



# Chabot-Las Positas Faculty Association

## Faculty Focus

### FACULTY ASSOCIATION TO SEEK DUES CHANGES

*By Charlotte Lofft, FA President*

This is a follow up to our announcement on Convocation Day which was referred to in our Summer Mailing. The FA has voted to ask the membership to vote for a dues restructuring.

Specifically, we will seek to have a proportional dues structure whereby everyone will pay a 0.6% Agency Fee. This will “level the playing field” whereby faculty who earn less will pay proportionally less and those who earn more will pay proportionally more to achieve their fair share. It is a more fair and logical way to seek dues than the current system of a flat fee per month.

Please see the table on page three to compare where we rank with other unions in the area and the state. Even with this proposed increase we would be at or below more than 90% of the unions listed on the table.

I hope you will support this request to change our dues structure.

Thank you, Charlotte Lofft

### Update: Part-time Faculty

#### Placement in Retirement System

*By: Vicky Austin, FA Part-Time Representative*

As has been reported in previous newsletters, the FA has been working with a number of Part-time faculty on issues related to the election of a retirement plan when the Part-time faculty member was initially hired. When you are hired, you are given the choice of several retirement options, which are listed below, and you fill out forms for the plan you select. When employment files were audited about a year and a half ago, it was discovered that significant number of Part-time faculty either have no form in their file or a form that is difficult to interpret. We are working with the district to clarify what the intention of these members is or was with respect to selecting a retirement plan.

Impacted Part-time faculty members have been contacted and the District and FA are working to resolving these often complex retirement issues. For unit members who need corrections to their retirement records, we have been working with the district and CalSTRS to review and correct this information. Each person’s situation is unique and requires individual research, so making these corrections takes time. Explaining all the different subtleties and possible circumstances of the situations we’ve encountered is beyond the scope of this article. If you are one of the members whose records need correction and the adjustment is complete, you will have received notification. If the review and any adjustment is not yet completed, you will receive notification when it’s completed.

Both the FA and the district have contacted the affected Part-time faculty to inform members about their options to for either the STRS Cash Balance Plan, the STRS Defined Benefit Plan, or Social Security. If you are a member affected by this issue, you have already heard from the district, or the FA, or both. *Continued on Page 4*

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**Dave Fouquet, Debbie Fields,**

**Charlotte Lofft, LaVaughn Hart and**

**Victoria Austin**

# Professional Responsibilities for Part-time Faculty

The Faculty Association has received a number of questions regarding professional responsibilities for Part-time Faculty. With our new contract, there are some important changes to the professional responsibilities for Part-time Faculty and the financial compensation associated with these responsibilities. Article 18 of the contract covers these issues along with a lot of other topics related to Part-time Faculty.

Many Part-time Faculty members have been doing work on Student Learning Outcomes / Program Learning Outcomes / Service Learning Outcomes, etc., attending discipline meetings when possible, helping with book selection, assisting with program reviews, and doing a myriad of other tasks that fall within the “program and subject area improvement” category. Sometimes there was pay for the work and sometimes there wasn’t.

As the requirements for all faculty to do more with SLO/PLO/SAO, program review, curriculum development, etc. have continued to increase over the last several years, it seemed time to professionalize the professional responsibilities for Part-time Faculty. To that end, the FA negotiated Articles 18I.7c. and 18T, which specify what the professional responsibilities of Part-time Faculty are and also the amount of time that Part-time Faculty members have as an obligation for their professional responsibilities. The FA also negotiated a Pro-Rata increase in the parity percentage to compensate Part-time Faculty for the time that they will spend performing their professional responsibilities.

**What is a Pro-Rata Increase?** For instructional part-time/overload instructional assignments, beginning with Fall 2016, the CAH “per unit” rate, as well as the hourly lecture and lab rates (where applicable) will be based on 72% of the full-time salary in Column III (Steps 1-9) as opposed to 71%. (Which was the rate in the first year of our new contract. The 71% rate was itself an increase from the previous contract, where it had been set at 70%, so the cumulative effect is a 2% increase in the first two years of this contract.) This is in addition to the 4% across-the-board for this year producing a net 5.46% increase, as compared to what these rates were in 2015-16.

## What are some examples of Professional Responsibilities?

There are many ways that Part-time Faculty can choose to meet their professional responsibilities obligation. Article 18I.7c list the following specific activities:



Participate in program and subject area improvement tasks such as

- Creating and assessment of
- Student Learning Outcomes (SLOs) / Service Area Outcomes (SAOs)/ Course Learning Outcomes (CLOs) / Program Learning Outcomes (PLOs)
- Program Review
- Curriculum Development

However, there are other activities that Part-time Faculty can participate in to meet their professional responsibilities obligation including, but not limited to:

- Participate in training, such as in eLumen or Canvas
- Participate in textbook evaluation and selection
- Create materials for discipline to share with other faculty
- Participate in discipline meetings/retreats
- Serving on campus committees

**How much time do I have to spend on professional responsibilities?** Article 18T defines the professional responsibilities hours for Part-time Faculty as follows: Professional responsibilities listed in Article 18I.7c. shall be considered to represent one (1) hour per semester per CAH. For example:

- A Part-Time unit member with an assignment of three (3) CAHs will have a professional responsibilities obligation of 3 hours per semester.
- A Part-time unit member with an assignment of six (6) CAHs will have a professional responsibilities obligation of 6 hours per semester.

Furthermore, it is agreed that Part-Time unit member requested to perform professional duties beyond one (1) hour per semester per CAH shall be paid at the “F-Hour” rate for the additional time. It is understood that payment for additional professional duties must be pre-approved by the appropriate Administrator.

Professional responsibility hours, as defined in Article 18T, do not count in the 67% Law limit.

## How are professional responsibilities hours tracked?

There is no formal reporting mechanism such as a timesheet for tracking these hours. However, the FA recommends that you keep your own records about what professional responsibilities you have chosen to performed each semester, so that you will have this information readily available to discuss if needed during the evaluation process.

## State Disability Insurance Coming to Part-Time Faculty

By: Vicky Austin, LPC Part-Time Rep, Zac Walsh, Chabot Part-time Rep, and Charlotte Lofft, FA President

Public agencies including school districts are not required to provide California State Disability Insurance (SDI) coverage, but a law passed in 2009 allows part time faculty to vote to participate as a group in the SDI program.

An election vote in favor of SDI coverage was held among the active Part-time faculty in Spring Semester of 2016. The measure passed, and the program will be implemented this October. The SDI contribution shall be paid in full by the Part-time faculty at a rate of 0.9% of your salary. The application and benefit payments are handled through the state's employment development department, which can be accessed at [http://www.edd.ca.gov/disability/SDI\\_Online.htm](http://www.edd.ca.gov/disability/SDI_Online.htm).

California State Disability Insurance (SDI) provides partial wage replacement. SDI has two programs: disability insurance and paid family leave insurance. For **disability coverage**, SDI provides up to 52 weeks of partial wage replacement at 55% of wages. There are conditions that need to be met for this eligibility.

For **paid family leave**, SDI provides a total of six work weeks per year at 55% of wages. Members are eligible for coverage based on a variety of family situations, including birth and care of a newborn, adoption, and care for a member of one's immediate family with a serious medical condition.

More details on eligibility and benefits can be found here: [http://www.facc.org/wpcontent/uploads/2014/08/state\\_disability\\_insurance.pdf](http://www.facc.org/wpcontent/uploads/2014/08/state_disability_insurance.pdf) and here: [http://www.edd.ca.gov/Disability/About\\_the\\_State\\_Disability\\_Insurance\\_\(SDI\)\\_Program.htm](http://www.edd.ca.gov/Disability/About_the_State_Disability_Insurance_(SDI)_Program.htm)

One important point to keep in mind is that the unit member needs to be either employed or collecting unemployment insurance at the time he or she applies for state disability. The application is done through the California Employment Development Department. [http://edd.ca.gov/Disability/Types\\_of\\_Claims.htm](http://edd.ca.gov/Disability/Types_of_Claims.htm)

SDI is funded by member contributions. The contribution rate is determined by the state. As stated above, for 2016, that rate is 0.9% of wages up to a limit of \$106,742 for each employee per calendar year. The maximum weekly benefit is \$1104.

The FA is extremely happy that this passed, and we want to thank all those who supported it. This will be a huge help to those who need it in the future and continue to put our district on the leading edge of benefits to our valued Part-time Faculty.

## FA DUES STRUCTURE NEEDS TO BE IMPROVED

By Charlotte Lofft, FA President

Miss the Faculty Focus Newsletter?  
**Want to know who your officers are?**  
 Need Contract Information?  
**New Faculty Orientation Materials?**



*We have just the website for all this information:*  
**www.clpcfa.com**  
 CLPC FA Association  
 4682 Chabot Drive #11712  
 Pleasanton, CA 94588

The table below reflects the current Agency Dues charged by the represented unions in the Bay Area. As you can see, most of them charge considerably more than the FA.

Part of this is because we are not an affiliated union and therefore do not pay into a national or regional organization. The other reason is that we have enjoyed several years of relatively minimal attorney and negotiations cost. That situation has changed in the past few years, as the FA has incurred considerable legal and negotiation expenses.

The FA will be presenting you with a ballot measure in the near future to change our dues structure from a flat fee/month to a proportional fee/month similar to those below. We are thinking of 0.6% of the gross earnings/month over ten months. This is entirely within the ranges below and is fair in that faculty who earn less pay less than those who earn more.

| <b>Dues charged by Faculty Unions</b>  |                                 |                       |
|--|---------------------------------|-----------------------|
| (Amounts reflect a monthly deduction.) |                                 |                       |
| <b>District (&amp; Affiliation)</b>    | <b>Full-Time Dues</b>           | <b>Part-Time Dues</b> |
| Los Rios -Sacramento (CFT)             | 10 mo. \$116.03                 | \$32.81               |
|  | 12 mo. \$96.09                  | \$16.41 temp.         |
| Chabot-Las Positas (Ind.)              | \$49.00                         | \$12.00               |
| <b>CLPFA Proposed &gt;&gt;</b>         | <b>0.6% of gross</b>            | <b>0.6% of gross</b>  |
| City College SF (CFT)                  | 1.19% of gross                  | 1.19% of gross        |
| West Valley/Mission (CTA)              | 1% of base salary               | \$20/semester         |
| San Jose/Evergreen (CFT)               | 1.3% of gross                   | 1.3% of gross         |
| Peralta (CFT)                          | 1.469% of gross                 | \$28.04/member        |
| Foothill/DeAnza (Ind.)                 | 0.6% of gross                   | 0.45% of gross        |
| San Mateo (CFT) GUA**/»/               | 1.2% of gross                   | 1.2% of gross         |
| Ohlone/Fremont (Ind.)                  | 10 mo./ \$18 month              | \$3/month             |
| Los Angeles (CFT)                      | 1.4% of gross                   | 1.4% of gross         |
| Marin (CFT)                            | Proportional flat fee \$108/mo. | \$23/mo.              |

## About the Canvas Transition

The FA and the district have negotiated an MOU that addresses the impacts of the transition to the Canvas Learning Management System. The MOU is [available on the district web site](#). A few of the key provisions of the MOU and the transition process are outlined below.

The MOU provides for faculty to transition courses over 18 months, which begins January 2017. Faculty will be working with their disciplines and deans to determine when courses will be transitioned. It is understood that during the transition period, courses will continue to be offered in Blackboard.

**Compensation:** A pool of \$150,000 has been set aside for faculty who are setting up or transitioning courses to Canvas. You can only receive one payment, regardless of how many classes you are building in Canvas. Each faculty member is eligible for one payment of 13 hours at the F hour rate of \$46.92, for a total of \$609.96, for a course of three units or more. If you want to apply for the payment and have only classes less than three units in CAH value, you can receive a smaller payment (10 hours at the F Hour rate of \$46.92, for a total of \$469.20) or apply to transition two classes that total three or more units and receive the amount listed above for courses with three or more units.

Compensation will be available until the fund is depleted or the end of the Spring semester 2018, whichever is sooner. The FA encourages you to apply early.

**Application Process:** The Application Process for both campuses includes completing an application form, which is attached here. There will be a fillable PDF version of this form available soon and the link will be emailed when it's online. The application period opens October 15, 2016.

**Training:** No training is required for any faculty member creating or transitioning a course to the Canvas system but training is encouraged. There are a number of different ways faculty can be trained on how to use Canvas. Training resources are not part of the MOU, but some options are listed here.

On campus training is provided for a limited number of people at each campus. For Las Positas, the dates for that training are October 13 and 14, and the application for those classes has already been distributed. If Chabot chooses to adopt Canvas, Chabot's training will take place in the spring of 2017. Additionally, there are

- [Webinars](#) and [tutorials in the Canvas community site](#) on a wide range of topics
- Courses available through @One in [self-guided or curated format](#)
- [Videos at lynda.com](#)

Other resources for faculty are available on the OEI website [here](#).

In addition, the Faculty Mentors/Trainers will be available during the transition period to assist faculty in converting and/or developing courses in Canvas.

**Setting up courses in Canvas:** Courses can be built from scratch or migrated from Blackboard with the Canvas migration tool.

**Implementation Period:** Both Blackboard and Canvas will be provided for use by faculty until the end of the Spring semester 2018. Faculty can choose when they wish to first offer courses in Canvas during that time period.

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### *PT Retirement Continued from Page 1*

Article 18K of the FA-District Contract provides the ability for Part-time faculty members to choose one of three retirement plans (referred to as the right of election). The plans are:

1. The STRS Cash Balance Plan, which is a Defined Contribution Plan, which is four percent (4%) of salary paid by the District and four percent (4%) of salary paid by the unit member, subject to IRS/ STRS approval.
2. The STRS Defined Benefit Plan. Contribution rates for the District and the unit member are established by the Education Code and through the CalSTRS Employer Directives.
3. Social Security. Contribution rates for the District and the unit member are established by the IRS.

All Part-time unit members are eligible to elect the STRS Defined Benefit Plan at any time. The Social Security Election is a one-time election at date of hire. A unit member who elects the STRS Defined Benefit Plan at a later date may elect to buy prior service covered by the Cash Balance Plan through paperwork completed with STRS.

As was reported earlier, California Education Code section 22455.5 includes a provision that the district may be liable for retroactive employer and employee contributions from your date of hire if you were not given the option of electing the Defined Benefit program when you were hired. Part of that provision is below.

*c) Employers shall be liable to the plan for employee and employer contributions and interest with respect to the Defined Benefit Program, from the date of hire, or March 1, 1995, whichever is later, in addition to system administrative and audit costs, if an audit or a member's complaint reveals noncompliance.*

Human Resources should have provided you the proper forms to make this election in the Hiring Packet when you were hired in the District. If you are a newly hired Part-time faculty and are uncertain about which retirement plan you are in, contact Gwen Murphy at [gwenmurphy@clpccd.org](mailto:gwenmurphy@clpccd.org) to find out. If you have any questions about this issue or your eligibility, please contact your Faculty Association Part-Time representatives, Vicky Austin at [vaustin@laspositascollege.edu](mailto:vaustin@laspositascollege.edu) or Zac Walsh [zw Walsh@chabotcollege.edu](mailto:zw Walsh@chabotcollege.edu)

## Canvas Course Conversion/Course Development Application (for Payment)

This form is to be submitted by faculty who are converting a course from Blackboard to Canvas or developing a new course in Canvas and wish to receive compensation as specified in the MOU between the Faculty Association and District dated September 20, 2016. Faculty can receive only one payment. Fill out, print, and submit this form to your division Dean.

**Application Period: October 15, 2016-May 15, 2018**

**TO APPLY, PLEASE COMPLETE THE INFORMATION BELOW:**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone number: \_\_\_\_\_ Discipline: \_\_\_\_\_

I am (check one) :  Chabot  Las Positas I am (check one) :  Full-time  Part-Time

### PROPOSAL TYPE (Check one)

*If course is less than 3 units, have you attached an application to convert/develop a second course?*  Yes  No

#### Course Conversion – Blackboard to Canvas (Course you have previous taught using Blackboard)

Discipline Descriptor (Rubic) and Number: \_\_\_\_\_

Course Name: \_\_\_\_\_ # of Units: \_\_\_\_\_

Mark all semesters this course is **regularly** offered each year:  Fall  Spring  Summer

Is this course currently offered:  Fully online course  Hybrid (50% or more online)

When do you plan to offer this course using Canvas:  Summer  Fall  Spring Year \_\_\_\_\_

#### Course Development – Course to be Developed in Canvas (Course you have not taught using Blackboard)

Discipline Descriptor (Rubic) and Number: \_\_\_\_\_

Course Name: \_\_\_\_\_ # of Units: \_\_\_\_\_

Has this course ever been taught in an online/hybrid (50% or more online) format?  Yes  No

Has this course been approved for online/hybrid delivery by the Curriculum Committee?  Yes  No

If not, when will you submit the course proposal for approval for online/hybrid delivery? \_\_\_\_\_

When do you plan to offer this course using Canvas:  Summer  Fall  Spring Year \_\_\_\_\_

### SIGNATURES:

By signing below, I acknowledge that:

My discipline and/or discipline coordinator supports the conversion/development of this course which is tentatively scheduled to be offered in the \_\_\_\_\_ term.

I will receive payment for the conversion/development of this course when I teach the course in Canvas.

**SIGNATURE OF APPLICANT:** \_\_\_\_\_ **Date** \_\_\_\_\_

### DEAN'S ENDORSEMENT:

After consultation with the Discipline Coordinator and Vice President of Academic Services, this application is approved to convert/develop the above course for the \_\_\_\_\_ discipline. It will be offered in accordance with regular scheduling procedures and disciplines plans.

It is tentatively scheduled for  Summer  Fall  Spring Year \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_