

## Summary of 2019-2022 Tentative Agreement (TA)

To be included in the 2019-2022 CBA:

1. Salary increases
  - a. Across the board increase of 3.26% for all salary schedules effective July 1, 2019. (Retroactive pay will be processed as soon as possible.)
  - b. Additional funds will be applied to the PT without outside FT employment schedule effective July 1, 2019. (See Appendix A of the salary agreement for new table.)
2. Pay Restitution Remedy  
Faculty who are not payed (or improperly paid) will receive a sum equal to \$50 per calendar day as restitution.
3. Parental Leave - Article 26, Section G  
Faculty will be able to use sick leave for parental leave up to a continuous leave of up to six months.
4. Other Special Assignments - Article 14, Section G  
All special assignments that have release time or stipends above \$2000 shall be announced to all faculty and adhere to the negotiated pay rates.
5. 5 Paychecks for PT Faculty in Fall Semesters - Appendix 11, Paragraph 1  
Faculty will receive their first payment in August of each fall semester.
6. Public Service Loan Forgiveness  
PT faculty will receive credit on Public Service Loan Forgiveness applications.
7. Dependent Eligibility Audit  
New guidelines were negotiated and will be signed off on when the next dependent audit occurs.
8. Part-time Office Hours - Article 18, Section A, Paragraph 7  
Eligible PT faculty will be automatically paid for office hours depending on the number of equated hours they teach (no form is needed and everyone is automatically participating if eligible).
9. Evaluation Handbook  
Added additional criteria upon which an administrator evaluates faculty members and an additional rating on the administrator evaluation form.

The Peralta Community College District and the Peralta Federation of Teachers have met in good faith and agreed to a 2019-2022 successor agreement that includes these changes.

For Peralta Community College District:

By:   
Regina Stanback Stroud, Chancellor

Date: 2/13/2020

By: Chanelle Whittaker  
Chanelle Whittaker, J.D., Interim Vice Chancellor for  
Human Resources and Employee Relations

Date: 2-12-2020

For Peralta Federation of Teachers:

By: Jennifer Shanoski  
Jennifer Shanoski, President

Date: 2-18-2020

By: Rick Greenspan  
Rick Greenspan, Chief Negotiator

Date: 2-18-20

**1. COLA for 2019-20**

COLA increase of 3.26% for the 2019-2020 contract year.

**2. COLA for 2020-21 and 2021-22**

COLAs shall be negotiated as reopeners for contract years 2020-2021 and 2021-2022.

**3. Parity for 2019-20**

2019-20 pay schedules (retroactive to the beginning of contract year 2019-20) are attached as Appendix A, B, C and D. These include COLA only for contract and extra service, and agreed-upon parity funds for PF60 and PF75.

These pay schedules shall be funded by a combination of:

- 1) across-the-board COLA (see #1 above)
- 2) 2019-20 state "Parity" funding (also called "part-time faculty compensation" in state budget), of \$354,981.00
- 3) An additional general fund contribution towards parity of \$245,019.00 during 2019-20 contract year

The total of #2 and #3 above shall be \$600,000 towards parity for contract year 2019-20.

**4. Parity for 2020-21 and 2021-22**

After the close of FY 2019-20, the PFT and PCCD shall work together to calculate *actual* parity expenses for 2019-20 (in addition to COLA). If the total is *less* than \$600,000, the additional funds shall be carried forward to be applied to the PF75 schedule for 2020-21, to move that schedule closer to full parity.

The same process shall take place after the close of FY 2020-21.

Parity shall be included in the reopeners for contract years 2020-2021 and 2021-2022, as the PFT and PCCD work together to find the additional funding to get to full parity.

If the State discontinues allocation of all parity funds, and does not include these funds in another category, both parties agree to renegotiate the inclusion of parity funds on the salary schedule.

NOTE: This agreement supercedes the Memorandum of Understanding between the Peralta Federation of Teachers and the Peralta Community College District, regarding State parity funds, signed October 2018. In the event the amount dedicated to parity for 2019-20 by the Memorandum of Understanding (projected to be \$275,391.27) equals more than the State's total parity allocation for 2019-20 (\$354,981.00), the parties shall reopen the issue of parity.

Appendix A

PF75 - 41.25% - 325,000 - COLA

Proposed

Sal Plan	PF75	Sum of Hrly Rate	Grades				
			001	002	003	004	005
1		59.15	63.69	68.24	72.85	77.40	
2		62.74	67.28	71.92	76.46	81.01	
3		66.43	70.97	75.51	79.98	84.57	
4		70.03	74.57	79.12	83.80	88.15	
5		73.64	78.17	82.82	87.23	91.63	
6		77.32	81.86	86.31	90.73	95.14	
7		80.93	85.39	89.81	94.22	98.73	
8		83.56	88.00	92.46	96.88	101.34	
9		86.24	90.66	95.08	99.50	103.94	
10		88.84	93.27	97.69	102.11	106.60	
11		91.49	95.92	100.31	104.78	109.21	
12		94.14	98.58	102.95	107.39	111.83	
13		96.79	101.22	105.59	109.97	114.47	
14		99.44	103.88	108.24	112.66	117.11	
15		102.09	106.53	110.89	115.31	119.75	
16		104.74	109.17	113.55	117.95	122.39	
17		107.40	111.82	116.19	120.61	125.04	
18		110.04	114.48	118.85	123.25	127.68	
19		112.70	117.13	121.49	125.90	130.33	
20		115.34	119.78	124.15	128.56	132.98	
21		117.99	122.44	126.79	131.20	135.64	
22		120.64	125.08	129.45	133.85	138.29	
23		123.30	127.74	132.10	136.50	140.94	
24		125.94	130.38	134.75	139.15	143.59	
25		128.60	133.04	137.40	141.80	146.25	

Appendix B

Full Time • COLA

Sal Plan	PFTF					
	Grades					
Steps	001	002	003	004	005	
1	42,122		45,362	48,592	51,886	55,123
2	44,681		47,918	51,221	54,448	57,688
3	47,311		50,545	53,777	56,952	60,226
4	49,874		53,112	56,346	59,680	62,777
5	52,443		55,674	58,975	62,120	65,260
6	55,065		58,304	61,469	64,611	67,753
7	57,635		60,813	63,959	67,102	70,313
8	60,161		63,310	66,507	69,651	72,804
9	62,713		65,850	68,996	72,154	75,281
10	65,200		68,348	71,489	74,643	77,843
11	67,737		70,885	73,999	77,198	80,339
12	70,275		73,422	76,523	79,687	82,832
13	72,811		75,959	79,051	82,155	85,359
14	75,348		78,495	81,588	84,743	87,886
15	77,885		81,033	84,125	87,271	90,412
16	80,423		83,570	86,662	89,796	92,941
17	82,960		86,107	89,200	92,333	95,467
18	85,497		88,644	91,736	94,870	98,004
19	88,033		91,182	94,273	97,407	100,542
20	90,570		93,719	96,810	99,944	103,078
21	93,108		96,256	99,347	102,481	105,615
22	95,645		98,792	101,885	105,018	108,152
23	98,182		101,329	104,422	107,555	110,689
24	100,719		103,867	106,959	110,092	113,227
25	103,257		106,404	109,495	112,629	115,764

## Appendix C

PF 60+1.25%+ COLA

Sal Plan	PF60					
	Grades	002	003	004	005	
Steps	001					
1	46.55	50.12	53.69	57.31	60.90	
2	49.37	52.94	56.60	60.17	63.75	
3	52.27	55.85	59.43	62.93	66.54	
4	55.11	58.68	62.26	65.95	69.36	
5	57.93	61.52	65.17	68.64	72.11	
6	60.84	64.43	67.92	71.39	74.86	
7	63.68	67.19	70.68	74.15	77.69	
8	64.51	68.03	71.51	74.98	78.52	
9	65.35	68.86	72.34	75.82	79.36	
10	66.18	69.69	73.18	76.64	80.19	
11	67.02	70.53	74.00	77.48	81.02	
12	67.85	71.36	74.84	78.32	81.85	
13	68.68	72.20	75.67	79.14	82.69	
14	69.52	73.03	76.51	79.98	83.52	
15	70.35	73.86	77.34	80.81	84.35	
16	71.19	74.70	78.17	81.65	85.19	
17	72.02	75.53	79.01	82.49	86.02	
18	72.86	76.37	79.84	83.31	86.86	
19	73.69	77.20	80.68	84.15	87.69	
20	74.52	78.04	81.52	84.98	88.52	
21	75.36	78.87	82.34	85.82	89.36	
22	76.19	79.70	83.18	86.66	90.19	
23	77.03	80.54	84.01	87.49	91.03	
24	77.87	81.37	84.85	88.32	91.87	
25	78.69	82.21	85.69	89.15	92.69	

Appendix D

Extra Service + COLA

Steps	Grades	002	003	004	005	
1	001	62.49	65.93	69.35	72.76	76.24

**RE: COLA and PARITY:**

**For Peralta Community College District:**

By: ASAA  
Regina Stanback Stroud, Chancellor

Date 8/13/2020

By: Chanelle Whittaker  
Chanelle Whittaker, Vice Chancellor  
For Human Resources & Employee Relations

Date 2-12-2020

**For Peralta Federation of Teachers:**

By: Jennifer Shanoski  
Jennifer Shanoski, PFT President

Date 2-18-2020

By: R. Green  
Rick Greenspan, Chief Negotiator

Date 2.18.20



**Memorandum of Understanding Between Peralta Community College District  
and Peralta Federation of Teachers Regarding Pay Restitution Remedy**

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

1. Eligibility
  - a. This agreement shall not apply to underpayments resulting from improper initial salary placements for the first two (2) pay cycles after first rendering service as a new full- or part-time faculty.
  - b. This agreement shall not apply to underpayments equal to less than 5% of wages owed on the scheduled payday.
2. Underpayment Restitution
  - a. Any unit member who is paid less than the wages owed to them in a regularly scheduled pay cycle shall receive, as restitution, a sum equal to fifty dollars (\$50) per calendar day that wages are late.
  - b. Restitution shall cease to accrue and be due upon payment of wages.

This provision shall not be considered a waiver of any rights a unit member has to pursue a wage claim under federal or state law.

For Peralta Community College District:

By: Frances L. White  
Frances L. White, Ph.D., Acting Chancellor

Date: 6/20/19

By: Chanelle Whittaker  
Chanelle Whittaker, J.D., Vice Chancellor for  
Human Resources & Employee Relations

Date: 6/20/19

For Peralta Federation of Teachers:

By: Jennifer Shanoski  
Jennifer Shanoski, President

Date: 6/20/19

By: Rick Greenspan  
Rick Greenspan, Chief Negotiator

Date: 6/27/19

**MEMORANDUM OF UNDERSTANDING**  
**Between Peralta Community College District and Peralta Federation of Teachers**  
**Regarding Parental Leave**

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

**ARTICLE 26: LEAVES**

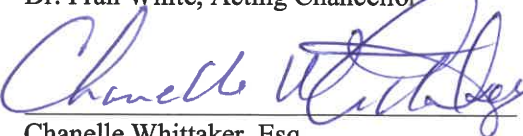
**G. Parental Leave**

1. Parental leave shall be granted to contract, regular, long-term substitute and temporary, part-time faculty employees.
2. Parental leave is a continuous leave of up to six (6) months for the birth and/or care of the newborn child of the employee, or for placement with the employee of a child for adoption or foster care.
3. To be eligible for parental leave, the employee will be required to submit medical certification of the birth or legal evidence of the adoption or foster care placement.
4. During this period, qualified employees may use accrued sick hours.
5. Upon the exhaustion of accrued sick hours, the remainder of the leave will be unpaid and the employee will be responsible for the cost of medical, dental, life, and disability benefits.

***For Peralta Community College District:***

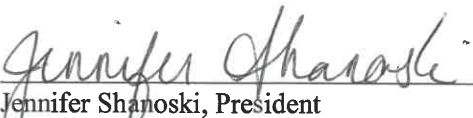
By:   
Dr. Fran White, Acting Chancellor

Date: 9/10/19

By:   
Chanelle Whittaker, Esq.  
Chief Negotiator and Interim Vice Chancellor  
for Human Resources & Employee Relations

Date: 9/9/19

***For Peralta Federation of Teachers:***

By:   
Jennifer Shanoski, President

Date: 9-9-19

By:   
Rick Greenspan, Chief Negotiator

Date: 9-9-19

## Article 14, Section G – Other Special Assignments

The process for the development of other new special assignments not already set forth elsewhere in the Contract, Appendix or Board Policy (such as Senate and Curriculum Committee assignments), including the process for determining the amount of any stipend above \$2000 and/or release time and the duration of any such special assignment shall be as follows:

1. Release Time and Stipend Special Assignments
  - a. The development of the special assignment and the determination of the stipend and/or release time shall be at the sole discretion of the College President or Vice Chancellor for Educational Services. The placement of any faculty member in any such special assignment shall be by mutual agreement between the faculty member and either the District administration or College President or designee. Any such special assignments created pursuant to this Article may include both ZZOIS (“other assigned time”) assignments and specific work done by faculty in return for a set monetary stipend.
  - b. For new and renewing special assignments under this Article, the College President, Vice President, or Vice Chancellor for Educational Services (if a District Office assignment) shall notify College faculty of the availability of the assignment via a general email at least ten (10) working days before a final selection is made. The notification and selection process may take place during the semester prior to the start of the new assignment or during summer session but shall not take place during intersession or during a period when the College is not in session.
2. Any concern with the rate of pay or compliance with the announcement guidelines (see Article 14.G.3.) shall be submitted to the Vice Chancellor of Human Resources & Employee Relations. The Vice Chancellor shall respond within seven (7) days.
3. The email announcement set forth in Article 14.F.3 shall include:
  - a. Notice that faculty are required to submit a "Statement of Interest" via email to the President and/or the appropriate Vice President or Vice Chancellor.
  - b. The length of the assignment, including a starting and ending date.
  - c. The amount of release time and/or stipend for the assignment.
  - d. The amount of time, in, expected for completion of the assignment. A range of hours can be provided in cases of stipends. If assignments exceed hours in the initial posting, reposting is required.
  - e. Notice whether the assignment is “ancillary,” as defined pursuant to Education Code 87482.5 subsection (c) (i), or counted towards load for part-time faculty.

- f. The required and/or desired skills for the assignment.
  - g. A description or summary of the responsibilities of the assignment.
  - h. Notice of the selection process for the assignment, which shall be defined as the President or Vice Chancellor for Educational Services reviewing the submitted Statements of Interest and making a decision.
  - i. Notice of whether or not the President or the appropriate Vice President or Vice Chancellor is planning to conduct interviews for the assignment, which shall be at their sole discretion.
  - j. The assessment process for the assignment following the conclusion of the assignment.
  - k. Notice that the President or Vice Chancellor for Educational Services has the right, at his or her discretion, not to continue the faculty member in the special assignment after the posted ending date, and that this decision shall not be subject to the grievance procedure.
5. When a faculty member is chosen for a special assignment, the member shall be notified via email within five (5) working days after the selection is made. The email shall include the complete announcement (#4 above). A copy of the email shall be sent to the PFT President.
6. Each faculty member chosen for a special assignment shall be compensated at the faculty member's non-instructional rate.
7. The District choice of faculty member for an assignment under Article 14 G shall not be subject to the grievance procedure, but any allegation that the District failed to follow the process outlined above shall be subject to the grievance procedure.

**For Peralta Community College District:**

By:   
Regina Stanback Stroud, Chancellor

Date 2/13/2020

By:   
Chanelle Whittaker, Vice Chancellor  
For Human Resources & Employee Relations

Date 2-12-2020

**For Peralta Federation of Teachers:**

By: Jennifer Shanoski  
Jennifer Shanoski, PFT President

Date 2-18-2020

By: R Greenspan  
Rick Greenspan, Chief Negotiator

Date 2-18-20

**Memorandum of Understanding Between Peralta Community College District  
and Peralta Federation of Teachers Regarding 5 Paychecks for Part-time  
Faculty in Fall Semester**

The Peralta Community College District ("District") and the Peralta Federation of Teachers ("PFT") have met in good faith and hereby agree to the following changes to Appendix A11:

**1 METHOD OF PAYMENT**

**Contract and Regular Faculty**

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

**Extra Service and Part-Time Regular Faculty**

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

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

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

For Peralta Community College District:

By: [Signature]  
Jowel C. Laguerre, Ph.D. Chancellor

Date: 04 Feb 2019

By: [Signature]  
Chanelle Whittaker, J.D., Vice Chancellor for  
Human Resources & Employee Relations

Date: 1/31/19

For Peralta Federation of Teachers:

By: [Signature]  
Jennifer Shanoski, President

Date: 3-13-19

By: [Signature]  
Rick Greenspan, Chief Negotiator

Date: 5.26.19

# Peralta Federation of Teachers

Democracy in Education, Education for Democracy



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## 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 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/>

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**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.

For Peralta Community College District:

By: Frances L. White  
Frances White, Acting Chancellor

Date: 4.19.19

By: Chanelle Whittaker  
Chanelle Whittaker, Interim Vice Chancellor for  
Human Resources & Employee Relations

Date: 4-17-19

For Peralta Federation of Teachers:

By: Jennifer Shanoski  
Jennifer Shanoski, President

Date: 4-17-19



**MEMORANDUM OF UNDERSTANDING**  
**Between Peralta Community College District and Peralta Federation of Teachers**  
**Regarding Peralta/CoreSource Dependent Eligibility Audit**

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

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 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.

**For Peralta Community College District:**

By: Frances L. White  
Dr. Fran White, Acting Chancellor

Date: 5-24-19

By: Chanelle Whittaker  
Chanelle Whittaker, Esq.  
Chief Negotiator and Interim Vice Chancellor  
for Human Resources & Employee Relations

Date: 5-23-19

**For Peralta Federation of Teachers:**

By: Jennifer Ghanoski  
Jennifer Ghanoski, President

Date: 5-23-19

By: Rick Greenspan  
Rick Greenspan, Chief Negotiator

Date: 5-23-19

**7. Part-time office hours**

- a. PFT and the District agree that any annual increase in the cost of part-time faculty office hours will be deducted before determining PFT's share of the Projected Net Increase or Decrease in District's Available Resources, in the same way that the increase in health benefits will be deducted before determining PFT's share of the Projected Net Increase or Decrease in District's Available Resources.
- b. The District and PFT agree that office hours for part-time faculty contribute to student success. Increasing the existing office hour compensation language in Article 18.7(1) is projected to be an annual ongoing cost of \$1.6 Million. To fund the Paid Office Hours Program, the District will use funds dedicated to student success.
- c. Office Hours shall be defined as follows whenever possible:
  - 1) Face-to face classes: office hours shall be on campus (or at location where class is held) at a designated time and location.
  - 2) Online classes: office hours shall be online at a designated time.
  - 3) Hybrid classes: office hours may be either online at a designated time and location.
- d. Office hour compensation shall be included in monthly part-time faculty salary payments.
- e. Paid office hours shall not count towards the 67% load under Education Code Section 87482.5, or towards step increases on the Part-time Faculty Salary Schedule.
- f. Part-Time Faculty. Eligibility to Participate in the Paid Office Hours Program:  
Effective Fall 2017, part-time instructional faculty will be compensated for office hours at their non-instructional rate for full semester classes. This program is in effect during the regular academic year only. It excludes summer session and intersession.

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

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

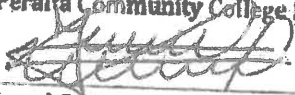
To be added to Article 18:

At the first meeting of each course, instructors shall distribute a syllabus to students describing the course content, the times and places where office hours are held, the grading standards by which the work of students shall be evaluated, and other relevant information.

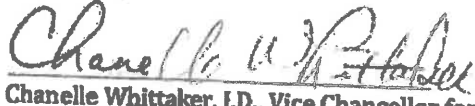
Syllabi shall be submitted to the instructor's first level manager by Census to be included in the instructor's District Personnel File.

Syllabi shall be the sole intellectual property of the instructor. No syllabi shall be shared or distributed without the written permission of the instructor.

For Peralta Community College District:

By:   
Jowel C. Laguerre, Ph.D. Chancellor

Date: 02-25-2019

By:   
Chanelle Whittaker, J.D., Vice Chancellor for  
Human Resources & Employee Relations

Date: 1/21/19

For Peralta Federation of Teachers:

By:   
Jennifer Shanoski, President

Date: 3-13-19

By:   
Rick Greenspan, Chief Negotiator

Date: 3-20-19

### 3. Motivation and Interpersonal Skills

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

- a. Are enthusiastic about their work.
- b. Are committed to education as a profession.
- c. Set challenging performance goals for students.
- d. Project a positive attitude about students' ability to learn.
- e. Treat students with respect and recognize they operate in a broader perspective beyond the classroom.
- f. Respect diverse talents and accommodate cultural and individual differences.
- g. Are available to students.
- h. Listen attentively to what students say.
- i. Are responsive to student needs.
- j. Are fair in their evaluation of student progress.
- k. Present ideas clearly.
- l. Create a climate that is conducive to learning.

### 4. Professional Responsibilities

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

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

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

#### Instructors

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

#### Counselors

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

#### Librarians

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

#### College Nurses

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

**Statutory Basis: Education Code Sections 87660, 87661, 87662, 87663, 87664**

Revisions approved by the Board of Trustees September 28, 1993; June 27, 1995; and June 13, 2000.

## **PROFESSIONAL RESPONSIBILITIES**

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

1. Display behavior consistent with professional ethics, as listed in the American Association of University Professors (AAUP) Code of Ethics, Title 5 and the Ed Code.
2. Work collaboratively with colleagues, as appropriate. For example, contract faculty shall provide a full professional service week that includes teaching, preparation, advising, evaluation, class sign-up/enrollment, maintenance of office hours, attending meetings, and participation in the governance structure of the College and the District. For part-time instructors, professional responsibilities are those associated with the teaching assignment, such as reviewing the course outline, ensuring that the syllabus and course grading policy match college and curriculum requirements, submitting rosters, grades and syllabi on time, being responsive to communications from faculty, staff, administrators and students, and maintaining familiarity with college policies and procedures related to instruction.
3. Maintain and expand their knowledge and skills in subject matter appropriate to their professional area.
4. Adhere to approved course outlines, goals, and objectives.
5. Submit all rosters including census, attendance verification and grades online by the published deadline.
6. Are aware that the District expressly forbids sexual harassment of its students and employees by faculty, administrators, supervisors, staff, students or members of the general public. If an allegation of sexual harassment is substantiated, a violation of this rule may lead to personnel disciplinary actions including a letter of reprimand, suspension, or termination of employment in accordance with the California Ed Code.

## ADMINISTRATIVE EVALUATION

The purpose of the administrative review is to provide the Evaluation Committee with information regarding the faculty member's professional responsibilities in the context of certain administrative criteria. The focus of this evaluation is on the syllabus (including grading policy), timely submission of textbook orders, submission of syllabi to the Office of Instruction, responsiveness to communications, professional behavior, holding classes for full class period, participation in professional development activities, and timely submission of grades, attendance verification, positive attendance hours and census rosters.

### EVALUATION FREQUENCY

Part-time faculty shall be evaluated within the first year of employment. Whenever possible, this should be done during the first term of employment. Thereafter, evaluation shall be once every six regular semesters, unless a summary rating of #4 (Does not consistently meet requirements) or #5 (Does not meet requirements) is received.

Tenured faculty shall be evaluated once every three years, unless a rating of #4 (Does not consistently meet requirements) or #5 (Does not meet requirements) is received.

When a part-time or tenured faculty member receives a summary rating of #4 (Does not consistently meet requirements) or #5 (Does not meet requirements), an evaluation will take place during the next semester that the faculty member has an assignment. For part-time faculty, the second evaluation will be used to determine eligibility to enter into or remain in the Rehire Preference Pool.

### RESPONSIBILITIES IN THE EVALUATION

The evaluation of each instructor who is being evaluated shall involve:

- A. Vice President or Designee
  - B. Faculty Evaluator
  - C. Evaluatee
- A. Vice President or designee -- The responsibility for administering the evaluation system rests with the Vice President or designee. The Vice President or designee who has responsibility for the discipline shall initiate the evaluation procedures, in consensus with the Department Chair, ensuring that the evaluation procedures are followed, timelines are met, classroom visits are held, records are kept, preliminary and summary evaluation meetings are held. The Vice President or designee shall complete the Administrative Evaluation Form. A copy of the evaluation Summary Report Form and the completed Administrative Evaluation shall be given to the faculty Evaluatee, the Evaluator, the Department Chair, the Vice President or designee, the Vice Chancellor of Educational Services, and then sent to Human Resources by the end of the semester being evaluated.
- B. Faculty Evaluator --
1. The Department Chair shall choose a single Faculty Evaluator from the Evaluatee's discipline (or if necessary a related discipline, as defined by the Board of Governors' list of minimum qualifications) during the first four (4) weeks of the semester. For short-term classes, the Department Chair shall choose a single Faculty Evaluator during the first 25% of course meeting days.
    - a. The Faculty Evaluator cannot have been evaluated by the Evaluatee within the same academic year.
  2. If the Department Chair does not meet the deadline, the Vice President or designee shall choose a single Faculty Evaluator during week five (5) of the semester.





Peralta Community College District  
**ADMINISTRATIVE EVALUATION FORM**  
(For PART-TIME, LTS and TENURED FACULTY)

Semester \_\_\_\_\_ Academic Year \_\_\_\_\_ Date \_\_\_\_\_

Name of Faculty Member \_\_\_\_\_ College \_\_\_\_\_

Administrative Evaluator \_\_\_\_\_

*The purpose of this administrative review is to provide the Evaluation Committee with any information regarding the faculty member's professional responsibilities in the context of the administrative criteria listed below.*

**Professional Considerations and Responsibilities**

- ┌ Meets established reporting deadlines for submission of syllabi, grades, positive attendance hours, attendance verification and census rosters.
- ┌ Participates in professional development activities, subject to all contractual agreements.
- ┌ Ensures that the grading policy, syllabus and course content accurately reflect topics and objectives of course outline, provided that the Dean makes the course outline available to the instructor at initial hire, at the assignment of any new course prep, and any time the course outline has been changed.
- ┌ Submits syllabus including grading policy and the course approved student learning outcomes (SLOs) for each class to the Division Dean by the end of the first full-week of class provided that the VPI/Dean notifies the faculty member in writing of his/her responsibility and the deadline and provides a written copy of the college approved SLOs for the course.
- ┌ Generally submits book order information on time and according to college guidelines, provided the guidelines and forms are provided to the instructor in a timely manner.
- ┌ Meets with class the required course clock hours, as per agreed-upon PCCD - PFT guidelines.
- ┌ Is responsive to communications which have been received from faculty, staff, administrators and students.
- ┌ Displays behavior consistent with professional ethics and academic freedom, as listed in the American Association of University Professors' Code of Ethics.

Comments, suggestions, strengths, weaknesses, explanations of checked boxes (above)

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