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**MEMORANDUM OF UNDERSTANDING REGARDING
GROUND RULES GOVERNING NEGOTIATIONS
BETWEEN THE PASADENA AREA COMMUNITY COLLEGE DISTRICT AND THE
PASADENA CITY COLLEGE FACULTY ASSOCIATION ("ASSOCIATION")**

June 9, 2022

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The following ground rules governing negotiations have been agreed to by the bargaining teams for the Pasadena Area Community College District ("District") and the Pasadena City College Faculty Association ("Association") for the duration of the negotiations leading to a successor agreement to the 2017-2019 Collective Bargaining Agreement (CBA).

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1. **Authorization – Presence at the table constitutes authorization to negotiate by both sides under the provisions of, and in accordance with, the Educational Employee Rights Act ("EERA"). (Government Code §§ 3540 et seq.)**
 2. **Good Faith – It is the intent of both teams that negotiations be conducted at the bargaining table and in good faith towards achieving a CBA mutually beneficial to both the District and the Association members.**
 3. **Meetings**
 - a. **Due to the current pandemic, the teams agree to utilize on-line video technology (e.g., Zoom) to facilitate these negotiations. The teams agree that neither team shall record (video or audio) the negotiation meetings except by mutual agreement. If any audio and/or video recording is allowed, either team may request copies of the recordings. The teams further agree not to redirect or rebroadcast the negotiation meetings beyond the identified bargaining team members. Only identified bargaining team members, identified subject matter experts, and/or other mutually agreed upon and identified individuals shall be permitted to view, listen, or otherwise participate in these negotiations.**
 - b. **The teams will mutually select the time and date of each negotiation meeting. By mutual agreement, starting and ending times for each meeting may be altered if necessary. Neither team may cancel without legitimate cause.**
 4. **Cancellations - The parties agree that they will endeavor to notify the other with as much advance notice as possible of any meeting cancellation.**
 5. **Agenda – Before adjourning each meeting, the teams will confirm the date, time, and location for the next meeting. To the extent practicable, at the end of each meeting each party shall attempt to identify the issues or interests anticipated to be discussed at the next meeting so as to enable full and informed discourse as well as the availability of "experts" if necessary.**
 6. **Parking Lot - If no agreement has been reached on a particular item, the parties may agree to defer such item and negotiations may continue on other items.**
 7. **Resources – Each team may bring to any negotiation meeting resource people or observers as needed with 24 hours advanced notice given to the other team's chief negotiator. If both teams mutually agree, resource persons may be invited to join any meeting immediately. Such persons shall be regarded as resource people and not as team members. People used in this context shall not include students or members of the media except as mutually agreed. Resource people will abide by all ground rules listed in this document. By mutual agreement of the chief negotiators, resource persons or observers may be asked to leave for all or a portion of the session.**

- 55 8. Technology -- Computers, tablets, and cell phones will be permitted at the Table. No audio or
56 video recording is allowed except by mutual agreement. If any audio recording is allowed, either
57 team may transcribe copies of its recordings at that team's expense.
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- 59 9. Minutes – There will be no joint minutes. Each team will be responsible for keeping its own
60 record.
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- 62 10. Recesses and Caucuses – Either team may call for a recess or caucus whenever deemed
63 necessary. When a caucus is called, the teams requesting the caucus will provide a time estimate
64 of the caucus, which may be updated. A suitable caucus room will be made available for each
65 team.
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- 67 11. Document Exchange – Proposals and counter proposals will be made in writing. Each side will
68 provide copies for all members of the two bargaining teams. Upon request, a party submitting a
69 proposal shall provide an electronic version of the proposal.
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- 71 12. Information Requests – Information requests shall be presented in writing.
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- 73 13. Tentative Agreements – All tentative agreements achieved shall be reduced to writing, dated, and
74 signed by the respective chief negotiators. The chief negotiators must, and other negotiation team
75 members may sign tentative agreements for their respective teams. All such dated and signed
76 agreements remain tentative pending completion of the entire CBA. All tentative agreements are
77 subject to final ratification of the entire CBA by the Association membership and approval by the
78 Board of Trustees.
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- 80 14. Communications – Both teams have the responsibility to keep their represented constituents
81 informed about the progress of negotiations. Each team has the right to make periodic progress
82 reports to the team's constituencies; such reports shall be truthful and designed to be informative
83 of the bargaining process.
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- 85 15. Confidentiality – If both chief negotiators agree that a conversation will be kept "off the record,"
86 then no notes will be taken and all elements of the "off the record" exchange will be kept strictly
87 confidential.
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- 89 16. Both teams agree to conduct themselves with professionalism, civility, mutual respect and dignity.
90 No bargaining team member shall be discouraged from being an active, vocal participant in
91 discussions. However, respect for team members representing each party as well as the
92 leadership of the District and the Association will be shown at all times. Unprofessional conduct
93 and personal attacks may be grounds to end a negotiations session at the discretion of either
94 chief negotiator.
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- 96 17. All negotiation sessions shall be closed to the public unless otherwise agreed upon.
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- 98 18. These ground rules may be amended by mutual agreement.
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100 Pasadena City College Faculty Association

Pasadena Area Community College District

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