

**AGREEMENT**

**Between**

**THE BOARD OF TRUSTEES OF THE  
WEST KERN COMMUNITY COLLEGE DISTRICT**

**And**

**TAFT COLLEGE FACULTY ASSOCIATION  
CTA/NEA**

**2017-2020**

**Ratified: 07/12/2017**  
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**Terminating: 06/30/2020**

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## **ARTICLE 1 AGREEMENT**

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the **WEST KERN COMMUNITY COLLEGE DISTRICT** ("District") and the **TAFT COLLEGE FACULTY ASSOCIATION, CTA/NEA** ("Association"). This Agreement is entered into pursuant to Chapter 10.7, Sections 3540 et seq, of the Government Code ("Act").

## **ARTICLE 2 RECOGNITION**

- 2.1 The District recognizes the Association as the Exclusive Representative for the faculty bargaining unit identified by the District in its resolution dated May 5, 1976, which is attached as Appendix "A". Excluded from coverage under this Agreement are all other employees of the District.

## **ARTICLE 3 DEFINITIONS**

- 3.1 The definitions set forth in this Article apply to each Article and paragraph of this Agreement except where an individual Article or paragraph contains a specific and different definition of the same word or phrase.
- 3.2 "Academic year" shall mean the period from the first work day of the Fall semester to the last workday of the following Spring semester.
- 3.3 "District" or "employer" means the West Kern Community College District, its officers, agents, or representatives, or their respective designees.
- 3.4 "Faculty" refers collectively to all District employees who are included in the bargaining unit described in Appendix A.
- 3.5 "Faculty member" shall mean an individual employee who is included in the bargaining unit described in Appendix A.
- 3.6 "Fiscal year" shall mean the period from July 1 of one calendar year to June 30 of the following calendar year.
- 3.7 "Immediate family" shall mean the spouse and parents, step-parents, foster parents, legal guardians, children, foster children, step children, grandparents, grandchildren, sons and daughters-in-law, brothers or sisters of the faculty member or of the faculty member's spouse, or any person living in the immediate household of the faculty member. Under special circumstances a person who is not specifically listed may be included within the definition of "family" for purposes of utilizing applicable leave provisions of this Agreement, upon approval by the AEER committee.

- 3.8 "Regular faculty" or "regular faculty member" refers to the District's full-time contract (probationary) employees who are employed pursuant to Education Code sections 87605, 87608(b), or 87608.5(b) and tenured (permanent) employees who are employed pursuant to Education Code sections 87605 or 87609 collectively or individually.
- 3.9 "Temporary faculty" refers to part-time or adjunct faculty who are employed up to and including sixty-seven percent (67%) of a full-time equivalent faculty assignment in accordance with Education Code section 87482.5.

#### **ARTICLE 4**

### **PROFESIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

- 4.1 A faculty member who is a member of the Association, or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified Chapter/CTA/NEA dues or assessments in the Association. The authorization shall continue in effect from year to year unless revoked in writing.
- 4.1.1 The District shall deduct dues from the regular salary check of the faculty member each month for ten months. Deductions for faculty members who sign an authorization after commencement of the academic year shall be appropriately pro-rated to complete payments by the end of the current academic year.
- 4.1.2 With respect to all sums deducted, the District agrees promptly to remit monthly, within a reasonable time following the date of deduction. The remittance shall be accompanied by an alphabetical list of faculty members for whom the deductions have been made which indicates the amount deducted for each faculty member.
- 4.1.3 The Association agrees to furnish any information necessary for the District to fulfill the provisions of this Article.
- 4.2 Upon appropriate written authorization, the District shall process payroll deductions, annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the District.

#### **ARTICLE 5**

### **LEAVES OF ABSENCE**

- 5.1 General Provisions: A faculty member who receives a paid leave of absence, unless otherwise provided in this Article, shall receive wages and District fringe benefit contributions as if the faculty member were in regular status.

5.1.1 A faculty member who is on an unpaid leave during any pay period shall receive the District fringe benefit (health and welfare) contribution for the balance of the pay period.

Except as provided by paragraph 5.1.1, a faculty member shall be allowed to maintain fringe benefit coverage pursuant to the terms of the District's insurance plans by making payment of the applicable premium or premiums in the manner required by the District.

5.1.2 A faculty member must contact the appropriate Educational Administrator sufficiently in advance of returning from a leave in order to allow for any necessary assignment modifications.

5.1.3 A faculty member who is absent from work other than for days authorized by State Law or by the Agreement is absent without leave ("AWOL"). The District will deduct a salary amount equal to the ratio of days absent to the days of required annual service for unauthorized absences. In addition, a faculty member who is absent without leave, or who fails to return to work as scheduled, may be subject to disciplinary action.

5.1.4 At its discretion, the District may require a physician's verification of an illness or injury. The District may also require that a faculty member visit a physician, at District expense, to obtain a statement relative to the faculty member's ability to fulfill the responsibilities of the faculty member's position in a safe, healthful and satisfactory manner.

5.2 Sick Leave: Regular faculty shall earn and be credited with one (1) day of Sick Leave at full pay for each contractual month of employment. Each temporary faculty member shall earn Sick Leave credit proportionate to that earned by a regular faculty member. Except as otherwise provided in the Article, Sick Leave shall be used for an illness, injury, or pregnancy and childbirth that causes a faculty member to be unable to appear for work and to render service to the District.

5.2.1 Sick Leave will be credited as of the first scheduled workday of a faculty member's contract year. Unused Sick Leave shall be carried over from one year to the next.

5.2.2 Overload and Adjunct Sick Leave: Regular faculty shall earn and be credited with one (1) hour of sick leave for each 17 hours of assigned overload, teaching or non-teaching, during the summer intersession, fall and spring semesters.\* Temporary faculty shall earn and be credited with one (1) hour of sick leave for each 17 hours of assigned adjunct teaching or non-teaching during the summer intersession, fall and spring semesters.\*

\*Assignments paid by stipend are excluded.

Overload sick leave earned by regular faculty will be accumulated in a separate overload sick leave account and be carried over from one year to the next. Regular faculty will utilize any sick leave hours (including donations to the catastrophic leave fund) from the overload sick leave account first (with the exception of the (1) day of Personal Necessity Leave in section 5.4.3) before utilizing sick leave from their regular sick leave account. Regular faculty will be provided a report of accumulated sick leave hours in both their regular accounts and overload accounts by September 1<sup>st</sup> of each year.

Adjunct sick leave earned by temporary faculty will be accumulated in an adjunct sick leave account and be carried over from one year to the next. Temporary faculty will be provided a report of accumulated sick leave hours in their adjunct account by September 1<sup>st</sup> of each year.

5.3 Extended Sick Leave: One hundred (100) days of Extended Sick Leave will be provided in addition to a faculty member's current year's Sick Leave credit and Sick Leave that is carried over from the prior academic year, as follows:

5.3.1 After all Sick Leave at full pay has been used and additional absence due to illness, injury or pregnancy and childbirth is necessary, the faculty member shall be eligible to utilize up to one hundred (100) days of Extended Sick Leave at fifty percent (50%) of the faculty member's regular rate of pay.

5.3.2 Parental Leave (AB2393)

For the purposes of this article "parental leave" shall be defined as "leave for reason of the birth of a child of the faculty member, or the placement of a child with a faculty member in connection with the adoption or foster care of the child by the faculty member".

In order to be eligible for parental leave, the full-time or part-time faculty member must have been employed by the District for a period of at least 12 months prior to taking the leave. In the instance where both parents are faculty members, each faculty member will be entitled to the benefit of article 5.3.2.

Consistent with the California Family Rights Act (CFRA) (Govt. Code § 12945.2) and Education Code section 87780.1, eligible faculty members are entitled to twelve (12) workweeks of parental leave. Twelve (12) workweeks mean the equivalent of 12 of the faculty member's normally scheduled workweeks. Faculty members are only entitled to one 12-workweek period of parental leave in any 12-month period. Any leave taken must be concluded within one year of the birth or placement of the child with the faculty member. Parental leave may be split over two academic years. For example, if a child is placed with a faculty member on April 15 of one year and he/she uses five (5) weeks of parental leave during that academic year, he/she will have seven (7) remaining weeks to use the following academic year prior to April 15 of year two.

Once a faculty member on parental leave exhausts all available sick leave, including all accumulated leave, they become eligible to receive fifty percent (50%) of their regular salary for the remaining leave period. For example, a faculty member uses seven (7) weeks of sick leave and accumulated sick leave during his/her parental leave (assuming this exhausts all such available leave) is then eligible to receive 50% of their regular salary for the remaining five (5) weeks of the 12-week leave period. Parental leave shall run concurrently with any parental or bonding leave taken pursuant to CFRA such that the aggregate amount of leave taken pursuant to this section, section 87780.1 and CFRA shall not exceed twelve workweeks in a twelve-month period. All requirements of CFRA shall apply to leave taken under this section except that an employee is not required to have 1,250 hours of service with the District during the previous 12 month period in order to take parental leave pursuant to this section.

Parental leave does not have to be taken in one continuous 12-week period. The minimum duration of the leave shall be two weeks, except the District must grant a faculty member's request for a leave of less than two weeks duration on any two occasions and may grant additional requests. Parental leave and extended sick leave are separate and distinct benefits.

While out on parental leave the faculty member is entitled to receive any applicable health benefits the faculty member was receiving immediately before the commencement of the leave.

- 5.4 Personal Necessity Leave: A faculty member may elect to use not more than seven (7) days per academic year of unused Sick Leave for purposes of approved Personal Necessity Leave.
- 5.4.1 Utilization of the Leave shall be limited to circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention, and which cannot be dealt with during off-duty hours. When possible, the Leave shall be requested through, and approved by, the District in advance of utilization.
- 5.4.2 A faculty member may elect to use up to (10) Leave days per year for the illness of or injury to members of the immediate family.
- 5.4.3 One day of Personal Necessity Leave in an academic year will be utilized without the limitations of paragraph 5.4.1 and will not be deducted from Sick Leave.
- 5.5 Bereavement Leave: A faculty member may utilize paid Bereavement Leave for the death of any member of the immediate family. Leave provided in this paragraph will not be deducted from Sick Leave.
- 5.5.1 The Leave will be for no longer than three (3) consecutive days, except that if out-of-state travel is required, five (5) consecutive days will be authorized. If in-state travel in excess of 200 miles one way is required, four (4) consecutive days will be authorized.



- 5.5.2 Leave in addition to the days provided by this paragraph may be available by application of paragraph 5.4 inclusive.
- 5.5.3 Normally, the Leave shall commence within (7) calendar days from the date of the death of the family member and the days used shall be taken consecutively, unless authorization is obtained from the District.
- 5.6 Judicial and Official Appearance Leave: Judicial and Official Appearance Leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the initiation, connivance or misconduct of the faculty member as follows:
- 5.6.1 Jury Duty: A Leave without loss of salary shall be granted to a faculty member who is officially called for jury duty. Juror's fees, inclusive of mileage, received by the faculty member shall be retained by the faculty member.
- 5.6.2 Court Appearance: For any necessary court or agency appearances, the faculty member may utilize Personal Necessity Leave. However, if any court or agency appearance is required of a faculty member by the District, it shall be made without loss of pay and without charge to any other accrued leave benefits.
- 5.6.3 Dismissal Hearings: A faculty member, not under suspension, for whom a dismissal hearing is being held will be compensated at the regular rate for any absence(s) from regular duties while attending the hearing.
- 5.7 Child Rearing Leave: An unpaid Leave for a maximum of one (1) year (two (2) semesters) shall be granted upon request without pay to a faculty member for the purposes of child rearing, so long as the child is under five (5) years of age. An exception to this age limit would be considered if the faculty member adopts an older child who needs full-time care.
- 5.8 Military Leave: Military Leave shall be granted as required by the California Education Code and the California Military and Veterans' Code.
- 5.9 Sabbatical Leave: A faculty member may request a leave of absence under the Sabbatical Leave Program for study and/or travel.
- 5.9.1 Purpose - The purpose of a sabbatical leave is for the faculty member to focus on travel and/or study that will strengthen the contribution that a faculty member makes to students, the institution, and in support of the mission of the District and its educational program.
- 5.9.2 Eligibility - Faculty members who have served the District full-time for a period of six (6) consecutive years are eligible. An additional six (6) consecutive years of service are required for a subsequent sabbatical leave.

- 5.9.3 Leave Period - Sabbatical leave may be granted for a period of not less than one (1) semester nor more than two (2) semesters. A sabbatical leave shall fall within the semester dates as indicated on the District calendar.
- 5.9.4 Compensation - Compensation during the period of approved leave will be one hundred percent (100%) of salary, plus benefits for a one (1) semester leave, or fifty percent (50%) of salary, plus benefits for a two (2) semester leave. Compensation shall be paid in the same manner as if the unit member were on regular duty with the District.
- 5.9.5 Service - A sabbatical leave qualifies as service to the District.
- 5.9.6 Liability - The District shall be free from any liability for the payment to, or on behalf of, an employee for damages arising out of death or injury or illness of an employee or death, injury or illness to another caused by an employee while on sabbatical leave.
- 5.9.7 Forms - All forms and timeline information necessary for sabbatical leave are available through the Office of Instruction.
- 5.9.8 Timeline - At the beginning of each academic year, the Superintendent/President will announce the number of potential faculty sabbaticals to be offered, if any, in the following academic year.
- 5.9.8.1 By the end of the Spring In-service, faculty members will submit written sabbatical leave proposals for the following academic year to the Academic Employer-Employee Relations ("AEER") Committee for evaluation.
- 5.9.8.2 The Superintendent/President will forward recommendations to the Board of Trustees for the February Meeting of the Board.
- 5.9.8.3 The decision of the Board of Trustees to approve or disapprove sabbatical leaves will be rendered no later than the March Board Meeting.
- 5.9.8.4 If a sabbatical leave is approved, the faculty member will sign a Sabbatical Leave Certification by April 1.
- 5.9.8.5 If a sabbatical is denied, the faculty member has the option to schedule a meeting with the AEER Committee to ascertain why it was denied.
- 5.9.9 Rescission - A sabbatical leave may be rescinded by the employee no later than ninety (90) calendar days prior to the start of the semester(s) for which the sabbatical leave is scheduled.

- 5.9.10 Return - A faculty member has a guaranteed right to return to work in his/her prior position. Faculty who are granted leaves for retraining to fill specific staffing needs of the District may be reassigned to a different position based upon the needs of the District. Upon return, and as per the Sabbatical Leave Certification, the faculty member agrees to serve the District for a minimum period of time equal to twice the period of sabbatical leave taken.
- 5.9.11 Report - The faculty member must submit a written final Sabbatical Leave Report to the AEER Committee by the first day of in-service following the leave. The AEER Committee will review the material presented and make a determination as to whether the terms of the sabbatical leave have been met. If accepted, the written report will be disseminated District-wide to all faculty, including the Academic Senate. Separate oral presentations of the report will be made by the faculty member District-wide during in-service, and to the Board of Trustees at a regularly scheduled meeting of the Board.
- 5.9.12 Penalty - The faculty member agrees to repay monies paid for the sabbatical leave in the event that the AEER determines that the obligations of the leave have not been met. Failure to complete an approved sabbatical project, including the required report, shall result in complete reimbursement or reduction of reimbursement of sabbatical compensation as determined by the Superintendent/President or designee.
- 5.9.13 Waiver - The Superintendent/President or designee shall have the right to waive any provision of this agreement regarding sabbatical leaves providing it is in the best interest of both the District and the faculty member.
- 5.10 General Leave: A regular faculty member may be granted General Leave. If granted, the Leave will be without compensation and shall normally be for a period not to exceed two (2) semesters. Exception to the length of the Leave may be granted.
- 5.10.1 The District may approve continuation of fringe benefit coverage as provided herein during the period of the approved Leave should it be determined that the purpose of the Leave is in the best interest of the institution.
- 5.11 Association Leave: The Association shall have (10) days of Association Leave. A faculty member who utilizes the Leave on behalf of the Association shall remain on paid status. The Association agrees to provide coverage or to pay the cost of a substitute if a substitute is utilized.
- 5.11.1 At least five (5) days in advance of a Leave, the Association President shall notify the appropriate Vice President of the name of the Association representative or representatives who have been authorized to utilize the Leave and the date or dates of the Leave. In addition, the notification shall set forth the proposed class coverage arrangements. Unless the proposed class coverage arrangements are approved by the appropriate Vice President, a substitute will be utilized and compensated as provided herein.

## ARTICLE 6 WORKLOAD OBLIGATION

6.1 Teaching Load: The teaching load per academic year for regular instructional faculty shall not be less than the equivalent of thirty (30) equated semester hours of instruction. A faculty member shall not receive any reduction in compensation as a result of any imbalanced or unfilled annual teaching load. Other duties may be assigned to equal a full-time load in the event of an unfilled annual teaching load. Lecture hours and laboratory hours will be as stated in the course catalog. For purposes of workload calculation, a faculty member on medical leave for an entire semester is credited with 15 units.

6.1.1 For purposes of calculating teaching load, lecture hours (credit or non-credit\*) are calculated on a one-to-one (1:1) basis. \*0001 ESL Pre-level 1, 0010 ESL Level 1, 0020 Level 2, 0030 ESL Level 3, 0040 ESL Level 4, 0050 ESL Level 5, 0090 ESL for Early Child Ed, LRSK 0910 Basic Academic Preparation, LRSK 0911 Basic Academic Preparation in Spanish, TUTR 0260 Supervised Tutoring, all ILS courses 0010-0077. Laboratory courses will be classified as a general laboratory or an extensive laboratory. An extensive laboratory is a course in which laboratory components require extensive workload efforts that are equivalent to workload efforts in a lecture course. Unless specifically identified as an extensive laboratory through the curriculum review process that is in place for the affected academic year, a laboratory course shall be identified as a general laboratory.

6.1.1.1 A general laboratory hour is calculated at 75% of a lecture hour.

6.1.1.2 An extensive laboratory hour is calculated at 100% of a lecture hour.

6.1.1.3 Enrollment Limits: The enrollment limit for classes (distance learning and on-campus) is thirty-five (35) students. Faculty members may grant permission for additional students to enroll in a class over the enrollment limit, if space allows. The District may request additional students be enrolled in classes over the enrollment limit, if space allows. The District may request additional students be enrolled in classes over the enrollment limit, if space allows and it is determined that an enrollment error has occurred. In general, the thirty-five (35) student enrollment limit was designed to allow classes to fill to capacity with an anticipated attrition rate of up to five (5) student bringing the class size down to thirty (30) students for most classes.

6.1.1.3.1 Enrollment limits for some classes may be less than thirty-five (35) students due to curriculum guidelines or when scheduled in rooms with capacity limitations.

6.1.1.3.2 The enrollment limit for English classes (distance learning and on-campus) is thirty (30) students.

6.1.1.3.3 The enrollment limit for Science lab classes is twenty-four (24) students.

- 6.1.2 Once a faculty member's assigned teaching load equates to fifteen (15) hours for a given semester, each additional laboratory hour will be calculated at one hundred percent (100%) of a lecture hour.
- 6.1.3 Temporary or adjunct faculty members are paid hour for hour (1:1) when teaching a general lab, extensive lab or lecture course.
- 6.2 Workday: The workday of an instructional faculty member on a day when the faculty member is scheduled to teach will be determined based on the teaching schedule for the day. The workday for non-classroom faculty will average seven (7) clock hours, exclusive of a lunch period, five (5) days per week.
- 6.2.1 The workday on an instructional day when the faculty member is not scheduled to teach will be not less than seven (7) hours, exclusive of a lunch period.
- 6.2.2 The workday on graduation is a normal workday and shall include attendance at graduation which is a two (2) hour activity.
- 6.3 Work Year: Faculty who are full-time instructors shall be on responsible for instructional and other assigned duties for not less than one hundred seventy-five (175) days. Other faculty shall be on campus and responsible for regular and other assigned duties as contracted.
- 6.4 Other assigned duties of faculty members shall include program development, professional growth activities, committee assignments, meetings, student registration and recruitment activities and other professional assignments related to the educational program.
- 6.5 Assignments: The District shall post in an appropriate area and distribute to Division Chairpersons notices to inform of teaching assignments which may become available. Interested faculty who meet the minimum qualifications or equivalency may apply for available assignments. Tenured faculty shall be given first consideration.
- 6.5.1 A faculty member who qualifies with equally non-employee applicants in meeting the needs of the institution for a given assignment shall be appointed to that assignment.
- 6.5.2 A committee consisting of the Vice President of Instruction, the Vice President of Student Services, the appropriate Division Chair, and the Academic Senate President, or designees, shall review applications and recommend the appointment of faculty to the Superintendent/President.
- 6.5.3 All other extra-duty assignments or projects offered to faculty will be posted and follow the Human Resources selection process. Hours will be clearly defined and will include written outcomes. First consideration will be given to TC faculty. Emergency assignments will be made with AEER Committee approval.

6.5.3.1 The District shall consult with the Faculty Association President or his/her designee to receive a recommendation regarding the compensation of all grant funded extra-duty assignments to be filled by faculty. This process shall be completed prior to posting.

6.5.4 Reduced Workload Program: An academic employee will be allowed to reduce his or her workload from full-time to part-time pursuant to Education Code section 87483 and to maintain retirement benefits pursuant to Education Code section 22713 or Government Code section 20815. Statutory requirements are as follows: The employee shall have reached the age of 55 prior to the reduction of his or her workload; The employee shall have been employed in an academic position or a position requiring certification qualification, or both, for at least 10 years, of which the immediately preceding five years were full-time employment without a break in service, except as provided by Education Code section 87483(c); The option of part-time employment shall be exercised at the request of the employee and can be revoked only with the mutual consent of the District and the employee; The employee shall be paid a salary that is the pro rata share of the salary he or she would be earning had he or she not elected to exercise the option of part-time employment; The employee shall retain all other rights to and benefits for which he or she makes the payments that would be required had he or she remained in full-time employment; The employee shall receive health benefits as provided in Government Code section 53201 in the same manner as a full-time employee; The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's employment during his or her final year in a full-time position; The period of part-time employment for an employee who is subject to Education Code section 22713 shall not exceed 10 years; and The period of part-time employment for an employee who is subject to Government Code section 20815 shall not exceed 5 years and shall not extend beyond the end of the college year during which the employee reaches his or her 70<sup>th</sup> birthday.

6.5.4.1 Application Procedures: The employee must submit a Reduced Workload Program Agreement Application (available from Human Resources) to the District by October 1<sup>st</sup> of the college year prior to commencement of the reduced workload assignment; A Reduced Workload Contract, which specifies the terms and conditions of the employee's Reduced Workload Program shall be provided to the employee not less than 30 days following the District's receipt of the completed Application; and; The employee may withdraw an Application at any time prior to final agreement on the Reduced Workload Contract.

6.5.4.2 Once the District and an employee have entered into a Reduced Workload Contract, any modification of the Contract shall be only by mutual consent of the District and the employee.

6.5.4.3 Notwithstanding any other provision of this Agreement, an employee who has entered into Reduced Workload Contract shall participate in faculty non-teaching activities as required by the terms of the then-current District/Faculty Association Collective Bargaining Agreement for a full-time faculty member in a pro rata share of the reduced workload.

## 6.5.5 Adjunct/Temporary Faculty Assignment Procedures

In all cases, adjunct/temporary faculty instructional and non-instructional assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes, and no adjunct/temporary faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that adjunct/temporary faculty member.

### 6.5.5.1 Assignment of Adjunct/Temporary Faculty

Course offerings/assignments are created to best serve the students. Full-time faculty are assigned courses/assignments first. The Division chairperson has the primary responsibility for determining adjunct assignments for any remaining courses/assignments and making those recommendations to the supervising vice-president.

Priority consideration for adjunct assignments shall follow the order of criteria shown below:

- 1) results of adjunct faculty evaluations
- 2) availability, willingness, and expertise of adjunct faculty for specific assignments
- 3) number of sections of a specific course or number of specific non-instructional assignments in the preceding three (3) years
- 4) number of courses taught by adjunct faculty within the subject area or number of non-instructional assignments in the preceding three (3) years
- 5) length of service by adjunct faculty to Taft College

The Office of Instruction shall maintain the following information and provide the Division chairpersons with updated information no later than the end of the first week of each semester.

- 1) results of adjunct faculty evaluations (satisfactory or unsatisfactory) by division
- 2) number of sections of a specific course or number of specific non-instructional assignments in the preceding three (3) years
- 3) number of courses taught by subject area and semester or number of non-instructional assignments in the preceding three (3) years
- 4) length of service to Taft College (date of first faculty assignment)

### 6.5.5.2 Appeal Process

If an adjunct/temporary faculty member believes that this procedure has been violated, he/she may file a grievance pursuant to article 8.2 of the collective bargaining agreement.

### 6.5.6 Face-to-Face Teaching in Correctional Institutions

Faculty is not required to teach at correctional institutions. Faculty who are willing to teach a course or courses on a semester basis must complete and maintain the certification requirements for each correctional institution to be eligible to teach face-to-face or provide related services at that institution. (The only exception would be faculty that have duties at the correctional facilities as part of their current job descriptions.)

Faculty will be paid at the appropriate adjunct hourly rate for approved and required time spent to complete and maintain certifications.

Faculty who teach face-to-face or provide related services in a correctional institution are eligible for mileage reimbursement as per the current Taft College mileage policy.

Assignments for faculty who have completed the certification requirements to teach or provide related services at correctional institutions will be made through the same process as other faculty assignments.

Certification requirements for each correctional institution will be available in the Office of Instruction. A list of certified faculty for each institution will be maintained by the Office of Instruction.

6.6 Office Hours: Teaching faculty will schedule and be present for a total of five (5) hours per week at a time when classes are in session. Each faculty member shall develop an office hour schedule that is convenient both to the needs and schedules of their students and to the faculty member's teaching schedule

6.6.1 An office hour shall not be less than sixty (60) clock minutes. Office hours shall be posted at the entrance to the faculty member's office and shall be filed with the Vice President of Instruction at the start of each semester.

6.6.2 As provided by Education Code §87880 and subject to continued state funding, a temporary faculty member who has an assigned teaching load of sixty percent (60%) or greater has the option to schedule and hold one and a half (1-1/2) paid office hours per week. A temporary faculty who has an assigned teaching load of forty percent (40%) and less than sixty percent (60%) has the option to schedule and hold one (1) paid office hour per week. A temporary faculty who has an assigned teaching load of twenty percent (20%) but less than forty percent (40%) has the option to schedule and hold one half hour (1/2) paid office per week.

6.7 Division Chairs: The duties and responsibilities of the Division Chairs shall be determined by the Taft College Faculty Bargaining Committee and shall be listed in the Faculty Handbook.

6.8 Evaluation Process: The evaluation process (as approved 4/30/14) for contract and tenured faculty shall be detailed in the faculty handbook. The parties agree that if there is need for any substantial changes in the evaluation process, it shall be reopened for negotiations.



## ARTICLE 7 COMPENSATION

- 7.1 Insurance Benefits: The District shall provide health and welfare benefits for active full-time faculty members and their eligible dependents as follows: Payment of monthly premiums for District Options Plan C to include medical, prescription, employee assistance program (EAP), vision, dental with orthodontia and life insurance coverage. Active full-time faculty members and their eligible dependents may select District Option Plan B, however, the full-time faculty member shall pay the difference in cost between Plans B and C by monthly payroll deductions through the District's Section 125 plan. Further details regarding the health insurance benefits are described in Appendix F.
- 7.2 Faculty Salary Schedule: Placement on the Faculty Salary Schedule shall be based on earned college degrees and acceptable units of post-baccalaureate work. (see appropriate Salary Schedule - Appendix B1, B2, or B3)
- 7.2.1 In moving from one class to another, a faculty member will move laterally on the schedule to the next step (reflective of total service credit) in the new class.
- 7.2.2 Rules governing classification and placement of Vocational Instructors will be consistent with Title 5 and "Minimum Qualifications for Faculty & Administrators in California Community Colleges;" publication. (H.R. Div., CCC Chancellor's Office)
- 7.2.3 Service Credit: A service credit step shall be defined as one year of teaching experience and a recorded attendance of at least 75% of the two eligible committees to which the faculty member has been assigned, from the beginning of the school year in August through April 30<sup>th</sup> or a service credit step shall be defined as one (1) year of teaching experience and recorded attendance of at least 75% of the one (1) eligible committee to which the faculty member has been assigned and completion of at least 75% of approved alternative committee service from the beginning of the school year in August through April 30<sup>th</sup>.

An eligible committee is defined as an AEER approved committee that is scheduled to meet once a month or a minimum of ten (10) hours during the academic year. Alternative Committee Service is defined to be a minimum of ten (10) hours of mutually agreed upon service to the District. Alternative Committee Service must be pre-approved by the Supervising Educational Administrator and completed by the end of each academic year.

7.2.3.1 The Academic Senate President, the Vice President of Instruction, and/or the Vice President of Student Services shall jointly assign each faculty member to one (1) or two (2) eligible committees as defined in the faculty handbook, in order to satisfy this service credit requirement.

7.2.3.1.1 Each faculty member's committee assignments shall be listed on the faculty member's assignment sheet at the beginning of each semester.

7.2.3.1.2 All chairpersons of Taft College committees to which faculty members are assigned shall record the attendance of committee meetings and will provide a copy to the Office of Instruction by April 30<sup>th</sup> of each year.

7.2.3.1.3 It shall be the responsibility of each faculty member to ensure that his or her committee attendance is recorded.

7.2.3.1.4 A faculty member may serve on more than two (2) committees on a volunteer basis.

7.2.3.1.5 Each faculty member shall automatically be credited with one (1) step of service credit for each year of experience under contract unless the AEER committee shall determine that the faculty member has not met the service credit requirements for that year by:

1. Failure to teach the assigned load as listed on the assignment sheet, or
2. Failure to attend at least 75% of all committee meetings that the faculty member is assigned to and as listed on the assignment sheet, or
3. Failure to complete at least 75% of approved Alternative Committee Service.

7.2.3.1.6 Any faculty member denied service credit shall be ineligible for overload assignment for the next school year.

7.2.3.2 Accelerated Service: Accelerated service credit may be granted to Step 24 on the salary schedule as per paragraph 7.2.3.2.1. A faculty member will be placed on the appropriate service step based upon attainment of the requisite years of service.

7.2.3.2.1 Accelerated movement to Step 24 based on professional growth is an option for each faculty member. Accelerated movement may be achieved by completion of twelve (12) professional growth units to Step 24 provided by the District or a combination of in-service classes plus approved college level work, or by completion of approved college level work. A faculty member must satisfy the unit requirement by completing twelve (12) professional growth units, while the faculty member is in Class VII, Steps 4-17 for advancement to Step 24. When a faculty member completes the unit requirement and a complete academic year on Step 18, advancement to Step 24 shall be granted effective at the beginning of the employee's contract year.

7.2.3.3 The District will offer a three (3) semester unit in-service class for salary schedule or service credit each year during the term of this contract.

- 7.2.3.3.1 Excess credit may be applied to change in class where appropriate.
- 7.2.3.4 As set forth in this section, the following may constitute a satisfactory equivalent for the required college work. A satisfactory equivalent may be in the fields of travel, research, community service, work experience including college summer school teaching or In-Service training. Only in exceptional cases will this substitution fulfill all the college credit required.
- 7.2.3.4.1 Travel: Only trips of outstanding educational value will be considered.
- 7.2.3.4.2 Research: Includes work such as fact-finding in connection with gathering materials for publishing professional books, articles, etc., new course development or educational studies assigned by the Superintendent/President.
- 7.2.3.4.3 Community Service: Outstanding leadership in community affairs, which not only makes a real contribution to the community and the institution, but increases one's value as a faculty member.
- 7.2.3.4.4 Work Experience: Only work experience of outstanding educational value in related fields will be considered.
- 7.2.3.4.5 In-Service Training: Approved In-Service Training may be accepted.
- 7.2.3.4.6 Continuing Education Units: Approved pursuant to the AEER committee guidelines. One CEU Credit (10 hours class time) = 1/3 semester unit. \*\*In evaluating private instruction, 50 hours of instruction and practice are considered equivalent to one unit.
- 7.2.3.5 To request approval for salary credit units during the fall and spring semesters, a Salary Credit Request Form must be submitted to the appropriate supervising administrator no later than 5 business days after the first day the faculty member begins salary credit activities. The supervising administrator will notify the faculty member within 5 business days whether the request was approved or denied. Evidence of successful completion of approved salary credit activities must be submitted to the Human Resources Department on or before May 31 of the year in which the faculty member plans to apply the salary credit.
- 7.2.3.6 To request approval for salary credit units from June 1 to the Friday prior to the fall semester, a Salary Credit Request Form must be submitted to the appropriate supervising administrator no later than 5 business days after the first day the faculty member begins salary credit activities. The supervising administrator will notify the faculty member within 5 business days whether the request was approved or denied. Evidence of successful completion of approved salary credit activities must be submitted to the Human Resources Department on or before the Friday prior to the fall semester.
- 7.2.3.7 The Human Resources Department shall provide each full-time faculty member a report detailing their total salary credit units on or before May 10 of each academic year.

### 7.2.3.8 Professional Development Hours for Temporary (Adjunct) Faculty

Temporary (adjunct) faculty (excluding permanent, full-time faculty teaching overload, management and classified adjuncts) are eligible to earn professional development hours during any Fall or Spring semester they have a teaching assignment with the District. Professional development hours must be pre-approved by submitting the professional development form to the temporary faculty member's supervising Vice-President. The number of eligible paid professional development hours per semester is based on the number of hours a temporary faculty member teaches per week. If a temporary faculty member's load equals 9 hours per week, then up to 9 hours of professional development can be paid per semester. Professional development hours are compensated during the final pay period of each semester. If a temporary faculty member earns more professional development hours during one semester than their load, the excess hours can be banked for up to one year and paid out during subsequent semesters, provided the temporary faculty member has a teaching assignment with the District.

Temporary (adjunct) faculty (excluding permanent, full-time faculty teaching overload, management and classified adjuncts) are eligible to earn professional development hours during any Fall or Spring semester they have a counseling assignment with the District. Professional development hours must be pre-approved by submitting the professional development form to the temporary faculty member's supervising Vice-President. The number of eligible paid professional development hours per semester is based on the number of hours a temporary faculty member is working as an adjunct counselor per week. (See table below). If a temporary counseling faculty member is employed greater than 14 hours but less than or equal to 21 hours per week, then up to 6 hours of professional development can be paid per semester. Professional development hours are compensated during the final pay period of each semester. If a temporary counseling faculty members earns more professional development hours during one semester than they are eligible for, the excess hours can be banked for up to one year and paid out during subsequent semesters, provided the temporary faculty member has a counseling assignment with the District.

<b>Adjunct Counselor Hours</b>	<b>Eligible Professional Development Hours</b>
$28 < x \leq 35$	10
$21 < x \leq 28$	8
$14 < x \leq 21$	6
$7 < x \leq 14$	4
$0 < x \leq 7$	2

Examples of eligible professional development activities and the form are available on the Taft College website under the Faculty resources tab.

- 7.2.4 Persons Entering the System: A first-year member will be initially placed within a classification according to the maximum academic coursework achievement at the time they enter the service of the West Kern Community College District. Advancement in classification (lateral movement on the salary schedule) may be achieved by taking the additional work necessary to meet the qualifications of the next higher class.
- 7.2.4.1 Related experience (other than that referred to in 7.2.2) previous to employment by the West Kern Community College District shall be credited on the basis of year for year actual experience time up to eight (8) steps on the salary schedule.
- 7.2.4.2 All degrees and units shall be from an accredited institution.
- 7.2.4.3 Exception upward to the regular schedule may be made at the discretion of the District when supply and demand or other conditions make it advisable.
- 7.2.5 Prior Experience or Professional Training: A faculty member who claims prior experience or professional training shall be responsible for obtaining official statements and records for the District. The District will evaluate the statements and records. The faculty member shall substantiate all credits to be applied for salary placement purposes during the following year by providing transcripts of record to the District.
- 7.2.5.1 Credit for military service will be given to those faculty members who met minimum qualifications prior to entering military service. Credit shall be given at the rate of one year's credit for two years of military service.
- 7.2.6 Persons Teaching Adjunct/Overload: A first year adjunct and full-time faculty member teaching an overload assignment, will initially be placed on Step 1 of the Hourly Rate portion of the Extra Duty Compensation Faculty Salary Schedule, Appendix B-1. The regular and temporary faculty member shall teach two (2) semesters prior to advancing to the next Step.
- 7.2.6.1 Related experience previous to employment by the West Kern Community College District shall be credited on the basis of a year for year actual experience time up to Step 3 on the Hourly Rate portion of the Extra Duty Compensation Faculty Salary Schedule, Appendix B-1. Related experience can be prior teaching experience or professional/industry experience related to the subject being taught.
- 7.3 Faculty Salaries: The salary schedules for regular and temporary faculty are attached to this Agreement as Appendix B1, B2 and B3.
- 7.3.1 To establish a salary schedule effective July 1<sup>st</sup> of each contract year, the Frey Report issued in the same contract year will be used to set the minimum salary schedule increase by averaging the non-doctorate maximum at step 20 matrix, ranks 30-36 as compared to step 18 in the most current TC salary schedule. The goal is to target salaries at a future rank of 36.
- 7.3.2 Step and column increases shall be granted as of each July 1 for the term of this Agreement.

7.3.3 A faculty member who is appointed to an extra-duty assignment that is in addition to the faculty member's regular assigned workload shall be compensated in accordance with the applicable provisions of Appendix B-1. The District reserves the right to compensate a faculty member for an extra-duty assignment by reducing the faculty member's regular assigned teaching load or other job assignment, provided the load reduction dollar factor shall be not less than the stipend amount.

7.3.4 A faculty member who is employed on an eleven (11) month or twelve (12) month contract shall be paid based on Appendix B-2 or B-3, as appropriate.

7.3.5 A faculty member who is assigned in excess of thirty (30) equated semester hours in an academic year will be compensated on the hourly rate schedule in Appendix B-1.

7.3.6 Adjunct Faculty Course Outline of Record Development Assignment: Adjunct Faculty assigned to make minor revisions to Course Outline of Record (COR) shall be compensated 3 hours on the hourly rate schedule in Appendix B-1. Adjunct Faculty assigned to make major revisions to existing COR or development of new COR shall be compensated 5 hours on the hourly rate schedule in Appendix B-1. The Vice President of Instruction and the appropriate Division Chair shall determine the COR classification: 1) major; or 2) minor.

7.3.7 Club Advisor Stipends: One (1) full-time or adjunct faculty member per club, up to a maximum of eight (8) clubs, excluding ASB, PTK and SADHA, will be compensated as listed on the extra duty page B-1 per academic year utilizing the process as described in the Faculty Handbook.

7.3.8 Division Chairperson Annual Stipends: Division Chairpersons will receive 20% release time for purposes of performing the Division Chairperson duties. Division Chairpersons shall also receive an annual stipend, paid monthly. The stipend is based upon the total full-time equivalent teaching faculty ("FTEF"), including adjunct faculty, in the chairperson's division.

7.3.8.1 Effective July 1, 2015 the Division Chairperson Annual Stipends will be as follows:

<b>FTEF</b>	<b>Stipend Amount</b>
0-10	See Extra Duty Page B-1
>10-20	See Extra Duty Page B-1
>20+	See Extra Duty Page B-1

7.3.8.2 FTEF will be recalculated by March 1 each year by the Office of Instruction by adding the previous calendar year's spring, summer and fall FTEF and dividing by two (2) for the purpose of determining the stipend amount for the following fiscal year.

7.4 Retiree Health Benefits Program: The District shall make a contribution for the health benefit program on behalf of a regular faculty member who has retired from District employment into the State Teachers Retirement System ("STRS") or Public Employees Retirement System ("PERS") as follows:

	Employee Hire Date			
	On or Before 8/15/2002	8/16/2002 - 4/30/2010	On or After 5/1/2010	On or After 5/1/2016
<b>Years of Service &amp; Age Requirement</b>	10	20 @ Age 55 or 15 @ Age 60	20 @ Age 55 or 15 @ Age 60	20
<b>Length of District Paid Benefit</b>	Life of Retiree	Life of Retiree	Retiree Age 65	Up to 5 years or Retiree Age 65
<b>Includes Dependents</b>	Yes, for Life of Retiree	Yes, for Life of Retiree	Yes, to Retiree Age 65	Yes, up to 5 years or Retiree Age 65

7.4.1 A regular faculty member hired on or before 8/15/2002 who was employed by the District for at least ten (10) complete academic years and his/her eligible dependents shall be eligible to participate in a District paid health benefits program from the time of retirement for the life of the retiree. For the purpose of this Retiree Health Benefits Program, a "complete academic year" is a year in which a faculty member serves at least 75 percent of the number of instructional days within the District. A Board approved leave of absence shall not constitute a break in service with regard to an employee serving a complete academic year. The contribution shall be the same amount as the District's monthly health benefits program contribution for a regular faculty member who has not retired. (See Appendix F)

A regular faculty member hired on 8/16/2002, or thereafter through 4/30/10 who was employed by the District for at least twenty (20) complete academic years and who is age 55 or older, or who was employed by the District for at least fifteen (15) complete academic years and who is age 60 or older and his/her eligible dependents shall be eligible to participate in a District paid health benefits program from the time of retirement for the life of the retiree. For the purpose of this Retiree Health Benefits Program, a "complete academic year" is a year in which a faculty member serves at least 75 percent of the number of instructional days within the District. A Board approved leave of absence shall not constitute a break in service with regard to an employee serving a complete academic year. The contribution shall be the same amount as the District's monthly health benefits program contribution for a regular faculty member who has not retired. (See Appendix F)

A regular faculty member hired on 5/1/2010 or thereafter through 4/30/2016 who was employed by the District for at least twenty (20) complete academic years and who is age 55 or older, or who was employed by the District for at least fifteen (15) complete academic years and who is age 60 or older and his/her eligible dependents shall be eligible to participate in a District paid health benefits program until the retiree reaches 65 years of age. For the purpose of this Retiree Health Benefits Program, a "complete academic year" is a year in which a faculty member serves at least 75 percent of the number of instructional days within the District. A Board approved leave of absence shall not constitute a break in service with regard to an employee serving a complete academic year. The contribution shall be the same amount as the District's monthly health benefits program contribution for a regular faculty member who has not retired. (See Appendix F)

A regular faculty member hired on 5/1/2016 or thereafter, who was employed by the District for at least twenty (20) complete academic years and his/her eligible dependents shall be eligible to participate in a District paid health benefits program for up to five (5) years or until the retiree reaches 65 years of age. In order to receive the health benefits a 2.5% annual premium is required. (Example: Current benefit package cost \$20,000.  $\$20,000 \times .025 = \$500$  per year or \$41.67 per month.) For the purpose of this Retiree Health Benefits Program, a "complete academic year" is a year in which the faculty member serves at least 75 percent of the number of instructional days within the District. A Board approved leave of absence shall not constitute a break in service with regard to an employee serving a complete academic year. The contribution shall be the same amount as the District's monthly health benefits program contribution for a regular faculty member who has not retired. Hire date is defined as the employee's first paid date of service. (See Appendix F)

Any regular faculty member who has retired from the District and is ineligible or becomes ineligible for District provided retiree benefits has the option to continue on the District health benefit program or the District supplemental program at the employee's cost.

7.4.1.1 A retiree or eligible dependent who is covered by the provisions of paragraph 7.4.1 and who reaches the age of 65 or becomes eligible for Medicare, whichever occurs first, must enroll in and pay the cost of Medicare A and B at the time of eligibility or the District contribution set forth in paragraph 7.4.1 shall be terminated immediately.

7.4.1.2 Upon enrollment in Medicare A and B, the District's monthly medical insurance contribution shall be reduced to the amount necessary to provide the AARP, Plan F Medicare Supplement insurance program. (See Appendix G)

7.4.2 A retiree, as a condition of receiving the medical insurance contribution benefit under paragraph 7.4, inclusive, must maintain continuous medical insurance coverage and eligibility pursuant to the provisions of current District medical insurance plans.



7.4.3 All faculty members retiring between the ages of 55 to 63 have the option to opt out of retiree health benefits and receive a one-time cash incentive based on the current dollar amount for active employees as shown in the table below:

Age at Retirement	20% of current dollar amount of active employee health benefit package
55	Multiplied by 9
56	Multiplied by 8
57	Multiplied by 7
58	Multiplied by 6
59	Multiplied by 5
60	Multiplied by 4
61	Multiplied by 3
62	Multiplied by 2
63	Multiplied by 1

(Example: Assume current benefit package is \$20,000. 20% of \$20,000 is \$4,000. A 58-year old faculty member retires and opts out of retiree health benefits. For opting out the faculty member receives a one-time cash payout of \$24,000.)

Note: Once a faculty member accepts the incentive to opt out of the retiree health benefit program, they will not be able to opt back in.

7.5 Longevity Program: A regular faculty member who has completed fifteen (15) but not more than twenty (20) years of full-time service with the West Kern Community College District "District" shall receive a total of a 1% increase to their base salary as determined by the salary schedule. A regular faculty member who has completed twenty (20) but not more than twenty-five (25) years of full-time District service shall receive a total of a 2% increase to their base salary as determined by the salary schedule. A regular faculty member who has completed twenty-five (25) years or more of full-time District service shall receive a total of a 6% increase to their base salary as determined by the salary schedule.

Years of Service	Increase to Base Salary
16 to 20	1%
21 to 25	2%
26 plus	6%

## ARTICLE 8 EMPLOYER-EMPLOYEE RELATIONS

8.1 TCFCBC: The District and the Association have formed the Taft College Faculty Collective Bargaining Committee for the purpose of maintaining a channel of communication between the District and the Association. The TCFCBC process provides a forum for discussion of all matters related to the relationship between the District, as the employer, and the Association, as the exclusive representative of the faculty with regard to wages, hours, and other terms and conditions of employment as that phrase is defined in the Educational Employment Relations Act. In addition, TCFCBC shall be utilized to attempt to resolve any claim of a violation of the terms of the Agreement.

- 8.1.1 TCFCBC shall be composed of up to seven (7) members appointed by the Faculty Association President and up to seven (7) members appointed by the Superintendent/President. TCFCBC will meet monthly, or as otherwise scheduled by mutual agreement.
- 8.1.2 Any agreement reached by the TCFCBC that adds to, subtracts from, or otherwise is intended to alter or amend the terms of this Agreement shall be reduced to writing.
- 8.2 AEER: The Academic Employer-Employee Relations committee is a joint committee that (1) reviews issues which might constitute grievances prior to the matter being referred to the TCFCBC group, (2) studies salary schedule credit and makes recommendation to the Superintendent/President, (3) reviews a faculty member's request for compensation for additional duties and, (4) reviews a faculty member's request to apply Continuing Education Units (CEUs) toward salary hurdle or salary class changes pursuant to guidelines, as set forth in Article 7, paragraph 7.2.3.4.6. The CEU guidelines shall not be modified except by mutual agreement between the District and the Association.
- 8.2.1 The AEER committee is composed of up to three (3) members appointed by the Association President and up to two (2) members appointed by the Superintendent/President. The committee meets on an as-needed basis.

## **ARTICLE 9 COMPLETION OF MEET AND NEGOTIATION**

- 9.1 It is agreed that the specific provisions contained in the Agreement are a true and precise representation of all agreements reached by the parties. Except as provided by Article 8, during the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though the subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though the subjects or matters were proposed and later withdrawn. The parties may reopen any provision of this Agreement by mutual agreement.

## **ARTICLE 10 TERM AND RENEGOTIATION**

- 10.1 This Agreement replaces and supersedes the prior agreement of the parties which was in effect, for the period from July 1, 2014 through June 30, 2017.

## **ARTICLE 11 CONCERTED ACTIVITIES**

- 11.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in activity proscribed by this Article.

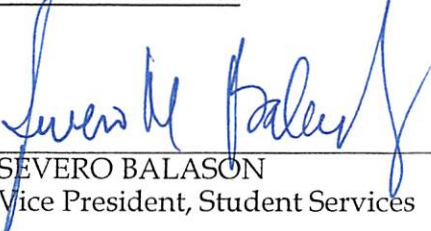
11.1.1 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all faculty members to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by faculty members who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those faculty members to cease engaging in the proscribed activity.

## **ARTICLE 12 SAVINGS PROVISION**


12.1 If any provision or provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, the provisions will not be deemed valid and subsisting except to the extent permitted by law. All other provisions of this Agreement will continue in full force and effect.


RECOMMENDED FOR RATIFICATION


For the District:

  
SEVERO BALASON  
Vice President, Student Services

  
DR. DEBRA DANIELS  
Superintendent/President

  
BROCK McMURRAY  
Executive Vice President, Administrative Services

  
DR. ROBERT J. METEAU  
Associate Vice President, Human Resources

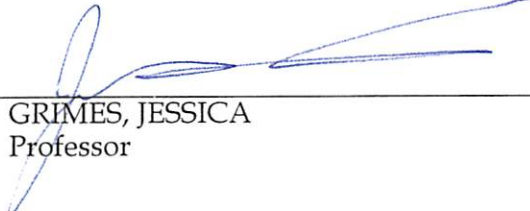
  
MARK WILLIAMS  
Vice President, Instruction

For the Exclusive Representative:

  
ADAM BLEDSOE  
Professor

  
JOE'LL CHAIDEZ  
Professor

  
DR. GREG GOLLING  
Professor

  
GRIMES, JESSICA  
Professor

  
DIANE JONES  
Professor/ Association President

  
MICHAEL MAYFIELD  
Professor/ Association Vice President

  
RUBY PAYNE  
Professor

**RATIFIED**

By their signatures below, the signatories certify that they are the authorized representatives of either the District or the Exclusive Representative as the contracting parties; that all actions necessary for the District or the Exclusive Representative to ratify and accept the Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law; and that this Agreement is hereby entered into without the need for further ratification and acceptance.

**WEST KERN COMMUNITY COLLEGE  
DISTRICT**

*Billy White*

\_\_\_\_\_  
BILLY WHITE  
President, Board of Trustees

*Dawn Cole*

\_\_\_\_\_  
DAWN COLE  
Secretary, Board of Trustees

DATED: 7-12-17

**TAFT COLLEGE FACULTY  
ASSOCIATION, CTA/NEA**

*Diane Jones*

\_\_\_\_\_  
DIANE JONES  
President

DATED: 7-12-17

**APPENDIX A  
RESOLUTION**

WHEREAS: The Board of Trustees of the West Kern Community College District has received a written request, pursuant to Chapter 961, California Statutes 1975, from the Taft College Faculty Association for CTA/NEA to be recognized as the exclusive representative of a unit of employees of this district which includes all full-time certificated employees and part-time employees and which excludes all administrative employees; and

WHEREAS: Pursuant to Chapter 961, California Statutes 1975, said employee organization has submitted satisfactory evidence that a majority of the employees in the above-described unit have supported and authorized such request for recognition; therefore be it

RESOLVED: That the Board of Trustees of the West Kern Community College District, in accordance with the provisions of Chapter 961, California Statutes 1975, (Government Code Sections et seq.), hereby recognizes the Taft College Faculty Association as the exclusive representative of a unit of employees of this district which includes all full-time certified employee and part-time employees and which excludes all administrative employees.

The Board of Trustees reserves the right to change this unit for employee representation should present legislation be amended to permit separate units for full-time and part-time employees.

The foregoing Resolution was adopted at a duly called meeting of the Board of Trustees of the West Kern Community College District on May 5, 1976.

Signed/ Harry W. Furman  
Board President

Signed/ Charles R. Scott  
Board Member

Signed/ Mel Stewart  
Board Member

Signed/ John J. Miller  
Board Member

Signed/ R. G. Mundy  
Board Member

**WEST KERN COMMUNITY COLLEGE DISTRICT**  
**ACADEMIC SALARY SCHEDULE 2016-17 (1.59%)**  
**(Including Addendum to 2014-2017 Agreement)**

**10 Month Schedule (175-DAY)**

	(1)						
	Class I	Class II BA + 15	Class III BA + 30	Class IV BA + 45	Class V BA + 60 Incl MA	Class VI BA + 75 Incl MA	Class VII BA + 90 Incl MA
1	\$48,067	\$50,514	\$52,960	\$55,406			
2	\$50,824	\$53,270	\$55,715	\$58,163			
3	\$53,580	\$56,026	\$58,472	\$60,793	\$63,363		
4	\$56,335	\$58,782	\$61,227	\$63,673	\$66,120	\$68,566	\$71,012
5	\$59,092	\$61,537	\$63,983	\$66,430	\$68,875	\$71,321	\$73,767
6	\$61,847	\$64,293	\$66,739	\$69,185	\$71,631	\$74,076	\$76,524
7	\$64,604	\$67,049	\$69,495	\$71,941	\$74,387	\$76,833	\$79,279
8	\$67,358	\$69,804	\$72,250	\$74,697	\$77,143	\$79,588	\$82,034
9	\$70,114	\$72,560	\$75,007	\$77,452	\$79,898	\$82,344	\$84,791
10	\$73,451	\$75,316	\$77,762	\$80,207	\$82,655	\$85,100	\$87,546
11		\$78,071	\$80,517	\$82,964	\$85,410	\$87,856	\$90,301
12			\$83,274	\$85,720	\$88,165	\$90,612	\$93,058
13				\$88,475	\$90,922	\$93,368	\$95,813
14				\$89,233	\$91,679	\$94,125	\$96,571
15				\$91,737	\$94,230	\$96,723	\$99,216
16				\$92,511	\$95,002	\$97,494	\$99,988
17				\$93,284	\$95,773	\$98,267	\$100,760
18				\$94,058	\$96,545	\$99,038	\$101,532
24				\$99,571	\$102,106	\$104,677	\$107,167

An employee with an earned doctorate is to be compensated to the extent of \$3,622.77 added to their base pay .

**Longevity Program:**

- An employee with 16 - 20 years of District Service receives 1% added to their base pay
- An employee with 21 - 25 years of District Service receives 2% added to their base pay
- An employee with 26 plus years of District Service receives 6% added to their base pay

Acceleration from step 18 to 24 requires 12 semester units of coursework

- The 12 semester units must be earned in Class VII, Steps 4-18

(1) Includes current employees with Bachelors + 45 semester units. Masters is required of all employees beyond Step 13.

**Historical Notes**

- 1.59% Salary Schedule Increase effective 7/1/16, Board Approved 10/12/16
- 1.02% COLA effective 7/1/15, Board Approved 9/9/15
- 0.85% COLA effective 7/1/14, Board Approved 8/13/14
- 1.57% COLA plus 0.43% effective 7/1/13, Board Approved 10/09/13
- 1.8% Salary Schedule increase effective 7/1/11, Board Approved 3/8/12
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- 4.4% COLA effective 7/1/07, Board Approved 6/14/07
- 5.87% COLA plus 3% Effective 7/1/06, Board Approved 6/14/06
- 3.81% COLA Effective 7/1/05, Board Approved 6/8/05



**WEST KERN COMMUNITY COLLEGE DISTRICT**  
**ACADEMIC SALARY SCHEDULE 2016-17 (1.59%)**  
(Including Addendum to 2014-2017 Agreement)

11 Month Schedule

(1)

	Class I	Class II BA + 15	Class III BA + 30	Class IV BA + 45	Class V BA + 60 Incl MA	Class VI BA + 75 Incl MA	Class VII BA + 90 Incl MA
1	\$52,875	\$55,567	\$58,257	\$60,948			
2	\$55,908	\$58,598	\$61,288	\$63,980			
3	\$58,939	\$61,629	\$64,320	\$66,874	\$69,701		
4	\$61,969	\$64,661	\$67,351	\$70,042	\$72,733	\$75,424	\$78,114
5	\$65,002	\$67,692	\$70,382	\$73,074	\$75,764	\$78,455	\$81,145
6	\$68,033	\$70,724	\$73,414	\$76,105	\$78,795	\$81,486	\$84,177
7	\$71,066	\$73,755	\$76,445	\$79,136	\$81,827	\$84,517	\$87,208
8	\$74,095	\$76,786	\$79,476	\$82,168	\$84,858	\$87,549	\$90,239
9	\$77,127	\$79,817	\$82,509	\$85,199	\$87,889	\$90,580	\$93,271
10	\$80,798	\$82,849	\$85,539	\$88,229	\$90,922	\$93,612	\$96,302
11		\$85,880	\$88,570	\$91,262	\$93,952	\$96,643	\$99,333
12			\$91,603	\$94,293	\$96,983	\$99,675	\$102,366
13				\$97,324	\$100,016	\$102,706	\$105,396
14				\$98,158	\$100,849	\$103,539	\$106,229
15				\$100,913	\$103,654	\$106,397	\$109,140
16				\$101,764	\$104,504	\$107,245	\$109,988
17				\$102,614	\$105,352	\$108,096	\$110,838
18				\$103,465	\$106,201	\$108,944	\$111,687
24				\$109,530	\$112,318	\$115,147	\$117,885

An employee with an earned doctorate is to be compensated to the extent of \$3,622.77 added to their base pay .

\* Longevity Program:

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- An employee with 21 - 25 years of District Service receives 2% added to their base pay
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\* Acceleration from step 18 to 24 requires 12 semester units of coursework

- The 12 semester units must be earned in Class VII, Steps 4-18

(1) Includes current employees with Bachelors + 45 semester units. Masters is required of all employees beyond Step 13

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**WEST KERN COMMUNITY COLLEGE DISTRICT**  
**ACADEMIC SALARY SCHEDULE 2016-17 (1.59%)**  
(Including Addendum to 2014-2017 Agreement)

12 Month Schedule

	(1)						
	Class I	Class II BA + 15	Class III BA + 30	Class IV BA + 45	Class V BA + 60 Incl MA	Class VI BA + 75 Incl MA	Class VII BA + 90 Incl MA
1	\$57,681	\$60,618	\$63,553	\$66,488			
2	\$60,990	\$63,925	\$66,859	\$69,796			
3	\$64,297	\$67,232	\$70,167	\$72,953	\$76,036		
4	\$67,602	\$70,539	\$73,473	\$76,408	\$79,345	\$82,280	\$85,215
5	\$70,910	\$73,846	\$76,780	\$79,716	\$82,651	\$85,586	\$88,521
6	\$74,217	\$77,152	\$80,087	\$83,023	\$85,958	\$88,893	\$91,829
7	\$77,526	\$80,459	\$83,394	\$86,330	\$89,265	\$92,200	\$95,136
8	\$80,831	\$83,765	\$86,701	\$89,637	\$92,572	\$95,507	\$98,442
9	\$84,137	\$87,072	\$90,009	\$92,944	\$95,879	\$98,813	\$101,750
10	\$88,142	\$90,380	\$93,315	\$96,250	\$99,187	\$102,121	\$105,056
11		\$93,686	\$96,621	\$99,558	\$102,492	\$105,428	\$108,363
12			\$99,930	\$102,864	\$105,799	\$108,736	\$111,671
13				\$106,170	\$109,107	\$112,042	\$114,977
14				\$107,081	\$110,016	\$112,951	\$115,886
15				\$110,086	\$113,077	\$116,068	\$119,061
16				\$111,014	\$114,003	\$116,994	\$119,986
17				\$111,942	\$114,929	\$117,922	\$120,913
18				\$112,870	\$115,855	\$118,847	\$121,839
24				\$119,486	\$122,528	\$125,615	\$128,600

An employee with an earned doctorate is to be compensated to the extent of \$3,622.77 added to their base pay .

\* Longevity Program:

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**WEST KERN COMMUNITY COLLEGE DISTRICT**  
**ACADEMIC SALARY SCHEDULE 2016-17 EXTRA DUTY COMPENSATION (1.59%)**

(Including Addendum to 2014-2017 Agreement)

**HOURLY RATE (ADJUNCT, SUMMER SESSION AND OVERLOAD)\***

Step 1	\$56.68
Step 2	\$59.37
Step 3	\$66.60

**ATHLETIC ASSIGNMENTS (WHEN NOT A PART OF LOAD OR OVERLOAD)**

Head Men's Baseball Coach	
Head Women's Basketball Coach	
Head Men's Golf Coach	
Head Women's Golf Coach	
Head Men's/Women's Soccer Coach	Stipend equal to the hours of attendance at the appropriate hourly rate.**
Head Women's Softball Coach	
Head Women's Volleyball Coach	

	Maximum per Assistant	Maximum per Sport
Men's Baseball Assistant(s)	\$4,600.10	\$13,800.27
Women's Basketball Assistant(s)	\$4,600.10	\$6,900.14
Men's Golf Coach Assistant	\$4,600.10	\$6,900.14
Women's Golf Coach Assistant	\$4,600.10	\$6,900.14
Men's/Women's Soccer Assistant(s)	\$4,600.10	\$9,200.18
Women's Softball Assistant(s)	\$4,600.10	\$6,900.14
Women's Volleyball Assistant(s)	\$4,600.10	\$6,900.14

Coaches as Class B Drivers - \$19.21/hour

**OTHER ACADEMIC ASSIGNMENTS**

	FTEF*	
Division Chairperson	0-10	\$8,297.57
20% Release Time + Stipend	>10-20	\$9,482.93
* FTEF will be recalculated by March 1 each year	>20+	\$10,668.29

Academic Senate - 50% Release Time - (AB 1725 funded)

Faculty Association President - 20% Release Time

Student Learning Outcome (SLO) Coordinator-50% Release Time (when position is assigned to faculty member)

Accreditation Liaison Officer - 3 hours for each week of the fall & spring semesters & summer session at the appropriate hourly rate

CDC Director Grant Writing Stipend (currently inactive)	\$4,741.46
Coordinator of Art Gallery	\$1,397.09
Student Newspaper Advisor	\$1,148.90
College Concurrent Program Advisor***	

Adjunct Faculty Course Outlines of Records (COR) Development

    Minor revision to COR - 3 hours at the appropriate hourly rate

    Major revision to COR or New COR - 5 hours at the appropriate hourly rate

**CLUB ADVISOR ASSIGNMENTS**

Associated Student Body Advisor (ASB)***	
Phi Theta Kappa Advisor (PTK)***	
Student American Dental Hygiene Association Advisor (SADHA)	\$1,612.03
International Club Advisor	\$7,473.89
<b>Club Advisor (Maximum of 8 per academic year)</b>	<b>\$1,642.02</b>

\* Includes equity

\*\* In addition to \$2,727.83/yr. for off-season duties, meetings and recruiting

\*\*\* Advisor has the choice to receive 1 hr per week at the appropriate hourly rate or credit for two committee assignments

**Historical Notes**

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3.81% COLA Effective 7/1/05, Board Approved 6/8/05

T.Rowden 9/1/16

## APPENDIX C FACULTY SERVICE AREAS

In accordance with the provisions of Education Code Sections 87743.2 and 87743.5 the District shall establish Faculty Service Areas (FSAs) and shall establish competency criteria for faculty members employed by the District. The District's list of FSAs is on file in the offices of Vice Presidents and Associate Vice President of Human Resources, Division Chairs, the Academic Senate President, and the Faculty Association President.

When any reduction in the faculty is required, the applicable provisions of the Education Code shall be followed. No permanent or probationary faculty member shall be laid off while any faculty member with less seniority is retained to render a service in a FSA in which any senior faculty member is qualified to perform. (Education Code Sections 87743-87761, inclusive and Sections 87414-87415.) The following regulations shall guide the process of faculty assignments into FSAs:

- A. Each faculty member shall qualify for one or more faculty service areas at the time of initial employment. A faculty member shall be eligible for qualification in any faculty service area in which the faculty member has met both minimum qualifications pursuant to Education Code Section 87356 and District competency standards.
- B. The FSA Committee shall consist of the Academic Senate President, the Faculty Association President, the Vice President of Instruction, and the appropriate Division Chair and Associate Vice President of Human Resources. The FSA Committee shall assign each new faculty member into one or more FSAs at the initial time of hire.
- C. After initial FSA assignment, a faculty member may apply to the FSA Committee for assignment to an additional FSA for which faculty member either holds a California Community College Credential encompassing the discipline, or has met the minimum qualifications as set forth by the Board of Governors Minimum Qualifications for Faculty and Administrators in California Community Colleges.
- D. An application to be added to an FSA must be received on or before October 1 by Associate Vice President of Human Resources in order to be considered in layoff proceedings in the academic year in which the application is received. The FSA Committee will respond with a decision by November 30 of the same year.
- E. A record of FSAs and faculty members who have been assigned to each FSA shall also be maintained by the FSA committee.
- F. A faculty member shall be deemed competent to render service in a service area if he or she fulfills at least one of the conditions in paragraph C, above, or has specialized skills that the FSA Committee and the District agree make the faculty member competent to render service.
- G. A faculty member shall be given written notification of the initial FSA assignment and of any subsequent FSA assignment changes.

## APPENDIX D RETRAINING

Retraining faculty member with a new teaching competency is one of several approaches which may be offered by the District in a variety of employment situations.

- A. When fiscal circumstances and budget restraints require consideration of staff reductions or the reallocation of staff resources, retraining options (as well as resignation and/or retirement program options) shall be considered. The goal of the options should be to mitigate the impact of the fiscal circumstances with the least amount of faculty displacement or job loss.
  
- B. A faculty member may participate in a District-approved retraining program that leads to a new teaching competency. An individual retraining program, including the area in which the faculty member seeks to be retrained and the amount of total compensation (e.g., salary, health and welfare benefit contributions to be made by the District during the retraining period, and District contributions toward the educational costs of the retraining), is subject to mutual agreement between the District and the faculty member. In addition to total compensation, a faculty member's partial teaching load during the retraining period, if any, is subject to mutual agreement. The guidelines set forth below would be applied to each individual proposal for retraining, based upon the underlying reason for retraining request.
  - 1. If a proposal for retraining is an outgrowth of an action by the District to layoff a faculty member or faculty members or is designed to forestall a layoff, the retraining proposal shall be reviewed in light of the availability of funds in the District and current or projected areas of instructional need for succeeding school year.
    - a. The faculty member's total compensation, including all of the factors listed in paragraph B of this Appendix, would be no less than 50 percent of the faculty member's regular total compensation for the prior school year. Any partial teaching load that may be agreed to as part of the retraining proposal shall be reviewed in light of the District's assessment of those needs.
  
  - 2. If a proposal for retraining is based upon mitigating or accommodating a current unmet need in the District instructional program or upon preparing for a projected shift in the emphasis of the District's instructional program within the faculty member's assigned department in order to meet changing student needs, the retraining proposal shall be reviewed in light of the District's assessment of those needs.
    - a. The faculty member's total compensation, including all of the factors listed in paragraph B of this Appendix, would be up to a maximum of 100 percent of the faculty member's regular total compensation for the prior school year. Any partial teaching load that may be agreed to as a part of the training program would be calculated within the percentage established by operation of this paragraph.

- C. In all cases, a faculty member's proposal for retraining shall be subject to review and analysis by the TCFCBC committee prior to a final determination by the District.
  - 1. As a part of the review analysis by the TCFCBC, the faculty shall make a personal presentation and defense of the proposal.
- D. In consideration for the District's agreement to authorize and to fund a faculty member's retraining program, the faculty member shall agree to provide two years of service to the District commencing not later than the beginning of the fall semester following completion of the retraining program.
- E. Except in extenuating circumstances, the amount of time for a proposed retraining program shall be limited to a period equivalent to the faculty member's annual contract for the preceding school year.
- F. Upon the successful completion of a retraining program, the faculty member may request a transfer to the area of the new teaching competency or the District may assign the faculty member to the area of the new teaching competency.

**APPENDIX E**  
**CATASTROPHIC LEAVE PAY**

A. Catastrophic leave pay may be available to an employee as set forth herein pursuant to the provisions of Education Code section 87405. Catastrophic leave pay shall consist of the amount of sick leave credit, vacation time, or compensatory time off credits that are donated to the affected employee by other employees.

1. Donations of sick leave credit shall be made in blocks that are equivalent to one day of leave for the donating employee. An employee who donates sick leave credits shall be required to have a sick leave balance equivalent to five days (e.g., full-time employee = 40 hours) following the donation.
2. Donations of vacation time or compensatory time off credits shall be made in blocks of not less than two hours per donating employee.

B. For the purpose of calculating credits for an employee who receives catastrophic pay, the following shall apply:

1. If the employee who donates eligible time credits is at a different salary rate than the employee who receives the credits, the formula to be used shall be: Donating employee's hourly rate multiplied by number of hours donated equals \$X; \$X divided by receiving employee's hourly rate equals the number of catastrophic leave hours available to receiving employee.

Example: Donating employee - Secretary (rate \$9.00 per hour) donates eight hours:  
 $\$9.00 \times 8 = \$72.00;$

Receiving employee - Clerk (rate \$7.00 per hour) will be entitled to:  
 $\$72.00 \div \$7.00 = 10.29$  hours of catastrophic leave credits.

2. If the employee or employees who donate eligible time credits are at the same salary rate as the employee who receives the credits, the receiving employee shall be credited with the number of hours donated.
3. The receipt of donated time credits under this program shall not serve to extend or modify the terms or limitations of ARTICLE 5, LEAVES OF ABSENCE, paragraph 5.3, of this Agreement. However, at the written request of the employee, donated time credits shall be coordinated with differential pay during a period when the employee is on Extended Sick Leave in order to mitigate the impact of the deduction of the substitute's pay from the employee's regular pay. Further, at the written request of the employee, donated time credits shall be coordinated with Family Medical Leave Act benefits in order to provide a continuation of income, or to provide an extension of contributions for the District's health insurance package, or both during the period when the employee does not receive wages from the District.

C. The employee shall fill out an application form for catastrophic leave and shall attach a written statement and verification from a licensed physician or practitioner indicating the nature and extent of the illness or injury without revealing confidential medical information, the projected date of the employee's return to work, and a statement that the employee is medically unable to work due to the illness or injury.

1. Where the application is based on the catastrophic illness or injury of a member of the employee's immediate family, all required medical information, statements, and verifications shall be related to the affected family member. In addition, the employee shall attach a written statement indicating the circumstances that required the employee's absence from work. Finally, the employee shall be allowed and required to utilize all of the employee's regular sick leave as provided by ARTICLE 5, LEAVES OF ABSENCE, paragraph 5.3, inclusive, of the Agreement prior to the receipt of donated time credits.

D. The term "catastrophic illness or injury" shall be defined as set forth in Education Code section 87045(a)(1) which states:

"'Catastrophic illness' or 'injury' means an illness that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from an extended period of time to care for the family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off."



# Your Summary of Benefits

## SISC 100-A \$10 Anthem Classic PPO

This Summary of Benefits is a brief overview of your plan's benefits only. The benefits listed are for both in state and out of state members, there may be differences in benefits depending on where you reside. For more detailed information about the benefits in your plan, please refer to your Certificate of Insurance or Evidence of Coverage (EOC), which explains the full range of covered services, as well as any exclusions and limitations for your plan.

In addition to dollar and percentage copays, members are responsible for deductibles, as described below. Please review the deductible information to know if a deductible applies to a specific covered service. Certain Covered Services have maximum visit and/or day limits per year. The number of visits and/or days allowed for these services will begin accumulating on the first visit and/or day, regardless of whether your Deductible has been met. Members are also responsible for all costs over the plan maximums. Plan maximums and other important information appear in italics. Benefits are subject to all terms, conditions, limitations, and exclusions of the Policy.

### Subject to Utilization Review

Certain services are subject to the utilization review program. Before scheduling services, the member must make sure utilization review is obtained. If utilization review is not obtained, benefits may be reduced or not paid, according to the plan.

### Explanation of Maximum Allowed Amount

Maximum Allowed Amount is the total reimbursement payable under the plan for covered services received from Participating and Non-Participating Providers. It is the payment towards the services billed by a provider combined with any applicable deductible, copayment or coinsurance.

**PPO Providers**—The rate the provider has agreed to accept as reimbursement for covered services. Members are not responsible for the difference between the provider's usual charges & the maximum allowed amount.

**Non-PPO Providers**—For non-emergency care, reimbursement amount is based on: an Anthem Blue Cross rate or fee schedule, a rate negotiated with the provider, information from a third party vendor, or billed charges. Members are responsible for the difference between the provider's usual charges & the maximum allowed amount.

For Medical Emergency care rendered by a Non-Participating Provider or Non-Contracting Hospital, reimbursement is based on the reasonable and customary value. Members may be responsible for any amount in excess of the reasonable and customary value.

When using Non-PPO and Other Health Care Providers, members are responsible for any difference between the covered expense & actual charges, as well as any deductible & percentage copay.

**Calendar year deductible for all providers** \$0/member; \$0/family  
*(4th quarter carryover applies)(Deductible applies to out-of-pocket maximum)*

**Co-pay for emergency room services** \$100/visit *(waived if admitted directly from ER)*

### Annual Out-of-Pocket Maximums

**PPO Providers Only\*** \$1,000/member; \$3,000/family

*\*Member copayments and coinsurance for Emergency Medical Care with a Non-PPO Provider also apply to the PPO Out-of-Pocket Maximums.*

The following do not apply to out-of-pocket maximums: non-covered expense. After a member reaches the out-of-pocket maximum, the member remains responsible for costs in excess of the covered expense.

**Lifetime Maximum** **Unlimited**

Covered Services	PPO: Per Member Copay	Non-PPO: Per Member Copay <sup>1</sup>
<b>Preventive Care Services</b>		
Preventive Care Services including*, physical exams, preventive screenings <i>(including screenings for cancer, HPV, diabetes, cholesterol, blood pressure, hearing and vision, immunizations, health education, intervention services, HIV testing), and additional preventive care for women provided for in the guidelines supported by the Health Resources and Services Administration.</i> <i>*This list is not exhaustive. This benefit includes all Preventive Care Services required by federal and state law.</i>	No copay	Not covered
<b>Physician Medical Services</b>		
<ul style="list-style-type: none"> <li>o Office &amp; home visits</li> <li>o Hospital &amp; skilled nursing facility visits</li> <li>o Surgeon &amp; surgical assistant; anesthesiologist or anesthesiologist</li> <li>o Drugs administered by a medical provider <i>(certain drugs are subject to utilization review)</i></li> </ul>	\$10/visit <sup>2</sup>  0% 0% 0%	See footnote 1  See footnote 1 See footnote 1 See footnote 1
<b>Diabetes Education Programs <i>(requires physician supervision)</i></b>		
<ul style="list-style-type: none"> <li>o Teach members &amp; their families about the disease process, the daily management of diabetic therapy &amp; self-management training</li> </ul>	\$10/visit <sup>2</sup>	See footnote 1

Covered Services	PPO: Per Member Copay	Non-PPO: Per Member Copay <sup>1</sup>
<b>Physical Therapy, Physical Medicine &amp; Occupational Therapy, including Chiropractic Services</b> (subject to medical necessity review administered by American Specialty Health- ASH)	0%	Not Covered
<b>Speech Therapy</b> o Outpatient speech therapy	0%	See footnote 1
<b>Acupuncture</b> <sup>3</sup> o Services for the treatment of disease, illness or injury (limited to 12 visits/calendar year)	0%	50% of maximum allowed amount <sup>5</sup>
<b>Diagnostic X-ray &amp; Lab</b> o Other diagnostic x-ray & lab	0%	Not Covered
<b>Advanced Imaging</b> (subject to utilization review) o MRI, CT Scan, PET Scan & nuclear cardiac exam	0%	See footnote 1 (benefit limited to \$800/procedure)
<b>Urgent Care (physician services)</b>	\$10/visit <sup>2</sup>	See footnote 1
<b>Emergency Care</b> o Emergency room services & supplies (\$100 co-pay waived if admitted inpatient) <sup>4</sup>  o Inpatient hospital services & supplies <sup>4</sup>  o Physician services <sup>4</sup>	0%  0%  0%	0% of maximum allowed amount for true emergency <sup>5</sup>  0% first 48 hours <sup>5</sup> ; After 48 hours: all billed amounts exceeding \$600/day unless member cannot be moved safely  0% of maximum allowed amount for true emergency <sup>5</sup>
<b>Hospital Medical Services</b> (subject to utilization review for inpatient and certain outpatient services; waived for emergency admissions) o Semi-private room, medically necessary services & supplies o Outpatient medical care, surgical services & supplies (hospital care other than emergency room care)	0%  0%	All amounts exceeding \$600/day  100% of maximum allowed amount <sup>5</sup> See footnote 1
<b>Skilled Nursing Facility</b> (subject to utilization review) o Semi-private room, services & supplies (limited to 100 days/calendar year; limit does not apply to mental health and substance abuse)	0%	All billed amounts exceeding \$600/day
<b>Related Outpatient Medical Services &amp; Supplies</b> <sup>5</sup> o Ground or air ambulance transportation, services & disposable supplies (air ambulance in a non-medical emergency is subject to pre-service review and benefit limited to \$50,000 for non- PPO) o Blood transfusions, blood processing & the cost of unreplaced blood & blood products o Autologous blood (self-donated blood collection, testing, processing & storage for planned surgery)	0%  0%  0%	0% maximum allowed amount for true emergency <sup>5</sup>  0% maximum allowed amount <sup>5</sup>  0% maximum allowed amount <sup>5</sup>
<b>Ambulatory Surgical Centers</b> (certain surgeries are subject to utilization review) o Outpatient surgery, services & supplies	0%	All billed amounts exceeding \$350/day
<b>Pregnancy &amp; Maternity Care</b> o Physician office visits  o Prescription drug for abortion (mifepristone) Normal delivery, cesarean section, complications of pregnancy & abortion. Refer to the Physician & Hospital Medical Services benefits for both inpatient and outpatient hospital coverage.	\$10/visit <sup>2</sup>  0%	See footnote 1  See footnote 1
<b>Mental or Nervous Disorders and Substance Abuse</b> o Inpatient facility care (subject to utilization review; waived for emergency admissions)  o Inpatient physician visits  o Outpatient facility care  o Physician office visits (Behavioral Health treatment for Autism or Pervasive Development disorders requires pre-service review)	0%  0%  0%  \$10/visit <sup>2</sup>	All billed amounts exceeding \$600/day  See footnote 1  100% of maximum allowed amount <sup>5</sup> See footnote 1  See footnote 1

CONTINUED ON NEXT PAGE

Covered Services	PPO: Per Member Copay	Non-PPO: Per Member Copay <sup>1</sup>
<b>Durable Medical Equipment</b> ( <i>may be subject to utilization review</i> ) <ul style="list-style-type: none"> <li>Rental or purchase of DME (<i>breast pump and supplies are covered under preventive care at no charge for in-network only</i>)</li> <li>Hearing aid supplies and equipment (limited to \$700 per 24 months)</li> </ul>	0%	Not Covered
<b>Home Health Care</b> ( <i>subject to utilization review</i> ) <ul style="list-style-type: none"> <li>Services &amp; supplies from a home health agency (<i>limited to 100 visits/calendar year, one visit by a home health aide equals four hours or less; not covered while member receives hospice care</i>)</li> </ul>	0%	All billed amounts exceeding \$150/day. See footnote 1
<b>Home Infusion Therapy</b> ( <i>subject to utilization review</i> ) <ul style="list-style-type: none"> <li>Includes medication, ancillary services &amp; supplies; caregiver training &amp; visits by provider to monitor therapy; durable medical equipment; lab services</li> </ul>	0%	All billed amounts exceeding \$600/day
<b>Hemodialysis</b> <ul style="list-style-type: none"> <li>Outpatient hemodialysis services &amp; supplies</li> </ul>	0%	All billed amounts exceeding \$350/visit
<b>Hospice Care</b> <ul style="list-style-type: none"> <li>Inpatient or outpatient services; family bereavement services</li> </ul>	No copay	All billed amounts exceeding the maximum allowed amount
<b>Bariatric Surgery</b> ( <i>subject to utilization review; covered only when performed at a designated Blue Distinction Center for Specialty Care – Bariatric Surgery</i> ) <ul style="list-style-type: none"> <li>Acute care hospital (inpatient or outpatient) and Ambulatory Surgery Center services provided in connection with medically necessary surgery for weight loss, only for morbid obesity</li> <li>Travel expenses when member's home is 50 miles or more from the nearest designated Blue Distinction Center for Specialty Care</li> <li>Bariatric Surgery (<i>\$3,000 maximum travel benefit per surgery</i>)</li> </ul>	0%  No copay	Not covered  Not covered
<b>Hip/Knee/Spine</b> ( <i>subject to utilization review; covered only when performed at a designated Blue Distinction Plus Center for Specialty Care</i> ) <ul style="list-style-type: none"> <li>Inpatient services provided in connection with medically necessary surgery for hip/knee/spine</li> <li>Travel expenses when member's home is 50 miles or more from the nearest hip/knee/spine Blue Distinction Plus Center (<i>\$6,000 maximum travel benefit</i>)</li> </ul>	0%  No copay	Not covered  Not covered
<b>Organ &amp; Tissue Transplants</b> ( <i>subject to utilization review; specified transplants covered only when performed at a Centers of Medical Excellence [CME] and Blue Distinction Centers for Specialty Care [BDCSC] for California; Blue Distinction Centers for Specialty Care [BDCSC] for out of California</i> ) <ul style="list-style-type: none"> <li>Inpatient services provided in connection with non-investigative organ or tissue transplants</li> <li>Transplant travel expense for an authorized, specified transplant (<i>recipient &amp; companion transportation limited to \$10,000 per transplant</i>)</li> <li>Unrelated donor search, limited to \$30,000 per transplant</li> </ul>	0%  No copay	Not covered  Not covered
<b>Prosthetic Devices</b> <ul style="list-style-type: none"> <li>Coverage for breast prostheses; prosthetic devices to restore a method of speaking; surgical implants; artificial limbs or eyes; the first pair of contact lenses or eyeglasses when required as a result of eye surgery; &amp; therapeutic shoes &amp; inserts for members with diabetes (2 pairs each/calendar year)</li> </ul>	0%	Not Covered

Certain types of physicians may not be represented in the PPO network in the state where the member receives services. If such physician is not available in the service area, the member's copay is the same as for PPO (with and without pre-notification, if applicable). Member is responsible for applicable copays, deductibles and charges which exceed covered expense. This Summary of Benefits has been updated to comply with federal requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

1 The plan pays 100% of the fee schedule. The member is responsible for all amounts exceeding the fee schedule.

2 The dollar copay applies only to the visit itself. An additional copay applies for any services performed in office (i.e., X-ray, lab, surgery), after any applicable deductible.

3 Acupuncture services can be performed by a certified acupuncturist (C.A.), a doctor of medicine (M.D.), a doctor of osteopathy (D.O.), a podiatrist (D.P.M.), or a dentist (D.D.S.).

4 The allowable rate for non-PPO emergency care within 48 hours is based on a reasonable charge, not the scheduled amount.

5 These providers may not be represented in the PPO network in the state where the member receives services. Reimbursements for these non-PPO providers are based on a reasonable charge, not the scheduled amount.

## Classic PPO Plan-Exclusions and Limitations

**Not Medically Necessary.** Services or supplies that are not medically necessary, as defined.

**Experimental or Investigative.** Any experimental or investigative procedure or medication. But, if member is denied benefits because it is determined that the requested treatment is experimental or investigative, the member may request an independent medical review, as described in the Evidence of Coverage (EOC).

**Outside the United States.** Services or supplies furnished and billed by a provider outside the United States, unless such services or supplies are furnished in connection with urgent care or an emergency.

**Crime or Nuclear Energy.** Conditions that result from (1) the member's commission of or attempt to commit a felony, as long as any injuries are not a result of a medical condition or an act of domestic violence; or (2) any release of nuclear energy, whether or not the result of war, when government funds are available for the treatment of illness or injury arising from the release of nuclear energy.

**Not Covered.** Services received before the member's effective date. Services received after the member's coverage ends, except as specified as covered in the EOC.  
**Excess Amounts.** Any amounts in excess of covered expense or any medical benefit maximum.

**Work-Related.** Work-related conditions if benefits are recovered or can be recovered, either by adjudication, settlement or otherwise, under any workers' compensation, employer's liability law or occupational disease law, whether or not the member claims those benefits. If there is a dispute of substantial uncertainty as to whether benefits may be recovered for those conditions pursuant to workers' compensation, we will provide the benefits of this plan for such conditions, subject to a right of recovery and reimbursement under California Labor Code Section 4903, as specified as covered in the EOC.

**Government Treatment.** Any services the member actually received that were provided by a local, state or federal government agency, except when payment under this plan is expressly required by federal or state law. We will not cover payment for these services if the member is not required to pay for them or they are given to the member for free.

**Services of Relatives.** Professional services received from a person living in the member's home or who is related to the member by blood or marriage, except as specified as covered in the EOC.

**Voluntary Payment.** Services for which the member has no legal obligation to pay, or for which no charge would be made in the absence of insurance coverage or other health plan coverage, except services received at a non-governmental charitable research hospital. Such a hospital must meet the following guidelines: 1. It must be internationally known as being devoted mainly to medical research; 2. At least 10% of its yearly budget must be spent on research not directly related to patient care; 3. At least one-third of its gross income must come from donations or grants other than gifts or payments for patient care; 4. It must accept patients who are unable to pay; and 5. Two-thirds of its patients must have conditions directly related to the hospital's research.  
**Not Specifically Listed.** Services not specifically listed in the plan as covered services.

**Private Contracts.** Services or supplies provided pursuant to a private contract between the member and a provider, for which reimbursement under Medicare program is prohibited, as specified in Section 1802 (42 U.S.C. 1395e) of Title XVIII of the Social Security Act.

**Inpatient Diagnostic Tests.** Inpatient room and board charges in connection with a hospital stay primarily for diagnostic tests which could have been performed safely on an outpatient basis.

**Mental or Nervous Disorders.** Academic or educational testing, counseling, and remediation. Mental or nervous disorders or substance abuse, including rehabilitative care in relation to these conditions, except as specified as covered in the EOC.

**Orthodontia.** Braces, other orthodontic appliances or orthodontic services.

**Dental Services or Supplies.** For dental treatment, regardless of origin or cause, except as specified below. "Dental treatment" includes but is not limited to preventive care and fluoride treatments; dental x rays, supplies, appliances, dental implants and all associated expenses; diagnosis and treatment related to the teeth, jawbones or gums, including but not limited to:

1. Extraction, restoration, and replacement of teeth; 2. Services to improve dental clinical outcomes. This exclusion does not apply to the following:

1. Services which are required by law to cover; 2. Services specified as covered in this booklet  
3. Dental services to prepare the mouth for radiation therapy to treat head and/or neck cancer.

**Hearing Aids or Tests.** Hearing aids and routine hearing tests, except as specified as covered in the EOC.

**Optometric Services or Supplies.** Optometric services, eye exercises including orthotics. Routine eye exams and routine eye refractions, as specified as covered in the EOC. Eyeglasses or contact lenses, except as specified as covered in the EOC.

**Outpatient Occupational Therapy.** Outpatient occupational therapy, except by a home health agency, hospice, or home infusion therapy provider, as specified as covered in the EOC.

**Outpatient Speech Therapy.** Outpatient speech therapy, except as specified as covered in the EOC.

**Cosmetic Surgery.** Cosmetic surgery or other services performed solely for beautification or to alter or reshape normal (including aged) structures or tissues of the body to improve appearance. This exclusion does not apply to reconstructive surgery (that is, surgery performed to correct deformities caused by congenital or developmental abnormalities, illness, or injury for the purpose of improving bodily function or symptomatology or to create a normal appearance), including surgery performed to restore symmetry following mastectomy. Cosmetic surgery does not become reconstructive surgery because of psychological or psychiatric reasons.

**Commercial Weight Loss Programs.** Weight loss programs, whether or not they are pursued under medical or physician supervision, unless specifically listed as covered in this plan. This exclusion includes, but is not limited to, commercial weight loss programs (Weight Watchers, Jenny Craig, LA Weight Loss) and fasting programs. This exclusion does not apply to medically necessary treatments for morbid obesity or dietary evaluations and counseling, and behavioral modification programs for the treatment of anorexia nervosa or bulimia nervosa. Surgical treatment for morbid obesity is covered as described in the Evidence of Coverage (EOC).

**Sterilization Reversal. Infertility Treatment.** Any services or supplies furnished in connection with the diagnosis and treatment of infertility, including, but not limited to diagnostic tests, medication, surgery, artificial insemination, in vitro fertilization, sterilization reversal and gamete intrafallopian transfer.

**Surrogate Mother Services.** For any services or supplies provided to a person not covered under the plan in connection with a surrogate pregnancy (including, but not limited to, the bearing of a child by another woman for an infertile couple).

**Orthopedic Supplies.** Orthopedic supplies, orthopedic shoes (other than shoes joined to braces), or non-custom molded and cast shoe inserts, except for therapeutic shoes and inserts for the prevention and treatment of diabetes-related foot complications as specified as covered in the EOC.

**Air Conditioners.** Air purifiers, air conditioners or humidifiers.

**Custodial Care or Rest Cures.** Inpatient room and board charges in connection with a hospital stay primarily for environmental change or physical therapy. Services provided by a rest home, a home for the aged, a nursing home or any similar facility. Services provided by a skilled nursing facility or custodial care or rest cures, except as specified as covered in the EOC.

**Health Club Memberships.** Health club memberships, exercise equipment, charges from a physical fitness instructor or personal trainer, or any other charges for activities, equipment or facilities used for developing or maintaining physical fitness, even if ordered by a physician. This exclusion also applies to health spas.

**Personal Items.** Any supplies for comfort, hygiene or beautification.

**Education or Counseling.** Educational services or nutritional counseling, except as specified as covered in the EOC. This exclusion does not apply to counseling for the treatment of anorexia nervosa or bulimia nervosa.

**Food or Dietary Supplements.** Nutritional and/or dietary supplements, except as provided in this plan or as required by law. This exclusion includes, but is not limited to, those nutritional formulas and dietary supplements that can be purchased over the counter, which by law do not require either a written prescription or dispensing by a licensed pharmacist.

**Telephone and Facsimile Machine Consultations.** Consultations provided by telephone or facsimile machine.

**Routine Exams or Tests.** Routine physical exams or tests which do not directly treat an actual illness, injury or condition, including those required by employment or government authority, except as specified as covered in the EOC.

**Acupuncture.** Acupuncture treatment, except as specified as covered in the EOC. Acupressure or massage to control pain, treat illness or promote health by applying pressure to one or more specific areas of the body based on dermatomes or acupuncture points.

**Eye Surgery for Refractive Defects.** Any eye surgery solely or primarily for the purpose of correcting refractive defects of the eye such as nearsightedness (myopia) and/or astigmatism. Contact lenses and eyeglasses required as a result of this surgery.

**Physical Therapy or Physical Medicine.** Services of a physician for physical therapy or physical medicine, except when provided during a covered inpatient confinement or as specified as covered in the EOC.

**Outpatient Prescription Drugs and Medications.** Outpatient prescription drugs or medications and insulin, except as specified as covered in the EOC. Any non-prescription, over-the-counter patent or proprietary drug or medicine. Cosmetics, health or beauty aids.

**Specialty Pharmacy Drugs.** Specialty pharmacy drugs that must be obtained from the specialty pharmacy program, but which are obtained from a retail pharmacy, are not covered by this plan. Member will have to pay the full cost of the specialty pharmacy drugs obtained from a retail pharmacy that should have been obtained from the specialty pharmacy program.

**Contraceptive Devices.** Contraceptive devices prescribed for birth control except as specified as covered in the EOC.

**Diabetic Supplies.** Prescription and non-prescription diabetic supplies except as specified as covered in the EOC.

**Private Duty Nursing.** Private duty nursing services.

**Lifestyle Programs.** Programs to alter one's lifestyle which may include but are not limited to diet, exercise, imagery or nutrition. This exclusion will not apply to cardiac rehabilitation programs approved by us.

**Varicose Vein Treatment.** Treatment of varicose veins or telangiectatic dermal veins (spider veins) by any method (including sclerotherapy or other surgeries) when services are rendered for cosmetic purposes.

**Wigs.**

**Third Party Liability —** Anthem Blue Cross is entitled to reimbursement of benefits paid if the member recovers damages from a legally liable third party.

**Coordination of Benefits —** The benefits of this plan may be reduced if the member has any other group health or dental coverage so that the services received from all group coverages do not exceed 100% of the covered expense.

## Self-Insured Schools of California (SISC) Pharmacy Benefit Schedule

PLAN	RX 5-10				
	Walk-in			Mail	
	Network	Costco		Costco	Navitus
Days' Supply*	30	30	90	90	30
Generic	\$5	Free	Free	Free	
Brand	\$10	\$10	\$20	\$20	
Specialty					\$10
Out-of-Pocket Maximum	\$1,500 Individual / \$2,500 Family				

SISC urges members to use generic drugs when available. If you or your physician requests the brand name when a generic equivalent is available, you will pay the generic copay plus the difference in cost between the brand and generic. The difference in cost between the brand and generic will not count toward the Annual Out-of-Pocket Maximum.

\*Members may receive up to 30 days and/or up to 90 days supply of medication at participating pharmacies. Some narcotic pain and cough medications are not included in the Costco Free Generic or 90-day supply programs. Navitus contracts with most independent and chain pharmacies with the exception of Walgreens.

### Mail Order Service

The Mail Order Service allows you to receive a 90-day supply of maintenance medications. This program is part of your pharmacy benefit and is voluntary.

### Specialty Pharmacy

Lumicera Specialty Services helps members who are taking medications for certain chronic illnesses or complex diseases by providing services that offer convenience and support. This program is part of your pharmacy benefit and is mandatory.

Navi-Gate® for Members allows you to access personalized pharmacy benefit information online at [www.navitus.com](http://www.navitus.com). For information specific to your plan, visit Navi-Gate® for Members. Activate your account online using the Member Login link and an activation email will be sent to you. The site provides access to prescription benefits, pharmacy locator, drug search, drug interaction information, medication history, and mail order information. The site is available 24 hours a day, seven days a week.

# Your Summary of Benefits

## SISC 100-A \$20 Anthem Classic PPO

This Summary of Benefits is a brief overview of your plan's benefits only. The benefits listed are for both in state and out of state members, there may be differences in benefits depending on where you reside. For more detailed information about the benefits in your plan, please refer to your Certificate of Insurance or Evidence of Coverage (EOC), which explains the full range of covered services, as well as any exclusions and limitations for your plan.

In addition to dollar and percentage copays, members are responsible for deductibles, as described below. Please review the deductible information to know if a deductible applies to a specific covered service. Certain Covered Services have maximum visit and/or day limits per year. The number of visits and/or days allowed for these services will begin accumulating on the first visit and/or day, regardless of whether your Deductible has been met. Members are also responsible for all costs over the plan maximums. Plan maximums and other important information appear in italics. Benefits are subject to all terms, conditions, limitations, and exclusions of the Policy.

### Subject to Utilization Review

Certain services are subject to the utilization review program. Before scheduling services, the member must make sure utilization review is obtained. If utilization review is not obtained, benefits may be reduced or not paid, according to the plan.

### Explanation of Maximum Allowed Amount

Maximum Allowed Amount is the total reimbursement payable under the plan for covered services received from Participating and Non-Participating Providers. It is the payment towards the services billed by a provider combined with any applicable deductible, copayment or coinsurance.

**PPO Providers**—The rate the provider has agreed to accept as reimbursement for covered services. Members are not responsible for the difference between the provider's usual charges & the maximum allowed amount.

**Non-PPO Providers**—For non-emergency care, reimbursement amount is based on: an Anthem Blue Cross rate or fee schedule, a rate negotiated with the provider, information from a third party vendor, or billed charges. Members are responsible for the difference between the provider's usual charges & the maximum allowed amount.

For Medical Emergency care rendered by a Non-Participating Provider or Non-Contracting Hospital, reimbursement is based on the reasonable and customary value. Members may be responsible for any amount in excess of the reasonable and customary value.

When using Non-PPO and Other Health Care Providers, members are responsible for any difference between the covered expense & actual charges, as well as any deductible & percentage copay.

<b>Calendar year deductible for all providers</b> <i>(4th quarter carryover applies)(Deductible applies to out-of-pocket maximum)</i>	\$0/member; \$0/family
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<b>Co-pay for emergency room services</b>	\$100/visit <i>(waived if admitted directly from ER)</i>
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### Annual Out-of-Pocket Maximums

<b>PPO Providers Only*</b>	\$1,000/member; \$3,000/family
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\*Member copayments and coinsurance for Emergency Medical Care with a Non-PPO Provider also apply to the PPO Out-of-Pocket Maximums.

The following do not apply to out-of-pocket maximums: non-covered expense. After a member reaches the out-of-pocket maximum, the member remains responsible for costs in excess of the covered expense.

<b>Lifetime Maximum</b>	<b>Unlimited</b>
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Covered Services	PPO: Per Member Copay	Non-PPO: Per Member Copay <sup>1</sup>
<b>Preventive Care Services</b>		
Preventive Care Services including*, physical exams, preventive screenings <i>(including screenings for cancer, HPV, diabetes, cholesterol, blood pressure, hearing and vision, immunizations, health education, intervention services, HIV testing), and additional preventive care for women provided for in the guidelines supported by the Health Resources and Services Administration.</i> <i>*This list is not exhaustive. This benefit includes all Preventive Care Services required by federal and state law.</i>	No copay	Not covered
<b>Physician Medical Services</b>		
<ul style="list-style-type: none"> <li>o Office &amp; home visits</li> <li>o Hospital &amp; skilled nursing facility visits</li> <li>o Surgeon &amp; surgical assistant; anesthesiologist or anesthetist</li> <li>o Drugs administered by a medical provider <i>(certain drugs are subject to utilization review)</i></li> </ul>	<ul style="list-style-type: none"> <li>\$20/visit<sup>2</sup></li> <li>0%</li> <li>0%</li> <li>0%</li> </ul>	<ul style="list-style-type: none"> <li>See footnote 1</li> <li>See footnote 1</li> <li>See footnote 1</li> <li>See footnote 1</li> </ul>
<b>Diabetes Education Programs <i>(requires physician supervision)</i></b>		
<ul style="list-style-type: none"> <li>o Teach members &amp; their families about the disease process, the daily management of diabetic therapy &amp; self-management training</li> </ul>	\$20/visit <sup>2</sup>	See footnote 1

Covered Services	PPO: Per Member Copay	Non-PPO: Per Member Copay <sup>1</sup>
<b>Physical Therapy, Physical Medicine &amp; Occupational Therapy, including Chiropractic Services</b> (subject to medical necessity review administered by American Specialty Health- ASH)	0%	Not Covered
<b>Speech Therapy</b> o Outpatient speech therapy	0%	See footnote 1
<b>Acupuncture</b> <sup>3</sup> o Services for the treatment of disease, illness or injury (limited to 12 visits/calendar year)	0%	50% of maximum allowed amount <sup>5</sup>
<b>Diagnostic X-ray &amp; Lab</b> o Other diagnostic x-ray & lab	0%	Not Covered
<b>Advanced Imaging</b> (subject to utilization review) o MRI, CT Scan, PET Scan & nuclear cardiac exam	0%	See footnote 1 (benefit limited to \$800/procedure)
<b>Urgent Care</b> (physician services)	\$20/visit <sup>2</sup>	See footnote 1
<b>Emergency Care</b> o Emergency room services & supplies (\$100 co-pay waived if admitted inpatient) <sup>4</sup>  o Inpatient hospital services & supplies <sup>4</sup>  o Physician services <sup>4</sup>	0%  0%  0%	0% of maximum allowed amount for true emergency <sup>5</sup>  0% first 48 hours <sup>5</sup> ; After 48 hours: all billed amounts exceeding \$600/day unless member cannot be moved safely  0% of maximum allowed amount for true emergency <sup>5</sup>
<b>Hospital Medical Services</b> (subject to utilization review for inpatient and certain outpatient services; waived for emergency admissions) o Semi-private room, medically necessary services & supplies o Outpatient medical care, surgical services & supplies (hospital care other than emergency room care)	0%  0%	All billed amounts exceeding \$600/day  100% of maximum allowed amount <sup>5</sup> See footnote 1
<b>Skilled Nursing Facility</b> (subject to utilization review) o Semi-private room, services & supplies (limited to 100 days/calendar year; limit does not apply to mental health and substance abuse)	0%	All billed amounts exceeding \$600/day
<b>Related Outpatient Medical Services &amp; Supplies</b> <sup>5</sup> o Ground or air ambulance transportation, services & disposable supplies (air ambulance in a non-medical emergency is subject to pre-service review and benefit limited to \$50,000 for non- PPO) o Blood transfusions, blood processing & the cost of unreplaced blood & blood products o Autologous blood (self-donated blood collection, testing, processing & storage for planned surgery)	0%  0%  0%	0% maximum allowed amount for true emergency <sup>5</sup>  0% maximum allowed amount <sup>5</sup>  0% maximum allowed amount <sup>5</sup>
<b>Ambulatory Surgical Centers</b> (certain surgeries are subject to utilization review) o Outpatient surgery, services & supplies	0%	All billed amounts exceeding \$350/day
<b>Pregnancy &amp; Maternity Care</b> o Physician office visits  o Prescription drug for abortion (mifepristone) Normal delivery, cesarean section, complications of pregnancy & abortion. Refer to the Physician & Hospital Medical Services benefits for both inpatient and outpatient hospital coverage.	\$20/visit <sup>2</sup>  0%	See footnote 1  See footnote 1
<b>Mental or Nervous Disorders and Substance Abuse</b> o Inpatient facility care (subject to utilization review; waived for emergency admissions)  o Inpatient physician visits  o Outpatient facility care  o Physician office visits (Behavioral Health treatment for Autism or Pervasive Development disorders requires pre-service review)	0%  0%  0%  \$20/visit <sup>2</sup>	All billed amounts exceeding \$600/day  See footnote 1  50% of maximum allowed amount <sup>5</sup>  See footnote 1

Covered Services	PPO: Per Member Copay	Non-PPO: Per Member Copay <sup>1</sup>
<b>Durable Medical Equipment (may be subject to utilization review)</b> <ul style="list-style-type: none"> <li>Rental or purchase of DME (breast pump and supplies are covered under preventive care at no charge for in-network only)</li> <li>Hearing aid supplies and equipment (limited to \$700 per 24 months)</li> </ul>	0%	Not Covered See footnote 1
<b>Home Health Care (subject to utilization review)</b> <ul style="list-style-type: none"> <li>Services &amp; supplies from a home health agency (limited to 100 visits/calendar year, one visit by a home health aide equals four hours or less; not covered while member receives hospice care)</li> </ul>	0%	All billed amounts exceeding \$150/day. See footnote 1
<b>Home Infusion Therapy (subject to utilization review)</b> <ul style="list-style-type: none"> <li>Includes medication, ancillary services &amp; supplies; caregiver training &amp; visits by provider to monitor therapy; durable medical equipment; lab services</li> </ul>	0%	All billed amounts exceeding \$600/day
<b>Hemodialysis</b> <ul style="list-style-type: none"> <li>Outpatient hemodialysis services &amp; supplies</li> </ul>	0%	All billed amounts exceeding \$350/visit
<b>Hospice Care</b> <ul style="list-style-type: none"> <li>Inpatient or outpatient services; family bereavement services</li> </ul>	No copay	All billed amounts exceeding the maximum allowed amount
<b>Bariatric Surgery (subject to utilization review; covered only when performed at a designated Blue Distinction Center for Specialty Care – Bariatric Surgery)</b> <ul style="list-style-type: none"> <li>Acute care hospital (inpatient or outpatient) and Ambulatory Surgery Center services provided in connection with medically necessary surgery for weight loss, only for morbid obesity</li> <li>Travel expenses when member's home is 50 miles or more from the nearest designated Blue Distinction Center for Specialty Care</li> <li>Bariatric Surgery (\$3,000 maximum travel benefit per surgery)</li> </ul>	0%  No copay	Not covered  Not covered
<b>Hip/Knee/Spine (subject to utilization review; covered only when performed at a designated Blue Distinction Plus Center for Specialty Care)</b> <ul style="list-style-type: none"> <li>Inpatient services provided in connection with medically necessary surgery for hip/knee/spine</li> <li>Travel expenses when member's home is 50 miles or more from the nearest hip/knee/spine Blue Distinction Plus Center (\$6,000 maximum travel benefit)</li> </ul>	0%  No copay	Not Covered  Not Covered
<b>Organ &amp; Tissue Transplants (subject to utilization review; specified transplants covered only when performed at a Centers of Medical Excellence [CME] and Blue Distinction Centers for Specialty Care [BDCSC] for California; Blue Distinction Centers for Specialty Care [BDCSC] for out of California)</b> <ul style="list-style-type: none"> <li>Inpatient services provided in connection with non-investigative organ or tissue transplants</li> <li>Transplant travel expense for an authorized, specified transplant (recipient &amp; companion transportation limited to \$10,000 per transplant)</li> <li>Unrelated donor search, limited to \$30,000 per transplant</li> </ul>	0%  No copay	Not covered  Not covered
<b>Prosthetic Devices</b> <ul style="list-style-type: none"> <li>Coverage for breast prostheses; prosthetic devices to restore a method of speaking; surgical implants; artificial limbs or eyes; the first pair of contact lenses or eyeglasses when required as a result of eye surgery; &amp; therapeutic shoes &amp; inserts for members with diabetes (2 pairs each/calendar year)</li> </ul>	0%	Not Covered

Certain types of physicians may not be represented in the PPO network in the state where the member receives services. If such physician is not available in the service area, the member's copay is the same as for PPO (with and without pre-notification, if applicable). Member is responsible for applicable copays, deductibles and charges which exceed covered expense. This Summary of Benefits has been updated to comply with federal requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

1 The plan pays 100% of the fee schedule. The member is responsible for all amounts exceeding the fee schedule.

2 The dollar copay applies only to the visit itself. An additional copay applies for any services performed in office (i.e., X-ray, lab, surgery), after any applicable deductible.

3 Acupuncture services can be performed by a certified acupuncturist (C.A.), a doctor of medicine (M.D.), a doctor of osteopathy (D.O.), a podiatrist (D.P.M.), or a dentist (D.D.S.).

4 The allowable rate for non-PPO emergency care within 48 hours is based on a reasonable charge, not the scheduled amount.

5 These providers may not be represented in the PPO network in the state where the member receives services. Reimbursements for these non-PPO providers are based on a reasonable charge, not the scheduled amount.



## Classic PPO Plan-Exclusions and Limitations

**Not Medically Necessary.** Services or supplies that are not medically necessary, as defined.

**Experimental or Investigative.** Any experimental or investigative procedure or medication. But, if member is denied benefits because it is determined that the requested treatment is experimental or investigative, the member may request an independent medical review, as described in the Evidence of Coverage (EOC).

**Outside the United States.** Services or supplies furnished and billed by a provider outside the United States, unless such services or supplies are furnished in connection with urgent care or an emergency.

**Crime or Nuclear Energy.** Conditions that result from (1) the member's commission of or attempt to commit a felony, as long as any injuries are not a result of a medical condition or an act of domestic violence; or (2) any release of nuclear energy, whether or not the result of war, when government funds are available for the treatment of illness or injury arising from the release of nuclear energy.

**Not Covered.** Services received before the member's effective date. Services received after the member's coverage ends, except as specified as covered in the EOC.  
**Excess Amounts.** Any amounts in excess of covered expense or any medical benefit maximum.

**Work-Related.** Work-related conditions if benefits are recovered or can be recovered, either by adjudication, settlement or otherwise, under any workers' compensation, employer's liability law or occupational disease law, whether or not the member claims those benefits. If there is a dispute of substantial uncertainty as to whether benefits may be recovered for those conditions pursuant to workers' compensation, we will provide the benefits of this plan for such conditions, subject to a right of recovery and reimbursement under California Labor Code Section 4803, as specified as covered in the EOC.

**Government Treatment.** Any services the member actually received that were provided by a local, state or federal government agency, except when payment under this plan is expressly required by federal or state law. We will not cover payment for these services if the member is not required to pay for them or they are given to the member for free.

**Services of Relatives.** Professional services received from a person living in the member's home or who is related to the member by blood or marriage, except as specified as covered in the EOC.

**Voluntary Payment.** Services for which the member has no legal obligation to pay, or for which no charge would be made in the absence of insurance coverage or other health plan coverage, except services received at a non-governmental charitable research hospital. Such a hospital must meet the following guidelines: 1. It must be internationally known as being devoted mainly to medical research; 2. At least 10% of its yearly budget must be spent on research not directly related to patient care; 3. At least one-third of its gross income must come from donations or grants other than gifts or payments for patient care; 4. It must accept patients who are unable to pay; and 5. Two-thirds of its patients must have conditions directly related to the hospital's research.  
**Not Specifically Listed.** Services not specifically listed in the plan as covered services.

**Private Contracts.** Services or supplies provided pursuant to a private contract between the member and a provider, for which reimbursement under Medicare program is prohibited, as specified in Section 1802 (42 U.S.C. 1395a) of Title XVIII of the Social Security Act.

**Inpatient Diagnostic Tests.** Inpatient room and board charges in connection with a hospital stay primarily for diagnostic tests which could have been performed safely on an outpatient basis.

**Mental or Nervous Disorders.** Academic or educational testing, counseling, and remediation. Mental or nervous disorders or substance abuse, including rehabilitative care in relation to these conditions, except as specified as covered in the EOC.

**Orthodontia.** Braces, other orthodontic appliances or orthodontic services.

**Dental Services or Supplies.** For dental treatment, regardless of origin or cause, except as specified below. "Dental treatment" includes but is not limited to preventative care and fluoride treatments; dental x rays, supplies, appliances, dental implants and all associated expenses; diagnosis and treatment related to the teeth, jawbones or gums, including but not limited to:  
1. Extraction, restoration, and replacement of teeth; 2. Services to improve dental clinical outcomes. This exclusion does not apply to the following:  
1. Services which we are required by law to cover; 2. Services specified as covered in this booklet;  
3. Dental services to prepare the mouth for radiation therapy to treat head and/or neck cancer.  
**Hearing Aids or Tests.** Hearing aids and routine hearing tests, except as specified as covered in the EOC.

**Optometric Services or Supplies.** Optometric services, eye exercises including orthoptics. Routine eye exams and routine eye refractions, as specified as covered in the EOC. Eyeglasses or contact lenses, except as specified as covered in the EOC.

**Outpatient Occupational Therapy.** Outpatient occupational therapy, except by a home health agency, hospice, or home infusion therapy provider, as specified as covered in the EOC.

**Outpatient Speech Therapy.** Outpatient speech therapy, except as specified as covered in the EOC.

**Cosmetic Surgery.** Cosmetic surgery or other services performed solely for beautification or to alter or reshape normal (including aged) structures or tissues of the body to improve appearance. This exclusion does not apply to reconstructive surgery (that is, surgery performed to correct deformities caused by congenital or developmental abnormalities, illness, or injury for the purpose of improving bodily function or symptomatology or to create a normal appearance), including surgery performed to restore symmetry following mastectomy. Cosmetic surgery does not become reconstructive surgery because of psychological or psychiatric reasons.

**Commercial Weight Loss Programs.** Weight loss programs, whether or not they are pursued under medical or physician supervision, unless specifically listed as covered in this plan. This exclusion includes, but is not limited to, commercial weight loss programs (Weight Watchers, Jenny Craig, LA Weight Loss) and fasting programs. This exclusion does not apply to medically necessary treatments for morbid obesity or dietary evaluations and counseling, and behavioral modification programs for the treatment of anorexia nervosa or bulimia nervosa. Surgical treatment for morbid obesity is covered as described in the Evidence of Coverage (EOC).

**Sterilization Reversal. Infertility Treatment.** Any services or supplies furnished in connection with the diagnosis and treatment of infertility, including, but not limited to diagnostic tests, medication, surgery, artificial insemination, in vitro fertilization, sterilization reversal and gamete intrafallopian transfer.

**Surrogate Mother Services.** For any services or supplies provided to a person not covered under the plan in connection with a surrogate pregnancy (including, but not limited to, the bearing of a child by another woman for an infertile couple).

**Orthopedic Supplies.** Orthopedic supplies, orthopedic shoes (other than shoes joined to braces), or non-custom molded and cast shoe inserts, except for therapeutic shoes and inserts for the prevention and treatment of diabetes-related foot complications as specified as covered in the EOC.

**Air Conditioners.** Air purifiers, air conditioners or humidifiers.

**Custodial Care or Rest Cures.** Inpatient room and board charges in connection with a hospital stay primarily for environmental change or physical therapy. Services provided by a rest home, a home for the aged, a nursing home or any similar facility. Services provided by a skilled nursing facility or custodial care or rest cures, except as specified as covered in the EOC.

**Health Club Memberships.** Health club memberships, exercise equipment, charges from a physical fitness instructor or personal trainer, or any other charges for activities, equipment or facilities used for developing or maintaining physical fitness, even if ordered by a physician. This exclusion also applies to health spas.

**Personal Items.** Any supplies for comfort, hygiene or beautification.

**Education or Counseling.** Educational services or nutritional counseling, except as specified as covered in the EOC. This exclusion does not apply to counseling for the treatment of anorexia nervosa or bulimia nervosa.

**Food or Dietary Supplements.** Nutritional and/or dietary supplements, except as provided in this plan or as required by law. This exclusion includes, but is not limited to, those nutritional formulas and dietary supplements that can be purchased over the counter, which by law do not require either a written prescription or dispensing by a licensed pharmacist.

**Telephone and Facsimile Machine Consultations.** Consultations provided by telephone or facsimile machine.

**Routine Exams or Tests.** Routine physical exams or tests which do not directly treat an actual illness, injury or condition, including those required by employment or government authority, except as specified as covered in the EOC.

**Acupuncture.** Acupuncture treatment, except as specified as covered in the EOC. Acupressure or massage to control pain, treat illness or promote health by applying pressure to one or more specific areas of the body based on dermatomes or acupuncture points.

**Eye Surgery for Refractive Defects.** Any eye surgery solely or primarily for the purpose of correcting refractive defects of the eye such as nearsightedness (myopia) and/or astigmatism. Contact lenses and eyeglasses required as a result of this surgery.

**Physical Therapy or Physical Medicine.** Services of a physician for physical therapy or physical medicine, except when provided during a covered inpatient confinement or as specified as covered in the EOC.

**Outpatient Prescription Drugs and Medications.** Outpatient prescription drugs or medications and insulin, except as specified as covered in the EOC. Any non-prescription, over-the-counter patent or proprietary drug or medicine. Cosmetics, health or beauty aids.

**Specialty Pharmacy Drugs.** Specialty pharmacy drugs that must be obtained from the specialty pharmacy program, but, which are obtained from a retail pharmacy, are not covered by this plan. Member will have to pay the full cost of the specialty pharmacy drugs obtained from a retail pharmacy that should have been obtained from the specialty pharmacy program.

**Contraceptive Devices.** Contraceptive devices prescribed for birth control except as specified as covered in the EOC.

**Diabetic Supplies.** Prescription and non-prescription diabetic supplies except as specified as covered in the EOC.

**Private Duty Nursing.** Private duty nursing services.

**Lifestyle Programs.** Programs to alter one's lifestyle which may include but are not limited to diet, exercise, imagery or nutrition. This exclusion will not apply to cardiac rehabilitation programs approved by us.

**Varicose Vein Treatment.** Treatment of varicose veins or telangiectatic dermal veins (spider veins) by any method (including sclerotherapy or other surgeries) when services are rendered for cosmetic purposes.

**Wigs.**

**Third Party Liability —** Anthem Blue Cross is entitled to reimbursement of benefits paid if the member recovers damages from a legally liable third party.

**Coordination of Benefits —** The benefits of this plan may be reduced if the member has any other group health or dental coverage so that the services received from all group coverages do not exceed 100% of the covered expense.

## Self-Insured Schools of California (SISC) Pharmacy Benefit Schedule

PLAN	RX 5-20				
	Walk-in			Mail	
	Network	Costco		Costco	Navitus
Days' Supply*	30	30	90	90	30
Generic	\$5	Free	Free	Free	
Brand	\$20	\$20	\$50	\$50	
Specialty					\$20
Out-of-Pocket Maximum	\$1,500 Individual / \$2,500 Family				

SISC urges members to use generic drugs when available. If you or your physician requests the brand name when a generic equivalent is available, you will pay the generic copay plus the difference in cost between the brand and generic. The difference in cost between the brand and generic will not count toward the Annual Out-of-Pocket Maximum.

\*Members may receive up to 30 days and/or up to 90 days supply of medication at participating pharmacies. Some narcotic pain and cough medications are not included in the Costco Free Generic or 90-day supply programs. Navitus contracts with most independent and chain pharmacies with the exception of Walgreens.

### Mail Order Service

The Mail Order Service allows you to receive a 90-day supply of maintenance medications. This program is part of your pharmacy benefit and is **voluntary**.

### Specialty Pharmacy

Lumicera Specialty Services helps members who are taking medications for certain chronic illnesses or complex diseases by providing services that offer convenience and support. This program is part of your pharmacy benefit and is **mandatory**.

Navi-Gate® for Members allows you to access personalized pharmacy benefit information online at **www.navitus.com**. For information specific to your plan, visit Navi-Gate® for Members. Activate your account online using the Member Login link and an activation email will be sent to you. The site provides access to prescription benefits, pharmacy locator, drug search, drug interaction information, medication history, and mail order information. The site is available 24 hours a day, seven days a week.

<b>Plan Benefit Highlights for:</b>	<b>PPO Incentive (\$1,700/\$1,500) no Orthodontic</b>
<b>Group No:</b>	<b>Active, Retirees, and Cobra</b>
<b>Network:</b>	<b>PPO/Premier</b> *The plan provides an additional \$200 toward the calendar year maximum when you visit a PPO dentist. Look for this information for the dentist of your choice on the Delta find a provider website to take advantage of this additional amount: (Other network affiliations: Delta Dental PPO)

In this incentive plan, Delta Dental pays 70% of the contract allowance for covered basic services and major services during the first year of eligibility. The coinsurance percentage will increase by 10% each year (to a maximum of 100%) for each enrollee if that person visits the dentist at least once during the year. If an enrollee does not use the plan during the calendar year, the percentage remains at the level attained the previous year. If an enrollee becomes ineligible for benefits and later regains eligibility, the percentage will drop back to 70%.

<b>Eligibility</b>	Primary enrollee, spouse (includes domestic partner) and eligible dependent children to age 26	
<b>Deductibles</b>	N/A	
Deductibles waived for D & P?	N/A	
<b>Maximums</b>	The maximum benefit paid per calendar year is <b>\$1,700*</b> per person in-network (this amount includes the additional \$200 for using a PPO dentist. See note above under Network) The maximum benefit paid per calendar year is <b>\$1,500</b> per person out-of-network	
<b>Waiting Period(s)</b>	Basic Benefits None	Major Benefits None

<b>Benefits and Covered Services*</b>	<b>In-PPO Premier Network**</b>	<b>Non-Delta Providers**</b>
<b>Diagnostic &amp; Preventive Services (D &amp; P)</b> Exams, 2 cleanings per cal year, x-rays	70-100 %	70-100% UCR
<b>Basic Services</b> Fillings, simple tooth extractions, sealants	70-100 %	70-100% UCR
<b>Endodontics (root canals)</b> Covered Under Basic Services	70-100 %	70-100% UCR
<b>Periodontics (gum treatment) Covered Under Basic Services</b>	70-100 %	70-100% UCR
<b>Oral Surgery</b> Covered Under Basic Services	70-100 %	70-100% UCR
<b>Major Services</b> Crowns, inlays, onlays, and cast restorations	70-100 %	70-100% UCR
<b>Prosthodontics</b> Bridges, dentures, implants	50 %	50% UCR
<b>Dental Accident Benefits</b>	100% (separate \$1,000 maximum per person per calendar year)	

\* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental contract allowances and not necessarily each dentist's actual fees.

\*\* Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and program allowance for out-of-network dentists.

Delta Dental of California  
100 First St.  
San Francisco, CA 94105

**Customer Service**  
866-499-3001

**Claims Address**  
P.O. Box 997330  
Sacramento, CA 95899-7330

**deltadentalins.com**

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.

<b>Plan Benefit Highlights for:</b>	<b>PPO \$3,000 with Orthodontic</b>
<b>Group No:</b>	<b>Active and Cobra, (Retirees - exclude Orthodontic)</b>

<b>Eligibility</b>	Primary enrollee, spouse (includes domestic partner) and eligible dependent children to age 26		
<b>Deductibles</b>	In-Network: <b>N/A</b> Out-of-Network: <b>\$25</b> per person, <b>\$75</b> per family, per plan year		
Deductibles waived for D & P?	In-Network: <b>N/A</b> Out-of-Network: <b>No</b>		
<b>Maximums</b>	The maximum benefit paid per calendar year is <b>\$3,000</b> per person in-network The maximum benefit paid per calendar year is <b>\$1,000</b> per person out-of-network		
<b>Waiting Period(s)</b>	Basic Benefits None	Major Benefits None	Orthodontics None

<b>Benefits and Covered Services*</b>	<b>In-PPO Network**</b>	<b>Out-of-PPO Network**</b>
<b>Diagnostic &amp; Preventive Services (D &amp; P)</b> Exams, cleanings, x-rays	100 %	50 %
<b>Basic Services</b> Fillings, simple tooth extractions, sealants	100 %	50 %
<b>Endodontics</b> (root canals) Covered Under Basic Services	100 %	50 %
<b>Periodontics</b> (gum treatment) Covered Under Basic Services	100 %	50 %
<b>Oral Surgery</b> Covered Under Basic Services	100 %	50 %
<b>Major Services</b> Crowns, inlays, onlays and cast restorations	100 %	50 %
<b>Prosthodontics</b> Bridges, dentures, implants	50 %	50 %
<b>Orthodontic Benefits</b> Adults and dependent children	100%	100%
<b>Orthodontic Maximums</b>	Separate <b>\$3,000</b> Lifetime maximum per person	
<b>Dental Accident Benefits</b>	100% (separate \$1,000 maximum per person per calendar year)	50%

- \* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental contract allowances and not necessarily each dentist's actual fees.
- \*\* Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and program allowance for non-Delta Dental dentists.

<b>Delta Dental of California</b> 100 First St. San Francisco, CA 94105	<b>Customer Service</b> 866-499-3001	<b>Claims Address</b> P.O. Box 997330 Sacramento, CA 95899-7330
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**deltadentalins.com**

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.

# Your VSP Vision Benefits



Welcome to VSP® Vision Care. We'll help keep you and your eyes healthy through personalized care from a doctor you can trust.

Your eyes say a lot about you and can even tell your VSP doctor about you. During your WellVision Exam®, your VSP doctor will look for vision problems and signs of health conditions too.

## Getting started is a breeze.

- **Find the right VSP doctor for you.** You'll find plenty to choose from at [vsp.com](http://vsp.com) or by calling 800.877.7195.
- **Already have a VSP doctor?** At your appointment, tell them you're a VSP member.
- **Check out your coverage and savings.** Visit [vsp.com](http://vsp.com) to see your benefits anytime and check out how much you saved with VSP after your appointment.

That's it! We'll handle the rest—no ID card necessary or claim forms to complete.

Visit the Eyecare Discovery Center® at [vsp.com](http://vsp.com) for eye health articles, videos, and interactive games.

Keep your eyes healthy  
and your vision clear with VSP.

Contact VSP | [vsp.com](http://vsp.com)  
800.877.7195



SISC and VSP provide you an affordable eyecare plan.

Signature Plan C \$0

### Your Coverage from a VSP Doctor

**WellVision Exam®** focuses on your eye health and overall wellness .....**every calendar year**

#### Prescription Glasses

Lenses.....**every calendar year**

- Single vision, lined bifocal, lined trifocal lenses and tints.
- Polycarbonate lenses for dependent children.

Frame.....**every calendar year**

- \$150.00 allowance for frame of your choice
- \$170.00 featured frame brands
- 20% off the amount over your allowance
- \$80 allowance at Costco

~OR~

**Contact Lens Allowance** .....**every calendar year**

\$105.00 allowance for contacts and the contact lens exam (fitting and evaluation).

### Extra Discounts and Savings

#### Glasses and Sunglasses

- Average 35 - 40% savings on all non-covered lens options
- 30% off additional glasses and sunglasses, including lens options, from the same VSP doctor on the same day as your WellVision Exam. Or get 20% off from any VSP doctor within 12 months of your last WellVision Exam

#### Contacts

- 15% off cost of contact lens exam (fitting and evaluation)

#### Laser Vision Correction

- Average 15% off the regular price or 5% off the promotional price. Discounts only available from contracted facilities.
- After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor

### Co-Payments

Exam and Prescription Glasses Co-payment varies, contact VSP for additional information.

If you see a non-VSP provider, you'll receive a lesser benefit. Before seeing a non-VSP provider, call us at 800.877.7195 for more details.

#### Out-of-Network Reimbursement Amounts:

Exam .....	Up to \$35.00
Single vision lenses .....	Up to \$25.00
Lined bifocal lenses .....	Up to \$40.00
Lined trifocal lenses .....	Up to \$50.00
Frame .....	Up to \$30.00
Contacts .....	Up to \$90.00

VSP guarantees service from VSP doctors only. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail.

**APPENDIX G**  
**Insert 65 Plus Retiree Health Insurance Summary Sheet**

APPENDIX H  
Faculty Evaluation Process

Procedure for Evaluation of Adjunct Lecturers

General Information

A. Adjunct lecturers shall be evaluated for a minimum of one class section per discipline for the first two semesters of teaching. From the third semester onward, if any *new* disciplines are taught, the adjunct lecturer shall be evaluated a minimum of one class section per discipline. After the first two semesters, the adjunct lecturer shall be evaluated a minimum of once every third calendar year of teaching.

B. The evaluations shall include:

1. Division Chair (or designee) and Supervising Administrator observations
2. Student Evaluations
3. Division Chair (or designee) recommendation
4. Supervising Administrator optional meeting

C. Adjunct Lecturer Timeline Process

Specific  
Due Dates

1. Classroom or Workplace Observation  (Evaluation Form 1T*, 1NT* & 1NT-C*)	Within the 8 <sup>th</sup> – 16 <sup>th</sup> weeks of the semester  By arrangement with the Division Chair (or designee) and Supervising Administrator	_____  _____
	For Short-Term Classes: Within the 3 <sup>rd</sup> – 7 <sup>th</sup> weeks of the semester	_____
2. Student Evaluation –  (Evaluation Form 2T, 2NT-C, 2TS* & 2NTS-C)	HRD disseminates 9 <sup>th</sup> week (T)  Student completion 10 <sup>th</sup> to 13 <sup>th</sup> weeks (T)  Throughout the Fall Semester (NT)	_____  _____  _____
	For Short-Term Classes:  HRD disseminates 3 <sup>rd</sup> week (T)  Student completion 4 <sup>th</sup> to 8 <sup>th</sup> weeks (T)	_____  _____

D. The peer evaluation form, from the Division Chair (or designee), is due to the Supervising Administrator one week after the classroom observation.

## E. Curriculum Packet

A teaching contract faculty member shall submit a complete curriculum packet to the Supervising Administrator and to the Division Chair for peer committee review and evaluation by the end of the 7<sup>th</sup> week. A complete curriculum packet consists of:

- a. syllabus
- b. sample lesson
- c. sample assignment
- d. sample assessment i.e. test or quiz

## Student Evaluations

- F. The HRD will prepare and distribute the student evaluation process document and student evaluation for every section the adjunct lecturer teaches during the semester and applicable non-teaching faculty.
- G. The teaching adjunct lecturers of the commencement of the student evaluation process and of the need to notify their students to complete the evaluations. It is the adjunct lecturer's responsibility to ensure that student evaluations are completed in the applicable format.
- H. For each section taught by an adjunct lecturer, a person other than the adjunct lecturer will administer the evaluation instrument on or before Friday of the 13<sup>th</sup> week of the semester. Exceptions may include but not limited to non-teaching adjunct lecturers or short-term courses. The completed evaluations shall be turned into the HRD on or before Friday of the 13<sup>th</sup> week of the semester.
- I. Under the direction of the HRD, the student evaluation results shall be compiled. The HRD will forward the student evaluation results to the Supervising Administrator and Division Chair. The Supervising Administrator will distribute the student evaluation results to the adjunct lecturer once final grades are submitted.
- J. Instructions for Faculty Member:
  1. The enclosed evaluations are to be completed by – *dates are determined by HRD*
    - a. If you are teaching a short-term class, evaluations are to be completed by – *dates are determined by HRD*
  2. Please select a student to supervise the Instructor and course evaluation process.
  3. Review the instructions listed below with the Student Supervisor.

### Instructions for Student Supervisor:

1. Distribute an evaluation form to each student in the class.



2. Read the following instructions to the class aloud:

“In a continuing effort to improve instruction at Taft College, you are asked to take about ten minutes to complete an evaluation on your instructor and course. The results of this evaluation will be used by the instructor as feedback to determine his/her strengths and weaknesses as assessed by the student. No instructor will see the results of this evaluation until this semester is completed and all grades have been turned in to the Record’s Office.”

2. Upon completion of the evaluation by your fellow students, place the completed evaluation forms in the tamper resistant envelope, SEAL and SIGN YOUR NAME OVER THE SEAL it in the presence of the class. Immediately return the sealed envelope to your instructor, who will return the sealed envelope to the Human Resources Department or mailbox by the deadline.

**Procedure for Evaluation of Contract Faculty**

**General Information**

- A. Tenure track contract faculty members shall be evaluated annually during the first four years of employment. Tenured faculty shall be evaluated every three years. Non tenure track contract faculty members shall be evaluated annually. Each contract faculty member will be evaluated in each area of contract responsibility. All evaluations will be conducted during the fall semester unless there are extenuating circumstances. Spring evaluations will only take place with prior approval by the Supervising Administrator.
- B. The evaluations shall include:
  - 1. Peer and Supervising Administrator observations
  - 2. Student evaluations (if applicable)
  - 3. Self-evaluation
  - 4. Peer evaluation
  - 5. Supervising Administrator evaluation
- C. The evaluation process document and the evaluation packet which includes a copy of the timeline will be prepared and distributed to the Contract Faculty Member, Division Chair, Supervising Administrator and Supervising Assistant by the Human Resources Department (HRD) during the fall in-service.

**Contract Faculty Process Timeline**

**Specific Due Dates**

1. Curriculum Packet	Fall Semester:	End of the 7 <sup>th</sup> week of the semester	_____
<ul style="list-style-type: none"> <li>• Syllabus</li> <li>• Sample lesson</li> <li>• Assessment</li> </ul>	Spring Semester:	End of the 2 <sup>nd</sup> week of the semester	_____



## Student Evaluations

- E. The HRD will prepare and distribute the student evaluation process document and student evaluation packets for every section the teaching contract faculty member teaches during the semester and applicable non-teaching faculty.
- F. The HRD will notify the teaching contract faculty member of the commencement of the student evaluation process and of the need to notify their students to complete evaluations. It is the contract faculty member's responsibility to ensure that student evaluations are completed in the applicable format.
- G. For each section taught by a contract faculty member, a person other than that contract faculty member will administer the evaluation instrument on or before Friday of the 13th week of the fall semester. Exceptions may include but not limited to nonteaching contract faculty or short-term courses. The completed evaluations shall be turned into the Human Resources Department on or before Friday of the 13th week of the fall semester.
- H. Under the direction of the Human Resources Department, the student evaluation results shall be compiled. The HRD will forward the student evaluation results to the Supervising Administrator and Division Chair. The Supervising Administrator will distribute the student evaluation results to the contract faculty member once final grades are submitted.
- I. Instructions for Faculty Member:
  - 1. The enclosed evaluations are to be completed by
  - 2. Please select a student to supervise the Instructor and Course evaluation process.
  - 3. Review the instructions listed below with the Student Supervisor.

### Instructions for Student Supervisor:

- 1. Distribute an evaluation form to each student in the class.
- 2. Read the following instructions to the class aloud:

“In a continuing effort to improve instruction at Taft College, you are asked to take about ten minutes to complete an evaluation on your instructor and course. The results of this evaluation will be used by the instructor as feedback to determine his/her strengths and weaknesses as assessed by the student. No instructor will see the results of this evaluation until this semester is completed and all grades have been turned in to the Record's Office.”
- 3. Upon completion of the evaluation by your fellow students, place the completed evaluation forms in the tamper resistant envelope, SEAL and SIGN YOUR NAME OVER THE SEAL it in the presence of the class. Immediately return the sealed envelope to your instructor, who will return the sealed envelope to the Human Resources Department or mailbox by the deadline.

## Curriculum Packet

- J. A teaching contract faculty member shall submit a complete curriculum packet to the Supervising Administrator and to the Division Chair for peer committee review and evaluation by the end of the 7<sup>th</sup> week. A complete curriculum packet consists of:
- a. syllabus
  - b. sample lesson
  - c. sample assignment
  - d. sample assessment i.e. test or quiz

## Self-Evaluation

- K. Faculty members must complete a self-evaluation for each area of contract responsibility. The self-evaluation will include a written evaluation to address areas outlined in the teaching and non-teaching faculty self-evaluation guidelines. The self-evaluation is due to the Supervising Administrator and to the Division Chair for peer committee review on or before the 1<sup>st</sup> day of the 2<sup>nd</sup> week of the January in-service for the fall semester, or for the spring evaluations, on or before the Friday of the 6<sup>th</sup> week of the spring semester.

## Peer and Supervising Administrator Process

- L. The Human Resources Department will prepare and distribute the peer evaluation process document and peer evaluation packets to the Supervising Administrator, Supervising Administrator Assistants and the Division Chair during the fall in-service.
- M. A peer evaluation committee shall be determined by the end of the 7<sup>th</sup> week of the fall semester of each academic year. A peer evaluation committee consisting of the Division Chair and at least 2 faculty members shall be determined by the Division Chair for contract faculty members.
- N. The Supervising Administrator (Superintendent/President and Vice Presidents) and each member of the peer evaluation committee shall conduct a classroom and/or workplace observation of at least one of the contract faculty members' sessions within the 8<sup>th</sup> to 16<sup>th</sup> weeks of the fall semester or, for spring evaluations, on or before the last day of the 5<sup>th</sup> week of the spring semester.
- O. Each peer evaluation committee member shall meet with the contract faculty member within five working days of the observation to discuss observation and classroom materials. The peer evaluation committee shall meet to formulate their comments and recommendations and then forward a recommendation memo for retention, retention with qualification (Q), or non-retention and observation forms and other supporting documentation to the Supervising Administrator on or before the Friday of the second week of the January in-service for the fall semester or, for spring evaluations, on or before the Wednesday of the 7<sup>th</sup> week of the spring semester.
- P. After the Supervising Administrator (Superintendent/President and Vice Presidents) reviews the Peer Evaluation Committee's recommendation documentation an appointment will be arranged by the office

of the Supervising Administrator for him/her to discuss the evaluation with the Supervising Administrator on or before the last Friday of January for the fall semester or, on or before the Friday of the 7<sup>th</sup> week of the spring semester.

- Q. The Supervising Administrator’s recommendation for retention or non-retention to the Superintendent/President and supporting documentation is due to the Human Resources Department on or before the last Friday of January for the fall semester or, for spring evaluations, on or before the Friday of the 7<sup>th</sup> week of the spring semester.
- R. In the event the evaluation yields retention with qualification result, the Peer Evaluation Committee and Supervising Administrator, in coordination with the Human Resources Department, will outline the areas of concern in a separate document by the end of March and progress will be addressed in the next evaluation.

**Procedure for Evaluation of Tenured Faculty**

**General Information**

- A. Tenured faculty members (professor) shall be evaluated every third year upon attaining tenure. Each professor will be evaluated in each area of contract responsibility. All evaluations will be conducted during the fall semester unless there are extenuating circumstances.
- B. The evaluations shall include:
  - 1. Student evaluations (if applicable).
  - 2. Self-evaluation.
  - 3. Statement of Compliance.
  - 4. Professor’s evaluation meeting with Supervising Administrator.
- C. The evaluation process document and the evaluation packet which includes a copy of the timeline will be prepared and distributed to the professor by the Human Resources Department during fall in-service. The timeline process will be as follows:

**Tenured Faculty Timeline Process**

Specific Due  
Dates

1. Student Evaluation	HRD disseminates 9 <sup>th</sup> week (T)	_____
(Evaluation Form 1T, 1NT, 1TS & 1NTS)	Student completion 10 <sup>th</sup> to 13 <sup>th</sup> weeks (T)	_____
	Throughout Fall Semester (NT)	
2. Professor Documents	Due on or before the 2 <sup>nd</sup> Friday in March to the Supervising Administrator.	_____
<ul style="list-style-type: none"> <li>• Self-Evaluation</li> <li>• Completion of Statement of Compliance</li> </ul>		

- |  |  |       |
|--|--|-------|
| 3. Peer Committee Review               | Feedback to professor due on or before the first Friday in March.          | _____ |
| 4. Supervising Administrator Documents | Due on or before the last Friday in May to the Human Resources Department. | _____ |
- Professor Evaluation Meeting
  - Completion of Statement of Compliance

**Student Evaluations**

- D. The Human Resources Department will prepare and distribute to the professor, the student evaluation process document and student evaluation packets for every section the teaching professor teaches during the semester and applicable non-teaching faculty.
- E. The HRD will notify the teaching professor of the commencement of the student evaluation process and of the need to notify their students to complete evaluations. It is the professor's responsibility to ensure that student evaluations are completed in the applicable format.
- F. For each section taught by a professor, a person other than that professor will administer the evaluation instrument on or before Friday of the 13th week of the fall semester. Exceptions may include but not limited to nonteaching professors or short-term courses. The completed evaluations shall be turned into the Human Resources Department on or before Friday of the 13<sup>th</sup> week of the fall semester.
- G. Under the direction of the Human Resources Department, the student evaluation results shall be compiled. The HRD will forward the student evaluation results to the Supervising Administrator and Division Chair. The Supervising Administrator will distribute the student evaluation results to the contract faculty member once final grades are submitted.
- H. Instructions for Faculty Member:
  - 1. The enclosed evaluations are to be completed by
  - 2. Please select a student to supervise the Instructor and Course evaluation process.
  - 3. Review the instructions listed below with the Student Supervisor.

**Instructions for Student Supervisor:**

- 1. Distribute an evaluation form to each student in the class.
- 2. Read the following instructions to the class aloud:

"In a continuing effort to improve instruction at Taft College, you are asked to take about ten minutes to complete an evaluation on your instructor and course. The results of this evaluation will be used by the instructor as feedback to determine his/her strengths and weaknesses as assessed by the student. No instructor will see the results of this evaluation until this semester is completed and all grades have been turned in to the Record's Office."

3. Upon completion of the evaluation by your fellow students, place the completed evaluation forms in the tamper resistant envelope, SEAL and SIGN YOUR NAME OVER THE SEAL it in the presence of the class. Immediately return the sealed envelope to your instructor, who will return the sealed envelope to the Human Resources Department or mailbox by the deadline.

#### Peer Committee

- I. A professor shall select 3 peer committee members of their choice.
- J. Each peer committee member reviews the professor's evaluation materials and provides feedback to professor on or before the first Friday in March.

#### Self-Evaluation

K. A professor shall submit a complete self-evaluation packet to the Supervising Administrator on or before the 2<sup>nd</sup> Friday in March. A complete self-evaluation packet consists of a written evaluation indicating positive attributes, shortcomings, and a possible plan to enhance overall competency. Four general areas to be considered:

(T) 1) Subject Matter; 2) Methodology; 3) Professional Relations; 4) Growth Plan

(NT) 1) Accomplishments; 2) Training Development; 3) Professional Relations; and  
4) Growth Plan

#### Supervising Administrator

- L. After the Supervising Administrator reviews the professor's evaluation materials, an appointment will be arranged by the office of the Supervising Administrator for him/her to discuss the evaluation with the Supervising Administrator on or before the last Friday in May.
- M. The Supervising Administrator shall complete their portion of the Statement of Compliance form and send with supporting documentation to the Human Resources Department on or before the last Friday in May.