



**Yosemite
Faculty
Association**

A Memorandum of Understanding Between YFA and YCCD:

As part of the 2008-2009 negotiation re-opener, YFA and YCCD agree to the following RETIREE PRO RATA SALARY PROGRAM language to be inserted into the YFA Faculty Contract under ARTICLE 13.7 and to take place beginning Fall 2009.

YFA President

YCCD Chancellor

Date

Date

13.7 RETIREE PRO RATA SALARY PROGRAM

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

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

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

13.7.4 A retired faculty employee employed under this article shall, within the limits established by the applicable retirement laws governing post-retirement service, up to the STRS allowable maximum earnings limit at the time of retirement in accordance with Section 13.7.5, be entitled to part-time employment during the academic year at the appropriate pro rata share of the salary and load the employee was receiving during the last academic year prior to retirement.

The retired faculty employee shall possess adjunct status and be entitled only to non-cumulative fully paid sick leave and personal necessity leave, each provided on a pro-rata basis.

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

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

13.7.5 A retired faculty employee employed under this article shall fulfill the appropriate pro rata share of his or her professional duties, including, but not limited to teaching, counseling, library services, advising, committee service, and all other instructional or instructionally related assignments that would have been required had the employee continued as a full-time employee. Depending on the needs of the division, instructionally related assignments may include, but are not limited to, team (mentor) teaching, mentoring, grant writing, evaluation of part-time faculty, service on a tenure or hiring committee, and program support activities.

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

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

13.7.6 The services provided under this article shall be specified in a written Article 13.7 Annual Plan mutually agreed upon by the faculty employee and the Division Dean or appropriate administrator. Each year the Article 13.7 faculty employee shall consult with his or her Division Dean or appropriate administrator and work out such a mutually agreeable written plan for the services he or she will perform during the subsequent year of employment under this article. This plan shall specify the nature of the service and the location within or outside the District

where it is to be performed and the times at which it will begin and be completed. It is the responsibility of the retired faculty employee to file this completed plan with the Vice President of Instruction at their respective college in accordance with the timelines established below. Faculty will create a new Annual Plan for each year of participation. This Annual Plan must be completed by March 1st of each academic year.

13.7.6.1 A faculty employee who fails to file an Article 13.7 Annual Plan or fails to complete the mutually agreed-upon plan shall be dropped from the program.

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

13.7.7 The duties that a retired faculty employee is assigned to perform under this article shall usually be established by mutual consent between the retired faculty employee and the Division Dean or appropriate administrator. However, the Board retains the discretion to assign retired faculty employees to duties that are appropriate to the program or staffing needs of the District. Notwithstanding Section 13.7.6, an assignment is not considered available for the purposes of this article if, at any time before the beginning of the semester or the beginning of the assignment, whichever is later, the assignment is needed to fill the normal load of a regular faculty employee or the assignment is cancelled. If an assignment is not available or is cancelled, a good-faith effort will be made to find an alternative assignment consistent with this agreement. Alternative assignments may include unassigned existing classes, newly added classes, assignments in subsequent semesters, or duties that the Board determines are appropriate to the program or staffing needs of the District.

13.7.8 Each department will schedule for Article 13.7 assignments as though the instructor is an adjunct faculty member. All attempts will be made to meet the faculty member's needs for scheduling and course selection. Yet, program specific needs may take precedence as determined by the Division Dean.

13.7.9 Provided the services performed under this article are satisfactory, an employment contract issued under this article shall be renewed annually for a maximum of five years. At the conclusion of the maximum permissible years of service under this article, employment with the District may continue as adjunct faculty.

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

13.7.10.1 An official evaluation as defined in Article 6 completed by an appropriate dean as though the faculty member were a fulltime employee---every three years. The dean will address the professional duties outlined in the faculty's Annual Plan. The

faculty is guaranteed the rights to evaluation and grievance identified in this contract.

13.7.11 Either party may reopen this article at any time by providing the other party with a notice of intent to reopen.

Signed MOU in YFA Office