

OHLONE COMMUNITY COLLEGE DISTRICT

43600 Mission Boulevard
Fremont, CA 94539

AGREEMENT

This Agreement made and entered into on this 9th day of March, 2005, by and between the Ohlone Community College District, State of California, acting by and through its Board of Trustees, hereinafter described as First Party, and Kathleen M. Smith hereinafter described as Second Party:

WITNESSETH

WHEREAS, Second Party has reached the age of 55 prior to the first day of the academic term for which a reduced workload is requested and work reduction begins, and has rendered service to the Ohlone Community College District, State of California, in a position requiring certification qualifications for at least ten (10) years of which the immediately preceding five (5) years were full-time employment as required by and defined in Section 87483 of the Education Code of the State of California; and

WHEREAS, First Party did, on the 9th day of March, 2005, grant an Early Retirement Reduction of Annual Workload to Second Party in accordance with Sections 87483 and 22724 of the Education Code and Section 20815 of the Government Code and Article IX of the collective bargaining agreement between the Ohlone Community College District and the United Faculty of Ohlone.

WHEREAS, it is the intent of the First Party to permit the Second Party to reduce workload from full-time duties and receive the credit toward retirement which would be received if employed on a full-time basis.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. That the period of Early Retirement Reduction of Workload shall be for college years Fall 2005 through Spring 2010.
2. That the Second Party, in consideration of the granting of said Early Retirement Reduction of Annual Workload for the period designated shall render service in the employ of the Ohlone Community College District to the amount of *50 percent of the full-time workload assignment during the final year of service in full-time position.

The specific assignment during each college year shall be made by the President/ Superintendent or designee after consultation with the Second Party. While the actual commencement and termination dates for the period of reduced service under this Agreement will vary annually, as set forth in the College Academic Calendar adopted by the Board of Trustees, it is agreed that the period of such reduced service shall be rendered annually at the same approximate time during the period of this Agreement. Duty days in addition to assigned classes shall be as required of the faculty member employed full-time, except as reduced by the proportion of the reduced workload assignment and approved by the President/Superintendent of designee. The workload assignment shall include pro-rata participation in the activities which are part of a full-time assignment and occur outside the classroom.

3. That during the period of the Agreement, the Second Party shall be paid a salary which is the pro-rata share of the annual salary she would be earning had she not elected to exercise the option of part-time employment. Provided, however, the Second Party shall retain all faculty benefits provided for by Collective Bargaining Agreement and Board Policy in the same manner as a full-time employee.

* Fall 0% }
 Spring 100% } = 50% Load

4. That during the first or second year of reduction in workload, the Second Party may submit a written request to return to full-time employment at the beginning of the next academic year. Such a request shall be granted if it is received by the Board of Trustees on or before March 1 of the first college year or March 1 of the second college year under this contract and only if there is written consent of the District.

5. That the First Party shall contribute to the State Teachers' Retirement Fund the established percentage of the salary that would have been paid the Second Party had the Second Party been employed full-time. The party of the second party shall contribute the amount that would have been contributed if the Second Party were employed on a full-time basis. The Second Party further agrees to comply with regulations established by the State Teachers' Retirement System.

6. That failure of the Second Party to comply with the terms of this agreement may result in a loss of retirement service credit.

7. That the compensation to be paid to said Second Party by said First Party during each college year included within the period of such early retirement reduction of workload will be in accordance with the adopted Certification Salary Schedule for that college year.

8. That notwithstanding other provisions of the Agreement, it is agreed that the Second Party may not participate in the Early Retirement Reduction of Workload beyond the end of the college year in which the Second Party becomes age 70. Termination of part-time employment status shall require the mutual consent of both Parties. The Second Party hereby agrees to retire at the expiration of employment under this Early Retirement Reduction of Workload Agreement.

9. That the Second Party on reduced workload is not eligible for sabbatical leave.

10. That the Second Party agrees to comply with all District policies, state laws and rules, including the providing of medical certification showing freedom from active tuberculosis.

11. That the provisions of the Agreement will be changed to conform with any policies or rules of the District or collective bargaining agreements which are in effect during the college years Fall 2005 through Spring 2010.

It is understood and agreed that this Agreement may be amended by mutual consent of both Parties hereto, and any amendment shall not be effective until reduced to writing and signed by said Parties.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement.

OHLONE COMMUNITY COLLEGE DISTRICT

By _____
Secretary, Board of Trustees/Date
First Party

Kathleen M. Smith/Date
Second Party

cc: Dr. Jim Wright
Mr. Lyle Engeldinger
Human Resources
Ms. Mikelyn Stacey
Personnel File