

**Memorandum of Understanding
Summer 2005 Staffing & Compensation
Quarter System Campuses**

The parties have entered into this Memorandum of Understanding with the goal of conducting a comprehensive, quality Summer 2005 academic program under equitable conditions, to provide a climate of economic certainty regarding Summer 2005 planning, and to do so without the need for further litigation or disruption of the academic planning process.

A. Effect of Agreement

1. This Memorandum of Understanding (MOU) is applicable to the Summer 2005 term only and its specific terms are applicable to individual quarter system campuses. This MOU does not apply to Cal Poly, SLO, which shall be governed exclusively by the campus agreement for Summer 2005 and therefore shall not be subject to provision 12.7 or the priority order of work assignments provided in the award by arbitrator Angelo dated April 26, 2004. This MOU is applicable only to summer 2005 YRO programs and courses offered through the regular, general fund course schedule, including fee-subsidized for-credit courses, at any CSU quarter system campus, and does not apply to true self-support courses (credit and non-credit) offered through Extended Education.
2. The application of contract terms for other than salary issues for classification codes 2322 and 2323 shall be determined by the current arbitration case before arbitrator Knapp in CSU grievance number 3-04-086. Both parties shall retain their usual avenues of recourse related to the appeal/vacation of the final award in this case.
3. This MOU does not apply to faculty who were not employed in a unit 3 appointment during the fall, winter and spring quarters of the 2004-05 academic year.
4. Except as specifically provided herein, the provisions of this MOU shall control for summer 2005. In the event of a conflict between the provisions of this MOU and the terms of either the current Collective Bargaining Agreement between the parties, including Article 40, Year-Round Operations, or any arbitration decisions, the provisions of this MOU control. The terms of the current Collective Bargaining Agreement shall apply in the absence of provisions in this MOU on the same subject matter or when the terms of the current Collective Bargaining Agreement are not in conflict with the provisions of this MOU on the same subject matter.

B. Staffing in Summer 2005

1. At all CSU quarter system campuses staffing for summer 2005 term will be as follows:

Of all faculty who are offered an appointment in the summer 2005 term, the percentage by headcount who are probationary and tenured faculty at each campus will be approximately equal to the percentage by headcount of probationary and tenured faculty during the summer 2004 term.

2. Teaching in the summer 2005 term is voluntary and meeting the required minimum percentage of probationary and tenured faculty provided above is dependent upon a sufficient number of probationary and tenured faculty accepting the voluntary summer work assignments. The priority order of work assignments provided in the award by arbitrator Angelo dated April 26, 2004 shall not be applicable to the assignment of work during the Summer 2005 term at any CSU quarter system campus,
3. The parties agree that should the CFA prevail in CSU grievance number 3-05-027, the priority of work assignments provided in the award by arbitrator Angelo dated April 26, 2004 shall not be applicable to the assignment of work during the summer 2005 term at any CSU quarter system campus.
4. The procedural requirements of provision 12.7 of the current Collective Bargaining Agreement between the parties, shall not apply to staffing during the Summer 2005 term at any CSU quarter campus.

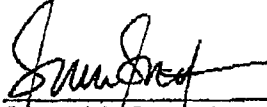
C. General

1. The CFA, on its own behalf and on behalf of all of the members of bargaining unit 3, hereby fully releases and forever discharges the State of California, the Trustees of the CSU, and each of their officers, agents and employees, and agrees to hold CSU harmless from any and all claims, causes of action and liabilities related to the assignment of work, salary paid and benefits provided to faculty unit employees concerning YRO salary at any CSU quarter system campus during the Summer 2005 term other than claims, causes of action and liabilities arising under the express terms of this MOU.
2. This MOU shall be subject to Article 10, Grievance Procedure of the current Collective Bargaining Agreement between the parties.

3. No supplement, modification, waiver, or amendment with respect to the Agreement shall be binding unless executed in writing by the parties against whom enforcement of such supplement, modification, waiver, or amendment is sought.

By signing below the parties witness their agreement to all the terms and conditions of this Agreement.

For California State University



Samuel A. Strafaci
Assistant Vice Chancellor
Human Resources

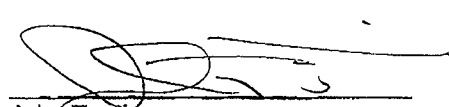
Date: 4/25/05



Cordelia Ontiveros
Senior Director
Academic Human Resources

Date: 4-25-05

For California Faculty Association



John Travis
President

Date: 4/26/05



Bob Muscat
General Manager

Date: 4/24/05

Ed Purcell
Director of Representation

Date: _____

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