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PROPOSED GROUND RULES GOVERNING NEGOTIATIONS BETWEEN THE ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT and the ANTELOPE VALLEY FEDERATION OF CLASSIFIED EMPLOYEES, LOCAL 4683

August 12, 2025 (District Counter)

The following ground rules governing negotiations have been agreed to by the bargaining teams for the Antelope Valley Community College District ("District") and the and the ANTELOPE VALLEY COLLEGE FEDERATION OF CLASSIFIED EMPLOYEES for the duration of the negotiations leading to a successor agreement to the 2022-2025-2028 Collective Bargaining Agreement (CBA).

- Authorization Presence at the table constitutes authorization to negotiate by both sides under the 1. 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 Federation Unit members.
- Meetings and Venues A schedule of meetings will be jointly determined. By mutual agreement, 3. starting and ending times for each session may be altered if necessary. Each team's chief negotiator(s) must be present at all negotiating sessions, unless both teams mutually agree to continue with one or both absent. The Federations preferred meeting venue is Zoom, while the District's interest is in retaining flexibility for the teams to work through negotiable issues. In the event that an item/article is approaching deadlock, the parties agree the item/article may be deferred to an in-person negotiations meeting. Meetings shall be arranged to occur in a designated venue (location or modality) when scheduled, whether in-person or by zoom or another online format, unless agreed to by mutual agreement. When conducted via Zoom/remote software, each participant may be co-located with other members of their negotiation team, but shall otherwise ensure that they are not sharing the audio/video of the negotiation session with any unauthorized persons.
- 4. Cancellations - The parties agree that they will endeavor to notify the other at least two business days in advance, unless the cancellation is caused by an urgent and unforeseen event, in which case the cancelling party will provide 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 venue 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"/resource people 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. Reconsideration - Any participant may request that an issue be reconsidered (i.e. raise a "second thought") if new information is available or the participant identifies a new way to improve upon a previous solution. The reconsideration of issues that have previously been tentatively agreed to and signed requires the mutual approval of both parties.
- 8. 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 <u>or observers</u> may be asked to leave for all or a portion of the session.

9. Technology -- Computers, tablets, and cell phones will be permitted at the Table. No audio or video recording is allowed except by mutual agreement. If any audio recording is allowed, either team may transcribe copies of its recordings at that team's expense.

10. Minutes – There will be no joint minutes. Each team will be responsible for keeping its own record.

11. Communication between sessions should go via e-mail through the following team members: AVCFCE –Pamela Ford (pamela.ford@avc.edu), Ahrien T. Johnson (ajohnson@cft.org), Jason Elias (Interim) (jelias@cft.org), AVCCD: District Negotiation Team, Dr. Lauren Elan Helsper (lauren.elanhelsper@avc.edu), and Josh Taylor, District Counsel (jtaylor@mcdougallawfirm.com).

Recesses and Caucuses – Either team may call for a recess or caucus whenever deemed necessary. When a caucus is called, the teams requesting the caucus will provide a time estimate of the caucus, which may be updated.

13. Document Exchange – Proposals and counter proposals will be exchanged <u>electronically</u> in writing <u>utilizing standard word processing format</u>. Each side will provide copies for all members of the two bargaining teams. Upon request, a party submitting a proposal shall provide an electronic version of the proposal. **Proposals and counter-proposals shall not use MSWord's "tracked" function, but shall be modified in accordance with the following key:**

 Unchanged existing language

Deleted proposal language

Added proposed language
Accepted deletion

Accepted addition

TermsLanguage highlisted that may be agreedacceptable, but with questions.

Undeleted existing language (i.e., one party deleted it and the other put it back)

[Notes for clarification; not to be included in the TA/CBA]

14. Information Requests – Information requests shall be presented in writing to the designated representatives identified in Paragraph 11.

 15. Tentative Agreements – All tentative agreements achieved shall be reduced to writing, dated, and signed by the respective chief negotiators. The chief negotiators must, and other negotiation team members may sign tentative agreements for their respective teams. All such dated and signed agreements remain tentative pending completion of the entire CBA. All tentative agreements are subject to final ratification of the entire CBA by the <u>AssociationFederation</u> membership and approval by the Board of Trustees.

16. Communications – Both teams have the responsibility to keep their represented constituents informed about the progress of negotiations. Each team has the right to make periodic progress reports to the team's constituencies; such reports shall be truthful and designed to be informative of the bargaining process.

17. Confidentiality – If chief negotiators agree that a conversation will be kept "off the record," then no notes will be taken and all elements of the "off the record" exchange will be kept strictly confidential.

18. Both teams agree to conduct themselves with professionalism, civility, mutual respect and dignity. No bargaining team member shall be discouraged from being an active, vocal participant in

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112		discussions. However, respect for team members representing each party as well as the le	
113		of the District and the Federation will be shown at all times. Unprofessional conduct and	•
114		attacks may be grounds to end a negotiations session at the discretion of either chief neg	gotiator.
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116	19.	All negotiation sessions shall be closed to the public unless otherwise agreed upon.	
117	20	Observans Observans may be present at beyoning accelens	
118	20 .	Observers – Observers may be present at bargaining sessions.	
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120	2 <u>01</u> .	These ground rules may be amended by mutual agreement.	
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