

GENERAL FACULTY MEETING – CHABOT COLLEGE
APRIL 23, 2019

Time: 12:05 pm

Place: Room 1801

Agenda:

1. SCFF update
2. Negotiations update
3. Other

FA Officers present: D. Fouquet, J. Drouin, P. Molina, S. Lee, N. Abrao

Total faculty present: 12

Meeting called to order at 12:05 pm.

President D. Fouquet reported on the latest information relating to the funding formula for **California Community Colleges**. The **FA** is continuing to advocate for community colleges regarding the Student-Centered Funding Formula (**SCFF**). While state-wide faculty entities such as **CCCI, FACCC, and CFT** are strongly advocating for the elimination of Performance-based funding, the **FA** has been pushing said entities towards a stronger stance against the **Supplemental Allocation**, by which the **SCFF** distributes 20% of state-wide General Apportionment based on financial aid utilizations. **Dave** distributed a handout explaining how the Supplemental Allocation is expressly harmful to districts in high-cost regions such as the Bay Area. The **“Takeaways”** on the handout were discussed: (1) Financial aid utilization is naturally depressed in high-cost regions (*e.g.*, the high cost of living negatively affects eligibility for Pell Grants); (2) Districts facing revenue reductions still serve populations of low-income and under-represented students who don't or can't utilize financial aid, and yet still face food and housing insecurity; (3) The Supplemental Allocation was formulated to rob “loser” districts in order to generate bigger windfalls for the “winner” districts; and (4) The Supplemental Allocation will drive funding reductions that will harm hundreds of thousands of students that the **SCFF** ostensibly intends to support. If the flaws in the Supplemental Allocation are not fixed, **Chabot-Las Positas Community College District** could face a **5% reduction** in total funding, from this metric alone. **Dave** also reported on his recent trip to **Sacramento** where he presented the above arguments to **Senate Committee 1 on Education**. If there is one saving grace regarding the implementation of the **SCFF**, it is that **CLPCCD** was well positioned to optimize our revenue under the “Hold Harmless” clause, which will maintain adequate funding for three years beginning this year, and possibly for a fourth year.

Negotiation update: The **MOU** for the **OEI** has been signed. The **MOU** on **Parental Leave** is about to be signed, as is the **MOU** about **Janus** implications.

- 1) The **Technology** and **COOL committees** have already seen the **MOU** which will be available on the **District website** (and will subsequently be published on the **FA Website**). There is a slight change under section 2 of the **MOU** relating to a dollar incentive set to be paid when the course is offered. **V. Austin** (part-time faculty member from **Las Positas College** who has done considerable work on the **OEI**) suggested that those faculty who have “done” the work for an on-line class should receive some payment even if the work isn't accepted by the **OEI**. The revised **MOU** specifies that the incentive will be paid when the course is aligned to the **OEI Course Design Rubric**. **Discussion** included the **Chabot Faculty Senate's** possible action to join the **OEI**, whether a person might be able to teach the course online for 1-2 semesters, and the danger of having too many **Distance Education** courses.
- 2) **MOU** about **Parental Leave: (Article 11 in the Contract)** **Dave** detailed the law (**AB 2012**) has affected differential pay received by a unit member when they have exhausted their sick leave, and continue to be absent on account of a parental bonding leave. Specifically, the law requires that in such circumstances, the unit member will be paid, as a minimum, 50% of their regular salary. Up to now, differential pay had been

defined as the unit member's regular pay, minus the salary actually paid to a substitute employee. Dave explained how the actual backfill cost was cumbersome for the **District** to compute. Setting differential pay at 50% will also be more fair, insofar as it won't depend on such "random" things as the step placement of the substitute faculty person, and whether 100% backfill is required and utilized. It will be more fair to faculty assigned to areas where the backfill cost is particularly high. The language in the **MOU** includes differential pay at **50%** for pregnancy and illness & disability leaves as well. There is also language reminding employees that any extended period of reduced pay can impact accrual of service credit under **STRS** and **PERS**.

- 3) **Janus:** Dave explained that as a result of the **Janus** Decision, the mandatory agency fee defined in **Article 2** is "gone." The **Article 2 MOU** reflects this and other changes resulting from **Janus**, such as that the **Faculty Association** will process all changes in **FA** membership. (Note: The **FA** has developed new forms for this purpose, available through our campus **Membership Chairs**.) The **MOU** also contains provisions that (we hope) will help the **FA** pursue orientation for part-time members.

Other:

- 1) **Article 10: Non-credit.** Two issues: (1) How much non-credit can **full-time faculty** teach for load? The **District** is reluctant to grant amounts, because of implications for the **FON**. The **FA** is "sorting through" this. Dave explained that things have changed since the original **MOU** was signed in 2018 (specifically with regard to the **SCFF**). The **FA** is trying to advocate for moving part-time and overload pay back to **Column 3**. In the meantime, the old **MOU** is still in force (**Column 2**). **Discussion** centered on when the **Contract** will be ready. Dave responded that the **FA's** hope is to have the **Contract** signed by **Convocation**. If so, it will be up for **ratification** in **Fall Semester**.
- 2) **Raise:** A **question** related to whether there would be a raise. Dave's response was that "of course" we are asking for a raise, but can't say anything beyond that.
- 3) **Reassign time:** The **District** and the **FA** will study; **J. Drouin** has been working particularly hard on this. It is most important that we make availability of reassign time more equitable between the two campuses, in a way that establishes a basis for negotiation should a recession occur. **Discussion** included how this would be done, and the need to be fair, equitable, and transparent
- 4) **Syllabus:** **Article 9** contains some language about what goes in syllabus: The **District** and **FA** have been discussing what items are tagged as "**shall include**" and which are under tagged as "**should include**". The matter of indicating **SLOs** has been discussed, as being required by Accreditation Standards. Other items discussed include information regarding disability accommodations, and the cost of materials for the course.
- 5) **General:** Other items were discussed briefly including: **TSA** in lieu of health benefits (coupled with the need to show evidence of having **health insurance** before retirement); **large lecture** for online classes (**DE** classes being different); "stacking" certificates, cuts placed on the table at the **CEMC**, **productivity**, **class lecture sizes**, and **working conditions**. Dave indicated that the **FA** would take all concerns seriously, and would do our best to evaluate what is sustainable and fair in terms of workload.

Meeting adjourned at 1:20 pm.

Nancy Pinio (Recording Secretary)