

July 24, 2019

MEMORANDUM OF UNDERSTANDING BETWEEN
THE PALOMAR COMMUNITY COLLEGE DISTRICT AND THE
COUNCIL OF CLASSIFIED EMPLOYEES CCE/AFT LOCAL 4522

This Memorandum of Understanding (MOU) is entered by and between Palomar College Community College District ("District") and the Palomar College Council of Classified Employees, AFT Local 4522 ("CCE"), collectively "the parties."

WHEREAS, the parties have previously negotiated the use of security/surveillance cameras, and;

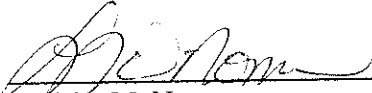
WHEREAS, the parties have discussed the use of parking electronic parking passes and have agreed that this MOU supersedes the existing MOU regarding security/surveillance cameras, see attachment 1.

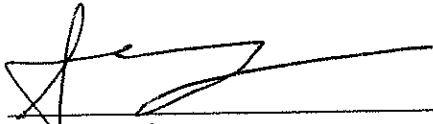
1. The District shall not use any technology related to parking enforcement or campus safety (i.e. license plate readers or cameras) to monitor classified staff whereabouts, locations, or hours spent on campus.
2. Security/surveillance cameras, will be installed only in public places, and shall be prohibited in classrooms, offices, restrooms, and break rooms.
3. Security/surveillance cameras are to be viewed only for theft and crime deterrent purposes by law enforcement personnel. Any data collected shall not be used for employee personnel matters except when substantiating criminal conduct or theft, at which time, only that portion of the data relevant to the investigation may be viewed.
4. Law enforcement personnel, in the course of a law enforcement investigation, shall be solely responsible for access to and distribution of any information received. At no other time will district-employed law enforcement personnel turn over or share any data captured by the security/surveillance cameras.
5. ~~Both parties recognize that California law prohibits audio recording unless both parties provide permission.~~
6. This MOU shall be added to and incorporated within the CBA.
7. ~~The District shall not monitor electronic transmission (e.g view, copy, or confiscate any electronic file) for their content unless required to do so under court order or a legally enforceable subpoena, or other serious, emergent situation requiring immediate action. The District may monitor use patterns and costs in a bona fide criminal investigation.~~
8. ~~All work spaces shall be free from eavesdropping devices, whether mechanical or electronic, unless all classified staff member(s) affected gives explicit consent to such eavesdropping. For the purposes of this MOU, eavesdropping shall include recording, photographing, observing~~

*PCCD Counter Proposal #1-CCE Counter Proposal#2
Security & Surveillance Cameras & Electronic parking passes
Monitoring of Workspaces and Communications
July 24, 2019 July, 25, 2019*

and/or listening.

This MOU shall become effective upon approval **by the Board of Trustees.**

Dated: 7/26/19 _____

Dr. Lisa M. Norman
Assistant Superintendent/Vice President, Human
Resource Services

Dated: 7/31/19 _____

Anel Gonzalez
President, CCE/AFT Local 4522