

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE PASADENA AREA COMMUNITY COLLEGE DISTRICT
AND THE PASADENA CITY COLLEGE FACULTY ASSOCIATION
REGARDING SUBPOENA AND JURY DUTY LEAVE**

This Memorandum of Understanding (“MOU”) memorializes an agreement reached between the Pasadena Area Community College District (“District”) and the Pasadena City College Faculty Association (“Association”) (collectively, the “Parties”) on behalf of the District’s adjunct faculty to reflect agreed upon amendments to the current collective bargaining agreement (the “CBA”) entered into between the District and the Association. All other terms and conditions of the existing CBA and other MOUs shall remain in full force and effect.

RECITALS

WHEREAS, the CBA includes provisions regarding Subpoena and Jury Duty Leave in Article 5.16.

WHEREAS, the District believes that this benefit should apply to both adjunct and full-time faculty; and

WHEREAS, the Parties would like to extend the CBA’s provisions such that adjunct faculty will have the same rights and responsibilities regarding subpoenas and jury duty as applicable to full-time faculty.

AGREEMENT

NOW THEREFORE, the parties have agreed as follows:

1. Effective January 11, 2016, adjunct faculty will be entitled to paid Subpoena or Jury Duty Leave.
2. Subpoena and Jury Duty Leave will be granted to an adjunct faculty member when he/she is absent because of a mandatory court appearance, except when he/she is a litigant. An adjunct faculty member who is entitled to this paid leave will suffer no monetary loss by reason of this service.
3. Fees, exclusive of mileage paid by the court or party requiring an adjunct faculty member’s appearance, shall be paid to the District unless the fees are greater than the adjunct faculty member’s salary in which case he or she may retain the fees and be listed as absent due to personal business.
4. A copy of the subpoena or a certificate of the clerk of the court must be filed with the adjunct faculty member’s absence report.

5. An absence due to appearance for a legal action in which the adjunct faculty member is a litigant may be charged to sick leave under the CBA's provisions for personal necessity leave if the adjunct faculty member so elects.
6. While on paid jury duty leave, an adjunct faculty member shall return to the District service on any days or portions thereof on which his/her service as a jury is not required and he/she would otherwise be in service to the District.
7. Except as expressly stated in this MOU, the parties do not intend to and do not agree to effect any other change to the current CBA, any other MOUs or the District's policies and procedures.
8. This MOU supersedes any previous agreements or determinations regarding Subpoena and Jury Duty Leave for adjunct faculty.

Dated: 1-29-16

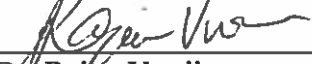
Dated 1-29-16

PASADENA CITY COLLEGE FACULTY
ASSOCIATION

PASADENA AREA COMMUNITY
COLLEGE DISTRICT

By: 

Dr. Julie Kiotas
President

By: 

Dr. Rajen Vurdien
Superintendent/President