

**ARTICLE 25 - AGREEMENT CONDITIONS AND DURATION**

The following tentative agreement regarding Article 25 language changes is agreed.

For the El Camino College Federation of Teachers  
By: *Laura C. Salbenmager*  
Chief Negotiator  
Date: 9/27/2023

For the El Camino College District  
By: *Jane Miyashiro*  
Chief Negotiator  
Date: 9/23/2023

Section 1. Sole Agreement

This Agreement when ratified and executed by each party hereto shall constitute the sole agreement between them. Any modification or amendment of this agreement must be made by and between the parties hereto in writing and executed by each party hereto.

Section 2. District And Federation Obligations

Neither the District nor the Federation shall be bound by any requirement which is not expressly and explicitly stated in this Agreement. Neither the District nor the Federation is bound by any policies or past practices of the District or understandings with any employee organization or council, unless such policies or past practices or undertakings are specifically stated in this Agreement.

Section 3. Negotiating Obligation

This Agreement is intended to cover all matters relating to wages, hours, and all other terms and conditions of employment. During the term of this Agreement, neither the District nor the Federation will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

Section 4. Savings Clause

If any provision of this Agreement is or shall be at any time contrary to law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law. Any substitute action which is not authorized by law shall be subject to meeting and negotiating

or consultation, as the case may be, with the Federation. In the event that any provision of this Agreement is, or shall be, at any time contrary to law, all other provisions of this Agreement shall continue in effect.

Section 5. Effective Date and Duration of Agreement and Reopener Provisions

This Agreement shall become effective upon ratification by both parties for a three-year term commencing July 1, 2022 through ~~December 31, 2022~~ June 30, 2025 with the third year of the Agreement having reopener negotiations for Article 10 (Compensation for Year 3) and the MOU pertaining to the Pilot Program for Part-Time Faculty Health Benefits. Sunshining of initial reopener proposals to commence in January 2024. This is proposed so that the parties will have the benefit of training on interest-based bargaining during Spring 2024 prior to negotiating compensation for July 1, 2024 – June 30, 2025. This will also benefit both parties knowing the District’s ending fund balance as of June 2024 and State funding for fiscal year 2024-2025. This Agreement shall continue to remain in full force and effect until a successor Agreement is approved or upon completion of negotiations and impasse procedures. In ~~August 2022~~ December 2024, both parties shall provide their respective proposals for a successor Agreement. The written proposal for a successor agreement will be sunshined for public notice on the ~~August 2022~~ January 2025 agenda of the Board of Trustees. Negotiations between the parties will commence in ~~September 2022~~ February 2025 for a successor Agreement.

It is agreed:

El Camino College Federation of Teachers,  
Local 1388, AFT, AFL-CIO

El Camino Community  
College District

NOTE: Signature lines to be included upon ratification by both parties for inclusion with the finalized Agreement before posting on the District website.