

**Memorandum of Understanding
Year-Round Operations
California State University, Sacramento**

The California State University (“CSU”) and the California Faculty Association (“CFA”) hereby enter into the following agreement regarding the implementation of a year-round academic schedule at California State University, Sacramento (“CSUS”) commencing with the Summer, 2001 term. This agreement shall remain in effect until the CSU and the CFA renegotiate it, after review pursuant to F.2 of this Memorandum of Understanding (MOU).

A. *Effect of Agreement*

1. This agreement is applicable to CSUS only, and shall not set a precedent for future year-round academic schedules at other universities in the CSU.
2. This agreement is applicable only to programs and courses offered through the regular, general fund course schedule at CSUS. This agreement shall not preclude CSUS from either continuing its for-credit summer session programs which are offered through Regional and Continuing Education (RCE) and/or from utilizing faculty in classification 2357, Instructional Faculty – Summer Session.
3. The terms of this agreement shall be controlling in the event of a conflict between the terms of this agreement and the terms of the 1998/2001 Collective Bargaining Agreement (“CBA”) between the parties. In the absence of conflict, the terms of the CBA shall apply.
4. The terms of this agreement shall not supercede any provision of the law related to the benefits provided by the Public Employees Retirement System (PERS). Pursuant to Article 32 of the CBA, eligibility for PERS benefits are defined and determined by PERS.
5. This agreement is only effective upon implementation of a year-round schedule of classes at CSUS commencing with the Summer, 2001 term. It will not be in effect in the event that CSUS fails to implement such a schedule at that time.

B. *Academic Work Year*

The work year of an academic year employee at CSUS shall not exceed one hundred and eighty (180) full-time workdays, or days in lieu thereof, or the equivalent of one hundred and eighty (180) full-time workdays, or days in lieu thereof, spread over all three (3) academic terms, including the summer term. It is the intent of the parties that this will permit academic year employees to spread their regular employment

over all three (3) academic terms, including the summer term, by reducing their workload during two (2) or more terms. Summer term is the leading term. This provision shall not preclude the establishment of an academic year calendar equaling less than one hundred and eighty (180) days. The campus academic calendar shall establish the workdays of academic year employees.

C. *Staffing During the Summer YRO Term*

1. Scheduling and staffing during the summer YRO term at CSUS are driven by curriculum, academic programs, available resources, and student enrollment demand.
 - a. Assignment to teaching during the summer YRO term is voluntary.
 - b. Within established YRO priorities, each department shall develop (subject to the approval of the college dean) procedures and methods for determining staffing of summer YRO classes, including the schedule of classes and the assignment of faculty to teach those classes.
 - c. For the Summer, 2001 term (12 weeks), the normal summer YRO assignment shall total no more than .6 of full-time or less, whether receiving extra pay or spreading the workload over the next two (2) semesters. For accounting/reporting purposes, this means assignment of no more than nine (9) WTU's of direct instruction and/or other instructionally-related duties.
2. Faculty Early Retirement Program (FERP) faculty may be allowed to spread their workload obligations over fall, spring, and summer YRO so long as such workload averaging conforms to PERS regulations.

D. *Salary During the Summer Term*

1. The timebase for summer YRO is 15 Weighted Teaching Units (WTU's) for full-time work. Normally for full-time faculty, the workload is distributed 12 WTU's of instruction and three (3) WTU's of other duties. The salary of a tenured or probationary faculty member employed during the summer term as an extra term for pay shall be at a rate equal to his/her academic year rank/classification in Appendix C of the CBA prorated by the timebase of the appointment. The summer term extra pay will be paid in three (3) equal monthly

installments during the June, July, and August pay periods. New class codes will be developed for this, if necessary.

2. For those faculty teaching in summer YRO for extra pay, in lieu of canceling a summer YRO course for low enrollment, the faculty member, department chair, and Dean of the College may agree to continue to offer the class. The salary for such courses will be set according to classification 2357, Instructional Faculty -- Summer Session.
3. Faculty who are assigned additional significant instructionally summer-related duties such as graduate or undergraduate coordination, general student or department advising, or other major service- or instructionally-related department or University work shall be given appropriate salary recognition. This salary recognition will be in the form of an increase in the summer YRO timebase.
4. The salary of faculty who are employed during the summer term as an extra term for pay for courses which are offered by RCE shall be paid pursuant to either:
 - classification 2357, Instructional Faculty – Summer Session;
 - classification 2323, Instructional Faculty – Extension for credit;
or
 - any other appropriate Extended Education classification.
5. After Summer, 2001, if faculty work the summer YRO term as one of their regular full terms (in place of the fall or spring semester), then they continue to receive their regular pay as if there were no term substitution. Specifically, they continue to be paid on the normal academic year salary schedule, receiving a paycheck for each of the 12 annual pay periods. For accounting/reporting purposes, this is assignment to the normal full 15 WTU workload if full-time faculty. Normally for full-time faculty, the workload is distributed 12 WTU's of instruction and three (3) WTU's of other duties.
6. If faculty spread their regular employment (summer YRO not being an extra term for pay) over all three (3) semesters by reducing their workload during two (2) or more terms, then they continue to receive their regular pay as if there were no term substitution. Specifically, they continue to be paid on the normal academic year salary schedule, receiving a paycheck for each of the 12 annual pay periods.

7. Both parties recognize that many departments currently offer courses in the summer, particularly in Regional and Continuing Education. Other departments already have full-time, 12-month chairs. If the department chair workload increases significantly over and above current summer duties due to YRO-scheduled classes, then, if not already a full-time, 12-month chair, the summer salary should be augmented commensurate with newly assigned YRO duties. This might occur, for example, because of additional significant supervision, facilities responsibilities, or complex academic advising for summer-enrolled students.

E. Lecturer Issues

Lecturers, whether full- or part-time, who volunteer to teach in summer YRO may be assigned to do so for extra pay, or they may be assigned to teach in summer YRO as part of their regular annual assignment.

1. If for extra pay:
 - a. Summer YRO teaching assignments do not establish any new entitlements for teaching either in the summer term or in fall or spring nor does it add to existing fall or spring semester entitlements under Section 12.3 of the CBA.
 - b. Teaching assignments during the summer YRO do not count towards units required for Service Salary Increase eligibility as provided for in Section 12.9 of the CBA.
2. If part of their annual assignment:
 - a. Assignment for the summer shall count toward fulfilling the yearly entitlement timebase a part-time lecturer has in terms of timebase for the year.
 - b. Units taught as part of the summer teaching assignment shall count towards the units required for Service Salary Increase eligibility as provided in provision 12.9 of the CBA and towards those required for eligibility for a two-year temporary appointment as provided in provision 12.11 of the CBA.

F. General

1. Faculty unit employees shall not earn more than one (1) year of service credit for any reason (e.g., sabbatical and difference-in-pay leaves; the retention, tenure, and promotion process; and PERS computations) in an academic year, including the summer term.
2. Conditions of the Summer, 2001 term employment not covered under this MOU, and any recommended changes to this MOU, will be reviewed by the joint labor management committee pursuant to Article 3 of the CBA.

G. Approval

If this agreement is approved by all parties including the Office of the Chancellor and state-wide CFA prior to January 15, 2001, it will be in effect for the Summer, 2001, and Summer, 2002, YRO. If approved after that date, but before January 15, 2002, it will be in effect for Summer, 2002, only.

Terms of this agreement will apply to summer YRO at CSUS unless superceded by terms of a successor agreement to the 1998/2001 CFA collective bargaining agreement or by Board of Trustee policy, should no successor agreement be reached in a timely manner.

For the California State University

For the California Faculty Association

Date: _____

Date: _____