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**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE YOSEMITE COMMUNITY COLLEGE DISTRICT  
TO THE YOSEMITE FACULTY ASSOCIATION  
November 17, 2023**

15 This Memorandum of Understanding (“MOU”) between the Yosemite Community College District and  
16 the Yosemite Faculty Association is expressly made pursuant to the Education Employment Relations  
17 Act and the Collective Bargaining Agreement between the parties. The purpose of this MOU is to  
18 implement the provisions of Article 16 regarding the placement of part-time faculty while the parties  
19 are negotiating the successor 2023-2026 Collective Bargaining Agreement. The following MOU is  
20 intended to apply only to the issues set forth below. All other provisions of the Collective Bargaining  
21 Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually  
22 agreed.

23 YFA and the District are parties to a collective bargaining agreement which expires on June 30,  
24 2023. The parties are further engaged in collective bargaining negotiations toward a new successor  
25 collective bargaining agreement, which will commence July 1, 2023. Based on the foregoing, the  
26 parties agree that the following will go into effect until the successor agreement is finalized and  
27 approved:

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**ARTICLE 16  
PART-TIME/OVERLOAD SALARY PLACEMENT AND ADVANCEMENT**

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**16.1 Part-time /Overload Salary Schedule Terms, ~~and~~ Conditions, and Definitions**

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**16.1.1** There will be no salary differential between lab, ~~activity, and~~ lecture, ~~and noncredit~~  
classes taught by part-time faculty or full-time faculty as overload.

**16.1.2** Part-time/Overload assignments will be paid from the appropriate Part-Time/  
Overload Salary Schedule. The following placement and advancement terms  
and conditions apply:

**16.1.3** Part-time faculty members are not under a regular contract with the District.  
They are temporary employees per Education Code Section 87604.

**16.2 Initial Placement**

**16.2.1** Part-time Faculty: Salary schedule step and column placement shall be  
determined following the guidelines for initial placement of full-time faculty in  
Article 15.1 up to a maximum of Step 10.  
An instructor part-time faculty member not under regular contract with the  
Yosemite Community College District teaching employed for a full semester will  
be placed on the part-time hourly salary schedule based on earned collegiate  
units and prior teaching or directly related experience in fields with state or  
national licensing or certification and ongoing continuing education  
requirements ( maximum entry placement, of Step 10).

**16.2.2** ~~Tenured (regular), Contract (probationary) and Temporary (employed by~~  
~~contract)~~ Full-time Faculty: Salary schedule step and column placement shall be  
consistent with their regular certificated salary schedule placement, not to  
exceed Step 11.  
An instructor who has a regular full-time assignment with the Yosemite  
Community College District will be placed on the certificated overload hourly

54 ~~salary schedule consistent with regular certificated salary schedule placement,~~  
55 ~~not to exceed Step 10 (Step 10 for regular academic year, Step 13 for summer~~  
56 ~~school).~~

57  
58 16.3 Step Advancement

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60 16.3.1 Part-time ~~Instructor employed to teach a full semester~~Faculty: Two years of  
61 service or completion of a minimum one-hundred-eighty (180) class hours (whichever  
62 occurs first) is required to move one step, up to a maximum of Step ~~10~~11.

63  
64 Eligible employees will qualify for no more than one step increment per two years (as  
65 defined).

66  
67 A year of service is defined as performing a faculty assignment within the one-  
68 year period starting at the beginning of the first term of the faculty member's  
69 service two semesters, not to include summer sessions. Hours in excess of the  
70 one-hundred-eighty (180) hour minimum shall not be applicable to the next step  
71 increment.

72  
73 Step advancements shall be effective with the start of the next semester of service,  
74 immediately following advancement eligibility.

75  
76 16.3.2 ~~Tenured (regular), Contract (probationary) and Temporary (employed by~~  
77 ~~contract or part-time)~~Full-time Faculty: Step Advances will occur at his regular  
78 rate on the certificated salary schedule up to a maximum of Step 10 or the  
79 highest step on the column in accordance with advancement on the full-time  
80 salary schedule, up to a maximum of Step 11.

81  
82 Note: ~~If the~~An instructor who leaves the program ~~but continues to gain teaching~~  
83 ~~experience at another institution, or in the case of the instructor in the~~  
84 ~~vocational program who continues to gain experience, he will be credited with~~  
85 ~~one year for each two years of additional experience, not to exceed and returns~~  
86 ~~may submit documentation of additional years of related service to reset their~~  
87 ~~initial step placement up to~~ Step 10. Column advancement depends upon the  
88 acquisition of additional collegiate units.

89  
90 16.4 Column Advancement

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92 Movement across columns is possible by completing additional academic units or  
93 equivalent experience. To guarantee that an applicant receives credit, prior approval  
94 must be obtained before beginning coursework or equivalent experience by  
95 completing the YCCDDistrict form "Request for Professional Improvement Activity"  
96 and by creating a Professional Improvement Proposal (Guidelines are available  
97 through Human Resources; See also APPENDIX A-4 and A-5).

98  
99 Professional Improvement Proposals for course work or activities completed during  
100 the academic year without prior approval may be submitted for approval in the month  
101 of April each year. This window of opportunity for post-approval will open April 1st and  
102 close April 30th of each year.

103  
104 Transcripts or a Post Activity Report (Guidelines are available through Human  
105 Resources) must be submitted to Human Resources no later than August 1st in order  
106 to receive unit credit for the upcoming academic year. Note: If a course you are  
107 attending for credit ends in August after the August 1st deadline, you must notify  
108 Human Resources by August 1st.

109  
110 The procedural steps, appeals process for an activity denial, the list of approved  
111 activities of Professional Improvement, and the conversion formulas for activities into  
112 course units are all located on the Human Resources website and can be found in  
113 APPENDIX A in the Faculty Contract.

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115 Yosemite Community College District

Yosemite Faculty Association

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117 *Henry C. V. Gong*

*Brian M. Greene*

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# MOU-Art-16-PT-Salary-Placement-2023-11-29

Final Audit Report

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