

**SOUTHWESTERN OREGON COMMUNITY
COLLEGE AGREEMENT**



**BOARD OF EDUCATION OF SOUTHWESTERN
OREGON COMMUNITY COLLEGE DISTRICT**

and the

**SOUTHWESTERN OREGON COMMUNITY
COLLEGE FEDERATION OF TEACHERS**

July 1, 2024 through June 30, 2028

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**SOUTHWESTERN OREGON
COMMUNITY COLLEGE AGREEMENT
By and Between
the
BOARD OF EDUCATION OF
SOUTHWESTERN OREGON COMMUNITY
COLLEGE DISTRICT
and
the
SOUTHWESTERN OREGON
COMMUNITY COLLEGE FEDERATION
OF TEACHERS**

14 This Agreement is by and between the Board of Education of Southwestern Oregon Community
15 College District, hereinafter called the "Employer," and the Southwestern Oregon Community
16 College Federation of Teachers, hereinafter called the "Federation." The term "Employer" used
17 hereinafter shall mean the Board of Education or its lawful delegated representatives.
18

19
20

ARTICLE 1 – RECOGNITION

- 21 1.1 The Employer recognizes the Federation as the exclusive bargaining representative only
22 for college faculty, with tenured, tenure track, visiting and lecturer appointments and who
23 work more than fifty percent (50%) on ten (10)-month, eleven (11)-month, or twelve (12)-
24 month annual appointments. Employees excluded from this Agreement shall include, but
25 are not limited to managers, confidential, supervisory, administrative employees,
26 (including non-instructional specialists), classified employees, and all other employees.
27
- 28 1.2 Disputes regarding the appropriateness of the unit shall be handled consistent with
29 applicable state statute and Employment Relations Board rules.
30

31
32

ARTICLE 2 – DEFINITIONS AND TYPES OF APPOINTMENTS

- 33 2.1 Appointment Year: Normally, faculty members shall be appointed on the academic year
34 (fall, winter and spring) basis. See Article 9.2 for non-academic year appointments. Under
35 certain circumstances, such as grants, contracts, or enterprise fund programs, faculty may
36 also be appointed on a grant's fiscal year, the College's fiscal year, or other basis for
37 purposes of annual appointments.
38
- 39 2.2 Fiscal Year: The College's fiscal year shall run consecutively from July 1 through June
40 30. Grant, contract, and enterprise program fiscal years may differ from the College's
41 fiscal year.
42
- 43 2.3 Partial Year Appointments: Normally, faculty shall not be hired for less than one full
44 appointment year. In certain circumstances, such as leave replacement, appointments for
45 less than one year may be made. Appointments of less than one year shall not count toward
46 years of service for the purpose of tenure, evaluation-related increases or sabbatical

1 eligibility, nor shall a partial year lecturer appointment count toward the four-year
2 eligibility limitation for lecturer appointments set forth in 2.10A.

3
4 2.4 Faculty or Faculty member: The word faculty or faculty member as used in this Agreement
5 shall mean an individual covered by this Agreement as set forth in 1.1.

6
7 2.5 Academic Year: The academic year shall consist of four academic terms beginning with
8 the summer term and ending with the spring term and follow the instructional calendar of
9 the College.

10
11 2.6 Types of Appointments: Faculty members shall be given one of four types of annual
12 appointments: (1) tenure track, (2) tenured, (3) visiting or (4) lecturer.

13
14 2.7 Tenure Track Appointments: A tenure track appointment shall be given in all cases other
15 than those in which a visiting or lecturer appointment is deemed appropriate. A tenure
16 track appointment is probationary until tenure is granted in accordance with the terms of
17 this Agreement, Article 15, Probationary Period and Tenure.

18
19 A. It is agreed that full-time faculty positions will normally be tenure track positions.
20 It is further agreed that circumstances may exist that make a visiting or lecturer
21 appointment a more appropriate choice. These circumstances will be limited to
22 such cases where a program is temporary or experimental in nature; the position is
23 for two years or less, is advertised as such, and will not be renewed as an on-going
24 position; because unforeseeable time constraints made a national, or regional if
25 appropriate, search impossible or impractical and the hire is deemed an emergency
26 hire.

27
28 B. Visiting and lecturer full-time faculty positions combined shall not normally exceed
29 twenty percent (20%) of all types of full-time faculty appointments, except in cases
30 such as explained in 2.7A.

31
32 2.8 Tenured Appointments: A tenure track faculty member who has successfully completed
33 his or her probationary period and has been granted tenure by the Board of Education shall
34 receive a tenured appointment.

35
36 2.9 Visiting Appointments:

37
38 A. A visiting appointment may be given in the following cases:

- 39
40 1. To fill a temporary vacancy in a tenured or tenure track position for one
41 academic or fiscal year.
42
43 2. To fill a position in a temporary program for two years or less.
44
45 3. To fill a position that is grant, enterprise or contract-funded. During an
46 appointment year, a faculty member in a grant, enterprise or contract-funded

1 visiting position shall not be assigned to a position that will replace a faculty
2 member with a regular (tenure track or tenured) appointment, temporary
3 vacancy visiting appointment, or temporary program visiting appointment,
4 nor shall the faculty member be assigned to a position for which they are
5 not qualified in accordance with Article 10.
6

7 4. A visiting position shall be advertised in a national search. The search will
8 indicate that the position may move to tenure track depending on funding.
9

10 B. Privileges of a Visiting Appointment: A faculty member with a visiting
11 appointment will be entitled to all privileges available to a faculty member on a
12 regular (tenure track or tenured) appointment with the exception of those provisions
13 regarding tenure in Article 15, Probationary Period and Tenure or any other
14 provision in the Agreement that specifically addresses visiting appointments.
15

16 C. Years of Service for Visiting Appointments: If a faculty member with a visiting
17 appointment is given a regular (tenure track or tenured) appointment, and the
18 faculty member has been evaluated each year in accordance with Article 16,
19 Evaluation, and the assignment is similar, all consecutive years of service with a
20 visiting appointment shall be retroactively counted towards tenure, sabbatical
21 leave, or any other term or condition of employment with a longevity requirement.
22

23 2.10 Lecturer Appointment: A faculty member who receives a lecturer Appointment is
24 considered to have a non-permanent appointment and shall be placed on the salary schedule
25 in accordance with Article 10, Appendix A or B and paid eighty percent (80%) of a regular
26 appointment salary.
27

28 A. Lecturer faculty positions shall not normally be used in new programs or for the
29 replacement of tenured or tenure-track positions in programs that do not have other
30 tenured or tenure-track faculty in them. Lecturer appointments may be used to fill
31 vacancies in positions where no other tenured or tenure-track faculty exist in cases
32 where it is not prudent or practical to fill the vacancy via a national search due to
33 time constraints or due to other unforeseen circumstances.
34

35 B. Privileges and Limitations of a Lecturer Appointment: Faculty on Lecturer
36 appointments shall not be granted tenure. A lecturer faculty member will receive
37 an annual appointment for up to one-year, for three or four consecutive academic
38 terms. Lecturer faculty are limited to four (4) years of lecturer faculty employment.
39

40 C. Years of Service for Lecturer Appointments: In the event a probationary tenure
41 track faculty member has held at least two (2) years of lecturer faculty appointments
42 prior to receiving a tenure track appointment, the employer may apply up to a
43 maximum of fifty percent (50%) of the lecturer years of service toward tenure, but
44 shall apply at least one year of service toward tenure when three or more
45 consecutive lecturer years have been served and evaluations have been conducted
46 in accordance with Article 16 of this Agreement. The decision to apply lecturer

1 years of service toward tenure shall not be subject to the grievance procedure unless
2 the grievance relates to only an arbitrary or discriminatory application of lecturer
3 years of service toward tenure.
4

5 2.11 Moving from a Visiting Appointment to Tenure Track Appointment:
6

- 7 A. Visiting positions created under the exceptions to 2.7 that are not grant, contract, or
8 enterprise-funded shall be eliminated after a maximum of two years' time or shall
9 become tenure track positions for any successive years. In such cases that the
10 College chooses to move the visiting position, or creates a new tenure track position
11 within the same academic department, the incumbent will move into the new tenure
12 track position, with the years of visiting appointment credited toward tenure.
13
- 14 B. Lecturer faculty appointments are not eligible to move to tenure positions.
15 However, qualified incumbents filling lecturer faculty positions are eligible to
16 apply and compete for an interview. This Section shall in no way be construed as
17 a promise of continued employment for the lecturer incumbent.
18

19 2.12 Accredited Institution: For the purposes of this Agreement, accredited institution shall
20 mean an institution accredited by a federally-recognized accreditor or an institution
21 approved by the State of Oregon Office of Degree Authorization. For Oregon Coast
22 Culinary Institute, accredited institutions shall include industry-recognized certification-
23 granting institutions or organizations for Culinary Arts certification.
24

25 2.13 Employer: For the purposes of this Agreement, Employer shall mean the College Board
26 of Education or its administrative designee. Where specifically referenced as providing
27 information to or from the Employer, Employer shall mean the Vice President of
28 Instruction and Student Services, Vice President of Administrative Services, or Chief
29 Human Resources Officer, as appropriate.
30

31 **ARTICLE 3 – NON-DISCRIMINATION**
32

33 3.1 Non-Discrimination: In accordance with Oregon law, the Employer and the Federation
34 agree not to discriminate against faculty members or applicants for faculty positions
35 because of their membership or non-membership in the Federation or because of other
36 rights granted to employees under the Public Employees Collective Bargaining Act.
37

38 3.2 Faculty Rights: The Employer and the Federation agree to comply with state and federal
39 laws regarding discrimination on the basis of race, color, gender, age, disability, gender
40 identity, veteran's status, national origin, sex, sexual orientation, political activities,
41 religion, marital status or other protected status in accordance with applicable law.
42
43
44
45
46

1 also have the right to use College materials and supplies incidental to such use of equipment at
2 cost.

3
4 4.9 Federation Communications: The Federation shall have the right to use faculty bulletin
5 boards for posting notices of its activities and shall have the use of other channels of
6 communication on campus, including but not limited to the College newsletter and faculty
7 mailboxes, and/or electronic mail and web publishing for communications with faculty
8 members. All mass distributions shall clearly indicate the Federation as the distributor of
9 the material and comply with the Employer's communication polices, including any
10 revisions to these policies, provided these policies do not violate the specific terms of this
11 Agreement.

12
13 4.10 College Systems and Equipment: All Employer electronic and telephonic communications
14 systems or other business equipment are the property of the Employer, and are to be used solely
15 for job-related purposes, except as otherwise expressly set forth in this Agreement. The use of
16 these systems or business equipment shall be consistent with the Employer's business
17 interests.

18
19 The Employer reserves the right to monitor, retrieve, and/or take possession of such
20 systems or equipment, including but not limited to internet usage history and printing,
21 reading, listening to and/or viewing all resident data on college equipment, in accordance
22 with the Employer's communications policies, including any revisions to these policies.
23 Use of the Employer's electronic and telephonic communications systems or other business
24 equipment is *not confidential*. Employees should have *no expectation of privacy* with
25 regard to use of the systems.

26
27 4.11 Board of Education/District Budget Committee Meetings: The Federation shall be entitled
28 to an ex-officio position at all Board of Education meetings and District Budget Committee
29 meetings, and shall be allowed to enter any items on any agenda and shall be allowed to
30 speak on any question on any agenda in accordance with Board policy.

31
32 4.12 Copy of Agreement: The Employer shall furnish to each member of the bargaining unit
33 now employed or hereinafter employed a copy of this Agreement. Such printing shall be
34 done on the College campus.

35
36 4.13 Information Furnished to Federation: The Federation shall be furnished agendas, minutes
37 and study materials at the same time and in the same form as those furnished the Board of
38 Education except for that information which, in its current stage of discussion, must be
39 considered confidential to prevent public embarrassment to an individual, individuals or
40 the College, or in accordance with Oregon State law. The College President's letter of
41 transmittal shall not be included in the material furnished to the Federation.

42
43 4.14 Public Information: Public information of the College shall be made available to the
44 Federation upon request. Such requests shall be made sufficiently in advance to allow for
45 their assembly and will not involve unreasonable costs or staff time.

1 4.15 List of Bargaining Unit Members: The Employer, upon request, shall furnish the
2 Federation with an up-to-date listing of the names and addresses of all members of the unit.
3

4 4.16 Federation Business during Work Time: The faculty shall not conduct Federation business
5 on the Employer's work time except as expressly set forth below:
6

7 A. Federation/Employer meetings as set forth in 6.2 shall be scheduled at times mutually
8 agreed upon by the Federation and the Employer. Time spent by the grievant, a
9 representative designated by the Federation, and/or members of committees
10 designated by the Employer to attend such meetings shall result in no loss of pay if
11 the meetings occur during normal business hours, and shall require no additional
12 compensation directly from the Employer if beyond normal business hours.
13

14 B. Collective bargaining between the Employer and the Federation Negotiations
15 Committee shall be scheduled at times mutually agreed upon by the Federation and
16 the Employer during normal business hours, provided that it does not unnecessarily
17 interfere with classroom instruction or other professional duties. Bargaining during
18 agreed upon times by Federation Negotiating Committee members shall not result
19 in a loss of pay, nor shall the Federation Negotiating Committee members receive any
20 additional compensation directly from the Employer if the meetings are conducted
21 outside of normal business hours.
22

23 **ARTICLE 5 – ACADEMIC FREEDOM**

24
25 5.1 In General: Employer and Federation subscribe to the following statements on academic
26 freedom of the American Association of University Professors and the American Library
27 Association.
28

29 5.2 Academic Freedom: The purpose of this statement is to promote public understanding and
30 support of academic freedom and agreement upon procedures to assure them in colleges
31 and universities. Institutions of higher education are conducted for the common good and
32 not to further the interest of either the individual teacher or the institution as a whole. The
33 common good depends upon the free search for truth and its free exposition. Academic
34 freedom is essential to these purposes and applies to both teaching and research. Freedom
35 in research is fundamental to the advancement of truth. Academic freedom in its teaching
36 aspect is fundamental for the protection of the rights of the teacher in teaching and of the
37 student in freedom in learning. It carries with it duties correlative with rights.
38

39 A. The instructor is entitled to full freedom in research and in the publication of the
40 results, subject to the adequate performance of their other academic duties, but
41 research for pecuniary return should be based upon an understanding with the
42 authorities of the institution.
43

44 B. The instructor is entitled to freedom in the classroom in discussing the subject, but
45 they should be careful not to introduce into their teaching controversial matter
46 which has no relation to their subject.

1
2 C. The college or university teacher is a citizen, a member of a learned profession and
3 an officer of an educational institution. When they speak or write as a citizen, they
4 should be free from institutional censorship or discipline, but their special position
5 in the community imposes special obligations. As a person of learning and an
6 educational officer, they should remember that the public may judge their
7 profession and their institution by their utterances. Hence, they should at all times
8 attempt to be accurate, should exercise appropriate restraint, should show respect
9 for the opinions of others and should make every effort to indicate that they are not
10 an institutional spokesman.

11
12 5.3 Council of the American Library Association Policies: The Council of the American
13 Library Association reaffirms its belief in the following basic policies which should govern
14 the services of all libraries:

15
16 A. As a responsibility of library service, books and other library materials selected
17 should be chosen for values of interest, information and enlightenment of all the
18 people of the community. In no case should library materials be excluded because
19 of the race or nationality or the social, political or religious views of the authors.
20

21 B. Libraries should provide books and other materials presenting all points of view
22 concerning the problems and issues of our times; no library materials should be
23 proscribed or removed from libraries because of partisan or doctrinal disapproval.
24

25 C. Censorship should be challenged by libraries in the maintenance of their
26 responsibility to provide public information and enlightenment.
27

28 D. Libraries should cooperate with all persons and groups concerned with resisting
29 abridgement of free expression and free access to ideas.
30

31 E. The rights of an individual to the use of a library should not be denied or abridged
32 because of age, race, religion, national origin or social or political views.
33

34 **ARTICLE 6 – JOINT EMPLOYER/FEDERATION RELATIONS**
35

36 6.1 Individual Appointments: No individual appointment of employment shall be entered into
37 which is inconsistent with this Agreement. Reference to this Agreement will be
38 incorporated into any individual appointment agreement.
39

40 6.2 Federation/Employer Meetings: The Employer agrees that its representatives shall meet
41 with representatives of the Federation per Article 6.3, for the policies, procedures, and
42 proposed plans that impact faculty working environment and welfare. These meetings will
43 be scheduled once a month with any additional meetings determined by the committee.
44 The representatives of the employer shall provide an agenda; if the faculty federation has
45 discussion items, they will submit them 48 hours in advance. These Federation/Employer
46 meetings shall not be a process for the parties to re-negotiate the provisions of this

1 Agreement. These meetings shall not be used as part of the grievance process. Neither party
2 shall have any control over the selection of the representation of the other party. It is agreed
3 that neither party shall have more than four (4) representatives at such meetings. It is further
4 agreed that nothing in this Section shall be construed to obligate either party to modify,
5 limit, restrict, or reduce their rights or prerogatives as outlined elsewhere in this
6 Agreement. In the event that during Federation/Employer meetings an issue arises that
7 requires additional focus, such as insurance, a sub-committee can be formed to deal with
8 the specific issue.
9

- 10 6.3 The Faculty Federation Representatives include the members of the Executive Board of
11 the Faculty Federation or a team designated by the Faculty Federation Executive Board. A
12 minimum of two such members are required to be present in order for them to act as
13 Representatives of the Faculty Federation. When a meeting between the Federation and the
14 College Administration is needed, the Federation President is the initial contact who will
15 respond within 24 hours to arrange the meeting. If the Federation President is unavailable
16 for 24 hours, the Federation Vice President or designee is the next contact person.
17

18 **ARTICLE 7 - MANAGEMENT RIGHTS**

19

- 20 7.1 Management Rights: The Federation recognizes the right of the Employer to direct and
21 manage the affairs of the District. As the Employer in this Agreement, the Southwestern
22 Oregon Community College Board of Education and its agents retain all authority, rights,
23 functions and powers not specifically abridged, deleted or modified by this Agreement or
24 by statute.
25
- 26 7.2 Organization: Nothing in this Article shall alter the rights of either party outlined in Article
27 1 of this Agreement nor preclude the Board of Education from modifying the organization
28 structure if it determines such modification to be in the best interest of the institution.
29
- 30 7.3 Specific Management Rights: The Employer retains and reserves to itself all rights, powers,
31 authority, duties and responsibilities conferred upon or vested in it by law, including but not
32 limited to the right to:
- 33 A. Determine and revise the purpose, mission, objectives and policies and procedures
34 of the College.
35
 - 36 B. Determine the management and administrative organization of the College and the
37 selection of faculty members for administrative and supervisory positions.
38
 - 39 C. Determine the type and location of facilities and equipment, including the
40 establishment of new facilities and the closure or relocation of existing facilities.
41
 - 42 D. Manage the affairs of the College to maintain order and efficiency and to determine
43 the methods, means, procedures and personnel required to conduct College programs.
44
 - 45 E. Establish and revise the College calendar.
46

1 F. Administer the personnel system of the College, including but not limited to the
2 recruitment, screening, selection, appointment, evaluation, training, retention,
3 promotion, assignment, transfer, discipline, supervision, demotion and discharge of
4 faculty members.
5

6 G. Direct, supervise, schedule and assign the work force, including but not limited to
7 determining the place of work, the number of faculty members, the allocation and
8 assignment of work to faculty members, review of course materials and creating and
9 revising position descriptions. Clarification of course materials will be made in a
10 collaborative manner.
11

12 H. Establish standards and criteria for job performance.
13

14 I. Create, combine, modify or eliminate any faculty member's job.
15

16 7.4 Exercise of Rights: The exercise by the Employer of the powers, rights, authority, duties and
17 responsibilities in 7.3 and the adoption of policies, rules, procedures, regulations and practices
18 in furtherance thereof and the use of judgment and discretion in connection therewith shall be
19 limited only by the specific terms of this Agreement including all authority rights, functions
20 and powers not specifically abridged, deleted or modified by the Agreement, and applicable
21 law.
22

23 7.5 College Rules and Regulations: All faculty members shall comply with rules and regulations,
24 which are not inconsistent with this Agreement, which from time to time may be promulgated
25 or revised by the Employer.
26

27 7.6 College Policies: The Employer reserves the right to review its policies referenced in this
28 Collective Bargaining Agreement without negotiations with the Federation.
29

30 **ARTICLE 8 – COLLEGE GOVERNANCE**

31
32 8.1 It is agreed that the Constitution of Southwestern Oregon Community College General
33 Faculty and Faculty Senate, the Faculty Senate itself and its committees shall remain in
34 existence for the duration of this Agreement. The application of the Constitution and the
35 operation of the Faculty Senate and its committees shall all be consistent with the terms of
36 this Agreement and Oregon statute. It is agreed by the parties that the Senate and its
37 committees shall in no way interfere with or abridge the rights and obligations of the parties
38 to each other resulting from recognition agreed to between the Federation and Employer in
39 this Agreement.
40

41 **ARTICLE 9 - TERMS OF SERVICE**

42
43 9.1 Days of Service: Faculty members with 10-month appointments shall be required to work
44 175 days of service during fall, winter and spring terms of the academic year in accordance
45 with the instructional calendar. Members with 11-month appointments shall be required to

1 work 195 days of service and members with 12-month appointments shall be required to
2 work 250 days of service.

3
4 For the purposes of this section, a contract day shall mean a full working day, present and
5 available on the work site for all scheduled activities as defined in Article 20, Sick Leave
6 and Article 22.2 Personal Leave.

7
8 For 10- and 11-month appointments, two days or the equivalent of sixteen (16) hours of
9 each contract year will be considered floating days for the purposes of advising, student
10 engagement and student success, instructional mission fulfillment planning, community
11 engagement, and professional development. These floating days shall occur on non-
12 contract days. Administration will provide choice and flexibility for the floating days to be
13 used by faculty, and provide a non-exhaustive list of possible floating day activities.
14 Activities in any given year might vary between faculty members. The College will not
15 assign faculty specific floating day activities.

16
17 9.2 Alternate 10-Month Schedules: In some instances, the Employer may request to hire a 10-
18 month faculty member on an appointment that spans summer term (spring, summer and
19 fall, for example). When a decision is made by the Employer to hire a faculty member on
20 an alternate schedule, the Employer will first offer the alternate schedule to incumbent
21 faculty. The offer will be made by seniority with existing faculty having the first right of
22 refusal. 10-month faculty members on these appointments will work the number of days
23 outlined in section 9.1.

24
25 9.3 Special Circumstances: In special circumstances, the President may recommend to the
26 Board ten-month faculty appointments for a comparable period of service within the fiscal
27 year. Under certain circumstances, such as for the replacement of a faculty member on an
28 approved, extended leave, a short-term appointment may be given in accordance with
29 Article 2.3 of this Agreement.

30
31 9.4 Remainder of Year Employment: Nothing shall prevent a faculty member employed on an
32 academic year basis from being employed during the remainder of a fiscal year, in the
33 summer sessions, or in other service.

34
35 9.5 Appointment Agreement: The terms and conditions of every appointment, whether
36 tenured, tenure track, visiting or lecturer, shall be stated or confirmed in writing, and a copy
37 of the appointment agreement will be supplied to the faculty member concerned. Any
38 subsequent extensions or modifications of an appointment, and any special understandings,
39 or any notice incumbent upon either party to provide, will be stated or confirmed in writing
40 and a copy will be given to the faculty member concerned.

41
42 9.6 Termination of Appointment: A faculty member may terminate their appointment effective
43 at the end of the academic or fiscal year provided that they give notice in writing at the
44 earliest possible opportunity, but no later than thirty (30) days after receiving notification
45 of the terms of appointment for the next academic or fiscal year. The faculty member may
46 properly request a waiver of this requirement of notice in case of hardship or in a situation

1 where they would otherwise be denied substantial professional advancement or other
2 opportunity.

- 3
4 9.7 Notification of Intent to Return: The College shall provide a Notification of Intent to Return
5 form for each faculty member no later than March 1st of each calendar year. In return, each
6 faculty member, no later than March 31st, shall notify the College in writing of their intent
7 to return using the form provided. The names of faculty who indicate they do not intend to
8 return will be forwarded to the Federation and the direct supervisor for informational
9 purposes.

10
11 **ARTICLE 10 - CRITERIA FOR INITIAL PLACEMENT**

- 12
13 10.1 Introduction: It is the function of the Board and the Administration of Southwestern
14 Oregon Community College to establish and administer initial salary placement of faculty.
15 The Federation bargaining team, by way of negotiating the provisions of this Article, shall
16 act as a committee for reviewing procedures for appointment of faculty. The Vice
17 President of Instruction and Student Services shall be responsible for determining the initial
18 salary placement of all faculty covered by this Agreement in accordance with the criteria
19 set forth in this Agreement.

- 20
21 10.2 Maintenance of Salary: Nothing in this Article shall be interpreted in such a way as to
22 reduce the salary of any faculty member employed at the time of adoption of this
23 Agreement.

- 24
25 10.3 Qualifications for Initial Placement:

- 26
27 A. The qualifications in a job announcement shall specify the teaching field(s). Initial
28 placement on the salary schedule is dependent on the degree and the relevant
29 experience in the teaching field.
30
31 B. The placement criteria are guidelines for initial placement. However, in cases of
32 special need or for special qualifications, the Employer reserves the right to
33 determine the initial salary placement of a faculty member at any step on the salary
34 schedule. Original salary placement shall be documented on an “original step
35 placement form” and filed in the faculty member’s personnel file.
36
37 C. A Master's degree in the instructional area of the teaching assignment (preferred)
38 or a related field, or a Master’s degree plus at least 12 graduate credits in the
39 instructional area of the teaching assignment is required for faculty teaching Lower
40 Division Collegiate courses and for faculty employed as Librarians, Counselors,
41 and Learning Resource Faculty.
42
43 D. The faculty minimum qualifications outside the area of Lower Division Collegiate
44 credit include:
45
46 1. For teaching career-technical courses, professional certifications or an AAS
47 degree in a subject area closely related to that in which the instructor will

1 be teaching, and a minimum of 3 years significant and related experience is
2 required and a Bachelor's degree or higher is preferred.

3
4 2. For teaching Developmental Education and Adult Basic Skills classes, a
5 Bachelor's degree in a closely related field is required and a Master's degree
6 is preferred.

7
8 E. A faculty member with a visiting appointment which is grant or contract funded
9 shall not teach on-campus courses that are usually taught by faculty with tenured
10 or tenure track appointments, or be used in any way to replace or displace a faculty
11 member with a tenured or tenure track appointment.

12
13 F. All degrees used for salary schedule placement shall be from accredited institutions.

14
15 G. An official transcript listing the last degree conferred must be on file with Human
16 Resources for every faculty member covered by this Agreement. All new faculty
17 members must provide an official transcript to Human Resources upon hire. All
18 current faculty members who currently do not have an official transcript on file in
19 their personnel file shall be required to provide an official transcript within forty-
20 five (45) days of request from Human Resources.

21
22 10.4 Initial Salary Schedule Placement on Single-Column Step Schedule (Appendix A):

23
24 A. The single-column step schedule presented in Appendix A shall be in effect for the
25 duration of this contract (July 1, 2024 through June 30, 2028). This section shall be
26 used to place new hires, on the version of the single-column step schedule
27 (Appendix A) that is in effect in the year during which they are hired.

28
29 B. Criteria for initial step placement:

30
31 1. Professional Certifications in a closely related field and a minimum of 3
32 years related work experience, including Culinary Arts Certification in lieu
33 of Academic Degrees, AAS/AS degree and a minimum of 3 years related
34 work experience or Bachelor's Degree – Step 3

35
36 2. Master's degree – Step 4

37
38 3. Doctorate degree – Step 5

39
40 C. Criteria for Additional Step Placement for Relevant Experience:

41
42 1. Experience should reflect the prevailing needs of the instructional area.

43
44 2. Initial placement for Faculty shall not be above step eight (8) on the faculty
45 salary schedule.

46 a. Teaching experience:
47

1. One (1) step for each year of full-time Community College or University teaching.
 2. One (1) step for each full-time equivalent year of part-time teaching at Southwestern Oregon Community College.
 3. One (1) step for every two (2) full-time equivalent years of part-time teaching at any other community college or university.
 4. One (1) step for every two (2) years of full-time teaching at the high school level.
 5. One (1) step for every two (2) full-time equivalent years of graduate teaching.
- b. Experience Outside of Education:
1. One (1) step for each two (2) years of relevant work experience as determined by the College.

10.5 Teaching in a Field Outside of Regular Assignment: Ordinarily, the employer shall not require a faculty member to teach in a field outside of their regular assignment when the faculty member has fewer than twelve (12) graduate hours in that field. For the purpose of this Section, the following shall apply:

- A. Graduate hours shall be from accredited institutions.
- B. "Hours" as used in this Agreement shall be interpreted as term or quarter hours. Semester hours shall be calculated as 3/2 term hours.
- C. Graduate hours shall be defined as credit hours granted from:
 1. Courses listed as graduate courses by the institution.
 2. Advanced courses which have been counted as part of a graduate degree program.
 3. Advanced courses for which graduate credit is granted when the course is completed by a student with graduate standing.

ARTICLE 11 – COMPENSATION

11.1 Salary Schedule:

- A. Ten-Month Tenured, Tenure Track, and Visiting Faculty: The minimum salaries for Tenured, Tenure Track, and Visiting Faculty on a ten-month appointment are set forth in Appendix A.

1
2 B. Eleven- and/or Twelve-Month Tenured, Tenure Track, and Visiting Faculty: For
3 Tenured, Tenure Track, and Visiting Faculty on an eleven- or twelve-month
4 appointment, their salary shall be adjusted as follows:
5

6 1. Eleven-month appointments: Add 11% to base figure minimum salaries set
7 forth in Appendix A by multiplying the base figure by 1.11
8

9 2. Twelve-month appointments: Add 22% to minimum salaries set forth in
10 Appendix A by multiplying the base figure by 1.22.

11 C. Lecturer Faculty on Ten-, Eleven-, or Twelve-Month Appointment: The minimum
12 salary for Lecturer Faculty on a ten-, eleven-, or twelve-month appointment will be
13 eighty percent (80%) of the salary of a tenured, tenure track, and/or visiting faculty
14 member on a ten-, eleven-, or twelve-month appointment as set forth above in 11.1
15 A and B.
16

17 11.2 Step Increase:
18

19 A. The salary schedule in Appendix A will be adjusted by the following percentage
20 Cost of Living Adjustment (COLA) applied to Step 1 in each of the years listed
21 below:
22

23 2024-25 Academic Year: 3.25%

24 2025-26 Academic Year: 3.25%

25 2026-27 Academic Year: 3.25%

26 2027-28 Academic Year: 3.25%
27

28 In addition, to the COLA increase, the difference between each step in the
29 salary schedule for the Academic Years 2024-25, 25-26, 26-27, and 27-28
30 shall be \$2,000.
31

32 In 24-25, 25-26, 26-27, and 27-28, all tenured, tenure track, visiting, and
33 lecturer faculty members who are below the top step, shall move one (1)
34 step on the salary schedule reflected in Appendix A.
35

36 B. Pay increases as set forth in this section shall be effective on the first day of the
37 appointment year immediately following the academic year in which the evaluation
38 was conducted.
39

40 11.3 Contribution to PERS: Faculty members shall contribute to the Public Employees
41 Retirement System (PERS) in compliance with PERS rules.
42

43 11.4 Reduction in Revenues: Compared to the prior fiscal year, should a five percent (5%) or more
44 reduction occur in the Employer's subsequent years' General Fund revenues, the Employer
45 reserves the sole and exclusive right to open this Agreement for the purpose of renegotiating

1 the applicable salary schedules, Article 11, Compensation, and the Employer's health and
2 welfare contributions set forth in Article 19, Insurance Coverage. In the event the Employer
3 opens this Agreement for renegotiations, it shall notify the Federation in writing of its
4 intention to open and renegotiate the above provisions. The Employer and the Federation
5 shall agree to meet as soon as practical to negotiate replacement sections to this Agreement.
6 Upon the Employer submitting such written notice to the Federation, faculty members shall
7 continue to be paid in accordance with the then current salary schedule until replacement
8 provisions have been negotiated or the Employer implements replacement sections in
9 accordance with the Public Employee Collective Bargaining Act.

10
11 11.5 Salary Equity: The Employer recognizes the value and commitment of the faculty to
12 Southwestern Oregon Community College. It is the desire of the Employer that SWOCC
13 Faculty be paid fairly and comparably to similarly situated community colleges in the state.

14
15 11.6 Compensation for Cooperative Work Experience: Faculty of Record shall be compensated
16 \$100 (one-hundred dollars) per student completing an approved Cooperative Work
17 Experience or Field Experience program. Payment will be at the end of the term after
18 copies of student/employer agreements, grades, and reports of work-site visits have been
19 submitted as required by the appropriate administrator.

20
21 11.7 Compensation for Independent Study: The following pay scale will be used for the payment
22 of faculty who are teaching independent study courses for program completion. Please
23 note that this is only used when a student needs to take the course for program completion
24 and cannot wait to take the class at a later time when it is regularly offered in a classroom
25 setting or online.

26
27 This will not apply to faculty who are already teaching the class during the term and have
28 agreed to teach a student under the independent study methodology.

29
30 It is at the discretion of the College to schedule an independent study course. Any
31 exception to this Article must be approved by the Vice President of Instruction and Student
32 Services.

33
34 The maximum number of students who can be taught under independent study for each
35 instructor for each individual class per term is five students.

36

<u>Credits</u>	<u>Payment for 1 Student</u>	<u>Payment for Each Additional Student</u>
1	\$100.00	\$85.00
2	\$150.00	\$85.00
3	\$200.00	\$85.00
4	\$250.00	\$85.00
5	\$300.00	\$85.00

37
38
39
40
41
42
43
44 11.8 Science Lab Set Up Compensation:

45
46 A. Notification:

1 In the event the Science Lab Coordinator position is vacant for an upcoming academic
2 term, those instructional full time faculty members that are impacted by the vacancy shall
3 be notified in writing at least one (1) week before the first day of the academic term or as
4 soon as practicable if the vacancy arises less than one (1) week prior to the first day of the
5 academic term.
6

7 B. Assignment:
8

- 9 1. Those full-time faculty members impacted by the vacancy shall be given the
10 option to temporarily set up their associated labs while the Science Lab
11 Coordinator position is vacant.
- 12 2. If a full-time faculty member declines the option, the college reserves the right to
13 give the option to another full-time faculty member to teach the science lab.
- 14 3. If there are no interested full-time faculty members, the college reserves the right
15 to assign the science lab to an adjunct faculty member not covered under this
16 agreement.
- 17 4. If a full-time faculty member declines a temporary lab set assignment, they will
18 not be subject to discipline or a negative evaluation as a result.
- 19 5. If the Science Lab Coordinator position is vacant at any point after the first week
20 of the term, it is agreed that the full-time faculty members impacted will need to
21 perform these duties to allow the class to continue.
22

23 C. Compensation:

- 24 1. Each in person science lab session will count as one weekly hour based on the
25 full-time faculty members' daily rate.
- 26 2. If the position is filled or becomes vacant in the middle of the academic term, the
27 full-time faculty member will be compensated by a pro-rated amount based on the
28 number of weeks that they perform the temporary lab assignment.
29

30 **ARTICLE 12 – WORKLOAD**
31

- 32 12.1 Workload Credits: Faculty workload is based on a combination of teaching and service to
33 the institution. A model that optimizes the faculty member's effectiveness should comprise
34 approximately 80% (45 workload credits) teaching and 20% other institutional duties such
35 as advising, mentoring, coaching, senate committee work, assessment, or other non-
36 teaching activities. It is understood that individual faculty assignments may vary in
37 complexity, intensity, and time commitments, and therefore it is further understood that no
38 specific formula will encompass all of the various combinations of teaching and non-
39 teaching assignments. However, it is agreed that faculty teaching/release time workload
40 shall be based on forty-five (45) workload credits per academic year but distributed
41 relatively evenly over three (3) terms (fall, winter and spring) as a full load. Eleven- and
42 twelve-month faculty workload shall be calculated on a proportionate basis to equal forty-
43 five (45) workload credits for three (3) terms.
44
- 45 12.2 Credit for Teaching Assignments: One (1) weekly hour of lecture teaching per term will
46 count as one (1) workload credit towards the forty-five (45) workload credits. An hour of

1 lecture/lab teaching will count as 0.75 workload credits. An hour of lab teaching will count
2 as 0.66 workload credits. An hour of practicum teaching will count as 0.25 workload
3 credits. Approved course outlines on file in the Office of Instruction shall be the
4 determinant for the number of lecture, lecture/lab, and/or lab hours for courses. In the event
5 lecture, lecture/lab or lab courses are taught by more than one faculty member, each faculty
6 member will only be credited with workload credits for the portion of the course they
7 actually teach.
8

9 A. Online Assignments: Full-time faculty members are encouraged to teach via
10 traditional and non-traditional delivery methods. Workload credit for on-line
11 courses shall be assigned in accordance with 12.2 of this Agreement and is subject
12 to Section 12.13, Overload.
13

14 B. Exception to Workload Credit for On-Line and Distance Education Assignments:
15 Upon mutual agreement between the faculty member and the Vice President of
16 Instruction and Student Services, a faculty member covered by this Agreement may
17 enter into a written agreement forfeiting workload credit assignment for on-line or
18 distance education courses. In the event a forfeiture agreement is made, the faculty
19 member shall receive no workload credit for teaching the on-line or distance
20 education course(s) but shall instead be paid a stipend in accordance with the
21 Distance and Community Education program's established payment schedule. The
22 written agreement must be approved by the Vice President of Instruction and
23 Student Services before the last day of the month prior to the month in which the
24 faculty member would normally receive initial payment of a stipend. A copy of the
25 signed agreement will be filed in the faculty member's personnel file. A faculty
26 member's agreement to receive a stipend in lieu of workload credit shall constitute
27 forfeiture of any workload assignment for the on-line or distance education
28 course(s) specified in the written agreement.
29

30 C. Hy-Flex:

- 31 1. Definition of HyFlex: The course offers both face-to-face and asynchronous online
32 sessions. Students can decide to attend either the face-to-face session or online
33 session for a similar learning experience.
- 34 2. It is understood that creating a HyFlex section for the first time involves significant
35 time and effort. If a faculty member and their dean agree that creating a HyFlex
36 section would be worthwhile, a request to develop a new course will be submitted
37 to the Office of Instruction. If the request to develop a HyFlex course is approved
38 by the VP of Instruction, the faculty member will receive a one (1) -time \$600
39 stipend as outlined in Appendix C.
- 40 3. HyFlex sections will be compensated at a rate of 1.10X workload credits per
41 section. The 1.10X multiplier will be applied individually to all components of a
42 course: i.e., lecture, lab, lab/lecture, and practicum.
 - 43 a. For example, if a lab course is being taught as a HyFlex section, then the
44 total workload would be calculated: 3.00×1.10 (lecture) + 1.98×1.10
45 (lab) = 5.808 credits.

- 1 4. A HyFlex section will not be assigned to a faculty member without their
2 consent.
- 3 5. A HyFlex section can't have more students enrolled than the course capacity as
4 stated in the course outline without the consent of the faculty. If a faculty
5 member and their dean agree, enrollment in HyFlex sections can be increased.
6 In those cases, article 12.15 and/or 12.17 would apply.
- 7 6. In the event that more than one workload multiplier is necessary for an
8 assignment, all relevant multipliers must be applied to determine the total
9 workload. For example, if a writing course (article 12.16, 1.25X) is being taught
10 as a HyFlex section (article 12.2C, 1.10X), then the total workload would be
11 calculated: $4.00 \times 1.25 \times 1.10 = 5.5$ credits.

12
13 D. Zoom Enabled Courses:

- 14 1. Definition of Zoom Enabled: Course is offered synchronously in a Coos or
15 Curry campus classroom. The faculty member utilizes zoom to include
16 students who are attending from a distance (e.g., Coos course zoomed to Curry
17 campus).
- 18 2. A Zoom Enabled course section will not be assigned to a faculty member
19 without their consent.
- 20 3. A Zoom Enabled course section can't have more students enrolled than the
21 course capacity as stated in the course outline without the consent of the
22 faculty. If a faculty member and their dean agree, enrollment in HyFlex
23 sections can be increased. In those cases, article 12.15 and/or 12.17 would
24 apply.
- 25 4. Courses identified as zoom enabled in the course catalog will be compensated
26 at a rate of 1.10X workload credits per section. The 1.10X multiplier will be
27 applied individually to all components of a course: i.e., lecture, lab, lab/lecture,
28 and practicum. For example, if a lab course is being taught as a Zoom Enabled
29 section, then the total workload would be calculated: 3.00×1.10 (lecture) +
30 1.98×1.10 (lab) = 5.808 credits.

31
32 E. Virtual Reality Enhanced Courses:

- 33 1. Definition of VR Enhanced Courses: A course section is offered that
34 incorporates VR or AR technologies with at least one session or lesson taught
35 in VR per week.
- 36 2. A VR enhanced section will not be assigned to a faculty member without their
37 consent.
- 38 3. Courses identified as VR enhanced in the course catalog will be compensated
39 at a rate of 1.10X workload credits per section. The 1.10X multiplier will be
40 applied individually to all components of a course: i.e., lecture, lab, lab/lecture,
41 and practicum. For example, if a lab course is being taught as a VR enhanced
42 section, then the total workload would be calculated: 3.00×1.10 (lecture) +
43 1.98×1.10 (lab) = 5.808 credits.

44
45 12.3 Credit for Non-Teaching Assignments: One (1) hour of counseling, library/learning
46 resource assignment, reading lab, writing lab, math lab, or study center assignment shall

1 count as 0.43 workload credits. Workload for advising, program coordination, coaching,
2 nursing clinical planning, field trips and other non-teaching assignments shall be calculated
3 as described in the sections below.
4

5 12.4 Credit for Field Trips in Oregon, California, and Washington: Workload calculation for
6 field trips shall be calculated on the following schedule:
7

8 1 credit field trip no overnight responsibilities 0.73 credits

9 1 credit field trip with overnight responsibilities 1.46 credits

10 2 credit field trip no overnight responsibilities 1.46 credits

11 2 credit field trip with overnight responsibilities 2.19 credits
12

13 12.5 Credit for Study Abroad: Workload calculation for classes that include a study abroad
14 component will be compensated at 1.25 workload credits.
15

16 12.6 Committee Work: Faculty Senate committee work is considered an integral part of a full-
17 time faculty position. Workload credit shall not normally be assigned for serving on
18 committees and committee work shall be done in addition to the 45-workload credit
19 assignment. However, a faculty member who believes his or her committee assignment
20 justifies workload credit may be assigned committee work as part of their normal load
21 pursuant to Article 12.10 if the Vice President of Instruction and Student Services deems
22 such assignment appropriate. Lecturer faculty members shall not be assigned to serve on
23 committees. However, Lecturer faculty shall be permitted to attend committee meetings
24 and participate in committee work, but shall not receive release time or workload credit for
25 such participation.
26

27 12.7 Credit for Nursing Clinical Planning and OCNE Work:
28

29 Full-time nursing faculty members covered by this Agreement shall receive two (2)
30 workload credits per term for academic, clinical planning and OCNE work.
31

32 12.8 Credit for Coaching: Six (6) workload credits per year will be granted for all bargaining
33 unit coaching positions. This workload is release time for duties such as the following, but
34 not limited to: recruitment, retention, game planning, travel and budget development,
35 academic progress checks, study hall, film review, etc.

36 Faculty members covered by this agreement who coach sports that begin prior to the fall
37 term or outside of the contracted days pursuant to Article 9, Terms of Service, may
38 receive compensation based on the faculty member's daily rate, calculated using the
39 annual salary the faculty member will receive for the following appointment year. Each
40 faculty member will be required to declare which days they plan on working in the
41 upcoming academic year on or before August 1st. This information must be in 4-hour
42 blocks of time and may not exceed 20 days per year and will require College approval.
43

44 12.9 Credit for Program Coordination/Direction: Between one (1) and seven and a half (7½)
45 workload credits per term may be granted for coordinating or directing an instructional
46 program, as determined by the appropriate dean and approved by the Vice President of

1 Instruction and Student Services. The amount of workload credit granted shall be based on
2 the amount of time and responsibility required for coordinating or directing the program.
3 Lecturer faculty members shall not be assigned coordination or director duties.
4

5 12.10 Credit for Other Institutional Duties: It is understood that there is some degree of
6 expectation that faculty members will provide service to the institution for which workload
7 credit is not assigned.
8

- 9 A. Keeping current on one's major field of study and/or assigned duties
- 10 B. Grading assignments
- 11 C. Maintaining a faculty or program webpage
- 12
- 13 D. Improving on teaching methods
- 14
- 15 E. Improving on retention and/or recruitment of students
- 16
- 17 F. Keeping course content, course outlines, course materials, and course syllabi
18 current
- 19
- 20 G. Reviewing development and annual revisions of program and operational reviews
- 21
- 22 H. Implementation of Student Learning Outcomes, Program Outcomes Assessment
23 and General Student Learning Outcomes (GSLO) Assessment
- 24
- 25
- 26

27 All might be considered reasonable expectations of service to the institution. Additionally,
28 however, it is understood that providing additional service to the institution may require a
29 significant time and resource commitment that deserves to be compensated in the form of
30 workload credit. Examples of such service might include:
31

- 32 A. Developing new programs or courses
- 33
- 34 B. Organizing campus events
- 35
- 36 C. Developing new programs for recruitment and retention
- 37
- 38 D. Writing grant proposals
- 39
- 40 E. Assessment coaching
- 41

42 This list is not intended to be an inclusive list, but rather a list that demonstrates the variety
43 of institutional service and duties that might warrant workload credit or stipends (as
44 outlined in Appendix C).
45

1 Deans shall work with each faculty member to compute workload credit, if any, to be
2 assigned for other service to the institution. Service to be considered for workload
3 assignment shall be based on the previous year's report of yearly service described in
4 Article 16, Evaluation, and a forecast of anticipated service to the institution planned for
5 the coming year. Changes to workload from the previous year shall result in an adjustment
6 of workload credit. Approval of workload credit for service to the institution other than
7 teaching, field trips, advising, coaching, nursing clinical planning, program coordination
8 and/or direction, shall require approval of the Vice President of Instruction and Student
9 Services.

10
11 12.11 Credit for Advising: Tenured, tenure track and visiting faculty members shall normally be
12 assigned student advisees. Advisee assignments of more than one (1) advisee, but not more
13 than twenty-five (25) advisees shall be considered part of the full-time faculty member's
14 normal duties. No additional workload credit shall be granted for advising 25 or less
15 advisees. However, should a faculty member be assigned more than 25 advisees, the
16 following schedule shall determine the amount of workload credit assigned per year.

17
18 # of Advisees Workload Credit per year

19 0-25	0
20 26-32	1
21 33-39	2
22 40-45	3

23

24 No more than forty-five (45) advisees shall be assigned to an individual faculty member in
25 any quarter.

26
27 Counseling and Learning Resource Faculty (see 12.19) will be exempt from receiving
28 workload credit for advising. The number of advisees will be determined by the
29 appropriate Dean to meet the needs of the area.

30
31 12.12 Assignment of Advisees: Consistent with Article 12.11, the Vice President of Instruction
32 and Student Services shall determine the number of advisees assigned to each faculty
33 member. Faculty members may be assigned to advise in instructional areas other than their
34 major teaching field(s). Advisee assignments shall be based on the needs of the College
35 and some faculty members may not be assigned advisees. Tenured, tenure track and visiting
36 faculty members not assigned to advise shall be assigned an additional three (3) total
37 workload credits per year for teaching or other service to the College. Advisee assignments
38 shall normally be for the full academic year, except that advisee assignments may be
39 adjusted in the event that advising has not occurred for reasons such as withdrawal or non-
40 attendance of an advisee. Lecturer faculty members shall not be assigned advisees.

41
42 12.13 Overloads: An overload shall be defined as workload credits in excess of forty-five (45) in
43 one academic year. Overloads will not be paid until a faculty member goes beyond forty-
44 five (45) workload credits per academic year. Overloads shall be compensated in
45 accordance with Article 13.1, Overloads and Summer Session Compensation, and will be
46 paid no later than on the regular June payroll.

1
2 Acceptance of overload assignments shall be voluntary. Assignments considered by the
3 administration as overload shall be so identified. The faculty member tendered an
4 assignment they believe to create an overload, but is not so identified, is entitled, on
5 request, to a statement of how their assignment(s) will be calculated for overload purposes.
6 Administration assigns all overload classes and assignments.
7

8 Full time faculty members will have the opportunity to be scheduled for one course of
9 overload during the scheduling process. Administration may offer more overload as
10 scheduling needs demand. Scheduled overload does not guarantee courses will run: in
11 the event a course that is part of a faculty member's scheduled overload is low-enrolled,
12 Article 12.15 will still apply.
13

14 In the event there is more than one full-time faculty member qualified to teach a course
15 identified as overload, and provided more than one full-time faculty member wants to
16 receive the assignment, the offer to teach the course will be made to faculty in the
17 following order:

- 18 1. Faculty who teach the course as part of their regular teaching assignment.
- 19 2. Faculty from the department who are qualified but do not normally teach the
20 course.
- 21 3. Faculty from the division who are qualified to teach the course.
- 22 4. Faculty from outside the division who are qualified to teach the course.

23 In the event there is more than one full-time faculty member equally qualified to teach
24 the course and equally situated in the above order of offer, the most senior faculty
25 member will have the first opportunity to teach the course. If the most senior faculty
26 member opts to not teach the course, they will retain the seniority-based option for first
27 refusal for the following opportunity, etc. However, once a faculty member accepts the
28 offer to teach a course identified as overload based on seniority, that faculty member will
29 move to the bottom of the seniority list solely for the purpose of accepting a teaching
30 assignment according to this Section, so that other qualified full-time faculty members
31 have an opportunity to teach a course identified as overload.

32 Administration will provide an annual report to the faculty unit by June 15 that includes a
33 list of all overload worked for the academic year.
34

35 12.14 Office Hours: Faculty members will maintain five (5) office hours each full contract week
36 to serve the diverse needs of their students. Faculty will determine an appropriate
37 proportion of modalities to meet those needs.
38

39 The requirement to hold an office hour does not apply to Counseling, Learning Resource
40 Faculty or the Librarian (see 12.19 and 12.20).
41

42 12.15 Class Size Adjustment: Instructional assignments will be made based on student and
43 program needs. Faculty will be notified in advance about their course load and schedule
44 per CBA.
45

1 Course size may be limited by such factors as the approved course outline and room size,
2 availability of equipment, or external regulation in compliance with program accreditation
3 for lab and clinical ratios. In general, courses without any of the above limiting factors will
4 be capped at 25.

5
6 In addition, asynchronous online designated courses will also be capped at a maximum of
7 25 students, unless there are specific program accreditation requirements that limit class
8 size due to lab or clinical ratios.

9
10 In circumstances where a student is requesting to enter a course capped at 25, the faculty
11 member may allow the student to enroll at their discretion. However, it is understood that
12 due to the impact to the student experience that any additional students beyond 5 of the
13 established cap, shall require approval of the Vice President of Instruction and Student
14 Services.

15
16 It is also understood that class size has an impact on student experience and some
17 disciplines may have good reasons to maintain a smaller course cap that is not due to lab,
18 clinical or equipment. In these cases, faculty can present such requests to the Division
19 Dean, who will submit the request to the VP of Instruction for approval.

20
21 With the exception of open enrollment courses such as PE185, Self-Paced Fitness, or open
22 labs such as writing, math, reading and computer labs, no one course section shall allow
23 more than 125 students. Additionally, it shall not be the normal practice of the College to
24 offer larger classes in lieu of additional sections. However, it is understood that in some
25 circumstances it may be beneficial to either the College or the faculty member to have a
26 larger course. This article allows for larger class sizes when appropriate; for example, some
27 cohort style programs such as nursing and OCCI.

28
29 A. Courses of more than 48 enrolled students by the 4th week of each term will
30 have a workload multiplier of 1.33.

31
32 B. Courses with less than 8 enrolled students by the 4th week of each term will have
33 a workload multiplier of 0.8. Labs, clinicals, and practicums will not be subject
34 to this proration.

35
36 Proration shall not result in the assignment of additional workload for the faculty member
37 without their consent.

38
39 12.16 Class Cancellation:

40 The College reserves the right, as the Employer determines appropriate, to cancel low-
41 enrolled courses (less than 8 enrolled students).

42
43 However, low-enrolled courses with more than three (3) students will be offered if the
44 following exception criteria are met:

45
46 A. The students enrolled need the specific course to graduate;

- 1 B. The course is required for a program and will only be offered one time during the
2 academic year; or
3 C. Students need the course to meet the requirements of a prerequisite in order to
4 advance through their program.
5

6 Low enrolled courses with three (3) or fewer students who need the course to graduate will
7 be taught as an R&C and the instructor will be paid at the R&C rate.
8

9 Any exception to the provisions set forth above must be agreed upon by the Dean or
10 Director and presented to the Vice President of Instruction and Student Services. Final
11 decisions will be made at the discretion of the Vice President of Instruction and Student
12 Services, which could include cancellation of the course.
13

14 Low-enrolled classes will, after a review of workload, be subject to proration per article
15 12.15.
16

17 12.17 Writing Course Workload: Writing courses, WR90, 115, 121, 122, 123, and 227, will have
18 their workload calculated at 1.25X per credit hour. For example, a 3-credit writing class
19 will be calculated at 3.75 workload credits. Common standards for the .75 differential for
20 3 credit writing courses are specified in course outlines and may include the following
21 issues: assignments, conferences, drafts and response workshops, required number of
22 words, and subject matter covered.
23

24 12.18 Combined Lecture Science Workload: Faculty may request combining science lecture
25 sections of the same course and if approved by their Dean, shall be compensated with a
26 workload calculation at 1.33X per credit hour per additional section. For example, a 4-
27 credit science lecture that has two combined lecture sections will be calculated at 5.32
28 credits.
29

30 12.19 Counseling and Learning Resource Faculty: Consistent with the requirements and
31 standards of the department, counseling and learning resource faculty's workload is based
32 on a combination of teaching and service to the institution. Service to the institution shall
33 include but is not limited to advising, career coaching, counseling, literacy program
34 development, committee work, assessment, serving on hiring committees, and mentoring.
35 Counseling and learning resource faculty are exempt from maximum advising workload
36 provisions (see 12.11) and are not required to hold office hours (see 12.14).
37

38 12.20 Librarian: Consistent with the requirements and standards of the department, the
39 Librarian's workload is based on a combination of service to the institution and teaching.
40 Service to the institution shall include, but is not limited to assisting in the operation of the
41 library, evaluating and selecting materials to support the College curriculum, and
42 exercising judgment based on professionally recognized standards. The Librarian is not
43 required to hold office hours (see 12.14).
44

45 12.21 Instruction of Community Education or non-credit workforce training will be compensated
46 based on Community Education and Workforce training rates. Teaching community

1 education or non-credit workforce training courses will not be counted as part of a faculty
2 member's regular workload and shall not be eligible for overload.

3
4 12.22 Division Chairs: Division Chairs shall be tenured faculty members, selected through an
5 election process and appointed for a one-year term.

6
7 Release time, ranging from six to nine load credits averaged over the academic year, will
8 be granted to Division Chairs, as determined by the Dean.

9
10 Faculty Senate will actively coordinate the Division Chair election process by the eighth
11 week of spring term and put forth recommended candidates for approval by the Vice
12 President of Instruction and Student Services. If there is no candidate for election there
13 will be no chair for the subsequent academic year.

14
15 **ARTICLE 13 – OVERLOAD, SUMMER TERM, AND WINTER INTERSESSION**
16 **COMPENSATION**

17
18 13.1 Overloads: Compensation for overloads, as defined in Article 12.13, shall be computed on
19 the basis of eighty percent (80%) of the individual appointment rate using the following
20 formula: Annualized 10-month salary divided by 45 workload credits, multiplied by the
21 number of workload credits over 45 as of May 31st of each academic year. Overloads shall
22 be paid to the nearest decimal hundred (.00) of a workload credit. Librarians, Counselors,
23 and Learning Resource faculty shall not be eligible for overloads.

24
25 13.2 Summer Term and Winter Intersession: Compensation for Summer Term and Winter
26 Intersession, shall be computed on the basis of eighty percent (80%) of the individual
27 appointment rate using the following formula: annualized 10-month salary divided by 45
28 workload credits, multiplied by .80, multiplied by the number of workload credits assigned
29 for summer term. For the purpose of this Section, Summer Term and Winter Intersession
30 are designated as the fourth and fifth term of the academic year. The individual
31 appointment rate shall be the same rate the faculty member was paid for the other three
32 terms in the academic year.

33
34 13.3 Summer Term and Winter Intersession Assignment: Full-time faculty members shall have
35 the first right of refusal for assignment to teach summer session courses with the following
36 conditions:

37
38 A. The faculty member must be qualified to teach the course.

39
40 B. The faculty member must commit to teaching summer and winter intersession
41 course(s) in a timely manner in order to allow schedules to be produced and
42 alternative instructors to be found if the faculty member opts not to accept the
43 assignment.

44
45 C. In the event there is more than one full-time faculty member qualified to teach
46 summer and winter intersession courses, and provided more than one full-time

1 faculty member wants to receive the assignment, the offer to teach the summer or
2 winter intersession course(s) will be made to faculty in the following order:

- 3
- 4 1. faculty who teach the course during fall, winter or spring term.
- 5
- 6 2. faculty from the department who are qualified, but do not normally teach the
7 course.
- 8
- 9 3. faculty from the division who are qualified to teach the course.
- 10
- 11 4. faculty from outside the division who are qualified to teach the course.
- 12

13 In the event there is more than one full-time faculty member equally qualified to
14 teach the course(s) and equally situated in the above order of offer, the most senior
15 faculty member will have the first opportunity to teach. If the most senior faculty
16 member opts to not teach summer term or winter intersession in any given year,
17 they will retain the seniority-based option for first refusal the following year, etc.
18 However, once a faculty member accepts the offer to teach summer term or winter
19 intersession courses based on seniority, that faculty member will move to the
20 bottom of the seniority list solely for the purpose of accepting summer term or
21 winter intersession teaching assignments according to this Section, so that other
22 qualified full-time faculty members have an opportunity to teach summer or winter
23 intersession courses over time.

- 24
- 25 D. The Deans will determine the appropriate workload for summer term and winter
26 intersession. Faculty will be limited to teaching a maximum of 15 workload
27 credits in the summer term and two courses in winter intersession unless approved
28 by the Vice President of Instruction and Student Services.

29

30 13.4 All non-instructional work outside the annual instructional contracted days will be paid at
31 the faculty member's daily rate. Daily compensation will be based on an initial 2-hour
32 block and hourly thereafter, based on the faculty member's hourly rate on the step schedule.

33

34 13.5 Instruction of Community Education or non-credit workforce training will be compensated
35 based on Community Education and Workforce training rates. Teaching community
36 education or non-credit workforce training courses will not be counted as part of a faculty
37 member's regular workload (see Article 12.21) and shall not be eligible for overload.

38 **ARTICLE 14 - SCHEDULING AND TEACHING ASSIGNMENTS**

39

40

41 14.1 Publishing Class Schedules: The Office of Instructional Services shall publish class
42 schedules.

43

44 14.2 Submitting Schedules: Deans shall submit proposed schedules of classes, class meeting
45 times and faculty members to teach the classes to the office of instruction. Deans or
46 designee will consult with division faculty in preparing the proposed schedules. When

1 possible and prudent, any changes to the proposed schedules submitted by the divisions
2 will be referred to the faculty members involved before the schedules are finalized. The
3 publishing of an individual faculty member's name in connection with a course in the class
4 schedule shall not constitute a contract with that individual. While the course schedule is
5 reasonably accurate at the time of printing, it is subject to change, if necessary.
6

7 14.3 Teaching Assignments: Faculty members will be notified of their teaching assignments as
8 soon as possible after the appropriate dean finalizes their schedules. The scheduling process
9 will be done collaboratively. In accordance with Article 7.3.G, the faculty member's
10 appropriate dean retains the final right of assignment for faculty teaching assignments.
11 However, unless mutually agreed otherwise, Faculty members shall receive at least one
12 academic quarter's notice before being assigned to teach a class they have not previously
13 taught within the last academic year.
14

15 14.4 Night Teaching: It will not be the general rule to require night teaching on a continuous
16 basis. However, the appropriate dean reserves the right to require night teaching in order
17 to meet the needs of the students or College programs. Staff rotation for night teaching
18 will be practiced whenever possible. For the purpose of this section, night teaching shall
19 be defined to mean teaching a course that begins at or after 5:00 PM. A faculty member
20 teaching a night course scheduled to conclude at 8:50 p.m. or later shall not be scheduled
21 for a next-day morning course beginning before 10:00 a.m. without the approval of the
22 faculty member.
23

24 14.5 Changes in Work Assignments: It is agreed that the appropriate dean reserves the right to
25 make reasonable changes from time to time in scheduling and work assignments of the
26 individual faculty member.
27

28 **ARTICLE 15 - TENURE**
29

30 15.1 Probationary Period: Faculty members on a tenure track appointment shall normally be
31 given an annual agreement. At the end of each academic year the Employer reserves the
32 sole right to renew the tenure track faculty member's appointment for another year as it
33 determines appropriate by providing the faculty member with a renewal notice no later than
34 April 1 prior to the expiration of the annual agreement.
35

36 Faculty members on a tenure track appointment shall be classified as a probationary faculty
37 member for a period of four (4) years. For the purpose of this Section four (4) years shall
38 mean four (4) consecutive appointments as defined in Article 2, Definitions.
39

40 15.2 Authority to Grant or Deny Tenure: The Employer reserves the sole right to offer
41 probationary tenure track faculty members tenure after the successful completion of the
42 probationary period, including an extension, if any.
43

44 15.3 Tenured Faculty Members: Probationary Tenure Track Faculty Members who have
45 successfully completed their probationary period and have been granted tenure by the

1 Board of Education shall be designated as tenured faculty. See Article 2.8: Tenured
2 Appointments.

3
4 15.4 Visiting Faculty Members: Faculty on visiting appointments shall not be granted tenure. In
5 the event that a probationary tenure track faculty member has held a visiting faculty
6 appointment prior to receiving a tenure track appointment, refer to Article 2.9.C: Visiting
7 Appointments.

8
9 15.5 Lecturer Faculty Members: Faculty on lecturer appointments shall not be granted tenure.
10 In the event a probationary tenure track faculty member has held a lecturer faculty
11 appointment prior to receiving a tenure track faculty appointment, refer to Article 2.10.C:
12 Lecturer Appointments.

13
14 15.6 Application of Grievance Procedure: It is further agreed that decisions of the Employer
15 with respect to the granting or denial of annual renewal appointment(s) or tenure to
16 probationary faculty members are not subject to the grievance procedure of this Agreement
17 unless the grievance relates to only an arbitrary or discriminatory use of tenure procedure
18 and/or arbitrary or discriminatory use of the evaluation process set forth in Article 16,
19 Evaluation. In no event may an arbitrator substitute their judgment for the judgment of the
20 Employer.

21 22 **ARTICLE 16 – EVALUATION**

23
24 16.1 Evaluation Types and Source of Initiation: There shall be two (2) types of substantive
25 evaluations of faculty. First, the Tenure-Track Evaluation for tenure-track faculty, which
26 will be initiated by time of service. Second, the tenured faculty evaluation, which will
27 occur every three years.

28
29 16.2 Purpose of Evaluation: The primary purposes of evaluations are:

- 30
31 A. To ensure quality in the teaching and learning environment and enhance
32 student learning.
33
34 B. To support each individual's growth and development.
35
36 C. To support periodic assessment, reflection and mindful development by
37 faculty of their professional service.
38
39 D. To support the continuous improvement of in-service programs and faculty
40 professional development programs.
41
42 E. To support faculty creativity, experimentation and risk-taking.
43
44 F. To support alignment of performance with new needs of the discipline and
45 department/division, and promote departmental/divisional clarity of
46 purpose.

- 1
- 2 G. To identify and overcome poor performance and to provide a basis for
- 3 decisions regarding retention.
- 4
- 5 H. To assess the faculty member's performance of job functions as specified in
- 6 their position description.
- 7

8 16.3 Evaluation Cycle of Faculty: Each year, the Vice President of Instruction and Student
9 Services shall notify Human Resources and faculty members of their evaluation status,
10 including what type of evaluation they are scheduled for, if any, i.e., tenure review, annual
11 tenure track, three-year tenure, annual lecturer evaluation, etc., and the timeframe for the
12 various aspects of the evaluation defined in this Article.

13

14 A. Tenure Track Faculty: Evaluation of tenure track faculty members shall be
15 conducted annually for the first four years of employment, or until the faculty
16 member receives tenure. The fourth year of the tenure track evaluation cycle shall
17 be referred to as the Tenure Review year, unless the faculty member has initiated
18 an early tenure review process in which case the Tenure Review year shall happen
19 in the third year of the tenure track evaluation cycle.

20

21 B. Visiting and Lecturer Faculty: Evaluation of visiting and lecturer faculty members
22 shall be conducted annually in accordance with the evaluation handbook.

23

24 C. Tenured Faculty: Following the granting of tenure, evaluation of tenured faculty
25 members shall be conducted on a three (3)-year rotational cycle. Tenured faculty
26 members shall submit an annual Report of Yearly Service to the appropriate dean
27 for two years of the cycle. The third year of the cycle shall consist of an optional
28 Peer observation, a required self-assessment, and a required classroom observation
29 and evaluation by the appropriate dean. This cycle will continue throughout the
30 faculty member's tenure at the College.

31

32 16.4 Evaluation Process for Tenure Track, Visiting, and Lecturer Faculty: The evaluation
33 process for tenure track, visiting, and lecturer faculty shall consist of a Peer Observation, a
34 Faculty Portfolio, and an Administrative Evaluation.

35

36 A. Peer Observation Committee and Review Schedule:

37

38 1. Peer Observation Committee:

39

40 a. Peer Observation Committee: A three-person peer observation
41 committee shall consist of faculty chosen as follows: two faculty
42 members shall be chosen by the person to be evaluated. At least
43 two of the three members on the committee shall be tenured. One
44 of the members chosen by the faculty may be a visiting faculty.
45 The third member of the committee shall be a tenured faculty
46 member chosen by the Dean and shall serve as the chair of the

1 committee. When possible, Committee Chairs shall serve as chair
2 for all years of the tenure process. It is preferable that all members
3 of the peer evaluation committee be tenured and at least one is
4 from the same discipline or division as the faculty member being
5 evaluated.
6

7 2. The Peer Observation shall be conducted annually for non-tenured faculty;
8

9 B. The scope of the tenure-track evaluation will include multiple indices, both in terms
10 of sources of information and activities evaluated, and may include teaching,
11 advising, assessment, scholarly performance and/or research, and service to the
12 profession, College and community as outlined in the evaluation handbook
13

14 C. Following observation and review, the peer observation committee shall meet to
15 discuss the observations and offer suggestions to improve the quality of the
16 educational experience.
17

18 D. Following the meeting of the committee, the Chair will write a summary of the
19 observation procedures, methods and materials used, conclusions, and
20 recommendations and forward the report to the Dean, and to the faculty member.
21

22 E. The Chair of the peer observation committee, the committee members, and the
23 Dean shall meet with the faculty member to discuss the peer observation.
24

25 1. In the event that the report from the peer observation committee stipulates
26 concerns or issues needing to be addressed, the Dean, the committee chair
27 and faculty will discuss the issue(s) and determine what, if any, further
28 action should be recommended.
29

30 2. The faculty member being evaluated is entitled to submit a response to the
31 Dean, which is included in the report to the Vice President of Instruction
32 and Student Services.
33

34 F. Faculty Portfolio: The faculty portfolio will be developed by the faculty member
35 being evaluated and will address areas of teaching and activities that are evidence
36 of growth and contribution as mutually agreed between the faculty member and
37 Vice President of Instruction and Student Services. The Vice President of
38 Instruction and Student Services with input from Faculty Senate, will determine the
39 portfolio requirements. The Faculty Portfolio is to be submitted to the Dean in
40 accordance with the timeline provided to the faculty member as set forth in the
41 Evaluation Handbook. The Faculty Portfolio will be returned to the faculty member
42 when the evaluation process is completed.
43

44 G. Administrative Evaluation:
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1. In addition to the peer observation, each non-tenured faculty member shall be separately evaluated annually by the Dean or other designated administrator. Each tenured faculty will be evaluated by the Dean on a three-year cycle.
2. Each faculty member will receive a copy of the administrative evaluation in a timely manner.
3. Following completion of the peer observation process (required for tenure track faculty, optional for tenured faculty), the Dean will prepare and submit a written administrative report, with recommendations, to the Vice President of Instruction and Student Services. The Administrative Evaluation shall encompass all areas of the faculty member’s performance, both academic and non-academic, as set forth in 16.2, and will include information from the peer observation. A copy of the Peer Observation Summary will be attached to the Administrative Evaluation as well as any faculty response to their Peer Observation Summary.
4. An administrative review committee will meet to discuss the faculty member’s administrative evaluation. This committee will consist of the Vice President of Instruction and Student Services and the Dean.
5. Student Rating of Instruction:
 - a. Student rating of instruction shall be done at the end of each term for at least two courses a faculty member teaches.
 - b. Questionnaire development: The evaluation including the questionnaire questions and overall format of the instrument, including any revisions or modifications, must be developed by a joint committee consisting of 2 faculty and 2 administrators including the Vice President of Instruction and Student Services or designee. Each term that student ratings of instruction are conducted for an instructor, all of the courses that the instructor teaches will be evaluated. Faculty members are appointed to the committee by the Faculty Senate. Faculty Senate appointees will seek consultation with Faculty Senate on the development of the rating of instruction instrument. Faculty Senate Chair and Vice President of Instruction and Student Services will review and approve final rating of instruction prior to implementation. Revisions to the student ratings of instruction instrument may be requested by either administration or Faculty Senate on an annual basis. Changes should only be made on an annual basis prior to fall term so students respond to the same questions set for the academic year.

- c. Access to evaluation data: Each faculty member will have timely access to student ratings for their classes that are evaluated. The Office of Instruction will have access to student ratings of instruction for archiving and for use in the evaluation process.

16.5 Evaluation Process for Tenured Faculty

- A. Report of Yearly Service for tenured faculty: For the two years of the three-year evaluation cycle that does not require a formal evaluation, tenured faculty member shall submit a Report of Yearly Service to the Dean. The Dean will submit the report to the Vice President of Instruction and Student Services.
- B. Each tenured faculty shall be scheduled on a three-year cycle and will meet with their Dean to review the self-assessment and classroom observation, and peer observation process, (if used). The lack of an evaluation shall not be used to deny an employee any benefit, monetary or non-monetary, to which that employee would have otherwise been entitled.

Each faculty member will receive a copy of the administrative evaluation in a timely manner.

Following completion of the evaluation process the appropriate dean will prepare and submit a written administrative report, with recommendations, to the Vice President of Instruction and Student Services, The Administrative Evaluation shall encompass all areas of the faculty member’s performance, both academic and non-academic, as set forth in 16.2, and will include information from the peer observation. A copy of the Peer Observation Summary will be attached to the Administrative Evaluation as well as any faculty response to their Peer Observation Summary.

An administrative review committee will meet to discuss the faculty member’s administrative evaluation. This committee will consist of the Vice President of Instruction and Student Services and the Dean.

The Tenured Peer Observation shall be optional and conducted on the third year of the cycle for tenured faculty using the process outlined in this article.

16.6 Evaluation Results and Ramifications for Tenured Faculty and Non-Tenured Faculty:

Where deficiencies in a faculty member’s performance are identified, the faculty member is responsible for correcting the deficiencies, and the College will provide reasonable development opportunities and resources. When necessary, the Vice President of Instruction and Student Services can initiate an improvement plan, as outlined in Section 16.7. Improvement plans shall not be initiated as a disciplinary step.

1 16.7 Improvement Plan. During an evaluation cycle, if the College and peer review
2 committee determines that the performance of an employee warrants additional remedial
3 action, an improvement plan will be developed to provide an opportunity and support
4 for the employee to improve their performance. The improvement plan will include:
5

- 6 A. Measurable outcomes of improvement;
- 7 B. Reasonable timelines for success and a date for completion;
- 8 C. List of types of assistance that will be provided by the College;
- 9 D. Support and direction by the immediate supervisor; and
- 10 E. A reasonable schedule of meetings with the peer review committees, appropriate
11 dean, and union representative (if requested) with written progress reports.
12

13 Following complete implementation of the improvement plan, the employee's
14 supervisor shall prepare a summary of performance and a recommendation regarding
15 retention (for probationary faculty only), which shall be placed in the employee's
16 personnel file. Completed improvement plans, or summary plans for tenured faculty
17 will not be placed in the employee's personnel file. Probationary employees may not
18 be non-renewed for concerns being addressed in a current improvement plan.
19

20 16.8 Evaluation Handbook. The Southwestern Oregon Community College faculty evaluation
21 (tenure track and tenured evaluation) processes are the product of a collaborative
22 faculty/administration effort. It is in the joint collegial interest of both the faculty and
23 administration to develop and maintain the highest reasonable evaluation standard, which
24 will result from the continuing collaboration of both parties in the ongoing evolution of
25 the evaluation and developmental standards and processes. Therefore, the College and
26 the Faculty Senate have produced an Evaluation Handbook, which is limited to clarifying
27 statements of the evaluation process, forms, checklists, and instructions. The College and
28 Faculty Senate will regularly review this Handbook and solicit suggestions for its
29 improvement. Any proposed changes to the Handbook will be submitted to the Senate
30 and faculty labor relations representative for timely review for conformance with the
31 CBA.
32

33 **ARTICLE 17 - DISCIPLINE AND DISCHARGE**

34
35 17.1 Discipline or Discharge of Tenured Faculty: The Employer agrees that tenured faculty
36 members shall only be disciplined or discharged for just cause. Also, a faculty member
37 can be terminated as set forth in Article 31, Reduction in Force and Recall, as a result of
38 financial exigency, declining enrollments, program reduction, or program termination.
39

40 17.2 Discipline or Discharge of Probationary, Visiting, or Lecturer Faculty: Probationary,
41 visiting, or lecturer faculty as set forth in Article 2, Definitions, may be disciplined or
42 discharged at any time at the discretion of the Employer. Further, their discipline or discharge
43 shall not be subject to Article 32, Grievance Procedure, unless the Federation can prove that
44 the Employer was arbitrary or discriminatory in the exercise of this discretion including, if
45 applicable, the evaluation process set forth in Article 16, Evaluation.
46

1 17.3 Discipline Notices: Disciplinary notices shall be acknowledged, signed and dated by the
2 faculty member. The signed faculty member's acknowledgment does not necessarily mean
3 that they agree with the issued discipline. Within thirty (30) calendar days after the faculty
4 member's signed acknowledgment, the faculty member reserves the right to include in the file
5 a written response to such material placed in the file, and this response shall be attached to the
6 material in question.

7
8 17.4 The employer, the faculty, and the union will encourage the use of informal resolution,
9 including the use of an improvement plan, when addressing concerns that may not warrant
10 disciplinary procedures.

11 **ARTICLE 18 - PERSONNEL FILES**

12
13
14 18.1 Maintenance of Personnel Files: The Employer agrees to separately maintain personnel
15 and medical files and records in accordance with state and federal laws. The Employer
16 agrees to maintain confidential medical information in accordance with the Americans with
17 Disabilities Act and HIPAA Privacy Act and agrees to maintain any other confidential
18 information as required by any other statute requiring maintenance of confidential
19 information.

20
21 18.2 Disclosure of Information: The Employer agrees to only disclose information contained in
22 personnel files as allowed or required by state and federal law or as authorized by the
23 employee or as may be necessary to evaluate personnel decisions.

24
25 18.3 Review of Personnel Files: Each faculty member shall have the right, upon request, to
26 review the contents of their own personnel file. The College shall have a representative
27 present to ensure the integrity of the file's contents. In the event that a faculty member
28 requests a copy of their personnel file more than once in a twelve (12) month period,
29 excluding any new materials that have been added to the file since the last request, the
30 Employer may, at its discretion, charge in accordance with Board policy.

31
32 18.4 Representation: A Federation representative chosen by the faculty member may, upon the
33 faculty member's written authorization, review a faculty member's personnel file and/or
34 accompany the faculty member in this review.

35
36 18.5 Discipline and Performance Appraisals: Disciplinary notice, performance appraisal
37 (faculty evaluation summary), or other similar material that is likely to have an adverse
38 effect on a faculty member's reputation or employment status shall be acknowledged,
39 signed and dated by the faculty member. If an employee refuses to sign a document the
40 College administrator will record the employee's refusal and sign it in his or her place.
41 Within thirty (30) calendar days after the faculty member's signed acknowledgement, the
42 faculty member reserves the right to include in the file a written response to such material
43 placed in the file, and this response shall be attached to the material in question.

44

1 18.6 Faculty's Insertions into File: The faculty member shall have the right to include in the file
2 any material or information considered relevant to that faculty member's professional
3 career.

4
5 18.7 Release of Material: Excluding internal personnel administration applications, material in
6 the personnel file can only be released with the permission of the faculty member and in
7 accordance with state and federal law.
8
9

10 **ARTICLE 19 - INSURANCE COVERAGE**

11
12 19.1 The Employer shall pay all long-term disability, life and AD&D insurance premiums for
13 eligible faculty members, in accordance with the Employer's OEBC insurance policy in
14 effect as of October 1, 2018.
15

16 19.2 The Employer shall contribute to employer sponsored health plan(s) for eligible full-time
17 faculty the following amounts:
18

19 A. July 1, 2019 through September 30, 2019, the College will pay a monthly
20 contribution toward Medical, Dental, and Vision premiums as follows:

- 21 Employee only contribution is \$687.59
- 22 Employee + Spouse contribution is \$1448.35
- 23 Employee + Child contribution is \$1331.20
- 24 Family contribution is \$1950.99

25
26 For those faculty that choose the Evergreen Plan (former Plan H) with a Health
27 Savings Account (HSA), the employer contribution is as follows:
28

	Premium	HSA	Total
Employee only contribution is	\$554.26	\$133.33	\$687.59
Employee + Spouse contribution is	\$1181.68	\$266.67	\$1448.35
Employee + Child contribution is	\$1064.53	\$266.67	\$1331.20
Family contribution is	\$1684.32	\$266.67	\$1950.99

29
30 Health Savings Account deposits will be conducted on a biannual basis in October
31 and April of each plan year. A faculty member with an emergent need may contact
32 Human Resources to have funds deposited outside of the deposit schedule noted
33 above.
34

35 Effective October 1, 2024 through June 30, 2028, should the deductible for the
36 Evergreen or equivalent plan (HSA) increase, the employer shall contribute the
37 amount of the increase to all eligible faculty members with Health Savings

Accounts (HSAs), but maximum monthly contributions by the College to employee sponsored health plans will remain unchanged. If the employer is already making the maximum monthly contribution, the HSA contribution will increase and the premium will decrease. HSA contributions made by the employer will never exceed maximum monthly contributions by the employer.

B. The College will increase its contributions toward medical, dental, and vision premiums over the previous plan year’s premiums effective October 1, 2024 through September 30, 2025; October 1, 2025 through September 30, 2026; October 1, 2026 through September 30, 2027; and October 1, 2027 through June 30, 2028; as follows:

Based on Average Percent Increase in Health Insurance Plan Premiums				
College will pay the first 6%				
Eligible faculty members will pay the increase above 6% and less than or equal to 10%				
Eligible faculty members and College will equally share the increase (50-50) above 10% and less than or equal to 15%				
Article 19 Sections 1, 2, and 3 of the CBA will be opened to discuss the increase above 15%				
	Example 1	Example 2	Example 3	Example 4
Example Premium Increases	3%	8.8%	14%	17%
College will pay the first 6%	3%	6%	6%	6%
Eligible faculty members will pay the increase above 6% and less than or equal to 10%	-	2.8%	4%	4%
Eligible faculty members and College will equally share the increase (50-50) above 10% and less than or equal to 15%	-	-	2% each	2.5% each
Article 19 Sections 1, and 2 of the CBA are opened to discuss the increase above 15%	-	-	-	Article 19 Opens

19.3 Insurance Parity: The Employer recognizes the importance of health insurance parity to the faculty at Southwestern Oregon Community College. It is the desire of the Employer that SWOCC Faculty receive health insurance offerings and monthly contributions comparable to that of other employee groups on campus, i.e., Classified and MASSC.

19.4 Employee Contributions: Through a payroll deduction the faculty member shall contribute the employee’s portion of the premiums for medical, vision, dental, and orthodontia insurance coverage. Employees opting to decline healthcare coverage by signing the

1 appropriate Employer prepared waiver form shall not be subject to an employee
2 contribution and shall not receive any additional compensation by declining healthcare
3 coverage.
4

5 19.5 125 Plan: The Employer shall implement an IRS Section 125 plan, without cost to the
6 faculty member, for faculty member contributions as set forth in 19.2.
7

8 19.6 The Employer retains the right to change the Plan benefits, insurance carriers, and/or
9 administrators as long as it provides benefits comparable to the current healthcare plan.
10

11 19.7 Cost Effective Measures: For all employees, the Employer may institute cost effective
12 measures for health insurance, provided the benefits level for employees is not substantially
13 decreased.
14

15 **ARTICLE 20 - SICK LEAVE**

16
17 20.1. Sick Leave: Sick leave for faculty members shall accumulate for an unlimited number of
18 days and shall accumulate at the rate of ten (10) days per academic year or one (1) day per
19 month employed, whichever is greater. Unlimited sick leave accumulation shall be
20 retroactive to the initial hiring of the faculty member at the College.
21

22 20.2 Eligibility for Sick Leave Benefits: To be eligible for accrued sick leave benefits for a
23 workday, the faculty member shall make a reasonable attempt to notify the Office of
24 Instruction before or at the beginning of each workday, unless otherwise directed by the
25 supervisor.
26

27 20.3 Use of Sick Leave Benefits:
28

29 A. Sick leave benefits may be used when the faculty member is absent due to an on or
30 off-the-job illness or injury or when the faculty member is absent to attend to an ill or
31 injured member of the faculty member's immediate family. For the purpose of this
32 Section immediate family shall mean spouse, domestic partner regardless of sex, the
33 faculty member's and spouse's parent, brother, sister, grandparent, child, step-child,
34 step-parent, son-in-law, daughter-in-law, or grandchild, provided the above individual
35 resides in and is an integral part of the faculty member's household. Sick leave may
36 also be used for parental leave if the faculty member qualifies for a leave of absence
37 under the Oregon Family Leave Act.
38

39 B. Faculty member may only use accrued sick leave benefits.
40

41 C. Faculty members shall, in accordance with 20.3A, use sick leave in one (1) hour
42 increments, depending on their scheduled activities for the day of the absence, as
43 follows:
44

45 For the purpose of this Section scheduled activities shall be defined to include
46 scheduled classes, final exams, advising appointments, committee and/or

1 evaluation meetings, in-service, graduation ceremonies, office hours, and approved
2 travel.

3
4 D. The Employer shall maintain a system that will ensure accurate accounting of sick
5 leave.

6
7 E. The Employer reserves the right to require a physician's statement verifying an
8 illness or injury, including the faculty member's inability to work and their fitness to
9 return to work when:

10 1. A faculty member has been absent for three (3) or more consecutive working
11 days.

12
13 2. The faculty member has been absent for twenty percent (20%) or more
14 working days in a monthly pay period.

15
16 3. The faculty member has incurred an on-the-job injury or illness;

17
18 4. The Employer reasonably determines that a physician's statement is necessary
19 to determine that the faculty member can adequately or safely perform their
20 job.

21
22 5. In accordance with federal or state family leave laws if the reason for the
23 absence is a qualifying reason under either law.

24
25 F. Faculty members, upon termination of employment regardless of circumstances,
26 shall have unused accumulated sick leave days reported to P.E.R.S. with applicable
27 Administrative Board Policies and state laws.

28 **ARTICLE 21 - BEREAVEMENT LEAVE**

29
30
31 21.1 Bereavement Leave: The Board shall allow a faculty member up to three (3) working days
32 off with pay after the death of a member of the immediate family.

33
34 A. At the faculty member's request, an additional seven (7) working days off may be
35 scheduled through the Office of Instruction. These days shall be deducted from
36 accumulated sick leave days.

37
38 B. For the purpose of this Section, immediate family shall mean spouse, domestic
39 partner regardless of sex, the faculty member's and spouse's parent, brother, sister,
40 grandparent, child, step-child, step-parent, son-in-law, daughter-in-law, or
41 grandchild, or an individual who resides in and is an integral part of the faculty
42 member's household.

43
44 C. Any additional time off may be arranged through the College President.

45 **ARTICLE 22 - LEAVES WITH PAY**

1
2 22.1 Civic Leave: Faculty members shall receive time off with pay for required appearances in
3 court or hearings resulting from a call to jury duty or subpoena to appear to testify where
4 the faculty member is not personally involved in the action as the plaintiff, the defendant,
5 or the object of the investigation. Any remuneration received for such appearances held on
6 a workday, less travel costs, shall be endorsed to the Employer.
7

8 22.2 Personal Leave: Each faculty member shall receive twenty-four (24) hours of personal
9 leave at the beginning of each academic year. Personal leave not used within that same
10 academic year will be lost. The faculty member must give the College forty-eight (48)
11 hours advance notice, when possible, before taking personal leave, but is not required to
12 divulge the personal reason(s) necessitating the leave request.
13

14 Faculty members shall use personal leave in increments of one hour. Amount of leave may
15 vary depending on their scheduled activities for the day of the absence.
16

17 For the purpose of this Section, scheduled activities shall be defined to include scheduled
18 classes, final exams, advising appointments, committee and/or evaluation meetings, in-
19 service, graduation ceremonies, office hours, and approved travel.
20

21 22.3 Effect of Leaves on Faculty Status: Unless otherwise stated, faculty members who avail
22 themselves to leaves in this Section shall not lose such time as credit for regular service for
23 the purpose of advancement on the salary schedule or accrual of benefits.
24

25 22.4 Sabbatical Leave-Regulations and Procedures:
26

27 A. Purpose: The purpose of sabbatical leave is to provide eligible faculty members,
28 including counselors and librarians with an opportunity for professional growth and
29 development thereby substantially enhancing their future service to the College.
30 Sabbatical leave includes activities for intellectual refreshment and professional
31 growth and development by study, research, travel, or other creative activities. The
32 ultimate objective for granting sabbatical leave is for the improvement of service
33 to Southwestern Oregon Community College. The sabbatical leave is not an earned
34 right but a privilege granted at the discretion of the Board of Education.
35

36 General Guidelines for Sabbaticals:
37

- 38 1. The applicant's proposal shall be of value to self, department and the
39 College.
- 40
- 41 2. The applicant's proposal shall describe how the proposed project supports
42 course or program outcomes relevant to the faculty member's teaching
43 assignment.
- 44 3. The applicant's proposal shall be focused and definitive.
45

46 B. Eligibility:

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1. First Eligibility: After six (6) academic years of continuous service as a fulltime member of the faculty, a faculty member may request a sabbatical leave, not to exceed one year. Faculty members continue to remain eligible for sabbatical leave even though they do not apply for sabbatical leave when first eligible for the leave.

2. Subsequent Eligibility: Faculty members are eligible for a second sabbatical leave, and succeeding leaves thereafter, after six (6) academic years of continuous service has elapsed since a previous sabbatical leave was granted.

3. Exceptions to Eligibility:
 - a. Lecturer faculty are not eligible for sabbatical leave, nor shall years of service as a lecturer faculty member count toward years of continuous service for the purpose of Section B1 or B2 except when the years of lecturer service have been counted toward tenure as specifically set forth in Article 2.10C.

 - b. As a rule, only one sabbatical leave from a division may be granted in any one year. When more than one request from any department is made, preference will be given based on merit of the application as determined by the Employer. Where merit of the applications is equal as determined by the Employer, the applicant with the greatest seniority shall be given preference.

C. Types of Leave: Eligible faculty members may apply for one of the following types of leaves:

1. Ten-Month Faculty:
 - a. One academic year (three terms) on one-half salary;

 - b. Two-thirds of an academic year (two terms) on three-fourths salary;

 - c. One-third of an academic year (one term) on full salary. Eligible faculty members who are normally on a ten-month appointment may, at the sole discretion of the Employer, be employed for one year on a twelve-month appointment and they may be granted a sabbatical leave during any one term, provided they agree to take an additional one-term leave in another academic year at their own expense.

2. Twelve-Month Faculty:

- 1 a. One year or twelve months, on one-half salary;
2
3 b. Two-thirds of a year, or eight months, on three-fourths salary;
4
5 c. One-third of a year, or four months, on full salary. (Except in
6 unusual circumstances, this type of leave will be limited to those
7 who find it difficult, because of their professional assignment, to
8 be away from their work over a longer period).
9

10 D. Application Procedure:

- 11
12 1. Application Form: Faculty Members requesting sabbatical leave must
13 complete the Application for Sabbatical Leave Form set forth in Appendix
14 C.
15
16 2. Time Line for Submission and Approval: Applications for Sabbatical Leave
17 Forms must be submitted through the Director and/or Dean/Supervisor to
18 the appropriate dean prior to February 1 in order to be reviewed by the
19 Screening Committee for Sabbatical Leaves not later than February 15,
20 prior to the academic year during for which the proposed leave is to begin.
21 The Applications, together with the Committee's recommendations and
22 certification of eligibility by Human Resources, will be forwarded to the
23 President not later than March 1. The Applicants will be notified, in writing,
24 of the President's and Board of Education's decision within seven (7)
25 working days of the regular March Board of Education meeting. In special
26 circumstances, sabbatical leave requests may be considered outside of this
27 timetable. The Board's decision regarding sabbatical leaves may be:
28 approved, disapproved, or approved conditionally. Faculty members who
29 have applied for admission to a college or university for study, or who have
30 applied for a scholarship, fellowship, grant-in-aid, or other similar
31 assistance but who have not been notified of their acceptance prior to the
32 deadline set for action by the screening committee, President, and/or Board
33 of Education may be approved conditionally for sabbatical leave.
34

35 E. Screening Committee Members: The Sabbatical Review Committee comprised of
36 six (6) members shall be appointed. Three (3) persons shall be appointed by the
37 Faculty Senate Staff Development Committee and three (3) persons by the College.
38

39 F. Evaluation of Applications: The Screening Committee will evaluate applications
40 and recommend action to the Vice President of Instruction and Student Services
41 prior to the March meeting of the Board. The Committee's evaluation and
42 recommendation will be based solely on the merit of the application as it applies to
43 the purpose of sabbatical leave stated in Section A, Purpose.
44

45 G. Approval or Disapproval: The Employer reserves the sole right to grant or deny
46 sabbatical leave to faculty members. The exercise of this discretion shall not be

1 subject to the grievance procedure unless the Federation can prove that the
2 Employer was arbitrary or discriminatory in the exercise of this discretion. In no
3 event may an arbitrator substitute their judgment for the judgment of the Employer.
4 All sabbatical application forms submitted for review shall be clearly marked
5 “approved” or “disapproved” and placed in the requestor’s personnel file. A copy
6 of the marked request form shall be returned to the requestor in accordance with
7 Article 22.4D (2).
8

9 H. Special Appointment Arrangement: To ensure the interests of the College, the
10 faculty member will enter into a special, written appointment arrangement with the
11 College at the time sabbatical leave is granted. The written appointment
12 arrangement, to be written by Chief Human Resources Officer upon consultation
13 with the Vice President of Instruction and Student Services and the faculty member
14 to take sabbatical leave, shall specify, at a minimum, the following and shall be
15 signed by the faculty member and the Vice President of Instruction and Student
16 Services and be placed in the faculty member’s personnel file prior to the
17 commencement of the sabbatical leave:
18

- 19 1. The date the sabbatical leave will commence;
- 20 2. The date the faculty member will return to service;
- 21 3. The terms of compensation; and
- 22 4. A statement indemnifying the College for any salary paid to the faculty
23 member during the period of sabbatical leave in the event the faculty
24 member fails to return to the College and fulfill the obligations set forth in
25 Section K, Faculty Member’s Obligation.
- 26 5. A faculty member who fails or refuses to sign the agreement within 7 days
27 of receiving it will lose entitlement to the leave. The leave may then be
28 offered to another applicant.
29

30 I. Compensation: All sabbatical leave payments shall be paid on the regular monthly
31 payroll cycle.
32

- 33 1. Full-Year Leaves: Full-year leaves shall be paid at one-half (1/2) the faculty
34 member’s salary. Prorated salary payments will be made in twelve equal
35 monthly installments for full-year leaves.
- 36 2. Less than Full-Year Leaves: Prorated salary payments for less than full
37 year leaves will be prorated during the period of the leave, in accordance
38 with Article 22.4C, Types of Leaves.
- 39 3. A Southwestern Oregon Community College employee who is granted
40 sabbatical leave shall receive, when sabbatical leave salary is computed,
41 such automatic changes in salary rating as would have been received had
42 they remained in active service except that salary increases for positive
43
44
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46

1 evaluations shall not be granted if the faculty member was not evaluated
2 due to being on sabbatical leave. In such cases, the faculty member's
3 evaluation rotation cycle shall be adjusted and the faculty member will be
4 rescheduled for evaluation.
5

6 J. Additional Compensation: In addition to sabbatical leave pay, the faculty member
7 may accept a scholarship, fellowship, grant-in-aid, or other similar assistance, but
8 may not accept compensation for employment that when added to their sabbatical
9 leave payments equals an amount greater than that which they would have received
10 had they not been on sabbatical leave.
11

12 K. Faculty Member's Obligation:

13
14 1. Return to Service: Failure of a faculty member to return to the College and
15 to teach at least two (2) years immediately following their sabbatical leave
16 or failure to satisfactorily complete their scheduled program of study and/or
17 travel shall result in repayment to the College for the contribution that was
18 made during the sabbatical unless such failure is due to the faculty
19 member's death or physical or mental disability certified by a licensed
20 physician. The faculty member shall sign a repayment agreement prior to
21 taking leave.
22

23 2. Written Report: Not later than sixty (60) calendar days after returning to
24 active service in the College, the faculty member who has taken sabbatical
25 leave will file with the Office of Instruction and with the President a written
26 report giving evidence that the program of study or travel agreed upon has
27 been carried out. The report will include information regarding how the
28 sabbatical will impact the faculty member's service to the College and to
29 student success. For travel sabbaticals, the faculty member will outline in
30 the report specific actions they will take to incorporate their course of study
31 in their teaching or service to the College. The President will arrange for the
32 faculty member to make an oral presentation of the report to the Board of
33 Education. A copy of the written report will be placed in the faculty
34 member's personnel file and should be included in the next subsequent
35 presentation of the faculty member's portfolio after the sabbatical is
36 complete.
37

38 L. Status: A faculty member granted a sabbatical leave shall be permitted to return to
39 employment in the College with the same salary status which they would have
40 enjoyed had they been teaching and in a comparable position. Faculty members that
41 take sabbatical shall be eligible for a step increase. Time spent in sabbatical leave
42 shall be counted toward years of service for early retirement.
43

44 M. Professional Study or Travel Considerations:
45

- 1 A. Faculty members shall be granted leave for the period they are unable to perform
2 their regular job or other available duties offered by the Employer due to an on-the-
3 job injury or illness in accordance with applicable law.
4
- 5 B. Faculty members off work on work-related injuries or illnesses are required to keep
6 the Employer apprised weekly of their anticipated date of return to work and any
7 changes in their medical condition. The Employer may require written certification
8 regarding the nature, extent, duration and other conditions for the leave from the
9 attending physician. Independent medical opinions may be required by the
10 Employer or insurance provider as permitted by law. Such leave shall not count as
11 regular service for the purpose of receiving step increases or accrual of benefits or
12 seniority.
13
- 14 C. Faculty members who are absent from work due to on-the-job injuries or illnesses
15 are eligible to receive workers' compensation benefits.
16
- 17 D. In order to have reinstatement rights, a faculty member returning from an on-the-
18 job injury or illness must request reinstatement within seven (7) calendar days of
19 the date they receive notice from the Employer's insurance provider that their
20 attending physician released them to return to work. A request for reinstatement
21 must be submitted in writing. Faculty members who make timely requests for
22 reinstatement will be reinstated to their former position, upon written verification
23 by the attending physician that the faculty member is able to perform the duties of
24 their position and further provided that their position exists. In the event their
25 former position no longer exists, the faculty member shall be reinstated to the next
26 available and suitable position in accordance with applicable law.
27

28 23.4 Domestic Violence Leave and Accommodation:
29

- 30 A. Domestic Violence Leave and Accommodation shall be granted consistent with
31 applicable laws.
32

33 23.5 Family Medical Leave, Parental, or Pregnancy Leave (Oregon Family Leave Act (OFLA)
34 and Family Medical Leave Act (FMLA)):
35

- 36 A. Family Medical Leaves, Parental or Pregnancy Leaves shall be granted consistent
37 with applicable laws and Employer policies. For more information faculty members
38 should contact Human Resources or see the following websites www.dol.gov or
39 www.oregon.gov.
40

41 23.6 Leaves for Other Reasons:
42

- 43 A. The Employer may grant a faculty member's request for leave of absence without
44 pay for the purpose of study, research, travel, recovery of physical or mental health
45 when a faculty member's health or physical condition makes it impossible for the
46 faculty member to properly discharge their duties, and such other leave as the

1 Employer may deem in the best interest of the College, subject to the needs of the
2 Employer.

3
4 B. Reduced Workload: Regular bargaining unit members are eligible for a reduced
5 workload assignment. To be eligible for a reduced workload the employee must be
6 able to show a compelling reason for the reduction. A request for a reduced
7 workload shall be submitted in writing to the appropriate dean a full quarter before
8 the preceding quarter(s) for which the reduction applies. The request shall include
9 the reason for the reduction as well as the teaching schedule that would be in effect
10 during the reduction. The minimum part-time employment that can be requested
11 will be at least 50% of their 10-, 11-, or 12-month appointment. The extent of the
12 request cannot be longer than one academic year. If the reduction is requested
13 beyond one academic year the employee must submit another request. The request
14 will then be considered by the appropriate dean, the Vice President of Instruction
15 and Student Services and the President.

16
17 C. The Employer shall not unreasonably deny a faculty member's leave of absence
18 request as set forth in this Section. Such leaves shall not count as regular service
19 for the purpose of advancement on the salary schedule or accrual of benefits. The
20 terms and conditions of a leave of absence without pay shall be mutually agreed to
21 in writing prior to granting the leave.

22
23 **ARTICLE 24 – HOLIDAYS**

24
25 24.1 Faculty Members on Ten (10) Month Appointments: Faculty members on a regular ten
26 (10) month appointment shall receive time off with pay on the following holidays: Martin
27 Luther King Day, President's Day, Memorial Day, Veterans Day, Thanksgiving Day, the
28 Friday following Thanksgiving, and New Year's Day.

29
30
31 24.2 Faculty Members on Eleven (11) or Twelve (12) Month Appointments: Faculty members
32 on eleven (11) or twelve (12)-month appointments shall receive time off with pay, if
33 applicable to their appointment period, for those holidays set forth in 24.1 and for the
34 following holidays: Independence Day, Labor Day, Christmas Day, and the day before
35 Christmas.

36
37 24.3 Holiday Observance: Holidays shall be observed in accordance with the instructional
38 calendar of the College.

39
40 **ARTICLE 25 – VACATIONS**

41
42 25.1 Accrual: Faculty members employed on a 12-month appointment shall accrue paid
43 vacations on the basis that the annual accrual shall be 160 hours per fiscal year. The
44 maximum accrual shall be 320 hours.

1 25.2 Vacation Utilization: Vacation time shall partially be utilized during periods of time
2 between terms. As long as it is not disruptive to the operations of the College, faculty
3 members shall be allowed to be gone from their positions on consecutive working days for
4 the duration of their vacation.
5

6 25.3 Vacation Pay on Termination of Employment: Faculty terminating employment shall be
7 paid a lump sum for all accrued, but unused vacation leave up to a maximum of 160 hours.
8

9 25.4 Faculty members employed on ten (10) or eleven (11) month appointments are ineligible
10 for vacation accrual.
11

12 **ARTICLE 26 –TUITION**

13
14 26.1 Tuition Benefit: Faculty members may enroll in any SWOCC courses (see exception). The
15 Employer will waive tuition, class and registration fees each term. Exception: Tuition and
16 fees for non-SWOCC online courses, Enterprise account courses, self-supporting courses,
17 and third-party fees are not covered.
18

19 26.2 Spouse/Dependent Waivers: Faculty members’ spouses and dependent children as defined
20 in I.R.S. Code and Regulations shall be permitted to enroll in SWOCC courses (see
21 exception) with tuition, and class and registration fees waived by the Employer, provided
22 the faculty member submits any required dependent forms in a timely manner. The faculty
23 member shall be financially responsible for all costs incurred by their spouse or dependent
24 children for enrolling in courses at the College. Exception: Tuition and fees for non-
25 SWOCC online courses, Enterprise account courses, self-supporting courses, and third-
26 party fees are not covered.
27

28 26.3 Bookstore: All faculty members, their spouse and dependent children as defined in I.R.S.
29 Code and Regulations shall be granted the opportunity to purchase specified professional
30 books and supplies at a twenty percent (20%) discount at the College bookstore.
31

32 26.4 Admission to College Functions: All faculty members’ spouses and dependent children as
33 defined in I.R.S. Code and Regulations shall be admitted free of charge to all College
34 functions except the following:
35

36 A. Functions that are self-supporting and/or jointly sponsored by the College and
37 another entity, or
38

39 B. Functions at the Performing Arts Center, unless specifically waived by the College.
40

41 **ARTICLE 27 - CONFERENCE AND TRAVEL**

42
43 27.1 Staff Development: Faculty members may be reimbursed for the costs of attending staff
44 development activities directly related to their teaching assignments, subject to budget
45 limitations and the determination by the Employer that such attendance serves the best

1 interests of the District. In the event that reimbursement is granted, such reimbursement
2 shall be consistent with district-wide policy for member staff development.
3

- 4 27.2 Employer Assigned Travel: In accordance with Administrative and Board Policies, Faculty
5 shall be reimbursed for travel assigned by the Employer. Reimbursement for meals and
6 lodging shall be consistent with the Board approved per diem. The Employer shall pay the
7 costs of previously approved commercial transportation. Use of personal vehicles shall be
8 reimbursed as set forth APP 7075 Staff Travel.
9

10
11 **ARTICLE 28 – EARLY RETIREMENT POLICY**
12

- 13 28.1 The Employer reserves the right to establish, revise, or discontinue its early retirement
14 policy without negotiations with the Federation. It is understood that any retirement policy
15 established or revised by the Employer shall apply equally to all employees of the College.
16 Lecturer faculty are not eligible to apply for early retirement.
17

18 **ARTICLE 29 – FACULTY INVOLVEMENT IN RECRUITMENT AND SELECTION**
19

- 20 29.1 Faculty Involvement: It is agreed that faculty involvement in the selection process is
21 desirable to the institution. Lecturer Faculty are covered by the terms of this Article;
22 however, they shall not be assigned to screening committees.
23
24
25 29.2 Screening Committees: Selection of faculty members shall be made only after candidates
26 have been interviewed by a screening committee composed of a majority of faculty.
27
28 29.3 Screening Committee Recommendations: The Vice President of Instruction and Student
29 Services shall consider the recommendations of the screening committee in making a
30 recommendation to the President.
31
32 29.4 Faculty Involvement in Selection of Administrators: In addition, it is agreed that screening
33 committees including faculty members shall be utilized to assist the Employer in the
34 evaluation and selection of administrative candidates.
35

36 **ARTICLE 30 - BUDGET DEVELOPMENT**
37

- 38 30.1 Faculty Participation: The Employer agrees that faculty members shall be allowed to
39 participate in the development of the College budget through the appropriate administrative
40 channels.
41
42 30.2 Draft of Budget: The final draft of the budget will be provided to the Federation ten (10)
43 calendar days prior to its submission to the District Budget Committee.
44

1 30.3 Income and Expense Reports: Monthly reports of expenditures and income will be
2 prepared for Board approval and will be made available to all faculty members or other
3 interested persons following the Board meeting.
4
5

6 **ARTICLE 31 - REDUCTION IN FORCE AND RECALL**

7

8 31.1 Definitions:

9

- 10 A. Reduction in Force: A reduction in force shall be defined as a position(s) being
11 laid off as determined by the Employer. However, a reduction in force shall not
12 include a reduction in work hours for all or some of the faculty members.
13
- 14 B. Qualifications: Qualification shall be defined to include, but are not limited to the
15 required qualification standards, preferred qualification standards, and required
16 knowledge, skills and abilities as specified in the current position description;
17 education; experience; evaluations; licensure and certification and/or prior
18 discipline, if any.
19

20 31.2 Application:

21

- 22 A. In the event that the Employer determines a reduction in force to be necessary, the
23 President shall develop an overall plan of reduction which best protects the
24 instructional capacity and flexibility required to maintain the highest quality of
25 education possible for college students. This plan shall contain:
26 1. a justification for reduction in force including Program Viability and
27 Program Review data and analysis;
28
29 2. an identification of all positions affected; and
30
31 3. all intended reassignments of faculty members' duties. Where possible, the
32 principle of seniority will be followed, provided qualifications as defined in
33 31.1B are equal.
34
- 35 B. The Employer shall be the sole judge of the faculty member's qualifications to
36 perform the required work, except the decision shall not be arbitrary or
37 discriminatory.
38
- 39 C. Before implementing a reduction in staff, the Employer agrees to make every
40 reasonable effort to reassign staff through retirements, reassignments, leaves or
41 other types of normal attritions. Reassignments can occur for the faculty member(s)
42 to another vacant position in the institution for which the individual is qualified as
43 defined in 31.1.B. Prior to the layoff or reduction of any employee covered by this
44 Agreement, administration shall eliminate all voluntary overload for full-time
45 faculty then part-time faculty positions held by MASSC, classified and part-time

1 faculty respectively to courses which the full-time faculty member is competent to
2 fill in any department pursuant to the qualifications of this provision.

3
4 D. In the event reassignment cannot be made, faculty members affected by reduction
5 in staff shall have recall rights for two (2) years. Such recall rights shall apply to
6 both full-time and part-time faculty vacancies for which they are qualified, which
7 may occur during the recall rights period and shall include ten (10) calendar days
8 for which the faculty member may accept or decline the recall offer.

9
10 1. If a laid off faculty member rejects a recall offer for a full-time faculty
11 position with equal or greater salary; that member's recall rights shall be
12 terminated (Article 32.1.E).

13
14 2. If a laid off faculty member rejects a recall offer for a part-time faculty
15 position, the rejection of such opportunity shall not modify the faculty
16 member's right to recall within the two-year period.

17
18 3. In the event of recall, affected faculty shall be recalled in the inverse order
19 of being laid off, provided they possess the necessary qualifications to
20 perform the assignment to which they are being recalled.

21
22 31.3 Notice:

23
24 A. Meeting With the Federation: The President shall present their overall plan for
25 reduction in force to the Federation in a confidential meeting.

26
27 B. Meeting with Affected Employees: After the meeting with the Federation, the
28 President will meet with affected employees to notify the employees of the
29 reduction in force.

30
31 1. Tenured faculty members identified for layoff will be provided as much
32 notice as is practical under the circumstances but advance written notice
33 shall not be less than one hundred (100) calendar days before the layoff
34 shall become effective.

35
36 2. Non-tenured, visiting, and/or lecturer faculty members identified for layoff
37 will be provided as much notice as is practical under the circumstances but
38 advance written notice shall not be less than sixty (60) calendar days
39 before the layoff shall become effective.

40
41 C. Alternative Plan: Within thirty (30) days from the Federation's meeting with the
42 President, the Federation may present an alternative method of reduction to the
43 Board for consideration. The Board of Education in its role as appointing authority
44 shall make the final determination of the layoff plan within thirty (30) calendar days
45 from the Federation's submission. Decisions by the Board shall not be subject to
46 Article 32, Grievance Procedure.

1 **ARTICLE 32 – TERMINATION OF SENIORITY AND EMPLOYMENT**

- 2
- 3 32.1 Termination of Seniority and Employment: A faculty member’s seniority and employment
- 4 in the bargaining unit may be terminated for any one (1) of the following reasons:
- 5
- 6 A. Discharge for cause;
- 7
- 8 B. Resignation;
- 9
- 10 C. Layoff in excess of twenty-four months (24);
- 11
- 12 D. Employment in a position with the employer but outside the bargaining unit for
- 13 longer than twelve (12) months;
- 14
- 15 E. Rejecting a recall offer or job assignment in accordance with Article 31.2.D.1.
- 16
- 17 F. Violating the terms of the leaves set forth in Articles 20, 21, 22, and 23;
- 18
- 19 G. Retiring; or
- 20
- 21 H. Failing to notify the employer as soon as possible of the receipt of a doctor’s release
- 22 for work. Except for employees on pregnancy leave as set forth in Article 23.4,
- 23 faculty members shall have three (3) workdays following receipt of the release to
- 24 notify the Employer of their availability for work and faculty members who are
- 25 eligible for on-the-job disability leave as set forth in Article 23.2 shall have seven
- 26 (7) calendar days following receipt of the release for work to notify the Employer
- 27 of their availability for work.
- 28

29 **ARTICLE 33 - GRIEVANCE PROCEDURE**

- 30
- 31 33.1. Purpose: It is the declared objective of the Employer and the Federation to encourage the
- 32 prompt resolution of all grievances as defined in 33.2. Accordingly, this grievance
- 33 procedure is established to provide an orderly and expeditious procedure for such grievance
- 34 resolution.
- 35
- 36 33.2 Definition: A grievance is hereby defined as an alleged violation of the terms of this
- 37 Agreement by the Employer.
- 38
- 39 33.3 Filing of Grievances: A grievance may be filed by a faculty member, group of faculty
- 40 members, or the Federation. An individual faculty member or group of faculty members
- 41 shall have the right to present grievances and to have such grievances adjusted without the
- 42 intervention of the Federation, as long as the adjustment is not inconsistent with the terms
- 43 of this Agreement. A faculty member may elect to have a representative of the Federation
- 44 present at such meeting.
- 45

1 33.4 Informal: An attempt should be made to satisfactorily resolve the grievance through informal
2 meetings and discussion beginning at the lowest possible level of administrative organization
3 that has the authority to resolve the grievance. In the event of a resolution, and if requested
4 by either the faculty member or the supervisor, such resolution shall be reduced to writing and
5 forwarded to the Vice President of Instruction and Student Services prior to it becoming
6 binding. Although a failure to utilize the informal process shall not deem the grievance
7 untimely, should the employee elect to utilize the formal grievance procedure they shall be
8 required to file the grievance in a timely manner as set forth in 33.5.
9

10 33.5 Formal: If the grievance is not satisfactorily resolved through informal means or in cases
11 concerning the discharging of employees, the grievance shall be reduced to writing within
12 twenty (20) working days of the date the grievant knew or should have known of the alleged
13 violation. The written grievance shall include a concise and factual summary of the
14 allegations, including the date of the occurrence, reference to the specific contract provisions
15 in dispute, and the remedy sought. The written grievance shall be sent or delivered to the Vice
16 President of Instruction and Student Services. The following procedure shall be used to
17 resolve the grievance:
18

19 Step I: Within ten (10) working days of receipt of the written grievance, and at a mutually
20 agreeable time, the Vice President of Instruction and Student Services shall meet with the
21 grievant and/or Federation representative to discuss the grievance. For the purpose of this
22 Article, working days shall be defined as Monday through and including Friday, excluding
23 contractually recognized holidays. In such cases, the Vice President of Instruction and
24 Student Services shall respond to the grievance in writing within ten (10) working days of the
25 meeting.
26

27 Step II: If there is no satisfactory resolution of the grievance within ten (10) working days
28 of receipt of the Step I response, the grievant will notify the Vice President of Instruction
29 and Student Services and President that the grievance is being advanced to Step II. At a
30 mutually agreeable date and time, within ten (10) working days of the Step II notice, the
31 Federation shall meet and attempt to resolve the grievance with the College President or
32 designee. The College President or designee shall respond to an employee or Federation
33 grievance in writing within ten (10) working days after the next regularly scheduled meeting
34 of the Board of Education but not to exceed twenty (20) working days from the date of the
35 meeting with the College President or designee giving specific reasons for a decision.
36

37 Step III: If there is no satisfactory resolution for the grievance, the Federation within ten (10)
38 working days of receipt of the College President's response may appeal the decision to
39 arbitration. First consideration would be filing a request to the State of Oregon Employee
40 Relations Board (ERB). If necessary, a second consideration to the American Arbitration
41 Association via certified mail with a return receipt for a list of seven (7) proposed arbitrators,
42 with a copy to the Vice President of Instruction and Student Services. It is the intention of
43 both parties that selection of an arbitrator shall occur within thirty (30) working days of
44 receiving the list of arbitrators. In the event the parties are unable to agree on an arbitrator,
45 the Employer and the Federation shall alternately strike from the list one name at a time, until
46 only one name remains on the list. The arbitrator remaining on the list shall be accepted by

1 both parties, and a hearing on the grievance shall be scheduled and conducted in accordance
2 with the Voluntary Rules of the American Arbitration Association.

3
4 33.6 Arbitrator's Jurisdiction: Jurisdiction of the arbitrator is limited to grievances which
5 involve an alleged violation of a specific section or provision of this Agreement; and which
6 are presented to the other party in writing during the term of this Agreement and which are
7 processed in the manner and within the time limits herein provided.

8
9 33.7 Arbitrator's Judgment: The arbitrator shall have no power to modify, add to, subtract from,
10 change or amend any term or condition of this Agreement or render an award which is in
11 conflict with the provisions of this Agreement.

12
13 33.8 Arbitrator's Fees and Expenses: The fees and expenses of the arbitrator shall be paid by
14 the losing party as determined by the arbitrator. The decision of the arbitrator shall be final
15 and binding on the Employer, the Federation and the employees affected, consistent with
16 the terms of this Agreement.

17
18 33.9 Notification and Time Limits: The grieving party may choose to drop the grievance at any
19 step in this process by notification to the other party or by not taking action to pursue the
20 matter to the next higher level within the time limits set out in the procedure. If the non-
21 grieving party fails to meet the timetable in the process, the grievance shall be deemed denied
22 and the grieving party may pursue the matter to the next higher step. However, if the
23 grievance is not appealed to the next step within the specified time limits set forth in this
24 Article, the grievance shall be deemed denied on the basis of the non-grieving party's
25 response. Both parties may mutually agree to extend the time limits of the grievance process.

26
27 33.10 Arbitrator's Award: The arbitrator shall render his award within thirty (30) calendar days
28 after the close of the hearing or the submission of any written briefs presented by the
29 parties, whichever is later.

30
31 33.11 Rights and Obligations: The Employer shall not be required or obligated under the terms
32 of this Agreement or otherwise to submit to arbitration any claim or cause of action which
33 it may have or assert on account of any alleged violation of this Agreement. The Employer
34 shall have the right to sue at law or in equity in any court of competent jurisdiction, Federal
35 or State, to enforce this Agreement and to recover for any breach or violation of this
36 Agreement.

37
38 **ARTICLE 34 – UNPROTECTED STRIKE ACTIVITIES AND LOCKOUTS**

39
40 34.1 No Strikes: The Federation agrees that there will be no work stoppages or interruptions of
41 regularly assigned duties, in violation of Oregon Revised Statutes, during the term of this
42 Agreement. Any employee participating in any work stoppage or interruption of work in
43 violation of Oregon Revised Statutes, shall be subject to discipline as determined by the
44 Employer, irrespective of the discipline, if any, imposed upon other employees. However,
45 the Employer shall not exercise a disciplinary right in an arbitrary or capricious manner.

46
47 34.2 No Lockouts: The Board of Education agrees not to lock out employees during the term of
48 this Agreement.

1
2
3 **ARTICLE 35 – SCOPE OF AGREEMENT**

4 35.1 Scope of Agreement: This Agreement constitutes the negotiated agreements between the
5 Employer and the Federation and supersedes any previous agreements or understandings
6 whether oral or written which are contrary or inconsistent with the terms of this Agreement.

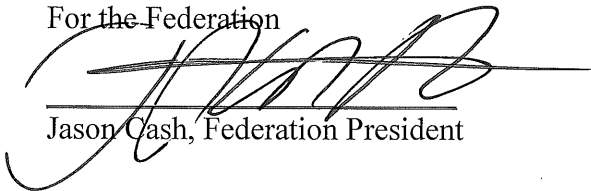
7 35.2 Entire Agreement: In the event that any provision or provisions of this Agreement are or
8 shall at any time be determined to be contrary to law, all other provisions of this Agreement
9 shall continue in effect. In addition, the parties agree to enter into negotiations for the
10 revision of the Agreement with respect to any item that becomes invalid or contrary to law.

11 35.3 Waiver of Rights: The parties acknowledge that each has had the unlimited right and
12 opportunity to make demands and proposals with respect to any matter deemed a proper
13 subject for negotiations. The results of the exercise of that right and opportunity are set
14 forth in this Agreement. Except as specifically stated in this Agreement, the Employer and
15 the Federation, for the duration of this Agreement, each voluntarily and unqualifiedly agree
16 to waive the right to oblige the other party to negotiate with respect to any subject or matter
17 covered or not covered in this Agreement unless mutually agreed or otherwise.
18
19
20

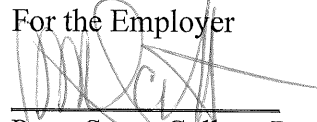
21 **ARTICLE 36 – DURATION**

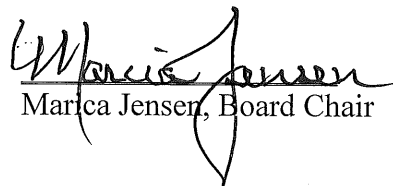
22
23 36.1 Duration: This Agreement shall remain in full force and effect from July 1, 2024 through
24 June 30, 2028.
25

26
27 For the Federation

28 
29
30 Jason Cash, Federation President

For the Employer


31
32 Patty Scott, College President


33
34 Marica Jensen, Board Chair
35

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3

APPENDIX A
Full Time Faculty Salary Schedule for 24-25, 25-26, 26-27 and 27-28

Step	23-24 for historical purposes only	24-25	25-26	26-27	27-28
1	46500	48011	49572	51183	52846
2	48500	50011	51572	53183	54846
3	50500	52011	53572	55183	56846
4	52500	54011	55572	57183	58846
5	54500	56011	57572	59183	60846
6	56500	58011	59572	61183	62846
7	58500	60011	61572	63183	64846
8	60500	62011	63572	65183	66846
9	62500	64011	65572	67183	68846
10	64500	66011	67572	69183	70846
11	66500	68011	69572	71183	72846
12	68500	70011	71572	73183	74846
13	70500	72011	73572	75183	76846
14	72500	74011	75572	77183	78846
15	74500	76011	77572	79183	80846
16	76500	78011	79572	81183	82846
17	78500	80011	81572	83183	84846
18	80500	82011	83572	85183	86846
19	82500	84011	85572	87183	88846
20	84500	86011	87572	89183	90846
21	86500	88011	89572	91183	92846
22	88500	90011	91572	93183	94846
23	90500	92011	93572	95183	96846

1 **APPENDIX B**
2 **Application for Faculty Sabbatical Leave**

3
4 Name: _____ Date of Hire: _____

5
6 Date of Application: _____

7
8 Current Position: 10 Month 11 Month 12 Month

9
10 Have you been employed as a full-time faculty for six (6) consecutive academic years?
11 Yes No

12
13 Dates of Proposed Leave: From _____ To _____

14
15 Length and Type of Leave: *See Article 22.4C for more information about types of leave*

16 One academic year (3 terms or 12 months) @ ½ salary

17 2/3 academic year (2 terms or 8 months) @ ¾ salary

18 1/3 academic year (1 term or 4 months) @ full salary

19
20 10-month faculty only:

21 I request to be employed on a 12-month appointment and take a one-term sabbatical leave on
22 the condition that I take an additional one-term leave in another academic year at my own
23 expense.

24
25 Please complete the following for your sabbatical request.

26
27 Title of Proposal: _____

- 28
29 1. Give a narrative explaining the type, scope, and objectives of the project as well as the
30 means of completion and time-line (two page maximum).
31
32 2. Explain the value of the project to specific aspects of your professional development
33 goals (1 page maximum)
34
35 3. Explain why the project is of a scale that warrants a sabbatical leave as opposed to a
36 project that might be undertaken in the summer.
37
38 4. Briefly describe your follow-through on previous projects such as sabbaticals, grants
39 (internal and external), fellowships, service-learning projects, commission/committee
40 leadership, etc.
41
42 5. After discussing with your Dean, please describe your recommendations for covering
43 courses, taking care of advisees, and other departmental obligations.
44

- 1 6. Attach an updated C.V. and copies of your two most recent Reports of Yearly Service
 2 (ROYs).
- 3 7. Attach supporting documents that might strengthen or better convey your readiness to
 4 undertake the sabbatical project. This might include letters indicating support from any
 5 external sites or individuals upon whom the research or project depends, evidence of
 6 preparatory research, or other work that indicates investment in and preparedness to
 7 undertake the proposed project. A good proposal demonstrates the worthiness of the project,
 8 the applicant's readiness to complete the project, and the value of the project to SWOCC. If
 9 the sabbatical includes travel, please also include a formal plan of study and proposed
 10 itinerary for the travel.

11
 12 **APPLICANT SIGNATURE**

13
 14 I believe that I am eligible to apply for Sabbatical Leave. The information contained in this
 15 application is accurate and true to the best of my knowledge. I agree to abide by the conditions
 16 of Sabbatical Leaves as outlined in the Faculty Collective Bargaining Agreement and agree to
 17 enter into a written appointment agreement prior to beginning my leave, if approved, and I agree
 18 to fulfill the obligations set forth in the Bargaining Agreement and in the written appointment
 19 agreement. I understand that failure to fulfill my obligations may result in a forfeiture of salary.
 20
 21

22
 23 _____
 24 Signature of Applicant Date

25 **APPROVAL/SIGNATURES**

26
 27 **Human Resources** verification of eligibility: Meets eligibility
 28
 29 Does not meet eligibility
 30

31 Date Received by Vice President of Instruction and Student Services: _____
 32

33 Screening Committee Recommend Approval Recommend Denial
 34

35 Comments:
 36

37 Instruction: Recommend Approval Recommend Denial
 38

39 Comments:
 40

41 President: Recommend Approval Recommend Denial
 42

43 Comments:
 44

45 Board of Education: Recommend Approval Recommend Denial
 46

46 Comments:
 47

OUTCOME

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Sabbatical Leave request is:

Approved as requested

Denied

Approved conditionally

Explanation of denial or conditional approval:

Date filed in personnel file:

APPENDIX C

Payment for Course and Program Development

Payment for Course Development

Faculty will be compensated for any new course development whether face-to-face or online for courses that administration has requested or new courses that faculty have discussed with and gotten approval for development from their Dean of Instruction.

First time conversion of a face-to-face course to an online format will also be compensated. Development of the following items for both face-to-face and online courses constitute a fully developed course that will be compensated:

- a) Course Outline
- b) Syllabus
- c) Unit plans and outcomes
- d) Unit assessments and related rubrics
- e) Unit assignments
- f) Identified textbook or OER materials

Courses should be sufficiently developed that they could be handed to another faculty member to teach. Development of online courses will only be compensated once the course has been peer-reviewed using a Quality Matters rubric and any necessary revisions have been completed.

New courses will be compensated at the rate of \$600 per course.

Inactivated courses that have been inactive for three or more years will be treated as new courses.

Faculty, in agreement with their Dean, can choose reassigned time to develop courses in lieu of the \$600 stipend.

Course materials developed and paid for via stipend become the property of the College.

Payment for Program Development

Faculty will be compensated for program development for programs that are requested by administration for development or that faculty request approval for from administration.

A fully developed program will include the following:

- a) New program form
- b) LMI information
- c) Any related certificates of completion and all associated new program forms for the certificates.
- d) Any new course outlines necessary for the program.

New programs will be compensated at the rate of \$600 per program.

New programs that are articulated AS degrees or are closely related to existing programs will be developed as part of a full-time faculty's regular duties and will not be compensated at the above rate; however, faculty can request release time for program development.