MEMORANDUM OF UNDERSTANDING ADDITION TO ARTICLE 3: RIGHTS OF THE ASSOCIATION

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 May 6, 2021.

WHEREAS, the FA President is required to work throughout the whole calendar year on issues of importance to the mutual benefit of both the District and FA; and

WHEREAS, the FA President has responsibilities in Fall and Spring semesters most closely aligned with those of the chairs of the largest college departments; and

WHEREAS, the current compensation for the FA President is incommensurate with the responsibilities of that position;

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

1. The following changes shall be made in Article 3.8.1, effective Fall 2021:

In addition, the Association may purchase up to five (5) FTE (full-time equivalent), (150 LHE) per fiscal year to be assigned as the Association determines. The additional reassigned time will be billed as follows: Load factor 1.0 reassignments: Group VI, Step 2; assignments at load factor other than 1.0: Group II, Step 4. The Association may purchase up to an eight (8) step advancement on Appendix A-1 for the serving FA president. The step advance ends at the end of the FA President's service. The FA shall notify the District of its intent to make such a purchase no later than June 30 each year and may terminate such an advance with 30 day's notice. The purchase cost shall be determined annually and shall cover the actual step shift and all associated benefit costs. The District will invoice the Association by no later than the eighth week of each semester. Amounts billed on a timely basis will be due by the end of the fiscal year in which the reassignments and step advancements occur are incurred.

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

THE DISTRICT

SMC FACULTY ASSOCIATION

By: Sherri Lee-Lewis

Vice President, Human Resources

By: Peter A. Morse

President