

## **Memorandum of Understanding Out of State Employment Policy**

This Agreement (“Agreement”) is entered into between the Board of Trustees of the California State University (“University”) and the California Faculty Association (“CFA”), both of whom are designated collectively as the “Parties” to this Agreement, regarding the Out of State Employment Policy (“Policy”).

CFA agrees that the CSU has met its requirement to meet and confer in good faith over the Out of State Employment Policy (see attached). CFA does not endorse the Out of State Employment Policy.

As a result of meeting and conferring, the Parties agree to the following:

1. Following the execution of this MOU, when applicable, the CSU will include in all job postings information that working in the State of California is a condition of employment.
2. The Policy applies only to the work location of the faculty member.
3. Current employees who reside out of state are not subject to a residency requirement, but they are governed by and must comply with the Collective Bargaining Agreement (“CBA”) between the Parties, including but not limited to Articles 12 and 20. Temporary faculty members who are re-appointed after a break in service of less than 12 months are considered “current employees” only for the purposes of the Policy and this MOU.
4. Faculty members will be notified by the State Controller’s Office to update their addresses in PeopleSoft, if necessary, and will be given until December 22, 2021, to complete this process.
5. A faculty member’s residential address shall not be a factor in the offer of future work. Course assignments shall be offered to faculty members in accordance with Provision 12.29 of the CBA in effect at the time courses are offered.
6. This MOU does not alter or abridge the rights and obligations contained in the CBA between the Parties.
7. Any dispute about the effect, interpretation or application of this MOU shall be resolved through the grievance procedure contained in Article 10 of the Parties’ CBA in effect at the time the dispute arises.

For the CFA:

*Kevin Wehr*

[kevin wehr \(Dec 17, 2021 08:01 PST\)](#)

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Kevin Wehr  
Vice President

*Gregory C. Brown*

[Gregory C. Brown \(Dec 16, 2021 11:51 PST\)](#)

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G. Chris Brown  
Associate Vice President, South

*Jason Conwell*

Jason Conwell  
Representation Specialist

*Terry Scott*

Terry Scott  
Representation Specialist

*Lisa Kawamura*

[Lisa Kawamura \(Dec 16, 2021 16:59 PST\)](#)

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Lisa Kawamura  
Lecturers' Council Representative

For the California State University:

*Christina Checél*

Christina Checél  
Associate Vice Chancellor, Labor Relations

*Carl Fisher*

Carl Fisher  
Senior Director, Academic Labor Relations

*Julie Doi*

[Julianne Doi \(Dec 16, 2021 10:51 PST\)](#)

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Julie Doi  
Senior Director, Labor and Employee  
Relations