

**TENTATIVE AGREEMENT
2016-2019 Successor Agreement**

**BETWEEN PERALTA COMMUNITY COLLEGE DISTRICT &
PERALTA FEDERATION OF TEACHERS**

The Peralta Community College District (“District”) and the Peralta Federation of Teachers (“PFT”) have met in good faith and hereby agree to the following:

Article 30H (Part-Time Faculty Seniority within Preferred Hiring Pool) will be modified as follows:

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 and student services programs.

The District and the PFT recognize that the success of its instructional and student services programs 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, Part-time faculty in the College Preferred Hiring Pool will be given preference in assignment over Part-time faculty in the Non-Preferred Hiring Pool (see #4 below for specifics). Within the Preferred Hiring Pool, seniority will be considered as specified in “d” below. 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 OR Long-Term Substitute (LTS) in the College(s)/Discipline(s) for at least **eight** of the last **twelve** semesters, or currently employed part-time faculty who have successfully completed the Peralta Faculty Diversity Internship program.
 - b. Performance Evaluation:
 - 1) A "surpasses standards requirements" performance evaluation¹ or better shall be required for initial entry into the Preferred Hiring Pool. The Performance Evaluation will be based on peer classroom evaluations, student evaluations, self-evaluation, the

¹ The Evaluation rating system for part time Peralta evaluations shall be :

- 1) Is exemplary
- 2) Surpasses requirements
- 3) Meets all requirements

administrative evaluation, an optional administrative classroom evaluation, and an optional non-classroom evaluation form. A summary evaluation form will summarize the evaluations in each of these areas and provide the overall performance evaluation rating.

- 2) Once in the Part-Time Faculty Seniority within Preferred Hiring Pool a "meets all requirements" performance evaluation or better shall be required for an instructor to remain in the Preferred Hiring Pool.
- 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. If the administrator does not complete a classroom evaluation, the administrator may not vote on the summary evaluation rating. This classroom evaluation shall conform to the process currently used for administrative (supervisor) classroom evaluation in the Tenure Track evaluation process (Tenure Track policy, Sec II A 3). The non-classroom administrative evaluation is required whether or not the administrator conducts a classroom evaluation.
 - b) For instructional faculty, the Self-Evaluation shall include (in addition to the existing Self-Evaluation form) a listing of all assignments; a copy of the syllabus; 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 5 hours of Staff Development credit per evaluation for his/her service. If mutual agreement cannot be reached, the faculty evaluator will be chosen by 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.
 - (2) For the Initial Evaluation, the 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 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. 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 Subsequent Evaluations, the Faculty Evaluator will be chosen by mutual agreement of the Department Chair and the part-time 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 his/her service. If agreement on a Faculty Evaluator cannot be reached, the Faculty Evaluator will then be chosen by lottery, as per 3c (1) above. The evaluator chosen by lottery may not be challenged.
- d) The Summary Evaluation Report rating shall be decided by a majority of committee members who did classroom observations and evaluations, including the administrator, if the administrator does a classroom observation/evaluation. If the administrator does not complete a classroom observation/evaluation, the administrator may not participate in the summary evaluation. 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 (TR handbook).
- e) If the student evaluations or peer classroom evaluation(s) 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 faculty member 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.
- f) The evaluation schedules for the faculty identified in #1 above shall conform to 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 within the College discipline(s), with due consideration to maintaining and enhancing diversity.

Non-Preferred Hiring Pool consists of part-time faculty members currently employed by the District but not in the Preferred Hiring 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 College Preferred Hiring Pool, the Division Dean or designee shall consider faculty members currently employed in the department discipline or at another college in the District who are 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.

- c. Faculty assignments shall comply with Article 18-A-12.
- d. Seniority: Within the Preferred Hiring Pool, part-time faculty assignments shall be made by seniority up to base load as follows:
 - 1) When assignments are made, the part-time faculty members' availability and preference will be considered. Such availability and preference is to be provided to the VPI (or designee) by December 15 for the following fall semester and by May 15 for the following spring semester using the agreed upon preference form.
 - 2) If all faculty in the Preferred Hiring Pool are assigned their base load, additional classes may be assigned to either part-time faculty in the Preferred Hiring Pool or to part-time faculty not in the Preferred Hiring Pool irrespective of seniority.
 - 3) In the event that there are not enough scheduled classes available for an upcoming semester (in a particular department in a college) to allow all part-time faculty in the Preferred Hiring Pool to be assigned their base load, classes will be assigned by seniority up to base load for each faculty on the list starting with the most senior faculty member until all classes have been assigned.
 - a. Exceptions to this process shall only be by mutual agreement of the faculty members affected and approval of the Vice President of Instruction (or designee).
 - 4) In the event that seniority is not used to make an assignment, an explanation shall be provided along with the 60-day letter of assignment.
The explanation shall be based on the knowledge, skills, and abilities required for the position and may consider such things as: possession of unique job-related skills, possession of specific licensing requirements, and/or possession of unique experience. The required letter of explanation to the faculty member shall indicate the skills, licensing and/or experience upon which the selection decision was made. Employment performance, evaluations, discipline history, and/or complaint history shall not be considered in the decision.

The explanation shall cover only a specific class for one semester.

e. Program Operational Components:

1) 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, Faculty Senate Presidents and College Department Chairs.

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) by discipline from his/her desktop. Part-time employees shall have computer access to his/her 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 #3 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 4 weeks of the start of each semester.

2) Assignment

Members of the Preferred Hiring Pool shall be offered assignments for his/her Base Load (see #3 below) if such assignments are available. Assignments beyond Base Load are not precluded by this agreement. The College retains the right of assignment of regular or contract faculty and to cancel part-time assignments based on the needs of the College and the District.

3) Base Load

The base load of a part-time instructor shall be the average equated hours assigned to the part-time faculty member in each discipline 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 67% of Base contract load. Base Load for former Diversity Interns shall be based on his/her 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 College Rehire Preference List, as long as he/she qualifies. 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.

Article 30H-4-E will be replaced by the following:

E. Seniority

Within the Preferred Hiring Pool, part-time faculty assignments shall be made by seniority up to base load as follows:

- 1) When assignments are made, the part-time faculty members' availability and preference will be considered. Such availability and preference is to be provided to the Vice President of Instruction (or designee) by December 15 for the following fall semester and by May 15 for the following spring semester using the agreed-upon preference form.
- 2) If all faculty in the Preferred Hiring Pool are assigned their base load, additional classes may be assigned to either part-time faculty in the Preferred Hiring Pool or to part-time faculty not in the Preferred Hiring Pool irrespective of seniority.
- 3) In the event that there are not enough scheduled classes available for an upcoming semester (in a particular department in a college) to allow all part-time faculty in the Preferred Hiring Pool to be assigned their base load, classes will be assigned by seniority up to base load for each faculty on the list starting with the most senior faculty member until all classes have been assigned.
 - a) Exceptions to this process shall only be by mutual agreement of the faculty members affected and approval of the Vice President of Instruction (or designee).
- 4) In the event that seniority is not used to make an assignment, an explanation shall be provided along with the 60-day letter of assignment.

The explanation shall be based on the knowledge, skills, and abilities required for the position and may consider such things as: possession of unique job-related skills, possession of specific licensing requirements, and/or possession of unique experience. The required letter of explanation to the faculty member shall indicate the skills, licensing and/or experience upon which the selection decision was made. Employment performance, evaluations, discipline history, and/or complaint history shall not be considered in the decision.

The explanation shall cover only a specific class for one semester.

F. Transition Plan to Implement for Fall 2018 Assignments:

- Faculty in "Meets Standards" category can request a new evaluation in Fall 2017.
- If, at the end of the Fall 2017 evaluation, a faculty member receives a "Meets Standards" rating and requests a second evaluation, the person will be placed into the Seniority Pool until the second evaluation is completed in Spring 2018, for the purposes of Fall 2018 assignments.
- The faculty member will be provided a baseload assignment in Fall 2018, pending their Spring 2018 evaluation results.
- At the end of Spring 2018, the second evaluation will determine whether the part-time faculty is in or out of Seniority within the Preferred Hiring Pool.

- If any evaluation is not completed in accordance with the evaluation process (at no fault of the faculty), and the faculty meets the time requirements of 8 out of 12 semesters, the faculty will remain, or be placed into the Seniority within the Preferred Hiring Pool.

G. Criteria for Eligibility for Seniority within the Preferred Hiring Pool:

- Eligibility for Seniority Pool will require 8 out of 12 semesters for all faculty who are not in the Preferred Hiring Pool as of Fall 2017.
- A “Surpasses” or “Exemplary” Evaluation is needed to enter or remain in the Seniority within the Preferred Hiring Pool.
- Once in the Seniority within the Preferred Hiring Pool, a faculty member who receives a “Meets Standards” requirements can request a second evaluation for the following semester.

*Faculty member will stay in the Pool until the second evaluation is completed.

- An improvement plan will be developed by the responsible Dean, in collaboration with the department chair before the end of the semester in which the first evaluation occurs. The terms of that improvement plan will need to be met the following semester as part of the second evaluation.
- “Improvement Plan” guidelines and timeline should use tenure track language modified to fit part-time evaluation process and schedule.
- Faculty who have taught 4 or 5 semesters by the end of Spring 2017 may request an out-of-schedule evaluation during 2017-2018. If this evaluation rating is “Surpasses” or “Exemplary,” they will be placed in the Preferred Hiring Pool in Fall 2018, when the seniority system begins. If the evaluation rating is lower, they will be allowed to request a second evaluation, as per current policy.

Article 30H: Removal of Part-Time Faculty from the Preferred Hiring Pool:

The following conditions constitute grounds for removal from the Preferred Hiring Pool:

1. Permanent removal from the Preferred Hiring Pool shall result pursuant to Educational Code 87665.
2. A sustained complaint concerning harassment or discrimination only, the outcome of which did not rise to the level of suspension or dismissal pursuant to the Education Code. A sustained complaint implies a thorough investigation (refer to Investigation Article of CBA) was carried out and the faculty member in question was accorded due process as per the Ed Code and CBA, including any side letters.
A sustained complaint is a complaint which, after a fact-based investigation, is found to be supported by the preponderance of the evidence standard. The District’s investigation finding is not subject to the grievance process.

- a. Process for request for reinstatement from removal due to sustained complaint concerning harassment or discrimination only:

A part-time faculty member who is removed from the Preferred Hiring Pool due to a sustained complaint of harassment or discrimination may submit a request to the College President to be reinstated to the Preferred Hiring Pool after one academic year, if all of the following conditions are met:

1. The faculty member has not engaged in any of the conduct described above during the one year period, and
2. The faculty member is evaluated during the one year period, and receives at least a "surpasses requirements" rating and
3. The faculty shall be required to attend, and successfully complete harassment or discrimination awareness training provided by the District.

Reinstatement to the Preferred Hiring Pool is discretionary. A decision not to reinstate is not subject to the grievance procedure. However, failure to follow the process described in this article is subject to the grievance procedure.

3. Failure to turn in census rosters, attendance rosters, or grade rosters by the deadline provided by the district, given sufficient notification and at no fault of the faculty member.

- a. Sufficient notification shall be defined as at least one email to the faculty member via PCCD email account within two days of the roster becoming available on the Faculty Center.

- b. Process for removal due to failure to turn in records in a timely manner:

- i. After two consecutive semesters of failure to turn in rosters in a timely manner, a faculty member in the part-time hiring pool may be recommended for removal from the Preferred Hiring Pool.
- ii. A three-person committee shall be formed to consider the recommendation to remove due to failure to turn in rosters.
- iii. The committee shall be made up of the Vice President of Instruction (or designee), the Academic Senate President (or designee), and a Department chair (or designee).
- iv. The committee shall review all faculty records to ensure that all faculty who have not met the obligation are treated fairly.
- v. The committee shall allow the faculty member and the Dean a minimum of two weeks during the regular semester to provide supporting documents for review, before a decision is made on the case.
- vi. If the committee does not meet according to the established guidelines (outlined below), then the faculty member shall remain in the Preferred Hiring Pool.
- vii. Committee timelines are as follows:

1. The Vice President of Instruction (or designee) shall send written notification of the committee meeting within two weeks of the start of the semester following the failure to turn appropriate documentation in to the district.
2. The notification will provide at least two weeks' notice to the faculty member to prepare for the meeting.
3. The committee meeting will occur by the 6th week of the semester.
4. The decision of the committee shall be by majority vote and shall be made by the 8th week of the semester.

viii. Supporting documents presented to this committee may include:

1. Notifications to the faculty regarding due dates for the submission of census roster, attendance roster or grade roster, and regarding the submission process
2. Notifications to the faculty that a document was not received by the due date.
3. Instructions to the faculty on how to turn in the documents after missing the due date.
4. Requests to the Dept. Chair to contact the faculty using the faculty's home phone or non-Peralta email regarding turning in the documents
5. Evidence presented by the faculty member that they tried to turn the documents in, but problems with the District's Information Technology system (or Admissions and Records system) prevented the District from receiving the documents.
6. Extenuating circumstances which may have prevented the faculty member from receiving emails, instructions or notices; or which may have prevented the faculty member from acting on notices that were received.
7. Evidence submitted by other faculty in the department regarding the process of notification of these events.
8. Evidence submitted by any Peralta faculty regarding problems with Peralta's Information Technology system and Admissions and Records system in regard to submitting census rosters, attendance rosters and grade rosters.

Supporting documents may be submitted to the committee in person, in writing, or via email.

ix. The decision of the committee is not grievable but violations of the process described in this article are.

c. Process for reinstatement upon removal due to failure to turn in rosters:

A part-time faculty member who is removed from the Rehire Preference Pool due to failure to turn in rosters may submit a request to be reinstated to the Vice President of Instruction.

Requests must be made no later than the end of the third full week of the fall/spring term following at least two consecutive semesters in which roster submission timelines were met. The request will automatically be approved upon validation of the roster submissions.

Article 21: Salaries:

For Fiscal Year 2016-2017

- 1) Effective January 1, 2017, for 2016-2017, the District shall provide an ongoing two percent (2%) increase in salaries, equating to \$523,979 for PFT contract and part-time faculty. PFT may elect how this increase is distributed to its unit members.

For Fiscal Year 2017-2018

- 2) Effective July 1, 2017, the District shall provide a one-and-one-half percent (1.5%) for PFT contract and part-time faculty equating to \$801,688. PFT may elect how this increase is distributed to its unit members.

This one-time increase will be ongoing on the Salary Schedule, if and only if the District generates 20,000 of Resident, For-Credit FTES in the fiscal year 2017-2018, as reported on the Attendance Reports submitted to the State Chancellor's Office.

In the event the minimum FTES increase is below 20,000 Resident FTES, the 1.5% increases in the 2017-2018 Salary Schedule will sunset at 11:59 p.m. on June 30, 2018.

There shall be no reopeners by either party during Fiscal Year 2017-2018 regarding Article 21: Salaries. The parties will continue to discuss salary increases during 2017-2018 for implementation in Fiscal Year 2018-2019.

Article 18.7(1): Paid Office Hours Program for Eligible Part-Time Faculty:

The District and PFT agree that office hours for part-time faculty contribute to student success. Increasing the existing office hour compensation language in Article 18.7(1) is projected to be an annual ongoing cost of \$1.6 Million. To fund the Paid Office Hours Program, the District will use funds dedicated to student success. The potential funding sources are as follows:

- Student Equity funds from the State Chancellor's Office.
- State reimbursement provided to the District for paid office hours, under the State Chancellor's guidelines.
- General Funds or Measure B

A. Office Hours shall be defined as follows:

1. Face-to face classes – office hours shall be on campus (or at location where class is held) at a designated time and location.
2. Online classes – office hours shall be online at a designated time.
3. Hybrid classes – office hours may be either online at a designated time and location.

B. Office hour compensation shall be included in monthly part-time faculty salary payments.

C. Paid office hours shall not count towards the 67% load under Education Code Section 87482.5, or towards step increases on the Part-time Faculty Salary Schedule.

D. *Office Hour* Form:

The participating faculty shall submit a **Request to Participate in Office Hour* Form to the Division Dean each semester and in accordance with the established timeline as follows:

By the end of the first week of instruction, faculty will submit their syllabi and *Office Hour* Form. If, by the end of the first week of instruction, the information has not been submitted, faculty will be notified by the Vice President of Instruction (or designee), and shall respond and provide syllabi and *Office Hour* Form within two weeks of the notification or be ineligible for Office Hour compensation.

*Faculty are encouraged to submit the form electronically.

Part-Time Faculty Eligibility to Participate in the Paid Office Hours Program:

Effective Fall 2017, part-time instructional faculty will be compensated for office hours at their non-instructional rate for full semester classes. This program is in effect during the regular academic year only. It excludes summer session and intersession.

Eligibility to participate in the program shall be based on the following instructional assignment formula:

<u>INSTRUCTIONAL LOAD</u>	<u>PAID OFFICE HOURS</u>
0-2.99 equated hours	0
3-5.99 equated hours	1
6 or more equated hours	2

The parties will continue to discuss paid office hour program during 2017-2018 for implementation in Fiscal Year 2018-2019.

Article 22: Health and Welfare Benefits:

Health and Welfare Benefit Language for Fiscal Year 2016-2017 and 2017-2018

Health and Welfare Benefit language regarding Kaiser, PPO Lite, and PPO Traditional from the 2012-2015 Contract shall remain unchanged through 2016-2017 and 2017-2018.

Article 5: Non-Discrimination:

PCCD and PFT agree to collaborate on providing annual training to faculty regarding discrimination and harassment.

Article 18G(c): Contract Education - Non-Credit Classes:

Whereas effective July 1, 2015, state apportionment funding for Career Development and College Preparation (CDCP) non-credit classes became equivalent to credit classes apportionment funding.

1. It is understood by the parties that this Agreement only applies to the CDCP non-credit classes for which the District receives apportionment funding.
2. CDCP non-credit classes, which are funded by the state at the same level as credit classes, shall have faculty load determined for these classes in the same manner as with credit classes. For purposes of this MOU, "same manner" includes determining load based on classroom hours in accordance with the provisions of the PFT-District Collective Bargaining Agreement (CBA); and, professional responsibilities for said classes shall be as specified in the CBA.
3. Faculty assigned to teach the CDCP non-credit classes shall be compensated in accordance with the applicable full-time and part-time faculty salary schedules negotiated by the parties.
4. This MOU shall be incorporated into the CBA.
5. The terms of this MOU shall take effect for any such classes which commence after it is executed.
6. Except as otherwise provided for in the CBA or the EERA, this MOU may be reopened or amended by mutual agreement.

Appendix A9: Use of Undergraduate Credits for Column Advancement:

1. The PFT and District agree to process column advancement requests dated between August 1, 2014 and December 1, 2016 that have received documented approval. Such approval shall include copies of the approval form provided by the District, and/or emails from District and/or College Administration or the District Professional Development Officer. Other forms of documentation shall be reviewed by the PFT and submitted to the District HR office for approval. For these applications, no credit limits shall be applied. All requests for column advancement as a result of this agreement must be made in writing by May 1, 2017; no requests will be considered after May 1, 2017.

2. All column advancements approved pursuant to Section 1 above will be effective Fall 2017 (no retroactive advancements will be applied).
3. The PFT and District agree to revise the contract language pursuant to A9 regarding the application of undergraduate courses to the following:

Column advancement may be granted to a faculty member successfully completing undergraduate courses that enhance the instructor's ability to perform his/her assignment effectively. The content of the course must directly relate to the faculty member's professional development in a significant way that benefits the college, the District, and the individual faculty member.

A final determination as to whether a course meets the required criterion will be made by a majority vote of a Column Advancement Committee comprised of:

- a. The District Staff Development Officer.
- b. The District Academic Senate President or designee.
- c. The Vice Chancellor for Academic Affairs or designee.

A maximum of 20 undergraduate semester units may be applied to column advancement under this provision.

4. No units above the 20 unit maximum outlined above shall be approved after December 1, 2016.
5. This provision for column advancement may be grieved only for a procedural violation.

Appendix 20: College Tenure Facilitator Release Time:

The Peralta Federation of Teachers (the "PFT") and the Peralta Community College District (the "PCCD") agree to the following additions to the Faculty Evaluations Policies and Procedures Handbook (Part One) Tenure Track Faculty, Section I – D - 4:

4. An aggregate 2.0 FTE release time will be granted, District wide, for the four College Tenure Facilitators for 2015-16. It shall be distributed in proportion to the 2015-16 TRC's at each college, with double weighting to be given to each first year TRC. (Refer to the Appendix 1 attached).
5. Beginning in 2015-16, the following formula shall be used to determine facilitator release time at each college:
 - a. Double the number of first year tenure review committees at the college as of the first day on instruction in the Fall semester. Add to that the number of 2nd, 3rd and 4th year TRC's at the college, as of the first day of instruction in the Fall semester.

- b. Multiply the total in "a" by 0.0115. This number, rounded to the nearest 0.1 FTEF, shall be the facilitator release at the college, unless the number is below 0.2 FTE. If the number is below 0.2 FTE, the facilitator shall receive 0.2 FTE release time.
- c. Either side may reopen this section of the Agreement if there is a significant change in the expected workload of this position.

Article 20C: New Language Added: Investigations of Formal and Informal Complaints Involving Faculty Member:

1. **Preface:** The parties understand and agree that the District has the authority and obligation to investigate complaints, reports, and/or other credible information that a unit member has engaged in misconduct. The parties further understand and agree that unit members are entitled to be presumed innocent of wrongdoing during the investigation process and are entitled to certain protections during the investigation process.
2. **Misconduct Investigation Defined:** A misconduct investigation is a District-initiated investigation of a unit member into allegations that the unit member violated District policy and/or law, based on information received from a formal or informal complaint made by an identifiable author; a report of misconduct; manager observations; or other credible sources of information. An investigation is initiated at the point that the District determines to go beyond meeting with the accuser and the accused to interview other potential witnesses. An anonymous accusation shall not form the basis for initiating an investigation but may form the basis of an inquiry.
 - a. **Inquiry:** an inquiry, for the purpose of an anonymous complaint, is defined as the informal questioning of a unit member. If such questioning could lead to an investigation against the unit member, the unit member may bring a representative of their choice and be provided with a summary of the complaint.
3. **Investigatory Meetings:** An "investigatory meeting" is any formal written communication, face-to-face meeting or oral conversation between the District and a unit member in which the unit member is being asked questions regarding a complaint against them and for which the District reasonably believes that corrective and/or disciplinary action could be imposed.

Corrective action is counseling, a written warning, or written reprimand.

Discipline or disciplinary action is defined as a suspension or dismissal based on a violation of law or District Policy, or pursuant to Section 87732 of the Education Code.

There are three (3) types of investigatory meetings that could lead to corrective and/or disciplinary action:

- a. an investigatory meeting relating to any general complaint against a unit member;
- b. an investigatory meeting relating to a Student Grievance; and

- c. any investigatory meeting relating to Discrimination or Unlawful Harassment as defined by Title 5 or relating to EEOC/DFEH/OCR complaints or lawsuits against the Faculty Member.
4. Non-Investigatory Meetings: The parties understand and agree that in the day-to-day operation of the District, managers and unit members meet regularly to share information. These are not investigatory interviews. However, the parties further understand and agree that, if a manager reasonably expects that such a meeting may elicit information that warrants discipline, the manager shall notify the unit member in advance. The unit member so notified shall have the right to bring the appropriate PFT Grievance Officer or his/her designee to the meeting. In addition, a unit member may act independently to bring the appropriate PFT Grievance Officer or his/her designee to the meeting if the unit member reasonably believes that it could lead to discipline.
5. Notice of Investigation: An employee who is under investigation shall be sent a Notice of Employee Investigation Form no later than seven (7) days before his/her appointment for an investigatory interview. The negotiated form is attached to this Agreement.

The Form is intended to provide employees subject to misconduct investigations with due process, including timely and sufficient notice of the subject matter of the investigatory interview, and their right to information and representation. The Form shall include the following:

- a. An introductory statement that:
 - i. The District takes a neutral stance when investigating possible misconduct and no findings of wrong-doing have been made;
 - ii. The District maintains the confidentiality of the investigation to the fullest extent possible;
 - iii. No findings will be made prior to completion of the investigation, and the investigation will not be closed until after the employee's interview is conducted;
 - iv. The information received could lead to corrective and/or discipline and the employee is entitled to have representation at the meeting;
 - v. Every effort will be made to complete the investigation within ninety (90) days of when the District first received the complaint or information triggering the investigation. When this is not possible, the employee and PFT shall receive a status update on when the district expects the investigation to be completed.
 - vi. The employee shall receive a summary of the Investigator's Report, findings of the investigation, and whether the allegations investigated were or were not sustained;
 - vii. The PFT is entitled to the full investigation report upon request whether or not the findings were sustained;
 - viii. In the event the investigation leads to corrective and/or disciplinary action, the employee shall be afforded all of the pre-discipline due process rights to which he/she

is entitled. This includes providing the employee, and the union, with a copy of the information the District relied upon to issue the charges; and

- ix. District policy and law prohibit retaliation of any kind against anyone the employee believes to have provided information or otherwise cooperated in the investigation, and that such conduct constitutes an independent basis for serious discipline up to and including termination.
 - b. The written complaint, if one was submitted to the District or another public agency. If no written complaint was submitted, the District shall include a written summary of the specific allegations complained of, including:
 - i. The name of the complainant(s), or individual(s) whose concerns caused the District to initiate an investigation.
 - ii. What allegedly occurred. The employee shall be entitled to a description of the subject matter or allegations of the investigation.
 - iii. When the incident(s) allegedly occurred. The notice will be as specific as possible, based on the information available at the time the Notice is given.
 - iv. Where the incident(s) allegedly occurred. The notice will be as specific as possible, based on the information available at the time the Notice is given.
6. Paid Administrative Leave During an Investigation: Placement of a member on Paid Administrative Leave of Absence while an investigation into alleged misconduct is pending shall conform to the following standards and procedures:
- a. Placement on Paid Administrative Leave of Absence while an investigation is pending constitutes a non-disciplinary action;
 - b. Placement on Paid Administrative Leave of Absences shall not be automatic and it is not an action that the District takes lightly. The District will not take this step unless:
 - i. The allegations, if true, indicate that the employee poses a safety threat to him/herself or others;
 - ii. The allegations, if true, involve harassment, retaliation and/or dishonesty; and/or
 - iii. Other circumstances with the written approval of the Chancellor.
 - c. The notice placing an employee on Paid Administrative Leave of Absence shall provide information about the Leave, including but not limited to:
 - i. The basis or bases on which he/she is being placed on Paid Administrative Leave of Absence;

- ii. That, as this investigation could lead to discipline, the employee is entitled to representation during his/her investigatory interview;
 - iii. That placement on Paid Administrative Leave of Absence constitutes a directive not to attend work or perform work duties and that the employee is not to be present at work or in the work area without prior written consent; and
 - iv. That placement on Paid Administrative Leave of Absence constitutes does not constitute a directive to stay away from public events or public areas of campus.
- d. The decision to place a faculty member on Paid Administrative Leave of Absence is not subject to the grievance process but can be appealed to the Chancellor for reconsideration. A written request for reconsideration shall be made directly to the Chancellor within three working days of receipt of notice of administrative leave. The chancellor (or his/her designee) shall respond within three working days. The decision of the Chancellor shall be final and not grievable. The effective date of the Administrative Leave of Absence shall not be held in abeyance during the appeal process.

7. Completion of Investigation and Notice of Completion:

- a. At the conclusion of the investigation, the Investigator's report, including the Investigator's findings, shall be provided to the faculty member.
- b. The Faculty Member shall have the right to submit a written response to the Investigator's report within ten (10) working days of receipt. The District shall consider the Faculty Member's response, if received within ten (10) days, prior to making a final determination that results in corrective and/or disciplinary action.

This provision does not preclude a faculty member from submitting a written response for placement in his/her file after the deadline has passed.

- c. Every effort will be made to complete the investigation within ninety (90) days, and when this is not possible, the member under investigation shall receive a status update on where the District is in its investigation (only as to the timeline, but regarding the details of the district's investigative process such as not who has or will be interviewed and witness statements when it expects to be completed).

8. Security of Investigation Files: In the event that an investigation does not lead to discipline, the District confirms that it is its practice, and will continue to be its practice to maintain the investigation file in a secure location, separate and apart from the employee's Personnel File. Further, access to these files shall be on a "needs to know" basis only, as determined by the Vice Chancellor of Human Resources & Employee Relations.

Article 18F: Counselors, including Categorically Funded Counselors, Coordinator/Counselors, and DSP&S Counselors and Coordinators:

General Counselors, Categorically Funded Counselors and Coordinator/ Counselors (other than DSP&S Counselors and Coordinators)

1. Counselors' regular load coincides with the 175-day academic calendar, subject to the other provisions of this Article 18.F regarding the scheduling process at each site. However, Counseling needs in the District span the entire 12-month calendar year, including Saturdays. Whenever the college is open, at least one contract counselor should be available whenever possible, as necessary to meet student need. The District will seek volunteers willing to rearrange their schedules by working during days outside the 175 academic calendar days and substituting days off during the 175-day academic calendar. The college Vice President/Dean of Student Services and volunteer(s) will reach agreement about the days to be worked outside the academic calendar year and the substituted days off. If the college determines that the need exists and that funding is available, it shall schedule an hourly counselor to substitute for a volunteer who rearranged his or her schedule.

2. The District may also confer "eleventh-month" contracts for up to an additional 18 days of service at 100 percent per diem to counselors volunteering to provide such service at any time outside of the 175-day academic calendar and summer session. Said additional full or partial eleventh-month assignment shall be entirely at the option of the employee, and ordinarily will be on consecutive days. Counselors also may be assigned extra service (e.g. during the scheduled summer session), paid at the extra service rate provided in Article 18.C.3.2.
 - a. The college president or designee (normally, and hereafter, "the Vice President/Dean of Student Services") will make a preliminary determination of the number of eleventh-month contracts and the number of days of such contracts, if any, for each college by February 15th, to the extent possible. The college Vice President/Dean of Student Services will consult with the counseling department at each site before arriving at a final number for each college. The extent to which the college Vice President/Dean of Student Services will confer eleventh-month contracts at each college, including the number of days, if any, for such contracts, will depend on the extent of funding and the district and colleges' assessment of its fiscal condition, and is not grievable. To be compensated for such additional days, each counselor shall actually provide counseling to students during such days unless assigned otherwise by the Dean/Vice President in writing.

3. All counseling needs outside the regular 175 academic calendar days and summer session shall be covered by first offering the opportunity to contract counselor faculty. Counselors and management at each college shall work together to meet the counseling needs for the entire term of this Collective Bargaining Agreement and to create a schedule for full and appropriate counseling coverage, as defined by college management for that year with input from the counseling department. They shall utilize the following procedure:

- a. To meet these needs, the chairperson or designated leader of the Counseling Department together with the Counseling Department faculty shall develop a staffing pattern recommendation by March 1 (or 15 days after the Vice President/Dean of Student Services determines the number of eleventh-month contracts and the number of days of such contracts) which must be agreed upon by a majority of the counseling faculty in the department who are eligible to work an eleventh-month. In the absence of a majority recommendation, the Vice President/Dean of Student Services will determine the eleventh-month assignments.
- b. The college Vice President/Dean of Student Services may accept, reject, or modify the departmental recommendation.
- c. Any affected counselor who feels the outcome of 2 (*11th-month contracts and scheduling*) or 3 (a) (*staffing pattern recommendation*) is/are arbitrary, unfair or unreasonable may appeal the Vice President/Dean's decision to the College President within 3 working days. The appeal shall be in writing and shall state the basis for the appeal and the remedy sought. The College President shall consider the appeal and shall provide a written response to the counselor explaining the basis for his/her decision within 3 working days. The College President's decision is final and is not grievable.
- d. The Vice President/Dean shall be responsible for notification by April 1st of each year (or 15 days after the Counseling Department faculty have developed a staffing pattern recommendation). Notification is defined as: the specific assignment, the location of the assignment, the hours of the assignment, and the names of the counselors to be assigned. The names of the counselors to be assigned will be posted in each of the colleges' counseling offices.

DSP&S Counselors

1. DSP&S Counselors' regular load coincides with the 175-day academic calendar, subject to the other provisions of this Article 18.F regarding the scheduling process at each site. However, DSP&S Counseling needs in the District span the entire 12-month calendar year, including Saturdays. Whenever the college is open, at least one contract DSP&S counselor should be available whenever possible, as necessary to meet student need. The District will seek volunteers willing to rearrange their schedules by working during days outside the 175 academic calendar days and substituting days off during the 175-day academic calendar. The college Vice President/Dean of Student Services and volunteer will reach agreement about the days to be worked outside the academic calendar year and the substituted days off. If the college determines that the need exists and that funding is available, it shall schedule an hourly counselor to substitute for a volunteer who rearranged his or her schedule.
2. The District may also confer "eleventh-month" contracts for up to an additional 18 days of service at 100 percent per diem to counselors volunteering to provide such service at any time outside of the 175-day academic calendar and summer session. Said additional full or partial eleventh-month assignment shall be entirely at the option of the employee, and ordinarily will be on

consecutive days. Counselors also may be assigned extra service (e.g. during the scheduled summer session), paid at the extra service rate provided in Article 18.C.3.2.

- a. The college president or designee (normally, and hereafter, “the Vice President/Dean of Student Services”) will make a preliminary determination of the number of eleventh-month contracts and the number of days of such contracts, if any, for each college by February 15th, to the extent possible. The college Vice President/Dean of Student Services will consult with the DSP&S counseling department and the DSP&S Coordinator at each site before arriving at a final number for each college. The extent to which the college Vice President/Dean of Student Services will confer eleventh-month contracts at each college, including the number of days, if any, for such contracts, will depend on the extent of funding and the district and colleges’ assessment of its fiscal condition, and is not grievable. To be compensated for such additional days, each DSP&S counselor shall actually provide counseling to students during such days unless assigned otherwise by the Dean in writing.
3. All DSP&S counseling needs outside the regular 175 academic calendar days and summer session shall be covered by first offering the opportunity to contract DSP&S counselor faculty. DSP&S Counselors and management at each college shall work together to meet the DSP&S counseling needs for the entire term of this Collective Bargaining Agreement and to create a schedule for full and appropriate counseling coverage, as defined by college management for that year with input from the counseling department. They shall utilize the following procedure:
 - a. To meet these needs, the DSP&S Coordinator together with the DSP&S counseling faculty shall develop a staffing pattern recommendation by March 1 (or 15 days after the Vice President/Dean of Student Services determines the number of eleventh-month contracts and the number of days of such contracts) which must be agreed upon by a majority of the DSP&S counseling faculty in the department who are eligible to work an eleventh-month. In the absence of a majority recommendation, the Vice President/Dean of Student Services will determine the eleventh-month assignments.
 - b. The college Vice President/Dean of Student Services may accept, reject, or modify the departmental recommendation.
 - c. Any affected DSP&S counselor who feels the outcome of 2 (11th-month contracts and scheduling) or 3(a) (staffing pattern recommendation) is/are arbitrary, unfair or unreasonable may appeal the Vice President/Dean’s decision to the College President within 3 working days. The appeal shall be in writing and shall state the basis for the appeal and the remedy sought. The College President shall consider the appeal and shall provide a written response to the counselor explaining the basis for his/her decision within 3 working days. The College President’s decision is final and is not grievable.
 - d. The Vice President/Dean shall be responsible for notification by April 1st of each year (or 15 days after the DSP&S counseling faculty have developed a staffing pattern recommendation). Notification is defined as: the specific assignment, the location of the assignment, the hours of the assignment, and the names of the DSP&S counselors to be

assigned. The names of the counselors to be assigned will be posted in each of the colleges' DSP&S counseling offices.

The parties further agree that that District will evaluate the data for 2016-2017 counseling coverage, including the number of new full-time counselors and the counseling scheduling for 2016-2017, and how that impacts 12-month, year-round coverage. The parties will reopen discussions in Fall 2017 regarding coverage concerns.

PFT's Re-openers for 2016-2019:

To be completed during Summer 2017:

1. Maintenance of membership (Article 6)
2. "Clean-up" of Article 30H to match Evaluation Handbook
3. Evaluation Coordinators (addition to Evaluation Handbook, Appendix A20)

Re-openers for Fall 2017:

1. Department chair election procedures
2. Summer sick leave
3. Privacy for faculty offices
4. 87470 Employees
5. AP3450 Discrimination
6. Dependent audit rules and regulations
7. Contract Education
8. Non-credit classes
9. Use of PCCD email
10. Concurrent enrollment
11. Salary for Fiscal Year 2018-2019

District's Re-openers for 2016-2019:

1. Faculty Diversity Program
2. Health benefits for 2018-2019

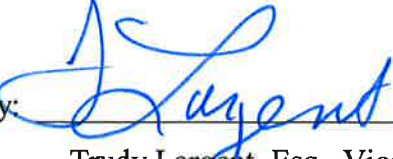
The District reserves the right to identify additional re-openers.

This agreement is subject to review by the parties' Legal Counsel. After that, the agreement is subject to approval of the PFT's Executive Council (and membership) and the PCCD Board.

For Peralta Community College District:

By: _____ Date: _____

Jowel C. Laguerre, Chancellor

By:  _____

Trudy Largent, Esq., Vice Chancellor for
Human Resources & Employee Relations

Date: 4/25/17

For Peralta Federation of Teachers:

By:  _____

Ed Jaramillo, PFT President

Date: 4/25/2017

By:  _____

Rick Greenspan, Chief Negotiator

Date: 4/25/2017

Appendix 1

	2012-13	2013-14	2014-15	2015-16	
COA					
1st year	1	10	10	11	8
other	1	2	10	10	8
total committees	2	12	20	21	16
“points”	3	30	30	32	24
total Dist. points	21	138	120	170	160
old way release time	0.17	0.26	0.30	0.23	
proposed release time	0.2	0.45	0.45	0.368	0.276
BCC					
1st year	3	14	7	18	
other	2	2	10	10	
total committees	5	16	17	28	
“points”	9	42	21	46	
total Dist. points	21	138	120	174	
old way release time	0.51	0.37	0.21	0.32	
proposed release time	0.2	0.63	0.315	0.529	
Laney					
1st year	2	13	18	22	
other	2	1	11	24	
total committees	4	14	29	46	
“points”	6	39	54	68	
total Dist. points	21	138	120	174	
old way release time	0.34	0.34	0.54	0.47	
proposed release time	0.2 0	.585	0.81	0.782	
Merritt					
1st year	1	9	5	7	
total committees	2	11	11	17	
“points”	3	27	15	24	
total Dist. points	21	138	120	174	
old way release time	0.17	0.23	0.15	0.17	
proposed release time	0.2 0	.405	0.225	0.276	
{old) Dist. total release	1.20	1.20	1.20	1.18	
proposed Dist. total release	0.8	2.07	1.8	1.955	
total Dist. committees	13	53	77	112	
total "points"	21	138	120	170	
Factor	0.015	0.0115			

