

Article 19
EMERITUS PROGRAM

Eligibility

19.1 The Board itself shall offer an Article 19 employment contract, as provided in this article, to any regular or contract 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 regular or contract faculty employee at least half time for at least ten years. Employment under this article shall commence in the academic year following the employee's resignation for the purposes of retirement and shall be limited to a maximum of five years of participation.

19.1.1 Notwithstanding the above, the Board itself may decline to offer an initial contract under this article to an otherwise qualified faculty employee if, in the judgment of the Board, the faculty employee cannot perform the principal duties of the assignment. This judgment shall be based upon evaluation material, legally appropriate medical information, and other materials properly included in the faculty employee's personnel file. If the faculty employee believes this decision to be arbitrary or capricious, they may submit the matter to the grievance procedures set forth in Article 5.

Faculty are advised that effective January 1, 2013, STRS/PERS may prohibit employment, enforce certain restrictions, or reduce the retirement benefit during the first 180 calendar days following the effective date of becoming a retiree annuitant under either program. Therefore, retirees are discouraged from returning to STRS/PERS covered employment with the District for 180 days following the effective date of retirement. Faculty who choose to accept an assignment within 180 calendar days following the effective date of retiree annuitant status shall do so at their own risk. Such acceptance, including any effects to retirement, shall not be cause for the District to alter or adjust the start date or terms of any assignment.

It shall be the sole responsibility of each faculty employee employed under this article to consult with the appropriate retirement system to determine the effect such employment will have, if any, on their retirement benefits.

Faculty are prohibited from also teaching under Article 7 during their years of Article 19 participation.

19.2 An eligible faculty employee may elect to receive an employment contract under this article by including the Article 19 request in the employee's letter of resignation for the purposes of retirement required under Article 30, or by submitting a written request to the College President or designee with a copy to the Division Dean or appropriate administrator. An Article 19 request may be submitted 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. The Board may waive all or a portion of this time period when, in the Board's opinion, it is appropriate to do so. Within 10 working days of Board approval the faculty employee shall be sent an Article 19 Annual Plan which shall be completed in accordance with the provisions of 19.6 and 19.7.

Earnings Limits

- 19.3 An Article 19 faculty employee shall, within the limits established by the applicable retirement laws governing post-retirement service, 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, up to the STRS allowable maximum earnings limit in place during the first year of the employee's Article 19 eligibility in accordance with Section 19.3.1. The Article 19 faculty employee shall also receive all paid benefits for which they are eligible by the terms of Article 23 or Article 23A. District paid life insurance shall remain in effect as long as the retiree is employed under this article. Under Article 16, the Article 19 faculty employee shall be entitled only to non-cumulative fully paid sick leave and personal necessity leave, each provided on a pro-rata basis. An Article 19 faculty employee is not eligible to apply for a Professional Development Leave. Service on a tenure review or hiring committee shall be reviewed on a case-by-case basis and may occur only with the agreement of the Article 19 faculty employee, the District, and the Faculty Association.
- 19.3.1 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 2016-2017 could not earn more than \$41,732 for the first and each subsequent year of participation, and the percentage of a full-time load required for these maximum earnings once initially calculated, would remain unchanged for the duration of employment under this article. The \$41,732 limitation shall be adjusted for future new entrants to the STRS limitation in place at the time of the faculty employee's first year of eligibility in the Article 19 program.
- 19.3.1.1 The STRS/PERS allowable maximum earnings limit is adjusted annually by the pension system(s). If a STRS/PERS retiree earns more in STRS/PERS-covered employment than the allowable limit for a particular year, STRS/PERS will deduct the overage from the retiree's pension check. Using the example provided above, if the limit decreased to \$40,732 in 2017-2018 but the employee continued to earn \$41,732 in 2017-2018, STRS/PERS would deduct \$1,000 from the retiree's pension check. In the event that such a decrease occurs in the years subsequent to the employee's first year of Article 19 eligibility, the District shall, following receipt of official notification from CalSTRS, make a good faith effort to alert Article 19 employees before they complete their new Annual Plan, but the District shall be held harmless if the employee exceeds the allowable maximum established for a particular year and is therefore subject to such a STRS/PERS deduction.
- 19.3.2 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 retirement laws governing post-retirement service.

19.3.3 Effective July 1, 2002 under STRS regulations, employment during summer session shall be counted toward the STRS allowable maximum earnings limit.

19.4 The salary earned by a faculty employee under this article shall be paid in equal monthly installments during the months the Article 19 faculty employee is actually at work. However, if an Article 19 faculty employee completes the service they are scheduled to render under this article during the Fall quarter, they may elect to be paid in 10 equal installments, September through June.

Pro-Rata Share of Duties

19.5 An Article 19 faculty employee shall fulfill the appropriate pro rata share of their faculty 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 teaching, grant writing, evaluation of part-time faculty, and program support activities.

19.5.1 All faculty who are employed under this article shall fulfill their contracts during the academic year, except for 11- and 12-month faculty who may fulfill their contracts during the normal service period of those respective programs.

19.5.2 All faculty not covered under Section 19.5.1 who are employed under this article and also work during the summer shall be employed under the provisions of Article 26 (Summer Session), and for the purpose of selection under Article 26.1.6 and 26.2 as appropriate.

Required Annual Plan

19.6 The services provided under this article shall be specified in an Article 19 Annual Plan (Appendix U1) mutually agreed upon by the faculty employee and the Division Dean or appropriate administrator. Each year the Article 19 faculty employee shall consult with their Division Dean or appropriate administrator and work out such a mutually agreeable plan for the services they 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 Article 19 faculty employee to submit this completed plan, including required signatures, to the District Office of Human Resources in accordance with the timelines established below and represented in Appendix U2-Article 19 Flowchart.

19.6.1 Prior to the initial year of participation, the faculty employee shall meet with the Division Dean or appropriate administrator to complete the Article 19 Annual Plan (Appendix U1) for the subsequent academic year and submit the completed Plan within 30 days of issuance of the Plan

from the District Office of Human Resources, or by March 15, whichever is later. In the event there are fewer than 30 days between the time the District issues the Plan and the end of the academic year, the faculty employee shall submit the Plan by the end of the academic year. If the STRS allowable maximum earnings limit for the next school year is not published by March 15, the parties shall complete an Annual Plan based on the current STRS allowable limit and such plan shall be subject to recalculation if the limit changes.

19.6.2 For the second and subsequent years of participation in the program, it is the responsibility of the Article 19 faculty employee to timely file a completed Article 19 Plan prior to each year of participation in accordance with the timelines established below.

19.6.2.1 On or before February 15, the District Office of Human Resources shall issue a copy of an Article 19 Annual Plan to each continuing participant with a copy to the appropriate administrator in accordance with the earnings limitations established in Section 19.3.

19.6.2.2 On or before March 15 preceding the academic year in which the services will be rendered, the faculty employee shall a) consult with their Division Dean or appropriate administrator to complete and sign the Article 19 Annual Plan for the following academic year; b) obtain all required signatures; and, c) submit the plan to the District Office of Human Resources. The faculty member shall have the entire responsibility for submitting a timely and complete plan including all required signatures and ensuring that the Plan is received by the District Office of Human Resources.

19.6.2.3 On or before April 15, the District Office of Human Resources shall confirm receipt of the Article 19 Annual Plan.

19.6.3 A faculty employee who fails to file a completed and signed Article 19 Annual Plan within the specified deadline or who fails to complete the mutually agreed-upon plan shall be dropped from the program.

19.6.4 Verified illness or injury which prevents the Article 19 faculty employee from filing or completing the plan shall not be cause for automatic dismissal from the program.

19.7 The duties that an Article 19 faculty employee is assigned to perform shall usually be established by mutual consent between the Article 19 faculty employee and the Division Dean or appropriate administrator. However, the Board retains the discretion to assign Article 19 faculty employees to duties that are appropriate to the program or staffing needs of the District. Notwithstanding Section 19.6, an assignment is not considered available for the purposes of this article if, at any time before the beginning of the quarter or the beginning of the assignment, whichever is later, the assignment is needed to fill the normal load of a contract or 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 quarters, or duties that the Board determines are appropriate to the program or staffing needs of the District.

19.7.1 Article 19 faculty shall be assigned after contract and regular faculty in accordance with Article 10.4.

19.7.2 When the Annual Plan is revised due to any change(s) including assignment, load, designated quarter(s) of service, budget account number, or in quarterly distribution of load, the Article 19 faculty employee shall submit a revised Annual Plan, including required signature/s to the District Office of Human Resources prior to the effective date of any change.

Procedural Issues

19.8 Each department will schedule for Article 19 assignments based upon Article 19 Annual Plans. However, if there are more Article 19 faculty employees in a department than there are available assignments in a given academic year, assignments will be made in reverse order of seniority. The least senior Article 19 faculty employee shall receive one assignment. The process will be repeated until all assignments have been assigned. Seniority will be determined by the first date of paid service under Article 19. In the event that employees have the same seniority date, the assignment will be given to the employee with most years of service in the District. The planned assignment will be initially provided for the academic year in accordance with this section and thereafter adjusted on a quarterly basis based on assignment availability and requirements, without altering the plan for other Article 19 faculty.

19.9 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 under this article and the District paid life insurance shall cease. Thereafter, the Article 19 faculty employee may be employed by the Board as provided in the applicable retirement laws governing post-retirement service and in Article 7 (Part-time Faculty).

19.10 An Article 19 faculty employee may be terminated if the President concludes that the Article 19 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:

19.10.1 An official evaluation as defined in Article 6 completed by an appropriate dean. Following the evaluation the Article 19 faculty employee shall be given the opportunity to meet with the appropriate dean to discuss the evaluation and to define necessary improvements. The employee shall have the right to have an FA conciliator present at this meeting; and

- 19.10.2 Written notification by certified mail to the Article 19 faculty employee of the improvements necessary for continued employment; and
- 19.10.3 A second official evaluation by both an appropriate dean and another management employee. The second evaluation shall not be performed until at least 20 school days following the written notification required by subsection 19.10.2. The Article 19 faculty employee will be given an opportunity to meet with the appropriate dean to discuss whether or not the necessary improvement has been made. Before this meeting, the employee shall be informed by the dean of their right to have an FA conciliator present at this meeting.

If it is alleged to be arbitrary and capricious, the conclusion of the President may be subject to review pursuant to the grievance procedures established by Article 5 of this *Agreement*.

- 19.11 If an Article 19 faculty employee believes the Board has failed to adhere to the written plan agreed upon under Section 19.6, or has otherwise violated a provision of this article, they may submit the matter to the grievance procedures set forth in Article 5 of this *Agreement*.

Reopener

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