

**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

8

ARTICLE 15 – WORKLOAD

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ARTICLE 27 – BENEFITS

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ARTICLE 30 – WAGES

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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	LHE for Pay
Lecture	1	1	1
Laboratory	1	1	1
Practicum	1.2 (5/6)	1	1
Learning Center/Tutorial	2	1	1

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

52 3 Hours Lecture = 3 LHE
53 6 Hours Practicum = 5 LHE
54 9 Contact Hours Total = 8 LHE for load
55 8 LHE for pay

56 [...]

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

61 [...]

64 f. Overload assignments will be calculated by the following ratios and compensated
65 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>

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

71 3 Hours Lecture = 3 LHE
72 6 Hours Practicum = 5 LHE
73 9 Contact Hours Total = 8 LHE for load
74 9 LHE for pay

75 [...]

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

78 [...]

83 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>

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

88 3 Hours Lecture = 3 LHE

[...]

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 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;

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

147
148 No part-time faculty member may be assigned a load greater than 67% of the equivalent
149 full-time load for more than two semesters within a three-year period (Educ. Code
150 §87482).

151 [....]

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

154 [....]

155 15.8. **Instructional Duties Performed on Non-instructional Days or Outside of the Workday**
156 **for Nursing-related Clinical Assignments**

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

164 15.98. Unpaid Work Exchange:

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

174 15.109. Compensated Duties Beyond Instructional Assignments

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

178 [....]

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

196 [...]

197

198 27.8. Long Term Care Insurance

199

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

208

209 [...]

210

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

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213 [...]

214

215 30.4. Previous Experience Credit for Initial Step Placement

216

217 a. Instructional experience

218

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

225

226 0-1 years of experience – placement on step 1

227

228 2 years of experience – placement on step 2

229

230 3 years of experience – placement on step 3

231

232 4 years of experience – placement on step 4

233

234 5 years of experience – placement on step 5

235

236 6 or more years of experience – placement on step 6

237

238 b. Non-instructional occupational experience

239

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

249 The new full-time faculty member will submit to Human Resources at least one of
250 the following:
251

252 (1) A completed Request for Verification of Work Experience Form (obtained
253 from Human Resources) from each former employer; or
254
255 (2) A letter on the employer's letterhead verifying work experiences and
256 dates of employment; or
257
258 (3) An IRS Form 1040 and Schedule C for self-employed experiences.
259

260 **c. Exception to Initial Salary Placement**

262 (1) New tenure-track faculty members previously tenured at another
263 accredited college/university shall be placed into a column using
264 current educational criteria.
265
266 (2) If placement on that column results in lower annual compensation
267 than that received from their current placement at the previous
268 college/university, the new faculty member shall advance to the step
269 within that column providing annual compensation as close as
270 possible not less than the candidate's current salary level.
271
272 (3) In no circumstance shall the new faculty member's initial placement
273 exceed the column as determined by the candidate's educational
274 level as described in section 30.3.
275
276 (4) Movement to the next column can only be achieved by the
277 attainment of additional education credits as described in section
278 30.5(b).

280 [...]
281

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

285 [...]
286

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

288 [...]
289

290 **31.3. Health and Medical Benefits for Retirees**
291

292 a. To be eligible for health and medical benefits after retirement, the faculty member
293 must retire in good standing. Specifically, a faculty member who retires or resigns
294 after formal charges have been served by the District supporting termination of
295 employment but prior to the conclusion of an evidentiary hearing is no longer
296 eligible to receive retiree health and medical benefits. Should the faculty member
297 proceed to an evidentiary hearing, the faculty member shall be put on paid
298 administrative leave and retain health benefits throughout the evidentiary hearing
299 and until a decision is rendered but shall lose all rights to those benefits should the
300 301

302 District prevail at the conclusion of the hearing. The faculty member in good
303 standing shall concurrently retire from the District and STRS, and notify the District
304 of their retirement from STRS by providing proof acceptable to the District of such
305 retirement. If the retiree returns to active full-time service in a STRS or PERS
306 contracting district/entity they shall notify the District and the applicable insurance
307 plan administrator of such action, at which time the benefits for both the retiree and
308 their dependents as described in this provision shall cease.
309

310 Nothing in Article 31.4.a (above) precludes the district from exercising its rights
311 under Education Code 87735.
312

313 b. Present medical, vision, and dental benefits for those retirees who were employed
314 full-time by the District for ten (10) years immediately preceding the date of
315 retirement and who have reached the age of fifty-five (55), and who meet the
316 eligibility requirements described in section A above, and for the dependents of
317 eligible retirees, shall continue under the same plan and conditions as active
318 employees until the retiree reaches the age of Medicare eligibility.
319

320 c. Medicare Eligibility and Continuation of Benefits
321

322 (1) The District will provide supplemental medical only coverage and the
323 same District paid vision plan provided to active employees for the
324 retired faculty member, provided the retiree has purchased the applicable
325 Medicare Parts A, and B, and D coverage. The cost of Medicare Parts
326 A, B, and D, along with any Income Related Monthly Adjustment
327 Amount (IRMAA) or any other costs charged to the retiree by the
328 federal government or any other governmental agency shall be the
329 responsibility of the retiree and will not be borne by the District.
330

331 (2) If the retiree has reached the age of Medicare eligibility but does not qualify
332 for Medicare or refuses to sign-up for or pay for Medicare Parts A, B,
333 and/or D, benefits for the retiree will continue only under the following
334 circumstances:
335

336 (a) The purchase of such coverage is permitted by the health carrier;
337 and
338 (b) The retiree pays the full cost of the medical insurance, including any
339 penalty, fee or other cost imposed by the insurance carrier, and any
340 IRMAA or any other costs charged by the federal government
341 or any other governmental agency, if the retiree has not
342 purchased Medicare A and B, and has not voluntarily signed up
343 for Medicare Part D coverage. If the payment is not paid to the
344 District within 45 days of written notification to the retiree, all
345 retiree benefits (including the district paid vision plan) will be
346 terminated.
347

348 (3) If the retiree has reached the age of Medicare eligibility but a dependent
349 has not reached such age, benefits for the dependent may continue under
350 the following circumstances:
351

352 (a) The purchase of such coverage is permitted by the health carrier;
353

355 (b) The retiree has purchased Medicare Parts A and B, and has
356 voluntarily signed up for Medicare Part D coverage, if eligible to
357 purchase such coverage; and

359 (c) The retiree pays an amount equal to the cost of the full-time faculty
360 member health benefit package, less the District's cost of the
361 supplemental medical coverage for the retiree. For example, if the
362 cost of the health benefit package for a full-time faculty member is
363 \$1,000 per month, and the District's cost for supplemental
364 insurance for the retiree is \$600 per month, the cost to the retiree
365 for continued dependent health benefits would be \$400 per month.
366 If the retiree is not eligible for Medicare, the retiree shall also pay
367 any penalty, fee or other cost imposed by the insurance carrier.
368

369 (d) In any given year, the increase will not be greater than ten percent
370 (10%) over the prior year cost for this coverage.

372 (e) The retiree pays the IRMAA or any other costs charged by the
373 federal government or any other governmental agency.

375 (4) If both the retiree and their dependent have reached the age of Medicare
376 eligibility, the retiree may purchase for the dependent, through the District's
377 health benefit providers, supplemental health coverage equivalent to that
378 provided for the retiree so long as:

380 (a) Such purchase is permitted by the health carrier;

382 (b) The retiree and the dependent have purchased Medicare Parts A
383 and B, and has voluntarily signed up for Medicare Part D
384 coverage, if eligible to purchase such coverage; and

386 (c) The retiree pays an amount equal to the District's cost for the
387 retiree's supplemental health coverage. If the retiree or dependent
388 is not eligible for Medicare, the retiree shall also pay any penalty,
389 fee or other cost imposed by the insurance carrier. If the payment
390 is not paid to the District within 45 days of written notification
391 to the retiree, the medical benefit will be terminated.

393 (d) The retiree pays the IRMAA or any other costs charged by the
394 federal government or any other governmental agency.

396 (5) If the retiree is under the age of Medicare eligibility but the dependent has
397 reached such age, health benefits for the dependent will continue under
398 the following circumstances:

400 (a) Such purchase is permitted by the health carrier;

402 (b) The dependent has purchased Medicare Parts A and B, and has
403 voluntarily signed up for Medicare Part D coverage, if eligible to
404 purchase such coverage; and

406 (c) If the dependent is not eligible for Medicare or otherwise fails to
407 purchase Medicare Parts A and B, or voluntarily sign up for

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Medicare Part D coverage, the retiree shall 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 for the dependent will be terminated.

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

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

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

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

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

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

[....]

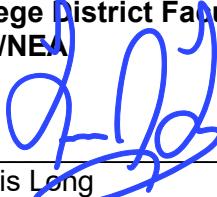
South Orange County Community
College District


Dr. Cindy Vyskocil
Vice Chancellor, Human Resources

1.12.26

Date

South Orange County Community
College District Faculty Association,
CTA/NEA


Lewis Long
Chief Negotiator, Faculty Association

1/16/2026

Date