MEMORANDUM OF UNDERSTANDING
By and Between Shoreline Community College
and the
Shoreline Community College Federation of Teachers
Regarding One-Time Waiver of Article X, Sec. A.3.c
Requirement Relating to Order of Reductions in Force May 2011

This memo confirms the following understanding and commitments made between Shoreline Community College ("College") and the Shoreline Community College Federation of Teachers ("Federation") regarding the order in which the planned reduction in force of which the Federation was given formal notice on May 13, 2011 (hereafter the "May 2011 RIF"), may be implemented.

WHEREAS, pursuant to the language of Article X, Sec. A.3.c of the July 1, 2008-June 30, 2011, Collective Bargaining Agreement between the parties ("the Agreement"), it is normally the case that in implementing reductions in force, the number of associate academic employees in each affected RIF unit must be reduced to zero prior to the positions of any full-time employees (probationary or tenured) being eliminated; and

WHEREAS, under this same contract provision, this requirement may be waived by the President in instances where the total annualized savings to be accomplished by proposed reductions in force exceeds four percent (4%) of bargaining unit payroll expended from the District general fund budget; and

WHEREAS, the total annualized savings to be accomplished by the planned reductions resulting from the May 2011 RIF would exceed four percent (4%) of bargaining unit payroll expended from the District general fund budget; and

WHEREAS, it is the desire of the Federation that the planned reductions in force be modified, so as to have a lesser impact on the full-time faculty members whom the Federation represents, but the modified reductions in force would result in the total annualized savings to be accomplished by the reductions in force dropping to below four percent (4%) of bargaining unit payroll expended from the District general fund budget; and

WHEREAS, the College is unwilling to modify the planned reductions in force to the level sought by the Federation for the reason that the College would then forfeit its right to waive the requirement that it reduce the number of associate academic employees in each affected RIF unit to zero prior to eliminating any full-time employee positions in that RIF unit;
NOW, THEREFORE, it is mutually agreed between the College and the Federation as follows:

1. With respect only to the May 2011 RIF, the Federation hereby agrees to waive its right under Article X, Sec. A.3.c, to demand that in implementing the reduction in force, the number of associate academic employees within each affected RIF unit must be reduced to zero prior to the positions of any full-time employees (probationary or tenured) being eliminated, even where total annualized savings to be accomplished by the reductions in force do not exceed four percent (4%) of bargaining unit payroll expended from the District general fund budget;

2. The College agrees that it will modify its planned reduction in force in the manner which has been separately agreed to between the parties, conditional on execution of this Memorandum of Understanding, and, specifically, in a manner which will result in total annualized savings that are equal to four percent (4%) or less of bargaining unit payroll expended from the District general fund budget;

3. The parties agree that this Memorandum of Understanding is a one-time agreement that applies only to the May 2011 RIF, is not precedent-setting, and may not be relied upon by either party in the future as a basis for any claim of contract right, authority or interpretation relating to the Agreement or any successor agreement thereto.

4. Any disputes relating to the application or interpretation of this Memorandum of Understanding will be resolved through the grievance procedures under Article XV of the parties' Agreement.

For the SCC-Federation of Teachers:

By: [Signature] 6-10-11
Gary Parks, SCC-FT President

For Shoreline Community College:

By: [Signature] 6-10-11
Stephen P. Smith, Vice President for Human Resources and Legal Affairs