



Chabot-Las Positas Faculty Association (CLPFA) FACULTY FOCUS



Working After Retirement: PERS Issues

By Charlotte Lofft, FA President

The last issue of Faculty Focus had an article on STRS issues related to working after retirement.

I was asked to research information on PERS with respect to working after retirement. This is a brief synopsis based on a Cal PERS FAQs Bulletin. (www.calpers.ca.gov.) Please go to the web site for extensive details.

The term "limit post retirement public employment" is a broad term used to describe two sections of the PEPR Act. (PEPRA stands for Public Employment Pension Reform Act.) (Sections 7522.56 and 7522.57.)

Generally speaking, Section 7522.56 places specific limits on the number of hours a retiree may work, as well as the amount of compensation a retiree may be paid, for employment after retirement within the public retirement system from which he/she retired. This provision also requires a 180 day wait period after retirement before a retiree can commence post-retirement employment, unless one of the statutory exceptions applies. Section 7522.57 defines the conditions and limitations for retirees who serve on State Boards or Commissions.

The 180 day break in service applies to all retirees regardless of retirement age unless there is a statutory exception. If a member violates the 180 day wait period, he/she is subject to mandatory reinstatement into Cal PERS.

There is an hours of employment limitation based on a fiscal year. CalPERS will apply the 960 hour limit for each fiscal year.

My CalSTRS

Verify Your Contact Information

With the 2013 tax season just around the corner, now is a great time to verify that your address and other contact information is current on *myCalSTRS*. CalSTRS will mail your tax forms to your home address in January, so be sure to make any updates by December 15, 2013. If you need assistance or have questions, please contact us at 800-228-5453.

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Pension “Reform” Initiative - Chuck Reed

UPDATE: Week ending November

San Jose Mayor Reed has embarked on a push for a statewide initiative battle citing municipal difficulties. He's working with conservative Republicans, former Schwarzenegger aides, and the Silicon Valley Chamber of Commerce. He has raised approximately \$300,000, but additional funds will be needed to pay for a successful signature gathering campaign (however, if past efforts are any indication, it is likely that more money will be donated to the campaign)

What the Pension Initiative Does:

For the first time, the pension “reform” will go after benefits of CURRENT public employees

- No limits on changes for future employees.
- Reduces collective bargaining rights.
- Requires “stabilization plans” likely to result in higher employee contributions.
- Have implications for health benefits as well.

The initiative’s Title and Summary will likely be issued by the Attorney General’s Office on or around December 5th, with signature gathering beginning in January.

(NOTE: Information provided by SEIU.)

Attention Part-time Faculty

By Charlotte Lofft

It has come to the attention of the FA that some Part-time faculty are being asked to write Course Outlines. This is not appropriate as there is no mechanism in our FA-District Contract to pay for this service. Please let me or one of your Part-time FA Reps know if you are asked to do this,. We hope to negotiate language to be able to pay you for this service, but until then you should not be expected to do it.

Thank you for your hard work and consideration.

GRADE CHANGE ISSUES

By Charlotte Lofft, FA President

The new Contract between the FA and the District deals with some nuances related to grade change matters that have not been properly shared. This brief article attempts to do so.



First, the MOU that was signed October 22, 2013 is attached. It has the precise Contract language, which can be found in Article 9L1-4 of this new Agreement.

Article 9L.1 is not new and has been in our Contract for some time. It quotes the Education Code, which essentially states that the instructor of record has the sole discretion in determining grades unless there is evidence of mistake, fraud, bad faith, or incompetence.

The mechanism for determining whether or not an instructor has made a mistake rests with the Academic Fairness Committee of each college. This committee is formed when a student files a grade challenge grievance. That committee actually does have the authority to advise a grade change. The Contract, in Article 16-3, details some procedures for the Academic Fairness Committee. These procedures are also codified in Board of Trustee Administrative Rules and Procedures 5513. These documents are available at the District web site. (www.clpccd.org/HR)

If there is a claim of fraud, incompetence, or bad faith on the part of the instructor of record, it is likely that a decision on these issues would have to be made by a court of competent jurisdiction or perhaps a different party.

**Chabot-Las Positas Faculty Association
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Grades continued

Articles 9L2-4 are entirely new to this Contract. They relate to different issues than 9L1.

Article 9L.2 deals with a grade change for extenuating circumstances. (A “WE”). Title 5 requires that the instructor of record be given information about the “WE” request, and that the instructor be involved in the consultation process. Perhaps you are aware that a “WE” is only available after the “W” date has passed, so this comes up late in the semester and the consultation process needs immediate attention. It needs to be thorough and factual, supported by data.

Article 9L.3 deals with the issue of giving faculty notice when a grade has been changed for a student in his/her class. The intent of this provision is to prevent academic fraud. For instance, if the instructor didn’t put in the paperwork for a grade change but then was notified that it occurred, the assumption is that the grade change request was based on a misrepresentation. The notice to the faculty person would provide a mechanism to correct such action. This article also serves to insure faculty who request a grade change that the change actually occurred.

Article 9L.4 deals with the issue of who signs the grade change form when the change is the result of a decision by the Academic Fairness Committee, based on a student grievance. Only management can do so, and they have to indicate the decision

on the form.

Please take the time to review the attached MOU and to also review Article 16-3 of the new Contract and Board of Trustee Administrative Rules and Procedures 5513. Let me know if you have any questions.

Final Version of Contract is on the Web

The final version of the FA Contract is on the Web. (www.clpccd.org/HR/UnionAgreements.)

This contract was ratified in October of 2011, but there were two outstanding Unfair Labor Practices that the FA had filed. PERB ruled that the District had to negotiate them with us, so that took until this last May to be completed.

In addition, there was a massive editing of the document with some articles re-numbered and, therefore, all cross references had to be reworded as well. It had to be done, but was a huge job.

We now have a very thorough electronic version, with hyperlinks from the Table of Contents to the text, and from within one part of the text to another part. We have a thorough Index and all the forms in the Appendix.

It is awesome, and we are among a very few districts in the state that have this level of sophistication in our electronic version.

I want to thank Ms. Karen Kit, Administrative Assistant in HR for her steadfast devotion to the details of all the editing and electronic corrections. Also, her supervisor, Mr. Wyman Fong, Vice Chancellor of HR, for giving us so much access to Ms. Kit. Also, to Ms. LaVaughn Hart, CIS Instructor, LPC, for her expert guidance with the electronic aspects of this matter.

This was a real team effort that is reflected in an outstanding contract posting.

Financial Matters
By Charlotte Lofft, FA President

1. The 403B and 457 limits will not change in 2014. They are 17,500. With an additional \$5,500 for those over 50.
2. Mercury Auto Insurance offers substantial discounts to teachers. And, if you have a Life Credential, you can continue to get the

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

October 22, 2013

9L.1. Assignment Of Grades

Assignment of all grades is the sole responsibility of the Instructor of Record. When grades are given for any course of instruction, the grade given to each student shall be determined by the instructor of the course and the determination of the student's grade by the instructor, in the absence of mistake, fraud, bad faith, or incompetence, shall be final (California Education Code Section 76224).

Neither grading of assignments nor submission of grades shall be delegated to any other person. Unit members shall submit grades by the deadlines established and published by the Office of Admissions and Records and agreed to by the Academic Calendar Committee (see Article 8C.4).

Grading by attendance shall be at the discretion of the Instructional Faculty member of record. See Article 9B (Syllabus) (above) for notice requirements related to grading.

9L.2 Withdrawals – Notification And Consultation

The Office of Admissions and Records or Dean of Counseling shall notify the Instructor of Record whenever his/her student submits a withdrawal petition after the last day to withdraw with a "W" for extenuating circumstances (a "WE"). The District shall send this notification to the Instructor of Record within five (5) work days of the date the WE petition was submitted.

It is understood that a grade for a "W" for extenuating circumstances shall only be assigned for verified cases of accidents, illness or other circumstances beyond the control of the student, and after notification to, and consultation with the Instructor of Record. As part of the consultation process, the instructor is entitled to know of any "extenuating circumstances" so to inform the instructor's consideration for the grade change request, as well as the consultation process. The District and the Instructor of Record shall complete the consultation process in a timely fashion. (Cal. Admin. Code Title 5 section, 55024).

9L.3. Notification Of Grade Change

As a matter of procedure, the Office of Admissions and Records shall notify each unit member in writing, either electronically or in hardcopy, when a grade change for a course taught by that instructor is entered onto a student record. This notification shall occur within twenty (20) calendar days of when the grade change is entered.

9L.4. Recording Grade Changes Under Board Administrative Policy/Rules and Procedures 5513

As a matter of procedure, if at the conclusion of the Student Grievance Process, including any appeals, a grade change results from a decision of the Academic Fairness Committee (see Article 16-3), then the grade change document shall be submitted and signed by the appropriate manager, with a notation to the effect that the grade was changed from a ___ to a ___ by a decision of the Academic Fairness Committee as a result of the student grievance.

Charlotte E. Lofft 10/22/2013
Dr. Charlotte E. Lofft, President/Dated
Chabot-Las Positas
Faculty Association

Jannett N. Jackson 10/22/2013
Dr. Jannett Jackson, Chancellor/Dated
Chabot-Las Positas
Community College District