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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION,
CTA/NEA**

**ARTICLE 14 – ASSIGNMENT, CONTRACT YEAR,
HOURS OF SERVICE, AND PROFESSIONAL DUTIES**

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ARTICLE 15 – WORKLOAD

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ARTICLE 27 – BENEFITS

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ARTICLE 30 – WAGES

&

ARTICLE 31 – RETIRED FACULTY BENEFITS

January 12, 2026

This Memorandum of Understanding is entered into between the South Orange County Community College District and the South Orange County Community College District Faculty Association, CTA/NEA (hereinafter referred to as the “Association”) and is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

The parties hereby agree to modify Article 14.2. of the collective bargaining agreement as follows:

[....]

14.2. Contract Year

A contract year for full-time faculty members shall be 178 duty days divided into the traditional fall and spring semesters as published in the Academic Calendar. **Faculty members in the School of Health and Wellness may be assigned to Nursing-related clinical assignments on days not included within the 178 instructional days as described in the Academic Calendar according to the provisions in §15.8 below. Such assignments will be voluntary for full-time faculty members.**

[....]

The parties hereby agree to modify Article 15.2.b.(4) of the collective bargaining agreement as follows:

[....]

- (4) Lecture, laboratory, practicum and tutorial loads will be 30-32 LHE per academic year, calculated according to the following ratios:

	Contact Hours	LHE for Load	<u>LHE for Pay</u>
Lecture	1	1	<u>1</u>
Laboratory	1	1	<u>1</u>
Practicum	1.2 (5/6)	1	<u>1</u>
Learning Center/Tutorial	2	1	<u>1</u>

Example: Digital Photography 5/6 (units lecture and/or lab + practicum/lab-per week)

3 Hours Lecture = 3 LHE
6 Hours Practicum = 5 LHE
9 Contact Hours Total = 8 LHE for load
8 LHE for pay

[....]

The parties hereby agree to modify Article 15.3.f. of the collective bargaining agreement as follows:

[....]

- f. Overload assignments will be calculated by the following ratios and compensated in accordance with the appropriate academic salary schedule:

	Contact Hours	LHE for Load	<u>LHE for Pay</u>
Lecture	1	1	<u>1</u>
Laboratory	1	1	<u>1</u>
Practicum	<u>1.2</u>	1	<u>1.2</u>
Learning Center/Tutorial	2	1	<u>1</u>

Example: Digital Photography 5/6 (units lecture and/or lab + practicum/lab-per week)

3 Hours Lecture = 3 LHE
6 Hours Practicum = 5 LHE
9 Contact Hours Total = 8 LHE for load
9 LHE for pay

[....]

The parties hereby agree to modify Article 15.4.i. of the collective bargaining agreement as follows:

[....]

- i. Part-time assignments will be calculated and compensated by the following ratio:

	Contact Hours	LHE for Load	<u>LHE for Pay</u>
Lecture	1	1	<u>1</u>
Laboratory	1	1	<u>1</u>
Practicum	<u>1.2</u>	1	<u>1.2</u>
Learning Center/Tutorial	2	1	<u>1</u>

Example: Digital Photography 5/6 (units lecture and/or lab + practicum/lab-per week)

3 Hours Lecture = 3 LHE

<u>6 Hours Practicum</u>	=	<u>5 LHE</u>
<u>9 Contact Hours Total</u>	=	<u>8 LHE for load</u>
		<u>9 LHE for pay</u>

[....]

The parties hereby agree to modify Article 15.4.f. of the collective bargaining agreement as follows:

[....]

15.4.f. Part-Time Workload

- f. A maximum assignment within the District for part-time faculty will be no more than sixty-seven percent (67%) of a an equivalent full-time faculty load or twenty (20) equivalent LHE per academic year and no more than eighty percent (80%) of a full-time faculty load or twelve (12) equivalent LHE in any given semester, so long as the annual load is no more than sixty-seven percent (67%) or twenty (20) LHE. (Educ. Code §87482.5)

Under exceptional circumstances, a part-time faculty member may be employed on a temporary basis at a level greater than 67% of a full-time faculty load (Educ. Code §87482). Any part-time faculty member employed for more than seventy-five percent (75%) of an equivalent full-time load, or eleven and one-quarter (11.25) LHE during a given semester will be entitled to full-time faculty benefits and paid for that semester according to the Full-time Academic Salary Schedule (Appendix A). For the purposes of this provision, a full-time regular load is defined as fifteen (15) LHE and may require from fifteen (15) to eighteen (18) contact hours, depending on the ratio of lecture and/or laboratory and practicum courses assigned, as defined in article 15.2.b(4). Therefore, a part-time faculty member assigned a more than a 67% full-time-equivalent load in a given semester (ten (10) LHE pursuant to section 15.4.i) may be assigned between ten (10) and thirteen-and-a-half (13.5) **contact hours**, depending on the ratio of lecture and/or laboratory and practicum courses assigned, without exceeding the 75% limit and without receiving pay based on the Full-time Academic Salary Schedule or receiving full-time faculty benefits.

For example, a part-time faculty member—

assigned more than 11.25 LHE in only laboratory and/or lecture courses (more than 75% of a full-time-equivalent load) would be paid from the Full-time Academic Salary Schedule and receive full-time benefits;

assigned 10 LHE in only practicum courses (**which would be 12 contact hours**) would be paid from the appropriate part-time faculty schedule and would not receive full-time faculty benefits;

assigned **10** LHE with **5** LHE in lecture/lab courses and **5** LHE in practicum courses (**which would be 11 contact hours**) would be paid from the appropriate part-time faculty schedule and would not receive full-time faculty benefits;

assigned **11.25 LHE** in only practicum courses (**which would be 13.5 contact hours**) would be paid from the appropriate part-time faculty schedule and would not receive full-time faculty benefits;

assigned 11.50 LHE with 8 LHE in lecture/lab courses and 3.5 LHE in practicum courses (which would be equivalent to 12.2 contact hours) would be paid from the Full-time Academic Salary Schedule and would receive full-time faculty benefits.

No part-time faculty member may be assigned a load greater than 67% of ~~the equivalent~~ full-time load for more than two semesters within a three-year period (Educ. Code §87482).

[....]

The parties hereby agree to create a new Article 15.8. and to renumber the existing sections of the collective bargaining agreement as follows:

[....]

15.8. Instructional Duties Performed on Non-instructional Days or Outside of the Workday for Nursing-related Clinical Assignments

Faculty members in the School of Health and Wellness assigned to Nursing-related clinical assignments on days not included within the 178 instructional days as described in the Academic Calendar, assigned to sections meeting on Saturdays, Sundays, or holidays as described in the Academic Calendar, or assigned to sections meeting between the hours of 10 p.m. and 7 a.m. will receive compensation as described in Appendix A-1 in addition to their normal salary. In accordance with section 14.2, such assignment will be voluntary for full-time faculty members.

15.~~98~~. Unpaid Work Exchange:

- a. Faculty members shall request an exchange in writing.
- b. The request must have written approval of both parties and the dean/academic administrator.
- c. The exchange is on an hour-for-hour basis and will be completed before the end of the following semester.
- d. A faculty member may participate in no more than four (4) unpaid exchanges for any one section during any academic year.
- e. Unpaid faculty exchanges will not affect regular compensation or leaves as described in Article 24, Leaves.

15.~~109~~. Compensated Duties Beyond Instructional Assignments

- a. Faculty members may accept additional duties and responsibilities in a specific activity including but not limited to chairing or coordinating.
- b. Forms of Compensation for Duties beyond Instructional Assignments

[....]

The parties hereby agree to modify Article 27.8. of the collective bargaining agreement as follows:

[...]

27.8. Long Term Care Insurance

For faculty members working seventy-five percent (75%) or more of a full-time faculty contract, the District shall pay the premium for long-term care insurance for bargaining unit members who were employed prior to December 31, 2025, and the parties agree to meet in February 2026 to negotiate the effects of changes in coverage. Should long term care insurance become no longer available or if the premium increase is above fifty percent (50%) in any one year, the parties agree to meet and negotiate any change in coverage. Coverage provided shall meet the specifications on file at the District Business Office.

[...]

The parties hereby agree to modify Article 30.4. of the collective bargaining agreement as follows:

[...]

30.4. Previous Experience Credit for Initial Step Placement

a. Instructional experience

At the time of initial employment, new full-time faculty members will be given schedule placement credit for full- and or part-time instruction, counseling, coaching, or librarian experience, whichever applies to the assignment. The experiences may be at any accredited high school (grades 9-12), college or university. Instructional experiences of the equivalent of thirty (30) LHE will equal one year of experience. Previous experience credit will be given as follows:

0-1 years of experience – placement on step 1

2 years of experience – placement on step 2

3 years of experience – placement on step 3

4 years of experience – placement on step 4

5 years of experience – placement on step 5

6 or more years of experience – placement on step 6

b. Non-instructional occupational experience

For purposes of calculating initial step placement in Section 30.4.a. above, at the time of initial employment, full-time faculty members may be awarded placement credit for non-instructional occupational experience provided that it directly relates to the District assignment. Credit granted will be at the rate of one year of credit for two years of related experiences. With the exception of the provision described in 30.4.c. below, n~~N~~o placement based upon any combination of past instructional experience and past non-instructional occupational experience will be higher than step 6 on the salary schedule. Credit for non-instructional and instructional experience may be earned simultaneously.

The new full-time faculty member will submit to Human Resources at least one of the following:

- (1) A completed Request for Verification of Work Experience Form (obtained from Human Resources) from each former employer; or
- (2) A letter on the employer's letterhead verifying work experiences and dates of employment; or
- (3) An IRS Form 1040 and Schedule C for self-employed experiences.

c. Exception to Initial Salary Placement

- (1) **New tenure-track faculty members previously tenured at another accredited college/university shall be placed into a column using current educational criteria.**
- (2) **If placement on that column results in lower annual compensation than that received from their current placement at the previous college/university, the new faculty member shall advance to the step within that column providing annual compensation as close as possible not less than the candidate's current salary level.**
- (3) **In no circumstance shall the new faculty member's initial placement exceed the column as determined by the candidate's educational level as described in section 30.3.**
- (4) **Movement to the next column can only be achieved by the attainment of additional education credits as described in section 30.5(b).**

[...]

In addition to the changes to the collective bargaining agreement, the parties hereby agree Modify Appendix A to show the hour off-schedule additional compensation rate for Nursing faculty members paid at the rate of \$16 per hour.

[...]

The parties hereby agree to modify Article 31.3. of the collective bargaining agreement as follows:

[...]

31.3. Health and Medical Benefits for Retirees

- a. To be eligible for health and medical benefits after retirement, the faculty member must retire in good standing. Specifically, a faculty member who retires or resigns after formal charges have been served by the District supporting termination of employment but prior to the conclusion of an evidentiary hearing is no longer eligible to receive retiree health and medical benefits. Should the faculty member proceed to an evidentiary hearing, the faculty member shall be put on paid administrative leave and retain health benefits throughout the evidentiary hearing and until a decision is rendered but shall lose all rights to those benefits should the

District prevail at the conclusion of the hearing. The faculty member in good standing shall concurrently retire from the District and STRS, and notify the District of their retirement from STRS by providing proof acceptable to the District of such retirement. If the retiree returns to active full-time service in a STRS or PERS contracting district/entity they shall notify the District and the applicable insurance plan administrator of such action, at which time the benefits for both the retiree and their dependents as described in this provision shall cease.

Nothing in Article 31.4.a (above) precludes the district from exercising its rights under Education Code 87735.

- b. Present medical, vision, and dental benefits for those retirees who were employed full-time by the District for ten (10) years immediately preceding the date of retirement and who have reached the age of fifty-five (55), and who meet the eligibility requirements described in section A above, and for the dependents of eligible retirees, shall continue under the same plan and conditions as active employees until the retiree reaches the age of Medicare eligibility.

c. Medicare Eligibility and Continuation of Benefits

- (1) The District will provide supplemental medical only coverage and the same District paid vision plan provided to active employees for the retired faculty member, provided the retiree has purchased the applicable Medicare Parts A, and B, and D coverage. The cost of Medicare Parts A, B, and D, along with any Income Related Monthly Adjustment Amount (IRMAA) or any other costs charged to the retiree by the federal government or any other governmental agency shall be the responsibility of the retiree and will not be borne by the District.

- (2) If the retiree has reached the age of Medicare eligibility but does not qualify for Medicare or refuses to sign-up for or pay for Medicare Parts A, B, and/or D, benefits for the retiree will continue only under the following circumstances:

- (a) The purchase of such coverage is permitted by the health carrier; and

- (b) The retiree pays the full cost of the medical insurance, including any penalty, fee or other cost imposed by the insurance carrier, and any IRMAA or any other costs charged by the federal government or any other governmental agency, if the retiree has not purchased Medicare A and B, and has not voluntarily signed up for Medicare Part D coverage. If the payment is not paid to the District within 45 days of written notification to the retiree, all retiree benefits (including the district paid vision plan) will be terminated.

- (3) If the retiree has reached the age of Medicare eligibility but a dependent has not reached such age, benefits for the dependent may continue under the following circumstances:

- (a) The purchase of such coverage is permitted by the health carrier;

- (b) The retiree has purchased Medicare Parts A and B, and has voluntarily signed up for Medicare Part D coverage, if eligible to purchase such coverage; and
- (c) The retiree pays an amount equal to the cost of the full-time faculty member health benefit package, less the District's cost of the supplemental medical coverage for the retiree. For example, if the cost of the health benefit package for a full-time faculty member is \$1,000 per month, and the District's cost for supplemental insurance for the retiree is \$600 per month, the cost to the retiree for continued dependent health benefits would be \$400 per month. If the retiree is not eligible for Medicare, the retiree shall also pay any penalty, fee or other cost imposed by the insurance carrier.
- (d) In any given year, the increase will not be greater than ten percent (10%) over the prior year cost for this coverage.
- (e) The retiree pays the IRMAA or any other costs charged by the federal government or any other governmental agency.
- (4) If both the retiree and their dependent have reached the age of Medicare eligibility, the retiree may purchase for the dependent, through the District's health benefit providers, supplemental health coverage equivalent to that provided for the retiree so long as:
- (a) Such purchase is permitted by the health carrier;
- (b) The retiree and the dependent have purchased Medicare Parts A and B, and has voluntarily signed up for Medicare Part D coverage, if eligible to purchase such coverage; and
- (c) The retiree pays an amount equal to the District's cost for the retiree's supplemental health coverage. If the retiree or dependent is not eligible for Medicare, the retiree shall also pay any penalty, fee or other cost imposed by the insurance carrier. If the payment is not paid to the District within 45 days of written notification to the retiree, the medical benefit will be terminated.
- (d) The retiree pays the IRMAA or any other costs charged by the federal government or any other governmental agency.
- (5) If the retiree is under the age of Medicare eligibility but the dependent has reached such age, health benefits for the dependent will continue under the following circumstances:
- (a) Such purchase is permitted by the health carrier;
- (b) The dependent has purchased Medicare Parts A and B, and has voluntarily signed up for Medicare Part D coverage, if eligible to purchase such coverage; and
- (c) If the dependent is not eligible for Medicare or otherwise fails to purchase Medicare Parts A and B, or voluntarily sign up for

408 Medicare Part D coverage, the retiree shall pay any penalty, fee or
409 other cost imposed by the insurance carrier. If the payment is not
410 paid to the District within 45 days of written notification to the
411 retiree, the medical benefit for the dependent will be
412 terminated.

413
414 (d) The dependent pays the IRMAA or any other costs charged by
415 the federal government or any other governmental agency.
416

417 (6) At Medicare eligibility, the retiree shall be enrolled into Medicare Part
418 D by the District's insurance provider. Any Income Related Monthly
419 Adjustment Amount (IRMAA) or any other costs charged to the retiree
420 by the federal government shall be the responsibility of the retiree and
421 will not be borne by the District.
422

423 d. After the retiree reaches the age of Medicare eligibility, the retiree may purchase
424 vision and dental benefits, for both themselves and vision and dental benefits
425 for dependents, through the District's providers so long as:
426


427 (1) Such purchase is permitted by the health carrier;
428

429 (2) Benefits for retirees are grouped in a separate rate from the active/early
430 retirees' group; and the retiree pays the full cost of such benefits.
431

432 e. Other coverage for the faculty member retiree and coverage for the dependents
433 is subject to applicable state and federal laws providing for such coverage. In the
434 event that the carrier makes a change to the health plan, the change shall be
435 implemented as required by the carrier and the impacts and effects of any
436 substantive change shall be negotiated in accordance with law.
437

438 [....]
439

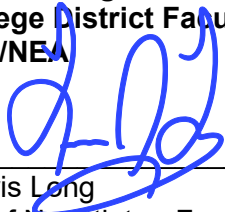
440 South Orange County Community
441 College District
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446 Dr. Cindy Vyskocil
447 Vice Chancellor, Human Resources
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449 1.12.26
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451 Date
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South Orange County Community
College District Faculty Association,
CTA/NEA


Lewis Long
Chief Negotiator, Faculty Association

1/16/2026
Date