

**CALENDAR SETTLEMENT AGREEMENT
2023-2024 ACADEMIC CALENDAR**

This settlement agreement ("Agreement") is made and entered into by and between the Pasadena Area Community College District ("District") and its Pasadena City College Faculty Association ("Association"), and its trustees, officers, employees and agents, inclusive, collectively the "Parties." Following the issuance of a proposed decision and order ("Proposed Order") of an Administrative Law Judge of the Public Employment Relations Board in Case No. LA-CE-6601-E, and in lieu of delaying implementation of an ordered remedy dependent upon the status of the proposed decision, the Parties have entered into this Agreement to resolve all issues relating to the implementation of an Academic Calendar for 2023-2024.

This Agreement covers items B.1 and B.2 of the Proposed Order, and does not cover or otherwise address items A.1, A.2, A.3, A.4, A.5, B.3, B.4, and B.5.

In consideration of the mutual covenants and promises stated below, the Parties hereby mutually agree to the following material terms and conditions:

1. Effective for the 2023-2024 academic year, the District agrees to revert the academic calendar to a format that includes a Fall (primary term), Winter (intersession), Spring (primary term), and Summer(s) (intersession). For purposes of this Agreement, this shall be known as the Amended Calendar.
2. The Association agrees that the District shall be responsible for developing the form and content of the Amended Calendar, and ensuring that all mandatory instructional and curricular parameters are met. The Association further agrees that this development process shall occur prior to any potential negotiations concerning the Amended Calendar.
3. The Parties agree that time is of the essence, and intend this Agreement as an assurance in support of good faith reasonable efforts, but acknowledge that the development of the Amended Calendar may not be complete for several weeks after the date of execution of this Agreement.
4. The District agrees to notify the Association, and provide a copy of the Amended Calendar, once development of the Amended Calendar has been completed. Following this notice, the Parties agree to expedite any bargaining related to the structure or effects of the Amended Calendar, as necessary.
5. The Parties agree that development and implementation of the Amended Calendar is primarily anticipated to impact the period arising after January 1, 2024, that the District may continue scheduling and assigning courses for Fall 2023, and that adoption of the Amended Calendar is not intended to delay or detrimentally impact educational programming for Fall 2023.
6. Following approval by the Association, the Amended Calendar shall be presented to the Board of Trustees to replace the current calendar for 2023-2024, as approved by the Board of Trustees on December 14, 2022, as soon as practicable.

49 7. The Parties agree that the agreed calendar process described herein for 2023-2024 is
50 intended to facilitate the process by which the Amended Calendar is developed and
51 implemented, but does not control the process by which future Academic Calendars shall
52 be developed. To that end, the parties have agreed upon a Memorandum of
53 Understanding attached hereto as Attachment A.
54

55 8. This Settlement Agreement shall not constitute an admission of wrongdoing, statutory
56 violation, or liability on the part of any Party to this Agreement. Following execution of this
57 Agreement, and recognizing that other substantive and procedural aspects of the
58 proposed decision may remain in dispute, the Parties agree to submit a stipulated request
59 to extend by ninety (90) days the period in which exceptions to the proposed decision may
60 be filed, during which time the Parties intend to continue settlement discussions.
61

62 The undersigned parties represent that they have read and understand the terms of this
63 Settlement Agreement, and that they are authorized to execute this Settlement Agreement on
64 behalf of their principals.
65
66

Pasadena City College Faculty Association

Pasadena Area Community College District


David Conway (Jan 28, 2023 11:10 PST)

David Conway
Counsel

Date: **Jan 28, 2023**


Joshua Taylor (Jan 28, 2023 10:33 PST)

Joshua Taylor
Counsel

Date: **Jan 28, 2023**

67

1 **Attachment A to Calendar Settlement Agreement**

2
3 **MEMORANDUM OF UNDERSTANDING**
4 **BETWEEN THE PASADENA AREA COMMUNITY COLLEGE DISTRICT AND**
5 **THE PASADENA CITY COLLEGE FACULTY ASSOCIATION**
6 **JANUARY 28, 2023**

7
8 **ACADEMIC CALENDAR PROCESS**
9

10 This Memorandum of Understanding (MOU or Agreement) between the Pasadena Area
11 Community College District (“District”) and its Pasadena City College Faculty Association
12 (“Association”) (collectively “Parties”) is expressly made pursuant to the Educational Employment
13 Relations Act and in anticipation of finalizing a successor 2022-2025 Collective Bargaining
14 Agreement (CBA) between the Parties. The Parties do hereby agree:

15
16 The Parties intend the following process to occur with respect to each Academic Calendar
17 developed subsequent to 2023-2024. If successor negotiations for 2022-2025 are completed prior
18 to this MOU, the District and Association agree to mutually reopen on the subject of the academic
19 calendar for the next cycle (2025) of successor negotiations. If this MOU is executed prior to the
20 completion of successor negotiations for 2022-2025, the Parties agree to include the following
21 terms as a new Article in the 2022-2025 CBA:

- 22
- 23 1. The Parties acknowledge that development of each Academic Calendar shall be the
24 responsibility of the Calendar Committee, consisting of members from each of the shared
25 governance groups and a member from each of the bargaining units, and the Calendar
26 Committee will consult collegially to develop the academic calendar for recommendation
27 to the College Council. The process will begin early enough to allow the recommendation
28 be made by no later than April 1 of the academic year two years prior to implementation.
29 (Example, for the 2024-2025 academic calendar, the recommendation should be made by
30 April 1, 2023.)
 - 31
32 2. The Parties acknowledge that College Council shall be responsible for approving or
33 modifying the recommended Academic Calendar, after which the approved Academic
34 Calendar shall be recommended to the Superintendent/President. Such recommendation
35 to the Superintendent/President should be made no later than May 1 of the academic year
36 two years prior to implementation. (Example, for the 2024-2025 academic calendar, the
37 recommendation should be made by May 1, 2023.) Upon receipt of the Academic
38 Calendar recommended by the College Council, the District shall notify the Association.
39
 - 40 3. In the event that the aforementioned committee processes are delayed, the District shall
41 notify the Association and the parties agree to extend the deadline for implementation
42 described in Paragraph 5 by the same period of time.
43
 - 44 4. With the concurrence of the Association, the Superintendent/President may recommend
45 the Academic Calendar to the Board of Trustees. However, if no concurrence is reached
46 within 14 calendar days of the College Council’ recommendation, the Academic Calendar
47 shall be referred to the Parties’ negotiating teams for negotiations consistent with the
48 EERA.
49

50 5. The Parties acknowledge that an Academic Calendar should be finalized and
51 implemented not later than November 1 of the prior academic year to ensure programming
52 for Fall courses, and agree that negotiations concerning the Academic Calendar shall be
53 prioritized and expedited to ensure minimal disruption to the District's educational
54 programming. (Example, for the 2024-2025 academic calendar, the date in this paragraph
55 would be November 1, 2023.) To that end:
56

57 a The Parties agree that the approval of the Academic Calendar may be bifurcated
58 and implemented in parts, and agree that negotiations concerning the Fall side
59 shall take priority over the Spring side.
60

61 b If by November 1 of the prior academic year an Academic Calendar is not
62 approved, the Parties agree that the District may tentatively adopt an Academic
63 Calendar for the purposes of planning educational programming, subject to
64 continued negotiation.
65

66 c The Parties agree that mandatory issues concerning the Academic Calendar,
67 meaning the start- and end-dates of the contract year, holidays, and placement of
68 non-contract periods (e.g. Spring break) shall be prioritized over any effects issues,
69 to include new Legislative acts, District-declared holidays, or emergency
70 interruption to instructional services.
71

72 6. To the extent practicable, the Parties agree that the Academic Calendar shall be
73 developed a minimum of three (3) Academic years in advance.
74

75 This MOU is intended to clarify and implement the aforementioned processes, shall be effective
76 immediately following approval by the undersigned parties, and shall continue in effect for the term of
77 the 2022-2025 Collective Bargaining Agreement, or until such time as the material terms of a successor
78 agreement may affirm, modify, or rescind the provisions of this MOU.

Settlement-Calendar (AY2023-24) 2023-01-28

Final Audit Report

2023-01-28

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