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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE YOSEMITE COMMUNITY COLLEGE DISTRICT
TO THE YOSEMITE FACULTY ASSOCIATION
August 21, 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 15 regarding the placement of faculty while the parties are
19 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 15:
FULL-TIME SALARY PLACEMENT AND ADVANCEMENT**

15.1 **Initial Placement on Salary Schedule (For Salary Schedules, see APPENDIX A)**

Newly hired fulltime faculty will be placed upon the salary schedule based upon the following criteria. All full-time faculty may request YFA representation to address concerns regarding initial placement.

15.1.12 Experience

- A. Teaching and Licensed Experience — Year for year up to a maximum of nine years of teaching or directly related experience in fields with state or national licensing or certification and ongoing continuing education requirements. Highest initial placement possible is Step 10 unless an existing YCCD part-time faculty member is already placed above Step 10 when hired full-time.
- B. Related experience — One-half year credit for each year, and a one-time credit, one year only, for supervisory experience.
- C. All previous employment must be verified by the employer. To verify self-employment, it will be necessary to submit IRS statements for the years in which the employment is claimed.

15.1.23 Academic Units

All units earned, with a grade of C or better, above the B.A.B. Degree, and those received within the B.A.B. considered graduate courses and so designated on the transcript of the awarding institution. Exception: Units that are clearly identified with church doctrine, and are clearly sectarian in nature, are not counted.

53 All units are counted as semester units. (Quarter units are converted to semester
54 units; i.e., one quarter unit is equal to 2/3 of a semester unit.)
55

56 Column placement on the salary schedule is determined by the exact number of
57 units completed and for which a transcript is on file. Unofficial transcripts are
58 acceptable in order to meet the deadline for the September payroll, but must be
59 followed by the official transcripts of the awarding institution.
60

61 Advanced degrees: To be placed in Columns I, II, III, IV, or V, the transcript or
62 diploma signifying the award of the degree must be on file in the Human Resources
63 Office. A letter from the awarding institution certifying completion of all
64 requirements for the degree is acceptable in order to meet the deadline for payroll.
65

- 66 15.1.**34** **Degrees:** Degrees applicable to salary schedule placement, advancement or
67 degree-related stipends shall be issued by an accredited institution. An accredited
68 institution shall be defined as one which has been accredited or is a recognized
69 candidate for accreditation by a regional accreditation agency.
70

71 In instances where the candidate for advancement, placement or degree-related
72 stipend does not possess a degree from such an institution, but feels special
73 circumstances exist, he/she may submit a request to the Vice President of
74 Instruction for a special review of his/her degree. Upon recommendation of the Vice
75 President of Instruction and approval of the Chancellor or his/her designee, such
76 special degree may be accepted in whole or in part for advancement, placement or
77 degree-related stipend.
78

- 79 15.1.**45** Vocational Placement: Faculty in vocational areas are placed on the salary
80 schedule according to experience and eligible academic units, if applicable.
81

82 Certain military experience, clearly related to the vocational program and
83 credential, will be counted.
84

85 All salary placements are geared to meeting minimum qualifications for faculty
86 established by the California Community Colleges Chancellor's Office. The
87 following rules apply:
88

89 M.S.—No experience necessary if degree is in subject matter.
90

91 B.S. or B.A. — 2 years vocational experience required. A.A.— 6 years
92 vocational experience required.
93

94 Years of vocational experience over and above those necessary for meeting
95 minimum qualification requirements may be substituted for units beyond the
96 Bachelor's degree at 6 units per year to a maximum of 24.
97

98 Any additional years of experience may be equated for step placement on the
99 schedule at one for one for first year (if supervisory) and at two for one for the
100 remaining years to a maximum of 10 steps on the salary schedule. Thereafter, a
101 step is given for each year of teaching to the maximum step of the applicable
102 column.
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108 15.2 **Step Advancement**

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110 Advancement is calculated on an annual basis and, if an instructor has taught in excess of a
111 sixty-seven (67) percent assignment for the year, one more step is added on to the ensuing
112 contract up to the maximum number of steps in the column.

113
114 After two consecutive academic years of service performed at or below a sixty-seven (67)
115 percent assignment, one more step should be added on to the ensuing contract up to the
116 maximum number of steps in the column.

117
118 **15.3- Column Advancement**

119
120 Movement across columns is possible by completing additional academic units or equivalent
121 experience. To guarantee that an applicant receives credit, prior approval must be obtained
122 before beginning coursework or equivalent experience by completing the YCCD form
123 "Request for Professional Improvement Activity" and by creating a Professional
124 Improvement Proposal (Guidelines are available through Human Resources; See also
125 APPENDIX A-4 and A-5). Professional Improvement Proposals for course work or activities
126 completed during the academic year without prior approval may be submitted for approval in
127 the month of April each year. This window of opportunity for post-approval will open April 1st
128 and close April 30th of each year.

129
130 Transcripts or a Post Activity Report (Guidelines are available through Human Resources)
131 must be submitted to Human Resources no later than August 1st in order to receive unit
132 credit for the upcoming academic year. Note: If a course you are attending for credit ends in
133 August after the August 1st deadline, you must notify Human Resources by August 1st.

134
135 The procedural steps, appeals process for an activity denial, the list of approved activities of
136 Professional Improvement, and the conversion formulas for activities into course units are all
137 located on the Human Resources website and can be found in APPENDIX A in the Faculty
138 Contract.

139
140 This Agreement The parties agree that the above terms shall be effective until such time as the
141 parties ratify and approve the 2023-2026 Successor Collective Bargaining Agreement.

142
143 This MOU is non-precedential, will not bind the Parties in any future action, whether under similar
144 circumstances or not, and cannot be introduced in any grievance, arbitration, complaint,
145 administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or
146 application of the collective bargaining agreement.

147
148 Yosemite Community
149 College District

Yosemite Faculty Association

150
151 *Henry C. V. Gong*

Brian M. Greene

Brian M. Greene (Aug 23, 2023 08:35 PDT)

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MOU-Art-15-FT-Salary-Placement-2023-08-21r

Final Audit Report

2023-08-23

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