

APPENDIX

The Peralta Community College District

And

Peralta Federation of Teachers

For Contract Period
July 1, 2016 – June 30, 2019

APPENDIX

Table of Contents

A1.	[FORM] FACULTY GRIEVANCE FORM.....	1-1
A2.	[FORM] RESIGNATION.....	2-5
A3.	[FORM] RETIREMENT BENEFITS (FACULTY/CLASSIFIED EMPLOYEES).....	3-7
A4.	ACADEMIC CALENDARS.....	4-8
A5.	PROFESSIONAL DAYS AGREEMENT	5-9
A6.	[FORM] RESPONDENT’S NOTIFICATION SUMMARY.....	6-12
A7.	CERTIFICATED SALARY SCHEDULE COLUMN PLACEMENT PROCEDURE.....	7-13
A8.	FACULTY SALARY SCHEDULE STEP PLACEMENT PROCEDURE.....	8-15
A9.	ADVANCEMENT ON THE SALARY SCHEDULE.....	9-17
A10.	FACULTY SALARY INFORMATION.....	10-20
A11.	METHOD OF PAYMENT	11-22
A12.	FACULTY ANNUAL SALARY SCHEDULES	12-23
A13.	[CONTRACT] PROFESSIONAL DEVELOPMENT LEAVE / SABBATICAL	13-25
A14.	CORESOURCE / BLUE CROSS / MEDCO / SPECTERA	14-26
A15.	[CONTRACT] RETRAINING LEAVE CONTRACT	15-33
A16.	JOB DESCRIPTIONS	16-34
16.1	JOB DESCRIPTION FOR COUNSELING DEPARTMENT CHAIR	16-34
16.2	JOB DESCRIPTION FOR DEPARTMENT CHAIRPERSON	16-35
16.3	DESCRIPTION FOR DSP&S COORDINATOR	16-37
16.4	JOB DESCRIPTION FOR HEAD LIBRARIAN.....	16-39
16.5	JOB DESCRIPTION FOR HEALTH SERVICES COORDINATOR.....	16-40
16.6	JOB DESCRIPTION FOR STUDENT HEALTH SERVICES NURSE.....	16-42
16.7	JOB DESCRIPTION FOR MENTAL HEALTH SPECIALIST.....	16-43
A17.	[FORM] LEAVE BANKING PROGRAM APPLICATION	17-45
A18.	LEAVE BANKING PROGRAM.....	18-46
A19.	SIDE LETTERS	19-47
19.1	TWO-YEAR CONTRACT EXTENSION: NOVEMBER 21, 2006.....	19-47
A20.	SIDE LETTER TWO-YEAR CONTRACT EXTENSION – RECITALS.....	20-49
	PFT PROPOSAL No.3;"OVERARCHING" PROPOSAL 11/20/2006.....	20-49
A21.	TENURE TRACK & TENURED CONTRACT FACULTY EVALUATION POLICIES & PROCEDURES HANDBOOK	21-52
A22.	SIDE LETTER AGREEMENT ON RELEASE-TIME FOR TENURE FACILITATORS.....	22-53
A23.	AGREEMENT REGARDING EVALUATION LOTTERY FOR PT EVALUATIONS	23-54

APPENDIX

A24.	[FORM] AGREEMENT FOR PLACEMENT IN PREFERRED HIRING POOL FOR MULTIPLE DISCIPLINES	24-55
A25.	[FORM] DISTRICT OWNERSHIP OF ON-LINE AND WEB BASED MATERIAL	25-56
A26.	TENURE TRACK FACULTY EVALUATION POLICIES AND PROCEDURES (TIME SPENT TOWARD SERVICE)	26-57
A27.	LETTER OF AGREEMENT ON SALARY. MEDICAL AND DENTAL BENEFITS	27-58
A28.	NON-SMART CLASSROOM CAMERAS BY COLLEGES AND ROOM NUMBERS ...	28-59
A29.	[FORM] FACULTY REQUEST FOR CLASSROOM VIDEO RECORDING.....	29-61
A30.	[FORM] INFORMATION TECHNOLOGY VERIFICATION FORM	30-63
A31.	[FORM] ENROLLMENT FEE WAIVER FORM	31-65
A32.	[FORM] PART-TIME FACULTY AVAILABILITY & PREFERENCE FORM	32-67
A33.	REQUEST TO PARTICIPATE IN OFFICE HOUR	33-68
A34.	[FORM] REQUEST TO PARTICIPATE IN OFFICE HOUR	34-69
A35.	[FORM] PFT MEMBERSHIP APPLICATION	35-71
A36.	FACULTY HIRED UNDER ED CODE SECTION 87470	36-73
36.1	CBA ARTICLES WHICH APPLY IN THEIR ENTIRETY TO 87470 FACULTY	36-74
36.2	CBA ARTICLES WHICH DO NOT APPLY TO 87470 FACULTY.....	36-74
36.3	CBA ARTICLES WHICH PARTIALLY APPLY TO 87470 FACULTY	36-75
36.4	ED CODE 87470.....	36-76
36.5	[FORM] ACADEMIC EMPLOYEE AGREEMENT CATEGORICALLY FUNDED POSITION	36-77

A1.[FORM] FACULTY GRIEVANCE
FORM

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

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

2.Article Grieved _____ Section _____ Paragraph _____
Date of Violation _____ Date Filed _____

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

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

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

Signature _____ Date _____

Step 1: First-Level Manager's Response

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

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

APPENDIX

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

Date of first contact to consider grievance _____

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

Signature _____ Date _____

Step 2: Vice-Chancellor's Response

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

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

Within seven (7) working days of the conference, a written decision including appropriate reasons shall be rendered by the Vice Chancellor of Human Resources and Employee Relations.

Date of Step 2 Filing _____

Date of Step 2 Conference _____

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

Signature _____ Date _____

Step 3: Chancellor's Response

Within ten (10) working days after receipt of the written decision of the Vice Chancellor of Human Resources and Employee Relations, the grievant may forward a copy of the Faculty Grievance Form to the Chancellor for further review, if he/she is not satisfied with the Vice Chancellor of Human

APPENDIX

Resources and Employee Relations' decision.

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

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

Date of Step 3 Filing _____

Date of Step 3 Conference _____

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

Signature _____ Date _____

Step 4a:

If the Federation is not satisfied with the decision at Step 3, the Federation, with the concurrence of the District, may appeal the decision from Step 2 to mediation or other dispute resolution methods. If a conclusion is reached that is agreeable to both parties, the resolution will be binding.

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

Signature _____ Date _____

OR:

Step 4b:

If the Federation or District elects not to utilize an alternative dispute resolution method, the Federation shall have the right to refer the matter to binding arbitration. A request for binding arbitration must be submitted to the Chancellor within thirty (30) working days of the written decision of the Chancellor after his/her review as provided in Step 3. (This requirement will be held in abeyance from June 1 through September 1.)

Signature _____ Date _____

Arbitrator's Decision (See attached) _____ Date _____

APPENDIX

PERALTA COMMUNITY COLLEGE DISTRICT
OFFICE OF HUMAN RESOURCES
A2. [FORM] RESIGNATION

Instructions:

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

NAME _____

COLLEGE _____

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

Effective date of resignation: _____

2. Reason (Optional)

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

I request an exit interview: Yes No

4. Completion of this form does not constitute an application for withdrawal of your retirement allowances. It is the employee's responsibility to complete and submit the necessary documents which may be obtained from either the Human Resources Department at 333 East 8th Street, Oakland, Ca 94606 or from the STRS Office at 313 West Winton Avenue, Hayward, CA 94544-1198 or, if applicable, from the PERS office at 350 McAllister Street, Room 3248, San Francisco, CA 94102.

5. I have received information pertaining to COBRA Benefits (Consolidated Omnibus Budget Reconciliation Act), and I have received a copy of this form for my records.

The Peralta Federation of Teachers recommends that you:

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

Signature _____ Date _____

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

APPENDIX

A3.[FORM] RETIREMENT BENEFITS
(Faculty/Classified Employees)

Name (Please type or print)

Date of Retirement

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

***** (Check One)

_____ I hereby elect to receive health care benefits upon my retirement.
I am currently enrolled in _____Kaiser or _____CoreSource (Blue Cross Prudent Buyer)

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

Signature of Employee

Date

Signature of Spouse (required only if benefits are declined)

Date

APPENDIX

A4. ACADEMIC CALENDARS

For current calendars, see PFT Website: http://pft1603.org/?page_id=189

A5.PROFESSIONAL DAYS
AGREEMENT

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

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

Part-time temporary faculty shall participate in flex-day activity on the same basis as their weekly teaching assignments. For example, if the instructor has an assignment of teaching three hours in-class and Professional Days on that day, he/she shall participate and report 3

APPENDIX

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

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

APPENDIX

- I. The Peralta Community College District shall appropriate \$18,000 for Professional Days expenses. The account for such expenses will be maintained at the District Office, under the supervision of the Vice Chancellor of Educational Services and the Staff Development Officer. Any expenses in excess of \$18,000 must be paid out of staff development allocations.

- J. The District Advisory Committee on Staff Development, composed of the Vice Chancellor or his designee, the Staff Development Officer and the Chairs of the College Professional Development Committees shall coordinate all professional days activities. This committee shall also resolve all problems and issues arising from the activities. This committee shall also resolve all problems and issues arising from the flexible calendar and Professional Days activities that are separate from those stated in this Agreement or that are not covered in the PFT/PCCD collective bargaining.

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

Revised 2/15/96

A6.[FORM] RESPONDENT'S NOTIFICATION SUMMARY

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

To: _____ Name of Respondent

The Office of Human Resources and 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 notified by the Office of Human Resources and Employee Relations to schedule an appointment to meet with you for an investigative interview with you.

Date Complaint Filed: _____

Complaint based on the following category:
[] Age [] Ethnic Group Identification [] Physical Disability [] Sexual Orientation
[] Race [] Mental Disability [] Religion [] Sex (includes Harassment)
[] Color [] National Origin [] Retaliation [] Other _____

Summary of Allegations Made by Complainant: (If during the course of the investigation, additional allegations/discoveries are made, you will be notified in writing and provided a complete summary of the new allegations/discoveries). A new allegation is defined as: (1) a new or different complainant making a complaint; and/or (2) an allegation unrelated to the initial summary of allegations as cited on the Respondent's Notification Summary Form.

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 the Office of Human Resources and Employee Relations.

While the District cannot promise absolute confidentiality, the District will make every reasonable effort to maintain confidentiality.

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 a full copy of the investigation report.

The respondent will receive a summary of findings, as well as the conclusion and recommendations of the investigation when the investigation is concluded.

In agreeing to these provisions, neither faculty nor the PFT waives any rights they have under EERA, the Education Code, or other sources of law, to make any requests for, and receive, relevant and necessary information.

If you have any questions about the allegations or the process, you can contact me at 510/466-7252.

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

Date

APPENDIX

A7.CERTIFICATED SALARY
SCHEDULE COLUMN PLACEMENT
PROCEDURE

COLUMN A

Condition 1:

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

Condition 2:

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

Condition 3:

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

COLUMN B

Condition 1:

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

Condition 2:

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

Condition 3:

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

Condition 4:

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

COLUMN C

Condition 1:

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

Condition 2:

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

Condition 3:

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

APPENDIX

Condition 4:

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

COLUMN D

Condition 1:

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

Condition 2:

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

Condition 3:

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

COLUMN E

Condition 1:

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

Condition 2:

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

Condition 3:

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

Revised 07/01/07

**A8.FACULTY SALARY SCHEDULE STEP PLACEMENT
PROCEDURE**

Step placement shall be as follows:*

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

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

1. Teaching

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

2. Practical Experience

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

APPENDIX

3. Total Credit

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

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

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

4. Verification

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

A9.ADVANCEMENT ON THE SALARY
SCHEDULE

See Article 21, Paragraph F for entire content

A. Column Advancement - All Faculty

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

Column advancement may be granted to 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 Educational Services or designee.

A maximum of 20 undergraduate semester units may be applied to column advancement under this provision. No units above the 20-unit maximum outlined above shall be approved after December 1, 2016. The provision for column advancement may be grieved only for a procedural violation.

B. Non-Academic Column Advancement

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

APPENDIX

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

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

C. Step Placement Associated with Column Advancement

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

APPENDIX

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

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

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

D. Step Advancement - Contract and Regular Faculty

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

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

E. Step Advancement - Part-time, Temporary Faculty

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

Effective Spring 2017, part-time faculty who serve as substitute teachers in PCCD will have those hours credited toward step increases pursuant to Appendix 9 (A9) Section E of the CBA. Application of such hours will be according to the following formula:

$$\text{units} = \frac{(\text{number of substitute hours})}{(\text{total number of course hours})} \times (\text{units of course})$$

The number of units calculated in this way will be rounded to the nearest whole number and those units will be applied to step advancement.

APPENDIX

A10. FACULTY SALARY
INFORMATION
**TEMPORARY (PART-TIME) FACULTY AND
EXTRA SERVICE ASSIGNMENTS**

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

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

Pro-Rata Rates

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

Initial Column and Step Placement

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

"25 Step" Placement Guidelines:

1. Any faculty member currently at step 6 or below on an existing salary schedule under Article 21.D.2 or Article 21.D.3 for the 2013-2014 fiscal year shall stay at that current step on the new "25 step" salary schedules, set forth above.
2. Any faculty member who advanced from step 6 to step 7 since the 2008-2009 fiscal year will have their step on the new schedule calculated using PeopleSoft records.
3. Any faculty member who has been on step 7 since 2008-2009, use either:
 - A. IF THEY ARE NOT A PERALTA CONTRACT RETIREE:
 1. calculate average annual load since 08-09;
 2. project backwards to initial hire date; and
 3. assume they were hired at step 5.
 - B. IF THEY ARE A PERALTA CONTRACT RETIREE:
 1. calculate average annual load since 08-09;
 2. project backwards to RETIREMENT date from contract position; and
 3. assume they were hired at step 7.

APPENDIX

4. In either case, above, figure out not only their new step, but also how many equated hours they have on that new step towards the 30 equated hours they will need to move to the next step. This information will be available to all part-time faculty and PFT.
5. Part-time faculty members who disagree with their step placement by the district have 30 days from date of receipt of the email to appeal the decision in writing, with supporting documentation, to the Vice Chancellor of Human Resources and Employee Relations, who shall respond with a written explanation of the faculty member's placement within 15 working days, with a copy of the response to PFT. In the event additional time is needed by the Vice Chancellor of Human Resources and Employee Relations, the faculty member and PFT will be provided with the notification in writing.
6. The method to determine the cost of the new steps plus the across-the-board increase shall be as follows:
 - A. The total for each faculty member's actual load for Fall 2013, plus their load for Summer 2013 and Spring 2013 shall equal the faculty member's projected load for 2013-2014.
 - B. Determine if the faculty member is on the new "PT salary schedule (no other full-time employment), 25-step salary schedule" (formerly the 75% pro-rata schedule per Article 21.D.3) or "PT salary schedule (with other full-time non-Peralta income) 25-step salary schedule" (formerly the 60% pro-rata schedule per Article 21.D.2).
 - C. Project a 1.57% increase for steps 1-7 on both part-time salary schedules D. The new hourly rates for step 8 and up will be determined by adding an equal amount to each new step, 8 to 25, such that the total cost of both the across-the-board increase and the new steps as applied to part-time faculty will be projected to equal \$653,145 for 2013-2014.

Revised 2013

A11. METHOD OF PAYMENT

Contract and Regular Faculty

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

Extra Service and Part-Time Regular Faculty

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

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

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

Substitutes

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

Employee Qualification

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

A12. FACULTY ANNUAL SALARY
SCHEDULES

Salary Ranges

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

Current pay schedules can be found on the PFT website at: http://pft1603.org/?page_id=189

APPENDIX

**PERALTA COMMUNITY COLLEGE DISTRICT
A13. [CONTRACT] PROFESSIONAL
DEVELOPMENT LEAVE /
SABBATICAL**

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

PLEASE READ CAREFULLY

Employee Signature Date: _____

PCCD Signature Date: _____

Approved by College President Date: _____

A14. CORESOURCE / BLUE CROSS /
MEDCO / SPECTERA

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

Benefits Summary: Preferred Provider Plan – CoreSource/Blue Cross

What is a pre-existing condition limitation?

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

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

New / Current Employees:

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

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

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

APPENDIX

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

APPENDIX

<p>Mental health treatment</p>	<p>Inpatient: Plan pays 100%, after deductible, up to 30 days per calendar year maximum benefit; (combined with Substance Abuse benefits)</p> <p>Outpatient: \$10 copay, plan pays 100% (deductible is waived), up to a maximum benefit of 50 visits per calendar year (combined with Substance Abuse benefits)</p> <p>Benefits are consistent with the Mental Parity Act.</p>	<p>Inpatient: Plan pays 80%, after deductible, of usual & customary up to 30 days per calendar year maximum benefit; (combined with Substance Abuse benefits)</p> <p>Outpatient: 80%, after deductible, of usual & customary up to a maximum benefit of 50 visits per calendar year (combined with Substance Abuse benefits.)</p> <p>Benefits are consistent with the Mental Parity Act.</p>
<p>Substance abuse treatment</p>	<p>Inpatient: Plan pays 100%, after deductible, up to 30 days per calendar year maximum benefit- combined with Mental Health benefits</p> <p>Outpatient: \$10 copay, plan pays 100% (deductible is waived), up to a maximum benefit of 50 visits per calendar year-combined with Mental Health benefits</p>	<p>Inpatient: Plan pays 80%, after deductible, of usual & customary up to 30 days per calendar year maximum benefit-combined with Mental Health benefits</p> <p>Outpatient: 80%, after deductible, of usual & customary up to a maximum benefit of 50 visits per calendar year-combined with Mental Health benefits</p>
<p>Prescription drug coverage</p>	<p>Retail: up to 30 day supply \$10 generic copay \$15 brand name copay \$15 non-formulary copay</p> <p>Mail order: up to 90 day supply \$5 generic copay \$5 brand name copay \$5 non-formulary copay</p>	<p>Member will pay the applicable copay (\$10 copay for generic or \$15 copay for brand name; or \$15 copay for non-formulary) <u>plus</u> the difference in cost between the participating pharmacy and non-participating pharmacy</p> <p>No benefits available for mail order prescriptions</p>
<p>Rx Prescriptions: All prescriptions should be filled through Medco participating pharmacies (whenever possible) – if retail prescriptions are obtained from a non-contracted provider, there may be an increase to out-of-pocket expenses. For maintenance medications, Medco’s Mail Order benefit is available.</p>		
<p>Separate “out-of-area” benefit</p>	<p>If there are no network providers in a particular specialty or require a drive of at least 30 miles, then CoreSource will process</p> <ul style="list-style-type: none"> • as if the provider were in-network and • within customary and reasonable provisions 	
<p>Hearing Aid</p>	<p>Member may be reimbursed 50%, after deductible of the cost of hearing aids once every five years, up to a maximum benefit of \$5,000 in any five year time period.</p>	
<p>Spectera Vision Plan</p>	<p>Out-of-network reimbursements:</p> <p>Exam every 12 months Lenses every 12 months Frames every 12 months</p> <p>Exams are covered up to a \$40 allowance</p>	

APPENDIX

	<p>Single vision lens are covered up to a \$40 allowance</p> <p>Bifocal lenses are covered up to a \$60 allowance</p> <p>Trifocal lenses are covered up to a \$90 allowance</p> <p>Lenticular lenses are covered up to a \$90 allowance</p> <p>Frames are covered up to a \$45 allowance</p> <p>Contacts are covered up to 4 boxes if disposable lenses or a \$150 allowance (the \$150 allowance is applied to the fitting/evaluation fee AND towards the purchase of contact lenses).</p>
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This document is for illustrative purposes only. For a complete listing of benefits, limitations and/or exclusions, refer to the CoreSource Summary Plan Description.

CoreSource Customer Service #: (866) 280-4120
Blue Cross Network #: (866) 280-4120 or www.bluecrossca.com for CA residents or
(800) 810- BLUE or bluecares.com for non-California residents
Medco (Pharmacy) Customer Service #: (800) 818-6635 or www.medcohealth.com
Spectera Customer Service #: (800) 638-3120
Spectera Contracted Provider Listing: www.spectera.com

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

A. Out-of-State Retirees

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

B. Referral

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

C. Emergency (See chart)

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

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

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

1. Placing the covered person's life in jeopardy, or
2. Causing other serious medical consequences, or
3. Causing serious impairment to bodily functions, or

APPENDIX

4. Causing serious dysfunction of any bodily organ or part.
5. Causing a covered person to seek medical attention because of the perception that he or she would have suffered grave consequences had medical attention not been sought.

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

Medical Emergency

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

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

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

D. Binding Arbitration

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

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

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

E. Clerical Error

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

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

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

APPENDIX

	PPO Plan – through August 31, 2004	PPO Plan –	Pre-Paid Health Plan – No Change
Administrator	Blue Cross	Core Source	Kaiser
Network	Prudent Buyer	Interplan / PHCS • 9/1/04-8/31/06 Blue Cross* • 9/1/06-8/31/07*	
Prescriptions	Wellpoint	Medco	
Stop-Loss	BC Life	ING	

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

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

Plan Attribute	Blue Cross Until 8/31/04	CoreSource Effective 9/1/04	Kaiser Until 8/31/04	Kaiser Effective
Encounter Co-Pay (Office visit, labs, etc.)	Zero	\$10 (deductible is waived)	Zero	\$10
Emergency Room Co-Pay	Zero or \$25, depending on class	\$35 (waived if directed by network physician or admitted as an inpatient)	Zero	\$35
Annual Deductible	Zero	\$100 - 3 times individual deductible per family	None	None
Co-insurance	20% non-	20% non-network	None	None
Mental Health/Chemical Dependency	50% any provider	Covered like any medical condition – no reduction	Covered like any medical condition – no	No change
Infertility; Orthotics; Smoking Cessation	Not Covered	Coverage Now Available, subject to new	No change	No change
Wellness	Limited	Expanded	Extensive	No Change
Health Education	Limited	Expanded	Extensive	No Change

APPENDIX

Lifetime Maximum-medical	\$1,000,000 (goes to	\$5,000,000	Not applicable	Not applicable
Generic Drug – up to 30 day supply	\$1	\$10	\$5	\$10
Brand Drug - up to 30 day supply	\$1	\$15	\$5	\$15
Mail Order –up to 90 supply (Brand and Generic)	\$1	\$5	\$5	\$5* Peralta reimburses expenses over \$5

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

PERALTA COMMUNITY COLLEGE DISTRICT
A15. [CONTRACT] RETRAINING
LEAVE CONTRACT

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

PLEASE READ CAREFULLY

Employee Signature

Date: _____

PCCD Signature

Date: _____

Approved by College President

Date: _____

APPENDIX

A16. JOB DESCRIPTIONS

16.1 Job Description for Counseling Department Chair

May 6, 1992

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

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

16.2 Job Description for Department Chairperson

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 A16.

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 (SLOs) 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.
16. Coordinate the utilization and monitor the condition of facilities and equipment assigned to the department.
17. Participate in evaluating all staff assigned to the department and help supervise student workers.
18. Assist counselors and the Articulation Officer to clarify and update information on departmental courses in conjunction with the matriculation process.
19. Communicate departmental concerns to the Division Dean or Vice President of Instruction. Work with administration through the Division Dean or Vice President of Instruction to effect changes requested by the department
20. Encourage departmental faculty to keep abreast of changes in curriculum patterns, philosophy of education at other two-year and four-year colleges and/or vocational fields and disseminate information to department members.

APPENDIX

21. Assist the Division Dean or Vice President of Instruction in implementing District and state mandated policies, procedures and regulations affecting departmental operations and services.
22. Assist the Division Dean with program development activities.
23. May represent the department and serve as liaison to agencies, organizations, businesses; etc.
24. Perform related tasks as assigned.

This job description for Appendix 16 is subject to approval of the PFT in accordance with its procedures and, thereafter, approval of the PCCD Chancellor and Board of Trustees.

Dated: 2007

16.3 Description for DSP&S Coordinator
May 4, 1992

Under the supervision of the Dean of Students or the Assistant Dean of Students, the Coordinator of the Disabled Student Programs and Services (DSP&S) plans, develops, directs, evaluates, and coordinates educational support services and instructional programs to meet the educational and accessibility needs of students with disabilities to assure compliance with State and Federal laws and regulations.

The DSP&S Coordinator is responsible for the day-to-day operation of DSP&S. Specific responsibilities include, but are not limited to, the following:

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

APPENDIX

22. Perform related tasks as assigned.

16.4 Job Description for Head Librarian

May 4, 1992

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

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

16.5 Job Description for Health Services Coordinator

Dated: 4/13/2015

CLASS PURPOSE

Under the supervision of the Vice President of Student Services or designee, the College Health Services Coordinator provides, plans, develops, directs, evaluates, and coordinates campus physical and mental health programs to meet the health care needs of students and to further their success and equity in education. The Health Services Coordinator is responsible for the day-to-day operation of campus Health Services. The Coordinator's primary responsibility is to provide students with direct clinical services and care in the area(s) in which s/he is licensed. The Coordinator will also coordinate with the Vice President of Student Services (or designee), Risk Manager, and District Director of Health Services to provide those services s/he is not licensed to provide.

EXAMPLES OF ESSENTIAL DUTIES:

Any one position may not include all of the duties listed nor do listed examples include all tasks which may be found in positions of this class.

Specific responsibilities include, but are not limited to, the following:

- Provides direct services and clinical care including physical health or mental health assessment, treatment, and education;
- Coordinates the activities of faculty, contract, volunteer, and/or student personnel assigned to Health Services;
- Develops and plans the Health Services Program and coordinates Health Services activity such as:
 - Personal, emotional, and crisis counseling and clinical care of students with mental health needs
 - Provides first aid, assessment, and/or immediate referral to a nurse or doctor
 - Health services outreach activities,
 - Trainee, practicum, and Internship programs
 - Campus HIV testing, acupuncture, nursing services, and wellness fairs.
 - First aid and CPR training on campus
 - Maintains first aid kits throughout the campus
 - Wellness education and training, including annual Wellness Fair and blood drive each semester
 - Coordinates the preparation and monitoring of the campus health services budget;
 - Monitors the clinical practice according to Health Services and College and District policies and procedures, as well as applicable County, State, and Federal regulations, licenses, and standards to ensure compliance and the quality of care provided in the student health services program;
 - Maintains a secure, accessible system of confidential medical and mental health records in accordance with applicable standards of practice and State and Federal laws;
 - Supervises and trains graduate or post-graduate level trainees or interns;
 - Provides campus crisis intervention services, training, and response;
 - Provides education and consultation to faculty, staff, and administrators with concerns about student physical/mental health;
 - Represents Wellness Services on college and district committees;

APPENDIX

- Participates in outreach and promotion of campus wellness services;
- Conducts workshops for students related to health, stress, and/or other physical/mental health related topics;
- Prepare reports, surveys, and other documents as required by the area administrator;
- Conducts on going evaluation of programs, staff and student workers;
- Provides liaison with the college administration, faculty, and staff regarding Health Services issues and concerns;
- Provides and/or organizes in-serve training for faculty and staff regarding the needs of students with physical/ mental health issues;
- Serves as liaison to campus and/or community agencies, including referral to campus or community agencies and follow-up services;
- May represent the college in District and in State Health Services activities;
- May represent Health Services on campus and at District committee meetings;
- Keeps current with trends and developments in the field through appropriate literature, conferences, and other information sources;
- Perform related tasks as assigned.

16.6 Job Description for Student Health Services Nurse

CLASS PURPOSE

Under the direction of the Dean of Student Services or designee, the Student Health Services Nurse will provide health services care and case management to students at the Peralta Colleges. Such services will include disease protection, prevention, and health promotion. Other responsibilities will include facilitating medical and mental health services and making appropriate referrals for prompt treatment to limit or prevent disability; and to perform other related duties in support of student health. Note: The person hired must meet the State Minimum Qualifications for any/each discipline s/he is assigned to teach.

EXAMPLES OF ESSENTIAL DUTIES

Any one position may not include all of the duties listed, nor do listed examples include all tasks which may be found in positions of this class. To perform this job successfully, an individual must be able to perform each essential duty of the position satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions required for the position.

- Provide Registered Nursing services to the Student Health Service Program.
- Assist college medical and mental health teams in providing health care, including stress reduction, to the college student population.
- Assess physical health needs and offer appropriate services and/or referrals.
- Assist in or provide crisis intervention and health education.
- Refer student to appropriate campus and community resources for health service needs.
- Provide follow-up (care/case management) on students, and medical treatment and services as needed.
- Make appropriate referrals to private practitioners and community agencies for long-term chronic health needs.
- Consult with and advise faculty and other staff in assisting students with health care needs.
- Follow public health protocols for communicable disease control (tuberculosis screening).
- Provide emergency first aid assessment
- Respond as a member of the Disaster and Crisis Alert Team to provide medical care and triage and to work with community agencies.
- Conduct programs for blood pressure screening, influenza clinics, cholesterol screening, and health maintenance services.
- Assist with orientation for new Registered Nurses and student health staff.
- Alert the Dean of Student Services and the Director of Health Services of possible areas of health concern requiring the need for intervention
- Assist in formulating policies, procedures, and protocol for the student health service.
- Participate in college committees relevant to health and safety.
- Evaluate clinic standards of care related to Student Health Services Policies and Procedures from licensed and unlicensed health care providers, according to the California Nurse Practice Act.
- Inventory, requisition, and keep current all necessary nursing equipment and supplies.
- Perform other related job duties as assigned.

16.7 Job Description for Mental Health Specialist

CLASS PURPOSE

Under the supervision of the Vice President of Student Services or designee, the Mental Health Specialist provides, plans, develops, directs, evaluates, and coordinates mental health programs to meet the health care needs of students and to further their success and equity in education. The primary responsibility of the Mental Health Specialist is to provide students with direct clinical services and care in the area(s) in which s/he is licensed.

EXAMPLES OF ESSENTIAL DUTIES:

To perform this job successfully, an individual must be able to perform each essential duty of the position satisfactorily. Specific responsibilities include, but are not limited to, the following:

- Provides direct services and clinical care including mental health assessment, treatment, and education;
- Develops and plans a Mental Health Services Program and coordinates Mental Health Services, such as:
 1. Personal, emotional, and crisis counseling and clinical care of students with mental health needs
 2. Mental health services outreach activities,
 3. Trainee, practicum, and Internship programs o Mental health wellness education and training
- Monitors the clinical practice according to Health Services and College and District policies and procedures, as well as applicable County, State, and Federal regulations, licenses, and standards to ensure compliance and the quality of care provided in the student health services program; • Maintains a secure, accessible system of confidential mental health records in accordance with applicable standards of practice and State and Federal laws;
- Supervises and trains graduate or post-graduate level trainees or interns;
- Provides campus crisis intervention services, training, and response;
- Provides education and consultation to faculty, staff, and administrators with concerns about student mental health issues;
- Represents mental health wellness services on college and district committees;
- Participates in outreach and promotion of campus mental health wellness services;
- Conducts workshops for students related to mental health, stress, and other mental health-related topics;
- Prepare reports, surveys, and other documents as _____ by the area administrator;
- Provides liaison with the college administration, faculty, and staff regarding mental health services issues and concerns;
- Provides and/or organizes in-service training for faculty and staff regarding the needs of students with mental health issues;
- Serves as liaison to campus and/or community agencies, including referral to campus or community agencies and follow-up services;
- May represent the college in District and State Health Services activities;
- May represent Health Services on campus and at District committee meetings;
- Keeps current with trends and developments in the field through appropriate literature, conferences, and other information sources;
- Perform related tasks as assigned.

APPENDIX

A17. [FORM] LEAVE BANKING
PROGRAM APPLICATION

College _____

Requested For: Banked Hours Use of Banked Hours (Leave) Cash-out Banked Hours

Instructor name: _____ SS # _____

Term Applied For: _____ Beginning: _____ Ending: _____

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

Instructor's Signature: _____ Date: _____

VICE PRESIDENT OF INSTRUCTION – OFFICE USE ONLY

Status: Tenured
 Probationary, indicate Contract FTE during current school year _____

Date last banked leave taken/paid: _____

Number of hours used or cashed: _____

Balance of banked hours: _____

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

Initial Date of hire (Seniority): _____

Rate of pay (Pro-Rata Schedule): _____

Verified by: _____ Date: _____

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

Division Dean: _____ Date: _____

Vice President of Instruction: _____ Date: _____

College Business Officer: _____ Date: _____

Vice Chancellor of Educational Services: _____ Date: _____

Reason for request not being approved: _____

HUMAN RESOURCES OFFICE USE ONLY

Date Entered and Recorded: _____ By: _____

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

CONVERSION FACTORS:

- To convert semester equated hours to quarter equated hours multiply by 1.5
- To convert quarter equated hours to semester equated hours multiply by 0.667
- To convert summer semester hours divide by 3
- To convert summer quarter hours divide by 2

A18. LEAVE BANKING PROGRAM

GENERAL INFORMATION

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

BENEFIT

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

ELIGIBILITY

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

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

CASH-OUT PROCEDURES

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

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

A19. SIDE LETTERS

19.1 Two-Year Contract Extension: November 21, 2006

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

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

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

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

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

PERALTA COMMUNITY COLLEGE DISTRICT

A20. SIDE LETTER Two-Year Contract
Extension – Recitals

PFT Proposal No.3;"Overarching" Proposal 11/20/2006

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

INTRODUCTION

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

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

RECITALS

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

APPENDIX

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

8. Whereas the parties agree that the modifications herein are intended to protect the integrity of the district retiree health benefits plan; and
9. Whereas the parties desire to resolve any differences regarding the interpretation or application of the previous language by this Agreement without the cost and expense of further dispute and/or litigation or arbitration.

SPECIFIC TERMS OF THIS AGREEMENT

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

1. The District shall agree to an extension of the 2004-2007 agreement up to and including June 30, 2009. The terms of this extension agreement shall be (1) the 2004-2007 Agreement; and, (2) as modified by the instant agreement and its attached revised Article 22, and, (3) as set forth in a separate extension agreement. The instant Agreements and the separate "Extension Agreement" shall not be valid and operational unless all three agreements are ratified and approved by the District Board of Trustees, and approved by the PFT, no later than November 28, 2006, or as of such other date as the parties otherwise agree, in writing by an amendment to this Agreement. PFT shall act to approve these agreements in accordance with its applicable procedures and practices, as determined solely by the PFT.
2. Revised Article 22 hereto shall be and hereby is substituted for current Article 22 in the collective bargaining Agreement, effective upon ratification by the parties. It shall also become part of the parties 2007-2009 Agreement, and therefore in the extended agreement adopted hereto.
3. This Agreement to revise and amend previously agreed upon contract language shall not be considered precedential for any purpose and shall not be cited by the District in subsequent negotiations or in any proceeding as evidence in support, of or opposed to any other change in this, or any subsequent, collective bargaining agreement.
4. Hold harmless clause:
 - a. This clause shall take effect only if the interpretation or application of the language contained in Articles 22.F.2.c. and 22.F.3.c. of the 2004-2007 Agreement is challenged in an appropriate forum, and the PFT is named as a party in such action.
 - b. The parties acknowledge that the District and the PFT may not currently agree on the legal interpretation or effect of the current language contained in 22.F.2.c. and 22.F.3.c. of the 2004-2007 Agreement between the parties. However, the parties expressly acknowledge that the current language in the 2004-2007 Agreement does not

APPENDIX

entirely reflect the intent of the parties in the 2003-2004 negotiations.

- c. In exchange for the revisions/modifications to the language contained in Articles 22.F.2.c. and 22.F.3.c. of the 2004-2007 Agreement, the District has agreed to other modifications in the language set forth in Article 22. of the 2004-2007 agreement, which the District and PFT consider to be improvements in the contract as a whole and in Article 22 in' particular.
- d. The parties further agree that nothing in this Agreement, or in the agreement memorializing changes in Article 22.F. shall be construed as acceptance by the PFT of the District's position on the interpretation of language contained in 22.F.2.c. and 22.F.3.c. of the 2004-2007 Agreement.
- e. Notwithstanding these possible differences of opinion, the parties agree that this agreement is a valid and binding collectively bargained agreement.
- f. Accordingly, should the language contained in 22.F.2.c. and 22.F.3.c. of the 2004-2007 Agreement be challenged in an appropriate forum, and if the PFT is named as a party in such action, the District hereby agrees to hold harmless and indemnify the PFT for any adverse final judgment. The cost of defense and attorney's fees incurred by the PFT in said matter shall be paid by the PFT.

APPENDIX

A21. TENURE TRACK & TENURED CONTRACT
FACULTY EVALUATION POLICIES &
PROCEDURES HANDBOOK

The current version of the Tenure Track and Tenured Contract Faculty Evaluation Policies and Procedures Handbook, with full time and part time forms and side letters, can be found at the following website:

http://pft1603.org/?page_id=215

OR:

[http://web.peralta.edu/educacionalservices/faculty-evaluations-tenure-review/tr-handbook/](http://web.peralta.edu/educationalservices/faculty-evaluations-tenure-review/tr-handbook/)

Please check for the most current version.

A22. SIDE LETTER AGREEMENT ON RELEASE-
TIME FOR TENURE FACILITATORS

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 TRCs at each college, with double weighting to be given to each first year TRC. (Refer to Appendix I 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 TRCs 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.

A23. AGREEMENT REGARDING EVALUATION
LOTTERY FOR PT 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 this 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.

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.

APPENDIX

A24. [FORM] AGREEMENT FOR PLACEMENT IN
PREFERRED HIRING POOL FOR MULTIPLE
DISCIPLINES

Faculty Member Name:

Discipline Evaluated In:

Evaluation Date:

Date of Placement:

Discipline(s) for Additional Placement:

Faculty Member Signature:

Department Chair Name:

Department Chair Signature: _____

Dean Name:

Dean Signature:

APPENDIX

A26. TENURE TRACK FACULTY EVALUATION POLICIES AND PROCEDURES
(TIME SPENT TOWARD SERVICE)
(IN ACCORDANCE WITH ED. CODE SECTION 87776)

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 terms 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 spend on paid leave shall count toward the service percentage 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 the year two, three and four for an employee to receive tenure track credit:

- a. The employee must have an equated load consisting of more that 0.67 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.

A27. LETTER OF AGREEMENT ON SALARY.
MEDICAL AND DENTAL BENEFITS

FOR 2014-15 AND 2015-16

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

1. Effective July 1, 2014, the District shall provide an ongoing three percent (3%) increase in salaries for PFT contract and part-time faculty as follows:
 - a. 3% will be added to the contract salary schedule
 - b. 1.85% will be added to all part-time and extra service salary schedules
 - "no outside job" schedule (old 75%)
 - "outside job" schedule (old 60%)
 - extra service schedule
 - c. All remaining funds (up to the 3% PFT total), will be used to fill steps in the "no outside job" schedule (old 75%). PFT will work with the VC of Finance to allocate available post-COLA monies on the "no outside job" 25-step part-time salary schedule to help bring each step closer to true 75% pro-rata relative to the full-time schedule.
2. Effective July 1, 2015, the District shall provide an ongoing three percent (3%) increase in salaries for PFT contract and part-time faculty as follows:
 - a. 3% will be added to the contract salary schedule
 - b. 1.58% will be added to all part-time and extra service salary schedules
 - "no outside job" schedule (old 75%)
 - "outside job" schedule (old 60%)
 - extra service schedule
 - c. All remaining funds (up to the 3% PFT total), will be used to fill steps in the "no outside job" schedule (old 75%). PFT will work with the VC of Finance to allocate available post-COLA monies on the "no outside job" 25-step part-time salary schedule to help bring each step closer to true 75% pro-rata relative to the full-time schedule.
3. Medical Benefit language (regarding Kaiser, PPO lite and PPO traditional) from the 2012-15 contract shall remain unchanged through 2015-16.
4. Delta Dental
 - a. Since 2012-13, the PFT has contributed \$291,000 per year to keep the District's maximum contribution for dental at the United Healthcare (UHC) Dental family rate, as provided in the 2012-2015 agreement, in the section entitled "Dental Plans"
 - b. For 2014-15, that difference is projected to be \$240,040.92 (which is less than \$291,000)
 - c. For 2015-16, that difference is projected to be \$251,125.92 (which is less than \$291,000)
 - d. The PFT will work with PCCD to apply these differences to cover future increases in PFT Delta Dental contributions.

PERALTA COMMUNITY COLLEGE DISTRICT

A28. NON-SMART CLASSROOM CAMERAS BY COLLEGES AND ROOM NUMBERS

(Provided by General Services on 10/25/13)

Alameda	Berkeley		Laney	Merritt	
B201	14	311	A233	A100	D200
	15	315	A239	A106	D204
C105	31	316	A266	A113	D205
C109	32	321	A271	A116	
	33	322	AC110	A117	
C209	34	324	AC112	A122	D210
C210	51	341A	B130	A133	D224
C211	52	421	B153	A137	D228
C212	53	422	D107	A139	D233
	54	423	D200	A206	D234
D115	55	424	E200	A208	D247
D119	57	431	E207	A211	D252
D204	125	513	E211	A214	H101
D206	126		E254	A215	H105
D222	212		F200	A217	H108
D237	214		F204	A218	P103
D302	215	521	F255	D119	P107
D312	216	522	G130	D127	P111
L105	218		G181A.	D128	P203
L215	224	?514*			?P204*
L237		?515*			
	?518*		G189A	D132	
			G209		
				D133	P208
			G246	D136	P218
			G270	D137	P305
			TH426	D144	P306
			Forum	D165	P307
				D166	R028
				D178	SRH
					R110

*Rooms crossed off on original survey

APPENDIX

Peralta Community College District

A29. [FORM] FACULTY REQUEST FOR CLASSROOM VIDEO RECORDING

The Peralta Community College District (PCCD) and the Peralta Federation of Teachers (PFT) recognize that there may be good cause for a faculty member to request a video recording of the activity in his/ her classroom for a specified purpose and period of time, as per item 16 of the Second Letter of Agreement Regarding the use of Cameras in the Classroom.

If recording is agreed upon by all the parties, it shall be the District's responsibility to post adequate notice that the area is being video-taped.

This Request to Record form shall be signed and delivered to the Associate Vice Chancellor of Information and Technology or designee. A copy of the form shall be provided to the PFT within forty-eight hours of receipt by the Associate Vice Chancellor's Office. Within one week of PFT's receipt, the faculty member, PFT, and Associate Vice Chancellor of Information and Technology shall meet to agree upon the terms of recording, including storage, access, use, beginning and ending dates, as per item 16 of the Second Letter of Agreement Regarding the use of Cameras in the Classroom. A MOU signed by all three parties (the faculty member, PFT, and PCCD) will signify agreement. If there is no signed MOU, recording will not be permitted and shall not commence.

I, _____, a faculty member at _____ College hereby request District IT to video record my class or work area for the following reason(s):

Course Title: _____ Course #: _____ Code #: _____ Room #: _____

From _____ o'clock to _____ o'clock; _____

Starting on: _____ 20_ ; Ending on _____, 20_

Signature of faculty member

Date

APPENDIX

PERALTA COMMUNITY COLLEGE DISTRICT
A30. [FORM] INFORMATION TECHNOLOGY
VERIFICATION FORM

College: _____ Semester: _____

Year: _____

The Information and Technology Department requires verification from the Colleges as follows:

Please return the completed forms with all required signatures to Calvin Madlock, Associate Vice Chancellor Information Technology, no later than two weeks before the start of a new semester, intersession, or summer school.

The Office of Instruction hereby verifies that no classes, including weekend classes, are being offered for the semester and year indicated above, with a start time of before 6:00 a.m., and/or end time of after 10:00 p.m.

In the event there is a change during the semester, intersession, or summer school, where a class is to be offered with a start time before 6:00 a.m. or an end time after 10:00 p.m., the Vice President of Instruction shall provide written notice, via email, to Associate Vice Chancellor Madlock, the Office of Human Resources and Employee Relations, and PFT President at least two business days prior to the start of the class. The notice will identify the class, location, start time, and end time.

Vice President of Instruction (Signature Required)	Date
--	------

College President (Signature Required)	Date
--	------

Cc: Office of Human Resources & Employee Relations
PFT President

APPENDIX

APPENDIX

FACULTY - CONTRACT AND ADJUNCT
 CLASSIFIED AND CONFIDENTIAL EMPLOYEES –
 Full-time and Part-time

A31. [FORM] ENROLLMENT FEE WAIVER FORM

Employee Name: _____

Social Security Number _____

Location: ___ Berkeley City College
 ___ College of Alameda ___ District
 ___ Laney College Office
 ___ Merritt College

Department: _____

Course Title	Course Number	Number of Units	Class-Days	Class Times

I certify that the employee is a regular contract or adjunct faculty member, or classified or confidential employee, and thereby qualifies for the program.

_____ Date: _____
 Signature (Vice President, Instruction or Division Dean or Department Manager)

Printed Name

Upon approval of this form) complete your class registration with Admissions and Records. Then return this form to the Cashier's Office. The Cashier will waive the enrollment fee. You will be responsible for the student use fee and other fees that may be applicable.

APPENDIX

APPENDIX

A32. [Form] Part-Time Faculty Availability & Preference Form

If you are interested in a part-time faculty assignment for the Fall 2018 term, please complete this form and return it to your Dean postmarked/mailed no later than December 15, 2017.

Completion of this form does not guarantee any particular assignment.

Please see Article 30 (Part-Time Temporary Instructors) for additional information.

(Please Print)

Name: _____ Discipline: _____

I am interested in the following assignment(s): Teaching Counseling Librarian

In order of preference, please rank from highest to lowest the blocks of times you would prefer for your assignment(S), with "1" being the highest. (Note: Selecting a preference for one time slot does not guarantee you will receive an assignment in that slot. You will not be considered for an assignment if any time slot is left unmarked)

Fall 2018 Semester:

DAYS	7:30 am - 12:00 pm	12:00 pm - 3:00 pm	3:00 pm - 6:45 pm	After 6:45 pm
Mondays & Wednesdays				
Mondays, Wednesdays & Fridays				
Tuesdays and Thursdays				
Fridays				

Are you available for assignment(s) on nights or on Saturdays? (if yes, check all that apply) Yes No

Nights: Mondays Tuesdays Wednesdays Thursdays Fridays

Saturdays (day classes)

In order of preference, list the courses you would like to teach.

Online courses: _____

Please note any limitations or other comments to any of your preference above. (For example: I am unavailable on Tuesdays or before 10:00 am)

Contact information:

Print Name: _____ Date: _____

_____/_____/_____

Home Phone: (____) _____ Alternative Phone: (____) _____

Email address: _____

Signature: _____

Please note: The above contact information is for response to this document only and does not constitute a change in District personnel records. Changes in phone numbers, address or other contact information should be made as soon as possible through the Office of Human Resources.

PERALTA COMMUNITY COLLEGE DISTRICT

A33. Request to Participate in Office Hour

Part-time faculty office hours are described in Article 18, Section A, Paragraph 7 of the Collective Bargaining Agreement.

7. Part-time office hours

- a. PFT and the District agree that any annual increase in the cost of part-time faculty office hours will be deducted before determining PFT’s share of the Projected Net Increase or Decrease in District’s Available Resources, in the same way that the increase in health benefits will be deducted before determining PFT’s share of the Projected Net Increase or Decrease in District’s Available Resources.
- b. 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:
 - 1) Student Equity funds from the State Chancellor's Office.
 - 2) State reimbursement provided to the District for paid office hours, under the State Chancellor's guidelines.
 - 3) General Funds or Measure B
- c. 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.
- d. Office hour compensation shall be included in monthly part-time faculty salary payments.
- e. 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.
- f. 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.

- g. 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.

APPENDIX

A34. [FORM] Request to Participate in Office Hour

Submission of this form and course syllabi shall be completed by the end of the first week of instruction. Electronic submission of this form is encouraged.

NAME: _____ DEPARTMENT: _____

Course (e.g. CHEM1A)	Units	Office hour day	Office hour time	Office hour location

Face-to-face classes shall hold office hours on campus at a designated time.

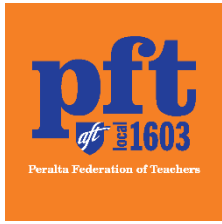
Online classes shall hold office hours online at a designated time.

Hybrid classes shall hold office hours either online or on campus at a designated time.

I hereby certify that I understand the terms and conditions of the part-time office hours as described in Article 18. A.7. of the Collective Bargaining Agreement between the District and the PFT.

Signature Date

APPENDIX



PERALTA FEDERATION OF TEACHERS, AFT LOCAL #1603

A35. [FORM] 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, 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.*

2017-2018 Academic Year and Summer 2018

Contract/Regular Faculty

_____ Dues are based on **0.01755*** of gross salary, plus approved AFT/CFT pass-through, due each month of employment. **(or current approved rate)*

Part Time/Hourly Faculty

___ Dues are **\$33.95** for each month of employment at **more than 3 equated hours**, plus approved AFT/CFT pass-through.

___ Dues are **\$19.46** for each month of employment at **3 equated hours or less**

Name: _____ **NON-Peralta**

Email: _____

Address: _____

City/Zip: _____

Home Tel: _____ Work Tel.: _____

Mobile: _____

College: _____ Dept.: _____ Birthdate (required): _____ Employee

ID#: _____

I hereby request and voluntarily accept membership in Peralta Federation of Teachers, 1603 (hereafter "PFT") and I agree to abide by its Constitution and Bylaws. I authorize PFT to act as my exclusive representative in collective bargaining over wages, benefits, and other terms and conditions of employment with my employer.

SIGNATURE: _____ **DATE:** _____

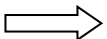
AUTHORIZATION FOR DUES WITHHOLDING FROM EARNINGS

I hereby request and voluntarily authorize my employer to deduct from my earnings and pay over to PFT the regular monthly dues uniformly applicable to members of PFT. This authorization will remain in effect and shall be irrevocable unless I revoke it by sending written notice to The Local during the period not less than 30 days and not more than 45 days before 1) the annual anniversary date of this agreement or 2) the date of termination of the applicable contract between the employer and PFT, whichever occurs sooner. This authorization shall be automatically renewed as an irrevocable check-off from year to year unless I revoke it in writing during the window period, irrespective of my membership in PFT.

Union dues may not be deductible for federal income tax purposes; however, under limited circumstances dues may qualify as a business expense.

SIGNATURE: _____ **DATE:** _____

TURN OVER TO SELECT YOUR COPE CONTRIBUTION & ACTIVATE GROUP LIFE INSURANCE



SUPPORT THE UNION'S COMMITTEE ON POLITICAL EDUCATION (COPE)

I hereby authorize my employer to deduct from my salary the sum of ___\$10___\$15___\$25 \$ _____ (other amount) per pay period and forward that amount to PFT's Committee On Political Action (COPE). This authorization is signed freely and voluntarily and not out of any fear of reprisal, and I will not be favored or disadvantaged because I exercise this right. I understand this money will be used by AFT/COPE to make political contributions. AFT/COPE may engage in joint fundraising efforts with the AFL-CIO. This voluntary authorization may be revoked at any time by notifying PFT's COPE in writing of the desire to do so.

Contributions or gifts to AFT/COPE are not deductible as charitable contributions for federal income tax purposes.

SIGNATURE: _____ **DATE:** _____

ACTIVATE \$5,000 OF GROUP LIFE INSURANCE AT NO COST TO YOU

Yes!, I am a new member within the last 12 months and I elect \$5,000 of Group Term Life Insurance which is available to me at no cost for one full year as a new AFT member. I want to be covered under the group plan for the benefits which I am or may become eligible for, as requested below. The AFT provides this insurance for one year as a benefit of AFT membership.

I am actively at work. (Retirees are not eligible.) *The \$5,000 coverage will be reduced by 50 percent at age 65 and by 75 percent at age 70.*

My beneficiary is to be (PLEASE PRINT)

Relationship _____

I hereby certify that all statements and answers in this form are full, complete, and true to the best of my knowledge and belief. I understand that to be eligible for coverage I must be a new AFT member, actively working, and not currently insured under the Group Term Life Insurance plan for AFT members. In no event will I be eligible for this coverage beyond 12 months from my AFT membership date. I understand that my coverage will become effective on the first day of the month following the date this application is signed. Any person who knowingly and with intent to defraud any insurance company or other person files an AFT application for insurance or a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties. *For questions, phone toll-free (888) 423-8700 or visit www.aftbenefits.org*

SIGNATURE: _____ **DATE:** _____

Please return this original form to the PFT Office in any of the following ways: ✍
By mail or drop-off in person → 500 East Eighth Street, Suite B, Oakland, CA 94606; By Intra-District mail → Peralta Federation of Teachers (PFT) Office; By Laney College mail → Laney Tower, PFT Department mailbox -or- Give it to your PFT Campus Rep.

A36. FACULTY HIRED UNDER ED CODE SECTION 87470

1. Ed Code Section 87470 only applies to academic employees hired in programs and projects to perform services conducted under a contract with a public or private agency, (usually one year), or other categorically funded project of indeterminate duration. They are temporary full-time faculty and may be hired on a full- or part-time basis, consistent with district need and program requirements. Ed Code section 87470 does not apply to academic employees paid with "categorical" state funds under Ed Code Section 87470 (b), such as EOPS, and DSPS, etc. Ed Code Section 87470 also does not apply to any faculty member who has been employed in the regular educational programs of the District as a contract employee before being assigned to a categorically funded program.
2. All faculty hired under Ed Code Section 87470 are represented by the Peralta Federation of Teachers 1603 and are members of the bargaining unit.
3. All 87470 employees shall sign a contract (example is attached to this letter A35.4), acknowledging their status. The contract shall specify the length of the assignment. If these employees are hired on a one-year contract and subsequently hired for another one-year contract, they must sign an agreement at the beginning of each contract year.
4. This side letter shall be attached to all 87470 contracts.
5. A list of all faculty hired under Ed Code Section 87470 shall be sent to the PFT President every semester.
6. The signed contract shall include the following statement:

Ed Code Section 87470 only applies to academic employees hired in programs and projects to perform services conducted under a contract with a public or private agency, or other categorically funded project of indeterminate duration. Section 87470 only applies to academic employees hired under a specific contract with a public or private agency. A copy of that contract is attached to this agreement. Also attached to this agreement is a document summarizing your rights under the Collective Bargaining Agreement between the Peralta College District and the Peralta Federation of Teachers. Because you have been hired under Ed Code Section 87470, you do not have the same rights as other full-time contract faculty employed by PCCD. If you have any questions about your rights under the PFT/PCCD Collective Bargaining Agreement, you may contact the Peralta Federation of Teachers.

7. Full time employees hired under this Ed Code section must be paid 100% with funds from public or private agency contract. A full-time employee cannot be paid partially as an 87470 employee, and partially from Peralta's general fund or categorical (EOPS, DSPS) budget. These faculty can only work extra service if extra service is paid in full through their 87470 contract. Ed Code Section 87470, and the provisions of this Side Letter relating to categorical employees, apply only to faculty who are paid 100% from categorical funds, or to that portion of a position that is paid with categorical funds.

APPENDIX

8. Because of the nature of the 87470 employment contract, some articles from the PFT/PCCD Collective Bargaining Agreement apply to these employees and some do not. The following chart is based on the current agreement and on the Ed Code and summarizes contractual rights of 87470 employees under the PCCD/PFT Collective Bargaining Agreement. If an 874780 faculty member has questions about rights under the CBA, they should contact the PFT office.

36.1 CBA ARTICLES WHICH APPLY IN THEIR ENTIRETY TO 87470 FACULTY

ARTICLE 1: RECOGNITION

ARTICLE 2: SUPPORT OF AGREEMENT

ARTICLE 3: EFFECT OF AGREEMENT

ARTICLE 4: ACADEMIC FREEDOM

ARTICLE 5: NON-DISCRIMINATION

ARTICLE 6: FEDERATION RIGHTS

ARTICLE 7: MANAGEMENT RIGHTS

ARTICLE 8: SEPARABILITY AND SAVINGS

ARTICLE 10: RESIGNATION

ARTICLE 12: SAFETY

ARTICLE 13: PERSONNEL FILES

ARTICLE 15: WORKING CONDITIONS

ARTICLE 16: INTRA-DISTRICT MILEAGE

ARTICLE 17: ACADEMIC CALENDAR

ARTICLE 19: GRIEVANCE PROCEDURE

ARTICLE 21: SALARY (assuming salary schedule is identified in contract with employee)

ARTICLE 22: HEALTH AND WELFARE BENEFITS

*NOTE: 87470 faculty shall receive the same health and welfare benefits and COBRA rights as other faculty. If they have continuous full time employment at Peralta in any capacity, they qualify for the same retirement benefits as regular academic faculty with the same hire date and the same continuous service.

ARTICLE 29: RETIREMENT

ARTICLE 32: VOLUNTARY SICK LEAVE CONTRIBUTION

ARTICLE 33: DISTANCE EDUCATION

ARTICLE 34: USE OF CAMERAS IN CLASSROOMS

ARTICLE 35: TERM OF AGREEMENT

36.2 CBA ARTICLES WHICH DO NOT APPLY TO 87470 FACULTY

ARTICLE 9: INTRA-DISTRICT

ARTICLE 23: SENIORITY LIST

ARTICLE 24: REDUCTION IN FORCE

ARTICLE 27: REDUCTION TO PART-TIME

ARTICLE 28: MATRICULATION

ARTICLE 30: PART-TIME TEMPORARY INSTRUCTORS

ARTICLE 31: SUMMER SESSION AND INTERSESSION

36.3 CBA ARTICLES WHICH PARTIALLY APPLY TO 87470 FACULTY

ARTICLE 11: FACULTY EVALUATION AND TENURE

* 87470 Faculty all are evaluated as using the "Part-time and Tenured" procedures, since they are not tenure-track faculty

ARTICLE 14: SPECIAL ASSIGNMENTS

*87470 faculty may NOT vote for, run for or be elected as Dept Chairs as part of their 87470 assignment

*87470 faculty may not be offered or accept special assignments which involve release time

*87470 faculty may accept special assignments involving stipends

ARTICLE 18: HOURS, WORKLOAD, CLASS SIZE

*This article applies unless otherwise noted in the signed individual contract between the District and the faculty member. It is understood that this employment agreement is individually negotiated between the District and the employee.

*Section F (Counselors) does not apply to 87470 faculty

ARTICLE 20: DISCIPLINARY ACTION AND INVESTIGATIVE PROCEDURES

*Need language specifying when these employees will be treated as "probationary" employees and when they will be treated as "temporary employees"

ARTICLE 25: PROFESSIONAL DEVELOPMENT

*unless it is otherwise specified in the signed individual contract, 87470 faculty will be allowed to participate fully in flex day activities

ARTICLE 26: LEAVES

- A. Leave of Absence — DOES NOT apply to 87470 faculty
- B. Effect of Leaves on Faculty Status — DOES NOT apply to 87470 faculty
- C. Sick Leave — Applies to 87470 faculty
- D. Bereavement Leave - Applies to 87470 faculty
- E. Use of Sick Leave for Personal Reasons - Applies to 87470 faculty
- F. Industrial Accident and Illness Leave - Applies to 87470 faculty
- G. Parental Leave - Applies to 87470 faculty
- H. Quarantine Leave - Applies to 87470 faculty
- I. Jury Duty - Applies to 87470 faculty
- J. Subpoena Leave - Applies to 87470 faculty
- K. Federation Leave - Applies to 87470 faculty
- L. Educational Leave - DOES NOT apply to 87470 faculty
- M. Research/Work Experience Leave DOES NOT apply to 87470 faculty
- N. Long-term Personal Necessity Leave - DOES NOT apply to 87470 faculty
- O. Legislative Leave - DOES NOT apply to 87470 faculty
- P. Military Leave - Applies to 87470 faculty (if leave is for part of academic year)
- Q. Exchange Leave DOES NOT apply to 87470 faculty
- R. Professional Development Leave (Sabbatical) - DOES NOT apply to 87470 faculty
- S. Retraining Leave - DOES NOT apply to 87470 faculty
- T. Leave Banking - DOES NOT apply to 87470 faculty
- U. Family Care Leave - Applies to 87470 faculty

APPENDIX

36.4 ED CODE 87470.

(a)

(1) The governing board of a community college district may employ academic employees, including educational administrators, in programs and projects to perform services conducted under contract with public or private agencies, or other categorically funded projects of indeterminate duration under terms and conditions mutually agreed upon by the employee and the governing board. The agreement shall be reduced to writing.

(2) Service pursuant to this section shall not be included in computing the service required as a prerequisite to attainment of, or eligibility to, classification as a regular employee of a community college district unless both of the following occur:

(A) The person has served as a faculty member pursuant to this section for at least 75 percent of the number of days in regular schools of the district by which he or she is employed are maintained.

(B) The person is subsequently employed as a contract employee in a faculty position.

(3) Persons may be employed for periods that are less than a full college year and may be terminated at the expiration of the contract or specially funded project without regard to other requirements of this code respecting the termination of contract or regular employees.

(b) This section shall not be construed to apply to any faculty member who has been employed in the regular educational programs of the district as a contract employee before being subsequently assigned to any one of these programs, nor shall it apply to those employees employed in programs operated pursuant to, or funded pursuant to, Article 8 (commencing with Section 69640) of Chapter 2 of Part 42, or Section 84850.

(c) Notwithstanding any other provision of law, upon termination or expiration of employment under this section, a person employed as an educational administrator shall not be entitled to the rights set forth in Section 87458 unless those rights are provided pursuant to his or her contract of employment.

PERALTA COMMUNITY COLLEGE DISTRICT
Office of Human Resources

36.5 [FORM] ACADEMIC EMPLOYEE AGREEMENT CATEGORICALLY FUNDED
POSITION

Location: _____ Date: _____

Name: _____ SSN: _____

Address: _____
(City) (Zip)

Source of Funds (Agency):

SECTION 1

You are hereby offered a temporary academic assignment in accordance with the provisions of Education Code Section 87470, a copy of which is attached hereto and incorporated herein by reference.

Ed Code Section 87470 only applies to academic employees hired in programs and projects to perform services conducted under a contract with a public or private agency, or other categorically funded project of indeterminate duration. Section 87470 only applies to academic employees hired under a specific contract with a public or private agency. A copy of that contract is attached to this agreement. Also attached to this agreement is a document summarizing your rights under the Collective Bargaining Agreement between the Peralta College District and the Peralta Federation of Teachers. Because you have been hired under Ed Code Section 87470, you do not have the same rights as other full-time contract faculty employed by PCCD. If you have any questions about your rights under the PFT/PCCD Collective Bargaining Agreement, you may contact the Peralta Federation of Teachers.

This offer of employment is made subject to the following terms and conditions:

Position Title: _____

Period of Employment: From: _____ To: _____

Hours Per Week: _____

APPENDIX

Salary:

a. Salary is to be based on documented education and experience for placement on the Academic Salary Schedule as stated in the Collective Bargaining Agreement with the Peralta Federation of Teachers (PFT).

b. _____

Fringe Benefits _____ Yes _____ No

If yes: _____ Health _____ Dental _____ Life Insurance

_____ Fully Paid _____ Partially Paid

Sick Leave _____
(Number of Days)

Other leaves as permitted by law: _____

SECTION II

Upon acceptance of this offer, you will be classified as a categorically funded employee pursuant to Section 87470 of the California Education Code, with employment in a program or project conducted under contract with a public or private agency or other categorically funded project of indeterminate duration.

While service in such classification, you will not be a regular contract employee of this District, nor will your time served in such classification be included in computing service required as a prerequisite of attainment of, or eligibility to, classification as a regular employee of the Peralta Community College District, except as provided by Education Code Section 87470.

Your employment may be terminated by the Board of Trustees of this District without regard to other requirements of the Education Code respecting the termination of contract or regular certificated employees. During the term of this Agreement, you may be terminated at the discretion of the Board of Trustees for any lawful reason upon three days notice. Such termination is not subject to judicial review, grievance, or other administrative review.

This offer of employment is made subject to the applicable laws of the State of California and to the relevant policies of the Board of Trustees of this District, all of which by reference are made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein.

This offer of employment and your acceptance of the offer will result in a contract of employment with the District upon approval of the Board of Trustees.

ACCEPTANCE

I ACCEPT the offer of employment under the terms and conditions stated in the Agreement.

I UNDERSTAND that to be legally employed as an academic employee, I must hold the required academic degree(s) and experience that authorizes service in the area to which assigned and comply with other laws and regulations governing this employment.

I UNDERSTAND that serving in this position, I am not a contract or regular employee and that my employment ends at the expiration of the assignment described in the Agreement or if the funding for such assignment ceases to exist, unless otherwise terminated in accordance with Section II above.

I UNDERSTAND that this contract is a full and complete statement of the terms of my employment with the Peralta Community College District. No terms inconsistent with this contract (including, but not limited to, terms affecting the Period of Employment of Salary) is effective unless in writing and executed by a designated representative of the District Board of Trustees.

Signature

Date

APPENDIX

DISTRICT ADMINISTRATIVE APPROVAL

College Administrator

Date

Vice Chancellor, Educational Services

Date

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