

**ARTICLE 1: AGREEMENT CONDITIONS AND DURATION**

1.1 This Agreement shall be in effect from July 1, 2022 through June 30, 2025.

**1.2 Amendment/Revisions**

This Agreement shall only be updated, amended, and/or revised by mutual agreement with the Southwestern Community College District Administrators' Association (SCCDAA). Any final proposed revision shall be submitted for approval to the Southwestern Community College District Governing Board.

**1.3 Savings Provision**

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. The parties shall begin to negotiate a replacement provision or provisions for any invalidated terms of the Agreement within fifteen (15) working days of the new decision.

**1.4 No Strike/No Lockout**

During the term of this Agreement, the District will not lock out its employees, and the Association, its officers, representatives for agents, will neither cause nor encourage its members to engage in any strike.

**1.5 Re-Openers/Successor Negotiations**

Upon written notice and completion of the Public Notice requirements set forth in Government Code Section 3547, the Association and District may re-open negotiations on compensation, health and welfare benefits and two (2) additional Articles selected by each party as follows:

**1.5.1 Re-Openers**

1.5.1.1 For contract year 2023-2024, the parties shall sunshine their proposals no sooner than July 2023.

1.5.1.2 For contract year 2024-2025, the parties shall sunshine their proposals no sooner than July 2024.

**1.5.2 Successor Negotiations**

For the successor agreement, the Association and District agree to submit its initial proposal no earlier than September 1, 2024 of the last year of this contract.

**1.6 Completion of Meet and Negotiate**

This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only by the

voluntary consent of the parties in a written and signed amendment to this Agreement. The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the agreements and understanding arrived at after the exercise of that right are set forth herein. Except for new contract negotiations, or when mutually agreed to by the parties, during the term of this Agreement neither party shall be required to negotiate with respect to any matter.