

**Memorandum of Understanding
Between
Southern State Community College and the Southern State Education Association**

This Memorandum of Understanding (“MOU”) is entered into by and between the Southern State Education Association (“Association”) and the Southern State Community College (“College”).

Whereas, the Association and the College are parties to a collective bargaining agreement governing certain employees of the College;

Whereas, Section 1.02 of the collective bargaining agreement provides that the members of the bargaining unit include the following: those persons who hold a "full-time faculty position" or title of librarian or counselor, and those full-time persons who teach nine (9) contact hours/week, credit, and/or non-credit continuing education courses (i.e., real estate, allied health, education) and those full-time persons funded through grant monies who teach nine (9) contact hours per week or more in courses that lead to a degree, and all personnel, except those specifically excluded below, holding faculty contracts with the College;

Whereas, the College is in need of certain educational services for which it has been difficult to find a candidate to fill a full-time position;

Whereas, the College has a particular candidate (“Candidate”) who will be able to render the necessary educational services on a temporary basis and who is currently a part-time College employee not covered by Section 1.02 of the collective bargaining agreement; and

Whereas, the College does not intend to make this Candidate permanently hold a “full-time faculty position” or permanently fit within any other category of “Employee” set forth in Section 1.02 of the collective bargaining agreement;

Therefore, the parties agree as follows:

1. Because certain educational services are to be provided on a temporary basis not to exceed the fall semester of the 2022-23 academic year, the terms contained in Section 1.02 of the collective bargaining agreement are not applicable, therefore, the performance of the temporary educational services does not elevate the Candidate to a “full-time faculty position” as defined in this Section.
2. The College understands and agrees that the Association’s execution of this MOU is predicated on the College’s representations that, due to the exigent circumstances, the Candidate is temporarily being assigned to teach nine units and that the College has no intention of allowing the Candidate to hold a full-time faculty position or continuing to teach nine units beyond this present academic semester.
3. The parties agree that this MOU is a non-precedent setting and in no way is intended to represent a commitment with respect to future scenarios that may be similar in nature.
4. This MOU expires at the end of the fall semester of the 2022-23 academic year.

5. The parties agree that should there be a desire to continue the Candidate's performance of the temporary educational services beyond the fall semester of the 2022-23 academic year, any party may request the other parties to execute a new MOU but no party is required to agree to do so.

IT IS SO AGREED:

Southern State Community College

By: Nicole Roades
Nicole Roades, Ph.D., President

Southern State Education Association

By: Ken Holliday
Ken Holliday, President