employee's domestic partner, grandchild, grandparent, brother/sister, or step-brother/sister. Immediate family also includes relationships to the employee through a domestic partner.

9.2. Insurance

- (a) College and Employee Contribution. The College will contribute toward the cost of College-purchased health insurance (medical, prescription, dental, and vision only) for full-time employees at ninety percent (90%) of the cost of such insurance; faculty will pay ten percent (10%) of the health insurance premium based on the rates for their FTE.
- (b) If the Federal Government, the State of Oregon or any taxing authority taxes increases the costs of health insurance paid by the College, Article 9.2 of the CBA will be re-opened under ORS 243.698, the interim 90-day bargaining process.
- (c) Faculty members who have adjunct status shall receive a contribution towards the College provided health insurance program (medical and optional dental) according to the schedule below; however, all adjunct instructors who purchase medical insurance will be required to pay a minimum of ten percent (10%) of the applicable premium.

Insurance Contribution	
Three or Four Term (Academic Year) Adjunct Faculty Workload	Benefit Contribution
24.5 to 37.9 Load Units	.50 FTE Tiered

- (d) In the event actual load units fall below the projection, the adjunct faculty member will maintain both benefits and unit membership for the duration of the period specified in the Notice of Appointment. If the adjunct instructor declines load units, benefits and unit membership may be terminated or reduced.
- (e) The College will pay the entire cost of long-term disability insurance premiums for full-time employees. Only full-time employees shall be eligible for long-term disability insurance.
- (f) The College will provide life insurance coverage equal to the amount of the faculty member's academic year salary for full-time, regular employees. However, in no case shall the amount of insurance exceed \$50,000. Additional voluntary life insurance will be made available to Faculty Forum members.

9.3. Unpaid Leave

- (a) A full-time tenure track faculty member may request an unpaid leave for a reasonable length of time. Such leave shall not normally exceed three (3) consecutive academic quarters. Such requests shall be subject to the prior approval of the Vice President of Academic Affairs. All understandings regarding the unpaid leave shall be written into a contract, signed by the College

and the individual, and copied to the department chair.

- (b) Upon return from unpaid leave, the faculty member will be assigned to the same or substantially equivalent position, which was held before the leave began unless otherwise required by law.
- (c) The faculty member shall be entitled to the same library and bookstore privileges as faculty members on regular contract during the period of leave.
- (d) Upon the faculty member's return to the College, unused accrued sick leave and years accumulated toward tenure and promotion shall be restored to an equivalent level that the member had before the leave began.
- (e) Unpaid leaves normally do not count toward promotion or tenure. For an unpaid leave to count toward promotion or tenure, the faculty member would make a written request in writing to the Vice President of Academic Affairs explaining how the length of time and the nature of activities of the leave relates directly to the faculty member's primary assignment at COCC and/or the PIP goals outlined in the recent cycle. The VPAA will then determine the eligibility of this request for promotion and tenure. The member will submit a final report to the VPAA which verifies the completion of the activities and assignments as initially requested.
- (f) The period of time on unpaid leave will be determined and specified in writing prior to the leave.
- (g) To the extent allowed by the insurance carrier, the College shall allow the faculty member to remain under the College insurance program if the faculty member pays the College for the cost of the insurance.
- (h) A faculty member on unpaid leave shall not be considered for promotion or tenure while on such leave.
- (i) The faculty member who does not return from unpaid leave at the time scheduled shall, upon that date, cease to be a member of the College and shall have no call upon the College of any sort. A faculty member who desires to extend the period of an unpaid leave shall prepare a written request to the President no later than one (1) month prior to the end of the leave period. Granting or not granting such an extension is solely at the discretion of the College.
- (j) Any of the foregoing in Article 9.3 may be modified by mutual agreement of the faculty member and the College. The Vice President of Academic Affairs will consult with the Faculty Forum President when such modified agreements are being considered.

9.4. Sabbatical Leave

- (a) A sabbatical leave is granted to a full-time tenured or tenure-track member of the unit only when such leave contributes to the goals of the College and enhances the professional competence of the individual granted the leave. A sabbatical leave is not considered to be a right which automatically accrues because of prior service. Rather, it is considered to be a privilege granted to a faculty member.
- (b) In order to be considered for a sabbatical leave, a tenured or tenure-track member must make formal application through the PIRT committee, according to the General Procedures Manual.

The person who applies for a sabbatical leave shall provide a summary of the activities to be undertaken during the leave and shall indicate the potential that these activities have for benefiting the students of Central Oregon Community College, the College as a whole, and themselves. Within a reasonable time after returning from a sabbatical (normally within thirty [30] working days of such return), the person shall provide the President of the College with a written report of sabbatical activities.

- (c) Requests for sabbaticals shall be considered in relation to prior as well as potential future contributions of the applicant. Impact to the department while the instructor is on leave shall also be considered.
- (d) The terms and conditions of sabbatical leave will be combined in a contractual form and will become a contract upon signature of the individual being granted the sabbatical and the College.
- (e) Sabbatical leave eligibility will be based only on full-time service at Central Oregon Community College.
 - 1 to 4 years of consecutive service: not eligible for sabbatical.
 - 5 years of consecutive service: eligible for a 1-term sabbatical in the 6th year or thereafter.
 - 6 years of consecutive service: eligible for up to 2 terms sabbatical in the 7th year or thereafter.
 - 7 years of consecutive service: eligible for an academic year sabbatical in the 8th year or thereafter.
 - Faculty on sabbatical will be compensated up to 100% of their annual salary. For sabbaticals shorter than three terms, the member's salary will be divided by 3 and multiplied by the number of terms of sabbatical.
 - Notwithstanding the above, faculty members are eligible for subsequent sabbaticals only when they have repaid all of the required academic years of service.
 - Three-term sabbaticals are only granted to faculty members who are tenured.
- (f) If a faculty member does not return for the prescribed year of obligatory service, that faculty member will be obligated to repay the amount of funds granted according to the following schedule:

Sabbatical Repayment Schedule

for faculty Member who does not return for the prescribed year of obligatory service:

Duration of Leave	Required Service from Employee Upon Return	Repayment to College if Employee leaves COCC employment prior to one academic year
Max. three (3) terms	One (1) academic year (three [3] contracted terms)	<ul style="list-style-type: none"> • One (1) term, repay full amount • Two (2) terms, repay fifty percent (50%) of amount

- (g) The terms of the required service and repayment schedule shall be a part of the contract. The contract shall contain a provision that the amount of the contract (or an appropriate share, thereof, based on time served) shall be repaid to the College if the individual does not complete the required term of service. Interest on the unpaid amount will be assessed at the then prime interest rate as per *The Wall Street Journal*. Repayment is due on the scheduled date of return, and if not paid in full, interest will be charged from that point. Death or disability of the faculty member removes repayment obligations from the faculty member or their estate. If the faculty member's position is eliminated because of reduction in force (see Article 11), no repayment will be required.
- (h) In each fiscal year of this Agreement, the College will provide adequate resources to the sabbatical account to fund seven (7) terms of sabbatical leave for full-time faculty members. For the purposes of this leave, a term is inclusive of any non-instructional contract days surrounding that term (e.g., fall return and commencement). Normally, no more than one (1) faculty member per department should be on sabbatical during any given term.
- (i) Time spent on sabbatical will be considered equivalent to full-time employment for the purposes of promotions, longevity, and salary increments.
- (j) Sabbatical leave will be awarded solely at the discretion of the College. If a faculty member is to receive a salary or other reimbursement from a source outside of the College for an activity which is presented for sabbatical funding, a budget for the sabbatical must be submitted which includes that salary or other compensation. In no case should the total of the outside salary and/or other compensation and the College sabbatical funds exceed 110% of what the faculty member's regular salary would have been for the sabbatical period.

9.5. Tuition

A bargaining unit member or their spouse, documented domestic partner, or dependent to the age of 25 (STUDENT) shall be allowed to enroll as either a part-time or full-time student at Central Oregon Community College, free of tuition cost but subject to the following limitations:

- (a) The College reserves the right to limit or bar STUDENTS from free enrollment in specific classes when limited enrollment might work a hardship on regular College students.
- (b) Enrolling tuition-free in a course shall be permitted only when the number of tuition-paying

students justifies the continuation of the class.

- (c) The STUDENT pays whatever laboratory fees or other fees are paid by tuition-paying students in the course.

ARTICLE 10 - DISCIPLINE AND DISMISSAL

10.1. Applicability

Faculty members within the bargaining unit and covered under this Agreement may be disciplined or dismissed only for cause.

10.2. Progressive Discipline

- (a) For the purposes of this Agreement, discipline shall be progressive in application and based upon the severity of the faculty member's action or inaction warranting discipline. Discipline, subject to 10.1, shall mean only the following: written warning, written reprimand, suspension with or without pay, not awarding salary increment, or demotion. It is agreed that discipline does not include dismissal, discharge, or non-renewal for any faculty member.
- (b) Appeals by any bargaining unit member of discipline imposed on them shall be processed first through the grievance procedure of this Agreement (in Article 5).

10.3. Dismissal for Adequate Cause for Adjunct, Temporary, and Probationary Faculty

- (a) Adjunct instructors, temporary, and probationary faculty members shall, during the term of their individual appointment, be dismissed only for cause. Appeals by any adjunct, temporary, or probationary faculty of dismissal shall be processed first through the grievance procedure of this Agreement (in Article 5.)
- (b) In the case of non-renewal at the conclusion of their appointment, adjunct and temporary faculty members shall have no rights under 10.1.
- (c) In the case of non-renewal at the conclusion of their probationary period, subject to Article 6.2(b), tenure-track probationary faculty shall have no right of appeal beyond the evaluation review process in Article 12.1.

10.4. Dismissal Procedure – Tenured Faculty

- (a) Notice of Dismissal or Termination for Adequate Cause – Tenured Faculty: The Vice President of Academic Affairs shall give written notice to a tenured faculty member of intention to investigate adequate cause for dismissal or termination. The dismissal procedure (10.4) begins when the notice is given.
- (b) Preliminary Proceedings – Tenured Faculty only
 - 1. When the College has reason to question the fitness of a faculty member who has tenure, the appropriate administrative officers shall discuss the matter with the faculty member in a personal conference. The faculty member has the right to FFEC representation in such a

conference. The matter may be terminated by mutual consent after such a conference.

2. If an adjustment does not result from 10.4(b)1 within fifteen (15) business days, a Review Committee of three (3) tenured faculty members will be selected by the Vice President of Academic Affairs from a list of seven (7) provided by the FFEC (without representation from the faculty member's discipline). The Review Committee shall informally inquire into the situation to affect an adjustment, if possible, and, if none is affected, to determine whether in its view formal proceedings to consider the faculty member's dismissal should be instituted.
3. If the Review Committee recommends that formal proceedings should begin, or, if the Vice President of Academic Affairs, even after considering a recommendation of the Review Committee favorable to the faculty member, expresses their conviction that a proceeding should be undertaken, action shall be commenced under the procedures which follow within fifteen (15) business days.
4. Except where there is disagreement, a statement with reasonable specificity of the grounds proposed for the dismissal should then be jointly formulated by the Vice President of Academic Affairs and the Review Committee prior to commencement of the formal proceedings.
5. If there is disagreement between the Review Committee and the Vice President of Academic Affairs, the VPAA and their designee should formulate the statement called for above.

(c) Commencement of Formal Proceedings – Tenured Faculty only

1. The formal proceedings should be commenced by a communication addressed to the faculty member by the Vice President of Academic Affairs of the College informing the faculty member of the statement formulated and informing them that, if they so request, a hearing to determine whether they should be removed from their faculty position on the basis of the grounds stated will be conducted by a faculty committee at a specified time and place.
2. In setting the date of the hearing, the College shall allow thirty (30) business days for the faculty member to prepare their defense.
3. The College shall inform the faculty member in writing of the procedural rights that will be accorded them at the hearing.
4. The faculty member shall reply in writing to the Vice President of Academic Affairs as to whether or not they desire a hearing on their pending dismissal. If the faculty member requests such a hearing, they must, no later than five (5) business days after receipt, provide the VPAA a written response to the allegations in the statement of the grounds for their dismissal.

(d) Placement on paid administrative leave or reassignment of a faculty member during proceedings

involving their dismissal shall be at the discretion of the College, but should generally occur under the following conditions:

- i. There is a significant concern that the faculty member's presence on campus may put at risk the health and safety of students or other members of the College community;
- ii. The faculty member's presence in the workplace poses a risk to the integrity of the proceedings;
- iii. There is a reasonable basis to believe that continuation of the faculty member in regular duty status during these proceedings poses an unacceptable level of risk to College resources, exposes the College to liability, or causes substantial disruption in the workplace.

10.5. Hearing Committee

- (a) The committee of faculty members to conduct the hearing and to reach a decision should either be an elected standing committee not previously concerned with the instant case or a committee established within fifteen (15) business days. The committee will consist of five (5) tenured faculty members selected by the Vice President of Academic Affairs from a list of nine (9) provided by the FFEC (without representation from the faculty member's discipline).
- (b) The choice of members of the hearing committee should be made on the basis of their individual objectivity, competence, and the regard in which they are held in the academic community. The committee shall elect its own chairperson who, with the consent of their fellow committee members, shall rule on all questions of procedure during the hearing consistent with the provisions herein.
- (c) Hearing Committee Proceedings
 1. The committee shall conduct proceedings as described below within thirty (30) business days. They shall begin by considering the statement of the grounds for dismissal already formulated and the faculty member's written response.
 2. If on the record before the committee any facts as put forth in the statement for the grounds for dismissal and the faculty member's written response thereto are in dispute, the testimony of witnesses and other evidence concerning the matter may be received by the committee during the course of the hearing.
 3. The Vice President of Academic Affairs has the option of attendance during the hearing. They may also designate an appropriate representative to assist or represent the College in developing and presenting the case against the faculty member.
 4. The College has the burden of proof and shall proceed first with its case and the faculty member shall have the opportunity to respond to that evidence and present their own evidence. The committee is free to ask questions of either party as desired.
 5. The faculty member shall be entitled to representation by the Forum at the hearing. A representative of the Forum shall have the right to attend all the proceedings covered in

this article.

6. The faculty member shall also have the additional procedural right of presenting evidence or testimony from teachers and other scholars, either from Central Oregon Community College or from other institutions, if one (1) or the only charge against them is professional incompetence.
7. The faculty member and the College shall have the assistance of the committee when needed in securing the attendance of witnesses at the hearing, consistent with this article. Further, the faculty member, the Forum, and the representative of the College shall have the right, within reasonable limits as provided in this article, to question all witnesses who testify at the hearing.
8. The faculty member shall have the opportunity to confront all witnesses adverse to them. However, whenever a witness used by either the faculty member or the College will be unable for good and sufficient reason to be present at the hearing, their testimony may be taken by deposition. If either the College or the faculty member exercises the right to secure such testimony through a deposition, then the party who seeks the deposition shall be obligated to afford the other party the opportunity to be present and participate in the taking of the deposition.
9. All expenses of bringing a witness to the hearing shall be borne by the party bringing the witness to the hearing. All expenses of the taking of witness' depositions, as provided in this article, shall be borne by the party who initiated the taking of the deposition, except that the cost of the written deposition itself shall be shared equally by the College and the faculty member if both parties participate in the taking of the deposition. If either party declines to participate with the other in the deposition process, a copy of the deposition used at the hearing shall be given freely to the other party in advance of the hearing. The expenses of the parties participating in the taking of the deposition shall be borne by each side individually and shall not be shared.
10. All evidence used during the hearing should be duly recorded, but not transcribed. Unless special circumstances warrant, the committee shall conduct the hearing informally without formal rules of court procedure and submission of evidence.
11. The committee shall give opportunity to the faculty member or Forum representative and to the representative of the College to argue orally before it.
12. If written, post-hearing briefs would be helpful to the committee, the committee may request such briefs from both sides and set appropriate time limits for their submission.
13. The committee will render a decision within ten (10) business days from the conclusion of the hearing.

(d) Consideration by the Hearing Committee

1. The committee shall reach its decision in conference on the basis of evidence and testimony presented at the hearing and, if applicable, on the basis of post-hearing briefs.
2. The committee shall reduce its decision to writing, which shall contain explicit findings with respect to each of the grounds of removal presented and a reasoned opinion may be desirable.
3. The Vice President of Academic Affairs and the faculty member shall each be supplied with a copy of the record and transcript of the hearing, if such were made.

(e) Consideration by the President of the College

1. The Vice President of Academic Affairs shall transmit to the President the full report of the hearing committee.
2. The President may accept the committee's report or the President may review the case.
3. The President's review shall be based on the record and transcript, if any exists, of the hearing, accompanied by opportunity for argument, oral or written or both, by the faculty member or their counsel and the representative of the College.
4. The President shall either sustain the decision of the hearing committee or it shall return the committee's decision back to the committee along with the President's specific written objections attached thereto.
5. If the committee's decision is returned to it, as above, the committee must reconsider its earlier decision, taking into account the President's specific objections and taking new evidence, if deemed necessary. The committee shall decide to what extent it needs to take new evidence; if the hearing is reopened thereby, it shall be held within fifteen (15) business days and the provisions relating to submission of evidence, witnesses, and recording and transcribing of the hearing shall be in accordance with the applicable provisions above.
6. Within ten (10) business days after the provisions of 10.5(e)5 are completed, the committee must frame its final decision and communicate it to the affected faculty member, the Vice President of Academic Affairs, and Human Resources in accordance with the provisions above.
7. Only after a study of the committee's reconsideration of its original decision may the President render a final decision to either sustain or to overrule the final committee decision.
8. If the President overrules the final committee decision, the Forum may initiate the formal grievance process, beginning at Step 3 (Article 5.7).

(f) Further Appeals

1. Action taken by the College with regard to the dismissal of a tenured faculty member and the dismissal prior to the expiration of the term of appointment of an adjunct, temporary, or probationary faculty member shall be consistent with the applicable provisions of this

article.

2. For the purposes of this Agreement, appeal by any affected faculty member from such action(s), as referred to above, shall be solely processed in accordance with the provisions of this article.

(g) Reduction in Force Removals. Notwithstanding the provisions of this Article and of any other provisions of this Agreement, oral understandings, or prior agreements, the provisions of Article 11 – Reduction in Force, herein, shall be applicable to all members of the bargaining unit without exception and the provisions of Article 11 shall supersede the provisions of this Article in the event of a reduction in force.

ARTICLE 11 - REDUCTION IN FORCE

11.1. Need for Reduction in Force

- (a) It is the intention of the College, to the extent possible given confidentiality requirements, to conduct any reduction in force (RIF) activities in as open and transparent of manner as possible, all the while providing the opportunity for constructive input and suggestions.
- (b) There are three different reasons for a RIF:
 - i. Impending financial crisis (11.3)
 - ii. Immediate financial crisis (11.4)
 - iii. Reduce or eliminate a significant set of courses in a seated discipline (11.5) – The Review and Support Committee (RSC) is involved in this reason for RIF only.
- (c) In the event of reduction due to a need to reduce or eliminate a significant set of courses in a seated discipline (see Article 11.5(b) for definition), impending financial crisis or immediate financial crisis, the Board of Directors of the College shall determine the RIF in accordance with the process outlined in this Article and shall not implement such reductions in staff unless and until the process contained herein has been accomplished.
- (d) The Board of Directors of the College shall take final action on recommendations of the President regarding layoffs due to RIF. Such actions by the Board shall begin the period of timely notice.

11.2. Impact of RIF Upon Tenured Faculty

The College recognizes the value of tenured faculty to our educational mission. As such, the College will make every reasonable attempt to retain tenured faculty members by observing the following process:

- (a) In the event a tenured faculty member's position is recommended for RIF, and upon request of that faculty member, the Vice President of Academic Affairs shall place the member in a vacant position within the bargaining unit which the faculty member is fully qualified to occupy. Any placement of a furloughed faculty member in a vacant position in their seated discipline or in

another vacant position for which they qualify shall be at no less than their salary at the time of the RIF.

- (b) In the event that a vacant administrative position exists at the College which the faculty member is fully qualified to occupy, if the faculty member does apply, they will be granted an interview and, if hired, will be hired at the posted rate for the administrative position. Acceptance of another faculty position or an administrative position by a tenured faculty member ends the furlough period.
- (c) To the extent practicable, the College will consider whether a tenured faculty member can, through additional coursework and/or professional experience, be retrained to hold another needed bargaining unit position at the College. Such retraining experiences shall generally not exceed one academic year in length. Any such retraining opportunities shall be at the discretion of the College and be put into writing in a contract between the tenured faculty member and the College. In cases where such retraining occurs, the College shall have access to all faculty sabbatical funds not awarded by the Board to pay for such retraining.

11.3. Process for Impending Financial Crisis

- (a) Definition of Impending Financial Crisis: For purposes of this Agreement, an impending financial crisis exists when the President notifies the Board of Directors in writing of the following conditions: that the institution faces a revenue shortfall beyond the current fiscal year; that there is a projected absence of sufficient funds for the campus as a whole to maintain current programs and activities at existing levels to fulfill its educational mission and goals; and that the budget can only be balanced by significant cost-reduction measures, which includes the termination of continuing academic and non-academic appointments. A copy of the letter will simultaneously be sent to the President of the Faculty Forum.
- (b) Preliminary Considerations
 - i. Before instituting a RIF due to an impending financial crisis, the College will make a reasonable effort to reduce non-salary expenditures, but such effort must seek balance between fiscal realities, and must maintain, to the extent possible, the instructional mission of the College.
 - ii. Before a RIF due to an impending financial crisis involving the faculty bargaining unit shall occur, the President and/or their representatives shall meet at least twice with the Faculty Forum Executive Committee or its representatives and 1) present the College's current general fund revenue and expenditure projection and any anticipated shortfall in the current and future year(s), and 2) give reasonable consideration to other means of reducing the budget and increasing revenues. These may include, but are not limited to, retirement incentives, leave without pay, shared or reduced positions, salary freeze or reduction, and delayed capital expenditures.

- iii. Prior to implementing any RIF, the President shall: 1) provide the Faculty Forum Executive Committee with advance notice of the tentative RIF plan along with the factors the President considered in reaching that decision; 2) give the Faculty Forum Executive Committee a reasonable period of time within which to provide input regarding the plan; and 3) give reasonable consideration to the Faculty Forum's input.
- (c) Timeline
- i. Timeline for Tenured Faculty: The College shall give at least three (3) academic terms, including Summer term for faculty whose contract includes summer (if applicable), written notice to tenured faculty members of intention to dismiss or terminate under the provisions of RIF. The notice period will begin with the term subsequent to the one in which written notice is provided.
 - ii. Timeline for Adjunct and Temporary Faculty: The notification period for adjunct and temporary faculty members shall be 180 days or until the end of the contract period, whichever shall occur first. Probationary faculty shall have until the end of their annual contract period.
- (d) Order of RIF
- i. Adjunct: In the event the College determines a RIF is necessary as provided in this article, part-time faculty will be laid off before adjuncts in that same seated discipline. Adjunct faculty will be laid off in inverse order of their seniority as an adjunct in the seated discipline. Laid off adjunct and part-time faculty shall have no re-employment rights or property interest in re-employment.
 - ii. Full-Time Faculty: In the event the College determines a RIF of a full-time faculty member is necessary due to impending or immediate financial crisis, as provided in this article, temporary faculty will be laid off before probationary faculty, and probationary faculty will be laid off before tenured faculty in that same seated discipline. Temporary faculty, probationary faculty and tenured faculty will be laid off in reverse order of seniority in their seated discipline.
- (e) In the event that the College eliminates a full-time probationary or tenured faculty position through RIF, loads equivalent to 45 load units will be reduced in that same seated discipline for the following two (2) academic years (F-W-Sp terms) for each faculty member reduced. Loads equivalent to 45 load units will be restored for each probationary or tenure track position that is offered to the furloughed faculty members in the seated discipline in order of seniority and then to any other furloughed faculty in order of seniority at the College, who are qualified to provide this instruction in the judgment of the Vice President of Academic Affairs as per 11.2(a).

11.4. Process for Immediate Financial Crisis due to Financial Exigency

- (a) Definition of Financial Exigency: For purposes of this Agreement, financial exigency exists when the Board of Directors formally declares a financial exigency and that the following conditions exist: that the institution faces an imminent financial crisis; that there is a current or projected absence of sufficient funds for the campus as a whole to maintain current programs and activities at a level sufficient to fulfill its educational mission and goals; and that the budget can only be balanced by extraordinary means, which includes the termination of existing and continuing academic and nonacademic appointments.
- (b) Preliminary Considerations
- i. Before instituting a RIF due to an immediate financial crisis, the College will make a reasonable effort to reduce non-salary expenditures, but such effort must seek balance between fiscal realities, and must maintain, to the extent possible, the instructional mission of the College.
 - ii. Before a RIF due to an immediate financial crisis involving the faculty bargaining unit shall occur, the President and/or their representatives shall meet at least twice with the Faculty Forum Executive Committee or its representatives and 1) present the College's current general fund revenue and expenditure projection and any anticipated short fall in the current and future year(s), and 2) give reasonable consideration to other means of reducing the budget and increasing revenues. These may include, but are not limited to, retirement incentives, leave without pay, shared or reduced positions, salary freeze or reduction and delayed capital expenditures.
 - iii. Prior to implementing any RIF, the President shall: 1) provide the Faculty Forum Executive Committee with advance notice of the tentative RIF plan along with the factors the President considered in reaching that decision; 2) give the Faculty Forum Executive Committee a reasonable period of time within which to provide input regarding the plan; and 3) give reasonable consideration to the Faculty Forum's input.
- (c) Timeline
- i. Timeline for Tenured Faculty: During a period of financial exigency, the notice period for tenured faculty is reduced from three (3) academic terms to 180 calendar days.
 - ii. Timeline for Adjunct and Temporary Faculty: During a period of financial exigency, the notice period for adjunct, temporary and probationary (tenure track) faculty is 90 calendar days.
- (d) Order of RIF
- i. Adjunct: In the event the College determines a RIF is necessary as provided in this article, part-time faculty will be laid off before adjuncts in that same seated discipline. Adjunct faculty will be laid off in inverse order of their seniority as an adjunct in the seated

discipline. Laid off adjunct and part-time faculty shall have no re-employment rights or property interest in re-employment.

- ii. Full-Time Faculty: In the event the College determines a RIF of a full-time faculty member is necessary, due to impending or immediate financial crisis, as provided in this article, temporary faculty will be laid off before probationary faculty, and probationary faculty will be laid off before tenured faculty in that same seated discipline. Temporary faculty, probationary faculty and tenured faculty will be laid off in reverse order of seniority in their seated discipline.
- (e) In the event that the College eliminates a full-time probationary or tenured faculty position through RIF, loads equivalent to 45 load units will be reduced in that same seated discipline for the following two (2) academic years (F-W-Sp terms) for each faculty member reduced. Loads equivalent to 45 load units will be restored for each probationary or tenure track position that is offered to the furloughed faculty members in the seated discipline in order of seniority and then to any other furloughed faculty in order of seniority at the College, who are qualified to provide this instruction in the judgment of the Vice President of Academic Affairs as per 11.2(a).

11.5. Process for Reduction or Elimination of a Significant Set of Courses in a Seated Discipline

- (a) The College and the Forum both recognize that a healthy set of courses or programs are at the core of the College mission. The College and the Forum also recognize that some sets of courses or programs may become unviable for a variety of reasons. The College is committed to identifying sets of courses at risk and seeking remedies prior to any program closure decisions and will provide reasonable support to the change process.
- (b) Definitions
 - i. Definition of Seated Discipline: A faculty member's seated discipline is determined by the primary AAOT focus area/CTE program in which the faculty member teaches at COCC. In the event that more than one focus area/program meets this criterion the seated discipline will be the focus area/program which reflects the majority of the faculty member's teaching load over the last three (3) academic years or since they were hired to teach at COCC, whichever is shorter. It is the responsibility of the Vice President of Academic Affairs to create a list of adjunct, temporary, probationary, and tenured faculty members by seated discipline in consultation with Chairmoot and Faculty Forum Executive Committee. This list will be updated and brought to Chairmoot and FFEC for discussion and input prior to the start of each Fall term, before Vice President of Academic Affairs approval.
 - ii. Definition of Seniority: For adjunct instructors, seniority will be determined by the cumulative number of terms as an adjunct or full-time instructor at COCC. For probationary and tenured faculty, seniority shall be determined by the total number of terms served as a full-time temporary, probationary, and tenured faculty member.

- iii. Definition of a significant set of courses in a seated discipline: A significant set of courses in a seated discipline is a group of courses in a seated discipline that represents at least 20% of the full load assignment in credit instruction for a full-time faculty member in that seated discipline.
 - iv. Definition of projected load: When determining the projected load, all load units for courses taught in a seated discipline will be assigned first to tenured and then probationary faculty in the seated discipline in order of seniority. The projected load of a full-time faculty member is determined from the load assigned for courses scheduled in their seated discipline for a future year under the provisions of 11.5(k)ii or 11.5(k)iii.
 - v. Definition of benchmark: A benchmark is a specific and measurable goal that is identified as an indicator of sustainability (such as, but not limited to, significant enrollment change, cost per full-time equivalent student, program accreditation, or employability of graduates) in the notification for review of a set of courses in a seated discipline.
- (c) Review of indicators and benchmarks to assess the health of a set of courses: The Review and Support Committee (RSC) is tasked with identifying and implementing remedies for sets of courses determined to be at risk when identified benchmarks are reviewed. After the Review and Support Committee review of indicators and benchmarks, any proposed modifications to indicators or benchmarks will be developed in collaboration with Chairmoot and Faculty Senate and must be presented to Academic Affairs prior to the Vice President of Academic Affairs approval. The collaborative development process will begin the first two weeks of each Spring term for indicators and benchmarks that will be implemented in the following academic year. The remediation timeline does not restart if benchmarks or indicators are changed.
- (d) RSC will review key indicators and create the list of programs or sets of courses that are included in the “potentially at risk” list based on exceeding the defined thresholds (by November 1 each year).
- (e) Once a set of courses has been identified as “potentially at risk”, the RSC will set up a consultation meeting with the affected faculty member(s), their department chair, and their Instructional Dean to determine whether anomalies exist in the data. This consultation should take place before the end of Fall term.
- (f) After consultation, if the set of courses is determined to be at risk, the RSC will provide written notification and schedule a subsequent meeting to set up the remediation process. This written notification will be provided to all faculty members in the affected seated discipline, all department chairs at COCC, the Faculty Forum Executive Committee, and the Academic Affairs Committee.
- (g) The Remediation Timeline:

- i. The remediation process will extend for eight (8) contracted terms following the notification (see 11.5(f)) and may be extended for an additional year with the approval of the Vice President of Academic Affairs.
 - ii. Reduction of Remediation Timeline: The Vice President of Academic Affairs may reduce the remediation process to less than eight (8) terms following consultation with the full-time faculty in that seated discipline and the Faculty Forum Executive Committee.
 - iii. If, after the consultation (11.5 e), the Vice President of Academic Affairs determines that the set of courses is not viable, they may recommend an accelerated timeline to the President of the College.
- (h) Alternative Remediation Notification
- i. The Vice President of Academic Affairs may independently initiate the remediation process for a significant set of courses in a seated discipline.
 - ii. In such a case the Review and Support Committee will be given thirty (30) days to articulate its response to the Vice President of Academic Affairs' initiative in writing and direct any concerns to the President of the College. Following the thirty (30) day period, the office of the VPAA will provide written notification during Fall term of an academic year that stipulates the areas of concern, the specific measures and indicators which support those concerns, and specific benchmarks which would eliminate those concerns. This written notification will be provided to all faculty members in the affected seated discipline, all department chairs at COCC, and the Faculty Forum Executive Committee, and will include a copy of the Review and Support Committee's written response.
 - iii. The remediation process will extend for a minimum of five (5) terms following this notification and may be extended for an additional year with the approval of the Vice President of Academic Affairs.
- (i) If, at any time during the remediation process, all the specific benchmarks given in the notification in either 11.5.(g) or (h) are met, as determined by the Vice President of Academic Affairs consistent with the indicators and benchmarks stipulated in the notification, the remediation process will be terminated and no reduction of probationary or tenured faculty members will take place.
- (j) In the event the College determines a RIF of a full-time faculty member is necessary due to a need to reduce or eliminate a significant set of courses in a seated discipline, the equivalent to 45 load units of credit instruction will be reduced in the seated discipline of the reduced faculty member for the three academic years (F-W-Sp terms) following the completion of the remediation process described in 11.5(g) or (h) for each faculty member reduced except as provided in 11.6. Loads equivalent to 45 load units will be restored for each probationary or tenure track position that is offered to the furloughed faculty members in the seated discipline in order of seniority and then to any other furloughed faculty, in order of seniority at the College,

who are qualified to provide this instruction in the judgment of the Vice President of Academic Affairs as per 11.2(a).

- (k) Timeline for Layoffs Due to a Need to Reduce or Eliminate a Significant Set of Courses in a Seated Discipline
- i. Definition of a need to reduce or eliminate a significant set of courses in a seated discipline: There is a demonstrated need to reduce or eliminate a significant set of courses in a seated discipline when the internal process of review and the subsequent remediation process identified in 11.5(g) or (h) is completed and a set of courses are determined by the Vice President of Academic Affairs consistent with the indicators and benchmarks stipulated in the notification, to be not sustainable because the benchmarks stipulated in the notification process in 11.5(e) and (f) were not achieved.
 - ii. Tenured faculty members may, at the option of the College, be given written notice at the end of the remediation process identified in 11.5(g) or (h) of the intention to dismiss or terminate under the provisions of 11.5 when the projected load is less than 80% of the full load assignment in credit instruction for full-time faculty members in that seated discipline. Such projected load will be determined for the academic year following the completion of the remediation process or, in the event of any required one year teach out (required program completion for current students), the academic year following the teach out.
 - iii. A probationary faculty member may, at the option of the College, be given written notice during or at the end of the remediation process identified in 11.5(g) or (h) of the intention to dismiss or terminate under the provisions of 11.5 when their projected load is less than 80% of the full load assignment in credit instruction for full-time faculty members in that seated discipline. Such projected load will be determined for the academic year following the completion of the remediation process or, in the event of any required one year teach out, the academic year following the teach out.
 - iv. The College shall give at least three (3) academic terms, including Summer term for faculty whose contract includes summer (if applicable), written notice to tenured and probationary faculty members of intention to dismiss or terminate under the provisions of RIF. The notice period will begin with the term subsequent to the one in which written notice is provided.

11.6. Furlough Status

- (a) Definition of prorated pay: Prorated pay is defined to be 1/45th of the reduced faculty member's annual salary at the time they were laid off for each load unit of instruction delivered.
- (b) Before a faculty member is furloughed, the implications of such status shall be fully explained orally and in writing to the faculty member by the President or Vice President of Academic Affairs and the member shall make written acknowledgement of the explanation.

- (c) At the end of the notice period, tenured faculty shall be placed on furlough status. At the option of the College, a probationary faculty member may be placed on furlough status.
- (d) A faculty member on furlough status shall have reemployment rights as specifically defined by the terms of this Article.
- (e) During the twenty-six (26) calendar-month furlough period, if a position (80% or more of the full load assignment in credit instruction for a full-time faculty member in that seated discipline) becomes permanently vacant (excluding such temporary vacancies as those created by leaves of absence, sabbaticals, transfers to grant accounts, etc.), in either the seated discipline or another position for which they qualify, or could qualify under 11.2(d), then the furloughed faculty member shall be reemployed at a salary rate not less than that which they would receive at the time they were furloughed.
- (f) If, during the furlough period, the total remaining load, due to 11.3(e), 11.4(e), or 11.5(j), in the seated discipline of a furloughed faculty member is less than 12.5 load units annually, the College may offer up to 12.5 total load units annually of instruction in that seated discipline as required for courses which support certificates or degrees outside the seated discipline that has been reduced. Such instruction, at prorated pay, will first be offered to the furloughed faculty members in the seated discipline in order of seniority and then to any other furloughed faculty, in order of seniority at the College, who are qualified to provide this instruction in the judgment of the Vice President of Academic Affairs as per 11.2(a).
- (g) During the furlough period the College may offer between 24.5 and 36 load units annually of instruction in the seated discipline of the furloughed faculty member(s) provided such load is first offered to the furloughed faculty member(s) in the seated discipline in order of seniority and then any other furloughed faculty, in order of seniority at the College, who are qualified to provide this instruction in the judgment of the Vice President of Academic Affairs as per 11.2(a) at prorated pay with the insurance benefits of full-time faculty members as provided in 9.2.
- (h) A faculty member on furlough status who has not been reemployed by the College after twenty-six (26) consecutive calendar months on such status shall no longer be on furlough status and shall have no recall rights.

11.7. Appeals

- (a) The requirements of this Article are subject to the grievance procedure only by the Faculty Forum Executive Committee and not by individual bargaining unit members.
- (b) The need for a RIF, the disciplines that would face reductions or elimination, and the determination of qualifications for placement in positions outside a seated discipline are at the sole discretion of the College and the Board of Directors and not subject to the grievance procedure.

- (c) Any such grievance shall be initiated in Section 5.4 of Article 5 and conform to all the requirements therein except as modified here. In order for such grievances to be filed in a timely manner, the Faculty Forum may not initiate their grievance until the affected faculty member(s) has personally been given written notice of the President's recommendation affecting the member's position. The Forum may not file a grievance any later than fifteen (15) calendar days after the provisions of Article 11 have been followed by the College.

ARTICLE 12 - EVALUATION AND PERSONNEL FILES

12.1. Evaluation

- (a) Each member shall undergo evaluation(s) pursuant to procedures and criteria promulgated by the College.
- (b) After each evaluation is completed by the College designated evaluator and discussed with the faculty member, the faculty member shall have the right to have a review team review any specific objection(s) to the designated evaluator's evaluation. A written request containing the specific objection(s) for such a review of their evaluation must be given to the faculty member's department chair within five (5) working days of the meeting between the designated evaluator and the faculty member held to discuss the member's evaluation.
- (c) The evaluation review team shall be composed of one (1) faculty member chosen by the Faculty Forum and one (1) administrator chosen by the Vice President of Academic Affairs. The team's review will be limited to investigating the specific objections, but it may replicate any part of the prior evaluation. The team shall discuss its written findings and recommendations as soon as is possible with the affected faculty member, the designated evaluator, and the faculty member's department chair. The review team's written findings and recommendations shall be attached to the faculty member's evaluation record and may not be substituted for the original evaluation.
- (d) This review process shall not delay any action that the College would normally take in acting on the designated evaluator's evaluation.
- (e) No grievances shall be allowed over any portion of this subject or this section.

12.2. Personnel Files

- (a) Each faculty member shall have the right to review the contents of their own personnel file, which shall be exclusive of materials received prior to the date of employment by the College. One official personnel file for each faculty member shall be maintained by the College.
- (b) All material placed in a faculty member's personnel file upon the effective date of this Collective Bargaining Agreement must have the signature of the Vice President of Academic Affairs or an Instructional Dean and must be dated. The faculty member may request a copy of any materials in their personnel file, with the exception noted in 12.2(a) above, at their own expense. The faculty member may also include in their personnel file a written response to any material in the

file.

- (c) At any time, a faculty member shall have the right to indicate those materials in their own personnel file which they believe to be obsolete. Such identified materials may be sealed within the personnel file upon mutual agreement of the faculty member and the Vice President of Academic Affairs; the seal may be removed by the faculty member whose file it is or by the Vice President of Academic Affairs.
- (d) Access to a faculty member's personnel file shall be limited to only the faculty member involved, such administrators of the College who are assigned to review or place materials therein, such clerical personnel whose duty it is to maintain personnel files, the Forum (pursuant to its rights under the PECBA [Public Employee Collective Bargaining Act]), the Board of Directors acting as a body, and such College committees as are charged by the College to consider personnel matters. All faculty member personnel files shall be stored in secure surroundings when not in use by those officially designated herein.

ARTICLE 13 - PROMOTIONS

13.1. Board Prerogatives

The Board of Directors of the College reserves unto itself the exclusive right to promote and does not delegate away from itself that management right by this article.

13.2. College Obligations

The College agrees not to change the promotion criteria during the life of this Agreement without notice to and consultation with the Forum.

ARTICLE 14 - PROFESSIONAL IMPROVEMENT

14.1. Professional Improvement

- (a) Professional improvement is a responsibility of probationary and tenured faculty. Each probationary and tenured faculty member, excluding senior cell faculty, is required to submit and/or revise a four-year professional improvement plan according to a schedule and approved process provided by the College and complete the appropriate plan within the appropriate cycle. The plan shall be reviewed and approved by the Faculty Professional Improvement Resource Team (PIRT).

The plan shall also contain a description of planned professional development activities of the faculty member over the next four years which the faculty member proposes to accomplish.

Each probationary and tenured faculty member is assigned to a four-year cycle of professional improvement. Early in a cycle (no later than May 1 of the first year of a cycle, or no later than October 15 of the second year for first year probationary faculty), each faculty member shall

submit the aforementioned four-year professional improvement plan. If, during the course of the cycle, the faculty member proposes substantive changes to an approved professional improvement plan, they should file an amended plan.

Senior cell faculty who choose to complete an activity-focused PIP according to the same procedures required for full-time temporary and adjunct faculty as described in Article 14.2(b) can access up to \$2,400 in a four-year period, starting with the four years following completion of the PIP cycle in which they entered senior cell status. There is no carry-over of unused monies to the next four-year period, but rather the maximum resets to \$2,400 for the next four-year period.

- (b) Full-time temporary or adjunct instructors who have taught a minimum of forty-five (45) load units for the College (part-time/adjunct/full-time) are eligible to apply for up to \$500 in professional improvement funds per academic year. Once eligibility is established, and with consecutive full-time temporary or adjunct appointments, unused amounts will accrue from one year to the next to a maximum accrual of \$1,000 per full-time temporary or adjunct instructor. Because funds for all full-time temporary or adjunct PIP activities are limited, it is not guaranteed that all approved full-time temporary or adjunct professional improvement requests will be funded.

In the event that a full-time temporary or adjunct instructor's contract is not renewed, any unused accrual amount for that individual will revert to the Full-time Temporary/Adjunct PIP account.

Full-time temporary or adjunct instructors who intend to apply for PIP funds will prepare a Professional Improvement Plan for submission to PIRT following the approved PIRT guidelines.

14.2. Professional Improvement Accounts

- (a) Funds will be put into the respective Professional Improvement Accounts according to the rates which follow:
 - \$600 per year, per full-time, probationary, and tenured faculty member.
 - \$250 per year, per full-time temporary and adjunct instructor up to a maximum contribution of \$6,000 in any given year
- (b) If the balance in the full-time temporary/adjunct instructor professional improvement account on July 1 of any year exceeds \$15,000, up to \$5,000 of this balance may be used by the Vice President of Academic Affairs for professional development activities for the full-time temporary and adjunct instructors including, but not limited to, curriculum development, workshops, speakers' funds for assessment or other approved College service. Full-time temporary and adjunct instructors with an approved professional improvement plan may submit a request to the Vice President of Academic Affairs for PIP funds (in accordance with PIP guidelines for full-time

temporary and adjunct instructors) to draw on this account for assistance in completing the professional improvement activities, subject to the limitations of Article 14.1(b) and 14.2(a).

- (c) If, on July 1 of any year, the projected carry-over into the next year of the full-time PIP account is projected to be in excess of \$75,000, the College may move up to \$35,000 to a targeted fund to be drawn on at the discretion of the Vice President of Academic Affairs to support program innovation or unique professional development opportunities beyond those covered by professional travel or PIP funds, when the project or activity has the support of the department. An annual spending report of any funds moved from the PIP account for such purposes will be made to the Forum, upon request.

Although the funds are generated on a per faculty member basis, the funds are not considered to be a part of the salary of a faculty member, nor does any faculty member or the Forum have any claims on the funds except through an approved professional improvement plan.

- (d) If a faculty member is to receive a salary or reimbursement for an activity which is presented for professional improvement funding, a budget for the professional improvement should be submitted which includes the salary or reimbursement. In no case should the total of the outside salary and/or reimbursement, and the College funds exceed 110% of the faculty member's pro-rated regular salary for the period.
- (e) In order to assure linkage of activities to the Professional Improvement Plan, funding requests must be approved prior to the activity or purchase. In order to expedite requests presented at different times and in different formats, the Vice President of Academic Affairs or designee may approve a professional improvement plan and grant funds for activities or purchases in support of that plan, but normally the chair and Instructional Dean will be consulted. A probationary or tenured faculty member's professional improvement obligation must be carried out whether or not funding from the College is provided.

ARTICLE 15 - MAINTENANCE OF AGREEMENT

Except as otherwise provided for in this Agreement, should any article, section, or clause of this Agreement be declared illegal by a court or agency of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law or administrative rules; but the remaining articles, sections, or clauses shall remain in full force and effect for the duration of this Agreement. The parties shall, upon written request of either party, meet to renegotiate a substitute for the removed article, section, or clause. Failure to renegotiate a substitute provision shall not be subject to the grievance procedure of this Agreement.

ARTICLE 16 - INTELLECTUAL PROPERTY RIGHTS

16.1. Intellectual Property Rights

Unless otherwise provided for in a separate agreement between individual faculty member(s) and the College, the conditions laid out in this Article shall apply.

16.2. Definition of Intellectual Property

Intellectual property includes instructional materials and may extend to patents and copyrights. Separate agreements are required when projects undertaken with College support may lead to patents. Instructional materials include materials originally developed by the faculty member for use in teaching in any form (including digital, print, video, physical objects and textbooks, lectures, lecture notes and material, assessment materials, images, models, demonstrations or lab materials, multi-media presentation, Canvas modules, web content, and course software).

16.3. Ownership of Intellectual Property

- (a) Distance Education: For distance education courses developed by a faculty member, the faculty member shall be the sole owner of their intellectual materials except in the case of an agreement between the faculty member and the College. Such agreements identify financial support provided by the College and include but are not limited to: creating a new online CTE program; converting an existing in-person CTE program into an online program; and creating online labs in a transfer area that are intended to be used by all instructors of that distance education course. In such cases, limited joint ownership with the College as defined in 16.4 shall occur and faculty members are required to report annually any revenues received to the Vice President of Academic Affairs. If the College requests a faculty member to develop a distance education course for a particular program, the faculty member will check the box on the proposal identifying joint ownership.
- (b) All other intellectual materials: For all other intellectual materials developed by a faculty member, the faculty member shall be the sole owner of the intellectual materials except in cases where the College provides support for the development of the instructional materials beyond the faculty member's normal salary. In such cases, limited joint ownership with the College as defined in 16.4 shall occur and faculty members are required to report annually any revenue received to the Vice President of Academic Affairs. Examples of additional support include: sabbatical leave, professional improvement funds, load assigned for non-online materials development, College or COCC Foundation funds or in-kind support provided as match for an external grant, internal grants such as Innovation funding, or assignment of a design team to assist in non-online materials development. While the faculty member is employed at the College, any use of the materials to which this article applies shall require the express agreement of both joint owners (the faculty member and the College). The faculty member may use the materials in the following ways without obtaining permission of the College: making reproductions of the materials for their personal use in teaching, scholarship, and research; altering the materials, adding to them, or updating the content; and using the materials for scholarship and research by colleagues or students. The faculty member retains the right to be identified as the author of the work including the right to decide whether to allow their name to be displayed in association with the work.

- (c) Should the faculty member leave the employment of the College, the faculty member may take the materials to, and use them with, any educational institution by which they are employed. The College, however, may request permission to continue to use their instructional materials after the faculty member's departure, although the faculty member may decline without prejudice.

16.4. Joint Ownership Conveys Limited Rights to College

Joint ownership of the intellectual materials conveys to the College the following rights:

- (a) The right to receive one-half the revenue generated by the intellectual materials until the College's investment of support as identified in 16.3 is repaid. Thereafter 100% of the revenue is distributed to the faculty member or members and no further reporting is required.
- (b) The right to control whether the College's name or logo is displayed in association with the work and the right to require appropriate acknowledgement of College support in the creation of the materials.
- (c) The right to borrow portions of the work for use in compilations or other composite works.
- (d) If the faculty member leaves the employment of the College, the College retains a royalty free, nonexclusive license to use the materials in the following ways without obtaining permission from the faculty member: adding to the materials or updating their content; transmitting, distributing, performing, reproducing, or displaying the materials for its students; and the right for Central Oregon Community College faculty, staff, and students to make reproductions of the materials for use in teaching, scholarship, and research. If the faculty member leaves the College in a non-voluntary RIF as defined in Article 11, the ownership right referred to in this paragraph shall not accrue to the College.
- (e) For any of the materials for which joint ownership applies, either of the joint owners must notify the other joint owner before entering into any collaboration with a third party which may result in multiple ownership of the materials.
- (f) If the faculty member assigns ownership right to a third party, the College retains the right to modify the materials, add to them or update their content, and the right to transmit, distribute, perform, reproduce, or display the materials for its students and employees.
- (g) Should either of the joint owners decide to sell or otherwise dispose of any portion of the ownership rights, the other joint owner has the right of first refusal, and must be offered the opportunity to purchase the ownership rights before they are offered to a third party.

16.5. Joint Ownership of Open Licensed Materials

- (a) Definition of Open Educational Resources (OER): copyrighted educational resources openly available for use without an obligation to pay royalties or license fees.
- (b) Where educational materials are produced under joint ownership as defined in Article 16.3 and 16.4, the faculty and College, at the beginning of such a project, must first come to an agreement whether or not such materials are openly licensed (OER) and if yes, the type of open licensing (Creative Commons License) such educational materials may carry.

Note: Faculty receiving external grants for the development of OER are obligated to abide by the licensing terms of the grantor.

ARTICLE 17 - COMPLETE AGREEMENT

The Forum and the College both acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. All terms and conditions of employment not covered or abridged by this Agreement shall be subject to bargaining as required by PECBA (Public Employee Collective Bargaining Act).

ARTICLE 18 - DURATION

18.1. Effective Dates

This Agreement shall be effective as provided herein and remain in full force and effect from July 1, 2023, until June 30, 2026, when it shall cease and expire on that date. The updated Adjunct salary will be implemented annually on the first day of Summer term. However, if the College and the Forum are engaged in collective bargaining on July 1, 2026, for a successor Agreement, then the parties agree that the benefits in this Agreement in effect on June 30, 2026 shall be maintained by the College until a successor Agreement is executed or until the Forum has exercised its rights and obligations under ORS 243.726, inclusive.

18.2. Modification

This Agreement shall not be modified during its term except by written mutual agreement of the parties hereto.

ADDENDUM A: FULL-TIME FACULTY SALARY SCHEDULE FOR 2023-24, 2024-25, and 2025-26

Assistant Professor 1

	1	2	3	4	5	6	7	8	9	10
2023/4	58450	59475	60520	61586	62673	63783	64914	66068	67245	68447
2024/5	60950	61975	63020	64086	65173	66283	67414	68568	69745	70947
2025/6	61560	62595	63650	64727	65825	66946	68088	69254	70442	71656

Assistant Professor 2

	4	5	6	7	8	9	10	11	12	13
2023/4	64109	65247	66405	67589	68796	70026	71282	72562	73867	75200
2024/5	66609	67747	68905	70089	71296	72526	73782	75062	76367	77700
2025/6	67275	68424	69594	70790	72009	73251	74520	75813	77131	78477

Associate Professor

	8	9	10	11	12	13	14	15	16	17	18	19	20	21*	22*
2023/4	72522	73991	75492	77027	78597	80202	81843	83521	85237	86991	88786	90620	92495	94734	96132
2024/5	75022	76491	77992	79527	81097	82702	84343	86021	87737	89491	91286	93120	94995	97234	98632
2025/6	75772	77256	78772	80322	81908	83529	85186	86881	88614	90386	92199	94051	95945	98206	99618

Professor

	13	14	15	16	17	18	19	20	21	22*	23*
2023/4	83774	85465	87193	88959	90764	92610	94496	96424	98394	100504	101975
2024/5	86274	87965	89693	91459	93264	95110	96996	98924	100894	103004	104475
2025/6	87137	88845	90590	92374	94197	96061	97966	99913	101903	104034	105520

Faculty Step directly down into the next consecutively numbered step in the promoted rank

For example: Assistant 1 step 4 promotes to Assistant 2 Step 5
 Assistant 2 step 8 promotes to Associate step 9
 Associate step 14 promotes to Professor step 15

ADDENDUM B: ADJUNCT FACULTY COMPENSATION SCHEDULE FOR 2023-24, 2024-25, and 2025-26

Step	2023-24 \$ per LU	2024-25 \$ per LU	2025-26 \$per LU
1	\$ 714	\$ 745	\$ 752
2	\$ 728	\$ 759	\$ 766
3	\$ 742	\$ 773	\$ 780
4	\$ 756	\$ 787	\$ 794
5	\$ 770	\$ 801	\$ 808
6	\$ 784	\$ 815	\$ 822
7	\$ 798	\$ 829	\$ 836
8	\$ 812	\$ 843	\$ 850
9	\$ 826	\$ 857	\$ 864
10	\$ 840	\$ 871	\$ 878
11	\$ 854	\$ 885	\$ 892
12	\$ 868	\$ 899	\$ 906
13	\$ 882	\$ 913	\$ 920
14	\$ 896	\$ 927	\$ 934
15	\$ 910	\$ 941	\$ 948
16	\$ 924	\$ 955	\$ 962
17	\$ 938	\$ 969	\$ 976
18	\$ 952	\$ 983	\$ 990
19	\$ 966	\$ 997	\$ 1,004
20	\$ 980	\$ 1,011	\$ 1,018
21	\$ 994	\$ 1,025	\$ 1,032
22	\$ 1,008	\$ 1,039	\$ 1,046
22*	\$ 1,033	\$ 1,064	\$ 1,071

*Individuals in step 22 in the prior year will receive a \$25 salary increase per load in subsequent years.

ADDENDUM C: Glossary

Adjunct	Adjunct Faculty members are assigned at the start of the Fall term. Adjunct are assigned between 24.5 and 37.9 load units for that academic year and are members of the bargaining unit and are eligible for benefits as detailed in the CBA.
Faculty Senate	The Faculty Senate provides guidance and recommendations to College Affairs, Academic Affairs, and the Instructional Administration on faculty-related issues. In addition, the Senate acts as the primary interface between faculty and the college administration. This committee provides a process for decision-making in relation to faculty evaluation, promotions, tenure, professional improvement, and sabbaticals, and facilitates communication across the campus community on faculty-related issues.
FFEC	Faculty Forum Executive Committee. The FFEC acts as stewards of the COCC Faculty Collective Bargaining Agreement.
FLMT	Faculty Labor Management Team. Representatives from the Administration and the Forum meet regularly to exchange information and discuss issues important to either party. See 1.5 of this CBA.
PIRT	Professional Improvement Resource Team. PIRT is an advisory committee for faculty who seek assistance in drafting, developing or revising their Professional Improvement Plans (PIP). The committee will also verify that the PIP is consistent with promotion expectations and needs no further review. The committee shall publish appropriate timetables, procedures, and other material to facilitate faculty professional improvement at Central Oregon Community College. The committee is part of the approval process for sabbaticals and selects the recipients of the Faculty Achievement Awards. See 9.4(b) and 14.1 of this CBA.
RSC	Review and Support Committee. The RSC is tasked with identifying and implementing remedies for sets of courses determined to be at risk when identified benchmarks are reviewed. See 11.5 of this CBA.
Senior cell	The top two cells of Associate Professor or Professor rank are senior cells. See 7.1(d) and 14.1(a) of the CBA.

ADDENDUM D: Guide to areas of the CBA specific to Adjuncts

This addendum is intended to help Adjunct faculty and their Chairs and Instructional Deans to locate information specific to Adjunct faculty members. This chart focuses on instances where Adjuncts are highlighted.

Article 1: Recognition	
Members of the Bargaining Unit (1.2)	1
Article 6: Faculty Appointments	
Adjunct Appointments (6.1)	7
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Article 7: Salary Compensation	
Adjunct Compensation (7.3)	10
Addendum B: Adjunct Compensation Schedule	45
Article 9: Fringe Benefits	
Sick leave (9.1(b))	17
Personal/Business/Emergency Leave (9.1(e))	18
Insurance (9.2(c) and 9.2(d))	19
Tuition (9.5)	22
Article 10: Discipline and Dismissal	
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Article 11: Reduction in Force	
Process for impending financial crisis/timeline (11.3(c)) and order (11.3(d))	30
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Process for elimination of significant set of courses in a discipline/definition of seniority (11.5(b)ii)	32
Article 14: Professional Improvement	
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Effective dates for Summer term pay scale (18.1)	43

MEMORANDUM OF AGREEMENT ON RETIREES INSURANCE

Retiree Insurance

This memorandum of agreement is entered into between Central Oregon Community College (hereinafter referred to as the College) and the Faculty Forum (hereinafter referred to as the Forum) regarding medical insurance for retired and retiring faculty members. Section 6 of Article 9 of the COCC/Faculty Forum Labor Agreement will be deleted. This memorandum of agreement will constitute the entire agreement between the College and the Forum regarding medical insurance for retired and retiring faculty members.

Effective June 30, 2002, current faculty retirees and those faculty members who have retired with the conclusion of the 2001 – 2002 academic year are eligible to receive up to \$550.00 per month to be paid by the College toward the cost of their premium for the medical insurance plan in effect for regular status full-time employees.

As of June 30, 2002, faculty eligibility for retirement medical insurance and the level of the College contribution to that insurance will be based on the faculty member's years of service as of that date. Those faculty members with 15 or more years of continuous full-time service (as of June 30, 2002) and who meet the criteria listed below are eligible to receive up to \$500 per month to be paid by the College towards the cost of their premium for the medical insurance plan in effect for regular status full-time employees.

Those faculty members with twelve to fourteen years of continuous full-time service (as of June 30, 2002), and who meet the criteria listed below are eligible to receive up to \$300 per month to be paid by the college towards the cost of their premium for the medical insurance plan in effect for regular status full-time employees.

The current faculty and retired faculty members who are eligible for up to either a \$550 per month, \$500 per month or \$300 per month medical insurance contribution are listed on Attachment A to this Memorandum of Agreement. No other faculty members shall receive a College contribution for retiree medical insurance.

The College will participate in the payment of this amount towards the purchase of medical insurance for retiring faculty members according to the following criteria:

1. The faculty member must be considered by PERS to be a retired member of the COCC faculty and must be receiving benefits from PERS under one of the PERS retirement plans. It is the obligation of the retiring faculty member to inform the College as to their status relative to PERS and to any change in PERS status. Failure of the faculty member to notify the College of their PERS status removes all obligations of the College to provide any insurance assistance.
2. The faculty member must be between the ages of 55 and 65, and not eligible for Medicare coverage.
3. The faculty member must have served the College for 15 years in continuous service as a regular, full-time COCC employee.
4. Spouse, domestic partner, and/or dependent children to the age provided in the current Medical Insurance Plan, who are dependents of the faculty member at their date of retirement, shall be covered under the retiree's medical insurance policy, if the retiree so chooses. Coverage for spouse and dependent children shall remain in force only so long as the retiring faculty member is covered under the provisions of this agreement. In the event of the death of the retiring faculty member who has met the provisions of this agreement,

the surviving spouse and children who have medical insurance provided by the provisions of this agreement will be allowed to retain medical insurance coverage under the terms of this agreement for a period of one year from the date of the death of the retiring faculty member to allow the spouse time to obtain their own medical insurance. No other person shall be covered, and once an election is made, it may not be changed.

- i. Retirees after 6/30/02 can choose their contributions to go toward the College's medical insurance or receive a taxable stipend equal to the respective maximum contribution. This election must be made no later than 30 days before the date of retirement and once made is irrevocable.
- ii. If the retirement stipend option has been elected, it shall cease the month following the month of death.

Current Faculty & Faculty Retirees
Eligible for Health Insurance Support
8/14/02
Updated: 5/9/2023

Name	Amount		
	550	500	300
Foreman, Lilli Ann		X	
Keener, Julie			X

Board Meeting Date: 6/14/2023
Exhibit No.: 10a.4

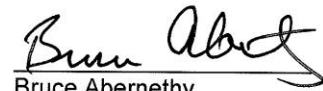
SIGNATURES

FOR THE ASSOCIATION


Sara Henson
Faculty Forum

6/14/23
Date

FOR THE COLLEGE


Bruce Abernethy
Board Chair

6-14-2023
Date