



FACULTY FOCUS

Issue I: September, 2014

Grade Changes

By Charlotte Lofft, FA President

Colleagues:

We have reported in recent Newsletters that the FA achieved some valuable Contract language regarding grade changes. This language is in Article 9L of the Agreement Between the District and the Faculty Association. (The Contract). Refer to the Contract which you can find online at [clpcd.org/HR/Union Agreements/Faculty Contract](http://clpcd.org/HR/Union%20Agreements/Faculty%20Contract). A summary is below:

- Assignment of Grades: 9L.1 This is the sole prerogative of the instructor of record, and a grade cannot be changed absent fraud, mistake, incompetence, or bad faith on the part of the instructor. The administration has the burden of proof to demonstrate that the instructor evidenced one or more of these behaviors if they try to interfere with our exclusive rights to change a grade.
- Withdrawals: 9L.2 A&R or the Dean of Counseling has to notify the instructor of record whenever a student submits a withdrawal petition to withdraw for extenuating circumstances (a “WE”) after the “W” date. The District has to notify the instructor of record within five days of when the “WE” petition was submitted.
 - “WE” grades are only for verified cases of accidents, illness or other circumstances beyond the control of the student, and only after notification to and consultation with the instructor of record. The instructor of record is entitled to know the “extenuating circumstance” so as to inform his/her consideration for the grade change.
- Notification of Grade Change: 9L.3 As a matter of procedure, A&R shall notify the instructor of record when a grade change is entered on a student record. This notice shall occur within 20 days of when the grade change occurred.
- Recording of Grade Changes: 9L.4 As a matter of procedure, any grade change from a decision of the Student Appeals Process
- Training In Electronic Grade Submission: 9L.5 District provided to all faculty requesting it. Part-time faculty have to be paid for one hour of training.
- Midterm Progress Report: 9L.6 Optional submission.
- Dropping and Adding Students Electronically and Assigning Incompletes Electronically: 9L.7 Can be done without the need to fill out forms.
 - Online Grading and Attendance Reporting 9L.8 Can be

2014-2015 CLPFA Officers

President

Charlotte Lofft
510.723.6873

Vice President

Chabot: **Dave Fouquet** 510.723.6868
LPC: **LaVaughn Hart**
925.424.1194

Secretary

Nancy Cowan Pinio
510.723.7535

Treasurer

Debbie Fields
925.424.1113

Part Time Representatives

Chabot: **Zac Walsh**
510.723.6600

LPC: **Victoria Austin**
925.424-1000 ext. 2660

Membership

Chabot: **Doris Hanhan**
510.723.6911
LPC: **Heike Gecox**
925.424.1436

Grievance Officer

Chabot: **Jane Vallely** 510.723.7211
LPC: **Nan Ho**
925.424.1344

Negotiations Team

Tom DeWit
Chief Negotiator
Dave Fouquet
Debbie Fields
Charlotte Lofft
Zac Walsh
Part-Time Rep

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- done. Part-time faculty can be paid for one hour of requested training, usually done during orientation.

NOTE: It is the opinion of the FA that an administrator's signature on a Grade Change Form is ONLY for the purpose of verifying that the instructor of record submitted the form. The administrator may contact the instructor to confirm that the form was not submitted by an impostor. The administrator does NOT have the authority to veto a grade change or to ask for documentation to verify it. Such administrative actions must be confined exclusively to cases of student grade challenges via the appropriate student grievance procedure.

Assignment of Grades: Faculty Right to Assign Grades Based on Class Attendance

By Charlotte Lofft, FA President

This article appeared before. It is being repeated here because it is important and because we have many new faculty who will benefit from this information.

As some of you may know, some concerns have arisen in the past regarding the current and common practice of most vocational tech programs, as well as the practice of faculty in other disciplines, to assign grades based on class attendance.

The FA has looked into this matter and initiated discussions with the administration and determined that the administration AGREES that both the State Education Code, various court cases, and the FA Collective Bargaining Agreement (the "Contract") guarantee that faculty have the right, under academic freedom, to determine grading, and may assign a failing grade to students who fail to meet specified attendance standards that are determined by faculty—either program-wide or individually.

Because this is such an important issue to faculty, and is part of our Contract, we are

writing to ensure that any confusion over this issue is clarified.

To that end:

All faculty are permitted by law to establish standards of attendance and drop students from their classes and assign failing grades for students who do not meet those attendance standards;

These standards may be set by a program (such as many of our vocational tech programs), or by individual faculty in academic or other disciplines;

Students should be advised at the beginning of classes of standards of attendance—and that failure to meet those standards will result in being dropped from the class and/or receiving a failing grade; and

Program-wide standards should ordinarily appear in the materials about the program and individual faculty that use attendance standards should also include them in their syllabi.

The FA attorney, Mr. Robert Bezemek, has provided the following information for all faculty. If you are challenged by the District or any of your supervisors for assigning a failing grade, lowering a grade, or dropping a student based on attendance, please contact the FA immediately, and we will assist you in upholding your rights.

Mr. Bezemek pointed out that the law expressly provides that faculty have the right to issue student grades, so long as there is no mistake, fraud, bad faith or incompetency in the process. This right was assured when the legislature adopted section 76224, which provides: (a) **When grades are given for any course of instruction taught in a community college district, the grade given to each student shall be the grade determined by the instructor of**

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the course and the determination of the student's grade by the instructor, in the absence of mistake, fraud, bad faith, or incompetency, shall be final.” (NOTE: This section of the Ed. Code is referenced in our Contract, Article 9L. A violation would be grievable.)



This protective provision of the Education Code is duplicated in Title 5. (5 Cal. Code of Regs § 55025) As stated above, this Education Code language is in Article 9L of our Contract.

As stated above, our Contract does memorialize the relevant section of the Education Code with respect to faculty rights in grading. The FA takes these rights very seriously, and we want to hear from you if you feel these rights are being violated.

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Need Contract Information?
New Faculty Orientation Materials?*

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www.clpcfa.com

Sexual Harassment and Stalking Training: Part-time Faculty

By Charlotte Lofft, FA President

Many Full-time faculty have participated in the training for Sexual Harassment and Stalking. This is a very valuable use of our time and should help us deal with these issues in the future.

There have been some concerns among Part-time faculty as to whether or not you have to participate in this training. The answer is YES. The training is required by Federal Law, and even though our Contract does not mention it as a working condition, it is important to note that the law preempts the Contract. (This preemption is clearly stated in Article 1A.1, which states: "...The Education Code and Title V take precedence over this Agreement...")

The FA is sensitive to the time and working conditions of Part-time faculty, and we negotiated a Contract provision that requires the District to pay for attendance at mandatory meetings, such as this orientation. Article 21G.2a of the Contract states that Part-time faculty performing approved incidental hourly work (e.g., program or professional development, attending meetings, etc.) shall be paid at \$46.92 per hour.

Your Division Dean will need to approve your training and sign that you finished it. The expectation is that the training will not take more than two (2) hours.

The attached MOU was executed in 2012 and was overlooked when the Contract was negotiated. It is current and will be included in the next printed version of the Contract.

Charlotte Lofft, FA President

MEMORANDUM OF UNDERSTANDING
BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
CHABOT-LAS POSITAS FACULTY ASSOCIATION

February 21, 2012

It is agreed that Article 18T shall be modified to read:

18T. Part-time (Adjunct) Unit Members Working on Student Learning Outcomes (SLOs) and Course Learning Outcomes (CLOs) or Program Learning Outcomes (PLOs)

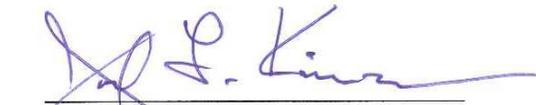
It is understood that Part-time (Adjunct) unit members shall be paid for any work approved by the Division Dean when they participate in developing and/or assessing SLOs, CLOs, and/or PLOs. Salary shall be at the rate for a mandatory meeting. (See Article 21G.2.b)

Further, it is agreed that Part-time (Adjunct) faculty requested to enter SLO assessment data and participate in “closing the loop” evaluations shall normally be paid for not more than one and a half (1.5) hours upon completion of the work for each course. Payment shall be at the prevailing “F-Hour” hourly rate.

It is understood that payments for any SLO-related work under this provision must be approved by the appropriate Division Dean. The Division Dean is empowered to provide additional time, paid at the “F Hour” rate at his/her discretion.



Dr. Charlotte E. Lofft, President
Chabot-Las Positas
Faculty Association



Dr. Joel Kinnamon, Chancellor
Chabot-Las Positas
Community College District