

**TENTATIVE AGREEMENT  
BETWEEN THE STATE CENTER COMMUNITY COLLEGE DISTRICT  
AND THE STATE CENTER FEDERATION OF TEACHERS (SCFT)  
May 16, 2025**

The following Tentative Agreement between the State Center Community College District and the State Center Federation of Teachers (SCFT) is made expressly pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement between the parties. The following article shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

**[Global proposal to rename "Section" as "Article" throughout the CBA.]**

**Article 14  
PERSONNEL RECORDS  
[Orig. FT-17; PT-13]**

- 14.A. Materials in the personnel file of a unit member which may serve as a basis for affecting the status of *their* employment must be made available for inspection to the unit member.
- 14.B. Every unit member will have the right to inspect material in their personnel file at any time mutually convenient to the unit member and the District. The unit member may be accompanied by a Federation representative, if desired, or a Federation representative may inspect such materials individually at the request of the unit member.
- 14.C. The District may charge a fee for requesting copies of materials in the personnel file previously provided to the unit member. The fee will be established by District administration.
- Part Time ONLY: The official personnel files include files from District office and the college. Unit members may request an electronic copy of their personnel file not more than once per semester. If an electronic copy is requested no fee will be charged.
- 14.D. Full-Time: Any complaints made by any person directed toward a unit member deemed serious enough to become a matter of formal record, will be promptly called to the unit member's attention, by copy, and the unit member given an opportunity to respond.

In terms of anonymous complaints, the district shall investigate as required by law. A unit member is entitled to know the identity or source of all such complaints, including if a complaint comes from an anonymous source. The fact that a complaint comes from an anonymous source does not preclude the District from acting on such complaint if the content of the complaint, if true, would be a violation of a District, College or Department policy or procedure. (Any retaliatory action by a unit member will be deemed to be unprofessional conduct.)

1)    The unit member will acknowledge that any derogatory material or complaint has been read by affixing their signature and the date on the actual copy to be filed, with the understanding that their signature signifies only that the material has been read and does not indicate agreement with its contents.

2)    Any derogatory material and/or complaint will not be placed in the unit

member's personnel file prior to ten (10) working days from the date it was sent or served. The unit member may respond and have any written response attached to the material and/or complaint to be included in the personnel file. During this ten (10) working day period, the content of material to be added to the personnel files will be subject to the District Complaint Procedure. (Refer to the District Board Policy and Administrative Regulations.)

14.E. The content of material in personnel files will not be subject to Article 20, Grievance and Arbitration Procedure of this Agreement.

14.F. Personnel Files include:

1) The official file will be housed and maintained at the District Human Resources Office. This file may be maintained in an electronic format, and includes: application, transcripts, employment record, etc.

2) The college file contains official evaluations, job-performance related data, directives, complaints, and other personal communications. This file may be maintained in an electronic format and will be located in the College President's office (for Full-time) and in the college supervisor's office (for Part-time).

14.G. Full-Time ONLY: Materials being held out of a personnel file due to an active complaint may not be submitted as evidence in a punitive action, until the complaint has been resolved and the materials are officially added to the personnel file. No other performance evaluation materials outside the personnel file may be used as evidence in a punitive action.

Signed and entered into this 16th day of May, 2025.

FOR THE DISTRICT

FOR SCFT















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