

PROFESSIONAL DEVELOPMENT COMMITTEE

CHARGE

1. Plan, develop, coordinate, review and evaluate all of the professional development activities that take place at the College.
2. Responsible for planning Flex Day activities for the scheduled District-wide days as well as local, college-wide, on-going Professional Development activities.
3. Establish priorities and procedures and make advisory recommendations in each of the following areas: collaborative/special projects, institutional subscriptions and memberships, individual travel and conferences, tuition reimbursement, and unique staff development needs of counselors and librarians**
4. Supervise the Sabbatical Leave Process for faculty**: conduct workshops, evaluate and approve applications with recommendations to the College President and the Chancellor
5. Oversee the Retraining Leave Process for faculty**
6. Issue twice yearly report to the College Community and the District Officer of Staff Development: on expenditures, funding priorities, procedures, deadlines, activities, schedules of meetings, attainment of goals, needs assessments, etc.

NOTES

* Refer to the PFT Contract article concerning “Professional Development Funds” for additional information.

**Per the PFT Contract, only the faculty and administrators on the Committee can vote on sabbatical leaves, retraining leaves and the expenditure of PFT funds.

MEMBERSHIP

1. Three (3) administrators selected by the College President
2. Three (3) faculty members: one selected by the Merritt Academic Senate, one selected by the Merritt PFT Chairs and one selected by mutual agreement between the Merritt Academic Senate and the Merritt PFT
3. Three (3) classified/confidential staff selected by the Merritt Classified Senate
4. The Committee Chair of the Professional Development Committee (who must be a faculty member) shall be appointed by the Professional Development Committee

MEETING FREQUENCY

1st and 3rd Thursdays of the month,
9:00 am. to 10:00 am

1 **ARTICLE 25 :** PROFESSIONAL DEVELOPMENT

2 *Information on funding and committee membership and responsibilities.*

3
4 The Professional Development committee at each college is responsible for making
5 advisory recommendations to the College President/designee regarding disbursement
6 of all professional development funds for faculty. See APPENDIX 5 (A5) (Professional
7 Days Agreement).

8
9 **A. Funding**

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11 1. The District shall allocate \$120,000 each year for faculty professional development
12 activities. These funds shall be dedicated to faculty professional development at
13 each college and shall be disbursed to each college on a pro-rata basis based upon
14 total faculty FTE per college.
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16 2. The District shall allocate State Staff Development funds in accordance with
17 provisions of the California Education Code and applicable regulations.

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19 **B. College Professional Development Committee Membership**

- 20
21 1. A Professional Development Committee shall be established at each college and
22 shall consist of three (3) administrators designated by the College President, and
23 three (3) faculty members: one chosen by the PFT Chapter Chairs, one chosen by
24 the College Academic Senate, and one by mutual agreement.

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26 The Professional Development Committee is advisory to the College
27 President/designee and the District administration.

- 28
29 2. The term of service shall be for two (2) years, and no one shall serve for more
30 than four (4) consecutive years. Term of service shall commence on the first day
31 of school of each academic year.

32
33 If someone replaces a member, he/she will fill out that member's term and then be
34 eligible to serve his/her own two-year term, if reappointed. Members appointed
35 before January 1996 have the right to serve four consecutive years without
36 reappointment, as long as at least one faculty member on the committee is changed
37 during that four-year period. In no case may anyone serve beyond four consecutive
38 years.

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40 3. If a faculty vacancy on the committee is anticipated, there shall be a written notice
41 no later than April 15th of the preceding academic year to every faculty member
42 from both the PFT Chapter chairs and the college Academic Senate notifying all
43 faculty:

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- a. of any vacancies on the committee;
- b. that all are eligible to serve;
- c. what the responsibilities for committee members are;
- d. what the procedures for application are.

In the event of an unanticipated vacancy, notice to faculty as described above shall be given within fifteen (15) working days.

- 4. A member of the committee shall be replaced if he/she has more than three (3) unexcused absences from committee meetings. The replacement shall be selected by the President, the chapter chairs or the senate depending on who appointed the person being replaced. If the vacancy is a faculty seat, the person who missed the meetings may be reappointed only after the notification and application procedures have been completed (see c. above).
- 5. Every year, no later than September 30, the PFT Chapter Chairs, the College Academic Senate and the College President shall send to the Vice Chancellor of Educational Services and the District Officer of Professional Development, in writing, the names of their membership choices.
- 6. Once a year, after the membership and the amount of released time are determined, the Committee shall elect a chairperson. The chairperson shall be a faculty member but does not have to be a member of the Committee. If the chair is not a member, the chair shall not be eligible to vote. The term of office shall be for one year and shall not exceed four consecutive terms. (See D, below for responsibilities of the chairperson.)

C. Responsibilities of the Professional Development Committee

In addition to recommending disbursement of funds per Article 25.A, the Professional Development Committee at each college shall fulfill the following functions:

- 1. **Sabbatical Leaves:** The committee shall oversee the sabbatical leave process (see Article 26, Paragraph R and the Sabbatical Leave Handbook for description of guidelines, procedures, applicants, etc.); and shall review, score and rank all applicants. The committee shall make its recommendations to the College President and the Chancellor.

In the event the College President does not approve a Committee recommendation, both the Committee's recommendation and the President's written recommendation with written rationale shall be forwarded to the Chancellor for final determination. The Committee shall partially fund applicants whose leaves are approved in the following manner:

- 1 a. The committee shall fund 1/3 of the hourly replacement costs for any faculty
2 member who is on an approved Sabbatical Leave; but
- 3 b. No more than 1/3 of the Committee's faculty designated funds may be spent on
4 Sabbatical leaves (except at Berkeley City College where the maximum spent
5 shall not exceed 20% of the faculty designated funds);
- 6 c. The remaining rehire costs shall be borne by the District.
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- 8 2. **Retraining Leaves:** The Committee shall oversee the Retraining Leave Process
9 (See Article 26, Paragraph S for description of guidelines, procedures, applications,
10 etc.). The Committee shall make its recommendations to the College President,
11 who shall evaluate the recommendations and make a recommendation to the
12 Chancellor. In the event that the College President does not approve, both the
13 Committee's recommendation and the President's written recommendation with
14 written rationale shall be forwarded to the Chancellor for final determination.
15 Funding for Retraining Leaves shall not come from the Professional Development
16 Committee's budget. It shall be provided by the College.
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- 18 3. **Flex (Professional Day) Activities:** The Committees shall plan, develop,
19 coordinate, review, and evaluate all of the Professional Development activities
20 that take place at the College. Specifically, each Committee is responsible for
21 planning the flex day activities for the scheduled District-wide days as well as local,
22 college-wide, on-going Professional Development activities. The cost of these
23 activities shall be paid according to Paragraph 5 of the PFT-PCCD Professional Days
24 Agreement (See APPENDIX 5 (A5)).
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- 26 4. Establish priorities and procedures and make advisory recommendations for faculty
27 in each of the following areas:
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 - 29 a. Use of professional development funds for faculty;
 - 30 b. Collaborative/Special Projects: to bring new techniques, information, skills, and
31 technology to the college, including the identification of special themes and
32 topics to be explored;
 - 33 c. Institutional subscriptions and memberships;
 - 34 d. Individual travel and conferences;
 - 35 e. Tuition reimbursement;
 - 36 f. Unique staff development needs of counselors and librarians;
 - 37 g. Other appropriate uses.
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- 39 5. Issue twice yearly report to the College Community and the District
40 Officer of Staff Development: on expenditures, funding priorities, procedures,
41 deadlines, activities, schedule of meetings, attainment of goals, needs assessments,
42 etc.
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- 44 6. Professional Development Committee decisions and recommendations shall not be
45 subject to the grievance process.

1 D. Responsibilities of the Chairperson

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- 3 1. The chairperson shall be responsible for implementing all of the policies,
- 4 procedures, and guidelines that have been established by the College Professional
- 5 Development Committee and the PFT-PCCD collective bargaining agreement.
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- 7 2. The chairperson shall:
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- 9 a. Call and schedule all meetings of the committee, including special meetings as
- 10 requested or needed; prepare an agenda; distribute minutes; conduct all
- 11 communication, including the committee's recommendations and decisions, to
- 12 all interested parties;
- 13 b. As assigned, write all official College reports, local and state, as required, in a
- 14 timely manner;
- 15 c. Make sure the business of the Committee is conducted in a fair, open, and timely
- 16 manner;
- 17 d. Oversee all College Flex (Professional Day) Activities, including registration,
- 18 room assignments, equipment availability, designating facilitator, evaluations,
- 19 etc.
- 20 e. Communicate with the College community on a regular, on-going basis in order
- 21 to discuss, refine, and update the Professional Development Committees
- 22 funding goals and priorities;
- 23 f. Meet on a periodic basis, as needed, with the District Officer of Staff
- 24 Development and the other Professional Development chairs;
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- 26 g. Plan, develop, initiate, co-ordinate the College's collaborative/special projects
- 27 and college-wide activities and be generally responsible for the overall
- 28 improvement of skills, knowledge, and morale of all segments of the College
- 29 community.
- 30 h. The following are the maximum amounts of released time that may be assigned
- 31 effective fall 1998:
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- 33 1) C.O.A. up to .3
- 34 2) Laney up to .4
- 35 3) Merritt up to .3
- 36 4) Berkeley up to .2
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- 38 3. The amount of release time shall be determined by the College Professional
- 39 Development Committee before it selects its chair. The amount shall be reviewed,
- 40 voted upon every year, and reported to the College community along with all other
- 41 Committee expenditures. The monies to pay for this released time shall come from
- 42 the College Professional Development Committee's budget. The amount paid shall
- 43 be equal to the hourly cost necessary to replace the chairperson from his/her regular
- 44 assignment.
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1 E. Utilization Review Process

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3 Faculty member requests for utilization of professional development funds shall be
4 referred through the appropriate manager to the professional development committee
5 at the College. After evaluating the request, the Committee shall make an advisory
6 recommendation to the President. The President shall evaluate the recommendation
7 within 10 days. Should the President be inclined to overrule the Committee, he or
8 she shall refer the matter back to the Committee for reconsideration within ten
9 days, and shall meet with the Committee upon its request. If the Committee and
10 President disagree, the matter will be referred to the Chancellor/designee for final
11 determination, which shall not be subject to the grievance procedure. In reviewing the
12 Committee's advisory recommendations, the President and Chancellor/designee shall
13 rely primarily upon the advice and judgment of the Committee.
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15 F. District Office of Staff Development

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17 **Eleventh-month Contract:** An eleventh-month contract is defined as covering
18 the regular academic year plus eighteen (18) additional days of service. The
19 eleventh-month consists of the eighteen (18) days.
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21 As a term of this Article 25, a full or partial eleventh-month assignment shall be
22 considered as an extra-duty assignment. Faculty members shall not be required to
23 assume such an additional full or partial eleventh-month assignment without their
24 consent; said additional full or partial eleventh-month assignment shall be entirely at
25 the option of the employee. Any regular faculty member who performs said additional
26 full or partial month shall receive 100% pro rata pay for said service.
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28 1. The District Officer of Staff Development shall be a faculty member. The
29 standard minimum assignment shall be for 10 months. The term of office shall be
30 for two (2) years with an option of two one (1) year extensions, but not to exceed
31 four consecutive years. The option of extension shall be contingent upon a positive
32 evaluation from a majority of the Professional Development Committee chairs after
33 consulting with their Professional Development Committees. The chairs shall
34 evaluate the District Officer and make their recommendation to the Vice
35 Chancellor of Educational Services by April 15. If the Vice Chancellor accepts
36 the recommendation, he/she shall notify the District Staff Development Officer and
37 the chairs. If the decision is to continue for another year, it shall be done. If
38 the decision is not to continue, the Vice Chancellor will advertise the vacancy and
39 convene the selection committee within seven days. The position shall be filled by
40 May 15.
41

42 The selection committee shall be composed of eight (8) faculty members, two from
43 each college, one of whom shall be the Chair. The second faculty person shall be
44 a current member of the College Staff Development Committee and shall be
45 selected by the College Academic Senate President after consulting with the Chair.

1 In the event that either the Chair and/or the second person are unable to serve, the
2 Faculty Senate President shall select the third faculty member of the College Staff
3 Development Committee. If there is no third member currently serving or if two
4 people are still not able to serve, the college Academic Senate President
5 shall, after consulting with the Chair, select a faculty person who has
6 served on the College Staff Development Committee within the past three years
7 (and so on down the line a year at a time).

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9 The selection committee will interview all eligible candidates and will recommend
10 up to three (3) names to the Vice Chancellor of Educational Services for him/her to
11 interview and make the final selection.

12
13 The selection process shall be the same as for an intra-district voluntary transfer
14 (See Article 9, Section B) with the understanding that: (a) at least 50% of the faculty
15 on the hiring committee will be the chairs of the College Professional Development
16 Committees; and (b) that up to three names will be forwarded to the Vice
17 Chancellor of Educational Services for him or her to interview and make the
18 final selection.

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20 2. The District Officer of Staff Development shall be responsible for implementing
21 all of the procedures, policies, and guidelines that have been established by the Ed
22 Code, Board Policy, the collective bargaining agreement, the Flex Day Agreement,
23 and the Sabbatical Leave Handbook.

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25 3. The District Officer of Staff Development shall:

26
27 a. Meet on a regular basis with the College Professional Development Committees,
28 the chairs of those Committees, and the Vice Chancellor of Educational
29 Services to review, refine, modify, and evaluate the District's professional
30 development policies and programs;

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32 b. Be a member of the District Professional Development Committee;

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34 c. Make sure the business of each of the Committees is conducted in a fair, open,
35 and timely manner;

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37 d. As assigned, write all official District reports, local and state, as required, in a
38 timely manner;

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40 e. Communicate, on a regular basis, with all employees of the District to keep them
41 informed about Professional Development activities, opportunities, issues,
42 funds, etc.;

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- 1 f. Oversee the District-wide Flex (Professional Day) Activities, including
2 preparation and distribution of the schedule of activities and the receiving of
3 Professional Development credit;
- 4 g. Review all requests for Individual Project Professional Development credit;
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- 6 h. Develop a professional development library and resource center;
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- 8 i. Implement and oversee an exchange program;
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- 10 j. Facilitate the faculty evaluation process and work directly with those faculty
11 members who receive a less than satisfactory evaluation by developing a plan of
12 improvement with them and their college Professional Development
13 Committee.
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15 G. On Line Reporting Form

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- 17 1. The PCCD and the PFT agree to develop an on-line form to record Professional
18 Development activities of the faculty. Activities reported may include, but will not
19 be limited to, shared governance activities, scholarly, educational, and pedagogical
20 pursuits, involvement with community, educational and related organizations,
21 skills, knowledge, attitude enhancement, and college activities to support or
22 enhance the learning experiences for the students. The form shall be submitted by
23 contract faculty each semester prior to the first week of instruction of the following
24 semester. All reports generated from this information shall be provided to the PFT
25 and the District Staff Development Officer.
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APPENDIX

The Peralta Community College District

And

Peralta Federation of Teachers

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

A5.PROFESSIONAL DAYS
AGREEMENT

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

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

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

APPENDIX

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

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

APPENDIX

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

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

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

Revised 2/15/96