

Article 19
RETIREMENT INCENTIVE PROGRAM

- 19.1 The Board itself shall offer an annual 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 faculty employee at least half 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.
- 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, he or she may submit the matter to the grievance procedures set forth in Article 5.
- 19.2 An eligible faculty employee may elect 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. 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.
- 19.3 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 19.3.1, 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 also receive all paid benefits as provided in Article 23. District paid life insurance shall remain in effect as long as the retiree is employed under this article. Under Article 16, the retired faculty employee shall be entitled only to non-cumulative fully paid sick leave and personal necessity leave, each provided on a pro-rata basis. A retired faculty employee is not eligible to apply for a Professional Development Leave or Professional Achievement Award. 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 retired 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 2007-08 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.
- 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 PERS 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 retired faculty employee is actually at work. However, if a retired faculty employee completes the service he or she is scheduled to render under this article during the Fall quarter, he or she may elect to be paid in ten equal installments, September through June.
- 19.5 A retired faculty employee employed under this article shall fulfill the appropriate pro rata share of his or her 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 Counselors and Librarians 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 Sessions), and for the purpose of selection under Article 26.1.6 and 26.2 as appropriate.
- 19.6 The services provided under this article shall be specified in a written Article 19 Annual Plan mutually agreed upon by the faculty employee and the Division Dean or appropriate administrator. Each year the Article 19 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 Human Resources Office in accordance with the timelines established below and represented in Appendix U-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 for the subsequent academic year within 30 days of receipt of the Plan from Human Resources or by January 15, whichever is later. All Article 19 plans shall be completed by the end of the academic year preceding the first year of participation.
 - 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 complete an Article 19 Plan prior to each year of participation in accordance with the timelines established below.
 - 19.6.2.1 On or before November 30, the Human Resources Office 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 January 15 preceding the academic year in which the services will be rendered, the faculty employee shall consult with his or her Division Dean or appropriate administrator to complete and sign the Article 19 Annual Plan for the following academic year. The faculty member shall be responsible for forwarding the Plan to the appropriate Vice President for signature and for filing the Plan with Human Resources.
- 19.6.2.3 On or before February 15, the Human Resources Office shall confirm receipt of the Article 19 Annual Plan.
- 19.6.3 A faculty employee who fails to file an Article 19 Annual Plan or fails to complete the mutually agreed-upon plan shall be dropped from the program.
- 19.6.4 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.
- 19.7 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 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.
- 19.8 Each department will schedule for Article 19 assignments based upon Article 19 Annual Plans. However, if there are more retired 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 retired 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 retired 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 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:

- 19.10.1 An official evaluation as defined in Article 6 completed by an appropriate dean. Following the evaluation the retired 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 retired 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 working days following the written notification required by subsection 19.10.2. The retired 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 of his or her 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 a retired 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, he or she may submit the matter to the grievance procedures set forth in Article 5 of this *Agreement*.
- 19.12 Either party may reopen this article at any time by providing the other party with a notice of intent to reopen.