

**Memorandum of Understanding
Between State Center Community College District
and the State Center Federation of Teachers (SCFT)
Full-Time Faculty and Part-Time Faculty**

December 18, 2024

This Memorandum of Understanding regarding ground rules governing negotiations has been agreed to by the State Center Community College District and the State Center Federation of Teachers ("SCFT") bargaining teams for the duration of the negotiations leading to a successor agreement to the 2024-2027 Collective Bargaining Agreement (CBA).

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"), California Government Code section 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 District and SCFT members.
3. Meetings – The parties will mutually select the time and date of each negotiation session. By mutual agreement, starting and ending times for each session may be altered if necessary. Each team's chief negotiator must be present at all negotiating sessions, unless both teams mutually agree to continue with one or both absent. Each party's representatives may periodically attend negotiations remotely to facilitate meetings.
 - a Only identified bargaining team members, identified subject matter experts, and/or other mutually agreed upon and identified parties shall be permitted to view, listen, or otherwise participate in these negotiations.
 - b When a bargaining schedule has been established, the parties agree to adhere to that schedule barring unforeseen circumstances. The parties agree that they will endeavor to notify the other with as much advance notice as possible of any meeting cancellation. The parties will, to the extent possible, discuss changes to negotiation dates at least forty-eight (48) hours in advance. In the event a bargaining session has to be cancelled, the parties agree to re-schedule that session.
 - c It is the responsibility of each party to inform their respective representatives of the next meeting, date, time, and location.
4. 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.
5. Resources – Each party may bring an expert on a particular subject matter or other necessary persons to a negotiation session to present and/or receive information from the other party. Such persons shall be regarded as resource people and not as team members. People used in this context shall not include District 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.
6. Recordings – No audio or video recording is allowed except by mutual agreement. If any audio and/or video recording is allowed, either team may request copies of the recordings.

- 56 7. Recesses and Caucuses – Either team may call for a recess or caucus whenever deemed
57 necessary. When a caucus is called, the teams requesting the caucus will provide a time estimate
58 of the caucus, which may be updated.
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- 60 8. Minutes – There will be no joint minutes. Each team will be responsible for keeping its own record.
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- 62 9. Document Exchange – All proposals and counter proposals shall be submitted in writing and
63 electronically in Word format at the time they are presented.
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- 65 10. Information Requests – Information requests shall be presented in writing. Each side will make
66 every effort to provide requested information within a reasonable time. Information requests are
67 understood to mean request for existing data or information. Generally, responses to information
68 will be provided electronically.
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- 70 11. Tentative Agreements – All tentative agreements achieved shall be reduced to writing, dated, and
71 signed by the parties. Electronic signatures are acceptable. All such dated and signed agreements
72 remain tentative pending completion of the entire CBA and final ratification of the entire CBA by the
73 SCFT membership and approval by the School Board. Each party shall recommend that its
74 principals ratify and/or adopt any comprehensive tentative agreement on all matters under
75 negotiation reached by the parties' negotiation teams.
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- 77 12. Communications – Both teams have the responsibility to keep their represented constituents
78 informed about the progress of negotiations. Each team has the right to make periodic progress
79 reports to the team's constituencies; such reports shall be truthful and designed to be informative of
80 the bargaining process.
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- 82 13. Confidentiality – If both chief negotiators agree that a conversation will be kept "off the record," then
83 no notes will be taken and all elements of the "off the record" exchange will be kept strictly
84 confidential.
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- 86 14. Both teams agree to conduct themselves with mutual professionalism, civility, respect and dignity.
87 No bargaining team member shall be discouraged from being an active, vocal participant in
88 discussions. However, respect for team members representing each party as well as the leadership
89 of the District and SCFT will be shown at all times. The parties will refrain from orally attacking
90 negotiators on each team either during or away from the bargaining table in any form.
91 Unprofessional conduct and personal attacks may be grounds to end a negotiations session at the
92 discretion of either chief negotiator.
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- 94 15. All negotiation sessions shall be closed to the public other than as specified in Rule 5 Resources.
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- 96 16. These ground rules may be amended by mutual agreement.
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99 For District:

For SCFT:

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Final Audit Report

2024-12-23

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