

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

**PASADENA AREA COMMUNITY COLLEGE DISTRICT
AND THE
PASADENA CITY COLLEGE CALIFORNIA FEDERATION OF TEACHERS (PCC-CFT)
LOCAL 6525 PCC/CFT**

May 15, 2024

This Memorandum of Understanding (MOU) is entered into by and between the Pasadena Area Community College District (hereinafter referred to as "PACCD" or "the District") and the Pasadena City College California Federation of Teachers (hereinafter referred to as "PCC-CFT" or "the Union") Local 6525 PCC/CFT, in accordance with the Educational Employment Relations Act and the Collective Bargaining Agreement between the parties.

EVALUATION

16.1 Definition. The term "evaluation" as used in this Article means a formal written evaluation on the District PCC-CFT Performance Evaluation form (Appendix F).

16.2 Frequency.

A. Probationary Unit Members

Unit members hired on or after July 1, 2022 shall serve a probationary period of six (6) months. The District shall evaluate all probationary unit members after the first three (3) months of employment and again during the sixth (6) month of employment before expiration of the probationary period.

Any subsequent probationary period due to appointment to a higher classification shall be six (6) months from the date of appointment. In the latter case, the District shall evaluate employees after the first three (3) months of employment and again during the sixth (6) month of employment before expiration of the probationary period.

B. Permanent Unit Members

Following completion of any applicable probationary period, the District shall evaluate all permanent unit members once each year. The evaluation period shall be on a fiscal year basis with the last day of the evaluation period being June 30th. If a permanent unit member receives an overall evaluation of failure to meet expectations or needs improvement in performance, the District shall evaluate him or her at the frequency of a unit member who just completed any applicable probationary period above.

C. Transfer Unit Members

48 Unit members who are transferred to a new classification that has not been held
49 previously by the unit member will follow the evaluation process under Article
50 16.2(A). Unit members who transfer to the same classification will follow the
51 evaluation process under Article 16.2(B).
52

53 16.3 Evaluator. The evaluator shall be the unit member's immediate supervisor, unless
54 otherwise designated by the District.
55

56 16.4 Procedure.
57

- 58 A. In a timely manner, and prior to the initial evaluation, the evaluating supervisor
59 shall meet with the employee to discuss, clarify, and complete the duties and
60 standards sections of the District PCC-CFT Performance Evaluation form.
61 Supervisor's comments and ratings sections shall not be completed until the
62 initial evaluation takes place.
- 63 B. The employee evaluation shall include a discussion between the employee and
64 the evaluator concerning all areas of the employee's work performance covered
65 in the evaluation form. Supervisor's comments and ratings shall be given at this
66 time. No evaluation form of a unit member shall be placed in the unit member's
67 personnel file without this discussion having occurred.
- 68 C. Any areas in which the employee's performance does not meet agreed-upon
69 District standards will be discussed, and goals for improved performance, and a
70 timeline for such improvement, will be set. Any disciplinary action taken against a
71 permanent employee based on the contents of an evaluation shall not be initiated
72 until the employee has had the opportunity to meet these goals.
- 73 D. The evaluation form shall be signed by the evaluator and the unit member. The
74 unit member's signature signifies only that the unit member has read and
75 discussed the document with the evaluator, has been given a copy, and has
76 been given the opportunity of attaching a written response which shall become
77 part of the permanent record. A unit member has ten (10) working days to file a
78 written response to his/her evaluation. A unit member shall have the right to
79 review any evaluation in their personnel file during working hours, provided that
80 such reviews are limited to a reasonable period or periods of time.
81

82 16.5 Additional Evaluations. The District retains its prerogative to conduct additional
83 evaluations as it deems necessary. In a case where the employee's performance has
84 not met agreed-upon District standards, an additional unscheduled evaluation may be
85 conducted at a later date, at the discretion of the supervisor or at the request of the
86 employee, as part of the stated goals for improved performance. The supervisor or the
87 employee may request the Office of Human Resources to initiate such an unscheduled
88 evaluation; however, no more than one (1) evaluation shall be conducted in any two (2)
89 month period.
90

91 16.6 Unsatisfactory Ratings. In the case of an evaluation in which an area or areas of the
92 employee's performance has not met agreed-upon standards, and where agreed-upon
93 goals for improved performance have not been met, the results may be the
94 postponement of the step increase and/or the service increment. In such cases, this
95 denial may be appealed to the appropriate administrator, whose decision shall be final. If
96 the employee subsequently believes that the concerns of the supervisor have been
97 corrected, the employee or the supervisor may request the Office of Human Resources
98 to initiate an unscheduled evaluation, as described in 16.5 above.
99

100 16.7 Grievance. The substance of any evaluation, including the observations, opinions, and
101 conclusions of the evaluator, shall not be subject to the grievance procedures.
102 The procedure as provided herein shall be subject to grievance.
103

104 This MOU is subject to ratification by the Board of Trustees. This MOU shall take effect upon its
105 execution and approval by the Parties, and shall be deemed to be effective through June 30,
106 2026. This MOU shall remain in effect for its duration, and shall immediately lapse thereafter. This
107 MOU is non-precedential, and may not be utilized as the basis for any current or future claim of a
108 past practice.
109

110
111
112 For the District: _____ Date:
113 Robert S. Blizinski,
114 Assistant Superintendent/Vice President Human Resources
115

116
117 For PCC-CFT, Local 6525: _____ Date:
118 Anna Davis,
119 CFT President