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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT
AND THE
PASADENA CITY COLLEGE FACULTY ASSOCIATION**

February 3, 2025

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9 This Memorandum of Understanding (MOU) is entered into by and between the Pasadena Area Community
10 College District (hereinafter referred to as "PACCD" or "the District") and the Pasadena City College Faculty
11 Association (PCCFA), in accordance with the Educational Employment Relations Act and the Collective
12 Bargaining Agreement between the parties.
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14 The parties acknowledge and agree to the following temporary emergency initiatives set forth below.
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Payroll Advancement Highlights (February 28, 2025)

17 The District will provide employees directly affected by the wildfires with a payroll advance on earned
18 income to assist with financial needs. The amount of the advance, the terms of repayment, and the conditions
19 for repayment are outlined below.

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Amount and Terms

21 Employees may request a one-time payroll advance based on the following:

22 Full-Time Probationary/Permanent Employees: an amount equal to a month's salary not to exceed \$6,000.

23 Part-Time Employees: an amount equal to their average monthly earnings over the past 12 months not to
24 exceed \$6,000

- 25
- The loan will be interest-free.
 - Deadline to submit the Payroll Advance request will be February 28, 2025.
 - Check will be provided within two weeks of approval, with goal of a check within one week
28 of request.
 - No voluntary benefit deductions will be deducted in advance.
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Repayment Schedule

- Repayment of the payroll advance will begin with the employee's May paycheck.
 - Upon application, employees authorize the District to begin payroll deductions for
32 repayment beginning with the May 2025 paycheck. Adjunct Faculty will need to pay their advance
33 by the end of their spring assignment (July 5, 2025 paycheck). All other part-time hourly employees
34 will have through their July 10, 2025 paycheck for repayment.
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 - Repayment must be completed by the end of the calendar year. The last deduction will occur
36 on the payroll issuing on December 1st for certificated employees or December 10th for all other
37 employees.
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40 **Temporary Pasadena City College Natural Disaster Leave Guidelines (June 30, 2025)**

41 **Purpose**

42 Pasadena City College (PCC) is committed to supporting employees who are impacted by natural disasters
43 such as earthquakes, wildfires, floods, or other emergencies. These guidelines provide guidelines for leave
44 and flexible arrangements to ensure the well-being of employees while maintaining operational continuity.
45 These guidelines may be amended to reflect any changes from state and/or federal authorities.

46 **Scope**

47 These guidelines apply to all employees of PCC, including full-time, part-time, and temporary staff, who are
48 directly impacted by a natural disaster or emergency that disrupts their ability to perform job duties and
49 continues through June 30, 2025.

50 **Definitions**

- 51 • Natural Disaster: A significant event such as an earthquake, wildfire, flood, severe storm, or
52 other emergency recognized by federal, state, or local authorities as a disaster.
- 53 • Direct Impact: Circumstances in which an employee is displaced, experiences property
54 damage, is under mandatory evacuation, or faces other hardships resulting from a natural disaster.
- 55 • Emergency Response Personnel: Employees who serve as firefighters, law enforcement,
56 emergency medical personnel, or other first responders under California Labor Code Section 230.3.

57 **Guidelines Provisions**

58 **Paid Leave**

- 59 • Employees directly affected by a natural disaster may receive up to five (5) days of paid
60 leave.
- 61 • Paid leave is intended to provide immediate relief without requiring the use of accrued leave
62 balances.
- 63 • To qualify, the employee must notify their supervisor and HR and submit reasonable
64 documentation (e.g., evacuation orders, insurance claims, or notices from utility providers).

65 **Unpaid Leave**

- 66 • If additional time off is required, employees may request up to ten (10) days of unpaid leave,
67 subject to approval by their supervisor and Human Resources.
- 68 • Employees may choose to use accrued leave balances (e.g., vacation, sick leave, or personal
69 days) in lieu of unpaid leave.

70 **Emergency Response Personnel Leave**

- 71 • Employees who are emergency response personnel may take unpaid leave to fulfill duties
72 during a disaster under California Labor Code Section 230.3.
- 73 • PCC may provide paid leave for these employees at its discretion, or they may use accrued
74 leave.

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76 **Flexible Work Arrangements**

77 • If appropriate, supervisors may approve temporary remote work or adjusted schedules for
78 employees whose housing and/or dependent care services were affected by a natural disaster, based
79 on the nature of their work.

80 • Flexible arrangements should balance the needs of the employee with operational
81 requirements.

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83 **Employee Responsibilities**

84 • Notification: Employees must inform their supervisor as soon as practicable if they are
85 unable to report to work.

86 • Documentation: Employees must provide reasonable documentation to verify the need for
87 leave or flexible arrangements. This documentation will be forwarded to and retained by the Office
88 of Human Resources.

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90 **Continuation of Benefits**

91 Employees on approved leave under these guidelines will retain their health and welfare benefits in
92 accordance with PCC's leave policies and applicable laws.

93 **Return to Work**

94 • Employees should communicate their anticipated return-to-work date with their supervisor
95 and Human Resources.

96 • PCC will provide reasonable accommodation for employees facing ongoing challenges due
97 to the disaster, as required by law.

98 **Catastrophic Leave Donation Program for Natural Disasters or States of Emergency**

99 Introduction: This program enables employees of the Pasadena Area Community College District who have
100 accrued leave credits to donate them to colleagues affected by natural disasters or states of emergency. The
101 assistance aims to support employees who are unable to work and have exhausted all available leave credits.

102 **Purpose**

103 Employees who accrue vacation or sick leave credits may voluntarily donate these credits to a
104 community bank for those employees within the District affected by a declared natural disaster or state
105 of emergency.

106 **Donation Guidelines**

107 • Donor Eligibility: Any employee can donate, provided they retain a minimum of two weeks (80
108 hours) of their own accrued leave.

- 109 • Distribution of Leave: Distribution of donated leave credits is predicated on the number of leave
110 credits donated and the number of applicants requesting leave and will be distributed proportionately.
- 111 • Types of Leave Donated: Employees may donate vacation and sick leave credits.
- 112 • Minimum/Maximum Donation: Employees must donate at least 8 hours and can donate up to a
113 maximum that ensures they retain the required minimum of their own accrued leave.

114 **Distribution of Donated Time**

- 115 • Assessment of Need: Levels of urgency and impact are established to prioritize allocation:
- 116 • Level 1: Immediate housing displacement.
- 117 • Level 2: Childcare challenges requiring immediate attention.
- 118 • Level 3: Other significant impacts (e.g., loss of household utilities or transportation
119 difficulties).
- 120 • Amount of Leave: Leave is allocated based on assessed need:
- 121 • Level 1: Up to 80 hours.
- 122 • Level 2: Up to 40 hours.
- 123 • Level 3: Up to 24 hours.
- 124 • Ongoing Support: Provisions for ongoing needs allow for reapplication if the disaster's
125 impact continues beyond the initial grant of leave.

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127 **Eligibility**

- 128 • Affected Residence: The employee's principal residence must be in a county where a state
129 of emergency has been declared.
- 130 • Exhausted Leave Credits: The employee must have fewer than 40 hours left in both vacation
131 and sick leave credits and must have exhausted all other types of paid time off.

132 **Conditions for Receiving Catastrophic Leave**

- 133 • Employment Impact: The employee must exhausted all types of paid time off.
- 134 • Financial Hardship: Demonstrated financial hardship from the disaster is required.
- 135 • Use Limits: The total donated leave shall not exceed what is necessary for maintaining the
136 employee's regular rate of pay for up to three months.

137 **Administration**

- 138 • Authority: The President may make exceptions or expand benefits under compelling
139 circumstances.
- 140 • Verification Process: Applications must include detailed circumstances and relevant
141 documentation, verified by HR or a designated committee.

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144 This MOU is subject to ratification by the Board of Trustees. This MOU shall take effect upon its execution
145 and approval by the Parties. MOU is non-precedential, and may not be utilized as the basis for any current or
146 future claim of a past practice.

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148 This Memorandum of Understanding (MOU) does not modify the parties' rights or obligations under the
149 current effective Collective Bargaining Agreement (CBA) or the Educational Employment Relations Act
150 (EERA). It is non-citable, non-precedential, and shall not be relied upon as the basis for the establishment of
151 any past practice.

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153 IN WITNESS WHEREOF, the parties have executed this MOU on the date first above written.

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155 Signed and entered into this 3rd day of February, 2025.

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158 For the District:  _____ Date:
159 Robert S. Blizinski,
160 Assistant Superintendent/Vice President Human Resources

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163 For PCCFA:  _____ Date:
164 Mark Whitworth,
165 PCCFA President