

Memorandum of Understanding
Cal Poly SLO
Mutual Termination of Settlement Agreement
PERB Case No. LA-CE-1230-H

This Agreement ("Agreement") is entered into between the Board of Trustees of the California State University ("CSU" or "University"), through its California Polytechnic State University, San Luis Obispo Campus ("Cal Poly"), and the Academic Professionals of California ("APC"), all of whom are designated collectively as the "Parties" to this Agreement, regarding the December 12, 2014 settlement agreement in PERB Case No. LA-CE-1230-H (Appendix A).

Whereas, the parties desire to return to status quo and utilize the systemwide classification and compensation standards for the Student Services Professionals ("SSP") classification, the parties mutually agree as follows:

1. The parties agree that effective upon full execution of this Agreement, the above referenced settlement agreement in PERB Case No. LA-CE-1230-H will be terminated. As a result, Cal Poly will adopt the CSU SSP Series Classifications. Current Cal Poly SSPs who were qualified under the terms of the 2014 settlement agreement will maintain their employment and will not be terminated if they are found to not meet the CSU SSP Series minimum qualifications.
2. Current Cal Poly SSPs (Appendix B) who were qualified for their position under the terms of the 2014 settlement agreement and past practice related to minimum qualifications for education will be regarded as meeting the minimum qualifications for "education equivalent to graduation from a four-year college or university in a job-related field" under the CSU SSP Series Classification and Qualification Standards at Cal Poly both with respect to the position they currently hold and insofar as this minimum qualification is a prerequisite for promotion within the SSP series. All other CSU SSP Series Classification education and experience minimum qualifications remain in effect for these employees.
3. APC understands and agrees that this status of being "grandfathered in" per paras. 1 and 2 of this Agreement shall terminate when the grandfathered SSP classified employee terminates employment or accepts another position at Cal Poly outside of the SSP classifications. APC further understands that if a "grandfathered" SSP classified employee terminates employment and desires to seek re-employment, they must meet eligibility requirements existing at the time of re-application.
4. APC understands that, for the employees who are "grandfathered" in per paras. 1 and 2 of this Agreement, recognition of the past practice at Cal Poly is limited to Cal Poly and no other CSU campus. Thus, Cal Poly is not liable for another CSU's determination not to accept Cal Poly's past practice related to interpretation of minimum qualifications prior to execution of this Settlement Agreement.
5. Both parties to this agreement release and forgive all mutual claims, agreements, actions, and liabilities that the parties might have against one another based upon the above referenced

settlement agreement in PERB Case No. LA-CE-1230-H or based on Cal Poly's past practice as it relates to interpretation of minimum qualifications.

6. This Agreement shall not create a precedent for any other settlement at Cal Poly or elsewhere within the CSU.
7. This Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of any party to this agreement.
8. The undersigned parties represent that they have read and understand the terms of this Agreement and that they are authorized to execute this Agreement on behalf of their principals.

Feb 16, 2021
Date: _____


[Al Liddicoat \(Feb 16, 2021 09:28 PST\)](#)

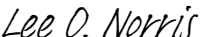
Al Liddicoat
Vice Provost for Academic Affairs and Personnel
Cal Poly SLO

Feb 16, 2021
Date: _____


[Edie Brown \(Feb 16, 2021 09:22 PST\)](#)

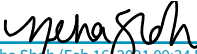
Edie Brown
President
Academic Professionals of California

Feb 16, 2021
Date: _____


[Lee O. Norris \(Feb 16, 2021 09:10 PST\)](#)

Lee O. Norris
Labor Relations Manager
Academic Professionals of California

Feb 16, 2021
Date: _____


[Neha Shah \(Feb 16, 2021 09:34 PST\)](#)

Neha R. Shah
Manager of Systemwide Labor Relations
California State University, Office of the Chancellor