

COCC ADMIN - Mediation Package Proposal 9-25-26

The College agrees to modify its final offer by making the following changes:

Article 10: Salary Compensation Article

This proposal represents a meaningful movement toward the faculty's identified priorities and includes an investment of approximately **\$1 million in additional spending compared to our previous mediation offer.**

Key Financial Improvements

- **Base Salary:** Match the Forum's proposed **\$75,000** base salary
- **Maintain conceptual agreement to compress the schedule from 23 salary steps to 15**
- **Tenure Jump (Step 4A to Step 5): 9.7%**
- **Post-Tenure Step Increase: 3.1%**
- **Year 2 COLA:** Match the Forum's proposed **3%**
- **Year 3 COLA:** Match the Forum's proposed **3%**
- **Summer Pay: 60%**
- **Overload Rate: 60%**
- **Adjunct Pay: 50%**
- **Article 10 Effective Date:** changes to Article 10 apply retroactively to September 1, 2026

Estimated Impact

- Average full-time faculty member: **18.97% increase in Year 1**
 - Increases for senior faculty (15 or more years of service) range from 15% to 21% with an average of 18%
 - Increases for faculty in general range from 13% to 27%
- Average adjunct faculty member: **23.32% increase in Year 1**
- Rankings under this proposal:
 - 3rd at entry level
 - 3rd at 10-year
 - 6th at maximum salary

Flexibility and Continued Interest in Collaboration

While we believe this proposal reflects substantial progress and significant new investment, we remain open to discussing alternative approaches within the overall financial costs of this offer. We are willing to work collaboratively on different ways to allocate the costs if there are adjustments that better align with faculty priorities while remaining within the same overall financial cost.

Schedules Under This Proposal

FT Faculty Schedule	
Step	Salary
Step 1A	75,000
Step 1B	77,250
Step 1C	79,568
Step 2A	76,500
Step 2B	78,795
Step 2C	81,159
Step 3A	78,030
Step 3B	80,371
Step 3C	82,782
Step 4A	79,591
Step 4B	81,978
Step 4C	84,438
Step 5	87,311
Step 6	90,018
Step 7	92,808
Step 8	95,685
Step 9	98,651
Step 10	101,710
Step 11	104,863
Step 12	108,113
Step 13	111,465
Step 14	114,920
Step 15	118,483
Step 15 + 5 years	121,445
Step 15 + 10 years	124,481

Adjunct Faculty Schedule	
Step	Salary/LU
1	833
2	850
3	867
4	884
5	970
6	1000
7	1031
8	1063
9	1096
10	1130
11	1165
12	1201
13	1238
14	1277
15	1316

Article 11: Teaching Assignment, Compensation and Agreements Article (See Full Text of Proposal Below)

- **11.5.(b)iii.** College agrees that the VPAA will report actual Department Chair and Program Director load totals to FFEC annually by June 1.
- **11.5.(c)ii and (d)i.** College agrees that the VPAA share recurring and ad hoc non-instructional load totals on June 1 and October 1. The October report will capture any load or edits not reflected in June.
- **11.6.(a)iii.** College proposes clarifying language: eLearning staff may identify needed revisions to distance education courses during active delivery, for quality assurance and federal/accreditation compliance.
- **11.6.(f)v.** College agrees to strike “whose decision is final.” It proposes that exceptions be submitted (rather than appealed) to the VPAA.
- **11.9.(e).** College agrees to compensate Department Chairs and Program Directors for College-requested off-contract work beyond the 24 hours in their compensation model. Pay would be at the current faculty off-contract hourly rate, and requests may be declined without prejudice.

Article 15: Fringe Benefits Article (See Full Text of Proposal Below)

Agree to tiered rate insurance starting in Insurance Plan Year 2 at current 90%/10% contribution percentages. Add limited reopener if College costs increase by 10% and review prior to successor agreement.

Article 21: Duration Article

"The terms of this Agreement shall be effective upon mutual ratification unless otherwise specified herein and remain in full force and effect until June 30, 2029, when it shall cease and expired on that date."

(Note: see proposal above for Salary and Compensation changes applying retroactively to September 1, 2026.)

~~ARTICLE 8~~ - ARTICLE 11 - 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~~ 11.1 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. ~~Load may be provided for teaching (see 11.4, 11.7, and 11.8) or similar duties (such as those performed by Faculty Librarians); regular non-instructional work (see 11.5[b], [c], [d], and [g]); and excessive or unusual primary assignment duties (see 11.5[a], [e], and [f]).~~ 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)~~ 11.9(b) for faculty on an alternate contract year. ~~Faculty members, regardless of teaching mode, will be regularly available to students and colleagues on the COCC campus(es) in person.~~

~~8.2~~ 11.2 Full-Time Faculty Teaching ~~Load~~ Assignment

- (a) Full-time faculty can be assigned to teach in all areas of the district and across all time blocks. ~~Faculty may decline an assignment to teach with a break of more than six (6) hours between classes without prejudice.~~
- (b) The College will provide a minimum of ~~one~~ two terms notice of scheduling outside ~~Beard~~ a faculty member's home campus or in early morning (start time before 8 am) or evening (start time after 5 pm) time blocks, unless mutually agreed upon by the faculty member and the College.
- (c) Full-time faculty may appeal an assignment to teach outside of their home campus or in the early morning or evening if doing so presents a particular hardship. Such appeals should be submitted in writing to the faculty member's Instructional Dean. If the appeal is not granted by the Instructional Dean, the faculty member may appeal to the Vice President of Academic Affairs. The VPAA's decision will be distributed to all interested parties in writing within ten (10) business days, though this timeline may be extended by mutual agreement of the faculty member and VPAA.

~~The College will determine the instructional mode and assign teaching load units as~~

~~described in 8.3.~~

~~8.3.~~ 11.3 Credit Classes

For the purposes of assigning load units (LU) for credit classes, unless expressly stated otherwise in Article 11.4, the 4th-week enrollment report will be used to determine applicable class size. The College

will determine the instructional mode of classes and assign teaching load units for credit classes as follows:

- (a) Standard Modes: The College utilizes the standard descriptions for instructional modes, as defined by the Office of Community Colleges and Workforce Development (CCWD).
 - i. Lecture Mode: ~~An instructional setting in which the instructor delivers presents academic subject 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~~ is assigned one (1.0) load unit.
 - ii. Lecture-Lab Mode: ~~An instructional setting in which the instructor gives short presentations and supervises student application of content. Instructional methods are integrated, and lecture and lab are dependent upon each other for the student's educational success (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~~ is assigned ~~three-fourths (0.75)~~ 0.85 load unit per weekly contact hour.
 - 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), ~~assumes all learning occurs in the lab itself.~~ Lab Mode B: One (1) hour per week for a term ~~equals is assigned seven-tenths (0.7)~~ ~~three-fourths (0.75)~~ 0.85 load unit. Lab Mode A (Physical Activity/HPPA): One (1) hour per week for a term ~~equals is assigned six-tenths (0.6)~~ 0.7 load unit.
- (b) Nursing Health Careers Clinical Instruction: One (1) hour per week for a term equals ~~eight tenths (0.8)~~ ~~nine tenths (0.9)~~ 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~~ the following Writing courses with enrollments of ten (10) or more students receive an additional .75 LU: (WR121Z, WR 121Z + seminar [(combined enrollment total of linked section)], WR 122Z, and WR 227Z)~~receive an additional .75 LU when the fourth week enrollment shows ten (10) or more students.~~
- (d) Music Loads:
- Lecture/~~discussion~~ classes, & major ensembles, and small ensembles are compensated at one (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~~ are compensated at 0.2 LU per private lesson, plus the amount equal to the current ~~lesson~~ fee assessed for private lessons.
- (e) CWE practicums: All CWE practicums (except those listed below in ~~8.3 [h] and [i]~~ 11.4[g] and [h]) 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, and Paramedicine 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:
- i. Four (4) credit lecture class: three (3) ~~load units~~ LU for lecture and 0.25 per student per practicum. The amount of compensation for the practicum will not exceed ~~3.755~~ LU.
 - ii. Three (3) credit lecture class: two (2) ~~load units~~ LU for lecture and 0.25 per student per practicum. The amount of compensation for the practicum will not exceed ~~3.75 5~~ LU.

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.~~

- (h) Large Class Size: ~~Faculty members of non-lab courses in science, and of courses in all other disciplines receive additional load~~ Load for large class sizes will be increased according to the following schedule ~~(based on fourth week enrollment)~~:
- i. ~~Non-lab courses in science and courses in all other disciplines:~~ 36-50 students Base LU X 1.125

Over 50 students Base LU X 1.25

ii. ~~Science classes with labs attached to the lecture~~

~~section: 51-60 students Base LU X 1.125~~

~~61-70 students Base LU X 1.25~~

~~71-80 students Base LU X 1.375~~

~~81-90 students Base LU X 1.5~~

~~Over 91 students Base LU X 1.625~~

50 students	.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	.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	2.5 LU added to base load for course

~~Assignment(s) Off Home Campus: faculty teaching off their home campus will receive an additional 0.5 LU when the enrollment of at least one class is ten (10) or more students. This additional load is calculated per weekly in-person class day(s) rather than per course/section.~~

- (i) ~~Deer Ridge Correctional Institution (DRCI): all courses taught at DRCI will receive an additional 1 LU. These courses are excluded from the additional load specified in 11.4(i).~~

8.4. 11.5 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. ~~The College will support advising by making a calendar scheduling tool available to all faculty advisors.~~ 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).~~ will be assigned ~~1-3~~ non-instructional LU by the Vice President of Academic Affairs according to the following schedule. For unusual situations such as shared advisee rosters and partial-year leaves, the College reserves the right to modify how this schedule is applied.

Average Number of Advisees over 35	Load Units Assigned
105+	3 LU
89-104	2.5 LU
71-88	2 LU
53-70	1.5 LU
36-52	1 LU

- i. A reasonable load prediction will be used for scheduling purposes but the actual amount a faculty member receives will be based on the totals at the end of the academic year. If a faculty member's total load goes above the overload limit specified in 11.9(c) because of advising, they shall receive compensation for that additional load.
 - ii. The College will make every effort to keep advising loads for individual faculty under thirty-five (35) 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.
- (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.

- i. ~~Department Chairs and Program Directors remain bargaining unit members and these roles do not include any formal supervision or evaluation of other bargaining unit members.~~
- ii. ~~To be eligible to serve as Department Chair, a faculty member must be tenured. In year one of this agreement, faculty already serving as Department Chair who are untenured~~

~~may continue in their role; by the second year of this Agreement, all Department Chairs must be tenured faculty.~~

~~The base load for all Chair work is a minimum of 25 LU/contract year. Additional non-instructional load may be available by working with the Instructional Deans to determine what is reasonable for additional duties. The base load for all Program Director work is a minimum of 11 LU/contract year. Additional non-instructional load will be available by working with the Instructional Deans to determine what is reasonable for additional duties.~~

- iii. The VPAA will provide a report of actual Department Chair and Program Director load totals to FFEC annually by June 1 ~~30~~ 15.

- (c) Recurring Non-instructional Load: The College will assign Load Units for the following recurring positions/activities as necessary according to this schedule, subject to completion of the activity or duties associated with the position

.Position/Activity	Load Units Assigned
Cadaver Coordinator	2 LU
Chemical Hygiene Officer	2 LU
CIS—Pioneer Data Center Administrator	2 LU
Coordinator—CAFE	22.5 LU
Coordinator—Composition	4 LU
Coordinator—Developmental Literacy	4 LU
Coordinator—Developmental Math	4 LU
Coordinator—DRCI Program	12 LU
Coordinator—Engineering Program	4 LU
Coordinator—Gateway Math	4 LU
Coordinator—HD Program	6 LU
Coordinator—Medical Assistant Lab	1 LU/term, up to three (3) terms
Coordinator—Pinckney Gallery and Other Display Spaces	3 LU/term
Dental Lab Coordinator	1 LU/term, up to three (3) terms

Dental Clinic Coordinator	6 LU total*
Dental Clinic Facilitator	3 LU/term, up to three (3) terms
Equipment Maintenance	1 LU/term, up to three (3) terms
LMT Clinic Scheduling	4 LU total*
Music—Band Administrator	2 LU/term, up to three (3) terms
Music—Chorale Administrator	2 LU/term, up to three (3) terms
Music—Symphony Administrator	2 LU/term, up to three (3) terms
New FT Faculty Orientation	1 LU/term, up to three (3) terms
Nursing Coordinator—1 st Year	3 LU total*
Nursing Coordinator—2 nd Year	3 LU total*
Nursing ACE & Clinical Coordination—1 st Year	5 LU total*
Nursing ACE & Clinical Coordination—2 nd Year	5 LU total*
Nursing LRC Coordinator	22.5 LU total*
Nursing LRC Curriculum Coordination—1 st Year	3 LU total*
Nursing LRC Curriculum Coordination—2 nd Year	1 LU total*
Physiology Lab Testing	2 LU/term, up to three (3) terms
Chair of Faculty Senate	12 LU

**total load can be distributed among multiple faculty members*

- i. ~~The College shall will inform individual faculty of their compensation before they engage in such work, including any changes in compensation from year to year. Department chairs should be included in these communications.~~ recurring non-instructional load assignment prior to commencement of the assignment.
- ii. Load for such work will be shared with FFEC at the beginning (by October 1) and end (by June 1) of each academic year. The June 1 report may not be exhaustive, but any additions or edits will be shared by October 1 of the following academic year.
- iii. ~~When necessary, written descriptions of positions duties should be on file with both the department and FFEC.~~
- iv. ~~The process for awarding compensation will be consistent, equitable, and shared with faculty upon request.~~
- v. ~~When necessary, Department Chairs or Program Directors may work with their Instructional Deans to create new recurring positions that meet the workload needs of the Department or Program.~~
- vi. ~~Load for such work will be shared with FFEC at the beginning and end of each academic year.~~

- vii. ~~This chart does not include regular non-instructional load for faculty librarians, as such work is part of their primary assignment.~~
- viii. ~~Load rates can change upon mutual agreement of both parties.~~
- ix. ~~When necessary, written descriptions of positions duties should be on file with both the department and FFEC. These descriptions may not be changed during the life of this Agreement without notice and without the approval of FFEC.~~
- x. ~~When necessary, Department Chairs or Program Directors may work with their Instructional Deans to create new recurring positions that meet the workload needs of the Department or Program.~~

(d) Special Assignments of Non-Instructional Load or Stipend: Special assignments or projects may be given a load unit equivalent or stipend. ~~Individual faculty,~~ Department Chairs, Program Directors, or Instructional Deans may request such load or stipends. Individual faculty may request load release or stipend through their department chair or program director. The Vice President of Academic Affairs will approve or deny all awarding of stipends or assignments of release time, non-teaching, administrative, or planning duties, or the like. When a request is denied, the VPAA or instructional dean will provide reasoning in writing.

~~Faculty may appeal the denial of a request for non-instructional load or stipend within seven (7) days of notice of the VPAA's decision. In such cases, an ad hoc committee will convene within seven (7) days of written notice of an appeal. This committee shall consist of one faculty member and one administrator selected by the VPAA and one faculty member and one administrator selected by the Faculty Forum President. The committee shall review the faculty member's appeal along with any relevant information or data and make a decision within fourteen (14) days. Ties will be broken by the President of the College.~~

- i. ~~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 assignments or projects will be shared with FFEC at the beginning (by October 1) and end (by June 1) of each academic year. The June 1 report may not be exhaustive, but any additions or edits will be shared by October 1 of the following academic year.
- ii. ~~Within the first year of this agreement, the College and the Forum will convene a workgroup tasked with exploring models and options for developing a mutually beneficial, streamlined, transparent process for awarding load or stipend for non-instructional work that exceeds standard expectations, including but not limited to new course or program development work, or significant course or program overhaul work; Department and Program Review, when the majority of the labor falls to one faculty member who is not already receiving load for such work; necessary credentialing or retraining when such work exceeds the scope of Professional Improvement expectations; etc. This workgroup shall submit a report of their~~

~~findings and recommendations to the College and the Forum by the beginning of Spring term in the second year of this agreement.~~

- (e) 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.
 - i. ~~The College shall inform individual faculty of their compensation before they engage in such work, including any changes in compensation from year to year.~~
 - ii. ~~The process for awarding compensation will be consistent, equitable, and transparent.~~
 - iii. ~~Load for such work will be shared with FFEC at the beginning and end of each academic year.~~
- (f) The Chair of Faculty Senate shall be awarded ~~four (4) eight (8)~~ six (6) load units of release time (or overload at the discretion of the Chair) during their year of service.
- (g) The President of the Faculty Forum shall be awarded ~~twenty four (24) up to thirty-two (32)~~ 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) ~~and no more than sixteen (16)~~ load units of release time may be taken in a single year ~~academic year must be taken each of the two years~~ of the term. ~~The College and the Forum will pay in equal parts for the release time~~ Payment shall be at the relevant overload rate.

~~8.5.~~ 11.6 Distance Instruction Education

~~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. The College recognizes that the development and maintenance of high-quality distance education requires additional and ongoing professional development on the part of faculty, and that regulatory processes must be implemented on behalf of the College to ensure compliance with specific regional and national standards for accessibility and interaction in distance education courses.~~

- (a) Definition of Distance Instruction Education: ~~Distance Instruction, as Education is defined by the US Code of Federal Regulations. This definition is reflected and established in regulations and guidance from the Northwest Commission on Colleges and Universities (NWCCU) and NC-SARA. At present, Distance Education is defined as: 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.~~
 - i. ~~Education that uses one or more forms of technology to deliver instruction to students who are physically separated from the instructor and that supports regular and~~

substantive interaction (RSI) between students and the instructor, either synchronously or asynchronously.

- *Substantive interaction* is engaging students in teaching, learning, and assessment, consistent with the content under discussion.
- *Regular interaction* is ensured by providing the opportunity for substantive interactions with students on a predictable and scheduled basis commensurate with the length of time and amount of content in the course.

ii. COCC courses delivered in online, hybrid, or remote modalities or live-streamed between campus locations meet the federal definition of distance education and must therefore adhere to all applicable regulatory and quality standards.

~~iii. The College reserves the right to review the instructional content of distance education courses while they are in active delivery, using the COCC Best Practices in Distance Education, for the purposes of supporting quality assurance and for College employees performing their job duties and responsibilities.~~ As part of their job duties, eLearning staff may identify needed revisions to distance education courses during active delivery in order to support quality assurance and ensure alignment with federal regulations and accreditation standards.

~~iv. At COCC, expertise in distance instruction is recognized to belong to staff in eLearning who are trained in instructional design. Expertise in disciplinary content is recognized to belong to faculty.~~

(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~~ faculty bring disciplinary content expertise, the College agrees to support instructors in instructional design, technology integration, pedagogical best practices, and means of maintaining accessibility and regular and substantive interaction (RSI) compliance ~~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.~~ To best reflect these needs, the College agrees to maintain support in the following areas will provide:

1. ~~The College will continue to provide a~~ Facilities and Equipment: A reserved, well-equipped physical work and training space including a dedicated media production space and equipment available for faculty checkout ~~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 staff will also be available to help faculty use the provided resources during business hours for drop-in support and scheduled appointments.

2. Resource Repository: An accessible and routinely maintained collection of guides and training resources covering topics applicable to COCC's Distance Education Standards, including: Universal Design for Learning, best practices supported by recognized online course quality assessment groups (e.g., Quality Matters, OSCQR), RSI, digital accessibility, and inclusive design strategies. ~~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. Professional Development: Comprehensive training opportunities for faculty will be offered throughout the regular academic year, delivered via internal departments (e.g., eLearning, Student Accessibility Services, CAFE) and/or by external organizations (e.g., Oregon Community College Distance Learning Association, Online Learning Consortium).
4. Orientation and Technical Support: The College will continue to provide orientation and technical support for both faculty and students. For faculty, distance education training ~~should~~ will include an introduction to essential LMS training skills, regular opportunities to participate in the Online Teaching Certification course, and access to technical experts for purposes of troubleshooting, problem-solving, and creative brainstorming ~~design and accessibility support, a pedagogical orientation, and ongoing quality review beyond the initial course (including both peer and external review as needed).~~ For students, ~~The College will continue to integrate digital literacy and robust preparation for the online learning environment into existing onboarding programs, while also providing technical troubleshooting and other supportive services as applicable 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.~~
5. ~~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 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) Instructional Expectations and Training: Student success in online classes is strongly correlated to a faculty member's training, preparation, and understanding of how pedagogical principles may be applied in distance education courses.

- i. Online Training Certification: To become eligible and maintain eligibility for online teaching assignments, faculty must
 - Satisfactorily complete the Online Teaching Certification course or one of the defined exemption options.
 - Maintain course quality as defined in the Distance Education Standards (determined during the course review process defined in **8.5(c)iii**).
 - Complete refresher training at an interval of every three (3) years. The College will develop a plan to phase in refresher training for faculty who completed the OTC more than three years ago.
- ii. Instructional Responsibilities: All general instructional responsibilities including workload, student contact expectations, class size, and compensation structures defined in **Article 8** apply to online instruction.
- iii. Eligibility Maintenance: Faculty who fail to maintain eligibility (e.g., lapse in refresher training) may be deemed ineligible for distance education assignments.
- iv. Regular and Substantive Interaction: The College must ensure that in distance education courses there is regular interaction between a student and an instructor prior to the student's completion of a course. Faculty members must provide faculty-initiated regular and substantive interaction (RSI) on a predictable and scheduled basis and plan opportunities for proactively engaging students. The College provides explanation and support for RSI within the best practices posted in the resource repository noted above and derived from the Code of Federal Regulations 34.600.2.
- v. Alignment with Standards and Regulations: Distance education courses will be reviewed on a regularly defined schedule to maintain alignment with COCC's standards and other regulations.
- vi. Training Compensation: Faculty are required to successfully complete the Online Teaching Certification training if teaching online or hybrid courses (and have not previously completed the OTC) and are required to attend media and technology training before teaching a streaming course.
 - If an instructor is assigned to teach a hybrid or online course and has not completed OTC training, they will be paid \$350 for successful OTC course completion.
 - Three years from the date of OTC certification, faculty are required to complete refresher training and will be paid \$250 for successful completion.
 - If an instructor is assigned to teach a streaming course, they will receive media and technology training from a member of the eLearning staff and will be paid at a rate of \$35 per hour for successful training completion.

- Successful training completion and compensation are contingent on review by trained eLearning staff using publicly available rubrics.
- The College is not liable to compensate a faculty member if training performance is judged to be unsatisfactory.

(d) Distance Education Course Evaluation Principles. The following principles regarding formal evaluation involving distance education courses shall be followed:

- ~~The evaluation of distance education courses and significant distance education course elements shall be conducted as close as possible to the framework and processes of the evaluation of other courses.~~
- ~~Faculty and student privacy shall be protected and respected. No observation or monitoring of student-student or faculty-student interaction shall take place without prior agreement with the faculty member(s) responsible for the class, and prior notification of the students involved.~~
- ~~Evaluations of distance education courses may include a separate evaluation of the technology used and the distance education format.~~
- ~~Once a faculty member and evaluator agree on a distance education course to observe and a timeframe for developmental evaluation, the faculty member shall make the class accessible for the evaluator. The faculty member and evaluator shall mutually agree upon the scope of the online evaluation consistent with Article 8 and Faculty Evaluation Official Practices (for example, one week). If the faculty member requires assistance to provide access to the evaluator, the faculty member may contact eLearning in order to authorize provision of access to the course to the evaluator.~~

(e) Assignment and Timely Notice: ~~In order to provide sufficient time to prepare and utilize resources in developing a distance education course, f~~

- 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.
- 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.
- 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 Online Course Development:

- Definition: Online Distance education course development is a collaborative and iterative

process between subject matter experts and distance education specialists to create high-quality digital learning experiences delivered through the College's learning management system. It is a significant time commitment that involves multiple cycles of design, review, and refinement.

- Course development is grounded in evidence-based instructional strategies appropriate for online learning environments and includes creating or adapting multimedia materials, designing interactive elements, and ensuring legally-required digital accessibility and regular and substantive interactions (RSI). Online courses developed at COCC should meet or exceed expectations defined in COCC's Distance Education Standards, fulfill course and program learning outcomes, and satisfy accreditation requirements. They demonstrate use of principles of Backward Design to ensure alignment between learning outcomes, assessments, and instructional activities, and incorporate Universal Design for Learning (UDL) principles to support diverse learners.
 - Use of a standard, industry-created course may be appropriate for a discipline but does not constitute course development for purposes of receiving a course development stipend.
 - ~~Hybrid, remote, and streaming courses are considered distance education courses but not online courses.~~ Remote and streaming courses are not eligible for development stipends.
- ii. Compensation for online and hybrid course development: Faculty will receive a one-time stipend of \$300 per weekly contact hour for developing an online course that the faculty member has not taught before at COCC. Faculty will receive a one-time stipend of \$300 per weekly online contact hour for developing a hybrid course that the faculty member has not taught before at COCC. Stipends are not available for:
- Courses with material composed primarily of publisher-generated content.
 - Courses that are a copy of a course for which another faculty member has received a course development stipend.
 - Capstone, practicum, clinical, internship, or fieldwork courses.
 - Course developed as part of separately funded projects (e.g., Perkins, strategic plan funds, etc.).

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

- iii. 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~~ month 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~~ one (1) week prior to the start of the term. Compensation via stipend will be paid once the class has been taught. ~~In the event an online course is assigned later than one month before the course begins, the faculty member must submit this request within two (2) days of being assigned the course.~~
- iv. Stipends (for eligible courses) will be paid once the following have been verified: the class has been offered within the term for which the stipend was requested and the course meets the requirements for regular and substantive interaction (RSI) and digital accessibility (WCAG 2.1 AA standards). Payment may be received in the term following the one in which the course has been taught.
- v. ~~In unusual circumstances, stipends for eligible courses may be approved and paid outside of this request and approval process (i.e. when a department chair misses a deadline or when a faculty member is assigned a course outside of this timeframe.)~~ Exceptions to the established process may be ~~appealed~~ submitted to the VPAA ~~whose decision is final.~~

~~(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.~~ 11.7 For Noncredit Classes

Load units assigned to full-time faculty to teach non-credit courses not specifically addressed in the Contracted Training Section (Article ~~8.8~~ 11.10) will be determined by the College as above. A range between ~~75~~ seventy-five percent (75%) and one hundred percent (100%) of normal load will be

paid for those load units.

~~8.7.~~ 11.8 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. A~~ to any faculty member, and 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.
- (d) By ~~the third week of Spring term June 1-30 15,~~ the College will provide a list of all overloaded faculty members to FFEC, including names and number of overloaded LUs.
- (e) A faculty member who believes their workload to be excessive for any reason, including but not limited to excessive course development or preparation responsibilities in a given term or academic year; coordination and self-studies for accreditation, assessment, or Department and Program Review; or additional administrative work, may request an administrative review by their Instructional Dean or appropriate management supervisor. This review shall be completed within a reasonable period of time, and a written summary ~~with recommendations~~ of the review shall be furnished to the faculty member, ~~the College, and FFEC.~~

~~8.8.~~ 11.9 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.
- (c) By the third year of this contract, the number of faculty contract days will be reduced from 179 to 176.
- (d) Full-time Aviation faculty who perform primary assignment duties year-round (i.e. during summer term or winter or spring break) shall be compensated at their regular academic year pay rates. These are

calculated by dividing their current base annual salary by ~~173~~ the number of regular annual contract days to determine a daily rate, then multiplying by the number of working days in the term or break. Service and professional development requirements remain in place throughout the summer term for these faculty members.

~~(e) Department Chairs or Program Directors who are expected to perform the duties of their positions during off-contract time (i.e. during summer term or winter or spring break) shall be compensated at the current College hourly rate for faculty off-contract work. their regular academic year pay rates. These are calculated by dividing their current annual salary by the number of regular annual contract days to determine a daily rate, then multiplying by the number of working days in the term or break. Department Chairs or program directors may choose be asked by the College to perform duties during off-contract time beyond the twenty-four (24) hours already reflected in their compensation model. Should they accept such requests, they will be compensated at the current College hourly rate for faculty off-contract work, but they may decline such requests without prejudice. Duties and responsibilities may be performed by an instructional dean during off-contract times when the chair or program director is not available.~~

~~8.9.~~ 11.10 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~~ 11.10 (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~~ - ARTICLE 15 - FRINGE BENEFITS

~~9.1~~ 15.1 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~~ 15.1(e).
- (b) Adjunct instructors will be granted ~~forty (40)~~ fifty (50) 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)~~ fifty (50) hours per year for a maximum of ~~eighty (80)~~ one-hundred (100) 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. Personal/Business/Emergency Leave. A full-time faculty member shall have available ~~two (2)~~ three (3) 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)~~ two (2) days, 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, ~~or on a day in which a faculty member has a final exam scheduled during finals week, in conjunction with any holiday~~ with the exception of taking leave for the purpose of observing a religious 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.
- (e) 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, ~~or any individual related by blood or affinity whose close association with an eligible employee is the equivalent of a family relationship~~. Immediate family also includes relationships to the employee through a domestic partner.

(a) College and **Full-Time** 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. **Details of the insurance plans are as follows:**

- *Insurance Plan Year 1 (covers insurance plan year October 1, 2026-September 30, 2027) – no change*
- *Insurance Plan Year 2 (covers insurance plan year October 1, 2027-September 30, 2028) - Tiered and ninety percent (90%) employer contribution for FT faculty; ten percent (10%) contribution for FT faculty.*
- *Insurance Plan Year 3 (covers insurance plan year October 1, 2028-September 30, 2029) - Tiered and ninety percent (90%) employer contribution for FT faculty; ten percent (10%) contribution for FT faculty.*

The provision for tiered rates for full-time faculty is in effect only during insurance plan years 1, 2, and 3 as noted above and will not automatically carry over to a successor agreement. During insurance plan year 3 and by November 30, 2028, the College and the Forum will review full-time faculty insurance tiered rate costs in preparation for a successor agreement.

Reopener. In the event total costs of tiered rates for the college to insure the bargaining unit increase by ten percent (10%) or more in a given insurance plan year, this agreement shall be reopened for the sole and limited purpose of negotiating changes to Article 9, Insurance only. Upon such reopener, all other provisions and all other articles of this agreement shall remain in full force and effect.

- (a) 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~~ 15.2 of the CBA will be re-opened under ORS 243.698, the interim 90-day bargaining process.
- (b) Faculty members who have adjunct status shall receive a contribution towards the College provided health insurance program (**medical, prescription, dental and vision only**) 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

- (c) 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.
- i. **Benefits for adjunct faculty on continuing one-year or two-year contracts will continue over the Summer term, as per ORS 350.355. Adjunct faculty not receiving a paycheck during Summer term will work with Human Resources to pre-pay or self-pay their premium share.**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.

- (d) The College will pay the cost of the first \$50,000 of ~~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.~~ 15.3 Unpaid Leave

- (a) A full-time tenured ~~or 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 ~~and notify the faculty member of their decision in writing~~. 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~~ 15.3 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.~~ 15.4 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~~ faculty 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. ~~The number of terms of sabbatical leave requested by a faculty member shall not be a significant factor in consideration, however (i.e. leave requests for fewer terms will not automatically increase their likelihood of approval.)~~
- (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.
- ~~One to four~~ (1 to 4) years of consecutive service: not eligible for sabbatical leave.
 - ~~Five~~ (5) years of consecutive service: eligible for ~~a one~~ (1)- term ~~of~~ sabbatical leave in the ~~sixth~~ (6th) year or thereafter.
 - ~~Six~~ (6) years of consecutive service: eligible for up to ~~two~~ (2) terms ~~of~~ sabbatical leave in the ~~seventh~~ (7th) year or thereafter.
 - ~~Seven~~ (7) years of consecutive service: eligible for ~~an academic year~~ up to three (3) terms ~~of~~ sabbatical leave in the ~~eighth~~ (8th) year or thereafter.
 - In certain circumstances, full-time faculty may request that the allocation of 15 LU for a one-term sabbatical be distributed across two (2) or three (3) terms in the same academic year.

Such requests and the reasons for them will be specified in the faculty member's sabbatical application. In such cases, the repayment period in 15.4(g) will begin only after the final term of sabbatical leave is completed.

- ~~• 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 leave(s) 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) Faculty on sabbatical leave will be compensated up to 100% of their annual salary. For sabbaticals shorter than three (3) terms, the member's salary will be divided by three (3) and multiplied by the number of terms of sabbatical leave.
- (g) 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)	• One (1) term, repay full amount • Two (2) terms, repay fifty percent (50%) of amount

- (h) 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 11-18**), no repayment will be required.
- (i) In each fiscal year of this Agreement, the College will provide adequate resources to the sabbatical account to fund ~~seven (7)~~ eight (8) 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.~~

- (j) Time spent on sabbatical will be considered equivalent ~~as to~~ full-time employment for the purposes of promotions, longevity, and salary increments.
- (k) 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~~ Normally, the total of the outside salary and/or other compensation and the College sabbatical funds ~~should not~~ exceed 125% ~~110%~~ of what the faculty member's regular salary would have been for the sabbatical period.

~~9.5.~~ 15.5 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:

~~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.~~

- (a) Enrolling tuition-free in a course shall be permitted only when the number of tuition-paying students justifies the continuation of the class.
- (b) The STUDENT pays whatever ~~course, laboratory, or program~~ fees ~~or other fees~~ which are paid by tuition-paying students in the course.