

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
AND
SOUTHWESTERN COLLEGE EDUCATION ASSOCIATION**

This Memorandum of Understanding (“MOU”) is entered into by and between the Southwestern Community College District (hereinafter referred to as “College District”) and the Southwestern College Education Association (hereinafter referred to as “SCEA”) (hereinafter collectively referred to as the “Parties”), and is expressly made pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement (“CBA”). The purpose of this Memorandum of Understanding is to address the sabbatical leave step placement of the unit member serving as Tenure Review Coordinator ending the Spring semester of 2025.

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 may not be used as the basis of a past practice by either party.

RECITALS

- A. WHEREAS, Article 4.3.10 of the Collective Bargaining Agreement (“CBA”) between the Parties provides that Tenure Review Coordinators serve for a 3-year term;
- B. WHEREAS, the Parties wish to observe a leave step hold for the Tenure Review Coordinator during their period of service as Tenure Review Coordinator, similar to the procedure applied to department chairs; [see Appendix C in the SCEA CBA] and
- C. WHEREAS, the Parties are entering into this MOU due to the time-sensitive nature of the matter;

Therefore, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

TERMS AND CONDITIONS

- 1. Sabbatical Leave Step 8 Hold: Unit member serving as Tenure Review Coordinator (TRC) will maintain their highest stipend rank during their respective term as TRC. For example, if a TRC begins a 3-year term at Step 7 (seven), the Unit member will end the term at Step 8 (eight). If the Unit member begins a 3-year term at Step 8 (eight), the Unit member will end the term at Step 8 (eight).
- 2. Term of MOU: This MOU took effect at the beginning of the Fall 2022 semester, and is effective through the Spring 2025 semester. It will expire on May 30, 2025, at

which time SCEA collective bargaining agreement provision 5.17.7 inclusive, will resume. At such time, if the Unit Member is not on an approved sabbatical, they will return to Year 6 status in accordance with the existing provisions outlined in Article 5.

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 in Section 2 above, 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. Entire Agreement: This MOU constitutes the entire agreement and understanding between the Parties. There are no other oral understandings, terms, or conditions and neither party has relied upon any representation, express or implied, not contained in this MOU. All prior understandings, terms, or conditions are deemed merged into this MOU.
5. Non-Precedential: This MOU is non-precedential, 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 collective bargaining agreement.
6. Modification: This MOU cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.
7. Authorized to Complete Agreement: In witness whereof, 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 as set forth herein. This Agreement is subject to the ratification procedures of each Party.

For the District:



Angela Riggs
Assistant Superintendent/
Vice President, Human Resources

2/11/25

Date

For SCEA:



Candice Taffolla-Schreiber
SCEA Union President

02/11/2025

Date









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Final Audit Report

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