

APPENDIX

The Peralta Community College District

And

Peralta Federation of Teachers

**For Contract Period
July 1, 2007 – June 30, 2009**

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FACULTY GRIEVANCE FORM

NOTE: Prior to a faculty member initiating the grievance procedure, an informal review shall take place between the faculty member and his/her first level manager (See Article 19, Section O)

1. **Name of Grievant** _____ College _____
 Department/Division _____ Immediate Supervisor _____
 Grievant's Address _____ Zip _____
 Work Phone _____ Home Phone _____

2. **Article Grievied** _____ **Section** _____ **Paragraph** _____
 Date of Violation _____ Date Filed _____

3. **Statement of Grievance** (Attach additional page(s) if necessary):

NOTE: All grievances pertaining to District Office problems and procedures, i.e., salary placement; payment of salary; fringe benefits; sick leave accrual; credentialing; personnel files; seniority; retirement, shall go directly to Step 2. All other grievances shall follow the informal and formal review process.

4. **Relief, Remedy Action Sought** (Attach additional page(s) if necessary).

Signature _____ Date _____

Step 1: First-Level Manager's Response

NOTE: Within ten (10) working days after the first level manger's response to the INFORMAL REVIEW, the faculty member may file a formal written grievance with the College President on the Faculty Grievance Form if it is within seventy-seven (77) working days after the grievant knew of the condition on which this grievance is based.

Within ten (10) working days after receiving the written grievance, a conference including the grievant, the Federation representative, the College President, and the appropriate manager(s) shall be held.

Within seven (7) working days of the conference, a written decision including appropriate reasons shall be rendered by the College President.

Date of first contact to consider grievance _____

Response (Attach additional page(s) if necessary):

Signature _____ Date _____

Step 2:

Within ten (10) working days after receipt of the written decision of the College President, the grievant may forward a copy of the Faculty Grievance Form to the Vice Chancellor for Finance and Administration for further review, if he/she is not satisfied with the College President's decision.

NOTE: Within (10) working days of receipt of the request for further review, a conference including the grievant, the Federation representative, the College President or designee, and the Vice Chancellor for Finance and Administration shall be held.

Within seven (7) working days of the conference, a written decision including appropriate reasons shall be rendered by the Vice Chancellor for Finance and Administration.

Date of Step 2 Filing _____

Date of Step 2 Conference _____

Response of the Vice Chancellor for Finance and Administration: (Attach additional page(s) if necessary):

Signature _____ Date _____

Step 3:

If the Federation is not satisfied with the decision at Step 2, the Federation, with the concurrence of the District, may appeal the decision from Step 2 to mediation or other dispute resolution methods. If a conclusion is reached that is agreeable to both parties, the resolution will be binding.

The PFT wishes to appeal the decision to the Center for Dispute Resolution.

Signature _____ Date _____

Step 4:

If the Federation or District elects not to utilize an alternative dispute resolution method, the Federation shall have the right to refer the matter to binding arbitration. A request for binding arbitration must be submitted to the Vice Chancellor for Finance and Administration within thirty (30) working days of the written decision of the Vice Chancellor for Finance and Administration after his/her review as provided in Step 2. (This requirement will be held in abeyance from June 1 through September 1.)

Signature _____ Date _____

Arbitrator's Decision (See attached)

Date _____

**PERALTA COMMUNITY COLLEGE DISTRICT
OFFICE OF HUMAN RESOURCES**

RESIGNATION

Instructions:

1. Employee has ten (10) working days to rescind this action.
2. Give this completed form to the College President.
3. Upon receipt, College President--forward a copy to PFT.

1. I hereby resign from all positions or assignments held by me as an employee of the Peralta Community College District as of:

Effective date of resignation: _____

NAME _____ **COLLEGE** _____

2. Reason (Optional)

3. You may request an exit interview with the Director of Employee Relations. At such an interview, you can obtain information about health benefits, TSA Accounts, retirement rights, insurance programs, etc.

I request an exit interview: Yes No

4. Completion of this form does not constitute an application for withdrawal of your retirement allowances. It is the employee's responsibility to complete and submit the necessary documents which may be obtained from either the Human Resources Department at 333 East 8th Street, Oakland, Ca 94606 or from the STRS Office at 313 West Winton Avenue, Hayward, CA 94544-1198 or, if applicable, from the PERS office at 350 McAllister Street, Room 3248, San Francisco, CA 94102.
5. I have received information pertaining to COBRA Benefits (Consolidated Omnibus Budget Reconciliation Act), and I have received a copy of this form for my records.

The Peralta Federation of Teachers recommends that you:

1. **Contact the PFT before submitting this form to discuss your current and future rights under the education code and the PCCD/PFT contract, and**
2. **Discuss the financial implications of your resignation with a STRS (or PERS, if applicable) counselor before signing this form. Your resignation will seriously affect your future retirement, health and insurance benefits.**

Signature _____ Date _____

Note: When possible, a faculty member should give 30 days advance notice of resignation prior to the beginning of a semester.

RETIREMENT BENEFITS
(Faculty/Classified Employees)

 Name (Please type or print)

 Date of Retirement

- A. I have been informed that upon my retirement I am eligible to receive the Peralta District medical benefits or the equivalent. I understand that if I am a partial contract employee I must pay a pro-rata portion of the premium cost. _____ (Employee Percentage)
- B. I understand that to receive this benefit I must be enrolled at the time of retirement in Kaiser or Core Source /Interplan. I understand that if I am not enrolled in Kaiser or CoreSource/Interplan at the time of retirement I will not be entitled to this benefit after the effective date of my retirement. I also understand that prior to my retirement I may enroll in Kaiser or CoreSource/ Interplan, subject to enrollment and eligibility requirements of Kaiser and CoreSource/ Interplan.
- C. I understand that I may change medical plans after retirement only if I am currently covered by Kaiser and I move out of a Kaiser service area.
- D. I understand that if I am a CoreSource member and I move out of the State of California, I will be entitled to benefits provided by the CoreSource, which does not include the 20% co-payment provision for use of non-network provider services. In this event, it is my obligation to notify the District of the intended move.
- E. I understand that I may elect to continue my Delta Dental benefits for a maximum period of 18 months for myself and for my dependents, under the provisions of COBRA, and that I must pay for these benefits.
- F. I understand that my life insurance benefits continue until my 66th birthday. Information will be provided, at my request, regarding conversion to an individual plan.
- G. I understand that I may voluntarily decline post-retirement medical benefits.

(Check One)

_____ I hereby elect to receive health care benefits upon my retirement.

I am currently enrolled in _____ Kaiser or _____ CoreSource (Blue Cross Prudent Buyer)

_____ I voluntarily decline post-retirement health care benefits. I understand that my waiver of these benefits is voluntary and that this decision is final.

 Signature of Employee

 Date

 Signature of Spouse (required only if benefits are declined)

 Date

ACADEMIC CALENDARS

(FALL 2006 – SPRING 2009)

Fall 2006

AUGUST

Su	M	T	W	Th	F	S
			01	02	03	HO 05
06	07	08	09	10	11	12
13	14	15	16	17	18	19
20	PD	PD	FD	24	25	S
27	28	29	30	31		

SEPTEMBER

Su	M	T	W	Th	F	S
					01	02
03	HO	05	06	R	08	LA
10	CD	12	13	14	15	WO
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER

Su	M	T	W	Th	F	S
01	02	03	04	05	06	07
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NOVEMBER

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HO	27	28	29	30		

DECEMBER

Su	M	T	W	Th	F	S
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10	11	12	13	14	15	LS
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31						

Spring 2007

JANUARY

Su	M	T	W	Th	F	S
		HO	02	03	04	05 06
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FEBRUARY

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MARCH

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APRIL

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MAY

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27	HO	29	30	31		

AR = Add/Refund
 CD = Census Date
 FD = Instruction Begins
 FX = Final Exam
 GD = Gr Rster/Rolbk Due

HO = Holiday
 L = FX/Instr Ends
 LA = L Day to Add Class
 LS = Sat Instr Ends
 P = AA/AS Deg/Cert Peti

PD = Professional Day
 R = Drop Day W Refund
 S = Sat Instr Begins
 WO = Drop Without "W"
 WW = Drop with "W"/AVR Day

Fall 2007

AUGUST

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19	PD	PD	FD	23	24	S
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NOVEMBER

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18	19	WW	21	HO	HO	HO
HO	26	27	28	29	30	

SEPTEMBER

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DECEMBER

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16	FX	FX	FX	FX	L	22
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OCTOBER

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Spring 2008 (DRAFT)

JANUARY

Su	M	T	W	Th	F	S
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APRIL

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27	28	WW	30			

FEBRUARY

Su	M	T	W	Th	F	S
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03	04	05	06	07	08	LA
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HO	HO	WO	20	21	22	23
24	25	PD	27	28	29	

MAY

Su	M	T	W	Th	F	S
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11	12	13	14	15	HO	17
18	19	20	21	22	23	LS
25	HO	FX	FX	FX	L	31

MARCH

Su	M	T	W	Th	F	S
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02	03	04	05	06	07	08
09	10	11	12	13	P	15
16	17	18	19	20	21	22
23	HO	HO	HO	HO	HO	HO
HO	31					

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 R = Drop Day W Refund
 S = Sat Instr Begins
 WO = Drop Without "W"
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Fall 2008 (DRAFT)

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Su	M	T	W	Th	F	S
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NOVEMBER						
Su	M	T	W	Th	F	S
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30						

SEPTEMBER						
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07	08	09	10	11	12	LS
14	FX	FX	FX	FX	L	20
21	22	23	HO	HO	26	27
28	29	30	HO			

OCTOBER						
Su	M	T	W	Th	F	S
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Spring 2009 (DRAFT)

JANUARY						
Su	M	T	W	Th	F	S
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18	19	PD	PD	FD	23	S
25	26	27	28	29	30	31

APRIL						
Su	M	T	W	Th	F	S
				01	02	03 04
05	HO	HO	HO	HO	HO	HO
HO	13	14	15	16	17	18
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PD = Professional Day
 R = Drop Day W Refund
 S = Sat Instr Begins
 WO = Drop Without "W"
 WW = Drop with "W"/AVR Day

PROFESSIONAL DAYS AGREEMENT

The total flex day obligation for the academic year shall equal the total teaching obligation (or equated load assignment) from which the instructor is released plus those out of classroom hours of responsibilities which will no longer need to be performed as the result of being released from classroom instruction. Faculty shall be required to participate in and report flex hours that are equal to the number of teaching hours that would have been taught if classes met that day. Participating in flex hours for out of classroom hours of responsibility which will no longer need to be performed as the result of being released from classroom instruction is the professional responsibility of each faculty. Agreed upon Professional Days activities do not differ from contractual obligations to meet with classes. If faculty members fail to meet their Professional Days obligation, their pay may be reduced. If a faculty member's inability to complete their Professional Days agreement is excusable for the same reasons that missing a class would be excusable, (e.g., sick leave or personal necessity leave) then the same procedures should be used to be excused.

- 1a. Professional Days are in lieu of regular class meetings; contract, temporary and extra service faculty shall be paid as if they were conducting their regular classes during those days. Faculty may participate in more hours of activities than their obligation. However, no additional compensation will be paid for such participation.
- 1b. At least 40% of such hours will be in attendance at regularly scheduled workshops on the designated Professional Days. The remaining 60% of the hours may be satisfied through independent staff development projects approved by the faculty member's assistant dean. Partial contract faculty shall be required to participate on a pro-rata basis. However, faculty members shall receive Flex Day credit, up to the maximum allowed, for time spent in orientation and special training required by the District or outside agencies contracting with the District. Flex Day credit shall first be used to cover the required orientation and special training. The District shall compensate faculty for orientation and special training required by the District or outside agencies contracting with the District at .50 pro rata if more time is required than is available for Flex Day Credit. Up to 100% of the time allotted for Flex Day activity may be used for the purpose, if necessary, to fulfill the special training/orientation obligation.
- 1c. Counselors and enablers may be assigned to registration responsibilities on those Professional Days which coincide with the registration period. However, the District will make every effort to cover the registration so that counselors and enablers may attend Professional Days activities if they so desire. Librarians and nurses will either attend Professional Days activities or maintain regular services on Professional Days.
- 1d. Faculty teaching scheduled short-term classes who are paid on an hourly basis, rather than a course by course basis, may participate in Professional Days activities. However, no additional compensation will be paid for such participation.
- 1e. Part-time temporary faculty shall participate in flex-day activity on the same basis as their weekly teaching assignments. For example, if the instructor has an assignment of teaching

three hours in-class and Professional Days on that day, he/she shall participate and report 3 hours of flex activities. Obligations of 3 equated hours or fewer equated hours shall be satisfied by participation in regularly scheduled workshops on the designated Professional Day(s). If the obligation exceeds 3 hours, the faculty member must satisfy his/her obligation by participating in at least 3 hours of regularly scheduled workshops on the designated Professional Day(s). The remaining obligation may be satisfied either by participation in additional scheduled workshops or by independent staff development projects approved by the faculty member's assistant dean.

- 1f. Regular and contract faculty who are assigned extra service classes that would normally meet on the Professional Day must participate in additional hours equal to their extra service obligation. These hours may be either in organized workshops on the designated Professional Days, or in independent staff development projects approved by the faculty member's assistant dean.
2. Faculty who teach workshops, seminars or other staff development classes during Professional Days shall be credited with three hours of attendance for every hour of workshop time. In the event that a faculty member has unusual preparation requirements for facilitating a workshop, a written appeal for additional credit hours may be made to the District Advisory Committee on Staff Development.
3. Faculty shall indicate their planned flex activities in writing, including a list of workshops they propose to attend and a description of independent activities. Independent activities must be approved by the appropriate assistant dean and must include the number of hours the activity will require and a date of completion. Independent project activities must be completed between July 1 and June 30. All activities which will be completed after the end of the academic year must have prior approval and verification of completion. Completion must be submitted by July 2nd of the year for which credit is claimed. Faculty shall verify attendance at Professional Days activities by signing in at each workshop they attend. Completion of independent projects must also be verified in writing by completing and signing the appropriate form. All verification forms are official documents, and falsifications are subject to the charge of perjury.
4. Independent projects are flexible calendar activities that provide opportunities to design individual programs that are in conformity with the general principles of staff development and are approved by the faculty member's assistant dean. Specific projects that fall under this category must be well planned and professionally appropriate. Normal instructional activities, which are a part of the regular teaching responsibility are not staff development activities. However, tutorial programs for students may be used to satisfy flex day obligations. Such tutorials shall be treated as independent projects. Activities should occur at other than regular teaching times and scheduled office hours. Participating in committees at the District or college level is also a part of faculty member's regular professional responsibility that does not qualify for staff development credit unless such credit is negotiated in a separate agreement. Moreover, when committee work requires an unusual amount of time, the District Advisory Committee may make exceptions and grant credit for

committee work. For consideration of exceptions, the faculty member must make his/her request in writing to the District Advisory Committee on Staff Development.

5. The Peralta Community College District shall appropriate \$18,000 for Professional Days expenses. The account for such expenses will be maintained at the District Office, under the supervision of the Vice Chancellor of Educational Services and the Staff Development Officer. Any expenses in excess of \$18,000 must be paid out of staff development allocations.
6. The District Advisory Committee on Staff Development, composed of the Vice Chancellor or his designee, the Staff Development Officer and the Chairs of the College Professional Development Committees shall coordinate all professional days activities. This committee shall also resolve all problems and issues arising from the activities. This committee shall also resolve all problems and issues arising from the flexible calendar and Professional Days activities that are separate from those stated in this Agreement or that are not covered in the PFT/PCCD collective bargaining.

The period of this Agreement is July 1, 2004 through the contract extension until June 30, 2009. Either party may reopen at negotiations.

Revised 2/15/96

LONGEVITY INCREMENTS

A. Eligibility

1. Faculty members employed in the Peralta District for eighteen (18) consecutive years (including approved leaves of absence) are eligible for the longevity increment.
2. A minimum of 18 consecutive years of unbroken faculty service in the PCCD (approved leaves of absence do not represent a break in service) is required for the first (lowest) longevity increment.
3. Current regular faculty status is required at the time the eligibility claim is made.
4. Eligible faculty must be at the top step for their column placement on the regular/contract faculty pay schedule.
5. Effective on or after the 1994-1995 academic year, part-time service credit was added to the longevity calculations. For computing the amount of longevity increment, the increment shall be pro-rated in proportion each year of part-time faculty service bears to a year of full-time service. Example: Faculty member works 18 consecutive years, of which five years are part-time at 50% time and 13 years are full-time. The pro-rated increment shall be:

$$\frac{(13 \times 1)}{18} + \frac{(.5 \times 5)}{18} = \frac{13}{18} + \frac{2.5}{18} = \frac{15.5}{18} = .86 \times \$281 = \$241.66$$
6. For regular faculty who meet the new criteria, (inclusion of part-time service), the appropriate increment shall be effective on or after the 1994-1995 academic year. Even if faculty claim eligibility for longevity increment prior to the 1994-1995 academic year, PCCD shall not be required to make any retroactive payment for longevity increment(s).
7. **Once the new 25-Step Salary Schedule is fully funded, there will no longer be a longevity increment.**

Revised 12/1/06

**CERTIFICATED SALARY SCHEDULE
COLUMN PLACEMENT PROCEDURE**

COLUMN A

Condition 1:

Possession of a Master's degree from an approved college or university, OR

Condition 2:

Possession of a Bachelor's degree from an approved college or university plus a certification by an approved college or university of achievement equivalent to a Master's degree with a minimum of 45 units completed after the Bachelor's degree.

Condition 3:

Possession of an Associate degree plus six (6) years of occupational experience.

COLUMN B

Condition 1:

Possession of a Master's degree from an approved college or university with 45 units completed after the Bachelor's degree, OR

Condition 2:

Possession of a Bachelor's degree from an approved college or university plus a certification by an approved college or university of achievement equivalent to Master's degree with a minimum of 60 units after the Bachelor's degree.

Condition 3:

Possession of an Associate degree plus six (6) years of occupational experience plus 15 units after the Associate degree, OR

Condition 4:

Possession of an Associate degree plus seven (7) years of occupational experience.

COLUMN C

Condition 1:

Possession of a Master's degree from an approved college or university with 60 units completed after the Bachelor's degree, OR

Condition 2:

Possession of a Bachelor's degree from an approved college or university plus a certification by an approved college or university of achievement equivalent to a Master's degree with a minimum of 75 units after the Bachelor's degree

Condition 3:

Possession of an Associate degree plus six (6) years of occupational experience plus 30 units after the Associate degree, OR

Condition 4:

Possession of an Associate degree plus eight (8) years of occupational experience.

COLUMN D*Condition 1:*

Possession of a Master's degree from an approved college or university with at least 75 units completed after the Bachelor's degree, OR

Condition 2:

Possession of a Bachelor's degree from an approved college or university plus a certification by an approved college or university of achievement equivalent to a Master's degree with a minimum of 90 units after the Bachelor's degree.

Condition 3:

Possession of an Associate degree plus six (6) years of occupational experience plus 45 units after the Associate degree.

COLUMN E*Condition 1:*

Possession of an earned Doctorate degree from an approved college or university, OR

Condition 2:

Possession of a Master's degree from an approved college or university with 90 units completed after the Bachelor's degree.

Condition 3:

Possession of a Bachelor's degree from an approved college or university plus the required years of occupational experience for the discipline.

Revised 07/01/07

FACULTY SALARY SCHEDULE **STEP PLACEMENT PROCEDURE**

Step placement shall be as follows:*

Step 1 – No experience	Step 14 – 13 years experience
Step 2 – 1 year experience	Step 15 – 14 years experience
Step 3 – 2 years experience	Step 16 – 15 years experience
Step 4 – 3 years experience	Step 17 – 16 years experience
Step 5 – 4 years experience	Step 18 – 17 years experience
Step 6 – 5 years experience	Step 19 – 18 years experience
Step 7 – 6 years experience	Step 20 – 19 years experience
Step 8 – 7 years experience	Step 21 – 20 years experience
Step 9 – 8 years experience	Step 22 – 21 years experience
Step 10 – 9 years experience	Step 23 – 22 years experience
Step 11 – 10 years experience	Step 24 – 23 years experience
Step 12 – 11 years experience	Step 25 – 24 years experience
Step 13 – 12 years experience	

*Effective January 1, 2007, all new full-time, tenure track faculty shall be hired at Step 7 at a minimum. Effective Fall 2007, all faculty who move to Step 8 will be moved an additional step to Step 9, for 2007-08, all new faculty hires will be placed on Steps 7 through 9, wherever they qualify. Effective Fall 2008, all new faculty hires will be placed between Steps 7 through 10, wherever they qualify.

1. Teaching

For contract and regular faculty members, prior full-time teaching may be credited on a year-for-year basis up to a maximum of eight (8) years. For part-time, temporary faculty members, prior full-time teaching may be credited on a year for year basis up to a maximum of six (6) years. (Full-time teaching or supervision for at least 16 weeks and less than 30 weeks in any one school year is counted as one-half year; 30 weeks or more is counted as one year of experience). Part-time teaching experience may be credited on the percentage it bears to full-time requirement as it was performed. Overlapping part-time experience may be totaled only to a maximum of one week for one week.

2. Practical Experience

Credit for full-time non-teaching experience may be allowed when it has been recognized as related to the teaching assignment. Part-time experience may be credited on the percentage it bears to full-time requirement as it was performed. Overlapping experience may be totaled only to a maximum of one week for one week.

3. Total Credit

For contract and regular faculty members, total credit allowed for experience shall not result in initial salary placement beyond Step 9 of the salary schedule (Step 10 beginning in Fall 2008). No exceptions will be made to initial placement beyond the ninth (9th) step [tenth (10th) Step beginning in Fall 2008] unless recommended and approved by the President of the college, the Vice Chancellor for Educational Services, the Chancellor, and the Board of Trustees.

Before recommending an exception, the President shall consult with the President of the College Academic Senate. If there is disagreement, the Senate President may state his/her position in a document which will accompany the College President's recommendation to the Vice Chancellor. If the disagreement is not resolved by the Vice Chancellor, the College President's recommendation, the Senate's comments and the Vice Chancellor's recommendation will be submitted to the Chancellor. Final authority in all cases rests with the Board of Trustees.

For part-time, temporary faculty, total credit allowed for experience shall not result in initial placement beyond Step 7 of the salary schedule.

4. Verification

Prior teaching experience and related practical experience for initial placement is allowed if verified before the end of the 90-day calendar period, which begins with the first day of the teaching assignment. It is the responsibility of the faculty member to provide college and university official transcripts bearing the impressed seal of the institution or the original signature of the registrar, transcript clerk, or recorder within this 90-day calendar period. When verification is impossible to obtain within the 90-day period through no fault of the instructor, an extension of time may be granted by the Vice Chancellor for Educational Services upon written request.

ADVANCEMENT ON THE SALARY SCHEDULE

A. Column Advancement - All Faculty

The end of the fourth week of instruction of any term is the final date for filing official transcripts required for column advancement. Official transcripts from an accredited institution bearing the impressed seal of the institution, or the original signature of the registrar, transcript clerk, or recorder are required. After initial placement based on assignment and qualifications, column advancement will be based on the initial assignment even if a future assignment would have produced a lower column placement. For example, if initial placement is in an occupational or vocational assignment and the faculty member's subsequent assignment is primarily academic, the faculty member will not have his/her pay rate reduced and will retain eligibility to be advanced as if s/he had remained in an assignment that was at least .5 in an occupational or vocational area.

Column advancement may be granted to faculty members for successfully completing lower division undergraduate courses in specific disciplines relevant to the faculty member's professional development:

1. Courses which enable faculty to learn skills to teach with information technology.
2. Foreign language instruction in languages that reflect the major non-English speaking or ESL populations of the District, including ASL.

Such approval will be subject to the following provisions:

1. Approval may be granted by a majority vote of a Column Advancement Committee comprised of:
 - a. The District Staff Development Officer or designee.
 - b. The District Academic Senate President or designee.
 - c. The Vice Chancellor for Educational Services or designee.
2. A course description or outline of the course must be submitted to the above committee along with the request for approval.
3. The content of the course must directly relate to the faculty member's professional development in a significant way which the committee believes will benefit the college, the District, and the individual faculty member.
4. A written statement must be issued by the Column Advancement Committee to the faculty member in response to each request for approval. The written notice shall indicate the number of units granted toward column advancement or reason(s) for denial.
5. Upon completion of the above requirements and the filing of official transcripts, movement on the salary schedule shall be granted when sufficient units have been completed.

6. A maximum of 12 semester units may be taken under this provision.
7. This provision for applying lower division undergraduate course completion to column advancement expires on the expiration date of this agreement or June 30, 2000 whichever occurs first may be grieved only for a procedural violation.
8. The provision for column advancement may be grieved only for a procedural violation.

B. Non-Academic Column Advancement

Occupational and vocational instructors refer to those instructors who have at least 0.5 assignment in an occupational or vocational area. Column movement for occupational and vocational instructors applies to: (1) those who were originally hired to teach in an occupational or vocational subject area and who are still teaching in such area; (2) those who were originally hired to teach in a non-occupational or non-vocational area, but due to further retraining and the District's educational needs are currently teaching in an occupational or vocational training area. Application for advancement on the salary schedule will be based on current 0.5 employment in a vocational or occupational area.

Non-academic salary advancement may be granted to vocational faculty for training courses sponsored by recognized business and industrial firms or professional organizations subject to the following provisions:

1. Approval may be granted by a majority vote of the College Professional Development Committee, and two (2) vocational faculty members, one of whom shall be designated by the PFT and the other by the Academic Senate.
2. A course description or outline of the Vocational Training Program must be submitted to the above committee along with the request for approval.
3. The content of the Vocational Training Program must directly relate to the faculty member's current FSA or to an FSA which the committee believes will benefit the college, the District, and the individual faculty member.
4. A written statement must be issued by the Professional Development Committee to the faculty member in response to each request for approval. The written notice shall indicate the number of units granted for completion of the course of study or work, or reason(s) for denial.
5. Provisions 1-4 shall not be subject to the grievance procedure. Upon completion of the above requirements and documentation of completion of the Vocational Training Program, movement on the salary schedule shall be granted according to the following formula: 32 hours of training is equivalent to one semester unit.

C. Step Placement Associated with Column Advancement

Historically, when a change in column placement has occurred, step placement has been limited to a maximum one (1) step increase on the new column even if the total years of qualifying PCCD faculty service meets or exceeds the requirements for higher step placement on the new column.

Effective with the start of the 1992-93 academic year, step placements that occur when a faculty member moves to a new column will be based solely on the years of qualifying PCCD experience. This means that a faculty member may move more than one (1) step when placed on a new column. For example, a faculty member with 20 years of PCCD faculty service moves from column C step 13 to column D.

The step placement on column D would be step 16. Under the previous interpretation and practice the faculty member would have been placed on step 14.

The application of this revised step placement procedure is prospective only and does not apply to placements made before the 1992-93 academic year except that faculty members who are not at the top step of their present column placement will be placed on the basis of their total years of qualifying services. Example: a faculty member who is currently at column D, step 14 who has 20 years of qualifying PCCD faculty service would be moved to step 16 of column D. For faculty currently at the top step of a column, there will be no retroactive application of this procedure.

D. Step Advancement - Contract and Regular Faculty

Peralta Community College District contract and regular faculty members shall advance one step in the schedule, after original placement, for each college year of employment in which they teach at least 75 percent of the days in which schools are in session each year.

Probationary contract and regular tenured faculty members on paid leave shall be granted credit for regular service for the purpose of advancement on the salary schedule. An instructor teaching half-time or more will be incremented on the regular salary schedule, provided that in the previous year's service s/he has performed 75 percent of the days called for in his/her part-time assignment. In the event that a temporary part-time instructor assumes a probationary contract position with the colleges, s/he will be credited on the salary schedule for the total of his/her past experience with the District, pro-rated for part-time experience.

E. Step Advancement - Part-time, Temporary Faculty

Part-time, temporary faculty employees shall advance one step on the salary schedule, after original placement, after completion of 30 semester equated hours of 45 quarter equated hours of Peralta faculty service. Step advancement is effective the beginning of the semester or quarter following the completion of the required equated hours of service.

**FACULTY SALARY INFORMATION
TEMPORARY (PART-TIME) FACULTY
AND
EXTRA SERVICE ASSIGNMENTS**

Temporary (part-time) faculty and extra service assignments shall be compensated on the basis of the pro-rata salary schedules.

Pro-rata compensation for temporary (part-time) faculty and extra service assignments for contract and regular faculty is based on the individual's placement on the first five steps of the faculty salary schedules.

Pro-Rata Rates

1. The 60% pro-rata schedule is used to determine compensation for persons holding regular, full-time employment at Peralta or outside the District.
2. The 75% pro-rata schedule is used for all other persons working temporary assignments. Changes in assignment to the 60% or 75% pro-rata schedule rates will be effective at the beginning of the term if all required documentation has been submitted to the District Personnel Office at least six (6) weeks in advance of the start of the term.

Initial Column and Step Placement

Faculty member employed on a temporary (part-time) basis or on an extra service assignment receive step and column placement in accordance with the procedures described in Appendices A7 and A8.

Revised 2/29/96

METHOD OF PAYMENT

Contract and Regular Faculty

All annual salaries are paid in twelve installments with the first installment for the college year being payable at the end of the month in which the first class meeting occurs. Faculty employed after that date will have an adjustment in the following July and August pay warrants or will be paid based on a monthly salary rate if a July and August adjustment will not produce the appropriate earnings for the academic year.

Extra Service and Part-Time Regular Faculty

Pay rates are based on the pro-rata, equated hour pay schedule. For each full term, payments are made as follows:

	<u>1st Payment</u>	<u>Last Payment</u>
Fall Semester/Quarter	End of September	End of December
Spring Semester	End of January	End of May

However, there will be an additional payment if the first day of instruction is August 15 or earlier.

Substitutes

Hourly and daily temporary (substitute) assignments will be compensated on the basis of the per hour pro-rata salary system. If a daily substitute remains in a specific assignment for more than twenty (20) working days, he/she will be reimbursed according to his/her education and experience, on the appropriate Faculty Salary Schedule, retroactive to the first day of that specific assignment.

Employee Qualification

Each faculty member is responsible for meeting state and District minimum qualifications and providing documentation. No salary can be paid to anyone as a faculty member who does not meet minimum qualifications.

Revised 12/1/06

FACULTY ANNUAL SALARY SCHEDULE

Salary Ranges

Effective January 1, 2007 all new tenure track faculty hires will be placed on Step 7 as a minimal placement.

Effective Fall 2007, all faculty who move to Step 8 will be moved an additional step to Step 9. For 2007/08, all new faculty hires will be placed on Steps 7 through Step 9, wherever they qualify.

Effective Fall 2008, all new faculty hires will be placed between Steps 7 through 10, wherever they qualify.

A. 2006/07 Fiscal Year: 3% Salary increase for 2006/07 as follows (\$1,000,000):

	A	B	C	D	E
1	35,349.51	38,068.32	40,779.10	43,543.06	46,259.86
2	37,496.47	40,213.27	42,985.25	45,693.02	48,411.83
3	39,703.62	42,417.41	45,130.20	47,794.83	50,541.73
4	41,854.59	44,572.39	47,286.18	50,084.25	52,682.66
5	44,010.57	46,722.36	49,492.33	52,131.88	54,766.41
6	46,210.70	48,929.51	51,585.11	54,221.65	56,859.19
7	48,367.69	51,034.32	53,674.88	56,312.42	59,007.15
8	50,487.55	53,130.11	55,812.80	58,451.35	61,097.93
9	52,629.49	55,262.02	57,901.57	60,552.16	63,176.66
10	54,716.25	57,357.81	59,994.35	62,640.92	65,326.62
11	56,274.30	58,915.86	62,100.17	64,784.87	67,421.41
12	57,832.35	60,473.90	64,219.04	66,873.64	69,513.19
13	59,390.39	62,031.95	66,339.91	68,945.35	71,634.06
14	60,948.44	63,590.00	67,897.95	71,117.38	73,754.93
15	62,506.49	65,148.05	69,456.00	73,238.25	75,874.79
16	64,064.54	66,706.09	71,014.05	75,357.12	77,996.67
17	65,622.58	68,264.14	72,572.10	76,915.16	80,116.54
18	67,180.63	69,822.19	74,130.14	78,473.21	82,236.40
19	68,738.68	71,380.23	75,688.19	80,031.26	83,794.45
20	70,296.72	72,938.28	77,246.24	81,589.31	85,352.50
21	71,854.77	74,496.33	78,804.28	83,147.35	86,910.54
22	73,412.82	76,054.38	80,362.33	84,705.40	88,468.59
23	74,970.87	77,612.42	81,920.38	86,263.45	90,026.64
24	76,528.91	79,170.47	83,478.43	87,821.50	91,584.69
25	78,086.96	80,728.52	85,036.47	89,379.54	93,142.73

1. Effective December 1, 2006, 2% will go on the new 25 Step Salary Schedule in eight (8) equal monthly installments (December 2006 to July 2007, approximately \$670,000)
2. Effective January 1, 2007, 1% will go to fully fund Step 6 of the Part-time Teacher/Extra-Service Salary Schedules for the spring 2007 semester and partially fill Step 7 (approximately \$335,000)

- B. During the two-year contract extension, for 2007/08 and 2008/09, additional funding of the 25 Step Salary Schedule and Step 7 of the Part-time/Extra Service Salary Schedules shall be provided by the difference between the Bay Area's Consumer Price Index (CPI) and the state provided COLA, and from new money, such as growth, equalization, or other new state funds. For example, if the Bay Area CPI is 3% and the state funded COLA is 4%, the 3% CPI will be added to all faculty salaries as a 3% salary increase. The 1% difference will be used to fund the 25 Step Salary Schedule and Step 7 of the Part-Time/Extra Service Salary Schedules on a 2:1 pro-rated basis. New monies, if they exist, will be negotiated to be applied to the 25 Step Salary Schedule and Step 7 of the Part-time Teacher/Extra Service Salary Schedules.

Longevity

As of December 1, 2006, the District will pay an annual longevity increment to be effective after:

the 18th year	\$281
the 19th year	\$374
the 20th year	\$543
the 21st year	\$730
the 22nd year	\$918
the 23rd year	\$1,105
the 24th year	\$1,292
the 25th year	\$1,872

When the 25 Step Salary Schedule is fully funded, the eight (8) longevity steps on the current salary schedule will be eliminated.

Revised 12/1/2006

**PERALTA COMMUNITY COLLEGE DISTRICT
PROFESSIONAL DEVELOPMENT LEAVE / SABBATICAL CONTRACT**

1. This agreement is entered into between _____ (Employee) and the Peralta Community College District (PCCD) for the express benefit of the PCCD and Employee in accordance with Article 26 (R) of the contract between the Peralta Federation of Teachers (PFT) and PCCD.
2. Employee has been granted a Professional Development Leave (Leave) from _____ to _____. During this Leave, Employee will not perform any other paid assignment or paid services for PCCD. Employee will devote his/her professional full-time equivalent effort to the activities, purposes and objectives of the Leave. Employee will receive salary and benefits consistent with the provisions of Article 26 (R). Employee agrees to provide PCCD with immediate notice of any conditions that prevents the Employee from completing the objectives of the Leave.
3. As consideration for granting the Leave, Employee agrees to return to regular faculty service with PCCD for a period equal to twice the duration of the Leave after completion of the Leave. Employee shall provide the professional development report as required under Article 26 (R)(13).
4. Employee agrees that if s/he fails to return to regular faculty service at the completion of the Leave, the Employee will reimburse PCCD for all salary and benefits paid to Employee during the Leave. Except as provided in Article 26 (R) (10), if the Employee fails to complete the service required under paragraph 3, the Employee agrees to reimburse PCCD for all salary and benefits paid to Employee equal to the period of unfulfilled service.
5. Relevant provisions of Article 26 (R) are incorporated by reference into this contract as though fully set forth herein. Nothing in this Agreement is intended to be inconsistent with or prohibited by Education Code Sections 87767, 87768, 87769-87775 which shall govern the terms of this Agreement. Except as provided herein, this Agreement contains the entire Agreement between Employee and PCCD relating to the Leave.
6. Employee represents and warrants that s/he has the authority and capacity to enter into this Agreement on his/her own behalf and the Employee's heirs, executors, administrators, successors and assigns. Employee represents that s/he has had the opportunity to seek advice of counsel and is voluntarily entering into this Agreement.

PLEASE READ CAREFULLY

_____ Employee Signature	Date: _____
_____ PCCD Signature	Date: _____
_____ Approved by College President	Date: _____

CORESOURCE / BLUE CROSS / MEDCO / SPECTERA

1. A basic summary of the current medical plan is as follows:

Benefits Summary: Preferred Provider Plan – CoreSource/Blue Cross

What is a pre-existing condition limitation?

A pre-existing condition is an illness or injury which existed within six (6) months before the enrollment date for coverage under the plan. An illness or injury is considered to have existed when the person 1) sought or received professional advice for that illness or injury, or 2) received medical care or treatment for that illness or injury, or 3) received medical supplies, drugs, or medicines for that illness or injury.

Benefits will be provided for pre-existing conditions after the completion of a period of six (6) months [eighteen (18) months for late enrollees] from the covered person's enrollment date for coverage under the plan. The pre-existing condition limitation shall not apply to a child born to or placed for adoption or to pregnancy under any circumstances.

New / Current Employees:

New employees (or a current employee who is transferring health care coverage to the CoreSource plan) **with prior coverage must be issued a Certificate of Creditable Coverage under federal law. If there are less than 63 days from the last date of prior coverage all or part of the pre-existing condition limitation provision may be satisfied.**

New employees (or current employees who transfer health care coverage to the CoreSource plan) should file any such Certificates with the District's Benefits Office.

GENERAL PROVISIONS	IN-NETWORK BENEFITS	OUT-OF-NETWORK BENEFITS
Deductible	The accrual period is: Calendar year \$100 per individual 3 times individual deductible per family	The accrual period is: Calendar year: \$100 per individual 3 times individual deductible per family
Out-of-pocket maximum	The accrual period is: Calendar year \$300 per individual 3 times individual deductible per family During the first calendar year of this plan administration, if a member satisfies their deductible within the 4 th quarter (Oct-Dec) of the year, the deductible will be waived for the following calendar year.	The accrual period is: Calendar year \$1,000 per individual 3 times individual deductible per family During the first calendar year of this plan administration, if a member satisfies their deductible within the 4 th quarter (Oct-Dec) of the year, the deductible will be waived for the following calendar year.
Lifetime benefit maximum	\$5,000,000 The lifetime benefit maximum is combined for in and out-of-network services.	\$5,000,000

COPAYMENTS/COINSURANCE	IN-NETWORK BENEFITS	OUT-OF-NETWORK BENEFITS
Physician's office visit	\$10 copay; plan pays 100% (deductible is waived)	Plan pays 80% of usual & customary charges after deductible
Routine adult physicals	\$10 copay; plan pays 100% (deductible waived), with a limited benefit of \$250 per calendar year – combined benefit between in and out of network	Plan pays 80% of usual & customary charges, after deductible with a limited benefit of \$250 per calendar year – combined benefit between in and out of network
Routine Mammograms	Plan pays 100% after deductible	Plan pays 80% of usual & customary charges after deductible
Laboratory services (Diagnostic tests, labs, x-rays)	Plan pays 100% after deductible	Plan pays 80% of usual & customary charges after deductible
Inpatient hospital (Semi-private room, board, tests, medications)	Plan pays 100% after deductible	Plan pays 80% of usual & customary charges after deductible
Preauthorization of treatment	Prior authorization is required for all inpatient hospital services, except for maternity care and life-threatening emergencies. If an authorization is not obtained, benefits are reduced by 25%. To obtain pre-authorization or post-emergency authorization, call 866-794-0770.	
Outpatient hospital	Plan pays 100% after deductible	Plan pays 80% of usual & customary charges after deductible
Emergency room visit (for true emergency)	\$35 copay; plan pays 100% (deductible is waived)	\$35 copay; plan pays 100% (deductible is waived)
	Co-payment is waived if admitted	Co-payment is waived if admitted
	<p>“Emergency” the sudden onset of a medical or behavioral condition that causes sufficiently severe symptoms or pain. In the absence of immediate medical attention, the emergency could be expected to result in:</p> <ul style="list-style-type: none"> ➤ placing the health of the person in serious jeopardy (or placing others in jeopardy in the case of a behavioral condition) ➤ serious dysfunction of any organ or body part ➤ serious disfigurement ➤ serious impairment to bodily functions 	
Maternity care (pre-natal and post-natal)	\$10 copay; plan pays 100% (deductible is waived)	Plan pays 80% of usual & customary charges after deductible
Well-baby care/immunizations	\$10 copay; plan pays 100% (deductible is waived)	Plan pays 80% of usual & customary charges after deductible
Well child care (to age 19)	\$10 copay; plan pays 100% (deductible is waived)	Not a covered benefit-see adult “Routine Adult Physicals”
Physical therapy	Plan pays 100% after deductible	Plan pays 80% of usual & customary charges after deductible

Mental health treatment	<p>Inpatient: Plan pays 100%, after deductible, up to 30 days per calendar year maximum benefit; (combined with Substance Abuse benefits)</p> <p>Outpatient: \$10 copay, plan pays 100% (deductible is waived), up to a maximum benefit of 50 visits per calendar year (combined with Substance Abuse benefits)</p> <p>Benefits are consistent with the Mental Parity Act.</p>	<p>Inpatient: Plan pays 80%, after deductible, of usual & customary up to 30 days per calendar year maximum benefit; (combined with Substance Abuse benefits)</p> <p>Outpatient: 80%, after deductible, of usual & customary up to a maximum benefit of 50 visits per calendar year (combined with Substance Abuse benefits.)</p> <p>Benefits are consistent with the Mental Parity Act.</p>
Substance abuse treatment	<p>Inpatient: Plan pays 100%, after deductible, up to 30 days per calendar year maximum benefit-combined with Mental Health benefits</p> <p>Outpatient: \$10 copay, plan pays 100% (deductible is waived), up to a maximum benefit of 50 visits per calendar year-combined with Mental Health benefits</p>	<p>Inpatient: Plan pays 80%, after deductible, of usual & customary up to 30 days per calendar year maximum benefit-combined with Mental Health benefits</p> <p>Outpatient: 80%, after deductible, of usual & customary up to a maximum benefit of 50 visits per calendar year-combined with Mental Health benefits</p>
Prescription drug coverage	<p>Retail: up to 30 day supply \$10 generic copay \$15 brand name copay \$15 non-formulary copay</p> <p>Mail order: up to 90 day supply \$5 generic copay \$5 brand name copay \$5 non-formulary copay</p>	<p>Member will pay the applicable copay (\$10 copay for generic or \$15 copay for brand name; or \$15 copay for non-formulary) <u>plus</u> the difference in cost between the participating pharmacy and non-participating pharmacy</p> <p>No benefits available for mail order prescriptions</p>
<p>Rx Prescriptions: All prescriptions should be filled through Medco participating pharmacies (whenever possible) – if retail prescriptions are obtained from a non-contracted provider, there may be an increase to out-of-pocket expenses. For maintenance medications, Medco's Mail Order benefit is available.</p>		
Separate "out-of-area" benefit	<p>If there are no network providers in a particular specialty or require a drive of at least 30 miles, then CoreSource will process</p> <ul style="list-style-type: none"> • as if the provider were in-network and • within customary and reasonable provisions 	
Hearing Aid	<p>Member may be reimbursed 50%, after deductible of the cost of hearing aids once every five years, up to a maximum benefit of \$5,000 in any five year time period.</p>	

Spectera Vision Plan	<p>In-network:</p> <p>Exam every 12 months Lenses every 12 months Frames every 12 months</p> <p>Copays: \$10 copay (plan pays 100%) \$0 copay (plan pays 100% (no deductible) towards materials (lenses/frames*))</p> <p>*Plan pays 100% up to a \$120 retail allowance for frames (or \$50 wholesale). One pair of standard single vision or standard multi-focal lenses is covered-in-full. Contact lenses are in lieu of frames and lenses benefit. Contacts are covered up to 4 boxes if disposable lenses or a \$150 allowance (the \$150 allowance is applied to the fitting/evaluation fee AND towards the purchase of contact lenses).</p>	<p>Out-of-network reimbursements:</p> <p>Exam every 12 months Lenses every 12 months Frames every 12 months</p> <p>Exams are covered up to a \$40 allowance</p> <p>Single vision lens are covered up to a \$40 allowance</p> <p>Bifocal lenses are covered up to a \$60 allowance</p> <p>Trifocal lenses are covered up to a \$90 allowance</p> <p>Lenticular lenses are covered up to a \$90 allowance</p> <p>Frames are covered up to a \$45 allowance</p> <p>Contacts are covered up to 4 boxes if disposable lenses or a \$150 allowance (the \$150 allowance is applied to the fitting/evaluation fee AND towards the purchase of contact lenses).</p>
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This document is for illustrative purposes only. For a complete listing of benefits, limitations and/or exclusions, refer to the CoreSource Summary Plan Description.

CoreSource Customer Service #: (866) 280-4120

Blue Cross Network #: (866) 280-4120 or www.bluecrossca.com for CA residents or (800) 810-

BLUE or bluecares.com for non-California residents

Medco (Pharmacy) Customer Service #: (800) 818-6635 or www.medcohealth.com

Spectera Customer Service #: (800) 638-3120

Spectera Contracted Provider Listing: www.spectera.com

2. The benefits summary above is not in any way meant to lower or limit the following rights or coverages:

A. Out-of-State Retirees

Covered expenses for retired members who move out of the will not be compromised as long as retiree advises the District of the address change for timely alignment with the Blue Cross network. Plan deductibles will apply. Benefits are based on the usual & customary charges schedule for the area of residence.

B. Referral

If there is not a participating provider within a 50-mile radius of the member's residence, a member can request an authorized referral to a non-participating provider. If the referral request is approved, the physician will be reimbursed at 100%, after deductible, of the usual & customary charges.

C. Emergency (See chart)

Covered expenses for claims incurred due to an emergency (as defined by CoreSource) will be paid at 100%, after \$35 copay, (deductible is waived).

The definition of an **emergency** in the Summary Plan Document certificate is:

An accidental ***injury***, or the sudden onset of an ***illness*** where the symptoms are of such severity that the absence of immediate medical attention could reasonably result in:

1. Placing the ***covered person's*** life in jeopardy, or
2. Causing other serious medical consequences, or
3. Causing serious impairment to bodily functions, or
4. Causing serious dysfunction of any bodily organ or part.
5. Causing a ***covered person*** to seek medical attention because of the perception that he or she would have suffered grave consequences had medical attention not been sought.

In addition, PCCD and the PFT have agreed to add the following definition:

Medical Emergency

"A condition, illness or injury is considered a medical emergency when there are symptoms of sufficient severity such that the absence of immediate medical attention could reasonably be expected to result in any of the following:

1. placing the patient's health in serious jeopardy;
2. serious impairment to bodily functions;
3. serious dysfunction of any bodily functions."

In the event that CoreSource/Blue Cross initially determines that the condition was not an emergency, the insured is entitled to request reconsideration. The doctor needs to submit additional information and request that the claim be reviewed. If subsequent to the review the claim is paid at the non-emergency rate, the insured can appeal by going to Binding Arbitration or small claims court, as outlined in below.

D. Binding Arbitration

Any dispute or claim, of whatever nature, arising out of, in connection with, or in relation to this Plan or breach thereof, or relation to care or delivery of care, including any claim based on contract, tort or status, must be resolved by arbitration, if the amount sought exceeds, the jurisdictional limit of the small claims court regarding a claim for damages within the jurisdictional limits of small claims court will be resolved in such court.

The arbitration is begun by the covered person making written demand on the plan administrator, Peralta. The American Arbitration according to its commercial rules of arbitration will conduct the arbitration. The arbitration shall be held in the State of California.

The arbitration findings will be final and binding except to the extent that California or Federal law provides for the judicial review of arbitration proceedings.

E. Clerical Error

No clerical error on the part of the employer or claims processor shall operate to defeat any of the rights, privileges, services or benefits of any employee or any dependent(s) hereunder.

F. Comparison of Health Plans – Blue Cross, CoreSource, and Kaiser

This agreement includes major changes to the medical/prescription drug plans that the District sponsors. The current and new vendors are:

	PPO Plan – through August 31, 2004	PPO Plan –	Pre-Paid Health Plan – No Change
Administrator	Blue Cross	Core Source	Kaiser
Network	Prudent Buyer	Interplan / PHCS <ul style="list-style-type: none"> • 9/1/04-8/31/06 Blue Cross* • 9/1/06-8/31/07* 	
Prescriptions	Wellpoint	Medco	
Stop-Loss	BC Life	ING	

- In the event that a ***covered person*** was receiving services from a provider of service that is not in the ***preferred provider network*** on the date in which the ***preferred provider network*** was integrated into this ***Plan***, then the charges resulting from services rendered by that provider will be deemed as having rendered by a ***preferred provider*** until the earlier of; the date treatment is concluded (or diagnosis changes) or the end of one month from the date of network integration or change.
- If a ***covered person*** is receiving services for maternity care from a ***network provider*** that is not in the ***preferred provider network*** on the date that the network was integrated in this ***Plan***, the charges resulting from services rendered by that provider will be deemed as having been rendered by a ***preferred provider*** until the date treatment is concluded.

The following plan attributes, co-pays and deductibles shall apply:

Plan Attribute	Blue Cross Until 8/31/04	CoreSource Effective 9/1/04	Kaiser Until 8/31/04	Kaiser Effective 9/1/04
Encounter Co-Pay (Office visit, labs, etc.)	Zero	\$10 (deductible is waived)	Zero	\$10
Emergency Room Co-Pay	Zero or \$25, depending on class	\$35 (waived if directed by network physician or admitted as an inpatient)	Zero	\$35
Annual Deductible	Zero	\$100 - 3 times individual deductible –per family	None	None
Co-insurance	20% non-network	20% non-network	None	None
Mental Health/Chemical Dependency	50% any provider	Covered like any medical condition – no reduction	Covered like any medical condition – no reduction	No change
Infertility; Orthotics; Smoking Cessation	Not Covered	Coverage Now Available, subject to new plan limits	No change	No change
Wellness	Limited	Expanded	Extensive	No Change
Health Education	Limited	Expanded	Extensive	No Change
Lifetime Maximum-medical	\$1,000,000 (goes to \$2,000,000)	\$5,000,000	Not applicable	Not applicable
Generic Drug – up to 30 day supply	\$1	\$10	\$5	\$10
Brand Drug - up to 30 day supply	\$1	\$15	\$5	\$15
Mail Order –up to 90 supply (Brand and Generic)	\$1	\$5	\$5	\$5* Peralta reimburses expenses over \$5 per mail order prescription

Plan amendments will be introduced by the plan sponsor, Peralta Community College District, as necessary to maintain consistency in the application of plan benefits.

**PERALTA COMMUNITY COLLEGE DISTRICT
RETRAINING LEAVE CONTRACT**

1. This agreement is entered into between _____ (Employee) and the Peralta Community College District (PCCD) for the express benefit of the PCCD and Employee in accordance with Article 26(S) of the contract between the Peralta Federation of Teachers (PFT) and PCCD.
2. Employee has been granted a _____ (proportion of contract) Retraining Leave (Leave) from _____ to _____. During this Leave, Employee will not accept employment with any other employer or perform any other paid assignment or paid services for PCCD. Employee will devote his/her professional effort to the activities, purposes and objectives of the Leave. Employee will receive salary and benefits consistent with the provisions of Article 26(S). Employee agrees to provide PCCD with immediate notice of any condition that prevents Employee from completing the objectives of the Leave.
3. As consideration for granting the Leave, Employee agrees to return to regular faculty service with PCCD for a period equal to twice the duration of the Leave after completion of the Leave.
4. Employee agrees that if s/he fails to return to regular faculty service at the completion of the Leave, the Employee will reimburse PCCD for all salary and benefits paid to Employee during the Leave. If the Employee fails to complete the service required under paragraph 3, the Employee agrees to reimburse PCCD for all salary and benefits paid to Employee equal to the period of unfulfilled service consistent with the provisions of Article 26(S) of the PFT/PCCD contract. If the leave is less than full time, the required reimbursement is in proportion to the percent of time on paid leave.
5. Relevant provisions of Article 26(S) are incorporated by reference into this contract as though fully set forth herein. Except as provided herein, this agreement contains the entire agreement between Employee and PCCD relating to the Leave.
6. Employee represents and warrants that s/he has the authority and capacity to enter into this agreement on his/her own behalf and the Employee's heirs, executors, administrators, successors and assigns. Employee represents that s/he has had the opportunity to seek advice of counsel and is voluntarily entering into this agreement.

PLEASE READ CAREFULLY

Employee Signature

Date: _____

PCCD Signature

Date: _____

Approved by College President

Date: _____

JOB DESCRIPTIONS

JOB DESCRIPTION FOR *COUNSELING DEPARTMENT CHAIR*

May 6, 1992

The Department Chairperson is responsible to the Dean of Student Services for the performance of the following duties:

1. Advocate on behalf of the department and serve as liaison between the Dean of Student Services, Assistant Dean of Student Services, and department faculty and staff.
2. Responsible for conveying needs of the department to the Dean.
3. After consultation with counselors, recommend to the Dean work schedules and assignments of the Counseling Department.
4. Prepare agendas and conduct Counseling Department meetings (does not apply at College of Alameda.)
5. Assist the Dean of Student Services and Assistant Dean of Student Services in developing and maintaining an effective counseling service.
6. May serve on and/or assist in the development of selection committees for regular and part-time faculty in the department.
7. May participate in the orientation of new counselors.
8. May assist in the development of training programs for counseling interns.
9. May serve on and/or assist in the development of regular and part-time counselor evaluation committees. (No more than the number permitted by PFT contract.)
10. Review the counseling budget and make recommendations to the Dean.
11. May assist the Dean of Student Services with staff development and in service training activities.
12. May represent the department at appropriate division, administrative, college, and District meetings.
13. May assist the Dean of Student Services in the selection, supervision, and evaluation of classified staff for the Counseling Office (Laney only).
14. Disseminate appropriate information to department members.
15. Coordinate the development of Unit Plans and Institutional Plan updates.
16. Perform related tasks as assigned.

JOB DESCRIPTION FOR *DEPARTMENT CHAIRPERSON*

April 30, 1992

Under the supervision of the Assistant Dean of Instruction, the Department Chairperson will be responsible for coordinating the activities related to curriculum development, scheduling, budget development, and evaluation of faculty. Specific responsibilities shall include, but are not limited to, the following:

1. Advocate on behalf of the department and serve as liaison between the Assistant Dean and department faculty and staff.
2. Be available and listen to student inquiries and complaints about department members and services. Investigate and attempt to resolve such complaints on a department level.
3. Be available and listen to department members' inquiries and complaints about department matters. Investigate and attempt to resolve matters on a department level.
4. After consultation with department faculty, recommend class schedules to the Assistant Dean.
5. Assist in identifying part-time faculty for temporary positions.
6. May serve on and/or assist in the development of selection committees for regular faculty, part-time faculty, and classified staff in the department.
7. May serve on and/or assist in the development of regular and part-time faculty evaluation committees (no more than the number permitted by PFT contract).
8. Participate in the orientation of new faculty and classified staff in the department.
9. May recommend, monitor and maintain department budgets.
10. Represent the department at appropriate division, administrative, college, and district meetings.
11. May serve on and/or assist in the appointment of department faculty and classified staff to accreditation committees.
12. Coordinate course reviews, revisions, additions and deletions, changes in course outlines and catalogue changes. Assume responsibility for meeting Curriculum Committee deadlines and seeing changes through Curriculum Committee.
13. Disseminate information about curriculum changes to department members and monitor implementation.
14. Convene department meetings as often as necessary.
15. May assist the Assistant Dean with student recruitment and community outreach efforts.
16. Coordinate the development of Unit Plans and Institutional Plan updates.
17. Maintain files on current course outlines, syllabi, textbook orders and class schedules. (Not at Vista.)
18. Coordinate the utilization and monitor the condition of facilities and equipment assigned to the department.
19. Supervise and participate in evaluating all classified, and student staff assigned to the department.
20. Assist counselors and the Articulation Officer to clarify and update information on departmental courses in conjunction with the matriculation process.
21. Communicate departmental concerns to the Dean or Assistant Dean. Work with administration through the Dean or Assistant Dean to effect changes requested by the department.
22. Encourage departmental faculty to keep abreast of changes in curriculum patterns, philosophy of education at other two-year and four-year colleges and/or vocational fields and disseminate information to department members.
23. Assist the Dean or Assistant Dean in implementing District and state mandated policies, procedures and regulations affecting departmental operations and services.
24. Assist the Assistant Dean with program development activities.
25. May represent the department and serve as liaison to agencies, organizations, businesses, etc.
26. Perform related tasks as assigned.

JOB DESCRIPTION FOR *DSP&S COORDINATOR*

May 4, 1992

Under the supervision of the Dean of Students or the Assistant Dean of Students, the Coordinator of the Disabled Student Programs and Services (DSP&S) plans, develops, directs, evaluates, and coordinates educational support services and instructional programs to meet the educational and accessibility needs of students with disabilities to assure compliance with State and Federal laws and regulations. The DSP&S Coordinator is responsible for the day-to-day operation of DSP&S. Specific responsibilities include, but are not limited to, the following:

1. Coordinate the activities of academic, classified and student personnel assigned to the DSP&S Program.
2. Develop and plan the DSP&S Program and coordinate DSP&S activities (depending on the campus) such as:
 - personal, academic, and vocational counseling of students with disabilities,
 - identification and recruitment of eligible disabled students who need specialized assistance or instruction.
 - Learning Disabilities Program,
 - High Tech Center,
 - Program for Deaf students,
 - Workability program,
 - Vocational Living Skills program,
 - Adaptive Physical Examination program.
3. Coordinate the preparation and monitoring of the DSP&S budget.
4. Prepare reports, surveys, and other documents as required by the area administrator.
5. Train staff in DSP&S functions, Title V Regulations, and State and Federal laws.
6. Conduct on going evaluation of programs, staff and student workers.
7. Coordinate the maintenance of appropriate records and files.
8. Coordinate educational support services for students with disabilities.
9. Coordinate and supervises an on-campus transportation system for disabled students.
10. Coordinate the development of the DSP&S class schedule in consultation with DSP&S instructors and Office of Instruction.
11. Provide liaison with the college administration, faculty, and staff regarding DSP&S issues.
12. Provide in-serve training for faculty and staff regarding the needs of students with disabilities.
13. Assist instructors in accommodating the academic needs of DSP&S students.
14. Coordinate counseling services for disabled students.
15. Coordinate and monitor the development of education plans for disabled students.
16. Verify, when appropriate, the observable disability of a student as outlined in Section 56008 of Title 5 for participation in DSP&S.
17. Coordinate advisory committee meetings for DSP&S.
18. Serve as liaison to campus and/or community agencies, including referral to campus or community agencies and follow-up services.
19. May represent the college in District and in State DSP&S activities.
20. May represent DSP&S on campus and at District committee meetings.
21. Keep current with trends and developments in the field through appropriate literature, conferences, and other information sources.
22. Perform related tasks as assigned.

JOB DESCRIPTION FOR *HEAD LIBRARIAN*

May 4, 1992

Under the supervision of the Dean or Assistant Dean of Instruction, the Head Librarian will be responsible for coordinating the activities related to the Library/Learning Resources Center including scheduling, budget development and evaluation of classified staff. Specific responsibilities shall include but are not limited to, the following:

1. Advocate on behalf of the department and service as liaison between the Dean, and department faculty and staff.
2. Be available and listen to student inquiries and complaints about department members and services and investigate and attempt resolution on a department level.
3. Be available and listen to department members' inquiries and complaints about department matters and investigate and attempt resolution on a department level.
4. After consultation with department faculty, recommend department work schedules to the Dean or Assistant Dean.
5. Assist in identifying part-time faculty and classified staff for temporary positions.
6. May serve on and/or assist in the development of selection committees for regular faculty, part-time faculty, and classified staff in the department.
7. May serve on and/or assist in the development of regular and part-time faculty evaluation committees (no more than the number permitted by PFT contract.)
8. Participate in the orientation of new faculty and classified staff in the department.
9. Recommend, monitor and maintain department budgets.
10. Represent the department at appropriate administrative, college and district meetings.
11. May serve on and assist in the appointment of department faculty and classified staff to accreditation committees.
12. Convene department meetings as often as necessary.
13. Coordinate the development of Unit Plans and Institutional Plan updates.
14. Coordinate the utilization and monitor the condition of facilities and equipment assigned to the department.
15. Supervise and participate in evaluating classified and student staff assigned to the department.
16. Communicate departmental concerns to the Dean or Assistant Dean. Work with administration through the Dean or Assistant Dean to effect changes requested by the department.
17. Encourage departmental faculty to keep abreast of changes in the library field and disseminate information to department members.
18. May represent the library and serve as liaison to outside agencies and organizations.
19. Assist the Dean or Assistant Dean in implementing district and state mandated policies, procedures and regulations affecting library operations and services.
20. Perform related tasks as assigned.

PERALTA COMMUNITY COLLEGE DISTRICT LEAVE BANKING PROGRAM APPLICATION

College: _____

Request for: ☐ Banked Hours ☐ Use of Banked Hours (Leave) ☐ Cash-out Banked Hours

Instructor Name: _____ SS#: _____

Term Applied for: _____ Beginning: _____ Ending: _____

Number of hours to be banked or cashed out: Semester Equated Hours _____ Summer Equated Hours _____

Instructor's Signature: _____ Date: _____

VICE PRESIDENT OF INSTRUCTION – OFFICE USE ONLY

Status: ☐ Tenured

☐ Probationary, indicate Contract FTE during current school year _____

Date last banked leave taken/paid: _____

Number of hours used or cashed: _____

Balance of banked hours: _____

Budget code to be charged (for banked hours only): _____

Initial date of hire (Seniority): _____

Rate of pay (Pro-Rata Schedule): _____

Verified by: _____ Date: _____
(Academic Support Services Specialist)

☐ **APPROVED** ☐ **NOT APPROVED** (for taking leave only)

Division Dean: _____ Date _____

Vice President of Instruction _____ Date: _____

College Business Officer _____ Date: _____

Vice Chancellor Educational Services _____ Date: _____

Reason for request not being approved _____

Remarks: _____

HUMAN RESSOURCES OFFICE USE ONLY

Date entered and recorded: _____ By: _____

Distribution: Human Resources, Payroll, Vice President, Dean, Business Officer

CONVERSION FACTORS:

- To convert semester equated hours to quarter equated hours multiply by 1.5
- To convert quarter equated hours to semester equated hours multiply by .667
- To convert summer semester hours divide by 3.
- To convert summer quarter hours divide by 2.

PERALTA COMMUNITY COLLEGE DISTRICT LEAVE BANKING PROGRAM

GENERAL INFORMATION

1. The Leave Banking Program became effective with the 1991-92 Academic Year.
2. To access this program obtain a Leave Banking Program Application form from the Office of the Dean of Instruction/Student Services at any of the Peralta Colleges or from the District Personnel Office.
3. It is the responsibility of the faculty member to request that contracted extra service hours be banked as part of this program. If not specifically requested, extra service hours will be compensated as has been the practice.
4. Notice of election of bank extra service hours must be given to the appropriate Assistant Dean six (6) weeks before the start of the semester, quarter or summer session or at the time of assignment, whichever is later.
5. Under this program, faculty member may save any Contracted extra service hours in lieu of immediate compensation.
6. Extra service is defined as all assigned equated hours above a full-term load.

BENEFIT

1. Up to a maximum of thirty (30) semester equated hours, and forty-five (45) quarter equated hours may be banked. Once these limits are reached, no additional hours may be banked until time has been used or cashed-out.
2. Banked hours may be used for up to one (1) semester or two (2) quarters within two (2) years; or two (2) semester or three (3) quarters within three (3) years.
3. Extra service hours may be banked in whole or in part

ELIGIBILITY

The following faculty members are eligible for participation in the Leave Banking Program:

1. All regular, permanent (tenured) faculty.
2. Probationary faculty, with two (2) or more years of service, and the approval of the Tenure Review Committee and the College President
3. Tenured partial contract faculty may accrue hours for leave banking during the summer session calendar ONLY.

CASH-OUT PROCEDURES

1. Complete the Leave Banking Program Application form.
2. Attach a Certificated Time Sheet. On the time sheet indicate: (a) Reporting pay period; (b) personal data requested; (c) write in the number of hours to be paid. Do not forget to sign the form in section B.
3. Forward the forms to the appropriate College Assistant Dean's Office for approval and processing.
4. The College will receive, document and forward the completed application and timesheet to UIC District Personnel and Business Offices for processing.
5. Cash out may result in adverse tax (IRS) consequences. You should check with your tax advisor.

NOTE: See Article 26.T of the contract agreement between the District and the Peralta Federation of Teachers (PFT) for complete details of the Leave Banking Program.

SIDE LETTER
Two-Year Contract Extension

November 21, 2006

To: Tom Smith

From: PFI'

Subject: Two Year Extension package as approved by the PFT Executive Board and the faculty at a Membership meeting on Thursday, November 16, 2006

1. Two year extension of the 2004 - 2007 Agreement as modified by the new, accompanying, Article 22 F:
 - a. All provisions of the 2004-2007 Agreement, except as amended above, will be extended through June 30, 2009.
 - b. All dates in the 2004-2007 Agreement will be extended to reflect the new, two year time frame;
 - c. Sabbaticals and other similarly worded provisions of the 2004-2007 Agreement will be pro-rated. For example, the 2004-2007 Agreement provides 9.0 FTE Sabbaticals for three years, 3.0 FTE per year. Pro-rated, the 2007-2009 extension provides 6.0 FTE Sabbaticals, 3.0 FTE per year. The District and the PFT agree to waive Sabbatical application deadlines for 2006 ~ 7 and allow colleges to consider applications in spring 2007 for the 2007 2008 academic year only.
2. Approval of a new 25 step salary schedule for regular, probationary, and long-term substitute faculty members. When the 25 Step Schedule is fully funded, the 7 longevity steps on the current salary schedule will be eliminated.
3. 3% salary increase for 06-07 as follows: \$1,000, 000
 - a. Effective December 1, 2006, 2% will go on the new 25 step salary schedule in eight equal monthly installments (December 2006 to July 2007, approximately \$670,000)
 - b. Effective January 1, 2007 1% will go to fully fund Step 6 of the part-time teacher/extra-service salary schedules for the spring 2007 semester and partially fill Step 7 (approximately \$335,000)
4. During the two year extension, for 2007 - 2008 and 2008 - 2009, additional funding of the 25 Step salary schedule and Step 7 of the parttime / extra service salary schedules shall be provided by the difference between the Bay Area's Consumer Price Index (CPI) and the state provided COLA, and from new money, such as growth, equalization, or other new state funds. For example, if the Bay Area CPI is 3% and the state funded COLA is 4%, the 3% CPI will be added to all faculty salaries as a 3% salary increase. The 1% difference will be used to fund the 25 ' Step Salary Schedule and Step 7 of the part-time and extra-service salary schedules on a 2:1 pro-rated basis. New

monies, if they exist, will be negotiated to be applied to the 25 Step Salary Schedule and Step 7 of the part-time teacher/extra-service salary schedules.

5. Raising entry-level contract salaries
 - a. Effective January 1, 2007 all new tenure track faculty hires will be placed on Step 7 as a minimal placement.
 - b. Effective Fall 2007, all faculty who move to Step 8 will be moved an additional step to Step 9. For 2007-2008, all new faculty hires will be placed on steps 7 through 9, wherever they qualify.
 - c. Effective Fall 2008, all new faculty hires will be placed between on Steps 7 through 10, wherever they qualify. :

6. Professional Development Days: At the request of the Chancellor, PFT agrees to allow the District to require contract, probationary and longterm substitute instructional faculty attendance at one professional day each semester. Faculty will earn professional development credit for attending. The District agrees that the content of the required days will be determined by the District Staff Development Officer and the College Staff Development Committees. The District also agrees to provide reasonable, additional funding to pay for the activities on those days. If the program for the required staff development days include"s workplace rules or conduct, the PFT will be consulted and will have the right to participate in the activity if it so chooses.

7. Intersession: The PFT agrees that all intersessions the District offers will be treated as out of calendar days, like summer school, and part-time faculty who work during those days will not be able to use that work/time to claim probationary status. The District agrees that all intersession assignments will be voluntary. This agreement will remain in effect until January 31, 2008, at which time it will expire unless the parties mutually agree otherwise, in writing. Between the ratification of the two year extension and the January 31,2008 deadline, the District and the PFT will meet and negotiate work load issues pertaining to intersession assignments. If at the end of the deadline agreement is not reached, this language will sunset. If the language sunsets, both sides reserve the right to a re-open on this issue at any time after the sunset.

District
James Smith

11-21-06

PFT
R. Green

11/21/06

SIDE LETTER
Two-Year Contract Extension – Recitals

PFT Proposal No.3
 "Overarching" Proposal
 November 20, 2006

Note: the words added in bold/underlined are for clarity, and do not change the intention previously expressed by PFT in the meeting held at the District on October 31, 2006.

INTRODUCTION

This Agreement is by and between the Peralta Community College District and the Peralta Federation of Teachers, AFT Local 1603, CFT/AFT, AFL-CIO in its representation of District bargaining unit members.

This Agreement shall become effective upon ratification by the Peralta Federation of Teachers and approval by the Peralta Community College District Board of Trustees. This Agreement shall be known as the "2007-2009 Article 22 Agreement."

RECITALS

1. Whereas the parties desire to extend the 2004-2007 Agreement, except as modified by the terms of the extension agreement of the parties and as specified in this "2007-2009 Article 22. Agreement" herein; and,
2. Whereas the parties desire to amend Article 22 of the 2004-2007 Agreement and to include the instant 2007-2009 Article 22. Agreement in place of Article 22, of the 2004-2007 Agreement; and
3. Whereas this Agreement revises 22 , including but not limited to Articles 22.F .2.c. and 22.F.3.c. of the 2004-2007 Agreement insofar as the language as currently drafted does not entirely reflect the mutual understanding or intent of the parties;
4. Whereas PFT is willing to revise Article 22.F. bf the collective bargaining agreement consistent with the parties understandings and contingent on the District agreement to the appended revised Article 22. And, further that PFT is willing to make these revisions only as part of a package that includes additional benefits to the PFT bargaining unit including additional changes to Article 22 that were not previously negotiated between the parties in the 2003-2004 negotiations but which inure to the benefit of the employees affected hereby; and,
5. Whereas the parties agree that the revisions/modifications to Article 22 contained herein are minimal, narrowly drawn, consistent with the intent of the program, and incidental to an innocent purpose; and
6. Whereas the parties have considered the effects of these changes on the involved employees; and

PFT Proposal No.3
 "Overarching" Proposal
 November 20, 2006

7. Whereas the parties agree that the revisions/modifications to the language in Article 22 regarding benefits provided to bargaining unit employees, and future retirees' surviving spouses' and dependents is reasonable" inasmuch as it is fully offset by comparable new advantages to the affected future retirees as demonstrated by the revised Article 22, attached hereto as Exhibit 1 which generally returns to the pre-2004 language contained within the 2000-2003 Agreement **except [in some cases] as to faculty hired on or after July 1, 2004;** and,

8. Whereas the parties agree that the modifications herein are intended to protect the integrity of the district retiree health benefits plan; and

9. Whereas the parties desire to resolve any differences regarding the interpretation or application of the previous language by this Agreement without the cost and expense of further dispute and/or litigation or arbitration.

SPECIFIC TERMS OF THIS AGREEMENT

Now, therefore, the PFT and the District agree as follows:

1. The District shall agree to an extension of the 2004-2007 agreement up to and including June 30, 2009. The terms of this extension agreement shall be (1) the 2004-2007 Agreement; and, (2) as modified by the instant agreement and its attached revised Article 22, and, (3) as set forth in a separate extension agreement. The instant Agreements and the separate "Extension Agreement" shall not be valid and operational unless all three agreements are ratified and approved by the District Board of Trustees, and approved by the PFT, no later than November 28, 2006, **or as of such other date as the parties otherwise agree, in writing by an amendment to this Agreement.** PFT shall act to approve these agreements in accordance with its applicable procedures and practices, as determined solely by the PFT.

2. Revised Article 22 hereto shall be and hereby is substituted for current Article 22. in the collective bargaining Agreement, **effective upon ratification by the parties.** It shall also become part of the parties 2007-2009 Agreement, and therefore in the extended agreement adopted hereto.

3. This Agreement to revise and amend previously agreed upon contract language shall not be considered precedential for any purpose, and shall not be cited by the District in subsequent negotiations or in any proceeding as evidence in support, of or opposed to any other change in this, or any subsequent, collective bargaining agreement.

PFT Proposal No.3
 "Overarching" Proposal
 November 20, 2006

4. Hold harmless clause:

a. This clause shall take effect only if the interpretation **or application** of the language contained in Articles 22.F.2.c. and 22.F.3.c. of the 2004-2007 Agreement is challenged in an appropriate forum, and the PFT is named as a party in such action.

b. The parties acknowledge that the District and the PFT may not currently agree on the legal interpretation or effect of the current language contained in 22.F.2.c. and 22.F.3.c. of the 2004-2007 Agreement between the parties. However, the parties expressly acknowledge that the current language in the 2004-2007 Agreement does not entirely reflect the intent of the parties in the 2003-2004 negotiations.

c. In exchange for the revisions/modifications to the language contained in Articles 22.F.2.c. and 22.F.3.c. of the 2004-2007 Agreement, the District has agreed to other modifications in the language set forth in Article 22. of the 2004-2007 agreement, which the District and PFT consider to be improvements in the contract as a whole and in Article 22 in' particular.

d. The parties further agree that nothing in this Agreement, or in the agreement memorializing changes in Article 22.F. shall be construed as acceptance by the PFT of the District's position on the interpretation of language contained in 22.F.2.c. and 22.F.3.c. of the 2004-2007 Agreement.

e. Notwithstanding these possible differences of opinion, the parties agree that this agreement is a valid and binding collectively bargained agreement.

f. Accordingly, should the language contained in 22.F.2.c. and 22.F.3.c. of the 2004-2007 Agreement be challenged in an appropriate forum, and if the PFT is named as a party in such action, the District hereby agrees to hold harmless and indemnify the PFT for any adverse final judgment. The cost of defense and attorneys fees incurred by the PFT in said matter shall be paid by the PFT.

By the District:	By the Union:
Dated: 11-21-06	Dated: 11-21-06
By: <i>Thomas Smith</i>	By: <i>R. Greenspan</i>

SIDE LETTER

**AGREEMENT REGARDING
THE REVISED PROCEDURES FOR BOARD POLICY 3.31
ON PART-TIME FACULTY EVALUATIONS,
AND THE RESPECTIVE FORMS FOR EVALUATING
PART-TIME CLASSROOM FACULTY,
PURSUANT TO ARTICLE 30H OF THE
PFT-PCCD COLLECTIVE BARGAINING AGREEMENT**

The following Side Agreement is reached this date between the Peralta Community College District (PCCD) and the Peralta Federation of Teachers (PFT) regarding the revised Procedures for Board Policy 3.31 on Part-time Faculty Evaluations (final revision dated 11-6-06), and the respective forms for evaluating part-time classroom faculty, pursuant to Article 30H of the PFT-PCCD Collective Bargaining Agreement, effective March 22, 2006.

The timeline of the evaluation process for part-time classroom faculty using the revised Procedures for Board Policy 3.31 and the respective new part-time faculty classroom evaluation forms, will officially begin in Spring 2007 when 1/6th of all part-time classroom faculty shall be evaluated by May 25, 2007, pursuant to Article 30H and the revised procedures which are the subject of this Side Agreement. Thereafter, beginning Fall 2007, an additional 1/6th of all part-time faculty, classroom and non-classroom, shall be evaluated each semester pursuant to Article 30H and the revised Procedures which are the subject of this Side Agreement.

Said revised Procedures for Board Policy 3.31 are hereby incorporated into and made part of the PFT-PCCD Collective Bargaining Agreement (CBA), effective July 1, 2004 through June 30, 2007, including the two-year CBA extension through June 30, 2009.

SO AGREED. Jan 9, 2007 SO AGREED. Jan 7, 2007

Debra Weintraub
Debra Weintraub, President,
Peralta Federation of Teachers (PFT)

M. Haig
Margaret Haig, Vice Chancellor,
Educational Services, for PCCD

SIDE LETTER

**AGREEMENT REGARDING REMAINING ISSUES AROUND
PART-TIME FACULTY EVALUATIONS, INCLUDING
REVISING BOARD POLICY 3.31, AND THE FORMS
FOR EVALUATING NON-CLASSROOM PART-TIME FACULTY,
PURSUANT TO REVISED PROCEDURES FOR BOARD POLICY 3.31
AND ARTICLE 30H OF THE
PFT-PCCD COLLECTIVE BARGAINING AGREEMENT**

The following Side Agreement is reached this date between the Peralta Community College District (PCCD) and the Peralta Federation of Teachers (PFT) regarding necessary revisions to Board Policy 3.31, pursuant to Article 30H of the PFT-PCCD Collective Bargaining Agreement, and the timeline and revised forms for evaluating non-classroom part-time faculty per the Procedures for Board Policy 3.31 (revised 11-6-06).

The revision of Board Policy 3.31 and all respective non-classroom part-time faculty evaluation forms shall be completed by the end of the Spring 2007 semester. Thus, the evaluation process for part-time non-classroom faculty will officially begin Fall 2007 along with the evaluation of 1/6th of all part-time faculty who shall be evaluated by the end of each semester, pursuant to Article 30H and the Procedures for Board Policy 3.31 (revised 11-6-06).

SO AGREED. Jan 9, 2007.

SO AGREED. Jan 7, 2007.

De Weintraub
Debra Weintraub, President,
Peralta Federation of Teachers (PFT)

M. Haig
Margaret Haig, Vice Chancellor,
Educational Services, for PCCD

**November 2006 Agreement of PFT and District regarding:
ARTICLE 22 - HEALTH AND WELFARE BENEFITS**

ARTICLE 22: HEALTH AND WELFARE BENEFITS

The District will continue to fund the present Health and Welfare Program and any increase in premium rates at the current benefit level for the duration of this Agreement.

A. General Conditions

Both parties acknowledge:

1. No reduction in any benefit that was provided in the 2000-2003 Agreement and in the Agreement immediately preceding this Agreement shall occur due to failure to include said benefit in this Agreement, unless such reduction is specifically indicated in this Agreement.
2. Benefits shall be equal to or greater than existing benefits as summarized in the plans described in Section B (including dependents' coverage where applicable).
3. The health and welfare plans shall be contractually arranged by the District. Said contracts are hereby made a part of this Agreement, and shall be consistent with the terms of this Agreement. Said contracts and related documents (loss ratios, premium rates, et al) are to be made available to the PFT representative(s) during normal District business hours. There are no changes to the plans that provide Life Insurance and Accidental Death and Dismemberment (AD&D) benefits, the Delta Dental Plan, the Flexible Benefits Plan, and the Commuter Expense Plan.
4. The description of the employee's medical benefits plan included in this Agreement shall replace the current PPO and modify the current Kaiser plan for the period 7/1/07-6/30/09. The current medical benefit plans shall remain in effect until new plans are negotiated, fully operational, and implemented. All health and welfare plans shall be contractually arranged by the District and said contracts are hereby made a part of this agreement as per Article 22.A.3. in the 7/1/00-6/30/03 PFT-PCCD Contract.
5. The PFT and the District agree to meet and discuss the resolution of any unforeseen service delivery problems that may arise concerning the administration of health and welfare benefits.
6. This agreement does not supersede any rights vested under California law.

B. Specific Definitions

The medical, dental, life, long-term disability, and employee assistance benefits in effect when the parties extension agreement is executed in fall 2006 shall remain in effect for the term of this

Agreement.

1. Medical Expense Insurance

All faculty have the right to select one of the following plans at the time of initial employment or during the open enrollment period:

- a. Blue Cross
- b. Kaiser Foundation Health Plan

The key components of the Blue Cross and Kaiser plan appear in Appendix A1.1 Health Benefits.

2. Delta Dental Insurance or Pacific Union Dental..

3. Life Insurance: Hartford Life Insurance, District paid.

4. Long-Term Disability Insurance: Hartford Long- Term Disability Life-Insurance District paid.

The description of Long-Term Disability plan included in this Agreement shall replace the current Long-Term Disability plan for the period 7/1/04-6/30/09. All Long-Term Disability plans shall be contractually arranged by the District and said contracts are hereby made a part of this agreement, and shall be consistent with the terms of this Agreement. This change affects any active employee who experiences a disability that begins on or after July 1, 2004.

Instead of a benefit level of 75% of the pre-disability earnings, which is taxable like any other income, the benefit level decreases to 60% of pre-disability earnings which is not taxed. This means the actual monthly cost for each employee will be added to his/her gross income, but then in the same paycheck that amount will be deducted for Long-Term Disability (making it cost neutral for the employee).

5. Vision Coverage: At no cost to the District, a vision benefit will be provided under the new PPO plan.

Under the plan, the plan participant can go to a licensed practitioner for a vision examination. If this practitioner prescribes corrective lenses, then there is a vision hardware benefit available. It is offered on an in and out-of-network basis.

In network: Up to \$150 per year, per plan participant, to cover the costs of lenses, frames, contacts and disposable contacts. (Contracted vision providers.)

Out of network: Payable at a rate of 50% up to \$100 per year, per plan participant, to cover the costs of lenses, frames, contacts and disposable contacts (retail providers).

The vision benefit is offered only to those regular employees and their eligible dependents who enroll in the new PPO plan. The plan participant will pay any additional costs, if any.

6. Employee Assistance Program

C. Regular, Probationary, and Long-Term Substitutes

1. All regular, probationary, and long-term substitute faculty shall receive at District expense the following health and welfare benefits, subject to the terms and conditions of the policies:

- a. Medical Insurance
- b. Dental Insurance

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- c. Life Insurance
- d. Long-term Disability Insurance
- e. Employee Assistance Program

In addition, such employees may at their own expense purchase additional life and/or disability insurance.

2. The District shall provide all necessary enrollment forms and information to new employees in a timely fashion. Failure of the District to do so shall result in the District holding the employee harmless for any covered claims incurred in this period.

3. Coverage begins on the first day of assignment.

4. It shall be the faculty members responsibility to return all enrollment forms for health and welfare benefits to the District by the agreed upon deadline. Failure to do so shall hold the District harmless for any claim made in this period. In any case, all enrollment forms must be received by the District within thirty (30) days of the date of hire. Failure to comply may result in a delay of coverage.

5. If both husband and wife are employed by the District, they shall each be eligible severally for all health and welfare benefits. The only exception is that the dependent children shall not be covered by both.

6. Dependent's coverage is to be paid in full by the District. All dependents must be added at the time of the employee's enrollment, or within thirty (30) days of a new birth or marriage or addition of a new dependent, or during the open enrollment period. The following plans include dependent coverage:

- a. Medical Insurance.
- b. Dental Insurance.
- c. Life Insurance.

7. The District shall provide new employees with an orientation which will include brochures describing each benefit program and provider, a summary sheet explaining the differences among policies, information about other insurance that is available to purchase and a sign-off sheet that indicates the new person has been given choices he or she has regarding benefits.

D. COBRA Rights

1. If group health coverage ends due to termination (for other than gross misconduct) of a covered employee's employment or loss of coverage due to a reduction in hours, including loss of coverage due to an employer filing for Chapter 11 reorganization, continued coverage for the employee will end on the last day of the eighteen (18) month period following the date that the group coverage ended.

2. If a dependent or spouse loses insured status due to the reasons set forth in D.1. above, employee's divorce or legal separation, employee's entitlement to Medicare, or because a dependent child no longer meets the definition of dependent, coverage for the dependent or spouse will end on the last date of the thirty-six (36) month period following the date coverage ended.

3. COBRA benefits are paid for by the employee, spouse or dependent.

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4. The Office of Risk Management at the District Office can provide additional details and the cost of continuing coverage under the provisions of COBRA.

E. Survivor Rights

1. Upon the death of the employee, the surviving spouse and all dependent children and posthumous children (until all such children would no longer be eligible to receive paid medical benefits had the employee survived) shall receive paid medical benefits consistent with the coverage provided to active employees at the time of the employee's death. Said spouse shall then have the option of buying into the District medical benefits program by the timely payment of premiums as stipulated by the District for the lifetime of the spouse or as long as s/he is eligible under the guidelines identified above.

a. Only the surviving spouse and dependent children (including posthumous children) covered by the employee's medical plan at the time of the death of the employee are eligible for this coverage.

b. In the event of the death of the employee and/or his/her spouse, the dependent children and posthumous children of the employee shall receive paid medical benefits until all such children would no longer be eligible to receive paid medical benefits had the employee survived.

c. If there are no dependent children, the surviving spouse shall have the option of buying into the District medical benefits program by the timely payment of premiums as stipulated by the District for the lifetime of the spouse or until s/he is no longer eligible under the guidelines identified above.

d. Eligibility for medical benefits will terminate for the surviving spouse and dependent children upon the re-marriage of the surviving spouse.

e. Eligibility for medical coverage will apply only if the surviving spouse and dependent children have no other group medical coverage or if the surviving spouse must pay for other group health coverage. Annual documentation will be required.

f. Coverage under the District's medical plan will be secondary to any other medical coverage.

g. Eligibility for this benefit replaces COBRA. The surviving spouse and dependent children will not be eligible for COBRA.

F. Retirees Health and Welfare Benefits

1. Definitions

- a. As used herein, the phrase "at District expense" means the District will continue to pay the entire premium for the retiree and, where covered, retiree's eligible spouse/dependents, under the conditions specified herein.
- b. As used herein, the phrase "consistent with the coverage offered to active employees at the time of retirement" means, for example, "no reduced benefits, increased co-pays, or increased deductibles." The District shall continue to cover retirees medically necessary or appropriate services, subsequently included within District plans for active employees.

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- c. The definitions and conditions, which apply to medical and life insurance only, as stated in Article 22.B shall apply to retiree health and welfare benefits.

2. Newly Hired Faculty Members Hired on or after July 1, 2004

- a. Eligible faculty members retiring from regular contract service at the age of 55 or older with at least ten years of creditable service (as defined by STRS or PERS) receive these retiree benefits.

The term "newly hired unit faculty members" is defined as faculty who are hired as probationary or permanent on or after July 1, 2004.

Contract (probationary) or regular [tenured or permanent] faculty with prior service as Peralta temporary faculty (i.e. part-time temporary, sabbatical replacement, categorically funded etc.) will receive prorated credit in the proportion that each year of temporary faculty service bears to a year of full-time service based on the full-time base contract load (CBA Article 18.A).

- b. Qualifying employees hired on or after July 1, 2004 who retire before attaining the age of Medicare eligibility (currently, age 65 with minor exceptions) will be able to continue coverage, including spousal and eligible dependent coverage, that is consistent with the coverage offered to active employees at the time of retirement, at District expense, until s/he reaches the age of Medicare eligibility (currently, age 65). When they become eligible for Medicare, these employees shall enroll in Medicare Parts A and B. Upon reaching Medicare eligibility age, the District's obligation to pay benefits shall cease, and no other District paid benefit shall be available.
- c. Any spouse or dependent of a retired faculty member who was hired on or after July 1, 2004, shall be covered during the retiree's lifetime consistent with the coverage offered to active employees at the time of retirement, until the spouse or dependent reaches the age of Medicare eligibility (currently, age 65), or until s/he is no longer a spouse or dependent as defined in Article 22.E.1.a., b., and d. above.
- d. Survivor rights: In the event of the death of the retiree prior to the spouse or dependent reaching the age of Medicare eligibility (currently, age 65), the spouse or dependent may buy the plan consistent with the coverage offered to active employees at the time of retirement, under the terms described herein, until s/he reaches the age of Medicare eligibility (currently, age 65).
- e. Employees hired on or after July 1, 2004 who work full-time beyond the attainment of Medicare eligibility (currently, age 65) will remain on the District's medical plans, like any other active employee. Upon retirement, they may elect COBRA (self-pay) on the plan in which they

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were enrolled.

3. Faculty Members Hired Before July 1, 2004

- a. Consistent with the status quo, faculty members retiring from regular contract service at the age of 55 or older with at least five years of creditable service (STRS or PERS) shall receive these retiree benefits.
- b. All regular and contract faculty retiring from the District during the term of this Agreement shall be offered lifetime medical coverage at District expense that is consistent with the coverage offered to active employees at the time of retirement. This includes spouse and eligible dependents.
- c. Employees hired before July 1, 2004 shall either become eligible for Medicare by paying District-reimbursed Medicare tax, or become eligible for STRS or PERS reimbursement of Medicare Part A at no cost to the employee.

When such employees reach the age of Medicare eligibility (currently page 65) they shall enroll in Medicare Parts A and B, provided the District pays 100% of the current and future costs of Medicare premiums. The District shall pay or reimburse the retiree for the current and future costs of the Medicare premiums. The District shall pay the Medicare taxes of such employees.

After enrolling in Medicare, no individual shall receive less coverage (for example reduced benefits, increased co-pays, increased deductibles) as a result of enrolling in Medicare.

- d. Any spouse or dependent of a vested, retired faculty member who was hired prior to July 1, 2004, shall be covered during the retiree's lifetime at District expense under medical coverage that is consistent with the coverage offered to active employees at the time of retirement, or until s/he is no longer a spouse or dependent as defined in Article 22.E.1. a., b. and d. herein. The retiree and spouse/eligible dependent shall, upon reaching the age of Medicare eligibility (currently, age 65), each enroll in Medicare Parts A and B and the District shall immediately, and thereafter, pays 100% of the current and future costs of Medicare premiums. No individual shall receive less coverage (for example: reduced benefits, increased co-pays, increased deductibles) as a result of enrolling in Medicare.
- e. Employees hired prior to July 1, 2004 who work full-time beyond the attainment of Medicare eligibility (currently, age 65) will remain on

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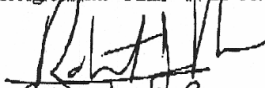
the District's medical plans, like any other active employee. However, in accordance with Article 22.F.3.c. and 22.F.3.d., above, when they retire, they must enroll in Medicare Parts A and B. The District shall immediately and thereafter pay 100% of the current and future costs of Medicare premiums for the employee. No individual shall receive less coverage (for example: reduced benefits, increased co-pays, increased deductibles) as a result of enrolling in Medicare.

The employee's spouse/dependents shall enroll in Medicare when eligible and no individual shall receive less coverage (explained above) as a result of enrolling in Medicare.

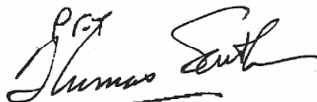
- f. Survivor Rights: Upon the death of the retiree, the surviving spouse and eligible dependent(s) shall have the option of buying into the District Medical benefits program consistent with the coverage offered to active employees at the time of the retiree's retirement by the timely payments of premiums as stipulated by the District for the lifetime of the spouse or until such time as s/he is no longer eligible as defined in language above.
- g. The above option (Article 22.F.2.f.) shall also be applicable to dependent children.
- h. All regular and contract faculty members from age 55 to 65 who retire from regular service shall be maintained (at the District's expense) through age 65 on the District group life insurance policy provided for employees through age 65. The retired employee shall have the option to convert to an individual permanent plan at his/her own expense.

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Agreed:


Robert J. Bezzina

Date: 11/21/06


Thomas Smith
PFT

Date: 11/21/06

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Peralta Community College District

**TENURE TRACK & TENURED
CONTRACT FACULTY
EVALUATION POLICIES
& PROCEDURES HANDBOOK**

Prepared by
Pat Jameson, Executive Assistant
Office of Vice Chancellor, Educational Services

Revised – June 2007

Berkeley City College

College of Alameda

Laney College

Merritt College

TENURE TRACK & TENURED CONTRACT FACULTY EVALUATION POLICIES & PROCEDURES

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CONTRACT FACULTY EVALUATION POLICIES & PROCEDURES

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***[Note re: TEMPORARY PART-TIME FACULTY EVALUATION POLICY
AND PROCEDURES (BOARD POLICY 3.31)] -- No Longer in this Handbook***

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TENURE TRACK & TENURED CONTRACT FACULTY EVALUATION POLICIES & PROCEDURES

INTRODUCTION

This Tenure Track & Tenured Contract Faculty Evaluation Policies and Procedures Handbook includes the policies and procedures for evaluation of all tenure track and tenured faculty in the Peralta Community College District.

The first part, and the bulk of this handbook, covers the evaluation of tenure track faculty under Board Policy 3.30 and procedures implementing Board Policy 3.30 (as revised and approved by the Board of Trustees June 13, 2000). The second part relates to the evaluation of tenured faculty under Board Policy 3.30B and procedures implementing Board Policy 3.30B (as revised and approved by the Board of Trustees June 27, 1995).

[The section on the evaluation of part-time faculty and long-term substitutes has been removed from this Handbook, and is now contained in a Part-time Faculty Evaluations Handbook. The part-time faculty evaluation procedures were revised pursuant to Article 30H of the PFT Contract (signed March 22, 2006), and now use a five-point rating system and new and different forms. Although Board Policy 3.31 is currently under review and revision, evaluation of all part-time faculty and long-term substitutes must follow the new procedures for Board Policy 3.31 (adopted November 6, 2006), as set forth in the Part-time Faculty Evaluations Handbook, effective July, 2007.]

Note: This Tenure Track & Tenured Contract Faculty Evaluation Handbook is also Appendix A20 to the PCCD-PFT Contract for July 1, 2007 – June 30, 2009.

A. TENURE TRACK (Board Policy 3.30)

The period during which prospective members of the permanent Peralta Community College District faculty are reviewed for tenure is best understood as a continuation of our District's search and selection processes. Indeed, the recommendation we make to the Board of Trustees to grant tenure is a more important recommendation than the initial decision to hire. When tenure is granted, the faculty member becomes a permanent part of our community. Thus, the review period for tenure becomes that crucial interval within which we create the future of our colleges, we limit or expand their vision of that future, and we enhance or diminish the quality of the educational opportunity that our enormously diverse students are provided when they enter our doors.

Peralta's approach to this period is based on the premise that the tenure recommendation is best formed by a partnership of faculty and administrative colleagues, and students through the student evaluation process, a partnership in which the perceptions of each inform the others.

The Tenure Review portion of this Handbook has been developed jointly by the Academic Senate, the Peralta Federation of Teachers, faculty and administration to provide the framework for tenure candidates to follow and within which the Tenure Review Committees (TRCs) can perform the crucial task of evaluating a candidate for permanent status on our faculty. As you work with these guidelines, please keep in mind the following:

1. The timelines are intended to be a guide to the tasks that need to be performed. They provide a recommended schedule for accomplishing those tasks. Committees may decide to complete the various steps of the process somewhat earlier than the timelines provide, and special circumstances may necessitate later schedule. The timelines established in the handbook are an effort to allow committee members to meet with a candidate, conduct evaluations, identify areas that may need improvement, schedule further meetings if necessary, meet to prepare their report, and present their report to the College Tenure Review Certification Committee, the Vice President and the College President in a timely manner. The President must then make his or her recommendation to the Vice Chancellor Educational Services, who makes his or her recommendation to the Chancellor, who makes his or her recommendation to the Board of Trustees, who makes the final decision regarding tenure, termination or continuation of service by March 15th in accordance with provisions of Ed. Code section 87610.
2. While these timelines are not meant to be understood or interpreted as rigid and absolute, they are essential to a fair, professional, and objectively administered process. The timelines are important to the overall process, but they are intended neither to be traps for candidates or committee members nor technicalities by which the entire process can be invalidated. Non-prejudicial procedural errors shall not serve to invalidate the recommendation of the Committee or the President or the action of the Vice Chancellor, the Chancellor or the Board of Trustees.

B. TENURED FACULTY (Board Policy 3.30B)

Evaluation of tenured faculty is consistent with the Community Colleges' mission of educational excellence as required by Section 87663 of the Ed. Code. The purpose of the evaluation of tenured faculty is to benefit the faculty member through peer review. The primary objective is to evaluate the faculty member's effectiveness in relationship to good teaching, currency in the field, department/discipline responsibilities, effectiveness of service to students, the departments/disciplines and the college. The evaluation is the joint responsibility of the Vice President/Dean or his/her designee and the department/discipline faculty. The most positive effects of the evaluation will be obtained at the department/discipline level and accrue to the individual. The evaluation should recognize the accomplishments of tenured faculty, and make recommendations for correcting deficiencies.

(Board Policy 3.30B regarding the evaluation of tenured faculty is currently under review and revision. In this handbook, we are giving you the policy and procedures which remain in place, pending revision.)

/See new PART-TIME FACULTY EVALUATIONS HANDBOOK for Evaluation Procedures covering Temporary Part-Time Instructors and Long-Term Substitutes. (Board Policy 3.31)]

Tenure Track Faculty Evaluation Policy

Board Policy 3.30

3.30 TENURE TRACK FACULTY EVALUATION POLICY

GOALS AND PHILOSOPHY

A. PURPOSE

Peralta Community College District's tenure review is a four-year process to assure excellence in all aspects of the academic enterprise. The evaluation criteria are derived from those academic qualities, skills and attitudes of professional behavior which constitute excellence. The tenure review system is founded upon the following principles:

- * recognition and acknowledgement of good performance;
- * enhancement of satisfactory performance;
- * continual development of faculty who are performing satisfactorily to further their own growth;
- * improvement of performance;
- * promotion of professionalism.

The faculty has the professional responsibility to play a central role in evaluating their peers. Only through the mutual effort of faculty and administration can the goal of promoting quality education be achieved. Adherence to this policy assures that only highly qualified professional staff will be recommended for tenure to the Board of Trustees of the Peralta Community College District.

[This policy can only be changed or modified after consultation between the Peralta Federation of Teachers and the District Academic Senate; such changes or modifications must also be negotiated between the PFT and the District.]

B. STATEMENT OF FACULTY EXCELLENCE

The basis for review of probationary faculty is composed of four categories collectively containing 30 criteria for assessing performance: knowledge base; application of knowledge base; motivation and interpersonal skills; and professional responsibilities.

The faculty and the administration of the Peralta Community College District affirm the following definition of teaching excellence.

1. Knowledge Base

Excellent faculty members of the Peralta Community College District, whether classroom teachers, librarians, counselors, college nurses or those serving in another capacity:

- a. Are knowledgeable about their work areas and disciplines.
- b. Are knowledgeable about how students learn.

- c. Are current in their field.
- d. Provide perspectives that include a respect for diverse views.
- e. Do their work in a well-prepared and well-organized manner.

2. Application of Knowledge Base

Excellent faculty members of Peralta Community College District, whether classroom teachers, librarians, counselors, college nurses or those serving in another capacity:

- a. Make the material intelligible, interesting, and relevant to the students.
- b. Continually assess the teaching-learning process and modify strategies as necessary to retain student interest, stimulate independent thinking, and encourage students to be analytical.
- c. Use clear, explicit criteria, relevant to the subject matter, to evaluate students' work fairly and equitably to ascertain effective learning of the material presented.

In addition, excellent librarian faculty members of the Peralta Community College District:

- d. Provide reference services and library instruction that are appropriate to the needs of students, faculty and staff; possess thorough, up-to-date, working knowledge of reference materials and resources, service practices, and instructional techniques.
- e. Seek evaluative feedback from students, faculty, and staff regarding the contribution of the library to their information needs and to students' classroom performance.
- f. Regularly evaluate the breadth, composition, and organization of the library collection, and the array of services offered to the campus community, to identify and implement improvements wherever possible.

3. Motivation and Interpersonal Skills

Excellent faculty members of Peralta Community College District, whether classroom teachers, librarians, counselors, college nurses or those serving in another capacity:

- a. Are enthusiastic about their work.
- b. Are committed to education as a profession.
- c. Set challenging performance goals for students.
- d. Project a positive attitude about students' ability to learn.
- e. Treat students with respect and recognize they operate in a broader perspective beyond the classroom.

- f. Respect diverse talents and accommodate cultural and individual differences.
- g. Are available to students.
- h. Listen attentively to what students say.
- i. Are responsive to student needs.
- j. Are fair in their evaluation of student progress.
- k. Present ideas clearly.
- l. Create a climate that is conducive to learning.

4. Professional Responsibilities

Excellent faculty members of Peralta Community College District, whether classroom teachers, librarians, counselors, college nurses or those serving in another capacity:

- a. Display behavior consistent with professional ethics; listed in the AAUP Code of Ethics.
- b. Work collaboratively with colleagues by participating in a variety of academic projects, for example, attend discipline meetings, and participate on departmental and District committees and projects.
- c. Keep abreast of changing knowledge base of their discipline/program and develop curriculum to keep programs current.
- d. Participate in non-classroom responsibilities, including attendance at discipline, department, division, college and District meetings, and governance committees and activities; understand that service on college and District committees, including those for hiring and evaluation, is an obligation of every faculty member.
- e. Maintain and expand their knowledge and skills in subject matter appropriate to their professional area.
- f. Adhere to approved course outlines, goals, and objectives.
- g. Be aware that the District expressly forbids sexual harassment of its students and employees by faculty, administrators, supervisors, staff, students or members of the general public. If an allegation of sexual harassment is substantiated, a violation of this rule may lead to personnel disciplinary actions including a letter of reprimand, suspension, or termination of employment in accordance with the California Ed. Code.

In addition to the common criteria stated above, responsibilities specific to the professional area of the faculty member are:

Instructors

At the first meeting of a course, instructors shall: distribute a syllabus to students describing course content, the times and places where office hours are held, the grading standards by which the work of students shall be evaluated, and other relevant information; it is especially important that students be made aware of exactly what is required of them in order to succeed in the course.

Counselors

Counselors shall: (1) clearly state the objectives of the counseling interview; (2) continually update referral resources for students; and (3) assume appropriate responsibility for the matriculation processes defined by the assignment.

Librarians

Librarians shall: (1) perform those duties and assume those responsibilities of the area to which they are assigned; and (2) be available for consultation with faculty, students, co-workers, managers, and others in need of their assistance.

College Nurses

College Nurses shall: (1) be knowledgeable of current methods of health care and disease prevention; (2) continually update community health resources for students; and (3) be knowledgeable and possess skill in assessing emergency situations, giving first aid, CPR, and other appropriate nursing care.

Statutory Basis

Education Code Sections 87660, 87661, 87662, 87663, 87664

Revised 8-31-93

Revisions approved by the Board of Trustees September 28, 1993.

Revisions approved by the Board of Trustees June 27, 1995

Revisions approved by the Board of Trustees June 13, 2000

Tenure Track Faculty Evaluation Procedures

Board Policy 3.30

TENURE TRACK FACULTY EVALUATION PROCEDURES IMPLEMENTING BOARD POLICY 3.30

I. PARTICIPANTS -- THEIR RESPONSIBILITIES AND RIGHTS

A. TENURE REVIEW COMMITTEE

1. A Tenure Review Committee (TRC) shall be established for each probationary tenure-track faculty member (hereafter referred to as the "candidate"). The TRC committee: shall be established at the same time as the formation of the hiring committee; notified in writing of their selection; and confirmed by the date of hire.
2. The TRC shall be composed of four members, for at least years one and two of the probationary period:
 - a. A tenured faculty member serving on the hiring committee from the discipline, selected by the chair of the hiring committee. If a designee from the discipline is not available, a tenured faculty member from a closely related discipline may be selected. Should a replacement for this TRC member be required later in the tenure process, the President of the College Academic Senate shall appoint the replacement, using the criteria above.
 - b. An additional tenured faculty member from the discipline selected by the President of the College Academic Senate in consultation with the department or discipline of the candidate; if a designee from the discipline is not available, a tenured faculty member from a closely related discipline may be selected. If a faculty member with necessary expertise is not available at the candidate's college site, a tenured faculty member from another Peralta college may be selected.
 - c. One tenured faculty member designated by the College Affirmative Action Committee or College President, to assure that no Tenure Review Committee shall consist of all men or all women, or be all of the same ethnicity. In cases where this is not possible, committee composition must be approved by the Vice Chancellor of Human Resources, the DAS President and the Vice Chancellor of Educational Services.
 - d. The fourth member of the TRC shall be the Dean or the immediate supervisor of the candidate. The Dean shall vote only in case of a tie vote of the TRC faculty members.
 - e. Only one member of any TRC may be a retired tenured faculty member.
 - f. Faculty are limited to chairing three TRCs and to serving on a maximum of four TRCs during an academic year.
3. The TRC shall have the initial responsibility for determining whether a candidate meets or exceeds the standard for a tenured Peralta faculty member. It serves as the guiding group in the evaluation process which culminates in the tenure decision. The TRC makes its recommendations to the President of the College.

4. All TRC members are expected to attend all TRC meetings and conferences, but the process will not be invalidated and is not grievable if all members are not able to attend all meetings.
5. Responsibilities of the TRC Faculty Members
 - a. To carry out the evaluation process according to the Code of Ethics [Sec. I.F.].
 - b. To complete administration of classroom observations.
 - c. To expedite the student evaluation process.
 - d. To provide consultation with the candidate to give objective observation and plans for improving practice.
 - e. To write objective observations and summary statements.
 - f. To complete the required tenure review work on time.
6. Responsibilities of the TRC Chair
 - a. To be knowledgeable about the tenure review process and responsibility.
 - b. To provide leadership to develop, and be responsible for the preparation of, the Evaluation Plan after consultation with the candidate and the other TRC members.
 - c. To organize and carry out the TRC meeting schedule.
 - d. To schedule classroom observations.
 - e. To assure confidentiality of the TRC's work.
 - f. To assure that all required documents are written on the approved District forms and are on file in the Vice President's office on time.
 - g. To see that the timelines are met to ensure that the recommendation is made to the College President by the required date.

B. DEAN / ADMINISTRATIVE SUPERVISOR--RESPONSIBILITIES

1. Establishment of the TRC, in accordance with the TRC composition guidelines (set forth in Sec. I.A.1-2 above), is the responsibility of the Dean (or the immediate administrative supervisor of the candidate). Faculty selected to serve on the TRC shall be notified in writing of their selection.
2. The Dean shall call the first meeting of the TRC, at which meeting a faculty member shall be elected chair. The TRC meetings shall be scheduled at mutually agreeable times.

3. During the first two semesters, the Dean shall be responsible for the arrangement of the candidate's class assignment, in consultation with the TRC Chair. *[See Appendix B.]*
4. To serve as a regular member of the TRC and to keep the TRC membership stable. Should faculty members be unable to continue to serve due to illness, leaves, etc., the Dean shall work with the Faculty Academic Senate President to reconstitute the TRC and keep the work on target.
5. To meet regularly with the College Tenure Facilitator regarding the status of the TRCs in their area and to ensure that the standards used in all evaluations and portfolio documents are in compliance with the Statement of Faculty Excellence *[Board Policy 3.30, Sec. B, above.]*. Any documents based on rumors or hearsay shall not be included in the portfolio and may not be used at all in the tenure review process.
6. To immediately inform the college Vice President of Instruction and the College Tenure Facilitator if they note any problems in compliance with timelines, guidelines or in any other tenure review areas, and work with the Vice President and College President to resolve such problems. If a complex problem cannot be solved at the college level, the Vice President of Instruction shall request a consultation meeting with the Faculty Academic Senate President, PFT President, and the Vice Chancellor of Educational Services.
7. At the beginning of the Spring semester, the Vice President of Instruction and the Faculty Academic Senate President serving as the Certification Committee, shall review the portfolios and certify whether the tenure review process has been followed for each candidate. If they cannot so certify or the portfolio for any candidate is not complete, they shall submit a written explanation to the College President. In the event that they are not satisfied that the tenure review process is being followed, they shall request corrective action on the part of the TRC.
8. In the rare case in which a TRC does not meet the requirement to complete the portfolio by January 31st, the Dean and Vice President of Instruction shall use the materials present in the portfolio, and, in consultation with the College Tenure Facilitator, may administer student evaluations and perform classroom observations to assure information needed, to make their tenure recommendation to the College President in a timely basis for recommendation to the Board of Trustees.

C. CANDIDATE FOR TENURE

1. Rights; The Candidate has the right to:
 - a. Be informed of the organization and procedures of the tenure review process, including all appeals processes and of the basis on which tenure decisions are made. S/he must be informed of what is expected of her/him during the probationary service period.
 - b. Be assigned a faculty mentor who shall serve as an independent advisor as needed during the tenure review process.

- c. Have any weaknesses perceived by the Tenure Review Committee specifically identified.
 - d. Have the TRC tenure decisions based only on factors related to performance of the candidate's job.
 - e. Expect members of the Tenure Review Committee to adhere to the Tenure Review Code of Ethics, and to expect that they will strive to maintain objectivity, and that any decisions regarding tenure do not contravene established principles of academic freedom as defined in the AAUP guidelines.
 - f. Have tenure decisions which are not based upon criteria which are arbitrary, capricious, or unreasonable.
 - g. Review and receive copies of all documents developed or received during the Tenure Review process. (The District may charge for actual cost of reproduction.)
 - h. Take any leave guaranteed to probationary employees under the Ed. Code, the PFT Contract, or other state and federal laws without adversely affecting their tenure process. The term of their evaluation for tenure shall be extended/adjusted accordingly.
 - i. Challenge the appointment of one faculty member of the TRC. The candidate shall give notice of the challenge to the College Academic Senate President and the College Tenure Facilitator within three weeks of the first meeting of the candidate with the TRC, or as soon as substantiated evidence of non-objectivity of a TRC faculty member is shown. The College Academic Senate President shall appoint the replacement faculty member. The candidate may exercise a challenge during any year of the four-year tenure evaluation process, but only once during the tenure process unless just cause for an additional challenge is shown. If just cause exists, additional challenge(s) may be heard by the District Academic Senate Ethics Committee along with the College Vice President of Instruction. The committee shall decide by majority vote if just cause exists for an additional challenge.
 - j. Consult as necessary with the College Tenure Facilitator about questions or problems which arise.
2. Responsibilities; The Candidate is required to:
- a. Attend all orientation sessions, as well as all meetings and conferences scheduled with the Tenure Review Committee.
 - b. Participate fully in the development of the Evaluation Plan.
 - c. Assemble materials for the portfolio including submitting materials used in classes, self-evaluations as called for in the Tenure Review Process, and other materials relevant to the tenure decision.
 - d. Join with the Tenure Review Committee in creating an improvement plan to address any identified weaknesses, and to participate in the activities agreed

upon in the plan. The candidate is required to cooperate with the TRC in the implementation of any improvement plan.

- e. Maintain a professional and collegial relationship with the members of the Tenure Review Committee.
- 3. A long term substitute who teaches a full academic year and is hired under contract the following academic year will be considered in their second probationary year (Ed Code 87478). In this or any case where a candidate has not been or will not be evaluated in each of four years of probationary status, additional evaluations should be done to make up for this lack of a full four year evaluation process.

D. COLLEGE TENURE FACILITATOR

- 1. A College Tenure Facilitator shall be jointly appointed by the PFT Representatives (with both PFT Representatives sharing one vote), the College Faculty Senate President, and the Vice President of Instruction, by majority vote. Qualifications for College Tenure Facilitator will preferably include experience in implementing and applying written regulations and procedures.
- 2. College Tenure Facilitator will serve for a period of one year and can be reappointed for three additional one-year terms. The College Tenure Facilitator cannot serve for more than four consecutive years.
- 3. Release time for College Tenure Facilitators shall be allocated jointly by the President of the District Academic Senate, the President of the Peralta Federation of Teachers (PFT), and the Vice Chancellor for Educational Services in proportion to the expected workload of each member. Consideration shall be given to the number of first, second and third-year TRCs that each Officer will be working with.
- 4. An aggregate 1.2 F.T.E. release time will be granted, District wide, for the four College Tenure Facilitators. Either side may reopen this section of the agreement if there is a significant change in the expected workload of this position.

Responsibilities of the College Tenure Facilitators

The College Tenure Facilitators shall be responsible for:

- 1. Training TRC members to ensure that they are knowledgeable about the tenure review process including techniques and appropriate criteria for evaluating faculty.
- 2. Monitoring the TRC's implementation of the tenure review process. Such monitoring shall include a meeting each term with each TRC, the candidate's peer advisor, and the college Vice President of Instruction in order to review the TRC's activities including whether recognized standards are being applied in the evaluation process, and whether the TRC is following the tenure review process, procedures and timetables.
- 3. Meeting at least once each term with the candidate to assure that any concerns about the TRC or the tenure review process are addressed.

4. Reviewing each tenure track portfolio every two weeks to check on compliance with Tenure Procedure guidelines, timelines, and the Evaluation (or Improvement) Plan.
5. Checking that the standards used in all portfolio documents are in compliance with the Statement of Faculty Excellence [*Board Policy 3.30, Sec. B, above*]. Any documents containing allegations based on rumors or hearsay will not be allowed in the portfolio and may not be used at all in the Tenure process.
6. Immediately informing the Dean and the college Vice President of Instruction if they note any problems with compliance with timelines, guidelines or other areas in any tenure review, and work with the Vice President to resolve such problems.
7. There shall be monthly meetings between the College Tenure Facilitators, the Vice Presidents, and the Vice Chancellor of Educational Services to review the portfolios and to identify problems and develop plans of action. The monthly meetings shall be scheduled at the beginning of the academic year. The President of the District Academic Senate (or designee) and the President of the Peralta Federation of Teachers (PFT) (or designee) may attend these meetings.

E. SUPPORT FOR THE TENURE REVIEW COMMITTEE

[See Appendix A.]

F. CODE OF ETHICS FOR MEMBERS OF THE TENURE REVIEW COMMITTEE

TRC Members shall:

1. Read all tenure review materials and follow all guidelines, timetables and procedures.
2. Be as objective as possible in the evaluations when personally observing classroom performance. Judgments shall not be based on rumor or hearsay.
3. Be constructive in their criticism, pointing out specific areas of weakness and recommending a plan for correcting those weaknesses within a reasonable time frame.
4. Take care to evaluate the candidate on professional conduct and ability to teach rather than personal characteristics unrelated to job performance, such as general lifestyle, religious beliefs, sexual preferences, political affiliations, and social customs.
5. Recognize that the candidate may have a different philosophy of education and teaching style than theirs. The main concern should be the effectiveness of the candidate in the classroom.
6. Disqualify themselves if they believe they are prejudiced toward a candidate.
7. Decline to serve on the TRC for a candidate if they know that relatives or close friends have successfully or unsuccessfully applied for the position held by the candidate.
8. Respect the confidentiality of the tenure process, with evaluations and the views of members regarded as private information.

G. REPLACEMENT OF TRC MEMBERS

1. If a faculty member of the TRC is challenged, becomes unable to perform his/her responsibilities due to illness or injury, becomes an administrator, takes a leave, resigns, retires (and becomes the second retired TRC faculty member), or must be replaced for any other reason, a replacement shall be designated by the College Academic Senate President.
2. At the end of the second year of probationary status, if the prior years' overall performance ratings of the candidate have been "Satisfactory" (CCF. II.A.11.a) or "Superior", the TRC may determine to proceed with two faculty members and the Dean in probationary years three and four. In choosing the two continuing faculty members on such committees, the affirmative action guideline in 1.A.2.c shall apply, and all three faculty members on the TRC must agree on the choice.

Regarding divisions of the TRCs with only two faculty members, if the faculty members on the TRC do not reach consensus, the Dean may vote in case of a tie vote.

3. A faculty member of a TRC may be removed if they are not performing their duties satisfactorily or timely. Such removal must be approved by a majority of the Faculty Senate President, the College President, and a designated PFT college representative. Such removal is not grievable. Any one involved (Tenure Track Candidate, TRC Chair, TRC member, Administrator on TRC, or Tenure Facilitator) can begin the process to remove a TRC member by informing the Tenure Facilitator in writing. The College Tenure Facilitator should be the one who calls together the meeting to decide removal. If a TRC member is removed, a replacement shall be designated by the President of the College Academic Senate.
4. If a candidate files a grievance or appeal and there is a finding that the TRC has exceeded its authority or acted with prejudice towards the candidate, the College President may remove committee members as part of a resolution of the grievance, provided such resolution is agreed to by the candidate and the PFT Grievance Officer.

H. ADMINISTRATIVE OVERSIGHT RESPONSIBILITY/IMPLEMENTATION

1. The Vice Presidents and the Vice Chancellor of Educational Services shall provide on-going oversight, orientation and consultation as needed to support consistency and improvements in the evaluation process across the colleges. This oversight responsibility shall include:
 - a. Providing in-service training for new Deans and TRC chairs to ensure that they are knowledgeable about the tenure review process, in cooperation with the College Tenure Facilitators.
 - b. Responsibility for monitoring the TRC's implementation of the tenure review process at all college sites.
 - c. Annual evaluation of process and recommendations for change, in consultation with the PFT, regarding ongoing improvement of practice.
 - d. Institutional support for the candidate. *[See Appendix C.]*
 - e. If allegations of a procedural violation are presented to the College President or designee or to the Vice Chancellor for Educational Services or designee, an investigation shall be conducted to determine the accuracy of the allegation. If the College President or the Vice Chancellor of Educational Services concludes that a violation of tenure track review procedures has occurred, the College President or the Vice Chancellor for Educational Services shall have the authority to require that one or several parts of the evaluation procedure be redone. In addition, the College President or Vice Chancellor for Educational Services may initiate the removal procedures as provided in Section G.3 of this Tenure Track Faculty Policy/Procedures.
2. The Vice Chancellor of Educational Services and the College Vice Presidents shall be responsible for ensuring that a tenure review orientation is provided each academic year, in cooperation with the College Tenure Facilitators. New Deans, new TRC chairs and members, and new candidates are required to attend said orientation. The tenure review orientation shall include the purpose of evaluation and tenure review activities, the procedures and forms employed, and the timelines

required. The orientation shall be one component of the staff development program for new faculty. *[See Appendix C.]*

I. FACULTY MENTORS

1. The College and/or department/discipline shall establish a pool of faculty volunteers who agree to serve as unpaid Faculty Mentors to assist new faculty members.
2. The candidate may choose to have a Faculty Mentor, but has the option to decline.
3. If desired, the Dean shall appoint the Faculty Mentor from said pool or from suggestions by others, including the probationary faculty member.
4. The Faculty Mentor is available to the candidate to provide assistance to the candidate in such areas as:
 - a. styles and strategies of teaching;
 - b. theories and styles of student learning;
 - c. multi-cultural issues related to student learning and teaching strategies;
 - d. district and college policies and procedures;
 - e. workshops, conferences, courses and classes;
 - f. introductions to colleagues;
 - g. development of the candidate's tenure portfolio;
 - h. help with student problems.
5. The Faculty Mentor may not serve on the candidate's TRC.

II. TENURE REVIEW PROCESS AND APPEALS

A. THE TENURE REVIEW EVALUATION PORTFOLIO

To support the stated goals of the evaluation system, each Tenure Review Committee, in conjunction with their candidate, will establish and develop an evaluation portfolio. This portfolio will serve as the evidentiary base for all evaluation and tenure decisions. All components of the evaluation process discussed below will be gathered and placed in the portfolio.

The portfolio shall be established at the first meeting of the TRC and the candidate.

The portfolio shall be held confidential in a locked cabinet in the college Vice President of Instruction's Office and shall be available for viewing to members of the TRC and other authorized personnel as needed.

The Vice President of Instruction shall establish reasonable procedures for monitoring and protecting the integrity of the portfolio. The portfolios are to remain in the office of the Vice President of Instruction, except for temporary removal for TRC conferences with the candidate, or for review by the College Tenure Facilitator, TRC chair, Vice President, College President or Vice Chancellor for Educational Services. A log shall be kept by the Vice President's staff in noting temporary removal of the portfolios by authorized persons.

The portfolio shall be available, with reasonable notice, for the candidate to review, as well as for review by the TRC members. (In the event of a grievance or appeal, the portfolio shall also be available for viewing by the candidate's authorized representative of the PFT. Copies of documents shall be provided at cost upon request at any time to the candidate or TRC members. Copies should be marked as such and should be kept confidential.)

All evaluations should be placed in the files immediately after they are done. TRC members, including Administrators and TRC Chairs, should not hold onto evaluations or TR documents, but make sure they are put in the files immediately.

The portfolio shall be reviewed by the TRC with the candidate in accordance with established timelines.

Required elements of the portfolio:

- 1) Evaluation Plan
- 2) Transcriptions and tabulations of Student Evaluation Forms
- 3) Classroom Observations by TRC Members
- 4) Peer Evaluation Forms
- 5) Administrative Evaluation Forms
- 6) Self Evaluation Forms
- 7) Non-Classroom Observation Forms (optional)
- 8) Tenure Review Conference Report Forms
- 9) Improvement Plan (if necessary)
- 10) Other documentary evidence
- 11) Recommendation Reports as described below.

1. Evaluation Plan (EP)

- a. The Evaluation Plan (EP)-- a written schedule of committee meetings, activities and visitations -- shall be jointly developed by the TRC and the candidate during the first three weeks of the candidate's first year.
- b. The EP shall be updated each year by mutual agreement between the TRC and the candidate.
- c. The EP shall incorporate a plan to measure the four evaluation criteria (*see pgs. 5-8*) which are the foundation of this evaluation process as they apply to the candidate's particular job responsibilities, and the EP shall contain timelines for the peer, student, administrative and self evaluations, as well as a timeline for review of the candidate's portfolio.
- d. The EP must be approved by the College Vice President of Instruction.

2. Student Evaluations

- a. The Tenure Review Committee shall designate members of the Committee to administer and collect student evaluations. Different members of the Committee may be designated for different classes, and different members of the Committee may be designated for the same class during different evaluation cycles (mid-term, end of term, etc.) if necessary. Student evaluations are not to be conducted by an administrator.

- b. The candidate for tenure should be given, if possible, at least one week's notice that a member of the TRC will attend a class session in order to administer and collect student evaluations.
- c. The TRC member administering the evaluations will come to the class at least ten minutes before it ends. The candidate will leave the room. The TRC member will explain that student evaluations are being collected for the purpose of improving instruction at the college. Students will be assured of the anonymity of their responses, including that original copies of any written comments will be transcribed and presented to the instructor only in compiled form and without identification of the student evaluator. The TRC member shall collect the student responses and dismiss the class.
- d. The Student Evaluation forms along with an appropriate cover sheet shall be delivered immediately following the evaluation to the office of the Vice Chancellor of Educational Services for processing. *[When the colleges obtain appropriate equipment, the processing of student evaluations may be shifted to the college Vice President of Instruction's office for expediency of return to the TRCs.]*
- e. Short answer ratings shall be scored and averaged. A summary sheet shall be prepared for each class in which student evaluations were administered. All written comments will be transcribed in a list and attached to this same form which shall be returned to the TRC Chair to be placed in the portfolio.
- f. Original student evaluations shall be returned to and retained by the Office of Instruction until tenure is attained or until one year after all appeals, grievances or challenges to the tenure decision are final, whichever is later.
- g. As soon as possible following the administration and processing of student evaluations, the TRC shall meet with the candidate to discuss the student evaluations, and to update the Evaluation Plan in light of the student responses, as well as any other evaluation data gathered by the Committee.
- h. The frequency of student evaluations shall be determined by the committee, but a minimum of three student evaluations during each of the first two semesters of the first full academic year, is required. For mid-year hires, these evaluations may begin the Spring semester preceding the first full academic year. If practical, each class taught by the candidate shall be given a student evaluation during the first two semesters.
- i. Student evaluations shall be administered in accordance with the timetable specified in the Tenure Review process.
- j. The form used for student evaluations shall be the approved District form.
- k. TRC members may perform a Classroom Observation and distribute student evaluations during the same class period if desired.

3. Classroom Observations by TRC Members

- a. Classroom observations by TRC members shall be conducted by members of the TRC in accordance with the timelines specified in the tenure review process. The frequency of classroom observations shall be determined by the TRC, as long as the timelines are generally followed. If practical, classroom observations

shall be done in each class taught by the candidate during the first two semesters. The faculty members of the TRC shall each conduct classroom observations, and the Dean shall conduct at least one classroom observation.

- b. Whenever possible, classroom observations shall be scheduled with at least one week advance notice to the candidate.
 - c. Whenever possible, the evaluator shall meet with the candidate in a pre-evaluation conference prior to the actual observation. The evaluator may obtain appropriate materials and/or information regarding course syllabi, outlines, objectives of the observed session and current examinations or quizzes. In the case of counselors, librarians, nursing staff, DSPS Coordinators, and Learning Disability Specialists, the evaluator may obtain materials used in the course of job performance.
 - d. The observer shall observe for a reasonable amount of time to obtain full understanding of job performance: (1) for classroom instructors -- at least one classroom or lab hour and preferably one full class period; (2) for counselors, librarians, and nurses -- a minimum of one hour.
 - e. A post-evaluation conference shall be scheduled between the evaluator and candidate in accordance with the timeline specified in the Tenure Review Policy. At that conference the observed performance shall be discussed in terms of the ratings given. If applicable, the candidate and the TRC may create a plan for improvement [*see Section II.A.9. for Improvement Plan*].
 - f. The form used for Classroom Observation shall be the approved District form.
4. Peer Evaluations/Faculty Input from the Discipline and Input from Outside the Discipline.
 - a. Peer Evaluations/input from the discipline will be invited on a voluntary basis from faculty teaching in the discipline at the college by the Dean and submitted to the TRC along with the Administrative Evaluation Form. The form used for input from faculty in the discipline shall be the approved District form.
 - b. The Faculty Mentor may use this form for input on the candidate which will become part of the candidate's portfolio.
 - c. If relevant, input from outside the discipline may be solicited by the candidate or members of the TRC. The form used shall be the approved District form.
 - d. All input from faculty must reflect the criteria set forth in the Statement of Faculty Excellence [*Board Policy 3.30, Sec.B*]. The Dean shall be responsible for assuring that nothing in the portfolio reflects allegations based on rumors or hearsay.
 5. Administrative Evaluations
 - a. In accordance with the timeline specified in the Tenure Review Policy, and as part of their duties as a member of the TRC, the Dean will complete the Administrative Evaluation form.

- b. The administrator shall also perform at least one classroom or other (e.g., counselor, librarian, nurse) observation as a member of the TRC.
- c. The College President may elect not to renew first and second year contracts for reasons other than non-performance; such as adjustment of a program due to lack of students, and fiscal and curricular needs.

6. Self-Evaluations

- a. Near the end of each term, the candidate shall provide the TRC with a written self-evaluation documenting her/his own perception of how s/he has satisfied the criteria for evaluation described in Section I.B. The form used for the candidate's self-evaluation shall be the approved District form.
- b. The candidate is encouraged to share materials and activities not part of the formal evaluation process, especially those undertaken during times when the faculty member is not being evaluated.

7. Non-Classroom Observation Form (Optional)

- a. This form may be used for input by persons having personally observed the candidate in non-classroom settings, i.e., persons with direct knowledge, not hearsay or rumor.
- b. The information submitted must be relevant to the Statement of Faculty Excellence [see *pgs. 5-8*].

8. Tenure Review Conferences/Reports

- a. The TRC and the candidate shall meet according to the schedule specified in the tenure review process timeline (*see Appendix D*) in order to discuss all aspects of the evaluation process. Additional conferences may be held.
- b. The Chair of the TRC shall schedule such meetings at mutually agreeable times.
- c. At these conferences, the TRC should:
 - 1) discuss student, peer and administrative evaluations
 - 2) develop any necessary improvement plan
 - 3) review progress on any previously developed improvement plan
 - 4) develop or update the Evaluation Plan if necessary.
- d. All members of the TRC should participate in all tenure review conferences and all members of the TRC must be present when recommendations are made (*see Section II.A.11*).
- e. The Chair of the TRC shall complete a Tenure Review Conference Report Form, and the members of the TRC and the candidate shall sign the Form to indicate that they have read it. Any member of the TRC or the candidate may append written comments to the Tenure Review Conference Report Form if they do not feel it reflects shared perceptions. The Tenure Review Conference Report Form, as well as any such written comments, shall be included in the faculty evaluation portfolio.

9. Improvement Plan

- a. If the TRC determines that a candidate is "below standards" or "unsatisfactory" in any portion of the EP, the TRC must develop a specific plan for improvement.
- b. The improvement plan (IP) shall be written and shall include specific recommendations and timetables for action. It shall also include a plan for the TRC to monitor the candidate's progress in implementing the improvement plan. The improvement plan shall conform to the Code of Ethics for members of the TRC (*Sec I. F.*) of this policy. The improvement plan must include student evaluations in each class taught by the candidate.
- c. The improvement plan must be approved by a majority of the TRC.
- d. The improvement plan must be presented to the candidate and Vice President at least six instructional weeks prior to any meeting at which the TRC makes a recommendation for termination. While the candidate may appeal the improvement plan (*Sec II.C.1*), this six week timeframe will remain in effect unless the candidate wins his/her appeal.
- e. After a minimum of six instructional weeks of working towards the goals of the improvement plan, the TRC may determine that the candidate's progress in implementing the specific improvement plan is unsatisfactory, and may recommend termination in accordance with Ed. Code section 87610 (March 15th notification deadline).

10. Other Documentation

- a. Other documents should be included in the portfolio including representative samples of the candidate's handouts, exams, assignments, syllabi, and reading materials.
- b. If the TRC and the candidate have mutually agreed to include additional items to document the objectives of the EP, such documents should be submitted to the TRC at least one week prior to a tenure review conference. [*See Section II.A.8.*]
- c. A joint discussion of such documentation shall be part of the tenure review conference. [*See Section II.A.8.*]

11. Tenure Recommendation/Report(s)

- a. The TRC shall prepare a report on the candidate's progress rating together with their recommendation (*see 11.b. below*) on the District approved Summary Report Form. Their recommendation shall also be submitted to the Vice President and the College President on the District approved Certification form. The categories of evaluation ratings are:
 - 1) **"Superior" Performance** – surpasses requirements; exceeds expectations.
 - 2) **"Satisfactory" Performance** – meets all standards of excellence as described in this policy.
 - 3) **"Below Standards" of Performance** - does not consistently meet requirements and standards of excellence; marginal.

- 4) **“Unsatisfactory” Performance** – does not meet requirements; ineffective.
- b. In accordance with the deadline specified in the Tenure Review Policy, or as appropriate, the TRC, by majority vote and by consensus if possible, must make one of the recommendations listed below (Ed. Code sections 87608, 87608.5, 87609). No abstentions shall be permitted.
 - 1) **Grant Tenure** - at the end of the four-year probationary period.
 - 2) **Continuation of Probationary Status** - at the end of year one of the probationary period for one additional year; at the end of year two of the probationary period for two additional years.
 - 3) **Termination of Service** – by March 15th of the first, second or fourth probationary year.
 - 4) After the recommendation is written, the TRC shall meet with the candidate to allow him/her the opportunity to respond to the report and to have the report added to the portfolio before the recommendation is forwarded to the College President.
 - 5) If the TRC is unable to agree upon a recommendation by January 31 of the first, second or fourth full contract year, the Vice President shall make a recommendation to the College President based on the material available in the portfolio at that time.

B. TENURE REVIEW OVERSIGHT/RECOMMENDATION CERTIFICATION

1. The TRC shall also submit a completed copy of the Tenure Review Summary Report Form to the Certification Committee composed of the Vice President of Instruction and the Academic Senate President to certify that the TRC has followed the required procedures and timetables, and applied the expected standards. In the event that the Certification Committee cannot so certify, the Vice President of Instruction must submit a separate report to the College President detailing their concerns.
2. The Certification form with the recommendations of the TRC shall be forwarded to the Certification Committee, the Vice President and the College President in accordance with the timeline specified in the Tenure Review Policy.
3. Should the College President not concur with the recommendation of the Tenure Review Committee he/she shall meet with the Vice President, Dean and the TRC chair to discuss his/her reasons. The Vice Chancellor of Educational Services shall then review all relevant documentation. A member of the TRC holding a majority view shall have an opportunity, equal to that of the College President, to defend the TRC's recommendation before the Vice Chancellor of Educational Services, who will make a recommendation to the Chancellor.
4. The College President shall forward his/her recommendation (to grant tenure, continue in probationary status, or terminate services), on the approved District Certification form, to the Vice Chancellor of Educational Services and the candidate in accordance with the timeline specified in the Tenure Review Policy. The Vice

Chancellor of Educational Services shall make a final recommendation report to the Chancellor on all tenure review decisions.

5. The Chancellor shall forward a final recommendation to grant tenure, continue in probationary status, or terminate services to the Board of Trustees prior to March 15th in accordance with provisions of Education Code Section 87608 & 87610.
6. The Board of Trustees shall make the final decision regarding tenure, termination or continuation of service by March 15th in accordance with provisions of Education Code Section 87610.

C. APPEALS

1. Appealing Part of the Portfolio.

- a. If a candidate for tenure believes that the content of a peer evaluation, administrative evaluation, evaluation plan, improvement plan, or other item in the portfolio has been unfair or in violation of the Tenure Review Committee Code of Ethics, s/he may file a written appeal, within thirty (30) working days after the candidate becomes aware of the conditions upon which the appeal is based, with the College Tenure Review Appeal Committee composed of the Vice President of Instruction, College Academic Senate President and PFT representative.
- b. The Vice President of Instruction shall notify the members of the Tenure Review Committee that the candidate has filed an appeal over an item in the portfolio. The College Tenure Review Appeal Committee shall attempt to resolve the appeal in an informal way at the college level.
- c. It shall be the responsibility of the Vice President of Instruction to communicate the findings of the College Tenure Review Appeal Committee to the candidate and to the members of the TRC within one week of reaching their decision. S/he will also assure that the College Tenure Review Appeal Committee's recommendations are implemented.
- d. If the appeal is not resolved informally at the college level within two weeks, the College Tenure Review Appeal Committee shall meet with the Vice Chancellor of Educational Services to review the appeal. They will be charged with investigating the allegations raised in the appeal and making a recommendation for action. The recommendation may include redoing one or several parts of the evaluation procedure or other appropriate remedial actions. They may also determine that the allegations of unfairness are groundless. The decision of this District appeal group shall be by majority vote. They will make their findings known as soon as is practicable, but no later than thirty (30) days after being formally charged with resolving the appeal.

2. Appealing Procedural Violations of the Tenure Review Process

The candidate should attempt to resolve an appeal of violations of the procedures in the tenure review process at the college level through the college Tenure Review Appeal Committee as set forth above (*see II.C.1.*). If the appeal is not resolved at the college level, the candidate may file a grievance within thirty (30) days after the candidate becomes aware of the condition upon which the grievance is based. To do so, the candidate shall use the formal grievance procedure as set forth in the current Peralta Federation of Teachers-Peralta Community College District contract.

[See Appendix G.] Non-prejudicial procedural errors shall not serve to invalidate the recommendation of the TRC.

3. **Appealing Denial of Tenure When The Candidate Alleges That The Decision was Unreasonable or Violated, Misinterpreted, or Misapplied District Policies**

If a candidate alleges that a decision to not grant tenure or not continue in probationary status was unreasonable, or violated, misinterpreted, or misapplied any District policies or procedures, the candidate may appeal the negative tenure decision by filing a grievance using the formal grievance procedure defined in the current Peralta Federation of Teachers-Peralta Community College District contract. *[See Appendix G.]*

4. **Reconsideration Procedure**

- a. In the event that a decision not to grant tenure, or not to be given an additional probationary contract, results in a grievance which is resolved with a recommendation order that said decision requires reconsideration, the Vice Chancellor of Educational Services will form a Tenure Reconsideration Committee of the Vice President, College President and three faculty members, a majority of whom shall be from the discipline and, if possible, from the college. The candidate shall select a member of the committee, the President of the local Academic Senate shall select a member of the committee, and the administrator at the college in charge of the discipline shall select a member of the committee. The candidate may challenge one member of the committee. (That member will be replaced by a new member nominated by the person who made the original nomination.) None of the members of the original Tenure Review Committee may serve on the Tenure Reconsideration Committee. The Tenure Reconsideration Committee must be approved by the Vice Chancellor of Human Resources.
- b. The Tenure Reconsideration Committee shall review the specific policy provisions or procedures found to have been violated to determine the degree to which such violation was prejudicial in the tenure decision. The Tenure Reconsideration Committee may meet with the candidate to discuss the contents of the portfolio, or interview members of the original Tenure Review Committee, if they deem it useful. The Tenure Reconsideration Committee members may conduct classroom visitations, collect additional student evaluations, and request completion of a self-evaluation form by the candidate if they determine that additional documentation is required.
- c. The Tenure Reconsideration Committee shall determine whether or not to recommend the granting of tenure or continued probation, or to reaffirm the decision not to grant tenure or continue probation, within ninety (90) days of the formation of the Tenure Reconsideration Committee.

D. RIGHTS OF PFT

The PFT may designate representatives to attend and observe any meetings conducted as part of the Tenure Review process even over objection of candidate.

E. TIMELINES FOR TENURE REVIEW

The timelines in the Appendix are intended to be a guide to the tasks that need to be performed. They provide a recommended schedule for accomplishing those tasks. Tenure Review Committees may decide to complete the various steps of the process somewhat earlier than the timelines provide, and special circumstances may necessitate a later schedule. To provide needed flexibility, the written timelines shall be adhered to within a period of five working days before and five working days after the dates stated in the timeline, absent unavoidable circumstances preventing this adherence.

The timelines below have been established to allow TRC members to evaluate the candidate, identify areas that may need improvement, schedule further evaluations if necessary, meet to prepare their report, and present their report to the College President in time for the President to make his/her recommendation to the Chancellor and to the Board of Trustees.

In the case of a mid-year hire, the TRC is encouraged to begin the evaluation process the candidate's first semester, and all evaluations done that semester will count towards work done the first probationary year. However, the four-year tenure review process is based on academic years and does not formally begin until July 1st following the mid-year candidate's date of hire.

The timeline is important to the overall process, but it is not intended to be a technicality by which the entire process can be invalidated. Non-prejudicial procedural errors shall not serve to invalidate the recommendation of the TRC.

If for any reason the TRC fails to perform its duties and complete the required evaluations, the Vice President of Instruction shall be responsible for forwarding a recommendation to the College President based on all documents in the portfolio at the time. *[See II.A.11.b.(5).]*

The appeals process (*Sec. II.C.*) includes provisions which are designed to promptly address inappropriate deviations from the established timeline, to address issues of bias, and to correct any such problems as soon as possible. Every effort should be made to resolve issues within the TRC, at the College level, prior to invoking the appeals procedures.

[See Appendix D for Timeline Guidelines and Sample Semester Timelines.]

Approved by Board of Trustees November 26, 1991

Revised 8-31-93

Revisions approved by the Board of Trustees September 28, 1993

Revisions approved by Board of Trustees June 13, 2000

Minor Revisions 8-2-05

APPENDICES

APPENDIX “A”

SUPPORT FOR THE TENURE REVIEW COMMITTEE

1. TRC Stipends/Compensation.

TRC Chairs shall receive a stipend of \$600 per full academic year, and other faculty TRC members shall receive a stipend of \$500 per full academic year. All TRC stipends are paid at the end of the academic year, after the College Tenure Facilitator has reviewed the portfolio and verified that all work has been completed. Stipends for those serving less than a full academic year will be prorated for the months actually served.

The Tenure Facilitator will validate the work of each TRC member to the Office of Vice Chancellor, Educational Services, which is responsible for seeing that the TRC stipends are paid.

2. If a faculty member is chosen from another Peralta College, the faculty member may be compensated for mileage as per the PFT contract.

APPENDIX “B”

CLASS ASSIGNMENTS

During the first two semesters, the candidate's teaching schedule and class assignments shall be arranged by the Dean in consultation with the TRC Chair. It is the intent of this policy that the teaching assignments during the first two semesters allow the candidate sufficient preparation time for a fair and reasonable evaluation. The candidate may not grieve this teaching schedule.

APPENDIX “C”

INSTITUTIONAL SUPPORT FOR CANDIDATE

Institutional support is defined as support from the College or District, or both, and shall include, but not be limited to, appropriate and adequate tenure review orientation.

APPENDIX “D”

GUIDELINES FOR TENURE REVIEW TIMELINES

See attached--

- *Chart of Overview of Four-year Tenure Review Process of Evaluation*
- *Four Full Sample Semester Timelines –*
 - *2007-08 (Fall and Spring)*
 - *2008-09 (Fall and Spring [Draft])*

Four Year Overview of Peralta's TENURE REVIEW PROCESS

DISTRICT APPROVED FORMS	YEAR 1 Dates/Activities for Year	YEAR 2 Dates/Activities for Year	YEAR 3 Dates/Activities for Year	YEAR 4 Dates/Activities for Year
1. EVALUATION PLAN <i>[White-sample]</i>	1. TRC meets/develops Eval. Plan w/candidate by end of 3rd week 2. Eval. Plan to be given to Candidate, Tenure Facilitator & Vice President	1. TRC meets/develops Eval. Plan w/candidate by end of 3rd week 2. Eval. Plan to be given to Candidate, Tenure Facilitator & Vice President	Same as year 2	Same as years 2 & 3 <i>[to be completed in Fall term]</i>
2. STUDENT EVALUATION OF INSTRUCTOR <i>[Scantron form-Orange, pink or white, as applicable]</i>	1. Each class taught or min. of 3 sets each of 1 st two semesters in 1 st acad. yr. 2. No. to be determined for counselors, librarians, DSPS cnslrs/coords, nurses, etc. (Approx. 4 sets of 10 evals.)	1. 3 classes per acad. yr. for teaching faculty 2. No. to be determined for counselors, librarians, DSPS cnslrs/coords, nurses, etc. (Approx. 3 sets of 10 evals.)	Same as year 2	Same as years 2 & 3 <i>[to be completed in Fall term]</i>
3. CLASSROOM [or Faculty] OBSERVATION FORM for TRC Members <i>[Blue (or White)]</i>	1. Each class taught for teaching faculty or min. of 3 each of 1 st two semesters in 1 st academic year. 2. No. to be determined for counselors, librarians, DSPS cnslrs/coords, nurses, etc. (Approx. 4 evals.)	1. 3 classes per acad. yr. for teaching faculty 2. No. to be determined for counselors, librarians, DSPS cnslrs/coords, nurses, etc. (Approx. 3 evals.)	Same as year 2	Min. of one in Fall semester for admin. on TRC, and min. of one for faculty on TRC <i>[to be completed in Fall term].</i>
4. PEER EVALUATION REPORT <i>(for other non-TRC faculty in discipline)</i> <i>[Buff]</i>	Optional	Optional	Optional	Optional
5. ADMINISTRATIVE EVALUATION RPT. <i>(Immediate supervisor of candidate)</i> <i>[White]</i>	Prior to end of Fall term	Prior to end of Fall term	Same as year 2	Same as years 2 & 3
6. CANDIDATE SELF- EVALUATION RPT. <i>[White]</i>	Each term	Each term	Each term	Fall only
7. NON-CLASSROOM OBSERVATION/ INFORMATION REPORT FORM <i>[White]</i>	Optional	Optional	Optional	Optional
8. CONFERENCE REPORT FORM <i>[Green]</i>	All TRC meetings with Candidate <i>[Mtg's to be held ASAP after evaluations done]</i>	All TRC meetings with Candidate <i>[Mtg's to be held ASAP after evaluations done]</i>	All TRC meetings with Candidate <i>[Mtg's to be held ASAP after evals. done]</i>	All TRC meetings with Candidate <i>[Mtg's to be held ASAP after evals. done]</i>
9. SUMMARY REPORT <i>[Goldenrod]</i>	Prior to end of Fall term	Prior to end of Fall term	Same as year 2	Same as years 2 & 3
10. CERTIFICATION FORM <i>[Yellow]</i>	Complete same time as Summary Report	Complete same time as Summary Report	Complete same time as Summary Report	Complete same time as Summary Report

[Note: Numbers of evaluations are minimums; OK to do more, and may be necessary to do more under certain circumstances.] rev.8-10-06

Four Full Sample Semester Timelines Follow –

Fall 2007 - (2 pgs) and Spring 2008 – (2 pgs);

And

Fall 2008 - (2 pgs) and Spring 2009 – (2 pgs) [DRAFT]

TIMELINE FOR TENURE REVIEW

2007-08 Academic Year

Fall 2007 Semester

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUNDAY
20 Professional Day -- District Day & TR Orientation	21 Professional Day – at the Colleges	22 Classes Begin— <i>Fall 2007</i> <i>Semester</i>	23	24	25-26
27	28	29	30	31	SEPTEMBER 1-2
3 Holiday— Labor Day	4	5	6	7 <i>TRC to have</i> <i>met by this</i> <i>date with</i> <i>Candidate to</i> <i>develop Eval.</i> <i>Plan</i>	8-9
10	11	12	13 <i>Completed</i> <i>Evaluation Plan to</i> <i>be sent to</i> <i>Candidate & (TFs)</i> <i>Tenure</i> <i>Facilitators</i>	14	15-16
17 <i>Fac./Classroom</i> <i>Observation and</i> <i>1st Student</i> <i>Evaluation to be</i> <i>done this wk</i>	18	19	20 <i>VPI and TF to</i> <i>have approved</i> <i>Evaluation Plan</i> <i>& distributed</i> <i>copies to TRC</i> <i>Chair &</i> <i>Candidate by the</i> <i>end of the month</i>	21	22-23
24 <i>Student Evaluations</i> <i>to be completed &</i> <i>sent to be processed</i>	25	26	27	28	29-30
OCTOBER 1	2	3	4	5 <i>TRC</i> <i>Conference</i> <i>w/Candidate to</i> <i>review Eval's.</i> <i>ASAP after</i> <i>Stud.Eval.(SEI)</i> <i>Rpt is received</i>	6-7
8 <i>Fac./Classroom</i> <i>Observation & 2nd</i> <i>Stud. Eval. (SEI) to</i> <i>be done this week</i>	9	10	11	12 <u>Student</u> <u>Eval's. to be</u> <u>completed &</u> <u>sent to be</u> <u>processed</u>	1-14

(FALL 2007 – continued)

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUNDAY
(OCTOBER) 15	16	17	18	19	20-21
22 <i>Peer Eval's. sent to faculty in Candidate's discipline</i>	23	24 <i>Professional Day</i>	25	26 <i>TRC Conference w/Candidate to review Eval's. by end of week or ASAP after rec't of SEI Rpt</i>	27-28
29 <i>Fac./Classroom Observation & 3rd Student Eval. to be done this week</i>	30	31	NOVEMBER 1	2 <u>Student Eval's. to be completed & sent to be processed</u>	3-4
5	6	7	8	9	10-11
12 Holiday— Veteran's Day	13	14	15	16	17-18
19 <i>Admin. Eval. & Fac./Classroom Eval. to be done by Admin. & put in TR file</i>	20	21	22 Holiday— Thanksgiving	23 Holiday— Thanksgiving	24-25 Holiday— Thanksgiving
26 <i>Candidate's Self Eval. to be completed & given to TRC Chair to put in TR File</i>	27	28	29	30 <i>TRC Conference to review all evaluations; and Ten.Facilitator to monitor process</i>	DECEMBER 1-2
3	4	5	6	7 <i>If desired, Cand. may do written response to Evals in TR file</i>	8-9
10	11	12	13	14	15-16 <i>Final Exams Begin</i>

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUN
17 <i>Final Exams</i>	18 <i>Final Exams</i>	19 <i>Final Exams</i> Summary Report & Cert. Rec. to TR file or TF before Holidays	20 <i>Final Exams</i>	21 <i>Final Exams/ Instruction Ends</i>	22-23 Holiday Break Begins
24 Holiday Break	25 Holiday Break	26 Holiday Break	27 Holiday Break	28 Holiday Break	29-30 Holiday Break

Spring 2008 Semester

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUN
(December) 31 Holiday Break	JANUARY 1 Holiday Break	2	3	4	5-6
7	8	9	10	11	12-13
14	15 PROFESSIONAL DAY	16 PROFESSIONAL DAY	17 <i>[Classes begin -- Spring 2008 Semester]</i>	18	19-20
21 Holiday— MLK, Jr Birthday	22	23	24	25 Candidate can submit written response to rec. to TRC, <i>if desired</i>	26-27
28 <i>[If necessary or 1st yr TT cand.] Add. Fac/Class. Obs. & 4th Stud. Eval to be done</i>	29	30	31	FEBRUARY 1 College Ten. Rev. Cert. Comm. to meet to Cert. Recs. & Send Cert Recs to President	2-3
4	5	6	7	8 Pres. to have submitted Cert./Recs to Chanc. via VC-ES	9-10
11 <i>[If necessary or 1st yr TT cand.] Add. Fac/Class. Obs. & 5th Stud. Eval to be done</i>	12	13	14	15 Holiday— President's Day	16-17 Holiday— President's Day
18 Holiday— President's Day	19	20	21	22	23-24
25	26	27	28	29 <i>[If necessary or 1st yr TT cand.] Add. Fac/Class. Obs. & 6th Stud. Eval to be done</i>	MARCH 1-2

(Spring 2008 – continued)

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUNDAY
(March) 3	4	5	6 <i>Professional Day</i>	7	8-9
10 <i>TRC Conf. to review file & evaluations</i>	11	12 (IF ANY APPL.) <i>NOTICE TO TEN. CAND. RE NON-RENEWAL OF CONTRACT</i>	13	14	15-16
17	18	19	20	21	22-23
24 [Spring Break]	25 [Spring Break]	26 [Spring Break]	27 [Spring Break]	28 [Spring Break]	29-30 [Spring Break]
31 <i>[If nec .] add. Fac/Class. Obs. &/or Stud. Evals to be done</i>	APRIL 1	2	3	4	5-6
7	8	9	10	11	12-13
14 <i>Candidate's Self Evaluation due</i>	15	16	17	18	19-20
21 <i>All docs. must be in TR file in VPI's Office for TF to verify</i>	22	23	24	25 <i>TRC Conf. w/ Candidate & TF to review TR file/portfolio</i>	26-27
28	29	30	MAY 1	2	3-4
5	6	7	8	9 <i>TF to verify to VCES that all docs in file & all TRC work done for TRC stipends</i>	10-11
12	13	14	15	16 Holiday— Malcolm X's Birthday	17-18
19	20	21	22	23	24-25 Final Exams Begin

TIMELINE FOR TENURE REVIEW

2008-09 Academic Year

[Note: Definite Holiday Dates, Spring Break days, and Professional Days for 2008-09 were not yet finalized at the time of the publication of this Handbook/Contract; dates shown are our best estimate.]

Fall 2008 Semester

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUNDAY
AUGUST 18 Professional Day -- District Day & TR Orientation	19 Professional Day – At the Colleges	20 Classes Begin— Fall 2008 Semester	21	22	23-24
25	26	27	28	29	AUG 30- 31
SEPTEMBER 1 Holiday— Labor Day	2	3	4	5	6-7
8	9	10	11	12 <i>TRC to have met by this date with Candidate to develop Eval. Plan</i>	13-14
15	16	17	18	19 <i>Completed Evaluation Plan to be sent to Candidate & (TFs) Tenure Facilitators</i>	20-21
22 <i>1st Set of Student Evaluations and a Fac./Classroom Observation to be done this week (SEIs go to D.O. for processing)</i>	23	24	25	26 <i>VPI and TF to have approved Evaluation Plan & distributed copies to TRC Chair & Candidate by the end of the month</i>	27-28
29	30	OCTOBER 1	2	3	4-5
6	7	8	9	10 <i>TRC Conference w/Candidate to review Evaluations ASAP after Stud.Eval. (SEI) Report is received by TRC Chair</i>	11-12

(FALL 2008 – continued)

D. MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUNDAY
(OCTOBER) 13 <i>2nd Set of Stud. Eval. (SEI) & Faculty Classroom Observation to be done this week (SEIs go to D.O. for processing)</i>	14	15	16	17	18-19
20 <i>Peer Eval's. to be sent by Dean to faculty in Candidate's discipline</i>	21	22 Professional Day	23	24	25-26
27	28	29	30	31 <i>TRC Conf. with Candidate to review Eval's. ASAP after rec't. of SEI Report by TRC Chair</i>	Nov. 1-2
3 <i>3rd Set of Stud. Evaluations (SEIs) & Fac./Classroom Observation to be done this week (SEIs go to D.O. for processing)</i>	4	5	6	7	8-9
10	11 <i>Holiday – Veteran's Day</i>	12	13	14	15-16
17 <i>Admin. Eval. & Peer Eval.'s to be done & put in TR Portfolio</i>	18	19	20	21 <i>TRC Conf. with Candidate to review Eval's. (ASAP after rec't.) of SEI Report by TRC Chair</i>	22-23
24 <i>Candidate's Self Eval. to be done & given to TRC Chair</i>	25	26	27 Holiday— Thanksgiving	28 Holiday— Thanksgiving	NOV. 29-30 Holiday— Thanksgiving
DECEMBER 1	2	3	4 <i>TRC to have completed Summary Report</i>	5 <i>TRC Conference to review all eval's; Summ. Rpt., & for all to Sign Cert/Rec. form</i>	6-7
8	9	10	11 <i>Candidate's Response* to TRC Rec. due *(if desired)</i>	12	13-14 <i>Final Exams Begin</i>
15 <i>Final Exams</i>	16 <i>Final Exams</i>	17 <i>Final Exams</i> Summary Report & Cert. Rec. to TR file or TF before Holidays	18 <i>Final Exams</i>	19 <i>Final Exams/ Instruction Ends</i>	20-21
22 Holiday Break	23 Holiday Break	24 Holiday Break	25 Holiday Break	26 Holiday Break	27-28 Holiday Break

Spring 2009 Semester

[Note: Definite Holiday Dates, Spring Break days, and Professional Days for 2008-09 were not yet finalized at the time of the publication of this Handbook/Contract; dates shown are our best estimate.]

E.	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUNDAY
		30		JANUARY 1	2	3-4
DECEMBER 29	Holiday Break	31	Holiday— New Years Eve Day	Holiday— New Years Day		
Holiday Break						
5	6	7	8	9	10-11	
12	13	14	15	16	17-18	
	Professional Day	Professional Day	Classes begin Spring 2009 Semester			
19	20	21	22	23	24-25	
Holiday— MLK, Jr. B-Day	(If necessary or for 1 st yr TT cand.] 4 th Stud. Eval & Addit. Faculty Classrm. Obs. to be done			College Ten. Rev. Cert. Comm. to meet to Cert. Recs. & Send Cert./Recs to President		
26	27	28	29	30	31- Feb. 1	
				President to have submitted Cert./Recs to Chanc. via VC-Ed.Svcs.		
2	3	4	5	6	7-8	
				VC-ES meets with TFs to review all TRC Certs./Recs.		
9	10	11	12	13	14-15	
(If necessary or for 1 st yr TT cand.] 5 th Stud. Eval & Addit. Faculty Classrm. Obs. to be done			VC-ES to have reviewed and sent all TRC Certs./Recs. to Chancellor	Holiday— President’s Day		
16	17	18	19	20	21-22	
Holiday— President’s Day						
23	24	25	26	27	28-March 1	
				(If necessary or for 1 st yr TT cand.] 6 th Stud. Eval & Addit. Faculty Classrm. Obs. to be done		

(Spring 2009 – continued)

H.	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUNDAY
March 2	3	4	5	6	7-8	
TRC Conf. to review file & evaluations			Professional Day			
9	10	11	12	13	14-15	
				<u>IF APPLICABLE, NOTICES OF NON RENEWAL OF CONTRACT GO OUT</u>		
16	17	18	19	20	21-22	
[Addit., if nec.] Fac/Class. Obs. &/or Stud. Evals to be done (SEIs go to D.O. for processing)						
23	24	25	26	27	28-29	
30	31	APRIL 1	2	3	4-5	
6	7	8	9	10	11-12	
[Spring Break]	[Spring Break]	[Spring Break]	[Spring Break]	[Spring Break]	[Spring Break]	
13	14	15	16	17	18-19	
Candidate's Self Evaluation due				TRC Conf. with TT Candidate & TF to review portfolio		
20	21	22	23	24	25-26	
All docs. must be in file in VPI's Office; TFs verify for TRC Stipends						
27	28	29	30	MAY 1	2-3	
4	5	6	7	8	9-10	
				TFs to verify to VCES that all docs are in files & all TRC work done (for TRC Stipends)		
11	12	13	14	15	16-17	
				Holiday Malcolm X B-Day		
18	19	20	21	22	23-24	
					Final Exams Begin	
25	26	27	28	29	30-31	
Holiday -- Memorial Day	Final Exams	Final Exams	Final Exams	Final Exams/ Semester Ends		

APPENDIX "E"

*(See Key Below)

LIST OF DISTRICT APPROVED TENURE REVIEW/FACULTY EVALUATION FORMS*

<u>Regular Set of Faculty Evaluation Forms</u>	<u>Special Faculty Evaluation Forms</u>	<u>Non-Tenure Track & Other</u>
<p><u>"INSTRUCTOR"</u></p> <ol style="list-style-type: none"> Evaluation Plan (sample) a. Student Evaluations (Orange Scantron) OR b. Student Evaluation of ESL Instructor (Pink Scantron) Faculty/Classroom Observation (by TRC/Eval.Team Member) Peer Evaluation Administrative Evaluation Candidate's Self-Evaluation Non-Classroom Observation Conference Report Summary Report Certification Form 	<p>ALL FORMS SAME AS WITH "INSTRUCTOR" SET except for the following speciality forms that replace the corresponding numbered form in the Instructor set of forms listed to the left:</p> <p><u>COUNSELOR</u></p> <ol style="list-style-type: none"> Student Evaluation of Individual Counseling Session, and Counselor Performance Eval. (by TRC / Eval. Comm. Member) <p><u>LIBRARIAN</u></p> <ol style="list-style-type: none"> Student Evaluation of Library Instruction/Assistance, and Classroom/Professional Observ. (by TRC / Eval. Comm. Member) <p><u>DSPS/EOPS COUNSELOR</u></p> <ol style="list-style-type: none"> Student Evaluation of Individual DSPS/EOPS Cnslng. Session DSPS/EOPS Cnslr. Faculty Observ. (by TRC / Eval. Comm. Member) <p><u>DSPS/EOPS COORDINATOR</u></p> <ol style="list-style-type: none"> Student Evaluations Not Applicable — (Coord. does not teach/counsel students) DSPS/EOPS Coord. Faculty Observ. (by TRC / Eval. Comm. Member) <p><u>LD SPECIALIST</u></p> <ol style="list-style-type: none"> a. Student Evaluations-- (Orange Scantron) b. Student Eval. of Advising Session (with LD Specialist) LD Specialist Faculty Obs. (by TRC / Eval.Comm. Member) <p><u>NURSE</u></p> <ol style="list-style-type: none"> Student Evaluations of College Nurse a. Faculty Observation Form (For Health Disc. Observers) b. Faculty Observation Form (For Non-Health Disc. Observers); and 11. Consent to be Observed <p><u>LEARNING ASSISTANCE</u></p> <ol style="list-style-type: none"> Student Evaluations of Learning Assistance Session <p><u>ARTICULATION OFFICER</u></p> <ol style="list-style-type: none"> Articulation Officer—Faculty Obs. Form 	<p><u>Part-Time Faculty</u> [Pursuant to Art. 30, Sec. H of the 2004-07 PFT-PCCD Collective Bargaining Agreement (signed 3/22/06), Board Policy 3.31 is undergoing a major revision at the time of printing of this Handbook; thus new Board Policy 3.31 should be available early Fall 2007.]</p> <p>The following forms are to be used by Evaluation Teams which evaluate Temporary/Part-time Faculty. (See Board Policy 3.31, rev'd 8/06).)</p> <ol style="list-style-type: none"> Student Evaluation (w/cov.pg.) Faculty/Classroom Observation** Administrative Evaluation** Self Evaluation Summary Report Form [5-pt]** <p>[Other than Student and Self Evaluation forms, these forms are NOT the same forms as used with Tenure Track or Tenured faculty. Note: Special forms for evaluating non-classroom faculty are being developed and will appear on the Peralta webpage as they are developed and approved.] **[New Forms, 11/06]</p> <p>.....</p> <p><u>Tenured Faculty</u></p> <p>The following forms are used by Evaluation Teams which evaluate tenured faculty. (See Board Policy 3.30B.)</p> <ol style="list-style-type: none"> Student Evaluation (w/cov.pg.) Faculty/Classroom Observation Administrative Evaluation Self Evaluation Summary Report Form <p>[These forms are the same forms as used with Tenure Track faculty.]</p> <p>.....</p> <p><u>Other TR-Related Forms</u></p> <p>Also used in the Tenure Track Faculty Evaluation process are the following forms:</p> <ul style="list-style-type: none"> Calendar (showing 4-yr overview of Ten. Rev. Process) Calendar (showing timeline for full academic year—Fall/Spr) Cover Sheets (for submitting Student Evaluations to District Office for Processing)

***KEY**

NOTE 1: The nos. of the forms above (2nd/middle column) refer to the corresponding forms numbered similarly in the "INSTRUCTOR" list (1st column above left). (The same forms are used for all teaching and non-teaching tenure track and tenured faculty for Forms numbered 4-10 as shown on the "Instructor" list above.)

NOTE 2: All faculty evaluation forms are available on the Peralta web page under Educational Services at:

<http://www.peralta.edu/apps/comm.asp?%241=117>.

APPENDIX “F”

RECOMMENDATIONS FOR NEW FORMS AND CHANGES TO EXISTING FORMS

1. Should any faculty group or administrator recommend the creation of a new form for evaluation or recommend changes in existing forms or student evaluations, such recommendations must be made in writing to the College Vice President of Instruction and the Vice Chancellor of Educational Services who will confer with the other college Vice Presidents of Instruction and the appropriate PFT representative and College Tenure Facilitators.
2. If approved by the Vice Chancellor of Educational Services and the appropriate PFT representative, the revised/new forms will be distributed to all Deans and TRC Chairs, and will be used in all subsequent evaluations to which they apply.
3. Whenever possible, all forms (other than Scantron Forms) shall be available on disc (or on-line) to be filled out on a computer. However, the District approved forms cannot be altered in form or substance other than in spacing available for responses. If any evaluation form is found to be altered, it may be removed from the portfolio or be required to be rewritten on the approved District form. Once signed, the originals of all forms shall remain in the portfolio. (Sec. II.A.)

APPENDIX “G”

FILING A GRIEVANCE – [IF APPEALS CANNOT BE RESOLVED AT THE DISTRICT LEVEL]

1. When filing a grievance, it is highly recommended that the candidate confer with the PFT grievance officer on his/her campus. In the event that the grievance is not resolved to the candidate's satisfaction within the District, the decision to take the grievance to binding arbitration is left to the PFT Executive Council or to the candidate, as the case may be. The candidate is entitled to pursue a matter to arbitration with or without the representation of the PFT. If a candidate pursues a grievance to arbitration, the PFT shall have access to all information in the portfolio. The arbitrator is without power to grant tenure except for failure to give notice on or before March 15th. Also, when the union does not initiate the arbitration, the District shall require the employee to file adequate security to pay the employee part of the cost of arbitration (Ed. Code 87610). Any final decision reached as a result of the grievance procedure shall be subject to review pursuant to Section 87611 of the Ed. Code.
2. If the grievance is resolved in favor of the candidate, the College President shall work with the candidate and the PFT grievance officer to implement the decision. For this purpose, the College President shall have the authority to require that one or several parts of the evaluation procedure be redone, or other appropriate remedial actions, including replacement of members of the TRC with consent of the candidate and the PFT grievance officer.

Tenured Faculty

Evaluation Policy and Procedures

Board Policy 3.30B

3.30B EVALUATION OF TENURED FACULTY

PURPOSE

Evaluation of tenured faculty is consistent with the Community Colleges' mission of educational excellence as required by Section 87663 of the Ed. Code. The purpose of the evaluation of tenured faculty is to benefit the faculty member through peer review. The primary objective is to evaluate the faculty member's effectiveness in relationship to good teaching, currency in the field, department/discipline responsibilities, effectiveness of service to students, the departments/disciplines and the college. The evaluation is the joint responsibility of the Vice President / Dean or his/her designee and the department/ discipline faculty. The most positive effects of the evaluation will be obtained at the department/discipline level and accrue to the individual. The evaluation should recognize the accomplishments of tenured faculty, and make recommendations for correcting deficiencies.

This policy can only be changed or modified after consultation between the Peralta Federation of Teachers (PFT) and the District Academic Senate; such changes or modifications must also be negotiated between the PFT and the District.

CRITERIA

The basis for review of tenured faculty is composed of four categories collectively containing 24 criteria for assessing performance relative to knowledge base and the ability to apply it, motivation and interpersonal skills, and professional responsibilities.

The faculty and the administration of the Peralta Community College District affirm the following definition of teaching excellence.

Knowledge Base

Excellent faculty members of the Peralta Community College District, whether classroom teachers, librarians, counselors, college nurses, or serving in another capacity:

1. Are knowledgeable about their work areas and disciplines.
2. Are knowledgeable about how students learn.
3. Are current in their field.
4. Provide perspectives that include a respect for diverse views.
5. Do their work in a well-prepared and well-organized manner.

Application of Knowledge Base

Excellent faculty members of the Peralta Community College District, whether classroom teachers, librarians, counselors, college nurses, or serving in another capacity:

1. Make the material intelligible, interesting, and relevant to the students.

2. Continually assess the teaching-learning process and modify strategies as necessary to retain student interest, stimulate independent thinking, and encourage students to be analytical.
3. Use clear, explicit criteria, relevant to the subject matter, to evaluate students' work fairly to ascertain effective learning of the material presented.

Motivation and Interpersonal Skills

Excellent faculty members of the Peralta Community College District, whether classroom teachers, librarians, counselors, college nurses, or serving in another capacity:

1. Are enthusiastic about their work.
2. Are committed to education as a profession.
3. Set challenging performance goals for students.
4. Project a positive attitude about students' ability to learn.
5. Treat students with respect and recognize they operate in a broader perspective beyond the classroom.
6. Respect diverse talents and accommodate cultural and individual differences.
7. Are available to students.
8. Listen attentively to what students say.
9. Are responsive to student needs.
10. Are fair in their evaluation of student progress.
11. Present ideas clearly.
12. Create a climate that is conducive to learning.

Professional Responsibilities

Excellent faculty members of the Peralta Community College District, whether classroom teachers, librarians, counselors, college nurses, or serving in another capacity:

1. Display behavior consistent with professional ethics; listed in the AAUP Code of Ethics.
2. Work collaboratively with colleagues, for example, attend discipline meetings, and participate on departmental and District committees and projects. Participate in non-classroom responsibilities, including attendance at discipline, department, division, college and District meetings; understand that service on college and District committees, including those for hiring and evaluation, is an obligation of every faculty member.

3. Maintain and expand their knowledge and skills in subject matter appropriate to their professional area.
4. Adhere to approved course outlines, goals, and objectives.
5. Be aware that the District expressly forbids sexual harassment of its students and employees by faculty, administrators, supervisors, staff, students or members of the general public. If an allegation of sexual harassment is substantiated, a violation of this rule may lead to personnel disciplinary actions including a letter of reprimand, suspension, or termination of employment in accordance with the California Ed. Code.

PROCEDURES

- A. Every tenured faculty member shall be evaluated once every three years. The College Academic Senate President, a PFT campus representative, and the Vice President /Dean shall jointly assign each regular faculty member to an Instructional Improvement Cluster (IIC) consisting of 10 - 15 individuals. Faculty in the same and related disciplines should be in the same cluster unless a different arrangement is specified by the College's Academic Senate. Each IIC shall be divided into three equal (or nearly equal) groups, characterized as Groups A, B, and C. During any given academic year, one group shall consist of faculty being evaluated, one group shall consist of faculty doing evaluations, and one group shall have no tenured faculty evaluative responsibilities.
- B. Meetings of each IIC will be jointly called by the College Academic Senate President, the PFT campus representative and the Vice President / Dean during the first five weeks of the academic year. At these meetings the IIC will determine:
 1. The evaluation model that the cluster will use (see below for models).
 2. The "Evaluation Team" for each evaluatee scheduled for that year. Evaluation Teams shall consist of two tenured faculty members selected by lot from the IIC, at least one of whom is from the evaluatee's discipline or a related discipline. The Vice President / Dean or his/her designee shall manage the lottery process. No faculty member shall be required to serve on more than three evaluation teams a year. The evaluatee may challenge one member of the evaluation team, in which case that person shall be replaced by lottery from among those faculty left in the pool.
 3. An "Evaluation Timetable" which shows the specific dates that evaluation activities will occur for each evaluatee. Ordinarily the evaluation activities for any single evaluatee should be completed within one quarter or one semester. Such meeting will be jointly called by the College Academic Senate President, the PFT campus representative and the Vice President / Dean.
- C. Each Vice President / Dean shall establish an evaluation portfolio in her/his office for those faculty responsible to her/him.

- D. During each academic year, every faculty member in the cluster will have student evaluations administered in at least two classes. Student evaluations will be administered by the group responsible for evaluations during that academic year. However, no faculty member shall administer student evaluations in his/her own classes. The standard District Student Evaluation of Instructor form shall be used. Procedures for administering student evaluations will follow the same procedures as employed in the tenure review procedures. The faculty member shall receive a summary of the student evaluations within two weeks of their administration, and a sealed copy of the summary shall be placed in the faculty member's portfolio.
- E. Prior to the commencement of formal evaluation procedures, each faculty member scheduled for evaluation during any academic year shall complete a self-evaluation form using the standard District form, and submit the self-evaluation to his/her Vice President / Dean for inclusion in the portfolio.
- F. The Vice President / Dean shall complete an Administrative Evaluation form for each evaluatee responsible to her/him. This form shall be included in the evaluatee's portfolio at least two weeks prior to the completion of the evaluation.
- G. The evaluatee may submit additional materials to the portfolio, including examples of scholarly or artistic work, handouts to students, tests, etc.
- H. All materials in the evaluatee's portfolio shall be available to the Evaluation Team, including the summary of the student evaluations, and shall be considered when determining the evaluatee's overall rating.
- I. Upon completion of the evaluation, the Evaluation Team members shall complete a summary using the District Summary Report Form, and shall indicate whether the evaluatee is **superior, satisfactory, below standards, or is unsatisfactory**. The Evaluation Team members shall meet with the evaluatee to discuss the summary form. The evaluatee shall sign the form to acknowledge that she/he has read it, and may attach any written comments to the summary.

If the summary finding is satisfactory or better, the evaluation team shall meet with the Vice President / Dean, who shall include it in the evaluatee's Personnel File. All other materials in the evaluatee's portfolio shall be sealed and stored. A new portfolio shall then be established for the next three-year cycle.

If the summary finding is less than satisfactory, the Evaluation Team shall meet with the evaluatee and the evaluatee's Vice President / Dean in order to prepare an Improvement Plan. Such a plan should identify specific areas for improvement as well as a plan and timetable for monitoring the evaluatee's progress during the following semester or quarter. The Vice President / Dean shall join the Evaluation Team in monitoring the Improvement Plan. If such monitoring involves classroom observations, all procedures identified below for classroom observations shall be followed. At the end of this second semester, the Evaluation Team shall complete a final summary evaluation form which will be inserted into the evaluatee's Personnel File.

EVALUATION MODELS:

Model 1: Standard Classroom Observation Model

Each member of the Evaluation Team shall schedule at least one classroom observation of the evaluatee. Procedures for the classroom observation shall be the same as those in the tenure review process. The standard District classroom observation form shall be completed, and the Evaluation Team shall meet with the evaluatee to discuss their observations as well as the other materials in the evaluatee's portfolio. By the end of the term, the Evaluation Team shall prepare the final Summary Report Form and obtain the evaluatee's signature and any written comments that he/she wishes to addend.

Model 2: Partnership Model

The evaluatee and the members of the Evaluation Team shall prepare a schedule of frequent (at least bi-weekly) visits to the evaluatee's classroom over the course of the term. The evaluatee and the team may designate one course or several courses for observation. They shall meet bi-weekly to discuss their observations, and to make suggestions for improving the class(es). The evaluatee may also visit one or several class sessions of members of the Evaluation Team by invitation in order to see models of concrete suggestions that may have come up during the discussions. All classroom observations of the evaluatee shall be scheduled in advance following the procedures of the tenure review process. Standard District classroom observation forms need not be used for these classroom observations. However, a written log of the Evaluation Team's discussions with the evaluatee shall be kept. The evaluatee may also keep a written journal describing interesting or important events in the class which she/he makes available to the Evaluation Team.

The Evaluation Team shall include at least one meeting where the contents of the evaluatee's portfolio are discussed. At the end of the term, the Evaluation Team shall prepare the final Summary Report Form and obtain the evaluatee's signature and any written comments that he/she wishes to addend.

Model 3: The Videotape Model

The evaluatee may have at least three class sessions videotaped during the course of the semester. The videotapes shall be made available to the members of the Evaluation Team. Each member of the team shall complete a classroom observation form for each videotape, and then shall meet with the evaluatee to discuss both the videotapes and the other documents in the evaluatee's portfolio. At the end of the term, the Evaluation Team shall prepare the final Summary Report Form and obtain the evaluatee's signature and any written comments that he/she wishes to addend.

Model 4: The "Custom" Model

Any IIC may design its own system of evaluation for members of the cluster. Such a design must be approved in advance by the College Academic Senate President, the PFT college representative, and the Vice President / Dean. All such custom evaluations must include annual student evaluations and a self-evaluation.

8-23-93

Approved by the Board of Trustees July 13, 1993.

Revision approved by Board of Trustees June 27, 1995.

[8-15-02; updated 8-2-04: Partially revised to reflect accurate administrator titles in effect August 2004, as well as the revised four-part categories on which all faculty evaluations are to be based per agreement between PCCD and PFT.]

***[Temporary Part-Time Faculty
And Long Term Substitutes***

Evaluation Policy & Procedures

Board Policy 3.31]

**This section has been removed from this
Faculty Evaluations Handbook & will be a
separate Handbook (and Contract Appendix No.)
to be available Fall 2007**

*(At the time of the printing of this Handbook, Board Policy 3.31 is undergoing a major revision, pursuant to Article 30, Section H (signed 3/22/06) of the PFT-PCCD Collective Bargaining Agreement, regarding **Temporary/Part-time Hiring, Evaluations, and Preferred Hiring Pool**. The evaluations of temporary/part-time faculty under revised Board Policy 3.31 will use a five (5) point rating system, which differs from the four (4) point rating system for evaluations of tenure track and tenured faculty. Thus, this section has been removed from this Faculty Evaluations Handbook, and will be available in a separate document in Fall 2007.)*



Peralta Community College District

PART-TIME FACULTY EVALUATION POLICIES & PROCEDURES HANDBOOK

Prepared by
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OFFICE OF VICE CHANCELLOR, EDUCATIONAL SERVICES

Prepared – *July 2007*

Berkeley City College

College of Alameda

Laney College

Merritt College

PART-TIME FACULTY EVALUATION POLICIES & PROCEDURES

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PART-TIME FACULTY EVALUATION POLICIES & PROCEDURES

INTRODUCTION

This Part-Time Faculty Evaluation Policies and Procedures Handbook includes the policies and procedures for evaluation of all part-time faculty and long-term substitutes in the Peralta Community College District. These procedures were developed during the 2005-06 academic year pursuant to Article 30H of the PFT Contract, the Tentative Agreement for which was signed November 21, 2005. The pre-existing 3.31 Board Policy and Procedures for evaluating part-time faculty and long-term substitutes was one document, incorporating both policy and procedures. The necessary provisions of Article 30H were incorporated into the pre-existing 3.31 Board Policy and Procedures document, and agreed upon by all parties on November 6, 2006, resulting in the 3.31 Administrative Procedures Implementing Board Policy Regarding Part-Time Faculty Evaluations which follow.

Note: This Part-Time Faculty Evaluation Handbook is also Appendix A20 to the PCCD-PFT Contract for July 1, 2007 – June 30, 2009.

[See Tenure Track & Tenured Contract Faculty Evaluations Policies & Procedures Handbook (last updated June 2007) for policies and procedures for evaluating all tenure track and tenured contract faculty.]

3.31 ADMINISTRATIVE PROCEDURES IMPLEMENTING BOARD POLICY REGARDING PART-TIME FACULTY EVALUATIONS

1. SCHEDULING EVALUATION CYCLES

- a. All part-time faculty shall be evaluated according to the Education Code¹ and all new part-time faculty shall be evaluated during their first year (Ed Code 87663). Evaluations shall be scheduled by discipline, by department, within each college. The Dean shall work with Department Chairs (or the Academic Senate President at COA) to schedule the evaluations to be done each semester. **The responsibility for administering the evaluation process rests with the Dean/Administrative Supervisor.**²
- b. Temporary/part-time faculty shall be evaluated in the following order of priority:
 - 1) Newly hired / during first year of employment by Peralta Community College District
 - 2) Faculty who have successfully completed the Faculty Diversity Internship Program
 - 3) Temporary long term substitutes
 - 4) All other temporary/part-time faculty by discipline, by department, by college, and by seniority (from original date of hire or by lottery, if a tie), with priority given to faculty who will enhance the diversity of the faculty, in terms of ethnicity and gender.

Approximately one-third³ of all temporary/part-time faculty (Nos.1.b.1) – 4) above), shall be evaluated each academic year, in the above order of priority, so that all part-time faculty can have a reasonable expectation of being evaluated every three years. The temporary part-time faculty evaluation list for each year shall be based on seniority within the College discipline(s), with priority given to faculty who will enhance the diversity of the faculty, in terms of ethnicity and gender.

- c. Evaluation of temporary/part-time faculty is a four-part process which involves self-evaluation, faculty observation/evaluation, administrative evaluation, and student evaluation. Together, these four evaluations form the evaluation report and are summarized in the Summary Report Form for Part-Time Faculty Evaluations. Submission of (a) Non-Classroom Evaluation Form(s) is optional.

2. COMPOSITION AND RESPONSIBILITIES OF THE EVALUATION TEAM (For INITIAL EVALUATION):

The evaluation committee for each temporary/part-time instructor who is being evaluated for the **initial evaluation** shall consist of:

Dean or Administrative Supervisor

¹ Ed Code Sec. 87663. (a) Contract employees shall be evaluated at least once in each academic year. Regular employees shall be evaluated at least once in every three academic years. Temporary employees shall be evaluated within the first year of employment. Thereafter, evaluation shall be at least once every six regular semesters, or once every nine regular quarters, as applicable.

² In these Procedures Implementing Board Policy 3.31, every reference to “Dean” will automatically include reference to the “Administrative Supervisor,” if not the Dean, of the Evaluatee.

³ If the division comes out a partial number, round off to determine how many faculty will be evaluated that academic year; e.g., 3.49 would mean 3 get evaluated, and 3.51 would mean 4 get evaluated.

Evaluation Committee Chair
 Faculty Evaluator
 Evaluatee

The process for choosing evaluators for temporary/part-time faculty evaluations shall be as follows:

- a. **Dean/Administrative Supervisor - The responsibility for administering the evaluation system rests with the Dean/Administrative Supervisor.** The Dean who has responsibility for the discipline shall initiate the evaluation procedures, designating the Evaluation Committee Chair, in consensus with the Department Chair (or Academic Senate President at COA)⁴ ensuring that the evaluation procedures are followed, timelines are met, classroom visits are held, records are kept and preliminary and summary evaluation meetings are held. The Dean shall complete the Administrative Evaluation Report Form. The Dean may also complete a faculty observation/evaluation. Only by performing a faculty observation/evaluation may the Dean vote for the summary evaluation rating.
- b. **Faculty Evaluators: For the Initial Evaluation,** the evaluation committee includes two faculty members.
 - (1) The **Evaluation Committee Chair** will be chosen by mutual agreement of the Department Chair (or the Academic Senate President at COA) and Dean.
 - (2) The other faculty member on the committee, the Faculty Evaluator, will be chosen by mutual agreement of the Dean and the faculty Evaluatee. Temporary/part-time faculty may serve in either position with the approval of the Dean, and will earn Staff/Professional Development credit⁵ for their service. If mutual agreement cannot be reached, the faculty evaluator will be chosen by lottery. The Dean shall conduct the lottery. In the selection of evaluators, every effort will be made to ensure that they are representative of the diversity of our community and sensitive to multi-cultural concerns.
 - (3) For the **Initial Evaluation**, the faculty evaluatee may challenge one faculty evaluator. If a challenge is made, the challenged evaluator will be replaced by a faculty member chosen from a lottery of contract faculty in the discipline and related⁶ disciplines. Temporary/part-time faculty in the discipline and related disciplines who are approved by the Dean (and willing to do evaluations in return for Staff/Professional Development credit) may also be in the lottery. The Dean shall conduct the lottery. The evaluator chosen by lottery may not be challenged. Every effort will be made to ensure that the lottery pool is representative of the diversity of our community and sensitive to multi-cultural concerns.
 - (4) The evaluation committee chair and the other faculty evaluator are responsible for completing a faculty observation, conducting one set⁷ of student evaluations, and completing a summary report form. The evaluation committee chair and the dean will provide opportunity for optional non-classroom evaluations.

⁴ In this Policy, every reference to “Department Chair” will automatically include reference to the “Academic Senate President” at COA, which does not have Department Chairs.

⁵ Temporary/part-time faculty who serve on an Evaluation Committee do not receive a stipend or other compensation. However, they shall receive 5 hours of credit towards their Staff/Professional Development obligation.

⁶ As defined on the Board of Governors list of minimum qualifications.

⁷ The evaluatee only needs one set of student evaluations, but more can be done if needed or desired.

- c. **The Temporary/Part-Time Faculty Evaluatee** -The Evaluatee is responsible for helping to choose the Faculty Evaluator, completing the part-time faculty Self-Evaluation Report Form, and attending all scheduled meetings.

3 COMPOSITION AND RESPONSIBILITIES OF THE EVALUATION TEAM (SUBSEQUENT EVALUATIONS):

The evaluation team for each temporary/part-time instructor who is being evaluated for the **Subsequent Evaluation** shall consist of:

Dean or Administrative Supervisor
Faculty Evaluator
Evaluatee

When an evaluatee, in the initial evaluation, is rated as either “does not consistently meet requirements” or “does not meet requirements”, the subsequent evaluation will follow the process for an initial evaluation (for composition of the evaluation team, see Section 2).

- a. If the initial summary evaluation rating indicates that the Evaluatee “meets all requirements” (or better), then for subsequent evaluations, the evaluation team shall consist of a faculty member (faculty evaluator) from the Evaluatee's discipline or if necessary a related discipline, the Dean, and the Evaluatee. The Faculty Evaluator will be chosen by mutual agreement of the Department Chair (or the Academic Senate President at COA) and the Evaluatee. Temporary/part-time faculty may also serve as a Faculty Evaluator, with the approval of the Dean, and will earn Staff/Professional Development credit for their service. If mutual agreement on a Faculty Evaluator cannot be reached, the Faculty Evaluator will then be chosen by lottery. The Dean will conduct the lottery. The evaluator chosen by lottery may not be challenged. Every effort will be made to ensure that the lottery pool is representative of the diversity of our community and sensitive to multi-cultural concerns.
- b. The Faculty Evaluator and the dean will meet with the faculty evaluatee to set a schedule for classroom observations, student evaluations, submission of the administrative evaluation form, submission of the self-evaluation, and the summary report meeting.
- c. The Dean shall complete an administrative evaluation form. The Dean has the option of conducting a classroom observation. If the Dean conducts a classroom observation, the dean can participate in the summary report meeting and participate in the summary rating.

4. FOUR-PART EVALUATION PROCESS CRITERIA AND FORMS⁸

The criteria for each of the four parts of the process for Initial and Subsequent Evaluations are as follows:

a. Student Evaluations

The purpose of the Student Evaluations is to gain from students their opinion of the overall effectiveness of the faculty member. Students will be assured of the anonymity of their

⁸ The five (5) forms to be used in evaluations of temporary/part-time faculty are:

- 1) Student Evaluations of Instructors (with cover sheet when turned in for processing),
- 2) Part-time Faculty Observation/Evaluation Form,*
- 3) Administrative Evaluation Form (for Part-time Faculty),*
- 4) Evaluatee's Self-Evaluation Report Form, and
- 5) Summary Report Form (for Part-time Faculty Evaluations)*

*[New Forms, 10-06]

responses, including that original copies of any written comments will be transcribed and presented to the faculty member only in compiled form.

b. Self-Evaluation (regarding Professional Competence)

The self-evaluation is an opportunity for the evaluatee to address all evaluations which have been conducted. In addition the evaluatee is provided the opportunity to address professional growth and development.

In addition to the existing self evaluation form, the self-evaluation shall include additional support material. Classroom faculty evaluatees shall submit: syllabi, methods of student assessment, and listing of assignments. Examples of additional support material for non-classroom faculty evaluatees may include workshop agendas and handouts, completed Student Educational Plans, etc.

c. Faculty Observation/Evaluation(s)

There are standard district forms to be completed when conducting an observation/evaluation. Please use the form appropriate to the evaluatee's assignment. This form can also be completed by the Dean.

d. Administrative Evaluation

The administrative evaluation addresses the faculty evaluatee's overall attention to academic and professional matters as related to the evaluatee's assignment. Different forms exist for classroom faculty and non-classroom faculty.

e. Summary Report Form (including overall Rating)

The summary report form provides an overall summary of all evaluations conducted throughout the semester. The overall summary evaluation rating, based on a five-point rating system,⁹ shall be decided by a majority of Evaluation Committee members who did faculty observations/evaluations (two for initial evaluation and one for subsequent evaluation), and can include the administrator, if the administrator completed a faculty observation/evaluation. If there is a tie vote in cases where only two classroom evaluations are completed, the faculty member will be evaluated again the following semester using the "initial evaluation" model set forth below (in Section 5).

Temporary part-time employees shall be evaluated within the first year (initial evaluation) of employment.¹⁰ Thereafter, evaluation shall be at least once every six regular semesters, or once every nine regular quarters (subsequent evaluations).

⁹ The evaluation rating system for temporary/part-time faculty evaluations shall be:

1. Is exemplary
2. Surpasses requirements
3. Meets all requirements
4. Does not consistently meet requirements
5. Does not meet requirements

¹⁰ Whenever possible this should be done during the first term of employment.

5. EVALUATION PROCEDURES -- (INITIAL EVALUATION)

- a. The Dean contacts the Evaluatee in order to provide him/her with a copy of the evaluation procedures; the Dean and the Evaluatee also choose a faculty member (the Faculty Evaluator) for the Evaluation Committee.
- b. The Dean contacts the Department Chair (or Faculty Senate President at COA) in order to jointly select another faculty evaluator as the Evaluation Committee Chair.
- c. The Dean notifies the Evaluatee of the composition of the Evaluation Committee, and offers him/her the opportunity to challenge the choice of the Evaluation Committee Chair.
- d. The Faculty Evaluators and the Evaluatee schedule dates for the Faculty Evaluators to conduct observations/evaluations and to conduct student evaluations. (For classroom evaluations, the evaluator may stay the entire class period, but must stay at least one hour). The evaluatee will not be present when student evaluations are conducted. Further, the Faculty Evaluators will review their observation/evaluation with the evaluatee. The Evaluation Committee Chair will provide the evaluatee with the student evaluation reports.
- e. When conducting student evaluations, the Faculty Evaluator will explain that student evaluations are being collected for the purpose of improving teaching and learning at the college. Students will be assured of the anonymity of their responses, including that original copies of any written comments will be transcribed and presented to the instructor only in compiled form. The Faculty Evaluators shall collect the student evaluation forms. The original student evaluation forms (along with a cover sheet) shall be forwarded immediately to the office of Vice Chancellor of Educational Services for processing, with an expected turn-around time of 2-3 weeks. The evaluations shall be stored in the Division Office.
- f. The Dean schedules a time with the evaluatee to complete the faculty observation/evaluation. While this is optional, it must be completed for the Dean to be included in the vote for the summary evaluation rating.
- g. The Dean submits the Administrative Evaluation Form to the Evaluation Committee chair in sufficient time for the faculty evaluatee to include it in the evaluatee's self-evaluation.
- h. The Evaluatee submits the Self-Evaluation Report Form to the Evaluation Committee Chair prior to the Summary Evaluation Meeting. The evaluatee is provided all evaluation documents for use in completing the self-evaluation.
- i. Prior to the Summary Evaluation Meeting, the Evaluation Committee Chair and the Faculty Evaluator (and the Dean if a faculty observation/evaluation was completed) complete the evaluation Summary Report Form, and designate whether the Evaluatee's overall rating is "Exemplary," "Surpasses Requirements," "Meets All Requirements," "Does Not Consistently Meet Requirements," or "Does Not Meet Requirements." The summary rating shall be determined by majority vote. Any voting committee member who disagrees with the final rating may submit a Minority Report. In cases where only two classroom observations/evaluations are done and the two evaluators do not agree, the faculty member will be evaluated again the following semester using the "Initial Evaluation" model. The Dean shall be notified if either agreement is not reached, or if the summary evaluation rating indicates that the Evaluatee "Does not Consistently Meet Requirements" or "Does Not Meet Requirements." The Dean shall then have the option to conduct a faculty observation/evaluation, if one was not already done. If the Dean chooses to conduct a faculty observation/evaluation, he/she shall meet with the Evaluatee in advance of the

observation/evaluation to schedule the observation/evaluation, and to discuss the Evaluatee's goals, objectives, etc. to be observed.¹¹

- j. The Summary Evaluation Meeting is held to do a final review and discussion all evaluations with the Evaluatee, using the Summary Report Form. In addition, the committee provides the evaluatee with a summary rating. The Evaluatee is given an opportunity (a minimum of one week) to respond in writing to any issues raised by the evaluation. The Summary Report Form rating or recommendation is not grievable.
- k. All evaluation documents, including the summary of student evaluations, the Faculty Observation/Evaluation Report Forms, the Administrative Evaluation Form, the Summary Report Form, and any evaluatee response, shall be forwarded to the Dean for storage in the Division office.

6. EVALUATION PROCEDURES -- (SUBSEQUENT EVALUATIONS)

- a. The Dean contacts the Department Chair (or Academic Senate President at COA) to notify him/her that the evaluation is to be done.
- b. The Department Chair contacts the Evaluatee and meets with him/her in order to mutually agree upon a Faculty Evaluator.
- c. The Faculty Evaluator and the Evaluatee schedule a time to conduct an observation/evaluation and conduct student evaluations. For classroom faculty, the faculty evaluator conducts a faculty observations/evaluation of a whole class period, or at least one hour. The evaluation/observation report and the student evaluation report are shared with the evaluatee.
- d. When conducting student evaluations, the Faculty Evaluator will explain that student evaluations are being collected for the purpose of improving teaching and learning at the college. Students will be assured of the anonymity of their responses, including that original copies of any written comments will be transcribed and presented to the instructor only in compiled form. The Faculty Evaluator shall collect the student evaluation forms. The original student evaluations of instructor forms (along with a cover sheet) shall be forwarded immediately to the office of Vice Chancellor of Educational Services for processing, with an expected turn-around time of 2-3 weeks. The evaluations shall be stored in the Division Office.
- e. The Dean schedules a time with the evaluatee to complete the faculty observation/evaluation. While this is optional, it must be completed for the Dean to be included in the vote for the summary evaluation rating.
- f. The Dean submits the Administrative Evaluation Form to the Evaluation Committee chair in sufficient time for the faculty evaluatee to include it in the evaluatee's self-evaluation.
- g. The Dean submits the Administrative Evaluation Form to the Faculty Evaluator prior to the Summary Evaluation Meeting.

¹¹ The Dean may conduct a faculty observation/evaluation at any time (outside of the evaluation procedure) with one week notice to the instructor.

- h. The Faculty Evaluator and Dean (if the Dean completed a Faculty observation/ evaluation) complete the Summary Evaluation Report Form, and designate whether the Evaluatee's rating is "Exemplary," "Surpasses Requirements," "Meets All Requirements," "Does Not Consistently Meet Requirements," or "Does Not Meet Requirements."
- i. In the event that the Evaluatee's rating is either "Does Not Consistently Meet Requirements" or "Does Not Meet Requirements," the Faculty Evaluator shall notify the Dean, and a second evaluation shall be conducted following the procedures for the **initial evaluation** above. The original student evaluations shall be used for this second evaluation.
- j. If the Evaluatee's rating is either "Exemplary," "Surpasses Requirements," or "Meets All Requirements," the Summary Evaluation Meeting is held to review and discuss all evaluations with the Evaluatee. The Evaluatee reviews the report from the Student Evaluations, the Faculty Observation/Evaluation Report Form (s), the Administrative Evaluation Form, and the Summary Report Form and rating. The Evaluatee is given an opportunity (a minimum of one week) to respond in writing to any issues raised by the evaluation. The Summary Report Form rating or recommendation is not grievable.
- k. All evaluation documents, including the summary of student evaluations, the Faculty Observation/Evaluation Report Forms, the Administrative Evaluation Form, the Summary Report Form, and any Evaluatee response, shall be forwarded to the Dean for storage in the Division office.

7. EVALUATION PROCEDURES -- (For Incomplete Evaluations)

If the student evaluations, faculty observation(s)/evaluation(s), or summary report are not completed with four weeks left in the semester, the College Vice President of Instruction (or representative) and the College Academic Senate President (or representative) shall jointly develop a plan to complete the process by the end of the semester, and determine a summary rating. In such cases, the Evaluatee shall have the right to receive a full evaluation during the following semester, if he/she makes a request for a full evaluation (in writing) to his/her Dean (with a copy to the PFT) within the first two weeks of the following semester.

[See PCCD website for approved Part-Time Faculty Evaluation Forms.]

Article 30H Tentative Agreement Approved by Board of Trustees March 28, 2006

Procedures Revised 11-6-06

APPENDICES

APPENDIX "A"

PART TIME FACULTY REHIRE PREFERENCE POOL TENTATIVE AGREEMENT

Peralta Community College District ("District") and Peralta Federation of Teachers ("PFT") hereby agree to the following new contract section:

Article 30 (new section H):

H. Part-time Faculty Rehire Preference Pool

The District and the PFT are committed to the principles and law of Equal Employment Opportunity. In addition, it is recognized that the communities and students served by the District are diverse in their cultures, ethnicities, language groups and abilities, and the District and the PFT are therefore committed to fully representing that diversity in its workforce. The District and the PFT value diversity and strive to assure that a plurality of represented groups participate in the development and delivery of its instructional program.

The District and the PFT recognize that the success of its instructional program is in large part dependent upon a valued and competent part-time faculty that is committed to consistently delivering a high quality of instruction and student services.

1. **Preferred Hiring Pool.** Except as noted in #3 below, faculty in the Preferred Hiring Pool will be given preference in assignment over faculty in the Non-Preferred Hiring Pool (see #4 below for specifics). Within the Preferred Hiring Pool, all faculty will be treated equally: This policy is in no way meant to modify or change existing PCCD policies and practices in assignment of extra service classes to contract faculty (see Article 18). The Preferred Hiring Pool shall consist of part-time faculty who meet **all** of the following criteria:
 - A. Employed as a part-time faculty member in the District for at least six of the last ten semesters, or currently employed part-time faculty who have successfully completed the Peralta Faculty Diversity Internship program.
 - B. Performance Evaluation.
 - 1) A "surpasses requirements" performance evaluation¹² or better shall be required for initial entry into the Preferred Hiring Pool.
 - 2) Once in the Preferred Hiring Pool, a "meets all requirements" performance evaluation¹ or better shall be required for an instructor to remain in the Preferred Hiring Pool.

¹² The Evaluation rating system for part time Peralta evaluations shall be :

- 1) Is exemplary
- 2) Surpasses requirements
- 3) Meets all requirements
- 4) Does not consistently meet requirements
- 5) Does not meet requirements

- 3) The part-time evaluation process (only) shall be further modified by adding the following to the existing process:
 - a. Administrative (supervisor) classroom evaluation shall be an optional part of the evaluation process. This classroom evaluation shall conform with the process currently used for administrative (supervisor) classroom evaluation in the Tenure Track evaluation process (Tenure Track policy, Sec II A 3).
 - b. The Self-Evaluation shall include (in addition to the existing Self-Evaluation form) a listing of all assignments; a copy of the syllabus; one sample test; and a description of student assessment method(s) used.
 - c. The process for choosing faculty evaluators for part-time evaluations shall be modified as follows:
 - (1) For the Initial Evaluation, the Evaluation Committee Chair will be chosen by mutual agreement of the Department chair (or Academic Senate President at COA) and Dean; the other faculty member on the committee will be chosen by mutual agreement of the Dean and the faculty member being evaluated. Part-time faculty may serve in either position with the approval of the Dean, and will earn Staff Development credit for their service.
 - (2) For the Initial Evaluation, the faculty member being evaluated may challenge either (or both) faculty evaluators. If a challenge is made, the challenged evaluator will be replaced by a faculty member chosen from a lottery of contract faculty in the discipline and related disciplines. Part-time faculty in the discipline and related disciplines who are approved by the Dean (and willing to do evaluations in return for Staff Development credit) may also be in the lottery. The Dean shall conduct the lottery. The evaluator chosen by lottery may not be challenged.
 - (3) For Subsequent Evaluations, the Faculty Evaluator will be chosen by mutual agreement of the Department Chair (Academic Senate President at COA) and the faculty member. Part-time faculty may also serve as a Faculty Evaluator, with the approval of the Dean, and will earn Staff Development credit for their service. If agreement on a Faculty Evaluator cannot be reached, the Faculty Evaluator will then be chosen by lottery, as per c(2) above. The evaluator chosen by lottery may not be challenged.
 - d. The summary evaluation rating shall be decided by a majority of committee members who did classroom evaluations, including the administrator, if the administrator does a classroom evaluation. If there is a tie vote in cases where only two classroom evaluations are done, the faculty member will be evaluated again the following semester using the "initial evaluation" model (p 62, TR Handbook).
 - e. If the student evaluations or peer classroom evaluation(s) are not completed with four weeks left in the semester, the College VP of Instruction (or representative) and the college Academic Senate President (or representative) shall jointly develop a plan to complete the process by the end of the semester, and determine a summary rating. In such cases, the faculty member shall have the right to receive a full evaluation during the following semester, if they make a request for a full evaluation (in writing) to their Dean (with a copy to the PFT) within the first two weeks of the following semester.
 - f. The evaluation schedules for the faculty identified in #1 above shall conform with the Ed Code regulations on evaluation, with 1/3 of the part-time faculty evaluated every year. The specific part-time faculty evaluation list for each year shall be based on seniority.

Non-Preferred Hiring Pool consists of part-time faculty members currently employed by the District but not in the Preferred Pool or applicants for part-time teaching positions who meet state minimum qualifications.

If part-time faculty positions are open but there are no available qualified individuals in the discipline from the Preferred Hiring Pool, the division Dean or designee shall consider faculty members currently employed in the department or at another college in the District but not in the Preferred Pool. The Dean or designee may also contact the Office of Human Resources regarding selected outside discipline candidates who are currently in the central District pool, screen candidate materials for desirable skills and attributes, and interview candidates prior to making a recommendation for employment.

2. Faculty assignments shall comply with Article 18-A-12 .

3. Exceptions to Rehire Preference Policy

In the best interests of the College academic program, the Division Dean and Department chair (or Academic Senate President at Alameda) may elect to hire someone in the Non Preferred Hiring Pool over someone in the Preferred Hiring Pool. If they agree, they will jointly author a letter informing the person in the Preferred Hiring Pool that he/she is not being selected and explaining the reason for the decision. If they disagree, a final decision will be made by the College President, who will author the letter. A copy of the letter shall also be sent to the PFT. Neither the decision nor the letter will be subject to the grievance procedure.

4. Program Operational Components:

A. Electronic List

The Office of Human Resources will create and maintain an updated electronic list of all individuals currently in the Preferred Hiring Pool, and will provide shared access to Division Deans, other designated College administrators, and to the PFT President, PFT Chapter Chairs, and College Department Chairs and lead instructors (at COA). Human Resources will update the list as required. Designated individuals shall have query access in order to view the list (view sorts by College or District-wide) from their desktop. Part-time faculty shall have computer access to their individual information.

The electronic list shall include contact information, each discipline for which minimum qualifications have been met; confirmation of receipt of required performance evaluation received in Human Resources, base load (see #C below), and confirmation of the most recent District semesters worked. The data shall not include reference to gender, ethnicity, age, ability, or other category as protected by Equal Employment Opportunity law.

The list shall be updated with current assignment information within 3 weeks of the start of each semester.

B. Assignment:

Members of the Preferred Hiring Pool will be guaranteed an offer of an assignment for their base load (see #C below) if such assignments are available. Assignments beyond base load are not precluded by this agreement. The District retains the right of assignment of regular or contract faculty and to cancel assignments based on the needs of the District.

C. Base Load

The base load of a part-time faculty member shall be the average equated hours assigned in each discipline taught at each college in the Spring and in the Fall semesters during the most recent three years, including the semester in which the list is made. Base load shall be calculated separately for the Spring and Fall semesters, up to a maximum of 60% of base contract load. Base Load for former Diversity Interns shall be based on their internship assignment. The assignment preference is only at the college(s) where the part-time faculty member works. If a part-time faculty member is bumped from an assignment, the base load calculation will include his/her base load as originally assigned. If an assignment is declined, the part-time faculty member will remain on the Rehire Preference List, as long as they qualify. Exceptions to removal from the list will also be made in the event of approved family leave, documented medical circumstances or a documented medical emergency.

D. Emergency Hires

Emergency hires fill part-time faculty positions that become vacant due to the sudden unavailability of staff during an ongoing semester or during the four weeks immediately prior to a semester or summer session, or teach sections or provide student services that are added to the schedule due to increased enrollment demands.

When an Emergency Hire position is identified, the Division Dean and Department Chair (if applicable, and/or other discipline faculty as designated by the Dean) shall make every effort to employ a part-time faculty member in the Preferred Hiring Pool.

If the Emergency Hire position cannot be filled with a part time faculty member in the Preferred Hiring Pool, the Division Dean and department chair (if applicable, and/or other discipline faculty as designated by the Dean) shall:

- Review the database of discipline employees not in the Preferred Hiring Pool
- Coordinate with Human Resources for the review application materials of outside candidates
- Interview candidates who most closely meet the desirable skills and experience of the position(s)
- Select individuals to fill the unexpected vacancies.

Emergency hires from the non-Preferred Hiring Pool will not automatically enter the Preferred Hiring Pool, unless they qualify as described above.

E. Seniority and bumping rights

Members of the Preferred Hiring Pool will not have seniority or the right to bump from an assignment another Part-time Faculty member.

This contract section is subject to approval of the PFT in accordance with its procedures and, thereafter, to approval of the PCCD Chancellor and Board of Trustees.

Dated: March 22, 2006

Dated: March 22, 2006

Sean Brooke
For the District

Rick Greenspan
For PFT



Membership Application

Membership allows you to vote, receive benefits, and add your voice to the union.
It does not increase your union deduction.

To be a voting member of the union and become eligible for membership benefits, simply fill out this form and return it to the PFT. Dues are based on hours worked, so please place a check mark before the category that best describes your employment status. Remember to sign and date it in the space provided.

2007-2008 Academic Year and Summer

Contract/Regular Faculty

Dues are based on 0.01431* of gross salary, plus approved AFT/CFT pass-through, due each month of employment. *(or current approved rate)

Part Time/Hourly Faculty

Dues are \$15.80 for each month of employment at 3 equated hours or less

Dues are \$26.88 for each month of employment at more than 3 equated hours, plus approved AFT/CFT pass-through.

Name _____ Email _____
Address _____ City/Zip _____
Home Tel: _____ Work Tel: _____ Mobile: _____
College _____ Dept _____ SSN (last 4 digits) _____

Attention: Peralta Community College District, Payroll Deductions Office
You are authorized to deduct as membership dues in place of agency fees as indicated above.

Signature: _____

Date: _____

Please return form to the PFT Office or to a Union Representative



Designation of Beneficiary for Accidental Death and Dismemberment Policy

AFT PLUS

Member's Name _____ Social Security No. _____
Email Address _____ Local Union No. _____
Policyholder: American Federation of Teachers Policy No. C-6363
Name of Beneficiary _____
Address _____
City _____ State _____ Zip Code _____
Signature of Member _____ Date _____
(Required)

This card, when completed, is to be retained by the local until coverage under the policy terminates with respect to the named member, unless sooner changed or revoked by the member.

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