

Ground Rules (Open Bargaining)

1. Limited Open Negotiations – Unless agreed otherwise in writing, the parties agree to conduct open and public negotiations as follows:
 - a. Open negotiations shall be limited to Article 10 – Compensation and Article 17 – Insurance Benefits. ~~Open negotiations on Articles 10 and 17 shall not begin until negotiations have concluded on reopeners for Year 3 (2024-2025) compensation (Article 10).~~
 - b. The negotiation session will be conducted ~~in a live webinar in person format~~ and made available to the public through an online link **and in person attendance**.
 - c. Only identified bargaining team members, identified subject matter experts, and/or other mutually agreed upon and identified individuals shall be permitted to participate or comment during negotiations.
 - d. Non-bargaining team member observers shall not be permitted to comment, chat, leave messages, or otherwise participate in negotiations.
 - e. The bargaining team members and non-bargaining team observers are responsible for providing their own computer and the online meeting resource for virtual attendance during the negotiating session.
2. Meetings
 - a. The parties agree to utilize Zoom to facilitate these negotiations. ~~Bargaining team members shall be on camera and shall keep their cameras on at all times unless otherwise agreed by the parties.~~
 - b. The parties agree that neither bargaining team ~~nor any observer~~ shall record (video or audio) or rebroadcast the negotiation meetings in any way. **Observers will also not be permitted to record or rebroadcast the negotiation meetings. Any violation of this requirement shall entitle either party to immediately declare this MOU null and void and cease participating in open negotiations.**
 - c. The teams will mutually select the time and date of each open negotiation meeting. By mutual agreement, starting and ending times for each meeting may be altered if necessary. Neither team may cancel without legitimate cause.
 - d. When a bargaining schedule has been established, the teams agree to adhere to that schedule barring unforeseen circumstances. The teams agree that they will endeavor to notify the other with as much advance notice as possible of any meeting cancellation. The teams will, to the extent possible, discuss changes to negotiation dates at least forty-eight (48) hours in advance. In the event a negotiation meeting has to be cancelled, the teams agree to **reschedule** ~~re-schedule~~ that meeting.
 - e. It is the responsibility of each team to inform their respective representatives of the next meeting, date, time, and location.
3. Before adjourning each meeting, the teams will confirm the date, time, and location for the next meeting.

4. All proposals, counter-proposals, and supporting documents presented by a party shall be visible to all bargaining team members and non-bargaining team observers. Copies of all proposals, counter proposals, and supporting documents shall be submitted in writing and electronically in Word format to the other bargaining team at the time they are presented.
5. Both teams will come to negotiations with at least one member authorized to bind their party and execute tentative agreements and Memoranda of Understanding.
6. Each team will take their own notes.
7. Each team may request a private caucus at any time. The party calling the caucus will leave the negotiating room. Each team agrees to contact the other party in the event that any caucus runs longer than thirty (30) minutes. Caucuses shall not be open or available to observers.
8. Neither party shall declare impasse until all proposals have been presented and discussed by the parties.
9. Negotiations teams may communicate with their constituents regarding the current status of negotiations and the issues under discussion and options being considered.
10. Information Requests – Information requests shall be presented in writing. Each side will make every effort to provide requested information within a reasonable time. Information requests are understood to mean requests for existing data or information. Generally, responses to information will be provided electronically.
11. Tentative Agreements – All tentative agreements on contract articles achieved shall be reduced to writing, dated, and signed by the parties. Electronic signatures are acceptable. All such dated and signed agreements remain tentative pending completion of the entire CBA and final ratification of the entire CBA by the Federation membership and approval by the School Board. Each party shall recommend that its principals ratify and/or adopt any comprehensive tentative agreement on all matters under negotiation reached by the parties' negotiation teams.
12. Memoranda of Understanding are final agreements regarding matters outside of the CBA and shall be signed by the authorized agents from both teams and are effective as specified in each Memorandum of Understanding.
13. Both parties agree to maintain a professional and cooperative relationship.
14. No bargaining team member shall be prohibited or discouraged in participating in negotiations.
15. These ground rules may be amended by mutual agreement.
- ~~16. This is a pilot program is limited to the terms set forth herein for the above-identified articles during 2025-2028 successor bargaining and shall sunset and be of no further effect upon the completion of bargaining of Articles 10 and 17. This MOU shall be of no effect should one or both parties declare impasse or participate in pre-impasse mediation regarding Articles 10 and/or 17.~~
- ~~17. This Agreement is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.~~

Date: _____

For District Authorized Agent(s):

ECC AFT 1388 Authorized Agent:
