

**TENTATIVE AGREEMENT**  
**BETWEEN THE**  
**PASADENA AREA COMMUNITY COLLEGE FACULTY ASSOCIATION**  
**AND**  
**THE PASADENA AREA COMMUNITY COLLEGE DISTRICT**

**June 16, 2025**

**ARTICLE 5**  
**WORKING CONDITIONS**

**5.1 CLASS OR STATION ASSIGNMENTS**

- 5.1.1 Unit members shall meet assigned classes or report to established work stations at the times and places scheduled.
- 5.1.2 Unit members shall report absence to the division office at the earliest possible time prior to the start of assigned duties.

**5.2 COLLEGE POLICY, REGULATIONS AND PROCEDURES**

Unit members shall observe College policy, regulations and procedures. Such policy, regulations and procedures include, but are not limited to, the areas of grading, attendance, class records, textbook selection, conference attendance, instructional trips, guest speakers, political activities, prohibited instruction, tutoring for pay, release of confidential information and academic freedom.

**5.3 INSTRUCTION**

Classroom instructors shall:

- 5.3.1 Establish objectives of classes, plan and organize instruction (such as lesson plans, reading lists, assignments schedule, methods of evaluation) to meet these objectives, and administer examinations or assignments in accordance with a set of objectives and with other specifications defined in the course outline of record.
- 5.3.2 Inform classes via a syllabus about course objectives, office hours, student learning outcomes, course content, attendance expectations, examinations or assignments, and the basis for assigning grades. The syllabus should be emailed or otherwise provided to students and the Division Office the first week of the class.
- 5.3.3 Participate in the assessment of student learning outcomes and to report the results of class assessments according to mutually agreed upon established procedures. All faculty are responsible for assessing and reporting student learning outcomes for all courses, including overload, summer, and intersession. All full-time faculty members are expected to participate in the development and

submission of related reports and to integrate results of assessments into comprehensive program review and annual updates.

## 5.4 GENERAL

Bargaining Unit members are responsible to:

- 5.4.1 Participate in a range of professional activities related to their assigned duties each semester, including: Curriculum development and update, and College governance, if in full-time status; hiring committees and other District-sanctioned committees; division and department meetings; participation in discipline specific organizations (e.g., boards, advisory groups, etc., both internal and external); grant writing or research and writing of an academic nature that benefits teaching, learning, or counseling; serving on accreditation site teams; inter-department collaboration projects; coordination with K-12 and other institutions of higher learning; faculty mentoring; attendance at professional conferences and trainings that benefit the functions of the District or teaching, learning, or counseling; attending board meetings; advising student clubs; community outreach, student recruitment efforts, public relations events for the benefit of the District; and fundraising and soliciting donations for benefit of the foundation or students clubs.

Members shall have the ability to determine the above professional responsibilities in which they meet this obligation. When there is an individual documented concern, a faculty member's immediate supervisor may request a meeting to discuss the faculty member's activities. ~~and shall report the activity to their immediate supervisor upon request.~~ Other activities that benefit the District or college or that improve teaching, learning, or counseling shall constitute professional responsibilities by mutual agreement between the Unit Member and the immediate supervisor.

Overload and extra duty assignments do not relieve a full-time faculty member of meeting professional responsibilities associated with their normal load as set forth in this article.

- 5.4.2 Maintain currency in areas of specialization.
- 5.4.3 Perform those duties normally associated with his/her assignment.

## 5.5 NON-TEACHING FACULTY

- 5.5.1 The assignment of a full-time, non-teaching member of the unit shall be one hundred seventy-six (176) duty days per fiscal year, thirty-five hours per week, plus five (5) hours per week for professional growth and development, College governance and other professional responsibilities.

The assignment of an eleven-month full-time, non-teaching member of the unit shall be one hundred ninety-eight (198) days per fiscal year, thirty-five hours per week, plus an additional five (5) hours per week for professional growth and development, College governance and other professional responsibilities.

The assignment of a twelve-month full-time, non-teaching member of the unit shall be two- hundred-twenty (220) days per fiscal year, thirty-five hours per week, plus an additional five hours per week for professional growth and development, College governance and other professional responsibilities.

- 5.5.2 The non-teaching assignment of a non-teaching member of the unit who has a classroom assignment shall be reduced by an amount proportional to the percent of full-time teaching assignment of the classroom assignment.

## 5.6 TEACHING FACULTY – CREDIT COURSES

- 5.6.1 The assignment for a full-time, classroom instructor of credit classes shall be one hundred seventy-six (176) duty days per fiscal year, thirty-four (34) hours per week consisting of a combination of in-class teaching and preparation for teaching, plus five and one half (5.5) hours of additional time for student conferences, plus five and one half (5.5) hours for professional growth and development, College governance and other professional responsibilities. The first duty day will be the first business day prior to the start of the Fall classes.

The assignment for an eleven-month full-time, classroom instructor shall be one hundred ninety-eight (198) days per fiscal year, thirty-four (34) hours per week consisting of a combination of in-class teaching and preparation for teaching, plus five and one half (5.5) hours of additional time for student conferences, plus five and one half (5.5) hours for professional growth and development, College governance and other professional responsibilities.

The assignment of a twelve-month full-time, classroom instructor shall be two-hundred- twenty days (220) days per fiscal year, thirty-four (34) hours per week consisting of a combination of in-class teaching and preparation for teaching, plus five and one half (5.5) hours of additional time for student conferences, plus five and one half (5.5) hours for professional growth and development, College governance and other professional responsibilities.

First year contract (probationary) and temporary faculty shall have two (2) additional days of assignment for orientation prior to the first duty day.

- 5.6.2 All overload/hourly assignments are in excess of contractual obligations. Except for the welfare of the College, no contract or regular faculty member shall have a total overload or hourly assignment exceeding an average of nine (9) hours per week in any semester, unless a single assignment exceeds this amount. Exceptions to the nine (9) hour assignment must be recommended by the Division Dean and approved by the Vice President for Instruction.

- 5.6.3 The determination of classroom assignments for a full-time instructor of credit classes in the divisions below shall have the following lab to lecture ratio;

Assignment	Lecture	Lab
Natural Science	1.0	1.0
Nursing	1.0	1.0
Dental Hygiene	1.0	1.00-83
Dental Assistant	1.0	1.00-78

Other disciplines 1.0 ~~1.00-75~~

- 5.6.4 The determination of classroom assignments for a full-time instructor of credit classes in an open-lab environment in those divisions which have established such an environment shall be continued. An “open-lab” environment is one in which, though there may be some group instruction, the primary role of the instructor is to provide direction and assistance on an individual basis.
- 5.6.5 Unless excepted by this Agreement, the classroom assignment for a full-time instructor of credit classes shall be a minimum of thirty (30) lecture hour equivalent (LHE) per year, with the general expectation of there being 15 LHE per semester. An LHE is based on one lecture hour per week for a full semester (18 weeks). For a 16-week compressed academic calendar, the actual hours of instruction or service shall be calculated at the rate of 1 LHE = 1.13 lecture hours.
- 5.6.5.1 Unless excepted by this Agreement, each hour designated in the College Catalog as lecture shall be given credit as (1) LHE.
- 5.6.5.2 Unless excepted by this Agreement, each hour designated in the College Catalog as laboratory shall be given credit as 1.0 LHE.
- 5.6.5.3 Unless excepted by this Agreement, each hour designated in the College Catalog as activity shall be given credit as 0.87 LHE.
- 5.6.5.4 Each hour designated in the College Catalog as laboratory in a Physical Education Activity course shall be given credit as 0.7143 LHE.
- 5.6.5.5 Each hour designated as field practice shall be given 0.200 LHE.

## **5.6.6 CONFERENCE HOURS**

- 5.6.6.1 Full-time unit members shall schedule their five and one half (5.5) student conference hours on no fewer than three (3) different days per week. Unit members on reduced load or reassignment shall have their conference hours reduced by a percentage equivalent to their reassignment or reduction in load. Unit members on reduced load shall schedule student conference hours on no fewer days than one less than the number of required conference hours. Conference hours will be held between the hours of 6:00 a.m. and 10:00 p.m. unless otherwise approved by the Division Dean. No single conference period shall be less than thirty (30) minutes in length. Conference hours will not be scheduled between 12:00 p.m. and 1:00 p.m. on Tuesdays or Thursdays and will not be scheduled to conflict with the instructor’s class assignments. Conference hours shall be held in the unit member’s office, a laboratory facility readily accessible to students, or other location approved by the unit member’s immediate supervisor and based on a schedule posted no later than the first Monday following the opening of a semester.

Faculty will have the option to conduct office hours remotely commensurate to the same percentage of the faculty member’s online/distance education teaching assignment for the term up to 80% on-line remotely.

5.6.6.2 During the final examination period, required conference hours may be scheduled in a pattern appropriate to the faculty member's final examination schedule and student needs. A copy of the revised office hours and final examination schedule shall be posted, and a copy shall be submitted to the division dean.

## **5.7 LOAD BALANCING**

In the event that a faculty member's schedule is less than 100% of a full-time load in a primary term, that faculty member shall either: 1) be scheduled for an additional class or assignment during the primary term and paid at their hourly/overload rate for hours in excess of 100% of a full-time load; or 2) be assigned additional classes or assignments to balance teaching loads across both terms (Fall & Spring semester) to equal 100% of an annual full-time load. Hours in excess of 100% of a full-time load shall be paid at the faculty member's hourly/overload rate; or 3) if the faculty member refuses to be assigned overload in either semester, the faculty member shall receive a pro-rata pay reduction for the amount below 100% of an annual full-time load for the academic year.

5.7.1 The classroom assignment for a full-time instructor of credit classes in a block program shall be twenty (20) hours per week. A "block program" is an occupational program which generally involves both lecture and laboratory components and is generally offered in 4-hour blocks.

## **5.8 PART-TIME FACULTY – CREDIT COURSES**

5.8.1 Part-time faculty should be paid comparable to full-time faculty for the same responsibilities. Achieving the goal of comparable pay for comparable work means that the District has reached parity. In years where faculty receive increases, the parties agree in negotiations to work towards parity by ensuring that part-time faculty receive a higher percentage increase than full-time faculty.

5.8.2 Comparable work for full-time and part-time faculty is defined as classroom teaching, class preparation and grading, advising students, and assessment work.

5.8.3 A full-time faculty weekly teaching load is defined as 17 **LHE**lecture hours, 17 hours of class preparation and grading, 5.5 hours of student advisement, and 5.5 hours of college service. Therefore, full-time faculty members spend 39.5 out of a 45-hour workweek, or 87.5% of their load on comparable work to that of part-time faculty.

5.8.4 Part-time parity, therefore, is defined as 87.5% of the responsibilities of a full-time faculty member. Part-time faculty members are not responsible for college service.

5.8.5 The Association and the District will conduct further negotiations to determine how the parity percentage is applied to the various salary schedules on which faculty are paid on an hourly basis, and how any increase in part-time salary is

computed in relation to the goal of parity.

Parity Formula – Parity formula shall be calculated on a full-time faculty spending 39.5 hours per week out of 45 hours per week on comparable duties as part-time faculty or 87.8% per week of their time on the same duties as Part-Time Faculty. (39.5/45=87.8%).

- 5.8.6 Office Hours – Part-time faculty (Credit) will be authorized and approved to work only up to the following office hours per semester, which will be paid at the employee's hourly rate for each assigned lecture hour:

<u>Lecture/Lab Units</u>	<u>Office Hours</u>
.5 up to 2.99	8 hours
3 up to 7.99	10 hours
8 or more	12 Hours

Scheduling of such office hours will be subject to the approval of the applicable dean and listed on the course syllabus. Office hours will be held on no less than four days, and no shorter than one-half hour per day. Office hours shall be held based on a schedule posted no later than the first Monday following the opening of a semester. Office hours will be considered as professional ancillary activities, and as such, will not be counted for purposes of calculating eligibility for contract or regular status under the Education Code. (See Educ. Code §§ 87482.5, 87884).

Part-Time faculty will have the option to conduct their office hours remotely synchronously. Conducting office hours remotely means that part-time faculty are interacting live with students in an approved synchronous platform, in addition to interacting with students via chat, text, or email.

## 5.9 TEACHING FACULTY – NONCREDIT CLASSES

- 5.9.1 The full-time noncredit load shall be one hundred seventy-six (176) days per fiscal year, forty-five (45) hours per week consisting of twenty-five (25) teaching hours, twelve (12) preparation hours, four (4) office hours, and four (4) hours for governance and/or professional development. First-year contract (probationary) and temporary faculty shall have two (2) additional days of assignment for orientation.

The eleven-month full-time non-credit load shall be one hundred ninety-eight (198) days per fiscal year, forty-five (45) hours per week consisting of twenty-five (25) teaching hours, twelve (12) preparation hours, four (4) office hours, and four (4) hours for governance and/or professional development. First-year contract (probationary) and temporary faculty shall have two (2) additional days of assignment for orientation.

The assignment of a twelve-month full-time, non-credit member of the unit shall be two- hundred-twenty days (220) days per fiscal year, forty-five (45) hours per

week of twenty-five (25) teaching hours, twelve (12) preparation hours, four (4) office hours, and four (4) hours for governance and/or professional development. First-year contract (probationary) and temporary faculty shall have two (2) additional days of assignment for orientation.

Faculty will have the option to conduct ~~office hours remotely commensurate to the same percentage of the faculty member's online/distance education teaching assignment for the term.~~ **up to 80% of their hours remotely.**

- 5.9.2 A minimum of thirty (30) hours of the weekly assignment shall be scheduled. This requirement shall include travel time between two sites when teaching assignments for a given day are on more than one campus.
- 5.9.3 All overload/hourly assignments are in excess of contractual obligations. Except for the welfare of the College, no contract or regular faculty member shall have a total overload or hourly assignment exceeding an average of nine (9) hours per week in any semester, unless a single assignment exceeds this amount. Exceptions to the nine (9) hour assignment must be recommended by the Division Dean and approved by the Vice President for Instruction.
- 5.9.4 Those affected employees on less than 100% assignment shall serve the pro rata hours to those in sections 5.5.1 and 5.5.2.
- 5.9.5 Office Hours – Part-time faculty (non-credit) will be authorized and approved to work only up to 8 office hours per semester, which will be paid at the employee's hourly rate for each assigned lecture hour.

Scheduling of such office hours will be subject to the approval of the applicable dean and listed on the course syllabus. Office hours will be held on no less than four days, and no shorter than one-half hour per day. Office hours shall be held based on a schedule posted no later than the first Monday following the opening of a semester. Office hours will be considered as professional ancillary activities, and as such, will not be counted for purposes of calculating eligibility for contract or regular status under the Education Code. (See Educ. Code §§ 87482.5, 87884).

Part-Time faculty will have the option to conduct their office hours remotely synchronously. Conducting office hours remotely means that part-time faculty are interacting live with students in an approved synchronous platform, in addition to interacting with students via chat, text, or email.

## **5.10 CLASS SCHEDULES**

- 5.10.1 In establishing class schedules, Division Deans shall attempt to achieve schedules that equitably distribute the number of class preparations that faculty members must do for lecture or laboratory classes. The District will make a reasonable effort to establish assignments requiring no more than three (3) preparations.
- 5.10.2 To the fullest extent practicable, Division Deans shall solicit and consider faculty

requests prior to establishing both the proposed and final class schedules. Additional consultation with affected faculty shall be attempted whenever schedule changes must be made after publication of the final class schedule.

- 5.10.3 The District may permit the scheduling of classes or assignments in less than a five-day period when such scheduling is appropriate and in the best interest of the instructional program and is requested by the faculty member.
- 5.10.4 When establishing Intersessions and hourly/daily teaching schedules, Division Deans shall consider the qualifications, training and experience of the persons available to teach a class, and among instructors for whom these factors are substantially equal, contract instructors shall receive preference for such assignments and reasonable attempts shall be made to equitably distribute such assignments.
- a. Intersession teaching assignments may not exceed the semester equivalent to 67% of a full-time faculty member's load during the primary term (Fall/Spring) unless approved by the Vice-President of Instruction.
- b. Intersession Adjunct Faculty – Credit and Non-credit. Payment for Board-approved or legal holidays is authorized for each Intersession's credit classes if these classes would normally be scheduled on those days. In any case the maximum number of hours to be contracted will be equivalent to the hours per week the class would meet in a regular semester. Payment for the July 4 holiday is authorized for non-credit classes if those classes would normally be scheduled on that day.
- 5.10.5 The District will make an effort to avoid faculty schedules that include consecutive late night and early morning class assignments or early morning and late-night assignments on the same day.
- 5.10.6 The assignment of independent study students to unit members will be on a completely voluntary basis.

## **5.11 SCHEDULING NON-INSTRUCTIONAL**

- 5.11.1 In establishing schedules, Division Deans shall attempt to achieve schedules that equitably distribute the number of service hours that non-teaching faculty members must do to meet their load.

Division Deans shall solicit and consider faculty requests prior to establishing the proposed and final service schedules.5.11.2 Schedule Change. Any changes to a non-instructional faculty's schedule (beginning and ending times) can only occur if the District gives the faculty member reasonable advance notice under the circumstances.

## **5.12 CLASS SIZE**

- 5.12.1 Classes may be cancelled due to insufficient enrollment at the discretion of the Division Dean (in accordance with the Vice President of Instruction) and in accordance with Office of Instruction current practices.

Whenever feasible, classes will be scheduled in rooms with capacities that match section class limits. In specific cases where room capacity is greater than a section's class size limit, the class size limit will not be raised unless agreed upon as per the LGI process (See section 5.7.2). In specific cases where room capacity is less than the section class size limit, the class size limit will be set at room capacity. In situations in which the room size varies by more than 10% from the class size limits, area Deans will offer sections of the same course to faculty in a fair and equitable manner.

An effort will be made in the hospital clinical setting in the registered nurse program to reduce the student- faculty ratio from 12:1 to 10:1.

## 5.12.2 LARGE GROUP INSTRUCTION ("LGI")

5.12.2.1 The District may, at its discretion, offer course sections in a Large Group Instruction (LGI) format with closing numbers that exceed the Normal Closing Number (NCN) for the course as maintained in the college's curriculum inventory.

5.12.2.2 Assignments to LGI classes will be subject to the following conditions:

- a. Assignment is voluntary. At the time of schedule building, Division Deans solicit and consider faculty requests to teach LGI sections as well as room availability and student demand. Once the schedule has been established, the Division Dean, in consultation with faculty members, may convert sections to LGI format based on student demand and room availability. LGI offerings are subject to approval of the Vice President of Instruction or designee. For a section to be eligible for LGI compensation, the Vice President of Instruction or designee, Division Dean, and faculty member must sign the appropriate form.
- b. Instructors of LGI classes will receive additional compensation in the form of a stipend. The stipend will be based upon the total student enrollment **(TSE)** at the census date, compared to the normal class closing number (NCN), **expressed as a percentage**, as described below:

~~110% to 150% of NCN = \$900 \$1800 \$1,300 stipend~~  
~~151% to 200% of NCN = \$1800 \$4530 \$2,500 stipend~~  
~~201% to 250% of NCN = \$2700 \$7530 \$3,900 stipend~~  
~~251% to 300% of NCN = \$3600 \$10530 \$5,000 stipend~~  
~~301% to 350% of NCN = \$4500 \$13530 \$6,500 stipend~~  
~~351% and above = \$5400 stipend 351% and above~~

~~For example, if the NCN is 50, a full-time instructor would receive a stipend of \$1800 if the class size were 100 students, \$3600 if the class size were 150 students, and \$5400 if the class size were 200 students.~~

- c. ~~The District will provide for instructional assistants when requested by the instructor, to assist with roll-taking and grading and other related duties, as follows:~~

~~133% to 199% of NCN = 3 hours/week~~

200% to 299% of NCN = 6 hours/week  
300% and above = 9 hours/week

**(Course Units) x (TSE - NCN) x \$25 = Additional Compensation.**

**For example, the instructor of a 3.0-unit LGI course with an NCN of 35 and a TSE of 70 students will receive the following additional compensation:**

**3.0 units x (70 - 35) x \$25 = \$2625**

### **5.13 FLEXIBLE CALENDAR PROGRAM**

A flexible calendar program consists of the replacement of instruction time (i.e. flex) that can be taken within the academic calendar for professional development. The Calendar Committee will recommend a calendar with the scheduled FLEX days per year not to exceed (2) days in total. These days can be taken as a full workday or incrementally until the total number of hours accumulate to meet the employee's FLEX obligation.

#### **5.13.1 FLEX ADVISORY COMMITTEE**

1. The FLEX Advisory Committee, a sub-committee of the College Council Professional Development Committee, will plan, implement, and assess activities for on-campus professional development (FLEX) days.
2. One Faculty Association Executive Board member will be a member of the FLEX Advisory Committee.

#### **5.13.2 FLEX OBLIGATION**

1. Full-time faculty obligation is 12 hours (2 days) of FLEX. The Fall FLEX Day will be the first business day prior to the start of Fall classes. The Spring FLEX day may be scheduled on the first business day prior to the start of Spring classes or another day during the Spring Semester if approved by the Board based upon the recommendation of the calendar committee. Full-time faculty may fulfill their annual FLEX obligation by one of two methods:
  - a. Attending the scheduled on-campus FLEX Day:

OR

  - b. Completing equivalent flexible (in-lieu) FLEX hours equal to the annual obligation as listed in the most recent Guidelines for the Implementation of the Flexible Calendar Program (currently April 2007 [NOTE: pages 15 – 19]) and Title 5 section 55726. A list of such activities will be made available in the college's FLEX guidelines.
2. The obligation for faculty on reduced workloads is twelve (12) hours multiplied by the faculty member's percent teaching load. Completion of activities referenced in 1.2.1a and b above shall fulfill FLEX requirements for faculty on reduced workloads.

3. Adjunct Faculty (part-time and full-time overload):
  - a. Adjunct faculty shall have a FLEX obligation equivalent to their relative load on the day of the FLEX, as reflected by their schedule.
  - b. Adjunct faculty who work on a scheduled FLEX Day may fulfill their FLEX obligation by:
    - i. attending FLEX Day for the same number of hours they are scheduled to teach on that day or,
    - ii. completing equivalent flexible (in-lieu) FLEX hours equal to the hours they are scheduled to teach on any scheduled FLEX Day during the academic year.
  - c. Adjunct faculty who fulfill 5.12.2.3.a or b will be paid as if they had taught that day.
  - d. Adjunct faculty who are not scheduled to teach have no FLEX obligation, but may participate voluntarily without compensation.
  - e. FLEX Day activities will be offered for faculty who normally teach in the evening.

#### 5.13.3 FLEX OBLIGATION TRACKING

- a. Employees will be compensated for the FLEX obligation hours stated in as part of their normal pay cycle. Note that this is not extra compensation, but part of a faculty's load.
- b. It is the responsibility of the individual faculty member to track and report FLEX participation. Participation in on-campus FLEX days and in-lieu activities will be tracked by each faculty member in accordance with PCC's FLEX guidelines.
- c. Faculty who facilitate a professional development event that has been approved by the FLEX advisory committee or Professional Development standing committee will receive double FLEX credit (e.g. a 2-hour workshop will count as 4 hours of FLEX credit).
- d. Faculty who develop a professional development event that has been approved by the FLEX advisory committee or Professional Development standing committee will receive triple FLEX credit (e.g. a 2-hour workshop will count as 6 hours of FLEX credit) the first time the event is offered.

## 5.14 TRANSFER

5.14.1 At the same time an authorized faculty position is opened, the office of Human Resources shall notify each regular faculty member by email. Regular faculty members will have ten

(10) work days from the date of notice to file a request for transfer to the division.

5.14.2 Upon receipt of a request, the Office of Human Resources shall notify the affected division.

5.14.3 If the faculty member(s) requesting the transfer meet(s) the minimum

qualifications, or the equivalent, for the position, a selection committee with a maximum of five (5) members, composed of the Division Dean /administrator serving as the chair and appropriate faculty, will hold an informal meeting with the faculty member who has requested the transfer. Job expectations, percent of assignment, and qualifications will be discussed at this meeting.

5.14.4 The committee chair and faculty who have attended the meeting will vote by secret ballot to either accept or reject the transfer applicant, before outside candidates are interviewed. Once accepted, the candidate shall meet with the District President, who shall make the final decision.

5.14.5 The vacancy created by the transfer will be opened and posted in accordance with this section and Title 5 of the California Code of Regulations.

**5.15 PERSONNEL RECORDS**

5.15.1 Each employee has on file in the office of Human Resources an individual folder containing the record of employment, the initial application, the signed oath, transcripts, confidential references, minimum qualifications or credential information, evaluation reports, documents supporting step and class changes, a record of assignments and promotions, leave of absence records and correspondence pertinent to the above.

5.15.2 When new non-routine material for a personnel folder is received in the Office of Human Resources, a copy is sent to the employee for whose file the material is intended unless the employee has already received a copy and has been informed of the right of reply. If the employee wishes to reply in writing to this communication, the reply is also placed in the personnel folder. Evaluation and the contents of evaluations are not subject to the grievance procedure except as to the actual effect.

5.15.3 If the employee and the Vice President of Human Resources agree that new correspondence items are not relevant, such items may be given to the employee and not placed in the file. Where agreement is not reached and the item is included in the file, a covering letter may be placed in the file by the employee.

5.15.4 The individual may see all the contents of the folder except the confidential references. The complete contents of the folder may be seen only by those persons with a "need to know," or those who have a responsibility in reaching a decision on the future status of the individual in the District, including members of grievance panels and personnel selection committees

Signed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

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