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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE YOSEMITE COMMUNITY COLLEGE DISTRICT
TO THE YOSEMITE FACULTY ASSOCIATION
February 5, 2024**

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

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

**ARTICLE 17:
PRE-RETIREE PRO-RATA SALARY WORKLOAD REDUCTION PROGRAM**

17.1 Faculty members may reduce their workloads up to 50% from full-time to part-time (faculty must maintain a workload of at least 50% while still maintaining other contractual obligations) if they meet the following criteria:

- **Be 55 or older prior to the start of the first academic year in which the workload is reduced.**
- **Have completed at least ten (10) years of prior credited service under the STRS Defined Benefits program with the District.**
- **Have been employed in a full-time faculty position to perform creditable service under the STRS Defined Benefits program continuously for each of the five (5) academic years immediately preceding the first year in which the member’s workload is reduced, without a break in service.**

17.2 Faculty shall receive the retirement service credit they would have received if they were employed on a full-time basis (100% load). Their retirement allowance, as well as any other benefits they are entitled to under the State Teachers Retirement System (STRS), shall be based upon the salary they would have received if employed on a full-time basis. In addition, the faculty member will continue to receive the same health benefits as a full-time employee. The maximum duration for this reduction program for any individual faculty member is ten (10) years.

17.3 Reduced workloads under this Article shall be in accordance with Education Code sections 87483 and 22713 and subject to CalSTRS guidelines. Should the most recent CalSTRS guidelines and this contract language conflict, the most current CalSTRS guidelines shall prevail as the authority. Should the applicable authority or CalSTRS guidelines change, this article will immediately be reopened for negotiations over any impacts and effects.

54 17.4 Faculty wishing to participate in the reduced workload program should submit their
55 intent to reduce workload notice by March 1st in advance of the Fall semester to
56 ensure timely processing.

57
58
59 17.1 The Board shall offer an annual employment contract to any regular faculty employee
60 who will become a retired faculty employee prior to the next academic year and is at
61 least 55 years of age and who has been employed by the District as a faculty
62 employee full time for at least ten years. Employment under this article shall
63 commence in the next academic year and shall be limited to a maximum of five years
64 of participation.

65
66 17.2 An eligible faculty employee may apply to receive an employment contract under this
67 article by submitting a written request to the College President with a copy to the
68 Division Dean or appropriate administrator as early as possible but no later than two
69 before the effective date of the employee's resignation from the District for the
70 purpose of retirement.

71
72 17.3 Notwithstanding the above, the Dean may decline to offer an initial contract under
73 this article to an otherwise qualified faculty employee if, in the judgment of the Dean,
74 the faculty employee cannot perform the principal duties of the assignment. This
75 judgment shall be based upon evaluation material, and other materials properly
76 included in the faculty employee's personnel file.

77
78 17.4 A retired faculty employee employed under this article shall, within the limits
79 established by the applicable retirement laws governing post-retirement service, up
80 to the STRS allowable maximum earnings limit at the time of retirement in accordance
81 with Section 14.5, be entitled to part-time employment during the academic year at the
82 appropriate pro rata share of the salary and load the employee was receiving during
83 the last academic year prior to retirement. The retired faculty employee shall possess
84 part-time status and be entitled only to non-cumulative fully paid sick leave and
85 personal necessity leave, each provided on a pro-rata basis.

86
87 17.4.1 Faculty employees retiring under this article shall be eligible to earn up to the
88 above specified limit which shall remain the limit for the duration of the faculty
89 employee's participation in the program. For example, a faculty employee
90 entering the program in 2009-10 could not earn more than \$27,940 for the first
91 and each subsequent year of participation, and the percentage of a full-time
92 load required for these maximum earnings, once initially calculated, would
93 remain unchanged for the duration of employment under this article. The
94 \$27,940 limitation shall be adjusted for future new entrants to the STRS
95 limitation in effect at the time of the faculty employee's entrance into this
96 program. Faculty need to be aware of possible penalties imposed by STRS if
97 earning more than this amount.

98
99 17.4.2 Faculty employees retiring under this article who are enrolled in PERS shall be
100 eligible to earn up to the above specified STRS limit or the PERS limit
101 whichever is less, consistent with the PERS retirement laws governing post-
102 retirement service.

103
104 17.5 A retired faculty employee employed under this article shall fulfill the appropriate pro
105 rata share of his or her professional duties, including, but not limited to teaching,
106 counseling, library services, advising, committee service, and all other instructional
107 or instructionally related assignments that would have been required had the
108 employee continued as a full-time employee. Depending on the needs of the division,

109 instructionally related assignments may include, but are not limited to, team (mentor)
110 teaching, mentoring, grant writing, evaluation of part-time faculty, service on a tenure
111 or hiring committee, and program support activities.

112
113 17.5.1 All faculty who are employed under this article shall fulfill their contracts
114 during the academic year, except for Counselors and Librarians who may fulfill
115 their contracts outside the normal service period which support the fall or
116 spring semesters.

117
118 17.5.2 Courses fulfilling the retired faculty load for this contract will be subject to
119 each college's cancellation policy (guidelines for low enrolled classes) in a
120 manner similar to an instructor with full-time status.

121
122 17.6 The services provided under this article shall be specified in a written Article 13.7
123 Annual Plan mutually agreed upon by the faculty employee and the Division Dean or
124 appropriate administrator. Each year the Article 14 faculty employee shall consult
125 with his or her Division Dean or appropriate administrator and work out such a
126 mutually agreeable written plan for the services he or she will perform during the
127 subsequent year of employment under this article. This plan shall specify the nature
128 of the service and the location within or outside the District where it is to be
129 performed and the times at which it will begin and be completed. It is the
130 responsibility of the retired faculty employee to file this completed plan with the Vice
131 President of Instruction at their respective college in accordance with the timelines
132 established below. Faculty will create a new Annual Plan for each year of
133 participation. This Annual Plan must be completed by March 1st of each academic
134 year.

135
136 17.6.1 A faculty employee who fails to file an Article 14 Annual Plan or fails to complete the
137 mutually agreed upon plan shall be dropped from the program.

138
139 17.6.2 Verified illness or injury which prevents the retired faculty employee from filing or
140 completing the plan shall not be cause for automatic dismissal from the program.

141
142 17.7 The duties that a retired faculty employee is assigned to perform under this article
143 shall usually be established by mutual consent between the retired faculty employee
144 and the Division Dean or appropriate administrator. However, the Board retains the
145 discretion to assign retired faculty employees to duties that are appropriate to the
146 program or staffing needs of the District. Notwithstanding Section 14.6, an
147 assignment is not considered available for the purposes of this article if, at any time
148 before the beginning of the semester or the beginning of the assignment, whichever
149 is later, the assignment is needed to fill the normal load of a regular faculty employee
150 or the assignment is cancelled. If an assignment is not available or is cancelled, a
151 good-faith effort will be made to find an alternative assignment consistent with this
152 agreement. Alternative assignments may include unassigned existing classes, newly
153 added classes, assignments in subsequent semesters, or duties that the Board
154 determines are appropriate to the program or staffing needs of the District.

155
156 17.8 Each department will schedule for Article 14 assignments as though the instructor is
157 a part-time faculty member. All attempts will be made to meet the faculty member's
158 needs for scheduling and course selection. Yet, program specific needs may take
159 precedence as determined by the Division Dean.

160
161 17.9 Provided the services performed under this article are satisfactory, an employment
162 contract issued under this article shall be renewed annually for a maximum of five

163 ~~years. At the conclusion of the maximum permissible years of service under this~~
164 ~~article, employment with the District may continue as part-time faculty.~~

165
166 ~~17.10 A retired faculty employee may be terminated if the President concludes that the~~
167 ~~retired faculty employee does not meet the standards of performance and academic~~
168 ~~excellence that are required of faculty employees by the District. The conclusion of~~
169 ~~the President shall be based upon:~~

170
171 ~~17.10.1 An official evaluation as defined in Article 6 completed by an appropriate~~
172 ~~dean as though the faculty member were a fulltime employee—every three~~
173 ~~years. The dean will address the professional duties outlined in the faculty's~~
174 ~~Annual Plan. The faculty is guaranteed the rights to evaluation and grievance~~
175 ~~identified in this contract.~~

176
177 ~~17.10.2 Either party may reopen this article at any time by providing the other party~~
178 ~~with a notice of intent to reopen.~~

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180 Yosemite Community Yosemite Faculty Association
181 College District

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183 *Henry C. V. Gong* *Brian M. Greene*
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MOU-Art-17-Pre-Retiree-Workload-Reduction-2024-02-05-emailed

Final Audit Report

2024-02-06

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