

**MEMORANDUM OF UNDERSTANDING
FAMILY LEAVE FOR FULL TIME FACULTY**

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into by and between the Santa Monica Community College District ("District") and Santa Monica College Faculty Association ("FA") as of September 26, 2017.

WHEREAS, the FA has raised concerns about the application of Article 17.9 and has indicated its intent to file grievance if the matter is not resolved ("Potential Grievance"); and

WHEREAS, the District and FA desire to resolve the "Potential Grievance" by entering into this MOU; and

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties agree as follows:

1. The parties agree to revise Article 17.9 of the collective bargaining agreement as set forth in Exhibit 1 hereto.
2. This MOU shall apply prospectively with the exception that Professor Peter Lee may convert to available sick leave any banked time that he used for family leave starting with the Summer 2017 intersession.
3. This MOU fully and finally resolves the Potential Grievance.
4. Nothing in this Agreement shall be deemed to be an admission of wrongdoing or liability whatsoever by either party.
5. This MOU shall be subject to ratification by the Board of Trustees of the Santa Monica Community College District and shall become effective on the date of ratification.

IN WITNESS WHEREOF, the parties have hereunto set their hand by their respective representatives as of the date first set forth above.

THE DISTRICT

FA



EXHIBIT 1

17.9 Family Leave

- 17.9.1 Family leave of up to 18 workweeks during any twelve-month period shall be granted to tenured and probationary faculty who have completed at least one year of full-time service, for the following purposes:
1. Caring for the spouse, or domestic partner, or a son, daughter or parent of the faculty member if such person has a serious health condition as defined under the Family and Medical Leave Act of 1993.
 2. Caring for his/her child after birth of the child.
 3. Caring for his/her child immediately after completion of appropriate adoption or foster care papers.
 4. Caring for a serious health condition that makes the faculty member unable to perform his or her duties.
- 17.9.2 Faculty members on family leave will receive health and welfare coverage the same as if they were not on family leave.
- 17.9.3 Extensions of family leave may be granted under the provisions of 17.10.3.
- 17.9.4 Family leave shall be unpaid except under the following circumstances:
1. Family leave shall be paid at the full rate or pro-rata for full-time faculty members who elect to use their overloads banked under Article 21. Partial pay may be granted to a faculty member under the banking provisions of this contract; pro-rata pay shall be granted only for contracts greater than or equal to 60%.
 2. During Fall and Spring semesters, faculty members may elect to use earned sick leave for family leave.
 3. During intersessions, faculty members may elect to use their accumulated hourly sick leave for family leave. .
 4. No more than 12 weeks of sick leave may be used for family leave in any twelve-month period. Faculty members may elect to use a combination of overload banked hours and sick leave for family leave consistent with the provisions of this Section 17.9.
- 17.9.5 Partial and/or discontinuous leaves of absence for reasons in Section 17.9.1 may also be granted.
- 17.9.6 Family Leave shall begin on the first day of absence with the exception of family leave pursuant to section 17.9.1.2 shall begin after the faculty member has utilized all available paid leave and/or pregnancy disability leave.