

MEMORANDUM OF UNDERSTANDING

CHANGES TO PROBATIONARY AND TENURED FACULTY LOAD AND BANKING PROVISIONS DUE TO ASSIGNMENT REDUCTIONS CAUSED BY COVID-19

This Memorandum of Understanding (“MOU”) is entered into by and between the Santa Monica Community College District (the “District”) and the Santa Monica College Faculty Association (“FA”) as of this 4th day of September, 2020.

RECITALS

- A. On March 17, 2020, the Board of Trustees adopted a resolution declaring that emergency conditions existed in the District as a result of the COVID-19 global pandemic.
- B. The Board of Trustees authorized the Superintendent/President to enter into agreements with employee organizations to reach agreements as necessary during this emergency.
- C. The District and FA have met and conferred concerning the subject matter of this MOU.



AGREEMENT

In consideration of mutual agreements set forth herein, the parties agree to the following provisions related to probationary and tenured instructional faculty load usually covered in Article 6 and Article 21:

- 1. Notwithstanding Article 21.2, for the academic year 2020-2021, full-time faculty members may build a negative cumulative difference of 30 LHE from the standard full annual load described in Article 6.8.1 when assignments are unavailable due to the effects of COVID-19.
- 2. In consultation with the department chair, the faculty member shall submit a plan to the Vice President, Academic Affairs that describes how the negative load balance is intended to be repaid within a reasonable period of time. The goal of the plan should be to repay 6.0 LHE per year, as a minimum. This plan shall be submitted by the end of spring 2021. A template form shall be provided to the faculty member to help guide their construction of a repayment plan. If the plan is unacceptable to the district, the Faculty Association and district shall convene within 21 days to resolve the district’s concerns. In the event that the COVID-19 pandemic results in instruction remaining online after the 2020-21 academic year, the district and Faculty Association will meet to revise the timeline.
- 3. Faculty members with a negative load difference for the academic year 2020-2021 due to COVID-19 and with an overload assignment in a subsequent academic year must use

a minimum of 3.0 LHE of that overload assignment per semester to repay the negative load balance. This does not imply that the faculty member has a right to an overload assignment.

4. Faculty members with a negative load difference for the academic year 2020-2021 due to COVID-19 shall have the right to choose to use future intersession assignments to cover that negative load. This does not imply that the faculty member has a right to an intersession assignment and provides no right to bank intersession assignments beyond the amount that was in deficit over the year 2020-2021 due to COVID-19.
5. Upon retirement, if a faculty member has a load bank with a negative cumulative balance in excess of 3.0 LHE due to COVID-19, the negative balance shall be balanced by a single deduction from their last salary check, paid at the hourly overload rate as defined by the contract at that time. If the amount owed is more than is available in the final salary check, the faculty member shall be provided with an invoice and shall pay the excess to the college on or before their resignation date.
6. Faculty members affected by this MOU shall be notified annually by the district about:
 - a. the amount of their negative bank balance;
 - b. that a negative balance will result in a reduction of their final SMC salary check, and;
 - c. that having a negative balance upon retirement may potentially reduce the service credit reported to CalSTRS upon retirement.

 PETER MORSE For the FA	 VP SHERRI LEE-LEWIS For the District
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