

Memorandum of Understanding

1. **Parties.** This Memorandum of Understanding ("MOU") is between the Santa Monica Community College District ("District") and the Santa Monica College Faculty Association ("SMCFA"). Collectively, the District and the SMCFA are referred to herein as the "Parties."

2. **Recitals.** This MOU is based on the following factual recitals:
 - A. On January 22, 2008, the SMCFA filed a Petition for Writ of Mandate ("Petition") in Los Angeles County Superior Court, Case No. BS112975, naming the District as Respondent.

 - B. The Parties acknowledge that errors have been made with respect to the retirement benefits of some part-time faculty members at Santa Monica College, and that the District has been working to resolve these errors.

 - C. The Parties wish to resolve this matter in an amicable and mutually beneficial manner.

3. **Agreements.** The Parties agree as follows:
 - A. By June 16, 2008, the District shall provide to SMCFA a complete list ("List") of part-time faculty who currently are enrolled in STRS but who were moved to the STRS Defined Benefit Plan in error, along with the date of the error.

 - B. The Parties shall confirm with STRS that the employees on the List who choose to do so may remain with STRS, retroactive to the initial date of the error.

 - C. The Parties shall confirm with MetLife that the employees on the List who choose to do so may switch back to MetLife, retroactive to the date of the error.

 - D. By July 15, 2008, assuming that STRS provides this confirmation, the District shall inform the employees on the List, by certified mail and by e-mail, with copies to SMCFA, that they were enrolled in STRS due to an error, and that they have 60 days from the date of the letter to notify the District whether they wish to stay in STRS or switch back to MetLife. The letter also will announce a workshop to be conducted jointly by the Parties regarding retirement plan options.

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E. For those employees on the List who decide to stay with STRS and who were enrolled concurrently in both STRS and MetLife during any period of time:

1. The District will arrange with the Los Angeles Office of Education ("LACOE") for MetLife to refund the employees' excess contribution to the employees.

2. The Parties, through their legal counsel, will jointly make a request that MetLife reimburse the employees for any interest owed. If MetLife denies this request, then the sole remedy available to SMCEFA and the employees would be an action against MetLife, not against the District.

F. For those employees on the List who decide to switch back to MetLife, and who were enrolled concurrently in both STRS and MetLife during any period of time:

1. The District will arrange with LACOE for STRS to refund the employees' excess contribution to employees.

2. The Parties, through their legal counsel, will jointly make a request that STRS reimburse the employees for any interest owed. If STRS denies this request, then the sole remedy available to SMCEFA and the employees would be an action against STRS, not against the District.

G. Also for those employees on the List who decide to switch back to MetLife, for the period that contributions were made only to STRS:

1. The District will arrange with LACOE for the proper reallocation of the employees' contributions.

2. The District will arrange to have deposited into each employee's MetLife account the appropriate employer's contribution.

3. The Parties, through their legal counsel, will jointly make a request that STRS reimburse the employees for any interest owed. If STRS denies this request, then the sole remedy available to SMCEFA and the employees would be an action against STRS, not against the District.

H. In order to identify any part-time faculty members who are not contributing to any retirement plan, the District will provide SMCEFA with a roster of part-time faculty members ("Roster"), created by the District on or about June 16, 2008, identifying which retirement plan each employee is contributing to. Any part-time faculty member who is required by law to contribute to a retirement plan, and who is not doing so, shall be placed in the available retirement plan of their choice. For all employees on the Roster who are required by law to contribute to a retirement plan, and who are not doing so, employee and employer contributions into the employees' accounts will be made by the District.

I. Petitioner will dismiss the Petition with prejudice upon execution of this MOU and Petitioner's receipt of the List.

Dated: June 5, 2008

Santa Monica Community College District

By: 

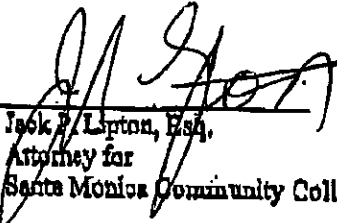
Dated: June 4, 2008

Santa Monica College Faculty Association

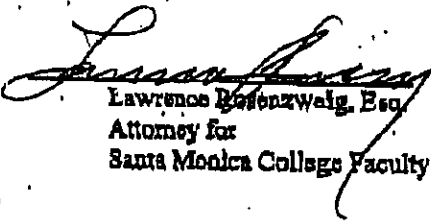
By: 

APPROVED AS TO FORM:

Dated: June 6, 2008


Jack F. Lipton, Esq.
Attorney for
Santa Monica Community College District

Dated: June 10, 2008


Lawrence Rosenzweig, Esq.
Attorney for
Santa Monica College Faculty Association