MEMORANDUM OF UNDERSTANDING

BETWEEN

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT (COLLEGE DISTRICT) AND

SOUTHWESTERN COLLEGE EDUCATION ASSOCIATION (SCEA)

April 18, 2025

NURSING CLINICAL LAB COURSES

- 1. By this Memorandum of Understanding ("MOU"), the Southwestern College Education Association ("SCEA") and the Southwestern Community College District ("District" or "SWCCD") (hereinafter collectively referred to as the "Parties") agree to the following with respect to Nursing Clinical Lab Courses: ADN 118L, ADN 119L, and NC 522.
- 2. The Parties are presently engaged in negotiations, which encompass Article IV: Workload ("Article IV") of the Collective Bargaining Agreement ("CBA"), an article that is currently open for said negotiations. Article 4.4.1.1 provides that certain courses qualify for a market lab additive. The Parties wish to add other courses to qualify for the market lab additive to begin Spring of 2025 and Fall 2025.
 - a. <u>Spring 2025:</u> For the term of this MOU, Clinical Lab Course ADN 119L shall be eligible as a Lab Additive Course as defined in Article 4.4.1.1, "Clinical Lab Salary Additive," beginning the Spring 2025 semester.
 - b. <u>Fall 2025</u>: For the term of this MOU, Clinical Lab Courses ADN 118L and NC 522 shall be eligible as a Lab Additive Course as defined in Article 4.4.1.1, "Clinical Lab Salary Additive," beginning the Fall 2025 semester.
- 3. All other terms and conditions of work shall be in accordance with the collective bargaining agreement between the Parties currently in effect. Unless otherwise agreed to by the Parties, upon the expiration of this MOU as stated below, all terms, conditions, and agreements stated in this MOU shall cease and return to those stated in the collective bargaining agreement between the Parties.
- 4. This MOU will take effect upon ratification of both Parties, and will expire on December 14, 2025, or upon the date that Article IV of the CBA is fully negotiated and ratified by both Parties, whichever occurs first.
- 5. This MOU, consisting of a total of two (2) pages, represents the entire and integrated agreement

between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. All prior understandings, terms, or conditions are deemed merged into this Agreement.

- 6. Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU must be mutually agreed upon by and between the parties and must be in writing to be effective when executed by all parties to this MOU.
- 7. Any dispute regarding compliance with the terms of the MOU shall be adjudicated in accordance with the grievance procedure in Article 12 of the current CBA.
- 8. This MOU between the Parties is not intended to change the terms of the current CBA but is instead a one-time, non-precedent setting agreement that will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the Parties or meaning or application of the CBA.
- 9. The Parties to this MOU, through their duly authorized representatives, have executed this MOU on the days and dates set out below and certify that they have read, understood, and agreed to the terms and conditions of this MOU. This Agreement is subject to the ratification procedures of each Party.

For the District:	For SCEA:
Angela Alvarez Riggs	Megan Eckles
Assistant Superintendent/ Vice President, Human Resources	Lead Negotiator
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4/22/25	18 April 2025
Date:	Date: