MEMORANDUM OF UNDERSTANDING

BETWEEN

SOLANO COMMUNITY COLLEGE DISTRICT

AND

SOLANO COLLEGE FACULTY ASSOCIATION

Solano Community College District ("SCCD" or "District") and Solano College Faculty Association ("SCFA") agree to the following limited one-time voluntary retirement/resignation incentive plan as follows:

1. Any full-time faculty member with a cumulative ten (10) or more years of full-time service with SCCD shall be eligible for this incentive plan.

2. A minimum of five (5) participants shall be required for the program to go forward.

3. The incentive shall be offered to a maximum of fifteen (15) participants.
   a. Applications received between July 1 - October 1, 2015, shall be granted, up to a maximum of fifteen (15) participants.
   b. In the event that there are more than 15 applications (total) to participate in the program, eligibility to participate shall be determined by seniority.
   c. In the event that there are more than 15 requests to participate, the District may, in its sole and exclusive discretion, confer with SCFA to extend additional offers to participate in the program.
   d. Should participants elect to effect resignation or retirement prior to October 1, 2015, such requests shall be granted. If, however, the TOTAL number of requests for this program exceeds 15, the number of individuals electing to effect the agreement prior to October 1, 2015, shall not be counted against the cap of 15 participants.

4. Eligibility to participate is limited to those qualified employees who submit their request between July 1, 2015 and October 1, 2015. No employee who announced his/her retirement prior to July 1, 2015 shall be eligible to participate.

5. Once accepted into the program, participants must resign or retire from employment with the District effective no later than June 30, 2016.
   a. Participants may set an effective date of resignation or retirement between July 1 - June 30, 2016.
b. However, to avoid disruption in classes, participants assigned to Fall 2015 classes must either:

i. Announce their retirement/resignation by July 15, 2015, with an effective date of no later than August 1, 2015, or

ii. Commit to the completion of Fall 2015 assignments and resign or retire with an effective date of no sooner than December 20, 2015, unless the District approves an earlier departure.

6. Participants shall be eligible for a one-time lump payment equal to $45,000. Participants may elect to receive the payment in one of the following manners:

a. One-time payment of $45,000. Payments will run through the normal payroll cycle and are subject to standard payroll deductions, taxes, and withholdings. One-time payments shall be made as soon as possible to employees upon completion of service with the District (typically within 30-days of the last day of work, depending upon the payroll cycle).

b. If participants retire with an effective date prior to December 31, 2015, the participant may opt for two payments of $22,500 to be split between 2015 and 2016 calendar years in order to delay the tax burden between two years. The first payment shall be made as soon as possible to employees upon completion of service with the District (typically within 30-days of the last day of work, depending upon the payroll cycle). The second payment shall be made as soon as possible to employees upon completion of service with the District (typically within 30-days of the last day of work, depending upon the payroll cycle). Both payments are subject to standard payroll deductions, taxes, and withholdings.

c. One-time deposit of $45,000 into the employee’s 403(b) tax sheltered account. The payment shall be made as soon as possible to the 403(b) account upon completion of service with the District (typically within 30-days of the last day of work, depending upon the payroll cycle).

7. To apply for participation, interested employees must send an email with a request to AVP Wade Larson. In the subject line, participants must indicate “Request for Incentive Program” to ensure that those emails are captured. Participants should include:

a. Full Name
b. Position/Title
c. Request to retire or resign from their current position
d. Desired date to leave the District
e. Payment option as outlined in Section 6 above

Upon receipt, HR will acknowledge receipt of the request and will notify all applicants of their status throughout the application.
8. Eligible participants with ten (10) or more years of service with the District shall also be eligible for the standard post-retirement health insurance benefits offered by the District. This provides a one-time exemption to CBA Article 10.302 for eligible participants who were hired after July 1, 2004.

9. Upon notification of acceptance and in consideration for accepting this retirement incentive, participants shall file a resignation letter with the District fixing the effective date of resignation and agreeing to a waiver that releases the District from any and all known and unknown claims against the district arising prior to the effective date of retirement. SCFA does not waive its rights to protect its members under the Educational Employment Relations Act (EERA) or any other applicable laws.

10. It is expressly understood that the District’s obligations under this proposal are strictly limited to those set forth above in Paragraph 6.

11. It is expressly understood that the District will be under no obligation to reemploy participants at any time in the future.

12. It is expressly understood that this is a one-time, non-recurring retirement proposal. Any memorandum of understanding reached regarding this proposal will not be considered precedent setting, nor will it establish a status quo, but instead shall sunset and have no force or effect after June 30, 2016.

FOR THE DISTRICT

[Signature]
Dr. Wade M. Larson
Associate Vice President of Human Resources

Date: July 1, 2015

FOR SCFA

[Signature]
Sandra Rotenberg
Chief Negotiator

Date: July 1, 2015