

Thursday, June 11, 2026

The College presents the following articles as a package proposal:

Article Number	Article Title
10	Salary compensation
11	Teaching Assignment, Compensation and Agreements
6	Tenure
7	Promotions
15	Fringe Benefits
9	Professional Improvement
5	Faculty Appointments
13	Intellectual Property

The rejection of any part of the offer constitutes a rejection of the whole.

~~ARTICLE 7-~~ ARTICLE 10 - SALARY COMPENSATION

~~7.1.~~ 10.1 Full-Time Faculty Salary Schedule Index ~~(See Addendum A)~~

The salary schedule below shall be the official salary schedule for all full-time faculty in the bargaining unit effective upon mutual ratification of this Agreement or July 1, 2026, whichever occurs later, and limited to the duration of this Agreement, except by mutual written consent of the parties. The schedule includes base annual salary and initial placement information for all current and newly hired faculty (see 10.1[f]).

PROBATIONARY FACULTY		
Step	Base Annual Salary	Placement for 2026-27 from old salary schedule
Step 1A	\$67,500 \$69,000	*Newly hired
Step 1B	\$68,985 \$71,070	*Newly hired
Step 1C	\$70,503 \$73,202	*Newly hired
Step 2A	\$68,850 \$70,380	Untenured, AP 1 - step 2, 3, 4, 5 (2nd year of service)
Step 2B	\$70,365 \$72,491	Untenured, AP 1 - step 6, 7, 8, 9 (2nd year of service)
Step 2C	\$71,913 \$74,666	Untenured, AP 2 - step 9 (2nd year of service)
Step 3A	\$70,227 \$71,778	Untenured, AP 1 at any – step 3, 4, 5, 6, 7, 8 (3 rd year of service)
Step 3B	\$71,772 \$73,941	Untenured, AP 2 1 - step 6, 7 9, 10 and AP 2 - step 6, 7, 8 (3 rd year of service)
Step 3C	\$73,351 \$76,159	Untenured, AP 2 - step 8, 9, 10 (3 rd year of service)
Step 4A	\$71,632 \$73,223	Untenured, AP 2 - step 6, 7 (4 th or 5 th year of service)
Step 4B	\$73,207 \$75,420	Untenured, AP 2 - step 8, 9 (4 th or 5 th year of service)
Step 4C	\$74,818 \$77,683	Untenured, AP 2 - step 10, 11 (4 th or 5 th year of service)
Step 5A	\$73,064	Untenured, AP 2 – step 6, 7 (5 th year of service)
Step 5B	\$74,672	Untenured, AP 2 – step 8, 9 (5 th year of service)
Step 5C	\$76,314	Untenured, AP 2 – step 10 (5 th year of service)
Step 5D	\$77,993	Untenured, AP 2 – step 11 (5 th year of service)
TENURED FACULTY		
Step	Base Annual Salary	Placement for 2026-27 from old salary schedule
Step 5	\$79,594	Tenured, AP 2 at any step and Assoc - step 9

Step 6	\$80,005 \$81,385	Tenured, AP 2 at any step and Assoc – step 9 10
Step 7	\$81,805 \$83,216	Tenured, Assoc - steps 10, 11
Step 8	\$83,646 \$85,088	Tenured, Assoc – steps 12, 13
Step 9	\$85,528 \$87,003	Tenured Assoc - step 14
Step 10	\$87,452 \$88,960	Tenured, Assoc - step 15 and Prof - step 13
Step 11	\$89,420 \$90,962	Tenured, Assoc - step 15 and Prof - step 14
Step 12	\$91,432 \$92,844	Tenured, Assoc - steps 17, 18 and Prof - step 15
Step 13	\$93,489 \$93,008	Tenured, Assoc - step 19 and Prof - step 16
Step 14	\$95,593 \$97,241	Tenured, Assoc - step 20 and Prof - step 17
Step 15	\$97,744 \$99,429	Tenured, Prof - steps 18, 19
Step 16	\$99,943 \$101,666	Tenured, Prof - step 20
Step 17	\$102,192 \$103,953	Tenured, Prof - step 21, 22
Step 18	\$104,491 \$106,292	Tenured, Prof - step 23 (<25 years of service)
*Step 18 + 5 years	\$105,536 \$108,418	Tenured Prof - step 23 (25-29 years of service) *See 10.1(d)i
*Step 18 + 10 years	\$110,587	Tenured Prof - step 23 (30+ years of service) *See 10.1(d)i

- (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 (2024-2025) 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%.~~

Schedule Adjustments: For the life of this Agreement, the following increases between steps will be maintained:

- i. Probationary faculty: two percent (2%)
 - ii. Tenured faculty: two and one quarter percent (2.25%)
- (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).~~

Annual Adjustment of Salary Schedules:

Effective July 1, 2027, all steps on the Full-Time Faculty Salary Schedule Index will be increased by 1%. Effective July 1, 2028, all steps on the Full-Time Faculty Salary Schedule Index will be increased by 1%.

- (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.~~

Step Advancements: Unless already in the highest step, 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.

- i. Probationary faculty will advance through steps 1-~~54~~ according to their placement level, A, B, or C (i.e. faculty placed at 1A will advance to 2A, 3A, and 4A, ~~and 5A~~ respectively during their probationary period.)
- ii. All faculty in Step ~~54~~ (A, B, and C) will advance to Step ~~65~~ upon receiving tenure.
- iii. In cases where a Probationary faculty member needs an additional year to develop professional competence and does not receive tenure in their ~~fifth (5th)~~ fourth(4th) year (see **Article 5.2[b]**), that member will remain in Step ~~54~~ (A, B, or C) but will receive any applied COLA.
- iv. In cases where a full-time temporary, probationary, or tenured faculty member is employed for non-consecutive contract years, they will advance to the next step when they are re-appointed.

- (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 FT temporary and adjunct faculty as described in Article 14.1(b).~~

Longevity Pay: Full-time faculty will receive a longevity raise of ~~one~~ two percent (~~42~~%) for every five (5) years at Step ~~18~~.

- i. In the first year of this Agreement, faculty at Step 23 on the previous salary schedule with 25-~~29~~ or 30+ years of service will receive longevity raises according to their placement on the new salary schedule in this Agreement. Calculation for additional years of longevity will begin again after their placement in 2026-27.
- ii. Faculty in Step ~~18~~ must continue to submit their required reports to be eligible for longevity pay (see **10.c**).

- (e) ~~Sufficient funds will be budgeted to allow promotions as approved by the College.~~
- (f) Full-time faculty members (both probationary tenure-track and temporary – see [Article 5.2](#)) newly contracted for work shall be placed ~~on the schedule in effect as determined by the College (normally the Vice President of Academic Affairs)~~ in Step 1A, 1B, or 1C according to the criteria used in the College's placement tool. The starting salary placement tool used by the VPAA shall be regularly available to faculty, department chairs, and 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. ~~Placements of new faculty will be reviewed with those faculty at their request.~~
- (g) ~~Other adjustments shall be allowed as approved by the Board.~~

~~7.2.~~ 10.2 Overloads Compensation 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~~

~~A faculty member who teaches more than forty-five (45) load units during their contract year shall be compensated for that extra load at sixty percent (60%) of their regular base salary rate through Step 10, up to fifty-three (53) load units, Overload between 45.1-48 LU shall be compensated at one-hundred and ten percent (110%) the regular base salary rate and overload between 48.1-53 LU shall be compensated at one-hundred and twenty percent (120%) the regular base salary rate, as shown in the table below:~~

Steps	2026-27 Rate per LU (45.1 - 53 LU)
1 A, B, C	\$930 \$948
2 A, B, C	\$949 \$967
3 A, B, C	\$968 \$986
4 A, B, C	\$987 \$1,006
5 A, B, C, D	\$1,007 \$1,061
6	\$1,067 \$1,085
7	\$1,091 \$1,110
8	\$1,115 \$1,135
9	\$1,140 \$1,160
10+	\$1,166 \$1,186

- (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.~~

Overload compensation for 2027-28 and 2028-29 will be adjusted as needed based on the Annual Adjustment of Salary Schedules (see **Article 10.1[b]**). The College reserves the right to limit the amount of overload for any faculty member.

- ~~(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.~~

10.3 Summer Session Pay

- (a) Payment for Summer term, or the off-contract term for faculty with an alternate contract year (see **Article XXX**), for full-time faculty shall be compensated at **sixty percent (60%)** the regular base salary rate through **Step 10**, as shown in the table below:

Steps	2026-27 Rate per LU
1 A, B, C, D	\$930 \$948
2 A, B, C, D	\$949 \$967
3 A, B, C, D	\$968 \$986
4 A, B, C, D	\$987 \$1,006
5 A, B, C, D	\$1,007 \$1,061
6	\$1,067 \$1,085
7	\$1,091 \$1,110
8	\$1,115 \$1,135
9	\$1,140 \$1,160
10+	\$1,166 \$1,186

- (b) Summer session pay for 2027-28 and 2028-29 will be adjusted as needed based on the Annual Adjustment of Salary Schedules (see **Article 10.1[b]**).
- (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.
- (d) During the Summer term, or the off-contract term for faculty with an alternate contract year (see **Article XXX**), full-time 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.

~~7.3.~~ 10.4 Adjunct Compensation Schedule ~~(See Addendum B)~~

The schedule below shall be the official compensation schedule for all Adjunct faculty in the bargaining unit effective upon mutual ratification of this Agreement or July 1, 2026, whichever occurs later, and limited to the duration of this Agreement, except by mutual written consent of the parties. The schedule includes the base compensation rate per Load Unit and initial placement information for all current and newly hired adjunct faculty (see 10.3[d]).

Step	Base Rate per Load Unit	Placement for 2026-27 from old salary schedule
1	\$835	*Newly hired
2	\$852	Step 1, *Newly hired
3	\$869	Steps 2, *Newly hired
4	\$886	Steps 3 & 4
5	\$904	Steps 5 & 6
6	\$922	Steps 7 & 8
7	\$940	Steps 9 & 10
8	\$959	Steps 11 & 12
9	\$978	Step 13
10	\$998	Step 14
11	\$1,018	Step 15
12	\$1,038	Step 16
13	\$1,059	Step 17
14	\$1,080	Step 18
15	\$1,102	Step 19
16	\$1,124	Step 20
17	\$1,146	Step 21
18	\$1,169	Step 22

- (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.~~

The Adjunct rate of pay is \$835 for Step 1 with a 2% step increase. Any COLA increases on the Full-Time Faculty Salary schedule will also be reflected in the Adjunct Salary Schedule (see Article 10.1[b]).

- (b) ~~Adjunct S~~ salary step increases occur at the beginning of ~~the academic-year~~ Fall term, if department evaluations are on file, and if the Instructional Deans approve such increases.
- (c) Longevity Pay: Adjunct faculty will receive a longevity raise of two percent (2%) for every five (5) years at Step 18.
- i. Faculty in Step 18 are eligible for longevity pay if department evaluations are on file, and if

the Instructional Deans approve of such increases (see 10.3[b]).

(d) Adjunct faculty members newly contracted for work shall be placed in Step 1, 2, or 3, according to the criteria used in the College's placement tool. The starting salary placement tool used by the VPAA shall be regularly available to faculty, department chairs, and FFEC, and any changes to the tool will be shared with chairs and the Faculty Forum president at chair work days in the fall. 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. Placements of new faculty will be reviewed with those faculty at their request.

- i. In cases where an Adjunct faculty member leaves the College, or leaves Adjunct status, and returns, they may be re-placed on the scale at the point they were when they left the bargaining unit.

10.5 Public Employees Retirement System (PERS) Contributions: 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.

~~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 Bend 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) 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) load unit. Lab Mode A (Physical Activity/HPPA): One (1) hour per week for a term equals is assigned six-tenths (0.6) load unit.
- (b) Nursing Health Careers 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 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 4-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 ~~3.75~~ 5 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	U added to base load for course
per 50 students	U 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

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. 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.

(b)

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.

- (c) 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.
- (d) 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
- (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. Load for such work will be shared with FFEC at the beginning and end of each academic year.

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.

~~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 for the purposes of supporting quality assurance and for College employees performing their job duties and responsibilities.
- 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 is contingent on review by trained eLearning staff.
- The College is not liable to compensate a faculty member if training performance is judged to be unsatisfactory.

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

- i. 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.
- ii. 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.
- iii. 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.

(e) Compensation for ~~Distance Education Online~~ Course Development:

- i. Definition: Online 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.

ii. Compensation for online course development: Faculty will receive a one-time stipend of \$300 per weekly contact hour for developing a 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

i. 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.**

- ii. **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.**

~~(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. N~~ **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.

~~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) 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 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.

~~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- TENURE

9.1. Tenure

~~Central Oregon Community College has granted tenure throughout its history as a means of demonstrating long-term commitments to its faculty and ensuring the protection of academic freedom. The College believes conferring tenure enhances the learning experiences of COCC students, provides stability for faculty and the larger community, and reinforces COCC's mission and values.~~
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 that such changes:

- (a) Shall not affect the provisions of **5.2(c)** ~~above~~, during the term of this Agreement;
- (b) Shall not affect the provisions of **Article 17** during the term of this Agreement;
- (c) Shall become effective after prior ~~consultation with written notice and approval by~~ the Forum in association with Faculty Senate or through any other mutually agreed upon process.

9.2. Awarding of Tenure

- ~~(a) Tenure is awarded to those full-time tenure track faculty members who have, during their probationary years, demonstrated the promise of overall excellence in their primary assignment activities and commitment to the College and the community expected of COCC professional staff.~~
- (a) In the first year of this Agreement, any faculty member with at least ~~three (3)~~ four (4) years of probationary employment is eligible for tenure review, following the existing awarding procedure established in G-34-3.2 in the General Policies and Procedures Manual (GPM) (see also **Article 5.3**).
- (b) Upon ratification of this Agreement, all tenure-track faculty members with fewer than ~~three (3)~~ four (4) years of probationary employment will be placed in the tenure review process according to their consecutive years in that status.
- (c) Upon ratification of this Agreement, the College may conduct an evaluation and consider the years of service of a temporary full-time faculty member who has been hired into a full-time tenure track position towards acquiring tenure (see **Article 5.2 [a]ii**) and place them appropriately in the tenure review process.
- (d) Tenure is awarded at the discretion of ~~by~~ the Board of Directors upon recommendation by the President. ~~The timeline for consideration for tenure is provided in the Collective Bargaining Agreement Between the Central Oregon Community College Board of Directors and the Central Oregon Community College Faculty Forum.~~

9.3. Exceptions

- (a) Completion of ~~three (3)~~ four (4) probationary years while maintaining a complete file does not

automatically result in the awarding of tenure.

- (b) Employment while on a Notice of Appointment, or contract other than a regular probationary contract, does not accrue time toward tenure unless specified in writing (see [Article 5.2\[a\]](#) for instance). Copies of all such written agreements shall be given to both the faculty member and FFEC.

ARTICLE 10 - ARTICLE 7 - PROMOTIONS

10.1. 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.~~

10.2. 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.~~

7.1 Promotions

Central Oregon Community College's system of academic rank exists to recognize the quality of a Full-time Tenure Track faculty member's contribution to the College and is meant to foster and reward excellence. Promotions are not tied to the Full Time Faculty Salary Schedule (see **Article 10 and Addendum A.**)

7.2 Ranks and Duration

- (a) Assistant Professor: all Full-Time Tenure-Track faculty are hired at the rank of Assistant Professor and hold this rank through their probationary period, typically ~~three (3)~~ four (4) academic years (see **Article 5**).
 - i. Upon ratification of this Agreement, any probationary faculty member at the previous rank of Assistant Professor II may keep this title until they are awarded tenure and promoted to Associate Professor.
- (b) Associate Professor: faculty are automatically promoted to Associate Professor when they are awarded tenure, typically at the beginning of their ~~fourth (4th)~~ fifth (5th) academic year (see **Articles 5 and 6**).
 - i. Upon ratification of this Agreement, any tenured faculty member at the previous rank of Assistant Professor II will automatically be promoted to the rank of Associate Professor.
- (c) Professor: faculty are first eligible to apply for the rank of Professor after a minimum of ~~one (1)~~ five (5) academic years at the rank of Associate Professor but may put themselves up for this final promotion at any time thereafter.

7.3 Awarding of Promotion to Full Professor

Recommendations for promotion to Full Professor are made to the President by the Promotions Committee by the end of Winter term each academic year. Promotion to Full Professor is then awarded by the Board of Directors upon recommendation by the President by the end of Spring term each academic year. Faculty members awarded this promotion may begin using the title of Professor at the beginning of the academic year following their promotion. Promotion to Professor comes with a one-time merit bonus of \$1500, to be paid by the end of the academic year in which their promotion is approved by the Board of Directors.

~~ARTICLE 11~~ - ARTICLE 15 - FRINGE BENEFITS

~~11.1~~ 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 ~~9-4~~ 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.

- (e) 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.
- (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, ~~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.

~~14.2.~~ 15.2 Insurance

- (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 ~~faculty~~ 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~~ 15.2 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, prescription, dental and vision only) (medical and optional dental) at 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.
 - 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.
- (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 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.

~~14.3~~ 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.

~~11.4.~~ 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)	<ul style="list-style-type: none">• 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 44 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) 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.

~~14.5.~~ 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.

~~ARTICLE 12-~~ ARTICLE 9 - PROFESSIONAL IMPROVEMENT AND DEVELOPMENT

The College recognizes the desirability of a broad professional improvement program that benefits the College and the faculty. To support that goal, the College funds and supports multiple opportunities for professional improvement and development.

~~12.1-~~ 9.1 Professional Improvement

- (a) Professional improvement is a responsibility of probationary and tenured faculty. Each probationary and tenured faculty member, excluding ~~senior-cell~~ faculty who have completed three (3) cycles, 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.

Full-time probationary and tenured faculty can access up to \$2,400 during each four-year cycle.

Faculty members who have exhausted their individual funds may apply for excess PIP funds, if such funds are available, up to a maximum of ~~\$2,000~~ \$3,000 per faculty member per cycle.

~~Senior-cell faculty~~ Faculty who have completed three PIP cycles and who choose to complete an activity-focused PIP according to the same procedures required for FT 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 third 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)~~ Adjunct faculty who have served in that role for at least one academic year and full-time temporary faculty 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.

~~12.2.9.32~~ 9.32 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.

~~\$600~~ \$500 per year, per full-time temporary faculty member.

\$250 per year, per full-time temporary and adjunct ~~faculty member-~~

~~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.~~ Funding requests must be submitted using the forms posted on the PIRT website. A probationary ~~and or~~ tenured faculty member's professional improvement obligation must be carried out whether or not funding from the College is provided.

9.3 Restrictions: 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 125% of the faculty member's pro-rated regular salary for the period.

~~ARTICLE 13-~~ ARTICLE 5 - 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.

~~13.1-~~ 5.1 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~~ Fall term at least 24.5 ~~(max of 37.9)~~ and no more than 37.9 load units for that ~~academic~~ contract year shall be recognized as members of the bargaining unit and given a yearly, or – as described in ~~6-1 5.1(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, ~~but written notice of non-renewal must be provided to adjunct faculty by May 15 to allow them time to seek other employment, if necessary. 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 members 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 16**, adjunct faculty shall have no property interest in their employment with the College.
- (d) If an adjunct instructor has taught in the same position ~~and/or in a full-time temporary position~~ for at least ~~five (5)~~ four (4) 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 for Academic Affairs for consideration. ~~To streamline the application request process, the VPAA's office will send the request form to all and a list of all potential newly eligible adjunct instructors and to their department chairs by October 15.~~
- (e) ~~Current adjunct instructors shall have the right to be interviewed for any full-time temporary or full-time tenure track position for which they apply and meet the minimum qualifications.~~

~~13.2-~~ 5.2 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~~ contract year. This category

also includes librarians and department chairs whose services are provided on a full-time basis over the full ~~academic contract~~ 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~~ ~~three~~ (3) years; however, in unusual circumstances the Vice President of Academic Affairs (VPAA), in consultation with ~~Forum President~~ FFEC, may extend the position beyond ~~four~~ ~~three~~ years. ~~Written notice of non-renewal is not required for a temporary faculty member shall be provided by June 30~~ May 15, if necessary.
 - ii. During this appointment, temporary faculty members are expected to ~~participate in departmental work and advising, in addition to engage in~~ the primary assignment ~~duties of the position (see Article 11.2)~~. 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 ~~or Forum~~ process. ~~[return added]~~
 - iii. If a faculty member who ~~held~~ holds 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~~ tenure. ~~Such agreements shall be articulated in writing with copies provided to the faculty member (see Article 6.3[b]).~~
 - iv. ~~Current full-time temporary instructors shall have the right to be interviewed for any full-time temporary or full-time tenure track position for which they apply and meet the minimum qualifications.~~
- (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) three (3) four (4)~~ consecutive years in duration, with the understanding that each annual appointment is subject to renewal by the College. ~~This renewal shall be automatic unless written notice of non-renewal is provided to the faculty member by May 15.~~ Furthermore, 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) three (3) four (4)~~ academic years, the

faculty member's probationary period may then be extended to include a ~~sixth (6th)~~ ~~fourth (4th)~~ fifth (5th) 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.

- i. Faculty appointed to probationary (tenure-track) positions must have gone through a comprehensive search.
- (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 16 and 17 ~~10 and 11~~, are dismissible only for adequate cause or reduction in force.

~~13.3.~~ 5.3 Temporary Assignments

Upon mutual agreement, a member of the bargaining unit may take a temporary assignment outside of the unit (see Article 1.2). During this period the member shall continue to accrue seniority, though will not accrue step increases or years towards tenure ~~or promotion~~. Such assignments may include, but are not limited to, interim administrative posts (i.e. interim Instructional Dean) or other positions excluded from the bargaining unit (see Article 1.3). A faculty member accepting appointment as an administrative employee will be placed on probation per the COCC Administrator and Confidential handbook and will retain the right to return to faculty status for a time period negotiated between the College and the employee, not to exceed three years. The faculty member, per their request, shall be returned to full-time faculty status upon resignation from the administrative appointment if the resignation is provided during the negotiated period of the appointment. If the faculty member remains in an administrative position beyond the negotiated period, they will be placed on a regular administrative appointment and will lose the right to return to faculty status.

~~13.4.~~ 5.4 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:~~

- ~~(d) Shall not affect the provisions of 6.2 5.2 (c), above, during the term of this Agreement;~~
- ~~(e) Shall not affect the provisions of Article 17 10 during the term of this Agreement; and~~
- ~~(f) Shall become effective after prior consultation with written notice and approval by the Forum in association with Faculty Senate or through any other mutually agreed upon process.~~

~~ARTICLE 14-~~ ARTICLE 16 13 - INTELLECTUAL PROPERTY RIGHTS

~~13.1~~ 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~~ 13.2 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).

13.3 Ownership Categories

~~14.1-~~ 13.3.1 Faculty Ownership of Independent Work

Faculty members own the full rights to intellectual property created solely by their individual effort, on their own time, and using only minimal College resources. Minimal College resources include ordinary use of College-issued computers, office space, library resources, and similar resources routinely available to faculty. These independent works include:

- (a) Scholarly works such as journal articles, textbooks, book chapters, and reviews
- (b) Creative works such as artwork (paintings, sculptures, musical compositions)
- (c) Computer software developed independently
- (d) Teaching materials created as part of regular course preparation without specific direction or additional compensation from the College, including syllabi, assignments, tests, handouts, assessments, and media for Learning Management Systems (LMS)

Marketing, licensing, and any profit from sale or distribution of this copyrighted or patented material shall vest solely and completely in the individual copyright or patent holder.

~~14.2-~~ 13.3.2 College Rights to Faculty-Owned Teaching Materials

Even when faculty members own teaching materials as described in 13.3.1(d), the College retains the following limited utilization rights:

- (a) Administrative and Accreditation Use: The College may use these materials for internal administrative, non-instructional purposes, including satisfying requests from accreditation agencies.
- (b) Instructional Continuity: The College may provide course syllabi to successor faculty members to ensure consistency and continuity in a specific course.
- (c) Collegial Sharing: When a faculty member shares teaching materials with other faculty members for the purposes of teaching a course at the College, these materials may be adapted or used for instruction by these faculty members freely and without

compensation to the original author. When a faculty member uses materials created by another faculty member, attribution should be given to the original author.

- (d) Accessibility Compliance: Faculty shall ensure that students with disabilities have equal access to instructional materials and course activities in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.
- (e) Student Accessibility Services (SAS) staff and other authorized College personnel have the right to access, assess, and modify faculty-owned teaching materials to ensure compliance with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, and other applicable accessibility laws and regulations. This includes but is not limited to:
 - Accessing course materials in the learning management system and other platforms to assess accessibility
 - Reviewing syllabi, assignments, tests, presentations, videos, documents, and other instructional materials
 - Creating accessible versions of materials (adding captions, alternative text, transcripts, reformatting documents, etc.) for students with documented disabilities that require accommodations
 - Modifying materials to meet Web Content Accessibility Guidelines (WCAG) standards or other obligations that require the College to meet an accessibility standard
- (f) Faculty members retain ownership of instructional materials while the College fulfills its legal obligation to ensure accessibility. SAS modifications are limited to the minimum necessary to provide effective access and do not transfer ownership rights.

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~~

~~13.4 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.~~

~~14.3.~~ 13.3.3 College Ownership of Work for Hire

Materials or intellectual property produced at College expense or specifically commissioned as work for hire vest in the College. This includes:

- (a) Works created when a faculty member is specifically directed by the College to produce them as part of a special assignment
- (b) Works created with additional compensation specifically for producing the materials
- (c) Works commissioned through a written agreement that designates them as work for hire

The College shall provide written notice to the faculty member when work is being commissioned as work for hire prior to the commencement of the work.

- (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 13.4 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.~~

13.4 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 16.3-13.3 is repaid. Thereafter 100% of the revenue is distributed to the faculty member or members and no further reporting is required.~~
- (b) ~~If 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 11-18, 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.~~

~~14.4.~~ 13.3.4 Joint Ownership: Materials Developed with Significant College Support

When the College provides significant support in the development of intellectual property beyond the faculty member's normal salary and minimal College resources, the materials shall be subject to joint ownership between the faculty member and the College as defined in Section 13.4.

- (a) Definition of Significant Support: Significant support includes, but is not limited to:

- Sabbatical leave specifically for materials development
- Professional improvement funds or development grants
- Assigned load or release time for materials development
- College or COCC Foundation funds or in-kind support provided as match for an external grant
- Internal grants
- Assignment of a design team, instructional designers, or technical staff to assist in materials development
- Substantial use of College facilities, equipment, or support services beyond what is routinely available
- Requests to develop or overhaul distance education courses or programs for which the College provides development support

- (b) Prior Written Agreement Required: Before work commences on materials involving significant College support, a written agreement shall be developed stating:

- The share of ownership belonging to each party
- The right to market, license, transfer, modify, and collect revenues on the materials
- Revenue distribution arrangements as specified in Section 13.4
- Any other relevant terms

- (c) Default Ownership Provision: If materials are produced with significant College support and no prior written agreement was executed, ownership shall be presumed to be jointly held by the faculty member and the College on a 50/50 basis, subject to the provisions of Section 13.4.

~~14.5.~~ 13.3.5 Platform and Content Distinction

The College maintains all rights to its online teaching and learning environment, including the learning management system, courseware architecture, design templates, and institutional artwork. This ownership does not include course content, instructional elements, text, media, or other materials provided by faculty for instruction, which remain subject to the ownership provisions in Sections 13.3.1 through 13.3.4.

~~14.6.~~ 13.3.6 Open Educational Resources (OER)

If a course employs Open Educational Resources and open-source software, the College and faculty agree to open licensing in perpetuity. See Section 13.5 for additional OER provisions.

~~14.7.~~ 13.4 Joint Ownership Provisions

~~14.8.~~ 13.4.1 Rights and Responsibilities During Employment

For materials subject to joint ownership under Section 13.3.4, the following provisions apply:

- (a) Revenue Sharing: The College shall receive one-half the revenue generated by the intellectual materials until the College's investment of support as identified in Section 13.3.4 is repaid. Thereafter, 100% of the revenue is distributed to the faculty member or members and no further reporting is required.
- (b) Annual Reporting: Faculty members are required to report annually any revenues received to the Vice President of Academic Affairs.
- (c) Institutional Attribution: The College has 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.
- (d) Use of Portions: The College has the right to borrow portions of the work for use in compilations or other composite works.
- (e) Mutual Agreement for Use: While the faculty member is employed at the College, any commercial use or distribution of jointly-owned materials outside the College shall require the express agreement of both joint owners (the faculty member and the College).
- (f) Faculty Rights Without Permission: 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.
- (g) Internal College Use: The College may use and modify jointly-owned materials for internal educational purposes without paying royalties to the faculty member, including

transmitting, distributing, performing, reproducing, or displaying the materials for its students and employees.

- (h) Attribution Rights: The faculty member retains the right to be identified as the author of the work, which shall display the original author's name.
- (i) Third-Party Collaboration Notice: For any 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.
- (j) Right of First Refusal: 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.
- (k) Third-Party Assignment: 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.

13.4.2 Rights Upon Faculty Departure

- (a) Faculty Rights: Should a faculty member leave employment at the College, the faculty member retains the right to use the jointly-owned materials at subsequent places of employment, including for commercial purposes, without paying royalties to the College.
- (b) College License: Upon a faculty member's departure, the College retains a royalty-free, nonexclusive license to use the jointly-owned 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
 - Making the materials available for Central Oregon Community College faculty, staff, and students to use in teaching, scholarship, and research
 - Modifying the materials for internal educational purposes
- (c) Exception for Reduction in Force: If the faculty member leaves the College in a non-voluntary reduction in force (RIF) as defined in Article 11, the College license specified in paragraph (b) shall not apply, and all rights to the materials revert fully to the faculty member.
- (d) Work for Hire Exception: Materials designated as work for hire under Section 13.3.3 remain the property of the College upon faculty departure.

~~16.3-13.5 Joint Ownership of Open Licensed Materials~~

- ~~(h) Definition of Open Educational Resources (OER): copyrighted educational resources openly available for use without an obligation to pay royalties or license fees.~~
- ~~(i) Where educational materials are produced under joint ownership as defined in Article 16.3-13.3 and 16.4-13.4, 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.~~

~~14.9.~~ 13.5 Open Educational Resources (OER)

~~14.10.~~ 13.5.1 Definition

Open Educational Resources (OER) are copyrighted educational resources openly available for use without an obligation to pay royalties or license fees.

~~14.11.~~ 13.5.2 Agreement on Open Licensing

Where educational materials are produced under joint ownership as defined in Sections 13.3.4 and 13.4, the faculty and College must reach agreement at the beginning of the project regarding:

- (a) Whether such materials will be openly licensed as OER
- (b) If yes, the type of open licensing (e.g., Creative Commons License) such educational materials will carry

13.5.3 Assignment of OERs

The decision to use an OER remains with the instructor of record unless the course in question has multiple sections taught by several faculty members, in which case the OER should be assigned across sections.

~~14.12.~~ 13.5.5 External Grant Obligations

Faculty receiving external grants for the development of OER are obligated to abide by the licensing terms of the grantor. Such terms shall be disclosed to the College prior to acceptance of the grant.

~~14.13.~~ 13.6 College Disclaimers

The College is not responsible for opinions expressed in **materials that are solely owned by faculty** ~~faculty-created works~~ or for damages resulting from their creation or exploitation.