

APPENDIX

The Peralta Community College District

And

Peralta Federation of Teachers

For Contract Period
July 1, 2022 – June 30, 2025

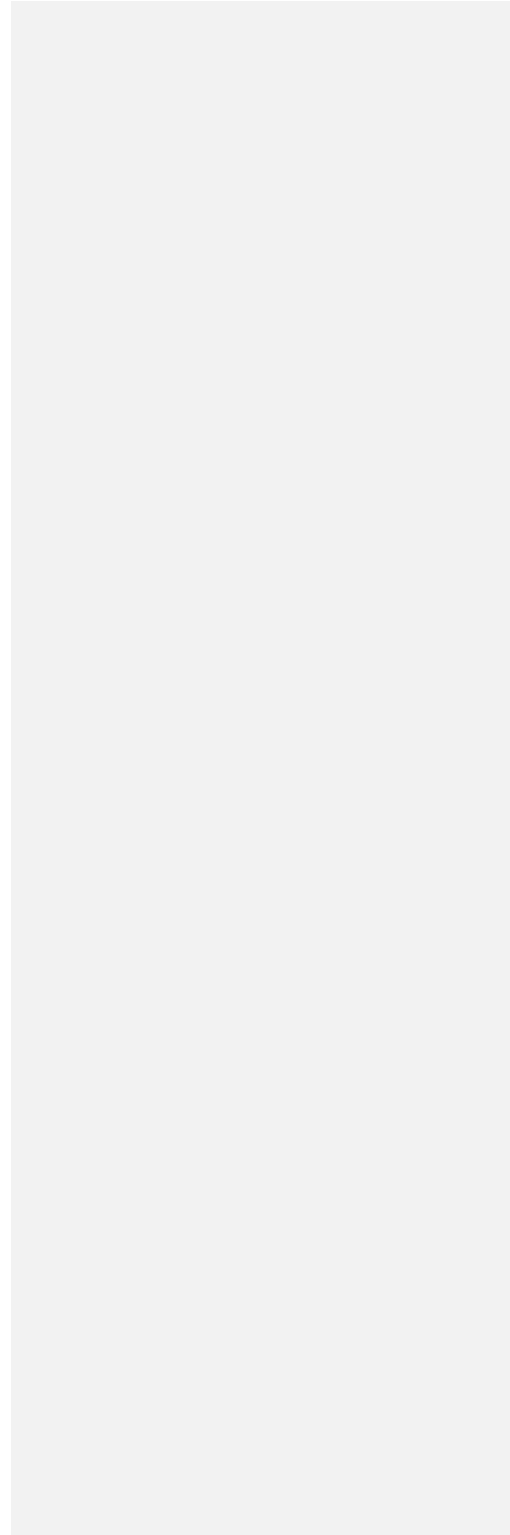


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A1. [FORM] FACULTY GRIEVANCE FORM

NOTE: Prior to a faculty member initiating the grievance procedure, an informal review shall take place between the faculty member and their 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 Grievied _____ Section _____ Paragraph _____
Date of Violation _____ Date Filed _____

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

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

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

Signature _____ Date _____

Step 1: First-Level Manager's Response

NOTE: Within ten (10) working days after the first level 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.

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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 they are 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 or designee 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 or designee.

Date of Step 2 Filing _____

Date of Step 2 Conference _____

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

Signature _____ Date _____

Step 3a:

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

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

Signature _____ Date _____

OR:

Step 3b:

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 Vice Chancellor of Human Resources and Employee Relations or designee after their review as provided in Step 2. (This requirement will be held in abeyance from June 1 through September 1.)

Signature _____ Date _____

Arbitrator's Decision (See attached) Date _____

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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.

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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 the District-provided health insurance. I understand that if I am not enrolled in the District-provided health insurance 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 the District-provided health insurance, subject to enrollment and eligibility requirements of the District-provided health insurance.
- 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 member and I move out of the State of California, I will be entitled to benefits provided by Retiree First, 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 _____Other

____ 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

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A4. ACADEMIC CALENDARS

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

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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, they shall participate and report 3 hours of flex activities. Obligations of 3 equated hours or fewer equated hours shall be

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satisfied by participation in regularly scheduled workshops on the designated Professional Day(s). If the obligation exceeds 3 hours, the faculty member must satisfy their 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 their request in writing to the District Advisory Committee on Staff Development.

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- 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 Academic Affairs 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 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

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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:

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

Summary of 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

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A7. [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 their 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 they fail 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 they have the authority and capacity to enter into this Agreement on their own behalf and the Employee's heirs, executors, administrators, successors and assigns. Employee represents that they have 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: _____

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A8. BENEFITS SUMMARIES

SISC Anthem PPO Plan

MEDICAL PLAN BENEFITS	PFT ANTHEM (SISC) PPO PLAN	
	In Network	Out-of-Network
Calendar Year Deductible Individual/Family Embedded/Aggregate	None (N/A)	
Annual Out of Pocket Maximum Individual/Family Embedded/Aggregate	\$1000/\$3000 Embedded	No Limit Embedded
Physician Office Visit	\$10 copay; copay waived for visits 1-3 in a benefit period	Member pays difference between max allowed and actual charges
Specialist Copay	\$10 copay	Member pays difference between max allowed and actual charges
Preventative Care	No charge	Not covered
Lab and X-Ray CT, MRI, PET Scans Other lab and x-ray tests	No charge No charge	All billed amounts exceeding \$600 per day All billed amounts exceeding \$350 per day
Hospitalization Inpatient	No charge	Member pays all billed amounts exceeding \$800
Outpatient	No charge	Not covered
Emergency Room	\$100 copay (Waived if admitted)	
Urgent Care Services	\$10 copay	Member pays difference between max allowed and actual charges
Durable Medical Equipment	No charge	Not covered
PRESCRIPTION DRUGS	Generic/Brand	
Rx Copay Out-of-Pocket Maximum Retail - 30 day supply	\$1500/\$2500 \$5/\$20 At a network pharmacy provider	
Mail Order - 90 day supply	\$0/\$50 (Costco Mail Order)	

Kaiser HMO Plan

MEDICAL PLAN BENEFITS	PFT KAISER HMO PLAN
	In Network Only

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Calendar Year Deductible Individual/Family	None
Embedded/Aggregate	Embedded
Annual Out of Pocket Maximum Individual/Family	\$1500/\$3000
Embedded/Aggregate	Embedded
Physician Office Visit	\$10 copay
Specialist Copay	\$10 copay
Preventative Care	No charge
Lab and X-Ray CT, MRI, PET Scans	No charge
Other lab and x-ray tests	No charge
Hospitalization Inpatient	No charge
Outpatient	\$10 per procedure
Emergency Room	\$100 copay (Waived if admitted)
Urgent Care Services	\$10 copay
Durable Medical Equipment	No charge
Chiropractic Care	\$10 Copay 30 visits combined
VISION	
Copay (Vision Correction)	No charge
Copay (Injury/Disease)	\$10
Allowance	\$150
Frequency	24 or 12
PRESCRIPTION DRUGS	
Generic/Brand	
Rx Copay Out-of-Pocket Maximum	Combined with medical
Retail - 100 day supply	\$10/\$10
Mail Order - up to 100 day supply	\$10/\$10 (Costco Mail Order)

Medicare Advantage Plan

MEDICAL BENEFITS	ANTHEM MEDICARE ADVANTAGE
	<i>Medicare Provider</i>
Lifetime Max	None
Out-of-Pocket Maximum	\$0
Deductible	None
Hospital	\$0
Dr. Office Visits	\$0
Preventative Care	\$0

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Emergency Room	\$0 Copay
Chiropractic	\$0
Vision	\$100 material allowance every 24 months
Hearing Aids	\$500 allowance every 12 months (both ears)
RX	RETAIL/MAIL
Generic	\$1/\$1
Preferred Brand	\$1/\$1
Non-Preferred Brand	\$1/\$1

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

Retirees under age 65 not covered by Medicare who move out of the state will be eligible to participate in one of the District's group health insurance plans as long as the retiree advises the District of the address change. Claims payment calculations and methods will be governed by the plan documents for the various plans offered to the District.

Retirees enrolled in Medicare who move out of the state of California will be eligible for coverage under the Anthem group Medicare Advantage plan. Retirees with spouses or dependents under 65 will remain on the SISC plan until all family members are covered by Medicare (or age out of the plan).

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 and co-pay, of the network rate.

C. Emergency

Covered expenses for claims incurred due to an emergency as determined by the diagnostic code that the provider applies will be paid as defined in the applicable plan documents. The definition of emergency is also as defined in the applicable plan documents.

The District agrees to pay 100% of uncovered emergency costs after the co-pay including the actual cost of an ambulance if needed.

In the event that the provider determines the event was not an emergency and was related to placing the patient's health in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part, then the insured has the right to appeal.

D. Appeal Procedure

Any dispute or claim may be brought using the appeal process described in the applicable plan documents for each plan. In the event that the appeal is unsuccessful, the insured can appeal by going to small claims court.

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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. Transition to SISC plans

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.

G. 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:

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

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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.

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PERALTA COMMUNITY COLLEGE DISTRICT

A9. [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 their 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 they fail 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 they have the authority and capacity to enter into this agreement on their own behalf and the Employee's heirs, executors, administrators, successors and assigns. Employee represents that they have 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

A10. JOB DESCRIPTIONS

10.1 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.

APPENDIX

10.2 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

APPENDIX

information to department members.

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

APPENDIX

10.3 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.

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- 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.
- 22. Perform related tasks as assigned.

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10.4 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.

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10.5 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 they are 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 they are 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;
 - 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;

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- 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.

10.6 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 they are 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.

10.7 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 they are 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.

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10.8 Job Description for District Health Services Coordinator

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 they are 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:

- Coordinates the preparation, distribution and monitoring of the campus health services budget;
- Supervises and coordinates administrative duties including but not limited to the
 - purchasing of Health Services supplies and equipment,
 - monitoring and maintaining agreements and contracts with partner agencies, and
 - preparing reports, surveys, and other documents as required by the area administrator;
- Coordinates and plans annual PCCD Mental Health Training Institute and Mental Health FDIP program;
- Coordinating and ensuring alignment of health and policies across the district and colleges;
- Coordinates the activities of faculty, contract, volunteer, and/or student personnel assigned to Health and Mental Health Services;
- Provides direct services and clinical care including physical health or mental health assessment, treatment, and education;
- Develops and plans the Health and Mental Health Services Program and coordinates Health Services activity such as:
 - clinical care of students with mental health needs
 - first aid, assessment, and/or immediate referral to a nurse or doctor
 - Health/Mental Health services outreach activities
 - first aid kits throughout the campus
 - Wellness education, events, and trainings for students;
 - Monitors 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 and mental 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, including responding to requests for records;
- Supervises and trains graduate or post-graduate level trainees or interns;
- Provides and/or coordinates campus crisis intervention services, training, and response;
- Provides education, trainings and consultation to faculty, staff, and administrators;
- Represents Health and Mental Health Services on college and district committees;
- Conducts ongoing evaluation of programs, staff and student workers;
- Serves as liaison to college administration, faculty, and staff regarding Health Services issues and concerns;
- 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;
- Keeps current with trends and developments in the field through appropriate literature, conferences, and other information sources;

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- Perform related tasks as assigned.

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A11. [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 Academic Affairs: _____ 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

APPENDIX

A12. SIDE LETTERS

12.1 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- y e a r 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.

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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

12.2 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.

APPENDIX

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 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:

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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 the 2004-2007 Agreement does not entirely reflect the intent of the parties in the 2003-2004 negotiations.
 - c. In exchange for the revisions/modifications to the language contained in Articles 22.F.2.c. and 22.F.3.c. of the 2004-2007 Agreement, the District has agreed to other modifications in the language set forth in Article 22. of the 2004-2007 agreement, which the District and PFT consider to be improvements in the contract as a whole and in Article 22 in particular.
 - d. The parties further agree that nothing in this Agreement, or in the agreement memorializing changes in Article 22.F. shall be construed as acceptance by the PFT of the District's position on the interpretation of language contained in 22.F.2.c. and 22.F.3.c. of the 2004-2007 Agreement.
 - e. Notwithstanding these possible differences of opinion, the parties agree that this agreement is a valid and binding collectively bargained agreement.
 - f. Accordingly, should the language contained in 22.F.2.c. and 22.F.3.c. of the

APPENDIX

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

A13. [FORM] 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

A14. [FORM] DISTRICT OWNERSHIP OF ON-LINE AND WEB BASED MATERIAL

Faculty Member's Name College Discipline

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

Date work starts Date work due Date Delivered Hourly rate of Pay Total amount for the Project

Extra Service or Part of Load Ancillary (Signature of PFT President)

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

Faculty Member Signature* Date

Vice Chancellor of Academic Affairs Date

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

APPENDIX

A15. LETTER OF AGREEMENT ON SALARY, MEDICAL AND DENTAL BENEFITS

1. 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." PFT will continue to contribute this amount in the form of an offset.

APPENDIX

PERALTA COMMUNITY COLLEGE DISTRICT

A16. NON-SMART CLASSROOM CAMERAS BY COLLEGES AND ROOM NUMBERS
(Provided by General Services on 10/25/13)

<u>Alameda</u>	<u>Berkeley</u>		<u>Laney</u>	<u>Merritt</u>	
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

A17. [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 their 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

A18. [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 the 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 the Associate Vice Chancellor for Information Technology, 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

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

A19. [FORM] ENROLLMENT FEE WAIVER FORM

Employee Name: _____

Social Security Number _____

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

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.

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

A20. 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/educationalservices/faculty-evaluations-tenure-review/tr-handbook/>

Commented [JS1]:

Please check for the most current version.

APPENDIX

A21. [FORM] PART-TIME FACULTY AVAILABILITY & PREFERENCE

If you are interested in a part-time faculty assignment for the Fall/Spring ____ term, please complete this form and return it to your Dean postmarked/emailed no later than December/May of the previous academic year.

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:

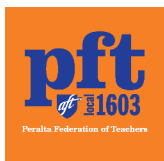
Print Name: _____ Date: ____/____/____

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 FEDERATION OF TEACHERS, AFT LOCAL #1603

A22. [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.*

2023-2024 Academic Year and Summer 2023

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 based on 0.01255* of gross salary, plus approved AFT/CFT pass-through, due each month of employment.

*(or current approved rate)

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



APPENDIX

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.

APPENDIX

A23. 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.

23.1 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

23.2 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

APPENDIX

23.3 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

23.4 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 they are 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 their contract of employment.

APPENDIX

PERALTA COMMUNITY COLLEGE DISTRICT
Office of Human Resources

23.5 [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.

APPENDIX

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 or Salary) is effective unless in writing and executed by a designated representative of the District Board of Trustees.

Signature

Date

DISTRICT ADMINISTRATIVE APPROVAL

College Administrator

Date

Vice Chancellor of Academic Affairs

Date

APPENDIX

A24. [FORM] SAMPLE BALLOT FOR DEPARTMENT CHAIRS

ELECTION OF DEPARTMENT CHAIR
Term election is held (e.g., Spring 2015)
Department, College

The department chair job description and details of the election process can be found in the PFT contract (article 14, appendix 17). This election covers selection of a department chair for the next academic year. The reassigned time for the chair also follows the process in the PFT contract.

To be counted, ballots must be received in *Insert Dean's Name Here* **office by** *Insert Here Date, Time.*

A write-in slot is provided, but be sure that your colleague is willing to serve if elected as chair of this department.

Vote for one

Name/names, co-chair/s

Write-in

INSTRUCTIONS

1. Place the upper part of this ballot in a small envelope and seal the envelope. Do **NOT** write anything on this **SMALL** envelope.
2. Place the small envelope containing the ballot in a large envelope and seal this envelope also. In the upper left corner of the **LARGE** envelope, **PRINT your name and department** and **SIGN** legibly. Your ballot will not be counted unless you sign your name.
3. Return your ballot to the office of Dean Insert Dean's Name Here.

APPENDIX

A25. [FORM] SPLIT CLASS ASSIGNMENT AGREEMENT FORM

Instructor Name: _____ Signature: _____

Co-Instructor Name: _____ Signature: _____

Course Name: _____

Course ID (CID) Number: _____

Semester/Year: _____

Course Equated Hours: _____

Portion of Course to be Assigned to Instructor (as a percentage of the equated hours):

By my signature above, I hereby agree to split the course named above and understand that:

- I will receive a load and commensurate pay associated with the percentage of the total course equated hours.
- My semester load will only include the percentage of total course equated hours for this class.
- I am not required to accept a split assignment and the offer of a split assignment shall not constitute the contractually obligated offer of assignment or any part thereof.
- The acceptance or refusal of any split class assignment shall have no bearing on my current/future offers of assignments.
- I will work jointly with my co-instructor(s) to provide an annotated syllabus delineating grading, course content, and dates for teaching to the Office of Instruction by the end of _____ the first week of classes.

APPENDIX

A26. Public Service Loan Forgiveness

The Peralta Federation of Teachers (PFT) and Peralta Community College District ("District") have come to an agreement on how to process Public Service Loan Forgiveness applications.

- For faculty, a full-time load will be regarded as a 40-hour work week.
- Annual load for part-time faculty will be calculated as (Fall + Spring + Summer)/2.
- A part-time load will be credited as a pro-rata percentage of the 40 hours.

Teaching Load	Public Service Loan Forgiveness Hours Per Week (Section 3 #8)
1.0	40
0.6	24
0.5	20
0.4	16

The required number of hours to qualify for PSLF is 30, so if you are a faculty member teaching full-time, you already qualify. If you are teaching part-time you may combine your hours within PCCD with hours at another public educational institution or 501c (3) non-profit in order to qualify.

STEP 1

In order to apply for Public Service Loan Forgiveness, carefully follow all instructions to complete the Public Service Loan Forgiveness (PSLF): Employment Certification Form (OMB No. 1845-0110) pages 1 and 2. Be sure to **verify** the following:

- Section 3 #6 —you must check the box labeled "Still employed"
- Section 3 #9 — PCCD is a governmental organization. Check "Yes" and skip to section 4

The Employer Certification Section will be completed by HR.

STEP 2

Make a copy for your records, and send the form along with a note requesting a copy of the completed form to the HR Generalist for your home campus.

Visit link below to look up HR staff service areas <http://web.peralta.edu/hr/hr-staff-roles-and-contact-info/>

STEP 3

You must recertify every year. Mark your calendar to submit the form again one year from now. After 120 qualified payments, the remainder of your loan balance will be forgiven.

APPENDIX

A27. Peralta/CoreSource Dependent Eligibility Audit

Our goal is to eliminate ineligible dependents from the health plans with the least impact on employees. To achieve this, the Benefit Team intends to establish an all-inclusive project team (With PFT, SEIU, L39, Confidential and PRO representation); increase concise, timely communications; communicate in various formats (email, mail, phone, etc.); seek input and assistance throughout the process. (Approximate medical dependents: 1,300 individuals).

Basic Principles of Dependent Audits:

1. At least six months prior to a planned audit, the District shall contact all Union representatives and necessary administrators to work together on a timeline that would include:
 - formation of a Project Team;
 - pre-announcement –Every month then every week;
 - first mailings with return post marked envelopes;
 - follow up mailings;
 - setting of deadline to complete audit; and
 - multiple ways employees and retirees will be contacted about the audit and follow-up information.
2. All Union representatives and necessary administrators shall sign off on the process and timelines. Simply mentioning something at a Benefits Committee meeting is not enough.
3. Benefits office will invite Peralta Retirees Organization (PRO) to the discussions and meetings as “subject area experts” with expertise in how to best reach retirees.
4. All materials regarding the audit to be developed and reviewed by all parties (and PRO) before being distributed. Timelines for sending the materials to the Unions will be included in #1 above.
5. If documentation from a unit member or retiree is not received by whatever deadline is agreed on November 30, the District shall instruct CoreSource to suspend payment of benefits for that dependent pending receipt of the required documentation. This would mean that if a claim comes in, CoreSource would not process the claim, but instead would send an EOB (Explanation of Benefits form) saying "we cannot process this claim because we have not received documentation which verifies your benefits eligibility."
6. When the audit process is concluded, the Benefits Department will contact, via letter, employees who did not submit the required documentation. The letter will notify them that their dependent's CoreSource/Kaiser coverage will be terminated as of January 1, 2020, due to non-submission of required documentation. The Benefits office shall have up to sixty days after notification to reverse this termination of coverage, if documentation is provided to the Benefits office. (see #10 below).
7. All Union representatives and necessary administrators will have access to a created inbox that has regular updates, including receipt of documents. In addition, there will be weekly notification to all parties.
8. Overall, PFT and PCCD shall agree that no dependents will be removed without multiple efforts to let the Peralta employee/retiree know they must verify their dependent's eligibility. Multiple

APPENDIX

efforts shall include notification by USPS, email (if available) and telephone calls. No employee or their dependent shall be held responsible for either poor planning on the District's part, USPS delivery, or ability to efficiently mail materials and receive and process documents.

9. In the event that CoreSource/Kaiser denies coverage for a dependent, the District will notify the PFT (if employee is active) or PRO (if employee is retired) within 5 business days of making that determination. All notifications shall comply with HIPPA regulations. Notification will include name of employee (retiree) and name of dependent, subject to HIPPA regulations.
10. If terminated dependent submits documentation within 60 days of non-compliance date the Benefits Office will notify the union representatives and necessary administrators to discuss the reinstating of the dependent. **If terminated dependents produce documentation confirming their entitlement to benefits, they shall be promptly reinstated.**
11. The District will not ask for the Social Security Numbers of dependents.
12. The District shall make every effort to save copies of verification documents (such as birth certificates) sent in by Peralta employees during this process. While documentation will be required in the 2019 dependent audit, on the 2021 audit, in subsequent audits, Peralta employees will be allowed to simply check a box saying that the documents are still valid, rather than having to send them in again and again.