PERALTA COMMUNITY COLLEGE DISTRICT
333 E. Eighth Street
Oakland, California 94606

AGREEMENT

This Agreement, is made and entered into as of the 8th day of May, 20 13 by and between the PERALTA COMMUNITY COLLEGE DISTRICT, sometimes referred to hereinafter as "DISTRICT," and David A Morales (NAME OF EMPLOYEE), sometimes referred to hereinafter as "CERTIFICATED EMPLOYEE."

WITNESSETH:

WHEREAS, the PERALTA COMMUNITY COLLEGE DISTRICT desires to make available to David A Morales (NAME OF EMPLOYEE) a qualified certificated employee of said District, the benefits of Section 87483 of the Education Code of the State of California, pursuant to the regulations established by the Board of Trustees of said District, it is mutually agreed by the Parties hereto that the covenants and conditions stated hereinafter shall govern the employment and load assignment of, and compensation and benefits paid to, said CERTIFICATED EMPLOYEE, effective as of the date(s) stated hereinafter.

1. Effective as of the 1st day of July, 19___, and continuing to the 30th day of June, 20 14 or unless sooner revoked through mutual consent of the CERTIFICATED EMPLOYEE and the DISTRICT, the workload of the employee shall be reduced 75 per cent of a full-time assignment to be served as follows:

   Fall Semester/~~Quarter~~ - 75 % _____ Days

   Winter Quarter - ____ % _____ Days

   Spring Semester/~~Quarter~~ - 75 % _____ Days

   It is understood that the actual, total load to be assigned for the academic year portion of any school year in which this AGREEMENT is in effect shall be determined by said Board of Trustees or its designee.

2. While the actual commencement and termination dates for the period of reduced service under this agreement will vary annually as set forth in the DISTRICT Academic Calendar adopted by the Board of Trustees, it is agreed that the period of such reduced service shall be rendered annually at the same approximate time during the period of the agreement. Duty days in addition to assigned classes shall be required of a CERTIFICATED EMPLOYEE employed full-time, except as reduced by the proportion of the reduced workload assignment shall include pro-rata participation in the activities which are part of a full-time assignment and occur outside the classroom/studio.

3. That during the period of this agreement, the CERTIFICATED EMPLOYEE shall be paid a pro-rata percentage of the salary the CERTIFICATED EMPLOYEE would have been earning had he not elected to exercise the option of part-time employment.

4. The CERTIFICATED EMPLOYEE shall retain all rights and benefits for which he makes payment that would be required if he remained in full-time employment.

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

6. That the DISTRICT and CERTIFICATED EMPLOYEE shall each contribute to the State Teachers' Retirement System the amount that would have been contributed if the employee were employed on a full-time basis. The employee shall comply with regulations established by the State Teachers' Retirement System. Failure to comply may mean loss of retirement service credit.

7. That the pro-rated compensation to be paid CERTIFICATED EMPLOYEE by the DISTRICT each school year included in the period of such reduction of workload will be in accordance with the adopted Certificated Salary Schedule for that school year. Said compensation will be paid in the same manner that employee would have received regular salary payments if no reduction in workload had been taken.

8. That employee shall not be allowed "extra-service" assignments while participating in this program.

It is understood and agreed that this Agreement may be amended by mutual consent of both Parties hereto, and any amendment shall not be effective until reduced to writing and signed by said Parties.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement.

David A Morales
SIGNATURE — CERTIFICATED EMPLOYEE

5-8-13
DATE

PERALTA COMMUNITY COLLEGE DISTRICT

PRESIDENT, BOARD OF TRUSTEES — DATE

SECRETARY, BOARD OF TRUSTEES — DATE

(JD 1/80)