



**FOOTHILL-DE ANZA
Community College District**

Office of Human Resources and Equal Opportunity
12345 El Monte Road, Los Altos Hills, CA 94022

Foothill-De Anza Community College District is required to provide you this notice, *Form SSA-1945*, to read and sign at the beginning of your employment with our District. We are required to do so under federal law, Section 419(c) of Public Law 108-203, the Social Security Protection Act of 2004.

This notice must be provided to you because you are employed in a position in which neither you as employee nor Foothill-De Anza Community College District as the employer will be contributing to Social Security.

You must do the following:

- Read the notice
- Sign the notice
- Return the notice to the Human Resources office

What is the purpose of the notice?

The purpose of the notice is to inform you that your Social Security benefits may be impacted. This can be a complicated issue. You may want to check the Social Security website at www.socialsecurity.gov and/or see your tax consultant, accountant or attorney for advice to determine whether the laws mentioned in the notice pertain to you

Why will I not be in Social Security?

Not all employees are required to be in Social Security. Instead of being in Social Security certain employees participate in alternative programs such as the CalSTRS retirement program.

Statement Concerning Your Employment in a Job Not Covered by Social Security

Employee Name: _____ **Employee ID #** _____

Employer Name: Foothill-De Anza CCD **Employer ID#** 94-1597718

Your earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your husband or wife, or former husband or wife, your pension may affect the amount of the Social Security benefit you receive. Your Medicare benefits, however, will not be affected. Under the Social Security law, there are two ways your Social Security benefit amount may be affected.

Windfall Elimination Provision

Under the Windfall Elimination Provision, your Social Security retirement or disability benefit is figured using a modified formula when you are also entitled to a pension from a job where you did not pay Social Security tax. As a result, you will receive a lower Social Security benefit than if you were not entitled to a pension from this job. For example, if you are age 62 in 2005, the maximum monthly reduction in your Social Security benefit as a result of this provision is \$313.50. This amount is updated annually. This provision reduces, but does not totally eliminate, your Social Security benefit. For additional information, please refer to the Social Security publication, "Windfall Elimination Provision."

Government Pension Offset Provision

Under the Government Pension Offset Provision, any Social Security spouse or widow(er) benefit to which you become entitled will be offset if you also receive a Federal, State or local government pension based on work where you did not pay Social Security tax. The offset reduces the amount of your Social Security spouse or widow(er) benefit by two-thirds of the amount of your pension.

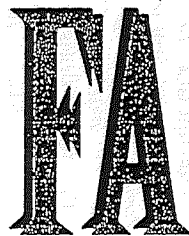
For example, if you get a monthly pension of \$600 based on earnings that are not covered under Social Security, two-thirds of that amount, \$400, is used to offset your Social Security spouse or widow(er) benefit. If you are eligible for a \$500 widow(er) benefit, you will receive \$100 per month from Social Security, $\$500 - \$400 = \$100$. Even if your pension is high enough to totally offset your spouse or widow(er) Social Security benefit, you are still eligible for Medicare at age 65. For additional information, please refer to the Social Security publication, "Government Pension Offset."

For More Information

Social Security publications and additional information, including information about exceptions to each provision, are available at www.socialsecurity.gov. You may also call toll free **1-800-772-1213**, or, for the deaf or hard of hearing, call the TTY number 1-800-325-0778, or contact your local Social Security office.

I certify that I have received Form SSA-1945 that contains information about the possible effects of the Windfall Elimination Provision and the Government Pension Offset Provision on my potential future Social Security benefits.

Signature of Employee _____ **Date** _____



Foothill-De Anza Faculty Association

12345 El Monte Road, Los Altos, CA 94022

WELCOME

Welcome to the new faculty of Foothill and De Anza colleges. You will be working in an outstanding community college district, a pioneer and pacesetter in all forms of programs from remediation to high technology. The Foothill-De Anza District employs nearly 2,000 people, among them 455 full-time faculty and about 700 part-time faculty. Our superb faculty is one very good reason why this district enjoys a national reputation for academic excellence.

Officially, the name of the faculty bargaining group is "Foothill-De Anza Faculty Association," but most people simply use the initials "FA" when speaking of the organization. The FA and trustees collectively bargain decisions on salary, hours of work, academic calendar, hiring practices, class size and other terms and conditions of employment.

FA is a locally governed, independent association which was incorporated in 1977 by the non-management professional educators here in this college district to represent themselves pursuant to the California Public Employment Relations Act of 1976. While most faculty members individually support the statewide Faculty Association of the California Community Colleges (FACCC), FA has no affiliation with any state/national collective bargaining agent.

We at FA sincerely hope that your work at Foothill-De Anza is rewarding and joyful.

MEMBERSHIP

While nearly all faculty are members of FA, no one is required to be a member. But if you choose not to join, you must nevertheless pay the organization a service fee equal to membership dues. This is a condition of employment in the Foothill-De Anza Community College District. When District faculty voted to create their own representation organization, they also voted to share equitably the expense of operating a bargaining group. Thus the faculty and the trustees of the District negotiated a provision in their employment contract that requires each faculty member to either join FA, or to remain a non-member, but pay a service fee equal to regular membership dues. Please see Article 4 of the Agreement between FA and the District for details about membership options.

THE PART-TIME FACULTY

Part-time faculty are a major interest to FA. The contract provides them with a salary schedule ranked among the highest statewide and a unique seniority system. In addition, part-time faculty are entitled to personal necessity and sick leave and special pay for meetings they are required to attend. A contract provision makes part-time faculty eligible to apply for partial reimbursement for attendance at professional conferences in their field. FA maintains a standing part-time committee and routinely appoints at least one part-time faculty member to the FA negotiating team. And, of course, part-time faculty are eligible to run for any FA office.



FA SERVICES

FA maintains 10 standing committees, largely staffed by faculty volunteers, and appoints representatives to nearly all major college and District committees, including the Academic Senates, curriculum committees, college councils, and the Chancellor's Council.

The Association's conciliation and grievance team performs an especially valuable service. When, as sometimes happens, faculty members have differences with representatives of the Board of Trustees, FA's trained conciliation officers are asked to lend their communication skills in helping to resolve these differences swiftly and to the mutual satisfaction of the parties involved.

THE AGREEMENT

The terms and conditions of faculty employment are governed by contractual provisions negotiated by local faculty members and representatives of the Board of Trustees.

The current contract, or Agreement, includes 39 articles with such titles as Load and Class Size, Personnel File, Class Cancellation, Part-time Faculty, Summer Sessions, Leaves. Ask at either college's Personnel Office, the District Office, or the FA office for a copy of the Agreement.

EXECUTIVE COUNCIL

The FA Executive Council is the organization's governing board. There are seventeen seats on the Council. Council members are elected by their colleagues; terms are two years and are staggered. Seats are apportioned to a college according to its number of faculty. Four at-large seats are always reserved for District part-time faculty.

FA's chief executive officer is the president of the Executive Council, who is elected each year by the Council itself. Other key officers are the Council vice-president, the FA chief negotiator and the group's executive secretary.

MESSAGE FROM THE PRESIDENT

"On behalf of FA, welcome to the Foothill-De Anza Community College District. We hope that this is the beginning of a positive and rewarding professional experience. Just as you are committed to providing the best educational experience to your students, FA is committed to a mutual gains approach in working with management to provide you with the best possible working environment. FA is here to serve you by representing your interests at the negotiating table, assisting you in resolving problems in a non-adversarial manner, and in protecting the rights guaranteed to you in the District-FA Agreement. We hope that you will choose not only to be an FA member but also to join a committee or the FA Executive Council. The success of the organization depends on the energy and vision of professionals like you."

John Milonas, Faculty Association President



Photographs in this publication were taken at recent FA Executive Council activities. Members annually spend two full days at Asilomar for their regular meeting. This time is used for discussing national and district collective bargaining issues where in-depth talks can occur without interruption.

THE FA OFFICE

For the convenience of faculty, FA maintains an office in the District Annex that is open 8:30 a.m. to 5:00 p.m., Monday through Thursday and 8:30 a.m. to noon on Friday. For general information, interpretation of contract articles, or resolution of problems, contact office manager Susanne Elwell (650) 949-7544. All calls are confidential.

A major project of the FA staff is production of the FA News, an award-winning newsletter. Look for it in your mailbox each month.



DUES

FA dues for full-time faculty are six tenths of one percent (0.006) of total gross District salary. Part-time faculty dues are four and a half tenths of one percent (0.0045) of total gross District salary. When a part-timer is not offered an assignment or when a class does not "make," there are no dues for the member. All faculty have chosen payroll deduction as a convenient method for payment to FA. Dues can be increased only upon the vote of the general faculty, both full- and part-time.

MEMBERSHIP INFORMATION

Last Name (print)		First Name	Initial
Street Address		City	Zip
Home Phone		Social Security (last four digits)	
Division/Program		Month/Year first employed by FHDA CCD	
<input type="checkbox"/> De Anza	<input type="checkbox"/> Foothill	<input type="checkbox"/> Full-Time	<input type="checkbox"/> Part-Time
Dues Preference: (see "Membership" section)		FACCC Membership Benefits: (see "Membership" section)	
<input type="checkbox"/> Regular Membership	<input type="checkbox"/> Service Fee	<input type="checkbox"/> Accept	<input type="checkbox"/> Decline

DEDUCTION AUTHORIZATION

I hereby authorize and instruct the Foothill-De Anza Community College District to deduct from each salary warrant due me for services as a faculty employee the sum necessary to meet my financial obligation to the Foothill-De Anza Faculty Association pursuant to *Article 4* of the *Agreement* between the Association and the Foothill-De Anza Board of Trustees. The deduction may be increased or decreased according to the regulations of the Association. Pursuant to this authorization, the District has no obligations or liabilities, expressed or implied, beyond the deduction and transmittal of the fee to the Foothill-De Anza Faculty Association.

(Employee Signature) (Date)

FOOTHILL-DE ANZA FACULTY ASSOCIATION
Foothill College • 12345 El Monte Road • Los Altos Hills • CA 94022
Phone (650) 949-7544 • Fax (650) 941-7322