

Central Oregon Community College
Exempt Employee Professional Development
Memorandum of Agreement

This Agreement, made and entered into this ____ day of _____, 20____, by and between Central Oregon Community College (hereinafter referred to as COCC and College), acting by and through the COCC President, and _____, (hereinafter described as Employee).

This agreement is for the approved professional development application for:

in the amount of _____, and for the time period of _____ to _____.

Terms of Service for Sabbatical Leave and Long Term Professional Development

Therefore in consideration of the agreement set forth hereinafter, the Parties agree as follows:

1. College hereby approves Employee for sabbatical set forth above.
2. That the Employee will engage in activities during Professional Development which will result in benefits to the College as set forth in the approved professional development application. The College will support the Employee as identified in the Exempt Employee Professional Development policy.
3. In the event the Employee fails to fulfill the stipulations of the Professional Development Policy, the College will exercise its right for repayment as set forth herein.
4. If the President of the College determines services of the Employee is needed and the Employee must return to campus, no repayment will be required.
5. In the event the Employee terminates employment at COCC, due to resignation or involuntary termination, before the required service as referenced below, the Employee will be responsible for repayment of salary and benefits, any other compensation, and expenditures paid by the College for any approved sabbatical leave or long term professional development set forth in the following repayment plan:

Repayment Plan for Sabbatical Leave and Long Term Professional Development:

Duration of Leave	Required Service from Employee Upon Return	Repayment to College if Employee leaves COCC employment prior to 12 months
Max. 9 months	12 months	0 to 4 months fulfilled, repay full amount 5 to 9 months fulfilled, repay 50% of amount

6. Repayment terms will be arranged with Human Resources, Payroll and the Employee.
7. College agrees that death or disability of the employees removes repayment obligations from the Employee and his/her estate.
8. If the Employee's position is eliminated because of reduction in force or restructuring which eliminates the position, no repayment will be required by the College.

9. If any arbitration, suit or action is instituted to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive attorney fees and cost incurred in suit or action and if any appeal is taken from a decision, reasonable attorney fees as determined on appeal.
10. Any action or proceeding seeking to enforce any provision of or based on any right arising out of this Agreement will be brought against any of the Parties in Deschutes County Circuit Court of the State of Oregon.

IN WITNESS WHEREOF the College and the Employee have executed this Agreement the day and year first above written:

CENTRAL ORGEON COMMUNITY COLLEGE

EMPLOYEE

/s/ _____

/s/ _____

By: _____

Print Name: _____

Its: President or designee

Date: _____

Date: _____