The collective bargaining agreement between the Peralta Community College District and the Peralta Community College Federation of Teachers (PCCFT) is presented. This contract, which applies to College of Alameda, and Feather River, Laney, Merritt, and Vista Colleges, covers the period from July 1, 1988 through June 30, 1991. Contract provisions deal with the following topics: bargaining agent recognition; support and effect of the agreement; academic freedom; non-discrimination; PCCFT and management rights; no strike clause; separability and savings clause; intra-district transfer/reassignment; resignations; faculty evaluations; health, safety, and sanitation guidelines; personnel files; release time for department chairs and program developers; working conditions; mileage; academic calendar; hours, workload, and class size; grievance procedures; disciplinary action; salary; health and welfare benefits; voluntary fringe benefits for temporary (part-time) employees; seniority list; competency for vocational courses; leaves, including leaves of absence, sick leave, bereavement leave, personal emergency leave, jury duty, exchange leave, professional development leave, and retraining leave; reduction to part-time employment; student accountability model; retirement; accelerated instructional program; part-time hourly instructors; summer session agreement; and term of agreement. Grievance forms, retirement medical options benefits option 1.rm, academic calendar, faculty evaluation forms, salary schedule information, and salary schedules are appended. (PAA)
Agreement

between

Peralta Federation of Teachers
AFT/CFT, AFL-CIO

and

Peralta Community College District

July 1, 1988 - June 30, 1991

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ARTICLE 1
RECOGNITION

The District recognizes the Federation as the sole and exclusive representative of those employees of the bargaining unit enumerated in the certification by the PERB, dated March 8, 1979, case number SF-R-501 and amendments thereto on file with PERB.

If any new certificated contract positions, except those excluded above, are established during the term of this contract, the placement of those positions in or out of the bargaining unit shall be made by mutual agreement. Should the issue not be resolved within thirty (30) days of the establishment of such new positions, it may be submitted by either party to the Public Employment Relations Board (PERB) for its ruling.

ARTICLE 2
SUPPORT OF AGREEMENT

During the Term of this Agreement, the District agrees not to negotiate with any other organization or with any person not officially designated by the Federation as its representative on matters upon which the Federation is the exclusive representative, and which is within its scope of representation.

The Federation agrees not to negotiate with any other organization or with any person not officially designated by the District as its representative for the purpose of collective bargaining.

ARTICLE 3
EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over district practices and procedures and over state laws to the extent permitted by state law.

ARTICLE 4
ACADEMIC FREEDOM

All faculty members will be guaranteed the freedom to exercise the responsibilities which have been given them by their assignments.
Each faculty member is a citizen, a member of the learned profession and an officer of an educational institution. When faculty members speak or write as citizens, they should be free from institutional censorship or obligations.

Faculty members shall maintain the exclusive right and responsibility to determine grades based upon their professional judgement. When grades are given for any course of instruction taught, the grade given to each student shall be the grade determined by the instructor of the course and the determination of the student's grade by the instructor, in the absence of mistake, fraud, bad faith, or incompetency, shall be final.

The freedom to think, to read, to speak, and to question is necessary to the development of an intelligent citizenry. These freedoms constitute a part of the philosophy of the instructional program at the colleges in the PeraltaDistrict and are guaranteed to the faculty.

ARTICLE 5

NON DISCRIMINATION

The District and the Federation agree to adhere to a policy of non-discrimination, and to comply with all pertinent provisions of the Title 7 and 9 of the U. S. 1964 Civil Rights Act as amended in 1972 and other applicable State laws regarding race, sex, religion, age, and physical disabilities, marital status, sexual orientation, national origin, political affiliation or activity, participation in any labor or professional or political organization, family relationships to another employee, or the private and personal life of any employee.

This article is not subject to the grievance procedure. However, consultation with the Director of Employee Relations or his/her designee may take place for purposes of possible internal District resolution of alleged problems prior to any action with any outside agency.

ARTICLE 6

FEDERATION RIGHTS

A. Legal, Unrestricted and Nonconfidential Information

The Board Agent will provide, upon reasonable request, to the Federation, legal, unrestricted, and nonconfidential information. Such data and/or information will be made available in a format that does not require research and/or analytical manipulation; excluded will be all confidential information or material as defined by applicable law.
B. **Board Policies**
The District shall provide the Federation with one (1) book of the Peralta Policy and Procedures Manual. During the term of this Agreement, the District shall provide copies to the Federation of any changes, additions, alterations, or deletions to this book.

C. **Board Minutes**
The District shall furnish the Federation with two (2) copies of all official Board minutes and two (2) copies of each Board agenda "packet" excluding all confidential information or material as defined by applicable law.

D. **Facilities Usage**
The Federation shall have the right to access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation, and the right to use institutional facilities and equipment, provided that such use or access shall not interfere with nor interrupt normal District or campus operations nor cause an additional or an increased maintenance cost to the District. Upon advance request, and with approval of the college or District, the Federation will be granted the use of facilities.

E. **Copies of this Agreement**
Copies of this Agreement shall be printed at the expense of the district and distributed within thirty (30) working days. The District shall distribute a copy for new employees as part of their employment packet materials.

F. **Federation/District consultation**
Designated representatives of the Board and the Federation shall meet on a mutually agreed upon date, place and time at least once every month for the purpose of reviewing the administration of the contract in force and attempting to resolve any other problems that may arise. Either party will submit an agenda for discussion.

G. **Professional Dues and Payroll Deductions**
1. The District shall upon proper receipt of authorization request, deduct from the salary warrants of certificated faculty the following:
   a. State and federal required deductions
   b. Dues to the following professional associations:
      (1) Peralta Federations of Teachers
      (2) Faculty Association, California Community Colleges
      (3) Faculty Senate (District and Colleges)
c. Purchase of tax-deferred annuities approved by the Board

d. Payments to credit unions listed below:
   (1) City and County Employee's Credit Union
   (2) Alameda Municipal Credit Union
   (3) California Federation of Teachers Credit Union
   (4) All currently outstanding CTA Credit Union withholdings only contracted prior to June, 1984.

e. Purchase of U. S. Savings Bonds

f. Contributions to United Way of the Bay Area

g. Contribution to the Bay Area CHAD (Combined Health Agencies Drive)

h. District approved life insurance

i. District approved disability insurance

j. PFT Political Action Committee

In addition to the above, deductions authorized by the faculty member and approved by the Peralta Board may approve in the future.

2. The Board shall deduct from the pay of each member of the bargaining unit from which it receives written authorization to do so, the required amount of dues to the Federation. When instructed to do so, the Board shall deduct one-twelfth (1/12) of such dues from the regular salary check of the faculty member for twelve (12) months.

3. The total amount of dues deducted, together with a list of employees from whose pay they were deducted, along with the amount deducted from each employee and a list of bargaining unit members who had authorized such deductions and from whom no deductions were made, shall be forwarded to the Federation office no later than thirty (30) days after such deductions were made. The payroll deduction authorization form shall be as shown in the Appendix.

4. Upon appropriate written authorization from the faculty member, the Board shall deduct from the salary of such faculty member deductions which were authorized as of the effective date of this Agreement or which the Peralta Board may approve in the future.

H. Organizational Security
   1. All certificated employees covered by the PFT Agreement
shall be subject to payroll deductions of monies as provided herein. All bargaining unit members shall either maintain membership in the Federation or pay a service fee as provided herein in options 2 and 3.

There shall be established an automatic monthly payroll deduction from the monthly paycheck of dues and assessments or of service fees under one of the following three options:

A. Option #1. Federation dues and assessments. Payable monthly to the Federation.

B. Option #2. Except as provided elsewhere in this article, all certificated employees who are not dues-paying members of the Federation shall pay a service fee to the Federation. (Said fee shall be determined annually by the Federation in conformance with applicable state and federal law. In addition to the annually determined fee, said service fee shall include an amount equivalent to any assessment of members less any deductions or rebates required by law.)

Disputes over service fee determination are not subject to the grievance procedures set forth in this agreement.

C. Option #3. Any certificated employee who has religious objections to joining or financially supporting an employee organization, and who so affirms in writing to the parties to this agreement (and subject to review by PFT), shall, in lieu of Federation membership dues and assessments or a service fee, have an amount equal to the service fee deducted from their monthly pay check, with such deduction deposited to a scholarship fund established by the Federation. Previous or current membership in, or current financial support of, any employee organization or other faculty organization whose purpose is to represent employees regarding matters related to wages, hours, or working conditions (e.g., FACCC) shall automatically disqualify and employee from participating in option #3.

2. The District shall begin making deductions from the monthly pay checks of each certificated employee, in accordance with the provisions of this article, by October 30, 1983 or the end of the month following a certificated employee's initial employment by the District.

3. Upon receipt of individual deduction authorization forms from Federation members choosing option #1 above, the District shall deduct from each such employee's monthly
pay check the amount of Federation dues and assessments as specified therein. The Federation shall provide the District with schedules of dues and assessments to be used in this process.

4. In the case of all certificated employees who are not dues-paying Federation members, and do not participate in option #3 above, the District shall deduct service fees from their monthly paychecks according to schedules provided by the Federation for the deduction of such fees.

5. In the case of all certificated employees who qualify for and choose to participate in option #3 above, the District shall deduct from their monthly pay check the amounts specified in Federation supplied schedules. Such amounts shall equal those deducted under option #2 above.

6. The District shall forward to the Federation within 15 days after deductions, the amount of deductions specified in A.1, A.2, and A.3 above. Such payments shall be accompanied by deductions rosters to facilitate a proper accounting of monies owed, received and paid.

The Federation shall upon 30 days advance notice have the right to periodically revise the schedules of deductions it provides to the District under the provisions of this Article.

7. The PFT agrees that in the event of litigation against the District by or on the part of employees arising out of implementation of this Article, PFT will defend and indemnify and hold harmless the District, its agents, or employees for any monetary award arising out of such litigation.

I. Grievance Processing Release Time
The District will grant release time to the President of the Federation or his/her designee and a Federation representative at each campus, who shall be identified and designated annually by the Federation, to perform services directly involved in the handling of grievances including grievances related to disciplinary action. If such grievance hearing is scheduled during duty hours, the grievant and his/her representative shall be considered on release time.

J. Effective September 1, 1987, the PFT shall have 1.5 FTE release time.

The PFT President's responsibilities shall include, but not be limited to:

1. resolve grievances;
2. work on scheduling problems including transfers;
3. work on the educational plan and its implementation with the Vice Chancellor;

4. committee work: CIPD, matriculation, recovery, revitalization, safety, governance;

5. meet and confer with college presidents, district administrators on issues of concern to faculty;

6. general contract administration;

7. work on new, innovative educational programs including research, planning and development.

The District shall not threaten to impose reprisal on employees or to discriminate or otherwise interfere with, restrict or coerce employees due specifically to their exercise of the rights guaranteed under the provisions of 3543.5(A) of the California Government Code (SB 160).

ARTICLE 7

MANAGEMENT RIGHTS

The Federation recognizes and agrees that the exercise of the express legal powers, rights, duties and responsibilities by the Board, e.g., the adoption of policies, rules, and regulations shall be limited only by the specific and express terms of this Agreement.

The Federation recognizes and agrees that the District powers, rights, authority, duties and responsibilities include the exclusive right to manage the District, direct, select, decrease and increase the workforce including but not limited to hiring, promotion, layoff or discharge.

The Federation recognizes and agrees that the District retains its rights to amend, modify, or rescind practices referred to in this Agreement in case of emergency. An emergency is considered an Act of God or a natural disaster or other acts which may be injurious or harmful to the students, employees, or the educational mission of the District. When an emergency is declared, the District shall immediately notify and consult with the Federation.

The District agrees that in regard to a declared emergency and decisions made therein, that the Federation shall have the right to subject such declaration and decisions made therein to the provisions of the grievance procedure when such declaration and decisions violate the provisions of this Agreement.
ARTICLE 8
MAINTENANCE OF OPERATIONS

During the term of this Agreement, the Federation agrees that neither the Federation, nor any person officially acting in its behalf, will cause, authorize, engage in, sanction, or take part in a strike, or concerted failure to report for duty against the District.

Bargaining unit members shall not be entitled to any wages or benefits whatsoever, including but not limited to, life insurance, health insurance, leaves, wages, or any other compensation while engaged in any strike, failure to report for duty, work stoppage, or other concerted actions which cause an interruption of District work.

ARTICLE 9
SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court, such provision shall be inoperative, but all other provisions shall not be affected hereby and shall continue in full force and effect.

At the request of either party, the parties agree to enter into negotiations for the revision of the Agreement with respect to any item that becomes invalid by reason of the above.

ARTICLE 10
INTRA-DISTRICT TRANSFER/REASSIGNMENT

A. Voluntary Transfers
Any instructor may apply for a vacancy at another of the Peralta Colleges. The following procedures shall govern such transfers, subject to Board approval.

1. All certificated contract position vacancies will be announced. Printed job announcements will be distributed District-wide and posted on college bulletin boards.

2. Existing contract instructors who express an interest in such vacancies shall be interviewed and given priority consideration in the filling of vacancies.

3. The District agrees that part-time certificated instructors shall be given a guaranteed right to an interview for any advertised regular certificated position if that position is in the specific discipline in which the faculty member is currently teaching and for
which the part-time instructor is making application. The instructor must notify the Director of Personnel in writing no later than the closing date posted on the specific announcement.

4. The District agrees that a certificated faculty member within the District making application for another regular certificated position within the District shall inform the District of his/her interest by means of a letter written to the Director of Personnel postmarked no later than the closing date posted on the specific job announcement.

5. An instructor who applies for a vacancy and who is accepted by another Peralta College will be permitted to make the transfer. Unusual circumstances may require a delay until a suitable replacement is found.

6. Transfers arranged at the request of an instructor or at the request of a receiving institution are to be considered as permanent.

7. If the college cannot accept a current District employee who requests such a position, the college will provide a reason to the faculty member.

B. **Involuntary Transfers/Reassignments**

When transfers must be made, they shall be in accordance with the following procedures.

1. If a college discontinues a particular program which results in the transfer/reassignment of a tenured instructor, and if another college within the District is offering a program in which this instructor is credentialed to teach, and in which a vacancy exists or in which he is senior to other instructors, the instructor must be given an opportunity to transfer or be reassigned to the college which can utilize his/her service.

2. When the District finds it necessary to transfer an Instructor from one college to another, qualified volunteers will be sought. If no qualified volunteers are available, and it becomes necessary to resort to involuntary transfer, the District shall determine which colleges have staffing situations which would allow exit transfers with minimal adverse effects. The least senior faculty member certificated in the appropriate discipline in these colleges shall be selected for transfer to the college where the need exists.

If the least senior Instructor selected for transfer is to be assigned courses, or duties in other programs different from the courses or duties involved in his
present position, the college to which the transfer is being made shall have the right to challenge the transfer if there are compelling reasons to conclude that the Instructor selected for transfer would not adequately contribute to the mission of the program to which he/she is being transferred.

When a designated transferee is passed over for the stated reason, the second least senior certificated faculty member available shall be designated as the transferee.

3. Transfer/reassignments made for the convenience of the District or short-term interchanges are to be made with the understanding that the transferee will return to the original institution to fill the first vacancy (equal to their contract load level) for which he or she is credentialed. If a certificated staff member transferred for the convenience of the District finds that the faculty member wishes to remain at the second college, and if that institution wishes to retain that person, then he/she shall have the privilege of remaining.

4. Involuntary transfers of faculty members shall be made at the beginning of the semester or quarter. The faculty member to be transferred shall be given written notice of such intended transfer at least forty (40) calendar days prior to the beginning of the semester or quarter in which the transfer is to be effective. The written notice of transfer shall specify the effective date, time, work location, and course and/or other assignments of the new position.

Exceptions to the 40-day notice requirement for transfers may be made in unusual circumstances, such as sudden resignation, death, illness, accident, emergency leave, physical catastrophe, and other unexpected and unavoidable incidents.

ARTICLE 11
RESIGNATIONS

A. Faculty member may not be threatened with dismissal action by the college administration so as to force the faculty member to submit resignation of employment.

B. A faculty member who submits a written resignation may, prior to Board action thereon, withdraw the resignation.
ARTICLE 12
FACULTY EVALUATION

The purpose of this article is to improve instruction, counseling and other educational services assigned by the District through the periodic evaluation of faculty members. The process to be followed shall include a self-evaluation, peer and administrative evaluation as outlined below. (Student surveys shall be used.)

A. Evaluation of Contract Faculty Members
1. Each contract faculty member will be evaluated each year. The evaluation panel will elect its own chairperson. The composition and selection of the panel shall be: one regular faculty member selected by the evaluatee, one manager or his/her designee, and one regular faculty member selected by lot first within the discipline district-wide. The evaluatee or manager each may disqualify one of the panel members initially chosen.

The person disqualified shall be replaced using the same process with no further right of disqualification. Panel member selected must serve. Service shall be limited to four panels annually.

Panel members shall not be informed of their selection until the full composition of the panel is finalized.

2. Each faculty member being evaluated shall prepare a self-evaluation report and present such report to the panel.

3. The evaluation panel's report shall consider the faculty member's performance in meeting the responsibilities of his/her position.

4. At least one conference shall be held with the faculty member by the evaluation panel.

5. A written report of the findings of the panel will be prepared by the panel chairperson and signed by the faculty member (Faculty member's signature acknowledges only that he/she has received and read the report.), as well as, in the case of unanimity, by each member of the panel. The report will be submitted to the president of the college with two (2) copies to the faculty member and a copy to the district personnel office file.

6. If there is not unanimous agreement by the committee members, individual reports may be submitted with copies to the evaluatee.
7. The student survey forms will be returned to the evaluatee and will not be attached as part of the final evaluation report.

B. Evaluation of Regular Faculty Members
1. At least once every two (2) years each regular faculty member will be evaluated using the procedures outlined above in Section 1.

2. If the faculty member is identified as in need of continued evaluation, the same evaluation panel will continue to work with the faculty member until the next evaluation.

C. Evaluation of Temporary Certificated Personnel
1. The same frequency of evaluation of temporary certificated personnel may occur as for contract certificated personnel.

2. A committee will be composed of two members: the first line manager or his/her designee and one faculty member appointed by the first line manager. The appointment will be made first from the discipline in the college then the division in the college then within the discipline District-wide (excluding Feather River).

D. General Conditions
The faculty member’s evaluation report will be retained by the District in the faculty member’s personnel file.

E. Deadline
The District shall establish the deadlines for the operation of the evaluation procedure.

F. Appendix
The evaluation forms shall be made a part of the agreement. (See Appendix for sample form.)

ARTICLE 13
SAFETY

A. District Compliance

The District shall conform to and comply with all health, safety, and sanitation guidelines of OSHA (or Cal-OSHA if reinstated).

B.1 Safety Committee

The District shall establish a safety committee to review health, safety, sanitation and working conditions to insure
compliance with OSHA. The composition of the committee shall include representatives appointed by the PFT from each college.

B.2 The committee shall make recommendations to the District-appointed administrator and the President at the college with a copy to the PFT.

C. Release Time

The members of the committee shall be allowed reasonable release time to attend safety committee meetings.

D. No Discrimination

No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of OSHA.

E. Safety Precautions

Each unit member shall observe normally acceptable safety precautions in the performance of his/her assigned duties.

F. Alleged safety violations shall be stated in writing to the Assistant Dean who shall, within seven (7) days, forward the alleged violations to the College President with copies to the chairperson of the safety committee and the PFT-appointed member at the college and the District-appointed administrator in charge of reviewing these matters.

ARTICLE 14

PERSONNEL FILES

A. For the purposes of this article, a "personnel file" is any record that:

1. pertains directly to the employment relationship between the certificated employee and the Board;

2. is retained in the personnel files of the District; and,

3. is accessible by the employee's name or other means of individual identification such as social security number.

B. The personnel file may include records of employment with the District, records of educational advancement and other work or experience pertaining to the faculty member's position with the District and records of professional evaluation as prescribed by state law.
1. There shall be only one official personnel file for each faculty member. This file shall be kept in a locked file in the District Personnel Office and shall be available for inspection by the member or a Federation representative expressly authorized in writing by her/him, unless the release is compelled by law or by a judicial order or lawfully issued subpoena. When such access is gained, the employee shall be notified in writing.

2. All material in the file shall be signed by the source of material and dated. Anonymous communications shall not be placed in the official personnel file.

3. The faculty member shall have the right to obtain copies of any item in his/her file.

C. Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

D. Such material is not to include ratings, reports, or records which

   1. were obtained prior to the employment of the person involved,
   2. were prepared by identifiable examination committee members, or
   3. were obtained in connection with a promotional examination.

E. Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render service to the employing District.

F. Information of a derogatory nature, except material mentioned in Section D of this article, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

G. Personnel files shall be maintained in accordance with the Education Code.
ARTICLE 15

DEPARTMENT CHAIRPERSON/PROGRAM DEVELOPER
(Applicable to Merritt and Laney Colleges only)

A. At Merritt College, Department Chairperson/Program Developers shall receive released time of 3.6 FTE.

B. At Laney College Department Chairperson/Program Developers shall receive released time of 3.6 FTE.

C. In addition to the foregoing, athletic directors, nursing directors, and the director of radiologic technology shall continue to receive released time consistent with state-mandated requirements. Appointment shall be made by the President of the college after review by the appropriate Dean.

D. The faculty in each department will select two names for the position of Department Chairperson/Program Developer. Final selection will be made by the President of the college after review by the appropriate Division administrator and Dean. In the event no candidates are recommended, the President shall appoint the Department Chairperson/Program Developer. Except where there is mutual agreement between the President and the faculty of a department, the Department Chairperson will serve for one year.

E. In the event that the District's financial status is seriously impacted by the passage of any state or federal law which restricts budgetarily the assignment of Department Chairperson/Program Developer under the provision of this Article, the release time ratios and/or stipends for Department Chairperson/Program Developer may be open for renegotiations.

ARTICLE 16

WORKING CONDITIONS

A. Faculty Parking
All necessary parking decals or stickers shall be provided at no cost to the faculty members and no parking fees shall be charged to faculty members.

B. Clothing/Uniform/Equipment
The District shall provide the faculty member with any protective clothing, uniforms, or equipment that is required by the District in order to teach in his/her discipline. In cases where employees are supplied with safety equipment, they will be required to wear and/or use such equipment.
ARTICLE 17

MILEAGE

A. Certificated faculty whose contract assignments necessitate travel within the District within a single instructional day between assignments shall be compensated for the use of their automobile at the rate of 20 cents per mile of assigned necessary travel.

B. It is understood that the above reimbursement shall only be applicable in cases where the certificated faculty is assigned to serve in excess of one geographical location in a single instructional day.

C. Request for automobile reimbursement shall be submitted monthly and no obligation will exist for payment reimbursement requests that are submitted 60 or more days after the date on which they were incurred.

ARTICLE 18

ACADEMIC CALENDAR

A. The Academic Calendar of the District in terms of days of instruction shall be developed by the District and the Federation. Recognizing that the arrangements of the calendar in terms of beginning and ending dates, vacations, etc., are of concern to the Federation, the proposed calendars for any academic year shall be prepared in draft form by the District in consultation with the Federation.

B. The college academic year calendar shall consist of 176 contracted days for full-time faculty members.

C. At least one of the 176 days shall be provided for faculty members to participate in staff development activities.

D. The PFT and the District Academic Senate will jointly work with the District to develop the program and content for the faculty assignment/contract days (professional days) for the Early Semester Calendar.

E. The District shall establish a joint PFT/District Academic Senate Committee to study and make recommendations to the Chancellor regarding a uniform calendar system no later than June 30, 1990.
ARTICLE 19
HOURS, WORKLOAD, CLASS SIZE

A. Certificated Assignments
1. The District shall maintain load and assignment policies for all of the colleges in the Peralta Community College District consistent with the provisions of this Agreement.

2. All contract/regular certificated staff shall provide a full professional service week that includes teaching, preparation, advising, evaluation, class sign up/enrollment, maintenance of office hours, participation in college/district committees and meetings, and special assignments such as program development/department chairpersoning (department chairpersoning at Merritt and Laney only).

3. The certificated base load shall be 15 equated hours per week.

4. The base load for counselors shall be 30 hours, librarians 30 hours, and nurses and enablers 30 hours per week.

5. Certificated load factors shall be as follows:
   a. All lectures including English composition shall be equated at 1.0
   b. All PE and dance labs shall be equated at .75
   c. Coop Ed shall be equated at .68
   d. All vocational labs shall be equated at .75
   e. Radiology/X-Ray Technology labs shall be equated at .75
   f. All other labs presently at .80 shall remain equated at .80

6. Full-time instructors shall schedule, post, and maintain at least five office hours per week, four hours to be scheduled over four days and one hour to be arranged.

7. No instructor shall be assigned more than three course preparation during a given term (exclusive of extra service). Exceptions may be made with the consent of the instructor.

8. The District may average load assignments for certificated instructors over one year.

   The District may average load assignments for some certificated instructors for two years. The two-year load averaging shall be limited to a maximum of 25 FTE faculty and to a maximum of 18 equated hours in any one term. Annual reports shall be forwarded to the PFT containing the names of each faculty member, their work
load and the college.

9. Certificated assignments will be scheduled by the college administration and at Merritt and Laney, where applicable, in consultation with the department chairperson/program developers.

10. A certificated unit member may not (with the exception of extra service) without his/her consent, be scheduled for the following assignment.
   a. For more than two college sites during any one term.
   b. A day assignment following an evening assignment with less than an 11-hour break.
   c. A six consecutive-day assignment.
   d. Saturday classes for more than one term during one academic year.
   e. For more than five consecutive hours of instruction or six consecutive hours of counseling without a one hour intervening break (except for Saturday classes and summer.)

B. Credentials
   1. The District shall make every effort to provide information to the faculty about credentials needed in Peralta and the procedures to obtain such valid credentials.
   2. The responsibility for certification lies with the individual instructor and all instructors must have valid credentials in force as specified in the Education Code, and on file with the Alameda County Superintendent of Schools. No salary can be paid to anyone who is not so qualified.

C. Temporary Certificated Employees
   1. Temporary certificated employees shall work no more than a .59 equated load per term and shall be scheduled no more than .5, except with the approval of the administration.
   2. When identifiable, temporary certificated faculty shall have their names included in the class schedule for their classes each term. Such inclusion shall not constitute a contract of employment between the faculty and the District, nor preclude any change in or deletion of assignment.

D. Extra Service
   1. Regular full-time instructors may not teach beyond their regular full-time assignments, more than .2 equated load,
or one (1) class on an extra service basis, whichever is greater. Exceptions to this must be approved by the District.

2. Regular full-time instructors may not teach beyond their regular full-time assignment for the purpose of extra service credit until the full-time assignment has been accomplished. Exceptions to this must be approved by the District.

3. Counselors, librarians, nurses and enablers may not work beyond their regular full-time assignments for more than six (6) hours per week in extra service counseling, librarian, nursing or enabling assignments. Counselors, librarians, nurses and enablers may not be assigned to extra service academic assignments during the same quarter or semester that are employed in extra service counseling, librarian, nursing or enabling assignments. Exceptions to this may be approved by the District.

4. Extra service assignments for non-teaching faculty shall be equated on a 2:1 basis. (Two hours of extra service equals to one teaching hour).

E. Class Size

1. The minimum class size shall be set at 20 for vocational/technical classes, and 25 for all others.

2. Exceptions to the minimum class size may include:
   a. classes needed for transfer;
   b. classes needed for completion of a certificate;
   c. classes where there are a limited number of work stations;
   d. classes for disabled and physically impaired;
   e. sequential classes;
   f. basic skills and remedial classes.

Courses falling below the minimum class size shall be determined by the Dean of Instruction with input from the faculty within each discipline and with the concurrence of the Vice-Chancellor.

The specific courses excepted from the minimum class size policy shall be listed by title, course numbers, day, time and minimum number of students to be enrolled and shall be certified by the Vice Chancellor or his designee 15 days (or more) prior to the beginning of the term. A copy of the list shall be mailed to the President of the PFT.
3. The maximum class size shall be limited to the number of work stations or the physical limitations of the facility as made available by the District. In no case shall maximum classroom occupancy exceed maximum allowable occupancy as established by the fire department in the county in which the class is conducted.

4. English composition at 1.0 with a maximum class size of 30 as of census week 1, any larger class size to be by mutual agreement.

F. Saturday Classes
1. Saturday classes may be assigned as part of a certificated employee's base load. During the term of this agreement, the District will make every effort to assign Saturday classes on a volunteer basis. When Saturday classes are assigned as a part of a faculty member's load, the District will insure that person is assigned two (2) consecutive off days, one of which will be Sunday.

2. All Saturday assignments shall be rotated term to term except by mutual consent between the employee and his or her first-level manager.

G. Flex-Time Schedule
1. Flex-time for counselors is to cover those counseling periods following the end of traditional summer session to the start of the Fall Quarter/Semester.

2. Any day worked as flex time during the above periods will be initiated by:
   a. Mutual agreement between the College and Counselor
   b. In the event that the College's needs are not being met by a., the principle of inverse seniority will prevail.
   c. Once a Counselor has volunteered or been assigned by inverse seniority his/her name rotates to the top of the Seniority List and that Counselor will not be assigned involuntarily to another flex schedule until all other Counselors on the list have completed an assigned flex-time.
   d. Counselors working on flex-time will work not less than five consecutive days or more than 10 consecutive days. Additional or fewer days may be worked by mutual agreement between the College and the Counselor.
   e. Counselors shall give the appropriate administrator a minimum of 30 days notice of days requested off for
flex day utilization.

f. The first ten days or last five days of each quarter/semester will be excluded as days off except by mutual agreement.

g. The scheduling of flex-time is initiated by the College and will be posted by May 15th of each year.

H. Counselors, Enablers and Categorically-Funded Counselors: Eleven Month Contracts

1. Article 19, Section G (Flex-Time Schedule) shall sunset as of July 1, 1989 if the ADA units generated by the counseling staff (excluding all categorically-funded counselors and enablers), by classroom activity and classroom instruction and classroom assignment are equal to or more than $100,000 during the period from July 1, 1988 to June 30, 1989.

2. Effective July 1, 1989 the District shall implement the following procedures, if the provisions in Section 1 above are fulfilled:
   
a. all counseling needs in addition to the regular academic year shall be covered by counselors receiving an 11-month contract;

b. the college shall make a reasonable effort to make the selection of counselors who will receive such 11-month contracts by May 31;

c. an 11-month contract is defined as covering the regular academic year plus 18 consecutive days of the summer months, except by mutual agreement;

d. compensation for the 11 months shall be 1/10 of the annual salary of the counselor and enabler;

e. all assignments for classroom activity shall be based upon Article 19 - Section A.5.

2. Effective July 1, 1989 the District shall implement (If approved by the funding agency) the following provisions for categorically-funded counselors and enablers:

a. all counseling needs in addition to the regular academic year shall be covered by counselors receiving an 11-month contract;

b. the college shall make a reasonable effort to make the selection of counselors who will receive such 11-month contracts by May 31;
c. an 11-month contract is defined as covering the regular academic year plus 18 consecutive days of the summer months, except by mutual agreement;

d. compensation for the 11 months shall be 1/10 of the annual salary of the counselor and enabler;

e. all assignments for classroom activity shall be based upon Article 19 - Section A.5.

4. Either party may reopen this Section G upon 30 days notice after January 1, 1989.

ARTICLE 20
GRIEVANCE PROCEDURE

"Grievance as defined in this agreement shall be brought only through this procedure.

A. Definitions
1. "Grievance" is a formal allegation by a grievant that the grievant has been adversely affected by a misinterpretation, a misapplication or a violation of this Agreement.

2. A "grievant" may be any member of the bargaining unit covered by the terms of this Agreement or any official of the Federation.

3. A "day" (for the purposes of this grievance policy) is any day on which the central administrative office of the Peralta Community College District is open for business.

4. The "first level manager" is the immediate supervisor (outside of the bargaining unit) having direct jurisdiction over the grievant.

B. Forms for processing grievances shall be prepared mutually by the Federation and the District. The forms shall be printed by the District and given to the president of the PFT.

C. A grievance may be lodged:

1. By a faculty member;

2. By a faculty member accompanied by a representative;

3. Through a Federation representative, if the faculty member so requests; (in written form)

22 30
4. By a Federation representative in the name of the Federation.

D. The Federation shall have the right to have a representative present at each step of the grievance procedure.

E. If the same grievance is made by more than one faculty member, the Federation shall be allowed to consolidate such grievances. The final decision of such a grievance shall apply to all grievants.

F. No faculty member at any stage of the grievance procedure shall be required to meet with any administrator concerning any aspect of a filed grievance without Federation representation if requested by the grievant.

G. Written notices to be given under this grievance procedure may be given by hand to the appropriate person or left with the first level manager of the appropriate person, or sent by registered mail. If given by hand, the date shall be counted as the date of the notice.

H. No threats or retaliation shall be made against any participants in the grievance procedure by reason of such participation. Grievance materials shall not be placed in the personnel files.

I. A decision rendered at any level in this procedure becomes final unless appealed by the aggrieved person within the time limit specified.

1. By mutual agreement the time limits contained herein may be waived. Also by mutual agreement the grievance may revert to a prior level for consideration (excluding step three).

2. Failure of the administrator to respond within the time limits shall automatically move the grievance to the next step of the grievance procedure.

J. Decisions rendered at Steps 1 and 2 of the grievance procedure set forth herein shall be in writing, setting forth the decision and the reasons therefor and will be transmitted promptly to the grievant and the President of the Federation. Time limits for appeal provided in each level shall begin three (3) days following posting by the registered mail of the written decision by the Parties in interest.

K. If the grievance hearing is scheduled during the grievant's or representative's working hours, the grievant/representative shall suffer no loss of pay in order to present the grievances(s).
L. Upon reasonable request the Board Agent shall provide the PFT with legal, unrestricted and non-confidential information. Such data and/or information will be made available in a format that does not require research and/or analytical manipulation; excluded will be all confidential information or material as defined by applicable law.

M. Grievance Procedure Steps
A three-step grievance procedure shall be used for all grievances. Grievances pertaining to District office problems and procedures such as:
1. salary placement
2. payment of salary
3. fringe benefits
4. sick leave accrual
5. credentialing
6. personnel files
7. seniority
8. retirement

shall go directly to Step 2.

All other grievances shall follow the three-step procedure:

Step 1

Within thirty (30) working days after the grievant knew, or by reasonable diligence could have known, of the condition upon which the grievance is based, the grievant shall present his/her grievance, either orally or in writing, to the first level manager. Within seven (7) working days from the date of the informal conference, the first level manager shall communicate his/her decision to the grievant in writing together with supporting reasons and with a copy to the Federation and the District Board Agent.

Step 2

a. If the grievant is not satisfied with the decision at Step 1, he/she may submit a written grievance on the appropriate form within ten (10) working days. Copies of the grievance shall be sent to the first level manager, college president and Board Agent. A copy of the decision rendered by the first level manager shall be attached to each copy.

b. Within ten (10) working days of receiving the written grievance, a conference with the grievant and the Federation representative, and the appropriate manager(s) shall be held.
c. Within seven (7) working days, a written decision will be rendered with appropriate reasons.

Step 3. Dispute Resolution

If the Federation is not satisfied with the decision at step 2, the Union, with the concurrence of the District, may appeal the decision from step 2 to the Center for Dispute Resolution in Santa Monica and invoke for dispute resolution to resolve the issue.

Such resolution shall be submitted to the Board of Trustees.

Step 4

If either party elects not to utilize the Center for Dispute Resolution referenced above, the matter shall be referred to binding arbitration or similar agency. Such notices of appeal must be submitted to the Board Agent within ten (10) working days of receipt of the decision from Step 3.

It is understood by the parties that matters submitted to binding arbitration shall be only those issues wherein a party alleges violation of this collective bargaining agreement.

a. Selection of Arbitrator
Within ten (10) days of the receipt of the appeal to binding arbitration, the parties shall attempt to agree upon an arbitrator. If agreement cannot be reached within five working days, the parties shall request a panel of five arbitrators from the California Mediation and Conciliation Service. The parties shall alternately strike two names, the remaining arbitrator shall be appointed.

b. Opinion and Award
The Arbitrator shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement.

The Arbitrator shall submit his/her opinion and award within thirty (30) days after the conclusion of the hearing (or the receipt of the court reporter's transcript, whichever is later).

c. Board Action
The opinion and award of the Arbitrator shall be final and binding on the parties. Nothing herein shall preclude either party from seeking further legal remedy.
d. **Cost**
The Arbitrator fees and expenses shall be shared equally by the parties.

e. **Retroactivity**
Any grievance filed prior to the effective date of this Agreement shall not be processed under this procedure.

**ARTICLE 21**

**DISCIPLINARY ACTION**

A. **Suspension**
   1. The District, through the Board Agent, shall not suspend or otherwise discipline faculty members except for just and sufficient cause. Except in cases of extreme emergency no suspension without pay shall be imposed until the grievance procedure is exhausted.
   
   2. All information forming the basis for disciplinary action shall be made available to the faculty member. In addition, such information will be made available to the Federation if the member requests in writing the release of such information.
   
   3. Just and sufficient cause shall be defined as charges such as the following:
      
a. Dishonesty
b. Insubordination
c. Intoxication or the use of nonprescribed controlled substances while on duty.
d. Unexcused absence without leave.
e. Refusal or repeated failure to perform the normal and reasonable duties of the position.
f. Misuse of District property.
g. Knowingly falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or other District records.

B. **Hearing Procedures**
A faculty member covered by the terms of this Agreement may, when notified of a recommended suspension, appeal that recommendation to a hearing panel composed of the following:

   1. one member appointed by the Federation;
   
   2. one member appointed by the administration; and
   
   3. a member of the State Mediation Conciliation Service.
C. **Appointment of the Hearing Panel**

1. The hearing panel described above shall be assembled as follows. Within five (5) days after the employee is notified that a recommendation for suspension is being processed, he/she will notify the Director of Employee Relations in writing by certified mail of his/her request for a hearing. The Director of Employee Relations shall, within two working days of receipt of such request for hearing, contact the Federation for the name of its appointee to the hearing panel and simultaneously furnish the Federation with the name of the administration's appointee to the hearing panel, and then contact the State Mediation Conciliation Service for a conciliator for the hearing panel.

2. Within two working days after the conclusion of the hearing, the Opinion and Award of the hearing panel shall be submitted to the Board of Trustees through the Office of the Director of Employee Relations.

D. **Witness and Grievant Release Time**

The District and/or the grievant may request the presence of witnesses during the hearing procedure. If a certificated employee covered by this Agreement gives testimony at the hearing in connection with the grievance procedure during his/her normal duty hours, the certificated employee shall do so on release time. It is the intent of this paragraph that neither the grievant nor the witnesses testifying at the hearing procedure shall suffer any loss of pay.

E. **Notice of Suspension**

A disciplined certificated employee shall be informed in writing by certified mail of the specific charges against him/her, and this notice shall include:

1. A statement of the employee's right to a hearing on such charges.

2. The time in which a hearing may be requested (which shall not be less than five working days after service of the notice to the employee).

3. An enclosed card for signing and filing, which shall constitute a request for a hearing and a denial of the charges.

4. A statement indicating that should the employee fail to return the enclosed card within five working days after receipt, this shall constitute a rejection of further hearing procedures.

F. **Appeal**

Either party (the administration or the Federation) may appeal the Opinion and Award of the hearing panel of advisory arbitration.
G. Dismissal
Grounds for dismissal and dismissal procedures shall be as prescribed by the applicable sections of the California Education Code.

ARTICLE 22

SALARY

A. Certificated Faculty
1. The District shall provide salary increase for the year 1988/89 of 3%.

2. The District shall provide salary increase for the fiscal year 1989/90 of 4%.

3. The District provide salary increase for the fiscal year 1990/91 of 6%.

a. The above salary adjustments shall be subject to certain specific conditions during the years 89/90 and 90/91.

b. It is anticipated that the statutory COLA cost of living adjustment will be funded each of the fiscal years of this collective bargaining agreement.

c. In the event that the statutory COLA is not funded during the year 89/90 or during the year 90/91, it is the understanding of the parties to this agreement that the non-funding of the COLA will result in a reopener on the single issue of compensation.

d. The PFT may, between September 1 and 30, 1990, reopen on the issue of compensation only.

e. The District may, between September 1 and 30, 1990, reopen on an article of its choice.

B. Temporary (Part-Time) Employees and Extra Service Assignments
1. Regular full-time contract employees: pro-rate pay shall be 60% of the certificated salary schedule in steps 1-4 (A-E) only.

2. Temporary certificated employees with full-time employment to any kind: 60% of the certificated salary schedule in steps 1-4 (A-E) only.

3. Temporary certificated employees without full-time employment of any kind: 75% of the certificated salary schedule in steps 1-4 (A-E) only.

4. Temporary certificated employees shall be paid on a quarter or semester basis in monthly installment.
C. **Coaching Stipends**

Coaching stipends shall be paid per coaching assignments, per sport season as follows:

1. Head Coaches, $1,000
2. Assistant Coaches, $800

D. **Longevity**

Certificated personnel employed in the Peralta/Oakland Unified School District for eighteen (18) consecutive years (including approved leaves of absence) are eligible for the longevity increment. **Oakland Unified Service is not restricted to any particular units of that district.** The District will pay a longevity increment pay to be effective after:

- 18th year: $500
- 20th year: $1250
- 24th year: $2000

E. **Non-Academic Column Advancement**

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

1. Approval may be granted by the Vocational Training Committee, consisting of the College President, Affirmative Action Officer and a PFT designated vocational faculty member.

2. A course description or outline of the Vocational Training Program must be submitted to the above committee along with the request for approval.

3. The content of the Vocational Training Program must directly relate to the faculty member's credentialled area.

4. A written statement must be issued by the Vocational Training Committee to the faculty member in response to each request for approval, indicating number of units granted or reason for denial.

5. This article shall not be subject to the grievance procedure.

Upon completion of the above requirements and documentation of completion of the vocational training course, movement on the salary schedule shall be granted according to the following formula: 32 hours of training is equivalent to one semester unit.
F. Salary Schedule - Vocational Faculty

Occupational and vocational instructors refers to those instructors who have at least a .5 assignment in an occupational or vocational area. Column movement for occupational and vocational instructors applies to (1) those who were originally hired to teach in an occupational or vocational subject area and who are still teaching in such area, and (2) those who were originally hired to teach in a nonoccupational or vocational area, but due to further retraining and the District’s educational needs find themselves currently teaching in an occupational or vocational training area. Application for advancement on the salary schedule will be based on current .5 employment in a vocational or occupational area.

The .5 assignment shall be applicable to full-time certificated instructors only. Part-time, temporary instructors teaching one or more occupational and vocational classes will be allowed movement on the salary schedule on a pro-rata basis.

See Appendix---for Certificated Salary Schedule and other related salary information.

ARTICLE 23

HEALTH AND WELFARE BENEFITS

The District will continue to fund the present Health and Welfare Program and absorb any increase in cost at the current benefit level for the duration of this agreement.

A. General Conditions

1. All probationary, contract regular faculty (including—long term substitutes) shall receive the following Health and Welfare benefits:

   a. Medical Insurance.
   b. Dental Insurance.
   c. Life Insurance.
   d. Long-Term Disability Income Insurance.

2. It is understood that coverage does not go into effect on the employees' date of hire. Coverage begins on the first of the month following the date of hire, provided the following conditions are met:

   a. Actual date of hire is prior to the 20th of the month;
   b. All enrollment forms for health and welfare benefits are received by the District prior to the 20th of the month;
c. In any case, all enrollment forms must be received by the District within 30 days of date of hire;
d. Failure to comply with the above conditions may result in the delay or extension of coverage.

3. Temporary (part-time) faculty are eligible for health and welfare benefits pursuant to Article 24 of the Agreement.

4. If both husband and wife are employed by the District, they shall be eligible severally for all health and welfare benefits. The only exception is that dependent children shall be covered by either the husband or the wife.

5. Dependent coverage is to be paid in full by the District. All dependents must be added at the time of employees' enrollment or within 30 days of a new birth or marriage or the addition of a new dependent. The following plans include dependent coverage:
   a. Medical Insurance.
   b. Dental Insurance.
   c. Life Insurance.

6. Employee Assistance Program

Within 30 days of the signing of this Agreement, the District shall establish a panel of representatives from PFT, SEIU, management, PORAC and Local 39 to receive proposals from employee assistance programs in the Bay Area. Such programs shall minimally meet the current service levels provided by the provider and may provide more services as well. The panel shall be limited to recommending programs which do not cost any more than the current provider. The recommendation of the representatives must be majority vote of the panel.

Recommendations from the panel shall be forwarded to the Board of Trustees for review. The panel shall make another recommendation if the first one is rejected.

B. Definition of Health and Welfare Benefits

1. General Definition

All benefits provided in the prior Agreement shall be provided during the term of this Agreement. Both parties acknowledge:

a. No reduction in any benefit that was provided in the immediately preceding agreement shall occur due to failure to include said benefit in this Agreement, unless such reduction is specifically indicated in this Agreement.
2. Benefits shall be equal to or greater than existing benefits as summarized in the plans described in Section 4 below (including dependents coverage where applicable per Section A. above).

3. Incorporation By Reference

The health and welfare plans shall be contractually arranged by the District. Said contracts are hereby made a part of this Agreement.

4. Specific Definitions

a. This is the first time health and welfare has been described in detail in the Agreement.

b. Medical Expense Insurance

All faculty have the right to select one of the following at the time of employment or during open enrollment period:

(1) Peralta Blue Cross Prudent Buyer Plus Plan (brochure, February 1987)
(2) Kaiser Foundation Health Plan (brochure, January 1987-8 coverage)
(3) Take Care Health Plan (brochure, May 1987)

c. Dental Expense Insurance

CDS (Delta) group number 6181-0002, dated 2/1/83.

d. Life Insurance

(1) Amount of insurance for employee and dependents shall be defined under the group policy with Standard Insurance Company, policy No. 304751-B.

(2) Per Life Insurance brochure No. dated

e. Long-term Disability Insurance

Amount and eligibility for benefits shall be determined under the group policy with Standard Insurance Company, policy No. 304751.

5. Long-Term Disability Insurance

All probationary and permanent certificated employees shall be eligible for long-term disability insurance. Long-term substitutes shall be eligible for insurance when employed in that capacity for a second consecutive year.
Retiree Health and Welfare Benefits

1. Benefits available to retirees and their dependents shall be covered by Article 30 of the Agreement.

2. The definitions as stated in Article 23, Section A above shall apply to retiree health and welfare benefits.

3. Health and Welfare Benefits
   a. Medical Expense Insurance
      i. Retired employee insurance for life.
      ii. Spouse of retired employee insured until death of retired employee or divorce. Spouse has right to continue insurance at their own expense. No reduction in benefits.
      iii. Dependent children are insured until death of retired employee. Have right to continue insurance at their own expense.
      iiii. The above shall be subject to Article 30, D5 (a) & (b)
   b. Dental Insurance
      Retired employee (and spouse and dependent children) has the option to continue this coverage at their own expense as state mandated program per AB 528 and/or Consolidated Omnibus Budget Act (COBRA).
   c. Life Insurance.
      i. Remains in force until age 65 at District expense.
      ii. Retired employee has the option to convert to an individual permanent plan at their own expense.

4. All faculty who retire from the District shall have a pre-retirement meeting with a representative from the District who will inform the faculty member about his/her retirement rights and benefits. The District shall also provide a Retirement Medical Benefit Option Form (see Appendix) which must be reviewed and signed by each faculty member prior to retirement.

Health and Welfare Study

1. The PFT and the District agree that medical costs are rising at an unacceptable level.

2. Both parties agree that a major reorganization of the medical fringe benefits system must be effectuated.
3. Both parties agree to establish a joint administration/employee committee to examine alternatives including, but not limited to, the removal of the Blue Cross plan and the establishment of alternative health plans.

4. Both parties agree to reopen and negotiate the medical plans in the third year of the contract.

ARTICLE 24

VOLUNTARY FRINGE BENEFITS
TEMPORARY (PART-TIME) EMPLOYEES

A. Voluntary Fringe Benefits
1. Voluntary fringe Benefits under this agreement include the present District medical and dental insurance plans, only.

2. Temporary (part-time) certificated employees may subscribe for medical and dental insurance under the District's group coverage program.

B. Eligibility Requirement
1. Temporary (part-time) employees must have completed four (4) semesters or six (6) quarters in the immediately preceding four (4) years.

2. Partial semester or quarters are not included in the computation of completion for the fulfillment of four (4) semesters or six (6) quarters.

C. Dependent Eligibility
Temporary (part-time) employees may subscribe for dependency coverage under this program.

D. Membership Subscription
Temporary (part-time) employees must subscribe for membership no later than the 20th day of the month preceding the period for which coverage is requested.

E. Payment
1. The premium for (part-time) participants in this program shall be an amount exactly equal to the amount paid by the District for individual contract employees.

2. If enrollment by part-timers under this plan exceeds 100, a charge of $2.50 per enrollee shall be added to all succeeding programs.

3. Due date for premium payments shall be the 20th day of the month for a maximum of two (2) months advance coverage.
4. Any temporary (part-time) employee who fails to submit advanced premiums for two (2) months coverage shall be dropped from the District program on the first of the month following delinquency. There will be no exceptions.

F. Exclusions

Voluntary subscription by temporary (part-time) employees shall be limited to certificated employees covered by the terms of the collective bargaining agreement.

ARTICLE 25

SENIORITY LIST

A. Pursuant to Education Code Sections 87414 and 87415, the District is required to maintain a list reflecting the order of employment of all contract or regular employees in the manner prescribed by Sections 87400 to 87424, inclusive, and to keep a roster of same as a public record. The intent of these statutes is to provide contract and regular employees with their respective order of employment (seniority standing) in the District.

B. Every contract or regular employee employed after June 30, 1947, shall be deemed to have been employed on the date upon which he or she first rendered paid service in a probationary or contract position.

C. Records showing date of employment shall be accessible, on demand, to any certificated employee of the District or to his/her designated representative.

D. In the absence of records as to the determination of the first date of rendered paid service in a probationary or contract position, the District, in accordance with evidence presented, shall determine the order of employment after giving employees a reasonable opportunity to present such evidence.

E. Corrections on Seniority List
The Board shall have the power and it shall be its duty to correct any errors discovered from time to time in its records showing the order of employment. Any faculty member may submit documents for review which may correct his/her first date of rendered paid service in a probationary or contract position. The President of the Peralta Federation of Teachers shall be notified in writing whenever a change or a correction is made to the seniority list.

F. Same Date of Paid Service in a Probationary or Contract Position
Every contract or regular employee who first rendered paid
service on the same date in a probationary or contract position shall participate in a single drawing to determine the order of employment.

1. A drawing shall take place at the District administration Office.

2. The President and Secretary of the Peralta Federation of Teachers will be notified of the drawing to take place along with affected employees.

3. Employees who cannot be present or who refuse to participate in the drawing will not be omitted. The employees will be given the opportunity to designate a representative to act in his/her place. This proxy shall be in writing and provided to the Office of Employee Relations prior to the drawing.

4. The "drawing date" shall be mutually agreed upon with the President of the Peralta Federation of Teachers.

5. Each person will draw twice.
   a. The first drawing will be according to alphabetical order and will determine the order of drawing for seniority.
   b. The second drawing will determine actual seniority placement.

6. Whenever the District discovers that an employee has been given an incorrect first date of rendered paid service in a probationary or contract position or whenever it is ordered by a court to change an employee's first date of rendered paid service in a probationary or contract position, it shall make the appropriate corrections. If the correction results in the employee having a first date of rendered paid service in a probationary or contract position, the same as one or more employees, the employee's seniority ranking within this group of employees shall be determined as follows:
   a. The first drawing will be according to alphabetical order and will determine the order of drawing for seniority.
   b. The second drawing will determine actual seniority placement.
   c. The total number of slips for the drawing shall be the total number of employees with the same first date of rendered paid service in a probationary or contract position, including those employee(s) to be added to the sequence.
d. The number drawn shall rank the added employee in the group following the employee's name with the same number of the sequence for that first date of rendered paid service in a probationary or contract position.

(Example: When #2 is drawn, the employee shall be placed after the second employee's name on the seniority list with the same first date of rendered paid service in a probationary or contract position.)

7. Any determination of an employee's order of employment pursuant to "breaking ties" shall be made within 30 days of the date service was first rendered by the employee or 30 days from the receipt of a judicial order compelling the District to comply.

ARTICLE 26

COMPETENCY FOR VOCATIONAL COURSES

A. Certificated employees subject to layoff in the event of a reduction in force shall be terminated in the inverse order of which they were employed as determined by the Board according to law.

B. In the event of reduction in force proceedings, the Board shall reassign regular certificated employees in such a manner that they shall be retained to render any service that their seniority and qualifications entitle them to render and that they are competent to render. Furthermore, no regular employee shall be terminated while any contract employee or any other employee with less seniority is retained to render a service which the regular employee is certificated and competent to render.

C. For the purpose of this article only, a certificated instructor shall be considered to be competent to render a service in the vocational subject area (see list) if the following conditions are met:

1. Holds a valid California credential specifying qualifications to render such a service; and fulfills at least one of the following:

   a. Has had previous Peralta Community College District employment in teaching the major courses of the vocational subject matter area (specified in attachment hereto) for at least one full school year out of the last five school years.

   b. Has had previous satisfactory employment in teaching the major courses in the subject matter area (specified in attachment hereto) in another community
college district for at least one school year in the last five school years.

c. Has a minimum of seven years previous full-time experience in the occupation listed as a vocational subject matter area (as specified in attachment) including one year of experience in the last five years.

2. "Major Courses" as used in (a) and (b) herein refers to major as used in college catalogs.

3. Consideration of competency subject to sub-paragraphs la, b, and/or c, above, requires the following action by employee:

a. Submit written verification acceptable to the District on original letterhead paper of institution and/or other employer for inclusion as part of official personnel file. Self-employment requires a notarized statement. Documentation must specify the subject matter area being requested for consideration.

b. January 5th of the year in which an employee requests the District to consider competency is the final date for filing all documentation with the District Personnel Office, with a copy to the Office of Employee Relations.

4. The PFT, by affixing its signature hereto, agrees not to initiate litigation against the District challenging any or all of the provisions set forth in this agreement.

5. If any provision of this article is held invalid and/or not applicable or in violation of the California Education Code, the entire article shall be considered null and void and non-binding on the parties.

6. Duration - this Article shall be effective only until June 1986.

SUBJECT MATTER AREAS COVERED BY THIS ARTICLE

A. Subject matter areas covered by this article are limited to and are listed below. Additions and/or deletions to this list may be made only if negotiated between the PFT and the District. If additions and/or deletions are requested by either party, such negotiations must take place during the October and November of the year.

Air Conditioning
Architecture and Engineering

Iron Working
Lathing
Machine Technology
A. Leave of Absence
The certificated employee may be granted a leave of absence for a period equivalent to two successive semesters or three successive quarters, exclusive of summer session. Upon return from such authorized leave, of up to one year, the employee shall be reinstated into the position occupied at the time of the granting of such authorized leave. Leaves may be extended upon request for a maximum of two years.

B. Effect of Leaves on Faculty Status
1. Faculty members on paid leave shall be granted credit for regular service for the purpose of advancement on the salary schedule. Except as otherwise provided in this Agreement, faculty members on approved leave without pay shall be granted the opportunity of continuing benefits available to other faculty members on a self-pay basis if allowed by the insurer.

2. Faculty members who avail themselves of unpaid leave in this section may be allowed advancement on the salary schedule. Faculty members requesting advancement under this section shall submit such request to the Vice Chancellor of Educational Services or his/her designee no later than August 15, and advancement if granted, shall occur the following academic year. Denial of such advancement shall not be subject to the grievance
C. **Reinstatement**

Upon return to service, a unit member shall be reinstated in the position held at the time leave was granted or in a comparable position.

D. **Sick Leave**

1. Full-Time faculty members shall earn ten (10) days of sick leave for each contract year, to be credited at the first day of the fall semester or quarter of each academic year.

2. Less than full-time faculty members shall earn sick leave computed in the ratio that this assignment bears to a full load.

Part-time hourly instructors shall have sick leave computed as follows:

Sick leave for each term is equal to total number of equated hours assigned divided by 15 equated hours times 5 months (if semester) and 15 equated hours times 3.3 months (if quarter).

Example: 5.2 equated hours divided by 15 equated hours times 5 months = 1.7 sick days.

3. Unused portions of sick leave days shall be cumulative on a year-to-year basis, indefinitely, without limit.

4. Sick leave shall be available to each contract or regular faculty member from the first day the member reports for work in each contract period.

5. The District shall provide each faculty member once a year, upon request, a written statement of the accrued sick leave benefits to which entitled. Such statement shall be provided no later than October 1st of each academic year.

6. Any employee who is on paid status while on sick leave, or other paid leave shall continue to earn all employee sick leave benefits to which entitled. An employee who is on leave of absence without pay shall retain all accumulated sick leave benefits but shall not accrue any additional sick leave benefits during such periods of absence.

7. Sick leave credit received by transfer from the previous employer of a new employee shall be accepted pursuant to the provisions and limitations provided in the Education Code.

8. It shall be the responsibility of the employee to notify the Director of Personnel's Office, in writing, of the
name and address of the District by whom he/she was employed and request credit for the accumulated leave of absence for illness or injury to which he/she is, or was, entitled at the time of separation.

9. Any person utilizing sick leave benefits under provisions of the Article may be required to provide the District with a signed "Certificate of Illness" and, if absent more than five (5) consecutive duty days, may be required to provide the college, upon return, with a statement from a physician verifying the illness or injury, and verifying the employee's fitness to return to duty.

10. After all sick leave is exhausted, when a person employed in a position requiring certification qualifications is absent from his/her duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a temporary employee employed to fill his/her position during his/her absence or, if no temporary employee was employed, the amount which would have been paid to the temporary employee had he/she been employed.

11. All sick leave rights or accumulations shall be cancelled when an employee terminates employment with the District. Accumulated sick leave shall be transferred to a subsequent employing District, upon written request pursuant to the provisions of the Education Code.

12. Except in cases of emergency, the employee shall notify the college designated office prior to scheduled duty time on the workday in order to qualify for payment of accrued sick leave.

E. Bereavement Leave

1. Members shall be granted, without loss of salary, or other benefits, leave of absence not to exceed three (3) working days (five working days if over 200 miles travel is required) per occurrence on account of death of any member of the member's immediate family.

2. "Member of the immediate family," as used in this section means the mother, father, grandmother, grandfather, or grandchild of the member or of the member's spouse, and the spouse son, son-in-law, daughter, daughter-in-law, stepchild, brother and sister of the employee or any person living in the immediate household of the member.

3. Any person utilizing bereavement leave under this Article shall notify the designated college office in advance of taking the leave, and may be requested to provide the college, upon request, with a verification of absence.
F. **Personal Emergency Leave**
A certificated employee shall be entitled to a maximum of seven (7) days leave of absence in any school year, at his/her election, without loss of pay, in case of personal emergency. Such leaves shall be deducted from the employee's accumulated sick leave.

G. **Industrial Accident and Illness Leave**
1. A certificated employee (except temporary and substitute employees) absent from duty because of illness or injury resulting from an accident or condition incurred on duty which qualifies under industrial accident insurance shall be granted an industrial disability leave for each such accident. The number of days for such allowable leave or leaves shall be for not less than sixty working days in any one academic year.

2. Industrial disability leave shall be granted from first day of disability.

3. Only absences which are supported by a doctor's certificate and have been verified by the District's industrial insurance carrier to be the result of a duty connected injury or illness can be paid under industrial disability leave.

Any absence that cannot be so verified shall be charged against the employee's sick leave or other appropriate leaves.

4. Should the employee's absence due to an industrial injury or illness extend beyond sixty days, the employee shall be permitted to use accrued sick leave until temporary disability payments cease, until he/she returns to duty, or until sick leave accrual has been used up, however, in no case to exceed a total of five school months.

5. During any period an employee is receiving his/her regular salary from the District, he/she is required to endorse over to the District all temporary disability payments received from the District's industrial insurance carrier in accordance with Section 87787 of Education Code. Charges to the employee's sick leave balance shall be as follows:

   a. Industrial disability leave shall be reduced by one day for each day of authorized absence regardless of temporary disability payments paid by the District's industrial insurance carrier.

   b. Sick leave shall be reduced only by the amount necessary to provide a full day's wage or salary when added to temporary disability benefits.
6. Any employee who is absent because of a work incurred illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed his/her full salary during the period of his/her absence.

7. Any employee receiving industrial disability leave benefits must remain within the State of California unless the Board of Trustees authorizes travel outside the state.

8. When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused industrial accident or illness leave due him/her for the same illness or injury.

H. Maternity Leave
Maternity leave shall be granted to regular and contract faculty members subject to the provisions of the sick leave article of this Agreement for illness due to pregnancy; false pregnancy; termination of pregnancy; childbirth, or recovery therefrom.

I. Quarantine Leave
Faculty members shall receive salary in full when quarantined by city or county health officials because of another's illness. If the member is not ill no deduction will be made from his/her sick leave.

J. Jury Duty
1. A member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.

2. When regularly called for jury duty in the manner provided by law, members shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty during the employee's regularly assigned working hours.

3. Request for jury service leave should be made by presenting, within two (2) working days of receipt and in advance of the absence, the official court summons to jury service to the employee's first level manage.

4. Employees are required to return to work during any day in which jury duty services are not required.

5. The District may require verification of jury duty time prior to providing jury duty compensation.

K. Federation Leave
1. Two Federation representatives shall each have maximum a of seven (7) days of release time to be used for:
a. State and national conferences sponsored by AFT/CFT,
b. Participation in seminars and institutes sponsored by institutions of higher learning and/or governmental agencies or bodies,
c. Participation and/or attendance at meetings called by governmental agencies or bodies.

2. Persons eligible will be the President of the PFT and/or his/her designee.

3. The request of the above stipulated Federation leave shall be made at least two weeks prior to the event for which the leave is being requested. The request shall be submitted in writing to the first level manager.

L. Educational Leave, Authorization
1. A faculty member, upon request, may be granted a leave of absence for one year without pay for the purpose of educational improvement. The District, upon request by the faculty member, may extend or renew his/her educational leave for one (1) additional year.

2. Faculty members on approved educational leave without pay shall be covered by the District for medical, dental, life and disability only.

M. Research/Work Experience Leave
1. Any faculty member who is awarded a research grant may be granted, upon written request, a leave of absence without pay for a period not to exceed two semesters or three quarters, however, in no case less than one semester, one quarter, or the period of the grant. Any faculty member may be granted on request a research or work experience leave without pay when such leave is beneficial to the faculty member and the District.

2. Faculty members on approved research/work experience leave without pay shall be covered by the District for medical, dental, life and disability only.

3. The District, upon request of the faculty member, may extend his/her leave for one (1) additional year.

N. Long-term Personal Necessity Leave
1. Any faculty member shall, with eight (8) weeks advance notice, be granted a leave of absence without pay for personal reasons. The leave shall be granted for no less than one semester or quarter, with the provision that such leave shall not extend beyond the end of the academic year in which the leave is granted.

2. Leaves of absence shall not be granted for the purpose of
accepting employment elsewhere. Acceptance of employment elsewhere while on leave shall unless otherwise provided for herein, be considered as resignation from the Peralta Community College District.

3. If the need for long-term personal necessity leave is no longer valid, the certificated employee must request reemployment by the District. If reemployment is not offered, the provisions of the immediately preceding paragraph shall be waived for the remainder of the semester/quarter.

4. The District, upon eight (8) weeks advance notice request by the faculty member, may extend or renew his/her long-term personal necessity leave for one additional year.

5. The eight-week (8) advance notice stipulated above shall be waived in the event of documented protracted illness of a family member as defined in this Agreement.

6. Faculty members on approved long-term personal necessity leave without pay shall be covered by the District for medical, dental, life and disability only.

7. Failure of a faculty member to return from authorized leaves shall constitute resignation of the faculty member from employment with the District.

O. Legislative Leave
A faculty member who is elected to the State Legislature or Congress shall be entitled to an unpaid leave of absence for the length of the term or terms of office, not to exceed six (6) years.

a. the faculty member on such leave shall notify the District of an intended return at least four (4) weeks in advance.

b. the faculty member on such leave shall be entitled to return to employment at the end of the leave.

P. Military Leave
An employee shall be granted military leave in accordance with the provisions of the State of California Education Code and of the Military and Veterans Code. Request for military leave shall be submitted in writing, accompanied by military leave orders, two weeks prior to the leave starting date, except in the case of state or national emergency.

Q. Exchange Leave
The Board of Trustees may grant exchange leave to faculty members in accordance with the provisions of Education Code Sections 87422, 87423, and 87424.
R. Professional Development

1. Criteria

Professional Development leaves may be granted to full-time unit members for the purpose of carrying out an approved program which will benefit the District, the students and the instructor. It is understood that Professional Development leave is not granted as a reward for work already performed, but rather as a means of preparing for improved service in the future.

2. Requirements

All provisions pertaining to Professional Development leaves will conform to statutory requirements.

3. Eligibility

Unit members shall be eligible for one year of Professional Development leave after six years of full-time service to the District. Said unit members shall be eligible thereafter for one year of Professional Development leave upon the completion of each additional six years of full-time service to the District. Paid medical leaves totalling not more than one academic year shall not be considered as a break in service for the purpose of Professional Development leave; and such paid medical leave shall be included as service in computing Professional Development leave eligibility.

4. Application

Applications for Professional Development leave shall be on forms provided by the District and must be filed by November 1 of the year preceding the fiscal year for which the Professional Development is to become effective. A preliminary plan for the Professional Development period shall be submitted to the Professional Development Leave Committee by the applicant for evaluation. Professional Development grants shall be recommended to the Chancellor and Board of Trustees by the Committee.

5. Committee Membership

a. The Professional Development Committee shall be established at each college consisting of three administrators designated by the College President, and three faculty, one appointed by PFT, one by the college Academic Senate and one by mutual agreement of both Senate and PFT. The committee shall select the chair of the committee. Every two years, one member from the faculty and one member from the administration shall be replaced.
b. All members shall have equal weight in all respects, and a chairman, whose function is nominal, is selected by the Committee as a whole at the beginning of each academic year.

c. No member shall serve for more than four years.

d. One new member shall be appointed each year. If a vacancy does not occur through normal attrition or through a self-disqualification by a member who intends to apply for a Professional Development leave the senior member will resign. If two or more members are of equal seniority, some chance method, such as the drawing of straws, will be used to select the member who will resign.

e. Professional Development Committee recommendations shall not be subject to the grievance procedure.

f. The Committee shall work closely with the Vice Chancellor and provide regular reports on the attainment of committee goals and the expenditure of funds. The Vice Chancellor's concurrence shall be necessary for Professional Development Retraining and Program Development Leaves.

g. The Committee shall also issue annual reports to the college faculty and administration on the attainment of goals and rationale for expenditures of funds.

6. **Criteria for Evaluating Proposals**

a. Objectives of the proposal.

b. Likelihood the objectives will be achieved.

c. Evidence of pre-planning, acceptance, permits, documents, if possible.

d. How the project will benefit the college/district.
   1. How many and which people will be affected.
   2. How many disciplines will be affected.

e. Correlation of time asked for and the project.

f. Seniority and quality of project will be weighted 50/50.

7. **Salary Rate**

a. Professional Development leaves may be arranged for one (1) year with a grant equal to 66 2.3% of the annual year's salary, or for one (1) semester with a
grant of 100% or one-half year's salary to be effective for those applicants chose for sabbaticals. (Two quarters will also be paid at 100%)

b. The salary rate for an employee on Professional Development leave shall be reduced by the amount that his/her earnings he/she not been on sabbatical leave.

8. **Salary Base**

While on Professional Development leave, the salary the unit member would have received if he/she had been in regular service shall be the basis for computing his/her compensation. Salary for Professional Development leave shall be paid in the same manner as that paid during regular service.

9. **Credit on Salary Schedule and Benefits**

Professional Development leave shall count for salary increment and for retirement benefits.

10. **Service Obligation**

Receiptents shall contract to serve the District for two (2) years after completion of a Professional Development leave. The grantee shall indemnify the District against loss in event of failure to render two (2) years service after return from Professional Development by furnishing suitable bond, or by executing a contract in form approved by the Board of Trustees binding the employee to return for at least two (2) years.

11. **Illness - Injury - Death**

In case of injury to, or illness of the unit member during the Professional Development leave which prevents his/her completing the purpose of the leave, the Professional Development leave will be terminated and all provisions for sick leave shall apply. If death prevents the unit member from fulfilling his/her agreement to return to service in the District, no repayment of salary shall be required of his/her estate. Upon return to service and prior to completion of two obligatory years of service, illness or injury, qualifying unit members for disability retirement shall exempt him/her from further obligations relative to the Professional Development leave.

12. **Professional Development Report**

Unit members returning from Professional Development leave shall be required to submit to the Chancellor in writing, two copies of a report describing in detail the learning activities that took place during the
Professional Development leave, and the concomitant benefits accrued to him/her and to the District. College or university course work taken as part of the Professional Development program of activities shall also be described via such a report. Upon agreement of individuals involved, a copy of the report shall be filed in the college library. Where appropriate, an oral presentation is encouraged to faculty, students and community.

S. Retraining Leave

1. Purpose of Retraining Leave

The purpose of a retraining leave is to provide the opportunity of retraining for current contract regular faculty members currently teaching in an area of low viability who wish to train in another area and thereby earn that credential.

The faculty member receiving such a retraining leave will be required to enroll in an accredited four-year college or university or other specific program acceptable to the District, which will qualify the individual for a community college credential to teach in the authorized subject matter area approved by the District.

The faculty member must have been employed by the District as a contract employee for at least four years prior to application for retraining leave.

2. Number of Retraining Leave Guaranteed Per Year

District will guarantee up to 4.0 FTE over a two-year period in retraining leaves for qualified contract faculty in the District.

3. Return to Service

Upon return to service following a retraining leave, the District shall make every effort to assign the faculty member to a teaching position in the new area of certification.

4. Application

Application for retraining leave shall be on forms provided by the District and must be filed by December 1 or June 1 of the term preceding the academic year for which the leave is to become effective. Evidence of application to an educational or retraining program acceptable to the District must accompany the application for leave.

A certificated employee may apply for retraining leave provided the faculty member has not taken any other paid
professional development leave during the three years preceding application for retraining leave.

5. Committee Membership

1. The Professional Staff Development shall be established at each college consisting of three administrators designated by the College President, and three faculty, one appointed by PFT, one by the college Academic Senate and one by mutual agreement of both Senate and PFT. The committee shall select the chair of the committee. Every two years, one member from the faculty and one member from the administration shall be replaced.

2. The Committee shall work closely with the Vice Chancellor and provide regular reports on the attainment of committee goals and the expenditure of funds. The Vice Chancellor's concurrence shall be necessary for Professional Staff Development Retraining and Program Development Leaves.

3. The Committee shall also issue annual reports to the college faculty and administration on the attainment of goals and rationale for expenditures of funds.

4. All members shall have equal weight. The chairperson shall be selected by the Committee as a whole at the beginning of the academic year.

5. Any Committee member applying for a retraining leave shall resign from the Committee. One new faculty and one new administrative member shall be appointed each year. If a vacancy does not occur through normal attrition, the senior member will be replaced.

6. Criteria for Acceptance of Leave Application

(a) Likelihood that certification will be achieved in no more than four consecutive semesters.

(b) Evidence that faculty member has been accepted in an education/retraining program acceptable to the District.

(c) Evidence that faculty member with new certificate can fulfill assignments in teaching areas needing additional staff.

7. Salary Rate

Retraining leave pay will be based on 60% of the approved leave portion of the employee's regular contract.

EXAMPLE: If an employee's regular contract is 1.0 and approved retraining leave is .50, computation of pay is
as follows: .50 at regular contract rate of pay; .50 at 60% of regular contract rate of pay.

In the case of a faculty member who retrained within a program or agency conducted by a private business enterprise or other non-academic agency acceptable to the District, the District shall pay the difference between his/her Peralta salary and the salary of the non-academic institution not to exceed 60% salary. Pursuant to STRS regulations, faculty members will not be eligible for full-time (1.0) service credits.

While on retraining leave, the certificated faculty member shall not be assigned an extra service assignment.

8. **Salary Base**

Salary percentage for retraining leave shall be paid in the same manner as that paid during regular service.

9. **Credit on Salary Schedule and Benefits**

Four-year college or university units only, earned while on retraining leave, shall count toward advancement on the salary schedule upon receipt of the official transcripts from an accredited institution.

October 15 of each year is the final date for submission of official transcripts for payments in the same academic year is applicable.

10. **Service Obligation**

Receipts shall contract to serve the District for a period equal to twice the length of the leave after completion of a retraining leave. The grantee shall indemnify the District against loss in the event of failure to render such a period of service after return from retraining leave by furnishing suitable bond, or by executing a contract in the form approved by the Board of trustees binding the faculty member to return for at least the above period.

11. **Procedural violations only of this article shall be subject to the grievance procedure.**

12. **Faculty Revitalization**

**Goal**

Both parties are committed to the establishment of a series of programs which will enhance and promote professional development among Peralta faculty. Such programs should be coordinated with the Peralta Recovery Plan and the Peralta Educational Plan.
Funding

The District shall allocate $100,000 for 1988/89 and $120,000 for 1989/90. Colleges shall receive a pro-rated share based upon total faculty FTE per college. If state funds designated for faculty staff development become available during the term of this agreement, the District and the PFT shall negotiate the use of these funds. (see Sections R and S.5)

Governance

A Professional Development Committee shall be established at each college consisting of three administrators designated by the College President, and three faculty, one appointed by PFT, one by the college Academic Senate and one by mutual agreement of both Senate and PFT. The committee shall select the chair of the committee. Every two years, one member from the faculty and one member from the administration shall be replaced.

The Committee shall work closely with the Vice Chancellor and provide regular reports on the attainment of committee goals and the expenditure of funds. The Vice Chancellor's concurrence shall be necessary for Professional Staff Development Retraining and Program Development Leaves.

The Committee shall also issue annual reports to the college faculty and administration on the attainment of goals and rationale for expenditures of funds.

Priorities of the Committee

The Professional Development Committees must expend no more than one-third of funds in the following areas:

1. Professional Development Leaves;
2. Retraining Leaves.

The remaining amount of funds may be expended based upon priorities established by the Committee. These priorities may include but not be limited to:

- Travel funds to attend conferences or professional meetings;
- Return-to-industry or industry-educational exchanges;
- Grants for research or special projects;
- In-service days for professional development;
- Faculty Colloquia or Forums;
- Retreats - (intensive off-campus planning and work sessions);
- Visiting scholars or scholars-in-residence;
- Professional library or resource center;
Teaching specialist or consultant available to help plan instruction;  
Campus specialist to assist with media, technology or course development;  
Campus workshops, seminars or presentations on teaching/educational issues;  
Orientation or pre-service for new faculty;  
Micro-teaching (video taping and critique of teaching);  
New technology training/computer literacy;  
Recognition for excellence.

ARTICLE 28
REDUCTION TO PART-TIME EMPLOYMENT STATUS  
(Reduced Workload Program)

A. Program  
1. The Peralta Community College District provides this program in accordance with Section 87483 of the Education Code.

2. Individual agreements will be developed for participation in the program for a period not to exceed ten (10) years.

3. The period of such part-time employment shall not exceed ten (10) years.

4. Over the period of an employee's early retirement agreement, he/she will not be permitted to serve less than a .5 load or less than the equivalent of one-half (1/2) the number of days of service required by the employee's assignment during the final year of service in a full-time position. The percent of load and number of days to be served shall be specified in each individual agreement. "Extra Service" assignments will not be allowed for Early Retirees.

5. An individual agreement and program participation can only be revoked through the mutual consent of the employee and the District. Revocation shall be agreed to at least six (6) months prior to a return to full-time assignment.

B. Qualifications

To qualify for this program an employee must have met the following requirements prior to the reduction in service.

1. Ten (10) years of full-time certificated service in California of which the immediately preceding five (5) years were full-time in the Peralta Community College District.
2. During the period immediately preceding a request for a reduction in workload, the employee must have been employed full-time in a position requiring certification for a total of at least five (5) years without a break in service. Sabbaticals and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement.

3. The employee shall be fifty-five (55) years of age or over before the beginning of the term in which his reduced employment commences.

C. Application and Approval

1. Qualified, interested employees shall initiate this procedure by formal written request to the Board of Trustees, delivered to the college president.

2. Initial requests shall be received by the college president no later than February 1 for implementation in the following Fall semester or quarter, and no later than June 1 for implementation in the following Spring semester or quarter.

3. Individual agreements will be developed for each approved applicant.

4. The number of applications granted will be determined by the Board of Trustees.

5. A qualified employee denied a reduced service agreement shall be given equal consideration with other applicants upon any subsequent application for reduced services.

D. Salary and Fringe Benefits

1. Compensation for participants shall be a pro-rated percentage of the salary the employee would have been earning had he/she not been approved to participate in this program but the employee shall retain all rights and benefits for which he/she makes payment that would be required if he/she remained in full-time employment.

2. The employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.

E. State Teachers' Retirement System

1. If both employee and the District make contributions to the State Teachers' Retirement System based on the compensation which would have been earned by the employee had he/she continued in full-time employment with the
District, the employee will receive the credit he/she would receive if he/she had been employed on a full-time basis.

2. The employee is subject to conformance with regulations established by the State Teachers' Retirement System.

ARTICLE 29

STUDENT ACCOUNTABILITY MODEL

A. Student Personnel Services Specialists assigned to counseling departments shall assist counselors in providing academic, vocational and student support services. The position shall not replace certificated credentialed counselors and will not replace the responsibilities of these counselors as delineated in the applicable Education Code Sections and Title V.

Student Personnel Services Specialists shall not provide counseling services as may be defined in the Education Code or Title V but may, however, provide information of a technical nature.

B. It is agreed by the parties hereto that the implementation of the Student Accountability Model (SAM) shall not violate any of the provisions of the current Peralta Federation of Teachers/PCCD collective bargaining agreement.

If either party feels that amendments to the collective bargaining agreement are required, either party may request negotiations, the purpose of which would be to amend the current collective bargaining agreement, and such negotiations shall commence within fifteen (15) working days of such request.

ARTICLE 30

RETIREMENT

A. Definition of "Full Retirement"
"Full Retirement" means withdrawal from active service with a retirement from the State Teachers' Retirement System (STRS). "Full Retirement" does not preclude employment by, with, or in the District.

B. Retirement Incentive Plan
The District provides all regular certificated employees who have reached the age of 55 and have five (5) years service in the District the following Retirement Incentive Program.
1. All certificated employees from age 55 to 65 who retire from regular contract service be guaranteed a maximum part-time service contract as allowed by STRS, or less if the employee desires, for each school year through age 69.

   a. After June 30, 1985, the program may be offered at the discretion of the District only.

2. All certificated employees retiring between age 55 to 65 be guaranteed the medical benefit program or its equivalent at the time of retirement, as maintained by the District for its certificated employees until the age at which the retiree will be eligible for the Federal medical aid program. At that time, the District will provide a standard wrap-around policy equivalent in coverage to that presently provided other retirees. This includes coverage for spouse and eligible dependents.

3. Upon death of retiree, surviving spouse shall have the option of buying into the District medical benefit program by the timely payments of premiums as stipulated by the District or by STRS deductions if applicable.

4. The above option shall also be applicable to dependent children to age 21 (or 23 if a full-time student (12 or more units)).

5. All certificated employees from age 55 to 65 who retire from regular contract service shall be maintained through age 65 on the District group life insurance policy now provided for employees through age 65.

6. The part-time salary for participants in this program shall be based on 100% of the placement of the participants on the salary schedule at the time of retirement.

C. Retirement Projects

1. The District and the faculty member shall establish a payment schedule for the project in advance of the start of the project.

2. The District shall not assign a faculty member to a project outside the county in which the faculty member worked during his/her years of service except by mutual agreement.

D. Retirement Plans - State Teachers' Retirement System

1. General Information

   a. Eligibility for retirement and retirement allowances are determined by the State Teachers' Retirement System (STRS).
b. Information requested by STRS in determination of retirement benefits that is not provided may result in a delay in benefits being paid. All certificated employees have the right to review their file maintained by STRS upon request and submission of proper identification.

c. Application for Retirement packets may be obtained from the Office of Personnel Operations at 333 East 8th Street, Oakland, California 94606.

d. It is the employee's responsibility to obtain, prepare, and mail the application forms to STRS in Sacramento.

e. Notification in writing of any name change or change of address should be made directly to the State Teachers' Retirement System, Post Office Box 15275-C, Sacramento, California 95851.

f. Correspondence to STRS should include your full name, address, social security number, and telephone number with area code.

2. Regular Service Retirement Plans

Certificated employees may retire from regular contract service at the age of 55 or older with at least 5 years of credited service.

3. Under Age 55 With 30 Years of Service Plan

Certificated employees may retire from regular contract service if they are age 50 but under the age of 55 with 30 years or more of credited service verified by the State Teachers' Retirement System. Any certificated employee who applies for retirement under this plan and who qualifies by STRS rules will receive District approval.

4. Early Retirement Limited Term Reduction Program Plan

Certificated employees may retire from regular contract service at the age of 55 but under age 60 with at least 5 years of credited service.

5. Fringe Benefits

a. All certificated employees retiring between age 55 to 65 with 5 years of full-time employment in the District will be guaranteed the medical benefit program or its equivalent at the time of retirement as maintained by the District for its certificated employees until age 65 at which time the retiree will be eligible for the Federal medical aid program. At
that time, the District will provide a standard wrap-around policy equivalent in coverage to that presently provided other retirees.

This includes coverage for spouse and eligible dependents. Upon the death of the retiree, surviving spouse shall have the option to buy into the District medical benefit program timely payment of premiums as stipulated by the District or by STRS deductions, if applicable.

The above option shall be available to dependent children to age 21 (or age 23, if a full-time student).

b. All certificated employees from age 55 to 65 who retire from regular contract service shall be maintained through age 65 on the District group life insurance policy now provided for employees through age 65.


a. All certificated employees from age 55 to 65 who retire from regular contract service be guaranteed the maximum part-time service contract as allowed by STRS, or less if the employee desires, for each school year.

(1) After June 30, 1985, this program may be offered at the discretion of the District only.

b. The salary rate shall be based on 100% of the placement of the participant on the salary schedule at the time of retirement.

ARTICLE 31

ACCELERATED INSTRUCTIONAL PROGRAM

A. During the term of this Agreement, and succeeding agreements, the number of certificated staff covered by this Agreement serving in the Accelerated Instructional Program shall not exceed 3% of the budgeted District FTE, plus an additional 1.5% for the purpose of entry level job training programs.

B. All provisions of this Agreement shall apply to certificated employees of the Accelerated Instructional Program (AIP) except as specified below:

1. AIP Assignment

   a. Certificated employees duties while assigned to the
AIP shall include but not be limited to:

(1) 32 hours per week, classroom contract,
(2) two hours per week preparation time, and
(3) one hour per week to be determined as office hours.

2. **AIP Academic Calendar**

The certificated employees of AIP shall maintain a contract year of 216 days per fiscal year (July 1 - June 30). The above instructors shall teach on the same academic calendar as other contract faculty during the regular academic year. Normally, the additional 40 days of instruction shall begin the day after the end of the academic year and end 40 days later.

3. **AIP Salary**

a. Certificated employees of the AIP shall be placed on the Certificated Salary Schedule pursuant to procedures (education and experience) outlined in the salary schedule.

b. AIP certificated employees shall be paid an additional 2.25% of their annual salary placement for each week worked in excess of the contracted days for full-time faculty members.

**COMPENSATION FORMULA EXAMPLE**

Annual Salary x 2.25% = Total  \(5 = \text{Daily Rate}\)

Daily Rate x Number of work days = Total amount to be paid in addition to Base Salary.

**ARTICLE 32**

**PART-TIME HOURLY INSTRUCTORS**

A. **Eligibility List**

The District shall establish, maintain and circulate each term a list of all temporary hourly instructors who are teaching in the district. The list shall circulate to all assistant, associate and deans of instruction at all the colleges.

The purpose of such a list is to inform the deans about the availability of part-time hourly instructors for assignments in colleges where they do not ordinarily teach.
The lists shall include:

1. Names, addresses and phone numbers of all hourly instructors who have been assigned to classes during the preceding two years;

2. A list of each instructor's credentials;

3. The date of initial hire in the District;

4. The current college in which the instructor is teaching;

5. A list of what courses each instructor has taught during the preceding two years.

The District shall mail a copy of the eligibility list to the PFT each term.

**Part-Time Hourly Faculty**

**B. Full-Time Contract Positions**

1. The District agrees that part-time temporary certificated instructors shall be given a guaranteed right to an interview for any advertised regular certificated position if that position is in the specific discipline in which the faculty member is currently teaching and for which the part-time instructor is making application. The instructor must notify the Director of Personnel in writing no later than the closing date posted on the specific announcement.

2. All hourly faculty who have received satisfactory evaluations and have been employed in the District for five years or more shall receive a total of five per cent of total number of points in the selection ranking by the college selection committee.

**C. LETTERS OF ASSIGNMENT**

1. The District, whenever possible, shall issue letters of assignment to part-time faculty by June 30 for the Fall term and December 1 for the Spring term. The letter shall specify the course, the number of hours the class meets, the location and time.

2. Whenever possible, the District or the College shall issue letters for one year assignments. Disciplines where one year assignments are most likely to occur include but are not limited to:

   1. Mathematics
   2. CIS classes
   3. Business
4. English
5. P. E.

This list will be reviewed and/or revised on an annual basis by the Vice Chancellor of Educational Services. The revised list shall be forwarded to the PFT within ten (10) working days, when the Vice Chancellor has completed the list.

3. The issuance of such letters of assignment shall not preclude the District's right of assignment of underload contract faculty to classes currently taught by or assigned to non-contract faculty members or the right to cancel classes when deemed appropriate.

ARTICLE 33
SUMMER SESSION AGREEMENT

*A. Selection of Faculty

Summer session faculty shall be selected by the College President of each campus on the following priority basis:

1. Contract or regular certificated employees who were not employed during the preceding summer session;

2. Contract or regular certificated employees who were employed during the preceding summer session;

3. Individuals who were employed as part-time temporary certificated employees during the preceding academic year and during the preceding summer session;

4. Individuals who were employed as part-time temporary certificated employees during the preceding academic year but not during the preceding summer session; and

5. All others.

6. If a faculty member is not selected in the above order, the College President, upon request of the faculty member, shall provide a written statement to the person explaining the reason(s) for his or her nonselection.

7. As of June 1, 1989 the summer session contract will fold into the regular contract and the summer session compensation for the summer of 1989 will be the pro rata schedule of payment in effect at that time.

*Summer session faculty may be offered more than one course during a summer session.

*The rotation provision will go into effect in the summer of 1989.
ARTICLE 34

TERM OF AGREEMENT

The PFT and the District mutually agree this Agreement will cover the period July 1, 1988 through June 30, 1991.
PERALTA FEDERATION OF TEACHERS/PERALTA COMMUNITY COLLEGE DISTRICT
FACULTY GRIEVANCE FORM

1. Name of Grievant________________________College__________
   Dept./Division____________________Immediate Supervisor_____
   Grievant's Address________________________Zip__________
   Work Phone________________________Home Phone__________

2. Article Grieved________Section____Paragraph________
   Date of Violation____________Date Filed____________

3. Statement of Grievance (use additional separate sheet if necessary) Note: All grievances pertaining to District Office problems and procedures such as: salary placement; payment of salary; fringe benefits; sick leave accrual; credentialing; personnel files; seniority; retirement, shall go directly to Step 2.

4. Relief, Remedy Action Sought (use additional sheet if necessary)

Grievant's Signature

______________________________
Date Signed____________________

A1
Step 1.

Immediate Supervisor/First Line Manager Response (NOTE: This response due within 10 days of filing.)

Signature_________________________________ Date________________

Step 2.

In the event the grievant is not satisfied with the decision at Step 1, he/she must appeal the decision to the college president and the Board Agent within ten (10) working days.

Date Grievant filed at Step 2_____________________

College President's and Board Agent's Response: (Due within 10 working days of filing)

Signature_________________________________ Date________________

Step 3.

If the grievant or the PFT is not satisfied with the decision at Step 2 the PFT, with the concurrence of the District, may appeal the decision to the Center for Dispute Resolution in Santa Monica to resolve the issue. Such resolution shall be submitted to the Board of Trustees.

Step 4.

If the Peralta Federation of Teachers wishes to appeal the decision rendered at Step 2 to arbitration, such notices of appeal must be submitted to the Board Agent within 10 working days of receipt of the decision from the Board Agent (Step 2).

Appeal to Arbitration is hereby made.

Signed_____________________

Date_____________________

Arbitrator's Decision (see attached)

Date_____________________

(8/88)
Retirement Medical Benefit
(Certificated/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 District medical benefit provision or its equivalent. I understand this benefit consists of payment by the District of medical insurance premiums for either Kaiser or Blue Cross health care coverage at the level of my permanent employment at the time of retirement (Employee Percentage)

B. I also understand that to receive this benefit, I must be enrolled at the time of retirement in Kaiser or Blue Cross. I understand that if I am not enrolled in Kaiser or Blue Cross at the time of retirement, I will not be entitled to this benefit after the effective date of my retirement. I also understand that prior to my retirement I may enroll in Kaiser or Blue Cross, subject to enrollment and eligibility requirements of Kaiser and Blue Cross.

C. I understand that I may voluntarily agree not to receive these post-retirement medical benefits.

(Check One)
_____ (1) I hereby elect to receive lifetime health care benefits upon my retirement.
_____ (2) I voluntarily agree to waive post-retirement medical benefits. I understand that my waiver of these benefits is voluntary. In waiving these benefits I recognize that in the future I might need health care benefits but I nevertheless elect to waive this benefit of my own free will.

(Check One)

D. _____ (1) I hereby elect to receive lifetime health care benefits upon retirement.
_____ (2) I am currently enrolled in Kaiser (_____) or Blue Cross (______).
_____ (3) I hereby apply for inclusion in Kaiser (_____) Blue Cross (______).

Certificated Employee _________ Classified Employee ________

Signature ________________________________________________________________________________________
Date __________________________

A3 74
Appendix

Consolidated Summer Session 1988

June 20 21 22 23 24
27 28 29 30

July 1
4 5 6 7 8
11 12 13 14 15
18 19 20 21 22
25 26 27 28 29 (end)

- 29 days + holiday -

June 20 - Summer Session Begins (six-weeks session)
July 8 - First three-week session (COA)
June 24 - Last day to add classes
July 1 - Last day to drop full-term credit classes without a "W"

July 4 - Holiday Observance - Independence Day
July 11-29 - Second three-week session (COA)
July 21 - Last day to drop classes with a "W" grade
July 29 - Last day of Summer Session, all grades due in A&R office by 4 p.m.

The Peralta/Oakland Public Schools Summer Session shall begin on Monday, June 27 and end on August 5.

The Summer Session for Feather River College begins the first day following the end of the Spring Semester and extends to the last day prior to the Fall Semester.
PERALTA COMMUNITY COLLEGE DISTRICT

QUARTER SYSTEM CALENDAR - 1988-89
COLLEGE OF ALAMEDA

FALL QUARTER 1988 - (62 DAYS)

September 12........M........ Facultv Orientation/Division Meetings
September 13........T........ Day and Evening Instruction Begins
September 17........S........ Saturday Classes Begin
September 24........S........ Last Day to Add Classes
September 26........M........ First Census Day - Instructors
                                Verify Enrollment in Each Class
October 7........F........ Last Day for Fall Quarter Candidates
                                to File Graduation Petitions for AA
                                or AS Degree
October 8........S........ Last Day to Drop Full-Term Credit
                                Classes Without "W" appearing on
                                transcript
October 31........M........ Second Census Day - Instructors
                                Verify Enrollment in Each Class
November 10........Th........ Last Day to Withdraw and Receive a
                                Grade of "W"
November 11........F........ Veterans Day - Holiday Observance
November 12........S........ Saturday Classes Do Not Meet
November 24-25........Th-F........ Thanksgiving Holiday Observance
November 26........S........ Saturday Classes Do Not Meet
December 3........S........ Saturday Classes End
December 6-9........T-F........ Final Examinations
December 9........F........ Fall Quarter Ends
December 9........F........ All Grade Rosters Due in Admissions &
                                Records Office by 4 p.m.

Fall Quarter - Saturday classes do not meet November 12 and
November 28.
Saturday classes end December 3.
WINTER QUARTER 1989 - (57 DAYS)

January 3......T........ Day and Evening Instruction Begins
January 7......S........ Saturday Classes Begin
January 14.....S.......... Last Day to Add Classes
January 16.....M......... Martin Luther King's Birthday - Holiday Observance
January 17.....T......... First Census Day - Instructors Verify Enrollment in Each Class
January 27.....F......... Last Day for Winter Quarter Candidates to File Graduation Petitions for AA or AS Degree
January 28.....S......... Last Day to Drop Full-Term Credit Classes Without "W" appearing on transcript
February 13.....M....... Second Census Day - Instructors Verify Enrollment in Each Class
February 10.....F....... Lincoln's Birthday - Holiday Observance
February 20.....M....... Washington's Birthday - Holiday Observance
March 4.......S......... Last Day to Withdraw and Receive a Grade of "W"
March 25.......S......... Saturday Classes End
March 22-27......W-M..... Final Examinations
March 27.........M........ Winter Quarter Ends
March 27.........M........ All Grade Rosters Due in Admissions and Records Office by 4 p.m.

Winter Quarter - Saturday classes end March 25.
**SPRING QUARTER 1989 (57 DAYS)**

<table>
<thead>
<tr>
<th>Date</th>
<th>Day</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 29</td>
<td>W</td>
<td>Day and Evening Instruction Begins</td>
</tr>
<tr>
<td>April 1</td>
<td>S</td>
<td>Saturday Classes Begin</td>
</tr>
<tr>
<td>April 8</td>
<td>S</td>
<td>Last Day to ADD Classes</td>
</tr>
<tr>
<td>April 10</td>
<td>M</td>
<td>First Census Day - Instructors Verify Enrollment in Each Class</td>
</tr>
<tr>
<td>April 21</td>
<td>F</td>
<td>Last Day for Spring Quarter Candidates to File Graduation Petitions for AA or AS Degree</td>
</tr>
<tr>
<td>April 22</td>
<td>S</td>
<td>Last Day to Drop Full-Term Credit Classes Without &quot;W&quot; appearing on transcript</td>
</tr>
<tr>
<td>May 8</td>
<td>M</td>
<td>Second Census Day - Instructors Verify Enrollment in Each Class</td>
</tr>
<tr>
<td>May 19</td>
<td>F</td>
<td>Malcolm X's Birthday - Holiday Observance</td>
</tr>
<tr>
<td>May 26</td>
<td>F</td>
<td>Last Day to Withdraw and Receive a Grade of &quot;W&quot;</td>
</tr>
<tr>
<td>May 27</td>
<td>S</td>
<td>Saturday Classes Do Not Meet</td>
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<td>May 29</td>
<td>M</td>
<td>Memorial Day - Holiday Observance</td>
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<td>June 17</td>
<td>S</td>
<td>Saturday Classes End</td>
</tr>
<tr>
<td>June 14-19</td>
<td>W-M</td>
<td>Final Examinations</td>
</tr>
<tr>
<td>June 19</td>
<td>M</td>
<td>Spring Quarter Ends</td>
</tr>
<tr>
<td>June 19</td>
<td>M</td>
<td>All Grade Rosters Due in Admissions &amp; Records Office by 4 p.m.</td>
</tr>
</tbody>
</table>

*Spring Quarter - Saturday classes do not meet on May 27. Saturday classes end June 17.*
### Appendix

**PERALTA COMMUNITY COLLEGE DISTRICT**

**1988-89 CALENDAR FOR**

**LANEY, MERRITT, AND VISTA**

**TOTAL CALENDAR DAYS: 176**

#### FALL SEMESTER 1988 - (89 DAYS)

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>September 5</td>
<td>Labor Day - Holiday Observance</td>
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<tr>
<td>September 6</td>
<td>Faculty Orientation/Division Meetings</td>
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<tr>
<td>September 7</td>
<td>Day and Evening Instruction Begins</td>
</tr>
<tr>
<td>September 10</td>
<td>Saturday Classes Begin</td>
</tr>
<tr>
<td>September 17</td>
<td>Last Day to Add Classes</td>
</tr>
<tr>
<td>September 26</td>
<td>First Census Day - Instructors Verify Enrollment in Each Class</td>
</tr>
<tr>
<td>October 1</td>
<td>Last Day to Drop Full-Term Credit Classes Without &quot;W&quot; appearing on transcript</td>
</tr>
<tr>
<td>November 4</td>
<td>Last Day for Fall Semester Candidates to File Graduation Petitions for AA or As Degree</td>
</tr>
<tr>
<td>November 11</td>
<td>Veteran's Day - Holiday Observance</td>
</tr>
<tr>
<td>November 12</td>
<td>Saturday Classes Do Not Meet</td>
</tr>
<tr>
<td>November 14</td>
<td>Second Census Day - Instructors Verify Enrollment in Each Class</td>
</tr>
<tr>
<td>November 24-25</td>
<td>Thanksgiving Holiday Observance</td>
</tr>
<tr>
<td>November 26</td>
<td>Saturday Classes Do Not Meet</td>
</tr>
<tr>
<td>December 10</td>
<td>Last Day to Withdraw and Receive a Grade of &quot;W&quot;</td>
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<tr>
<td>December 17-23</td>
<td>Christmas Recess</td>
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<tr>
<td>January 2</td>
<td>Christmas Recess</td>
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<tr>
<td>January 3</td>
<td>Classes Resume</td>
</tr>
<tr>
<td>January 16</td>
<td>Martin Luther King's Birthday - Holiday Observance</td>
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<tr>
<td>January 21</td>
<td>Saturday Classes End</td>
</tr>
<tr>
<td>January 23-27</td>
<td>Final Examinations</td>
</tr>
<tr>
<td>January 27</td>
<td>Fall Semester Ends</td>
</tr>
<tr>
<td>January 27</td>
<td>All Grade Rosters Due in Admissions &amp; Records Office by 4 p.m.</td>
</tr>
</tbody>
</table>

Saturday classes begin September 10 and meet every Saturday except November 12 and November 26. Saturday Classes end on January 21.
Appendix

PERALTA COMMUNITY COLLEGE DISTRICT

1988-89 CALENDAR FOR
LANEY, MERRITT, AND VISTA

SPRING SEMESTER 1989 - (87 DAYS)

February 1.........W.......... Day and Evening Instruction Begins
February 4.........S.......... Saturday Classes Begin
February 11.......S.......... Last Day to Add Classes
February 10.......F.......... Lincoln's Birthday - Holiday
                        Observance
February 20.......M.......... Washington's Birthday - Holiday
                        Observance
February 21.......T.......... First Census Day - Instructors Verify
                        Enrollment in Each Class
February 25.......S.......... Last Day to Drop Full-Term Credit
                        Classes Without "W" appearing on
                        transcript
March 18-26......S-Sn...... Spring Recess
March 27.........M.......... Classes Resume
March 31.........F.......... Last Day for Spring Semester
                        Candidates to File Graduation
                        Petitions for AA or As Degree
April 17.........M.......... Second Census Day - Instructors
                        Verify Enrollment in Each Class
May 13...........S.......... Last Day to Withdraw and Receive a
                        Grade of "W"
May 19...........F.......... Malcolm X's Birthday - Holiday
                        Observance
May 27...........S.......... Saturday Classes Do Not Meet
May 29...........M.......... Memorial Day - Holiday Observance
June 8-14........Th-W...... Final Examinations
June 10..........S.......... Saturday Classes End
June 14..........W.......... Spring Semester Ends
June 14..........W.......... All Grade Rosters Due in Admissions &
                        Records Office by 4 p.m.

Saturday classes begin February 4 and meet every Saturday except
May 27. Saturday classes end June 10.
Appendix

LANEY, MERRITT, VISTA COLLEGES

FALL SEMESTER
EARLY CALENDAR

1989-90

August 23,24&25..W-F....... Faculty Orientation/Assignment Days
August 28.........M......... Day and Evening Instruction Begins
September 2........S......... Saturday Classes Begin
September 4........M......... Labor Day - Holiday Observance
September 9........S......... Last Day to Add Classes
September 18........M......... First Census Day - Instructors Verify Enrollment in Each Class
September 22........F......... Last Day to Drop Full-Term Credit Classes Without "W"
October 31.........M......... Last Day for Fall Semester Candidates to File Graduation Petitions for AA or AS Degree
November 6.........M......... Second Census Day - Instructors Verify Enrollment in Each Class
November 10.........F......... Veteran's Day - Holiday Observance
November 23&24...Th-F....... Thanksgiving Holiday Observance
November 25.........S......... Saturday Classes Do Not Meet
December 18-22...M-F....... Final Examinations
December 22.........F......... Fall Semester Ends
December 22.........F......... All Grade Rosters Due in Admission & Records Office by 4 p.m.

81 Instructional days + 3 faculty contract days = 84

89 Instructional days + 3 faculty contract days = 92

176

The PFT and the District Academic Senate will jointly work with the District to develop the program and content for the faculty assignment/contract days.

The District shall establish a joint PFT/District Academic Senate Committee to study and make recommendations to the Chancellor regarding a uniform calendar system no later than June 30, 1990.
### LANEY, MERRITT, VISTA COLLEGES

#### SPRING SEMESTER EARLY CALENDAR

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
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<tbody>
<tr>
<td>1989-90</td>
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<tr>
<td>January 10, 11, 12... W-F...</td>
<td>Faculty Assigned Days</td>
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<td>January 15</td>
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<td>May 31</td>
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</tbody>
</table>
1) Instructional Responsibilities

1. For each of the courses taught during the year, list the following:
   a. course name
   b. course objectives
   c. an explanation of how these objectives have been met
II) Professional Development

1. List the activities you carried out to stay abreast of your field (such as studying new texts and current journals, consultation with colleagues, active membership in professional organizations, continued education and attendance at conferences or workshops, etc.).

   _____________________________________________
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2. List any other activities that are contributive to your professional development.

   _____________________________________________
   _____________________________________________
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   _____________________________________________

III) Teaching Evaluation

1. Discuss your teaching abilities as carried out during the year in the following areas.
   (1) Needs improvement (2) Meets standard (3) Exceeds standard

   i. Knowledge of subject material.  1  2  3
   ii. Presentation and communication of subject material.  1  2  3
   iii. Rapport with students.  1  2  3
   iv. Effectiveness during laboratory hours (where applicable).  1  2  3
Comments:______________________________________________________________________________________________

______________________________________________________________________________________________

______________________________________________________________________________________________

______________________________________________________________________________________________

2. Specific goals for improvement

______________________________________________________________________________________________

______________________________________________________________________________________________

______________________________________________________________________________________________

______________________________________________________________________________________________

Date_________________________Signature_________________________
PERALTA COMMUNITY COLLEGE DISTRICT

INSTRUCTOR EVALUATION BY PANEL

<table>
<thead>
<tr>
<th>Name of Evaluee</th>
<th>LAST</th>
<th>FIRST</th>
<th>MIDDLE</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discipline(s)</td>
<td></td>
<td></td>
<td></td>
<td>Subject</td>
</tr>
</tbody>
</table>

1. Activity

<table>
<thead>
<tr>
<th>Date</th>
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</table>

Describe briefly what happened during your visit.

2. Evaluation: Indicate by a check in the appropriate column the evaluation for each item listed which in your best judgement describes the employee.

1 - Not Applicable  2 - Unsatisfactory  3 - Needs Improvement to Meet Standards  4 - Meets Standards  5 - Exceeds Standards

JOB DESCRIPTION: TEACHING FACULTY

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
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</thead>
<tbody>
<tr>
<td>1. Knowledge and mastery of subject matter.</td>
<td></td>
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<tr>
<td>2. Preparation and organization.</td>
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<tr>
<td>3. Achievement of course objectives as defined in course outlines and catalog description.</td>
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<tr>
<td>4. Clarity of Presentation.</td>
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<tr>
<td>5. Communication with students of varying abilities.</td>
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<tr>
<td>7. Clear methods and procedures.</td>
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<tr>
<td>8. Professional Relationships: Interaction with students, faculty members, managers and other staff.</td>
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</tbody>
</table>

Revised 30
PERALTA COMMUNITY COLLEGE DISTRICT
SUMMARY EVALUATION OF INSTRUCTOR

Name of Instructor ___________________________ Status ___________________________
Department/Discipline ___________________________

EVALUATION SUMMARY

Summary Report:

_____ Satisfactory

_____ Unsatisfactory

_____ Re-evaluate, next semester

______________________________, Panel Chairperson
(Signature)

______________________________, Panel Member
(Signature)

______________________________, Panel Member
(Signature)

I HAVE READ THE COMMITTEE'S EVALUATION REPORT:

______________________________________,
Instructor Being Evaluated

______________________________________
Date

Copy 1, 2 to Instructor; copy 3 to President; copy 4 to District Personnel File

S7
PERALTA COMMUNITY COLLEGE DISTRICT

INSTRUCTOR EVALUATION BY STUDENTS

Faculty Member ___________________________ Date ________________

Course ___________________________ College ________________

Student's name (optional) ___________________________

1. In general, how would you rate the instructor in these areas?

   High:
   Low:
   a. Availability for personal help. 1 2 3 4 5
   b. Helpful and supportive of my interests. 1 2 3 4 5
   c. Interested in students generally. 1 2 3 4 5
   d. Enthusiasm for teaching. 1 2 3 4 5
   e. Explaining and following his/her stated grading system. 1 2 3 4 5
   f. Returning examinations and assignments promptly. 1 2 3 4 5
   g. Meeting and dismissing classes at scheduled times. 1 2 3 4 5

2. How effective was the instructor in the following areas?

   a. Organizing the course well. 1 2 3 4 5
   b. Encouraging students to participate. 1 2 3 4 5
   c. Knowledge of the subject. 1 2 3 4 5
   d. Communication of that knowledge. 1 2 3 4 5
   e. Giving assignments (papers, projects, readings, etc.) that were relevant and helpful to class. 1 2 3 4 5
   f. Making your responsibilities and the requirements of the course clear. 1 2 3 4 5
   g. Being tolerant of other people's opinions. 1 2 3 4 5

3. Comments:

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
Name of Instructor ____________________________

Department/Discipline ____________________________

**EVALUATION SUMMARY**

Summary Report:

- [ ] Satisfactory
- [ ] Unsatisfactory
- [ ] Re-evaluate next term

________________________, Manager or His/Her Designee

(Signature)

________________________, Panel Member

(Typed Name)

________________________, Panel Member

(Typed Name)

I HAVE READ THE MANAGER'S EVALUATION REPORT:

Instructor Being Evaluated ____________________________

Date ____________________________

Copy 1, 2 to Instructor; copy 3 to President; copy 4 to District Personnel File
1. What are the primary responsibilities of your position and how have you met your job objectives.

________________________________________________________________________
________________________________________________________________________
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________________________________________________________________________

2. List pertinent activities that are valuable in meeting the objectives and responsibilities of your position such as assisting students and instructing them how to be self-reliant in a library, instructing specific classes on library usage, preparing bibliographies and other instructional materials.

________________________________________________________________________
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Name _____________________________________________________________    Date ____________________________
PERALTA COMMUNITY COLLEGE DISTRICT
LIBRARIAN EVALUATION
BY STUDENTS

Librarian Name ___________________________ Date ___________________

Assignment _______________________________

Student's name (optional) ___________________

1. In general, how would you rate the Librarian in these areas?
   a. Availability for personal help. ___________________________ High 1 2 3 4 5 Low
   b. Helpful and supportive of my interest. ___________________ 1 2 3 4 5
   c. Interested in students generally. ___________________________ 1 2 3 4 5
   d. Enthusiasm for librarianship. _____________________________ 1 2 3 4 5
   e. Helpful in formulating topics more precisely. ____________ 1 2 3 4 5

2. How effective was the librarian in the following areas?
   a. Knowledge of the library. ___________________________ 1 2 3 4 5
   b. Communication of that knowledge. ________________________ 1 2 3 4 5
   c. Instructing students how to be self-reliant in the library ______ 1 2 3 4 5

3. Did the librarian leave you with increased ability to use the library?
   _______________________________________________________
   _______________________________________________________
   _______________________________________________________
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   _______________________________________________________
   Comments: _____________________________________________
   _______________________________________________________
   _______________________________________________________
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   _______________________________________________________.
PERALTA COMMUNITY COLLEGE DISTRICT
LIBRARIAN EVALUATION BY PANEL

Name of evaluee: ____________________________ Status: ____________________________
LAST   FIRST   MIDDLE

1. Activity: ____________________________________________
Date: ________________________________________________

Describe briefly what happened during your visit: ______________________________________
________________________________________________________________________________
________________________________________________________________________________

2. Evaluation: Indicate by a check in the appropriate column the evaluation for each item listed which in your best judgement describes the employee.

1 - Not Applicable  2 - Unsatisfactory  3 - Needs Improvement  4 - Satisfactory  
5 - Exceptional

JOB DESCRIPTION: LIBRARIANS

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Pers Rels
(11-80)
3. Professional Development

a. List the activities you carried out to stay abreast of your field (such as studying new texts and current journals, consultation with colleagues, active membership in professional organizations, continued education and attendance at conferences or workshops, etc.

b. List any other activities that are contributive to your professional development.

4. Teaching Evaluation

a. Discuss your teaching abilities as carried out during the year in the following areas:
   (1) Needs improvement (2) Satisfactory (3) Exceptional

   i. Knowledge of subject material.  
   ii. Presentation and communication of subject material.  
   iii. Rapport with students.  
   iv. Effectiveness during laboratory hours.  
      (where applicable)
Comments: ____________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

b. Specific goals for improvement

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

Signature ____________________________________________________________

Pers Rela (11-80) A23 94
PERALTA COMMUNITY COLLEGE DISTRICT

SUMMARY EVALUATION OF COUNSELOR/NURSE

Name of Counselor ________________________________

College ________________________________

EVALUATION SUMMARY

Summary Report:

_____ Satisfactory

_____ Unsatisfactory

_____ Re-evaluate next Term

____________________________________, Panel Chairperson

____________________________________, Panel Member

____________________________________, Panel Member

I HAVE READ THE COMMITTEE'S EVALUATION REPORT:

____________________________________

Counselor/Nurse Being Evaluated

Date

Copy 1,2 Counselor/Nurse; copy 3 to President; copy 4 to District Personnel File
PERALTA COMMUNITY COLLEGE DISTRICT

MANAGEMENT EVALUATION OF LIBRARIAN

Name of Librarian ________________________________

College ____________________________________________________________________________________

EVALUATION SUMMARY:

Summary Report:

____ Satisfactory

____ Unsatisfactory

____ Re-evaluate next Term

__________________________________________, Manager or His/Her Designee

(Signature)

__________________________________________, Panel Member

(Typed Name)

__________________________________________, Panel Member

(Typed Name)

I HAVE READ THE MANAGER'S EVALUATION REPORT:

Librarian Being Evaluated

__________________________________________

Date

Copy 1, 2 to Librarian; copy 3 to President; copy 4 to District Personnel File
PERALTA COMMUNITY COLLEGE DISTRICT

SUMMARY EVALUATION OF LIBRARIAN

Name of Librarian ________________________________

College ________________________________

EVALUATION SUMMARY

Summary Report:

_____ Satisfactory

_____ Unsatisfactory

_____ Re-evaluate next term

________________________, Panel Chairperson
(Signature)

________________________, Panel Member
(Signature)

________________________, Panel Member
(Signature)

I HAVE READ THE COMMITTEE'S EVALUATION REPORT:

________________________
Librarian Being Evaluated

________________________
Date

Copy 1,2 to Librarian; copy 3 to President; copy 4 to District Personnel File

Pers Rel
(11-80)
PERALTA COMMUNITY COLLEGE DISTRICT
COUNSELOR/NURSE EVALUATION BY PANEL

<table>
<thead>
<tr>
<th>Name of Evaluee</th>
<th>Status</th>
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</table>

1. Identify activity (i.e. counseling interviews, orientation, Health Fair, etc.).

   Date

   Describe briefly what happened during your contact

2. Evaluation: Indicate by a check in the appropriate column the evaluation for each item listed which in your best judgement describes the employee.

   1- Not Applicable 2- Unsatisfactory 3- Needs Improvement to Meet Standards 4- Meets Standards 5- Exceeds Standards

   **JOB DESCRIPTION:** Counselor/Nurse

   1. Knowledge and mastery of counseling/nursing techniques.
      | 1 | 2 | 3 | 4 | 5 |
   2. Preparation and organization.
   3. Achievement of counseling/nursing objectives as defined in catalog description.
   4. Clarity of presentation.
   5. Communication with students of varying abilities.
   7. Knowledge of college curriculum requirements for degree and transfer courses. (For counselor, only).
   8. Explains the counseling/programming/nursing functions to students.
   9. Meets appointments on time.
   10. Interaction with student faculty members, managers and other staff.
NURSE EVALUATION
BY STUDENTS

Nurse Name _____________________________ Academic Year ____________

Assignment _____________________________ College __________________

Student's Name (optional) ________________________

1. In general, how would you rate the nurse in these areas?

   a. Availability for personal help. ____________________________
      High 2 3 4 5
   b. Helpful and supportive of my interests, needs, goals. _________
      1 2 3 4 5
   c. Interested in students generally. ____________________________
      1 2 3 4 5
   d. Enthusiasm for nursing. ____________________________
      1 2 3 4 5
   e. Explaining health care procedures. _________________
      1 2 3 4 5
   f. Meeting appointments at scheduled times. _________________
      1 2 3 4 5

2. Comments: ______________________________________
   ______________________________________
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Pers Reis _____________________________
(11-80) A28
PERALTA COMMUNITY COLLEGE DISTRICT

COUNSELOR EVALUATION

BY STUDENTS

Counselor Name ___________________________ Academic Year ____________

Assignment ____________________________ College ____________________

Student's Name (optional) ____________________________

I. What Type of Assistance Sought:

1. Academic Programming
2. Personal Concern(s)
3. Career Counseling
4. Degree Advising
5. Transfer Advising
6. General Information
7. Registration Information
8. Financial Problems
9. Test Explanation
10. Work Experience
11. Placement
12. Other

II. In general, how would you rate the counselor in these areas?

a. The counselor met my need. 1 2 3 4 5
b. The counselor provided alternatives. 1 2 3 4 5
c. The counselor offered explanations. 1 2 3 4 5
d. Degree of concern. 1 2 3 4 5
e. Understanding of my problem. 1 2 3 4 5
f. Would you see this counselor again if the need arises. 1 2 3 4 5

III. I originally contacted this counselor:

1. on “drop-in”
2. recommended by another person
3. during registration
4. in a class the counselor taught
5. at a high school visit
6. assigned
7. other

IV. Comments: __________________________________________________________

_______________________________________________________________________

Pers Rel ____________
(11-80)
Name _____________________________ Date _____________________________

I) Counseling/Nursing Responsibilities

1. For each of the activities assigned during the year, list the following:
   a. Activity
   b. Objective of activity

II) Professional Development

1. List the activities you carried out to stay abreast of your field (such as studying new texts and current journals, consultation with colleagues, active membership in professional organizations, continued education and attendance at conferences or workshops, etc.).
Self Evaluation Form
for Counselor/Nurse - (cont'd)

2. List any other activities that are contributive to your professional development.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

III) Counseling Evaluation

1. Discuss your counseling services as carried out during the year in the following areas:
   (1) Needs Improvement (2) Meets Standard (3) Exceeds Standard
   a. Knowledge of the college curriculum and related information. 1 2 3
   b. Communicating material to students. 1 2 3
   c. Rapport with students. 1 2 3
   d. Effectiveness during counseling interview. 1 2 3
   e. Effectiveness during programming/class sign-ups. 1 2 3

IV) Nurse Evaluation

1. Discuss your nursing services as carried out during the year in the following areas:
   (1) Needs Improvement (2) Meets Standard (3) Exceeds Standard
   a. Knowledge of emergency policies and procedures. 1 2 3
   b. Communication of materials to faculty, students and staff. 1 2 3
   c. Rapport with students. 1 2 3
   d. Ability to determine priorities. 1 2 3
   e. Communicating assessment of student health needs and planning to meet those needs. 1 2 3
   f. Communication need for preventive health care. 1 2 3

V) Complete the following sentence:

My opinion of myself as a counselor or a nurse is ____________________________
VI) Specific goals for improvement:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

Date _____________________ Signature _____________________

Pers Rela (11-80)
EVALUATION SUMMARY

Summary Report:

_____ Satisfactory

_____ Unsatisfactory

_____ Re-evaluate next Term

___________________________, Manager or His/Her Designee

Signature

___________________________, Panel Member

(Typed Name)

___________________________, Panel Member

(Typed Name)

I HAVE READ THE MANAGER’S EVALUATION REPORT:

___________________________

Counselor/Nurse Being Evaluated

___________________________

Date

Copy 1, 2 to Counselor/Nurse; copy 3 to President; copy 4 to District Personnel File
ADVANCEMENT ON THE SALARY SCHEDULE

**Column Advancement**

1. October 15 is the final date for filing official transcripts from an accredited institution bearing the impressed seal of the institution; or the original signature of the registrar, transcript clerk, or recorder which would result in upgrading. After having worked under a particular credential upon reassignment, an instructor will not be paid a lower rate or held at a designated step on the schedule other than that which he would normally hold.

11. Although it is the policy of the District to employ only those instructors who meet, as a minimum, the requirements of Column A, instructors who may be employed under exceptional circumstances who do not meet such requirements may not move to Column B until all requirements for that column are satisfied.

**Step Advancement**

Peralta Community College District instructors shall advance one step in the schedule after original placement, for each college year of employment in which they teach at least 75 percent of the days in which schools are in session each year. An instructor teaching half-time or more will be incremented on the regular salary schedule, provided that in the previous year's service he has performed 75 percent of the days called for in his part-time assignment. In the event that a temporary part-time instructor assumes a probationary contract position with the college, he will be credited on the salary schedule for the total of his past experience with the District, pro-rated for part-time experience.

**Advancement Beyond Step 12**

For the academic year 1984-85, only, Peralta Community College District instructors shall be placed beyond Step 12 of Columns C, D, and E based on their prior years of service as certificated employees of the District. Instructors with 13 years of prior service with the District shall be placed at Step 14; 14 years of prior service at Step 15, etc; so that the Step placement shall not be less than the years of prior service plus one, up to the top of the appropriate Column. All instructors shall be advanced at least one step for the academic year 1984-85. After academic year 1984-85, all instructors shall advance one step as outlined in Step Advancement above.

**Salary Schedule - Vocational Faculty**

Occupational and vocational instructors refers to those instructors who have at least a .5 assignment in an occupational or vocational area. Column movement for occupational and
vocational instructors applies to (1) those who were originally hired to teach in an occupational or vocational subject area and who are still teaching in such area, and (2) those who were originally hired to teach in a nonoccupational or vocational area, but due to further retraining and the District's educational needs find themselves currently teaching in an occupational or vocational training area. Application for advancement on the salary schedule will be based on current .5 employment in a vocational or occupational area.

The .5 assignment shall be applicable to full-time certificated instructors only. Part-time, temporary instructors teaching one or more occupational and vocational classes will be allowed movement on the salary schedule on a pro-rata basis.

**Vocational Course Credit**

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

1. Approval may be granted by the Vocational Training Committee, consisting of the College President, Director of Personnel, Director of Employee Relations, Affirmative Action officer and a PFT-designated vocational faculty member.

2. A course description or outline of the Vocational Training Program must be submitted to the above committee along with the request for approval.

3. The content of the Vocational Training Program must directly relate to the faculty member's credentialled area.

4. A written statement must be issued by the Vocational Training Committee to the faculty member in response to each request for approval, indicating number of units granted or reason for denial.

5. This provision shall not be subject to the grievance procedure.

Upon completion of the above requirements and documentation of completion of the vocational training course, movement on the salary schedule shall be granted according to the following formula: 32 hours of training is equivalent to one semester unit.
LONGEVITY INCREMENTS

A. Eligibility

1. Certificated personnel employed in the Peralta Community College District/Oakland Unified School District for the required number of years (including approved leaves of absence) and who started with the Peralta District at its commencement in 1964, are eligible for the longevity increment. Oakland Unified service is not restricted to any particular units of that district; and/or

2. Certificated employees who have been employed by the Peralta District for the required number of years will be paid the applicable increment.

B. Longevity Increment Amounts

<table>
<thead>
<tr>
<th>Amount</th>
<th>Years of Service</th>
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<tbody>
<tr>
<td>$500.00</td>
<td>1st day of academic year following completion of 18 years of service</td>
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<tr>
<td>$1,250.00</td>
<td>1st day of academic year following completion of 20 years of service</td>
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<tr>
<td>$2,000.00</td>
<td>1st day of academic year following completion of 24 years of service</td>
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<tr>
<td>COLUMN A</td>
<td>CONDITION</td>
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<tr>
<td>Condition 1:</td>
<td>Possession of a Master's degree from an approved college or university, OR</td>
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<td>Condition 2:</td>
<td>Possession of a Bachelor's degree from an approved college or university plus 45 units, OR</td>
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<tr>
<td>Condition 3:</td>
<td>Possession of an occupational or vocational credential obtained on the basis of six years of occupational experience, and high school graduation, or any credential with an occupational or vocational subject matter, OR</td>
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<tr>
<td>Condition 4:</td>
<td>Possession of an occupational or vocational credential, or any credential with an occupational or vocational subject matter with a Bachelor's degree from an approved college or university.</td>
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<th>REQUIREMENT</th>
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<tr>
<td>Condition 1:</td>
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<td>Condition 2:</td>
<td>Possession of a Bachelor's degree from an approved college or university plus 60 units, OR</td>
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<td>Condition 3:</td>
<td>Possession of an occupational or vocational credential, or any credential with an occupational or vocational subject matter plus 30 units, OR</td>
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<td>Condition 4:</td>
<td>Possession of an occupational or vocational credential, or any credential with an occupational or vocational subject matter with a Bachelor's degree from an approved college or university plus 15 units.</td>
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<td>Condition 1:</td>
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<td>Condition 2:</td>
<td>Possession of an occupational or vocational credential, or any credential with an occupational or vocational subject matter plus</td>
<td></td>
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</table>
Condition 3: Possession of an occupational or vocational credential, or any credential with an occupational or vocational subject matter plus 75 units, OR

Condition 4: Possession of an occupational or vocational credential, or any credential with an occupational or vocational subject matter with a Master's degree from an approved college or university.

COLUMN D

Condition 1: Possession of a Master's degree from an approved college or university with at least 75 units completed after the Bachelor's degree, OR

Condition 2: Possession of an occupational or vocational credential, or any credential with an occupational or vocational subject matter with an Associate degree plus 30 units, OR

Condition 3: Possession of an occupational or vocational credential or any credential with an occupational or vocational subject matter with a Master's degree plus 45 units completed after the Bachelor's degree.

COLUMN E

Condition 1: Possession of an earned Doctorate degree from an approved college or university, OR

Condition 2: Possession of a Master's degree from an approved college or university with 90 units completed after the Bachelor's degree, OR

Condition 3: Possession of an occupational or vocational credential, or any other credential with an occupational or vocational subject matter obtained on the basis of a Bachelor's degree and two years of occupational experience, OR

Condition 4: Possession of an occupational or vocational credential, or any credential with an occupational or vocational subject matter with a Master's degree plus 60 units completed after the Bachelor's degree.

NOTE: "Units" as used in this procedure refers to SEMESTER UNITS. To determine semester units from quarter units, multiply the number of quarter units by two-third.
Step placement shall be as follows:

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<td>13</td>
<td>12 years experience</td>
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<tr>
<td>14</td>
<td>13 years experience</td>
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<tr>
<td></td>
<td>Step 14 and beyond - See page A34</td>
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I. Teaching

Prior full-time teaching may be credited on a year-for-year basis up to a maximum of seven years. (Full-time teaching or supervision for at least 16 weeks and less than 30 weeks in any one school year is counted as one-half year; 30 weeks in any one school year is counted as one-half year; 30 weeks or more is counted as one year of experience). Part-time teaching experience may be credited on the percentage it bears to full-time requirement as it was performed. Overlapping part-time experience may be totaled only to a maximum of one month for one month.

II. Practical Experience

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

III. Total Credit

Total credit allowed for experience shall not result in initial salary placement beyond Step 8 of the salary schedule. No exceptions will be made to initial placement beyond the eighth step unless recommended and approved by the president of the college, the Vice Chancellor, for Educational Services, the Chancellor, and the Board of Trustees.

IV. Verification

Prior teaching experience and related practical experience for initial placement is allowed if verified before the end of the 90-day calendar period, which begins with the first day of the teaching assignment. College and university OFFICIAL transcript bearing the impressed seal of the institution; or the original signature of the registrar.
transcript clear, or recorder shall also be furnished within this 90-day calendar period. When verification is impossible to obtain within the 90-day period through no fault of the instructor, a written request for extension of time may be filed with the Vice Chancellor.

TEMPORARY (PART-TIME) EMPLOYEES

I. Teaching

Prior full-time teaching may be credited on a year-for-year basis up to a maximum of seven years. (Full-time teaching or supervision for at least 16 weeks and less than 30 weeks in any one school year is counted as one-half year; 30 weeks in any one school year is counted as one-half year; 30 weeks or more is counted as one year of experience). Part-time teaching experience may be credited on the percentage it bears to full-time requirement as it was performed. Overlapping part-time experience may be totaled only to a maximum of one month for one month.

II. Practical Experience

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

III. Total Credit

Total credit allowed for experience shall not result in initial salary placement beyond Step 4 of the salary schedule.

IV. Verification

Prior teaching experience, and related practical experience for initial placement is allowed if verified before the end of the 90 day calendar period which begins with the first day of the teaching assignment. College and university OFFICIAL transcripts bearing the impressed seal of the institution; or the original signature of the registrar, transcript clerk, or recorder shall also be furnished within 90 day calendar period. When verification is impossible to obtain within the 90 day calendar period through no fault of the instructor, a written request for extension of time may be filed with the Vice Chancellor, for Educational Services.
CERTIFICATED EMPLOYMENT SALARY INFORMATION

TEMPORARY (PART-TIME) EMPLOYEES

AND

EXTRA SERVICE ASSIGNMENTS

Certificated temporary (part-time) and extra service assignments shall be compensated on the basis of the pro-rata salary system.

Pro-rata compensation for temporary (part-time) and extra service assignments for certificated personnel is based on the individual's placement on the annual certificated salary schedule in columns A through E, but not to exceed step 4, adjusted by the appropriate pro-rata rate.

PRO-RATA RATES

1. A 60% pro-rata rate is used to determine compensation for persons holding regular, full-time employment at Peralta or outside the District.

2. A 75% pro-rata rate is used for all other persons working temporary assignments.

Compensation for a temporary (part-time) or extra service assignment is based on the ratio that the computed hours bear to a full-time load.

COLUMN PLACEMENT

An instructor, counselor, librarian, nurse, or other certificated person employed on a temporary (part-time) basis or on an extra service assignment shall be placed in one of the five columns according to the individual's qualifications based on one of the conditions indicated in the procedure for Column Placement or the applicable "hold harmless" clause of $13.86 per hour.

INITIAL STEP PLACEMENT

A certificated person employed on a temporary (part-time) basis or on an extra service assignment shall be assigned to Step 1, 2, 3, or 4 on the basis of prior experience as follows:

Step 1 - No experience
Step 2 - 1 year experience
Step 3 - 2 years experience
Step 4 - 3 years or more experience

*Hold Harmless: individuals will be paid at the current pro-rata rates; however, the hold harmless concept will prevail.
CONTRACT AND REGULAR FACULTY

METHOD OF PAYMENT

All annual salaries are paid in twelve installments with the first installment for the college year being payable on September 30. Anyone employed after that date will have an adjustment in the following July and August pay warrants.

EMPLOYEE CERTIFICATION

The responsibility for certification lies with the individual instructor and all instructors must have valid credentials in force as specified in the Education Code, and on file with the Alameda County Superintendent of Schools. No salary can be paid to anyone who is not so qualified.

TEMPORARY SUBSTITUTES

Hourly and Daily temporary (substitute) assignments will be compensated on the basis of the pro-rata salary system. If a daily substitutes remains in a specific assignment for more than twenty (20) days, he/she will be reimbursed according to his/her education and experience, on the Certificated Salary Schedule, retroactive to the first day of that specific assignment.
## CERTIFICATED SALARY SCHEDULE
### ACADEMIC YEAR 1988-89

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### Longevity Increment Amounts

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<td>$ 2,000.00</td>
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Revised August 22, 1988
PERALTA COMMUNITY COLLEGE DISTRICT

SCHEDULE "A"

HOURLY PRO-RATA SALARY SCHEDULE 1988-1989 AT 60% RATE

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115

A44
PERALTA COMMUNITY COLLEGE DISTRICT

SCHEDULE "B"

HOURLY RATE CALCULATED ON THE BASIS
OF THE PRO-RATA SALARY SCHEDULE 1988-1989 AT 75% RATE

<table>
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PERALTA COMMUNITY COLLEGE DISTRICT

SCHEDULE "A"

PRO-RATA CERTIFICATED SALARY SCHEDULE
QUARTER EQUATED HOURS AT 60% RATE
1988-89

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SCHEDULE "B"

PRO-RATA CERTIFICATED SALARY SCHEDULE
QUARTER EQUATED HOURS AT 75% RATE
1988-89

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### Schedule "A"

**Pro-Rata Certificated Salary Schedule**

**Semester Equated Hours at 60% Rate**

**1988-89**

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### Schedule "B"

**Pro-Rata Certificated Salary Schedule**

**Semester Equated Hours at 75% Rate**

**1988-89**

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August 9, 1988
CERTIFICATED SALARY SCHEDULE  
ACADEMIC YEAR 1989-90

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**Longevity Increment Amounts**

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PERALTA COMMUNITY COLLEGE DISTRICT

SCHEDULE "A"

HOURLY PRO-RATA SALARY SCHEDULE 1989-1990 AT 60% RATE

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PERALTA COMMUNITY COLLEGE DISTRICT

SCHEDULE "B"

HOURLY RATE CALCULATED ON THE BASIS
OF THE PRO-RATA SALARY SCHEDULE 1989-1990 AT 75% RATE

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121

A50
PERALTA COMMUNITY COLLEGE DISTRICT

SCHEDULE "A"

PRO-RATA CERTIFICATED SALARY SCHEDULE
QUARTER EQUIATED HOURS AT 60% RATE
1989-90

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SCHEDULE "B"

PRO-RATA CERTIFICATED SALARY SCHEDULE
QUARTER EQUIATED HOURS AT 75% RATE
1989-90

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PERALTA COMMUNITY COLLEGE DISTRICT

SCHEDULE "A"

PRO-RATA CERTIFICATED SALARY SCHEDULE
SEMESTER EQUATED HOURS AT 60% RATE
1989-90

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SCHEDULE "B"

PRO-RATA CERTIFICATED SALARY SCHEDULE
SEMESTER EQUATED HOURS AT 75% RATE
1989-90

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PERALTA COMMUNITY COLLEGE DISTRICT

SCHEDULE "A"

HOURLY PRO-RATA SALARY SCHEDULE 1990-1991 AT 60% RATE

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PERALTA COMMUNITY COLLEGE DISTRICT

SCHEDULE "B"

HOURLY RATE CALCULATED ON THE BASIS
OF THE PRO-RATA SALARY SCHEDULE 1990-1991 AT 75% RATE

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PERALTA COMMUNITY COLLEGE DISTRICT

SCHEDULE "A"

PRO-RATA CERTIFICATED SALARY SCHEDULE
QUARTER EQUATED HOURS AT 60% RATE
1990-91

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SCHEDULE "B"

PRO-RATA CERTIFICATED SALARY SCHEDULE
QUARTER EQUATED HOURS AT 75% RATE
1990-91

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PERALTA COMMUNITY COLLEGE DISTRICT

SCHEDULE "A"

PRO-RATA CERTIFICATED SALARY SCHEDULE
SEMESTER EQUATED HOURS AT 60% RATE
1990-91

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PRO-RATA CERTIFICATED SALARY SCHEDULE
SEMESTER EQUATED HOURS AT 75% RATE
1990-91

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A 60% pro-rata rate is used for persons holding regular, full-time employment at Peralta or outside the District.
PERALTA COMMUNITY COLLEGE DISTRICT

SUMMER SESSION 1989
75% PRO-RATA SALARY SCHEDULE

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A 75% pro-rata rate is used for persons who do not have full-time employment of any kind.
### 60% Pro-Rata Salary Schedule

**Summer Session 1990**

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A 60% pro-rata rate is used for persons holding regular, full-time employment at Peralta or outside the District.
A 75% pro-rata rate is used for persons who do not have full-time employment of any kind.