

APPENDICES

2009-2010

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Peralta Community College District

2009-2010 ACADEMIC CALENDAR

Fall 2009

Spring 2010

JULY Su M T W Th F S 01 WO HO HO 05 R 07 08 09 10 11 12 13 14 WW 16 17 18 19 20 21 22 23 24 25 26 FX FX FX FX L	JAN. Su M T W Th F S HO 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 HO PD PD FD 22 S 24 25 26 27 28 29 30 31
AUG. Su M T W Th F S 01 02 03 04 05 06 HO 08 09 10 11 12 13 14 15 16 17 PD PD FD 21 S 23 24 25 26 27 28 29 30 31	FEB. Su M T W Th F S 01 R 03 04 05 LA 07 CD 09 10 11 HO HO HO HO WO 17 18 19 20 21 22 23 24 25 26 27 28
SEPT. Su M T W Th F S R 02 03 04 LA 06 HO CD 09 10 11 12 13 14 15 16 17 18 WO 20 21 22 23 24 25 26 27 28 29 30	MAR. Su M T W Th F S 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 P 20 21 22 23 24 PD 26 27 28 29 30 31
OCT. Su M T W Th F S 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 PD 21 22 P 24 25 26 27 28 29 30 31	APR. Su M T W Th F S 01 02 03 HO HO HO HO HO HO HO 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 WW
NOV. Su M T W Th F S 01 02 03 04 05 06 07 08 09 10 HO 12 13 14 15 16 17 18 19 20 21 22 23 24 WW HO HO HO HO 30	MAY Su M T W Th F S 01 02 03 04 05 06 07 08 09 10 11 12 13 HO 15 16 17 18 19 20 21 LS 23 FX FX FX FX L 29 30 HO
DEC. Su M T W Th F S 01 02 03 04 05 06 07 08 09 10 11 LS 13 FX FX FX FX L 19 20 21 22 GD HO HO 26 27 28 29 30 HO	JUNE Su M T W Th F S 01 02 03 GD 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 FD 22 23 24 25 26 27 28 29 30

KEY:

CD = Census Date

FD = Instruction Begins

FX = Final Exams

GD = Grade Rosters/Rollbooks Due

HO = Holiday

L = Final Exams & Instruction Ends

LA = Last Day to Add Classes

LS = Saturday Instruction Ends

P = Last Day to Petition for AA/AS Degree or Cert.

PD = Professional Day

R = Last Day to Drop Class with a Refund

S = Saturday Instruction Begins

WO = Last Day to Drop Class w/o a "W"

WW = Last Day to Drop Class with a "W"

APPROVED:

1/15/09

Wise E. Allen

Wise E. Allen, Vice Chancellor, Ed. Services

APPROVED:

1/15/09

Debra Weintraub

Debra Weintraub, PFT President

**Contract 25 step schedule 2007-08, including additional 1.18% COLA
and equalized 25 step schedule (no more longevity)**

Steps	A	B	C	D	E
1	\$ 36,845	\$ 39,679	\$ 42,504	\$ 45,385	\$ 48,217
2	\$ 39,082	\$ 41,915	\$ 44,803	\$ 47,625	\$ 50,460
3	\$ 41,383	\$ 44,212	\$ 47,039	\$ 49,816	\$ 52,680
4	\$ 43,625	\$ 46,458	\$ 49,287	\$ 52,203	\$ 54,912
5	\$ 45,872	\$ 48,699	\$ 51,586	\$ 54,337	\$ 57,083
6	\$ 48,166	\$ 51,000	\$ 53,768	\$ 56,516	\$ 59,264
7	\$ 50,414	\$ 53,193	\$ 55,946	\$ 58,695	\$ 61,504
8	\$ 52,623	\$ 55,377	\$ 58,174	\$ 60,925	\$ 63,682
9	\$ 54,856	\$ 57,600	\$ 60,351	\$ 63,114	\$ 65,849
10	\$ 57,031	\$ 59,784	\$ 62,533	\$ 65,291	\$ 68,091
11	\$ 59,250	\$ 62,004	\$ 64,727	\$ 67,526	\$ 70,274
12	\$ 61,470	\$ 64,223	\$ 66,936	\$ 69,703	\$ 72,454
13	\$ 63,689	\$ 66,442	\$ 69,147	\$ 71,915	\$ 74,664
14	\$ 65,908	\$ 68,661	\$ 71,366	\$ 74,126	\$ 76,875
15	\$ 68,127	\$ 70,881	\$ 73,585	\$ 76,337	\$ 79,085
16	\$ 70,347	\$ 73,100	\$ 75,804	\$ 78,545	\$ 81,297
17	\$ 72,566	\$ 75,319	\$ 78,024	\$ 80,765	\$ 83,506
18	\$ 74,785	\$ 77,538	\$ 80,243	\$ 82,984	\$ 85,725
19	\$ 77,004	\$ 79,758	\$ 82,462	\$ 85,203	\$ 87,945
20	\$ 79,223	\$ 81,977	\$ 84,681	\$ 87,422	\$ 90,164
21	\$ 81,443	\$ 84,196	\$ 86,900	\$ 89,641	\$ 92,383
22	\$ 83,662	\$ 86,415	\$ 89,120	\$ 91,861	\$ 94,602
23	\$ 85,881	\$ 88,634	\$ 91,339	\$ 94,080	\$ 96,821
24	\$ 88,100	\$ 90,854	\$ 93,558	\$ 96,299	\$ 99,041
25	\$ 90,320	\$ 93,073	\$ 95,777	\$ 98,518	\$ 101,260

07-08 Hourly schedules, including additional 1.18% COLA and 7th step

	1	2	3	4	5
60% prorata					
1	\$ 42.11	\$ 45.35	\$ 48.58	\$ 51.87	\$ 55.11
2	\$ 44.67	\$ 47.90	\$ 51.20	\$ 54.43	\$ 57.67
3	\$ 47.30	\$ 50.53	\$ 53.76	\$ 56.93	\$ 60.21
4	\$ 49.86	\$ 53.09	\$ 56.33	\$ 59.66	\$ 62.76
5	\$ 52.43	\$ 55.66	\$ 58.96	\$ 62.10	\$ 65.24
6	\$ 55.05	\$ 58.29	\$ 61.45	\$ 64.59	\$ 67.73
7	\$ 57.62	\$ 60.79	\$ 63.94	\$ 67.08	\$ 70.29
75% prorata					
1	\$ 52.64	\$ 56.68	\$ 60.72	\$ 64.84	\$ 68.88
2	\$ 55.83	\$ 59.88	\$ 64.01	\$ 68.04	\$ 72.09
3	\$ 59.12	\$ 63.16	\$ 67.21	\$ 71.17	\$ 75.26
4	\$ 62.32	\$ 66.37	\$ 70.41	\$ 74.58	\$ 78.44
5	\$ 65.53	\$ 69.57	\$ 73.70	\$ 77.63	\$ 81.55
6	\$ 68.81	\$ 72.86	\$ 76.81	\$ 80.74	\$ 84.66
7	\$ 72.02	\$ 75.99	\$ 79.92	\$ 83.85	\$ 87.86

APPENDIX 16
DEPARTMENT CHAIRPERSON – JOB DESCRIPTION
TENTATIVE AGREEMENT

The Peralta Community College District (the “District”) and the Peralta Federation of Teachers (the “PFT) hereby agree to the following new job description for Department Chairperson in Appendix 16.

Under the supervision of the Division Dean, 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 Division Dean and department faculty and staff.
2. Be available and listen to inquiries, complaints or issues raised about department matters. Attempt to resolve matters on a department level.
3. After consultation with department faculty, recommend class schedules to the Division Dean.
4. Assist in identifying part-time faculty for temporary positions.
5. Consult on the development of selection committees for part-time faculty and classified staff within the department. Serve on and/or assist in the development of selection committees for regular faculty, as specified in Peralta Board Policies and Procedures.¹
6. Serve on and/or assist in the development of regular and part-time faculty evaluation committees (no more than the number permitted by the PFT contract), as specified in the PFT Contract and Peralta Board Policies and Procedures.
7. Participate in the orientation of new faculty and classified staff in the department.
8. May recommend, monitor and maintain department budgets.
9. Represent the department at appropriate division, administrative, college, and district meetings.
10. May serve on and/or assist in the appointment of department faculty to accreditation committees.
11. Coordinate course reviews, revisions, additions and deletions, changes in course outlines and catalogue changes. Assume responsibility for meeting Curriculum Committee deadlines and disseminating information about curriculum changes to department members.
12. Facilitate meeting accreditation standards, for example, assist department faculty to develop Student Learning Outcomes (SLO) and College Education Master Plan and other college-wide plans as required and work with faculty to write program reviews and unit plans.
13. Convene regularly scheduled department meetings.
14. Assist the Division Dean with student recruitment and community outreach efforts.
15. May maintain files on current course outlines, syllabi, textbook orders and class schedules.

¹ PCCD Board Policy 3.26, Faculty Hiring Procedures, approved 10/10/2000

ARTICLE 14 TENTATIVE AGREEMENT

The Peralta Community College District (the "District") and the Peralta Federation of Teachers (the "PFT") hereby agree to the following addition to Article 14 – Special Assignments.

E. Department Chair Evaluation Procedure

The Peralta Community College District ("District") recognizes the importance of providing a quality, rewarding educational experience for its students, staff, and faculty. The District also recognizes that the success of achieving this goal will require better and improved communication among its stakeholders, including students, faculty members, department chairs, and the administration. To do that, the District is committed to providing timely feedback to department chairs in order for them to effectively carry out their responsibilities and at the same time promote collegiality among its faculty ranks.

The purpose of this procedure is to provide for efficient resolution of educational matters related to curriculum development, scheduling, budget development, and other related duties and responsibilities as specified in the Department Chair job description (Appendix A16).

A Dean shall meet with a Department Chair no later than December 15th to review the chair's performance for the preceding three months. The chair will receive a written evaluation and, if necessary, a needs improvement work plan containing future performance objectives for the next three months. The Dean is responsible for documenting the meeting and to follow up on any concerns the chair may have.

For those Chairs who have received a needs improvement work plan and have failed to meet the performance objectives in the intervening three months, the dean shall convene a second meeting no later than March 1st and shall issue another written evaluation and needs improvement work plan to the chair. The chair may submit a written rebuttal to the written evaluation within five (5) working days after said meeting. The Chair may request a "vote of confidence" election from his/her department. If an election is to be held, it shall take place no later than March 10th and the ballots should be counted no later than March 20th.

The ballot will be conducted with a double envelope, secret ballot election on the issue, with a vote on whether the chair is performing "satisfactory" or "unsatisfactory".

Copies of the evaluation, the needs improvement work plan, the rebuttal (if provided) and the election result shall be forwarded to the Vice President of Instruction and the College President.

LETTER OF AGREEMENT FOR
EXTENSION OF COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE PERALTA COMMUNITY COLLEGE DISTRICT
AND THE PERALTA FEDERATION OF TEACHERS
THROUGH JUNE 30, 2010

The Peralta Community College District (the "PCCD") and the Peralta Federation of Teachers (the "PFT") have met in good faith and reached the following agreement:

All provisions of the 2004-2009 Collective Bargaining Agreement will be extended through June 30, 2010.

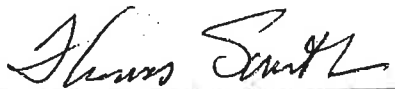
Both parties agree that:

- a. All dates in the 2004-2009 Agreement will be extended to reflect the extension;
- b. All represented employees shall receive Peralta's state provided COLA for 2009-2010.
- c. Sabbaticals and other similarly worded provisions of the 2004-2009 Agreement will be prorated. For example, the 2004-2009 Agreement provides 3.0 FTE sabbaticals per year. 3.0 FTE sabbaticals will be awarded in 2009-10 (to be taken during 2010-2011), with all deadlines and timelines adjusted accordingly.
- d. Current practice for office hours and part-time health benefits will continue for FY 2009-10, even if those categories are eliminated from the state budget in 2009-10,
- e. Current practice for parity pay will continue for FY 2009-10 as long as the state continues to fund parity as a specific program in the budget.

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

Dated: December 2, 2008

FOR DISTRICT:



Thomas Smith
Vice Chancellor for Finance and
Administration, PCCD

Dated: 12/2/08

FOR PFT:



Deborah Weintraub
President, PFT

①

**Side Letter Agreement
Regarding Maximum Hourly Load**


As of January 1, 2009, AB 591 will raise the maximum load which an hourly instructor can teach every semester without becoming a contract employee, from 60% to 67% (from 9 equated semester hours to 10 equated semester hours).

In accordance with that change, the Peralta Federation of Teachers (the "PFT") and the Peralta Community College District (the "PCCD") agree to the following change in both the Collective Bargaining Agreement (CBA) and the Appendix: (CBA, Article 30, p 93 and APPENDIX A20, p 120):

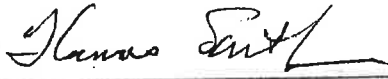
C. Base Load

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%~~ **67%** 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.

SO AGREED, September 8, 2008


Rick Greenspan
Chief Negotiator
Peralta Federation of Teachers (PFT)

SO AGREED, September 8, 2008


Thomas L. Smith
Vice Chancellor, Finance and
Administration
Peralta Community College District



Peralta Community College District

AGREEMENT REGARDING THE REVISED PROCEDURES FOR BOARD POLICY 3.31, AND THE RESPECTIVE FORMS, FOR EVALUATING PART-TIME FACULTY PURSUANT TO ARTICLE 30H OF THE PFT-PCCD COLLECTIVE BARGAINING AGREEMENT [Revised January 2009]

This agreement is subject to approval of the PFT in accordance with its procedures.

PFT and PCCD agree to the following:

1. New forms (attached) will be used for all tenured, part-time and LTS evaluations, beginning in Spring 2009. *Note that the new Self Evaluation form does not require review of current student evaluations, and will usually be completed by the day of the planned Faculty / Classroom Evaluation.*
2. A streamlined evaluation procedure for both tenured and part-time/LTS faculty (BP 3.30B and 3.31) will be negotiated by Spring 2010.
3. For Spring, 2009 (only):

- A. During the first 5 weeks of the semester, the Department Chairs will create the first semester plan of what will be a 3-year (6-semester) evaluation timeline (schedule) for all hourly and tenured faculty in their department/cluster. If Department Chairs do not meet the deadline, the Dean will create the first semester of the 3-year evaluation timeline during the 6th week of the semester. A copy of the schedule shall be sent to the Dean, Vice President, Vice Chancellor of Ed Services, and the PFT.

By the 9th week of the semester, the entire 3-year (6-semester) evaluation schedule should be completed by the Department Chair. If the Department Chair does not complete this task, the Dean will complete this list the 10th week. When creating the 3-year evaluation schedule, the Department Chair (or Dean) shall make a good faith effort to apply the following priority system:

- 1) Part-time/LTS faculty evaluations shall be prioritized as follows:
 - a) Any LTS for 2008-09 who has not already been evaluated.
 - b) New part-time hires who worked both Fall 08 and Spring 09 who have not been evaluated previously, including a faculty member who successfully completed the Faculty Diversity Internship Program.
 - c) In order of seniority by hire date, with most senior faculty first (hire dates shall be provided by the District).
 - d) At least 25% of the faculty scheduled for evaluation during Spring 2009 shall be in category "c" above, even if that means extra evaluations during Spring 2009.
 - e) If evaluated within the last 3 years, the next evaluation shall be 3 years after the last evaluation.
- 2) Tenured faculty evaluations shall be prioritized as follows:
 - a) If evaluated within the last 3 years, the next evaluation shall be 3 years after the last evaluation.
 - b) If not evaluated within the last 3 years, evaluations shall be scheduled in order of seniority, with most senior faculty first (hire dates shall be provided by the District).

- 0-2
- B. For each faculty member scheduled for evaluation during Spring 2009, the Department Chair shall choose a single evaluator during the first 5 weeks of the semester. If the Department Chair does not meet the deadline, the Dean shall choose a single evaluator during week 6 of the semester. In either case, the faculty member may 'challenge' that evaluator during the 2 weeks following notification. If the faculty member challenges the evaluator, the evaluation will be conducted by a new evaluator no later than Fall 2009 (using the new streamlined procedure). The option of challenging a faculty evaluator may only be exercised once during the three year evaluation cycle period.
 - C. Tenured contract faculty can be assigned a maximum of 3 evaluations (for part-time, LTS and tenured contract evaluations) during the 2008-2009 academic year.
 - D. Part-time faculty may evaluate other part-time faculty and contract faculty may evaluate more than 3 faculty. All evaluations by part-time faculty (as evaluators) and any contract faculty evaluations over 3 shall be mutually agreed upon by the faculty member evaluator, the Dean and the Department Chair. All evaluations by a part-time faculty member shall be paid a \$60 stipend. All evaluations over 3 (during the 2008-09 academic year) by a tenured contract faculty shall also be paid a \$60 stipend. The payment shall be made if a faculty evaluator completes his/her responsibility, even if an administrator does not fulfill his/her responsibility in the process.
 - E. Any part-time faculty member eligible for the Part-time Faculty Rehire Preference Pool who received a summary report evaluation of "superior" during the last 3 years, (since Jan 1, 2005) or Exemplary or surpasses requirements on updated form, shall be placed in the College Part-time Faculty Rehire Preference Pool.
 - F. All part-time evaluations conducted during Spring 2009 shall be valid evaluations for the purpose of the Part-time Faculty Rehire Preference Pool (Article 30H). All those part-timers who qualify for the Part-time Faculty Rehire Preference Pool shall be placed in the College Part-time Faculty Rehire Preference Pool and their names and base load sent to the Vice Presidents at the College, the Vice Chancellor of Ed Services and the PFT President. The part-time faculty member shall also receive written notification of admission to the College Part-time Faculty Rehire Preference Pool and of their base load.
 - G. Part-time faculty shall have a one-time right, after their first evaluation, to request another evaluation that must be completed before the end of following semester. The second evaluation will be the determining evaluation for the preferential hiring pool. The evaluator in such an evaluation shall be chosen by a lottery system (which will be developed in time for Fall 2009 evaluations).

SO AGREED. Feb 2, 2009

SO AGREED. FEB 2, 2009


Debra Weintraub, PFT President


Wise E. Allen, VC Ed. Services for PCCD

**AGREEMENT REGARDING EVALUATION LOTTERY
FOR PART-TIME EVALUATIONS**

This agreement is subject to approval of the PFT in accordance with its procedures

PFT and PCCD agree to the following:

Lottery system

A. When it is necessary to choose an evaluator by lottery, the lottery process shall be started by the Dean during or before the 6th week of the semester. The Dean shall notify the college PFT co-chairs, the Academic Senate President, the college Vice President of Instruction and the faculty evaluatee for whom the lottery is being held that a Lottery pool will be created and a Lottery drawing will take place. The Dean shall further notify all parties of the actual lottery drawing at least 5 business days in advance, so that they may observe the drawing if they choose to do so.

B. When it is necessary to choose an evaluator by lottery, the College Academic Senate President, one PFT Chapter Co-Chair (designated by the PFT Chapter Co-Chairs), and the college Vice President of Instruction shall jointly assign eligible faculty members to a Lottery pool consisting of at least 4 individuals. Faculty in the Lottery should be in the same or related disciplines. The Lottery pool shall consist of:

(1) Contract faculty in the same or related disciplines who have not been assigned three evaluations during that academic year. An evaluator who was "challenged" by that evaluatee or an evaluator who did the 'first evaluation' on that evaluatee (specified in parts 3B or 3G of January 2009 agreement) shall not be included.

(2) Contract faculty in the same or related disciplines who have already been assigned three evaluations during that academic year and have agreed to be included in the Lottery pool.

(3) Currently employed part-time faculty may also be added to the Lottery pool if they agree to be included and if the Dean and Dept Chair both concur.

C. If a part-time faculty member or a contract faculty member already doing 3 evaluations in the academic year is chosen to do the lottery evaluation, the faculty member shall be paid a \$60 stipend.

SO AGREED. June 4, 2009

Debra Weintraub

Debra Weintraub, PFT President

SO AGREED. June 4, 2009

Wise E. Allen

Wise E. Allen, VC Ed. Services for PCCD

1

SIDE LETTER ON CHANGES TO ARTICLE 26: LEAVES

This letter is subject to approval of the PFT in accordance with its procedures.

The Peralta Federation of Teachers (the "PFT") and the Peralta Community College District (the "PCCD") agree to the following changes in Article 26, LEAVES:

G. Maternity Parental Leave

Maternity Parental leave shall be granted to contract, regular, long-term substitute and temporary, part-time faculty employees subject to the provisions of the sick leave article of this Agreement for ~~illness due to pregnancy, termination of pregnancy, childbirth or recovery therefrom~~ the birth and/or care of the newborn child of the employee or for placement with the employee of a son or daughter for adoption or foster care.

U. Family Care Leave

1. Any eligible faculty member shall be granted an unpaid leave of absence for family care pursuant to California State Law and Federal Law, once they have exhausted all their paid leaves in this contract. The leave may be used

* for the birth and care of the newborn child of the employee;

* for placement with the employee of a son or daughter for adoption or foster care;

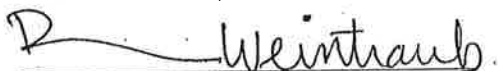
* to care for an immediate family member (spouse, child, or parent) with a serious health condition; or

* to take medical leave when the employee is unable to work because of a serious health condition.

2. Faculty members on unpaid family care leave shall be covered by the District for medical, dental, life and disability benefits only.

3. A faculty member ~~may~~ shall be authorized to use of up to fifteen (15) days of accrued sick leave in any school year ~~during a period of family care leave. This fifteen (15) days accrued sick leave usage shall include any personal emergency leave that has been used during the same school year.~~ to care for an immediate family member (spouse, child, or parent) with a serious health condition.


SO AGREED, 2009



Debra Weintraub

Peralta Federation of Teachers (PFT)

SO AGREED, 2009

 4.22.09

Thomas L. Smith

Vice Chancellor, Finance and
Administration

5

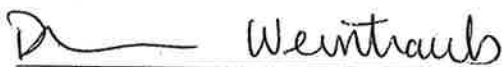
SIDE LETTER ON ON-LINE CLASS EVALUATION

This letter is subject to approval of the PFT in accordance with its procedures. This letter shall take the place of the November 2008 Side Letter on On-Line Class evaluations.

The Peralta Federation of Teachers (the "PFT") and the Peralta Community College District (the "PCCD") agree to the following :


1. In any situation where an instructor can be evaluated in either a classroom setting or on-line, the instructor shall be evaluated in a classroom setting (unless part of the pilot project, see 3 below).
2. In circumstances where evaluations of on-line classes must be conducted to comply with the Ed Code:
 - a. Student evaluations shall be conducted on the web, using identical questions to those in the currently approved student evaluation form.
 - b. The Faculty Evaluator and Evaluatee shall make a good faith effort to agree on a classroom observation plan which will allow the Evaluator to fill out the current Classroom Observation form for the on-line class and follow, as best they can, the current evaluation procedures. This shall include a pre-evaluation meeting, an evaluation, and a post-evaluation meeting. These meetings may be conducted on line. The Evaluator will spend at least one hour observing the on-line class, but is not limited to one hour.
 - c. Deans and Department chairs will make a good faith effort to insure that evaluators of on-line classes have experience in on-line instruction.
3. Beginning in Fall 2009, the PFT and PCCD will work together on a pilot project to evaluate the use of web-based student evaluations for regular classes. For the purpose of this project, web-based student evaluations shall only be used in evaluations of tenured faculty, if both evaluator and the instructor being evaluated agree to participate.

SO AGREED, 2009



Debra Weintraub, PFT President

SO AGREED, May 5 2009



Wise E. Allen, VC Ed. Services for PCCD

LETTER OF AGREEMENT ON DISTANCE EDUCATION MATERIALS COPYRIGHT

This letter is subject to approval of the PFT in accordance with its procedures.

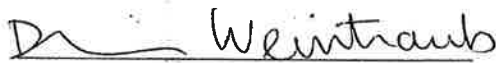
The Peralta Federation of Teachers (the "PFT") and the Peralta Community College District (the "PCCD") agree to the following addition to Article 33:

(Section C)

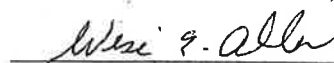
4. Copyright on Distance Education Materials

- a. The copyright on all course materials developed by a faculty member for use in District Education, including specific distance education classes, shall belong 100% to that faculty member, unless a separate agreement is negotiated. (see section c below) The District shall not utilize such material in any way without written permission from that faculty member.
- b. This copyright section does not apply to course outlines and other materials (such as catalogue descriptions) submitted to the District specifically for accreditation or publicity.
- c. The District and faculty may, in lieu of 4.a. above, execute a separate agreement where the member is commissioned or engaged, at his/her discretion, to develop materials for a specific Distance Education Course, in which case the terms of that agreement shall prevail. The agreement must be on the "District Ownership of On-line and Web Based Material" Form (see Appendix).

SO AGREED, 2009


Debra Weintraub, PFT President

SO AGREED, MAY 5, 2009


Wise E. Allen, VC Ed. Services for PCCD

District Ownership of On-line and Web Based Material

Faculty Member's Name

College

Discipline

In detail, describe the work being done, including the specific deliverables (identify what exactly the District is buying?)

Date work starts

Date work due

Date Delivered

Hourly rate of Pay

Total amount for the Project

Extra Service or Part of Load

Ancillary (Signature of PFT President)

District ownership shall cease, and the work shall revert to ownership by the faculty member, after the following date: _____

Faculty Member Signature*

Date

Vice Chancellor Ed. Services

Date

Note: By signing this form the faculty member is agreeing to give the PCCD copyright, patent, use, and royalty rights until the date specified above.



Peralta Community College District

333 East Eighth Street · Oakland, California 94606 · (510) 466-7200

February 26, 2007

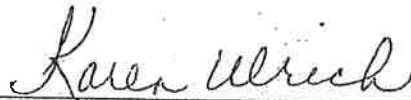
This letter is to document the procedure for notifying Respondents named in EEO complaints who are members of the PFT. It is the intent of Employee Relations to act in good faith and in fairness in notifying Respondents of the PFT of allegations filed against them - prior to the commencement of an investigation.

Respondents will be sent the attached *Respondent's Notification Summary* form, completed and executed by the Director of Employee Relations. The summary section of this form will include the following:

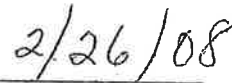
- (If appropriate) the name of the Complainant
- Where the incident allegedly occurred
- When the incident allegedly occurred
- What allegedly occurred

Respondents will be informed by Employee Relations, prior to the investigation, that they have the right to union representation. If the investigation findings result in disciplinary action against the Respondent, and the Respondent chooses to exercise their right to appeal, a copy of the investigation report will be provided.

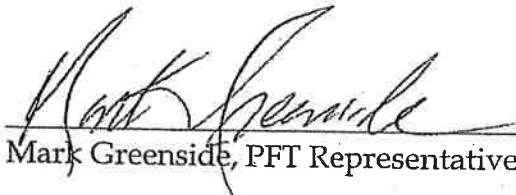
It is understood that PFT and the employee do not waive any rights to receive a copy of the complaint.



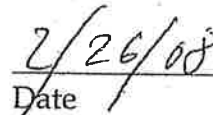
Karen Ulrich, Director of Employee Relations



Date



Mark Greenside, PFT Representative



Date

PERALTA COMMUNITY COLLEGE DISTRICT
RESPONDENT'S NOTIFICATION SUMMARY
Unlawful EEO Complaint

The Office of Employee Relations has received a formal complaint of allegations naming you as the Respondent. An investigation into the allegations is required by law and will commence promptly. You will be contacted by Employee Relations to schedule an appointment to meet for an investigative interview with you.

Date Complaint Filed: _____

Complaint based on the following category:

- | | | | |
|--------------------------------|--|--|--|
| <input type="checkbox"/> Age | <input type="checkbox"/> Ethnic Group Identification | <input type="checkbox"/> Physical Disability | <input type="checkbox"/> Sexual Orientation |
| <input type="checkbox"/> Race | <input type="checkbox"/> Mental Disability | <input type="checkbox"/> Religion | <input type="checkbox"/> Sex (includes Harassment) |
| <input type="checkbox"/> Color | <input type="checkbox"/> National Origin | <input type="checkbox"/> Retaliation | <input type="checkbox"/> Other |

Summary of all Allegations Made by Complainant: (If during the course of the investigation, additional allegations are made, you will be notified in writing and provided a complete summary of the new allegations).

You have not been charged with any wrongdoing. After the conclusion of the investigation you will be notified of the findings by mail. If you would prefer the findings not be mailed to your resident address, please make this known and you may personally pick up the letter of findings from Employee Relations.

Please be reminded that retaliation of any kind against the complaining party constitutes a violation of state and federal laws as well as District Policy.

If this investigation results in a recommendation of discipline, you will be notified of the recommendation and if necessary, provided with a full copy of the investigation report.

If you have questions about the complaint or the process you may contact the Director of Employee Relations at 510/466-7252.

 Karen Ulrich
 Director of Employee Relations

 Date

Letter of Agreement

The parties agree to amend the Tenure Track Faculty Evaluation Policies and Procedures as follows: The last sentence of Article 1, Section C, paragraph h ("The term of their evaluation for tenure shall be extended/adjusted accordingly") shall be eliminated for reasons of clarity, consistency, and to be in accordance with Ed Code section 87776, and the terms of this Agreement.

The parties agree, as per Ed Code 87776, that sick leave, banked leave, and all other paid leaves, when granted, shall not "be construed as a break in service in the continuity of service required for the classification of the employee as tenure(d)." Time spent on paid leave shall count towards the service percentages set forth below.

The parties agree that a probationary faculty member shall "have completed his or her first contract year if he or she provides service for 75% of the first academic year." This requirement applies only to the first year of tenure-track service. Thereafter, the following conditions apply during year two, three, and four for an employee to receive tenure-track service credit:

- a. The employee must have an equated load consisting of more than .67 percent of a full-time load for the academic year; and
- b. Notwithstanding any compensated leave, the Tenure Review Committee and the District shall have been afforded sufficient time to complete the required evaluations of the employee during the academic year.

Dated:

9/29/08

Wise Allen

Wise Allen, PCCD

Dated:

9/29/08

Mark Greenside

Mark Greenside, 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.*

2009-2010 Academic Year and Summer

Contract/Regular Faculty

Dues are based on **0.01493*** of gross salary, plus approved AFT/CFT pass-through, due each month of employment. *(or current approved rate)

Part Time/Hourly Faculty

Dues are **\$16.60** for each month of employment at **3 equated hours or less**

Dues are **\$28.59** 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 this form to the PFT Office in any of the following ways: ✓

By mail → 500 East Eighth Street, Suite B, Oakland CA 94606

By fax → 510-763-1140



A Union of Professionals

AFT +
Member Benefits

Designation of Beneficiary for Accidental Death and Dismemberment Policy

Member's Name _____ Social Security No. _____

Email Address _____ Local Union No. _____

Policyholder **American Federation of Teachers** Policy No. **C-4363**

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 removed from the union's records with respect to the named member.