

The More You Know – March 2, 2018

Dear Colleagues,

This week's edition of *The More You Know* addresses class size. "Class size" and "workload" are two separate issues. Class size refers to the maximum number of students capable of enrolling in a class (sometimes referred to as "class capacity.") Workload refers to how much you do (i.e., lecture classes, lab classes, and other accountable time) "counting" toward your full faculty assignment. However, class size DOES AFFECT workload. For example, you may be teaching 5 classes at 20% load each (for a full-time load of 100%), but there is a difference between teaching those 5 classes with 30 or 35 students vs. 40 or 45 students in each class. Any time that the District starts tying salary increases—especially small ones—to increasing class sizes, then we need to be very careful and protective about simply accepting this "proposal" in exchange for a few dollars.

I have re-attached the YCCD proposal to the YFA (dated Feb-23-2018). Additionally, I have attached the Chief Instructional Officer (CIO) manual provided to all California community college vice presidents of instruction as well as a PDF of the CCCIO Conference PowerPoint from this past year (which is almost identical to the one from the previous year). {On a side note, I was surprised about how unprofessional the PowerPoint slides were that were being presented to executive administrators. Seriously? Candyland?}

The YCCD narrative to the YFA has been: (1) faculty need to produce more FTES; (2) our sections need to be more efficient (meaning larger class sizes but with fewer sections); (3) class sizes of 40 is the State standard; and (4) class sizes of 40 are the standard within our cohort from Article 14.1 of the contract. When the YFA has asked for the evidence on #3 and #4 during negotiation meetings, the District team did not provide it but stood by their claims, nonetheless.

As you will see from this week's edition of *TMYK*, it seems obvious that we're doing very well in our cohort regarding average class sizes at MJC. Both Columbia's and MJC's websites have links to the CCCCO Scorecard. Additionally, other community colleges (in addition to ours) appear to be using the Scorecard as a marketing tool to lure potential students away from universities with larger class sizes. Since that is the case, then it appears that analyzing the Scorecard data is fair game, so the District should not be claiming "fake data" as it has in the past.

Look at *TMYK* and see exactly how we are doing regarding median credit section class sizes compared to the other colleges in our cohort. Additionally, look at page 43 of the CIO Manual where it states that "average class size of 35 is generally accepted as an adequate goal." Now look at the bottom of slide 34 from the Enrollment Management PowerPoint PDF. This presentation reaffirms that 35 is the goal.

Remember, however, that we're talking about "average class size" which means that some courses will be higher and others lower. This is where the conversation about class size becomes uncomfortable—both between the YFA and the YCCD as well as among our own colleagues.

- Some class sizes will naturally be smaller than others due to the type of course being taught, facility limitations, safety issues, and perhaps other State regulations regarding specific programs, to name a few.
- Some Departments may have larger class sizes on certain courses to compensate for other smaller class sizes within their same program. That seems to make sense.
- What becomes a difficult topic of discussion, however, is:
 - Proposing that faculty who already teach at the higher end of the class sizes should be required to have even more students enrolled in their classes;
 - Proposing that faculty who have legitimate smaller class sizes (for the above stated reasons) also have even more students enrolled in their classes; and
 - Proposing that part-time faculty who teach any of these courses (and full-time faculty who teach these courses as overload) have even more students in their classes when these faculty are paid at an abysmal rate.

Article 19.1.2 on page 58 of the contract states, “The program viability and assessment process approved by each local Academic Senate should inform any reduction in force due to program reduction or discontinuance.” http://yfa.sites.yosemite.edu/contract_2015/FinalContract_2015.

Yeah, I know, the above statement is uncomfortable to read. But as much as the YFA has appropriately criticized the administration for wasting apportionment revenue and padding upper administration bank accounts while the faculty received nothing in return, we need to have an honest discussion with each other over the things we **CAN** control—and we can begin with reviewing our curriculum, the frequency of our course offerings, and the appropriateness and amount of reassigned time we receive (especially since YFA continues to learn about “direct dealing” between administrators and faculty done outside of the YFA contract; this must stop).

Below are some possible questions to consider:

- Do we offer any courses too often (or too many sections in a semester) that would have a greater likelihood of reaching the current maximum class size if these courses were offered once every X number of semesters (e.g., once a year or once every other year if these are not core courses)?
- Do we have courses split into multiple courses that might serve our students equally well (or better) if they were combined into one course? I know we have created some accelerated courses, but I’m talking about evaluating our current programmatic paradigms that have failed to recognize that offering multiple courses—rather than creating one course which covers additional topics—might be in everyone’s best interest. (Download the college catalogs for some of the colleges in our cohort and see what programs at other colleges are doing with your same courses. Perhaps they teach one course that covers the same material that you teach in, say, two courses).
- Although we sometimes have inactivated a course, how much self-reflection are we doing about courses that have—pardon the pun—run their course? Maybe it is time to let go of some courses that are sticking around too long.

The above questions and comments may generate mixed reactions. If I have offended you, my apologies. It isn't my intention. However, I think we must have some honest—but professional and collegial—conversations about some “elephants in the room.” And since I have a high tolerance when it comes to the “comfort bar of discussion topics,” I guess I'll push these “elephants” into the spotlight with the hope that we start doing some honest talking.

The next YFA General Meeting is scheduled for Friday, April 20th from 11:30am—1:30pm at the Gene Bianchi Community Center in Oakdale (but we can stay until about 2:15pm, before we need to start cleaning-up, if we need more time for discussion). All full-time and part-time faculty are invited. YFA will provide drinks, paper plates, napkins, and eating utensils. But this is a potluck, so bring food to share with your colleagues! I will be cooking something. I haven't decided yet about the specific course/dish. But I will bring something to feed as many of my colleagues as possible. Please do likewise.

The YCCD's Latest Proposal (Feb-23-2018—see attached)

In no order, this so-called “offer” by the District is grossly unacceptable for at least the following reasons:

1. The term of the contract is from July-01-2017 until June-30-2019. This means we must start all over again on negotiations about faculty compensation by next year. We've been negotiating since Nov-06-2015 which is a lot longer than this contract would even cover. YFA will have, essentially, wasted its time negotiating for 28 months, which I find personally offensive for everyone who has served to the YFA negotiating team. Frankly, for personal reasons, the YCCD gets “the finger” from me on this one.
2. There is medical reimbursement, but only back to Oct-01-2017. Faculty started paying the extra fees on Oct-01-2016. The extra cost to the District is chump change; the District just doesn't want to do this. There is no retroactive pay to June-30-2016 when our contract expired. That is crap.
3. All labs would be set at 75%. Currently, we have labs that are higher than that. We've tried to get other labs increased, but with no success. It is bad enough that we can't increase the other labs, but there is no reason to lower all labs.
4. Minimum class size would change for BOTH colleges. We would have to negotiate this, but the administration would have the upper hand since they would be getting increased class sizes. (See #5 and #6 below). Columbia faculty would be hit very hard on this. This would be a disaster.
5. Initial class capacities would be set by the District but with no YFA input. Where did this even come from? We never discussed this in negotiations. I'm not going to just give the District fiat power to decide whatever the administrators want for class size. No F-R-I-G-G-I-N-W-A-Y.
6. Class capacities would go as high as 45 for a single course. That is obscene. We're not talking about large class accommodations, we're talking about taking a class which now has 40 in it and making it 45. But since most of our current classes that can even go to 40 are happening at MJC, this wouldn't (or barely) affect Columbia. How fair is that? Most Columbia classrooms won't

take 45, so only online classes could be increased. But even Distance Education shouldn't be going above 35 since that is the standard that our Distance Education Coordinators have shared with us. This would be a "45 (for MJC) or facility (for Columbia) rule." That's unacceptable. Once the class sizes have been set, we'll never get them lowered again and we will have sold-out for a ridiculously small salary increase. If the District wants 45, they're going to have to pay A LOT more than that AND figure-out how to do that at BOTH colleges—not just MJC.

To quote our colleague Sam Pierstorff from the Feb-14-2018 Board meeting during his public comments—Where in the latest scholarship about teaching and learning is the increase of class size proposed as a good idea? In what ways are students more successful when a class is overcrowded, when a teacher is overworked and underpaid?

7. And since history tends to repeat itself, it is hard to believe that the other employee groups (i.e., CSEA, LTAC, and the Cabinet) won't get a similar increase (since the Board believes in a "me too philosophy") but it won't come with any strings attached. But faculty will have to do more work for the little bit of salary increase we get.
8. Stipends would for outside projects would be standardized to \$50 per hour. That is less than most faculty make on the PTOL salary schedule.

Comments Regarding the Article 7 (Part-Time) Proposal

Some recent emails have been sent, at least around MJC, regarding the Article 7 (Part-Time) proposal (see attached). The comments sent have argued that the proposal is unacceptable for a variety of reasons. I will do my best to address these concerns, specifically regarding re-employment preferences (which the District was required to negotiate after SB 1379 became law in October of 2016):

- All part-time faculty would be ranked among other part-time faculty within their department based on a point system. You can read the details of the point system in the attachment.
- Part-time faculty maintaining a "Satisfactory" on their most recent evaluations would continue to accrue points.
- Part-time faculty having evaluations with "Satisfactory with Recommendations" would not accrue additional points; those points would remain "frozen" (for lack of a better term) until the follow-up evaluation (which would typically happen in the next semester) results in a "Satisfactory" recommendation. The "frozen" points would then resume with part-time faculty continuing to accrue points.
 - Question/Criticism: Is it fair to disregard years of service to the District because of one evaluation that results in less than "Satisfactory?"
 - Response: Compared to full-time faculty, perhaps, being denied overload or having a follow-up evaluation for a less than "Satisfactory" evaluation is not equally fair. Full-time faculty would still receive their "normal pay" and benefits, which part-time faculty do not currently enjoy. However, the YFA is unable to negotiate by fiat. {Believe me if we could, we would.} That means we

negotiate the best that we can with an unreasonable administration. If this is all we can get for now, then we have our foot-in-the-door. We can continue to try and improve this language in future negotiations. But if this language is completely unacceptable, I don't know what else to tell you. It is utterly frustrating to negotiate with dogmatic people.

- Question/Criticism: Is it fair that part-time faculty would have no reemployment preference during a less-than "Satisfactory" evaluation?
 - Response: YFA can revisit this language, which is probably the easiest of the areas to "fix." We can attempt to change "will not have reemployment preference" to "may not have reemployment preference" or something similar or perhaps better. But remember, we negotiate with dogmatic people, so no guarantees.

- Question/Criticism: Wouldn't that mean that some meaningless recommendation could result in part-time faculty receiving a less-than "Satisfactory" evaluation and, thus, put the part-time faculty at risk?
 - Response: This is a non-unique argument. Part-time faculty are already at-risk and vulnerable. The passage of SB 1379 never included the ability for anyone to keep part-time employment preferences with less than "Satisfactory" evaluations. So, while I appreciate the desire to exercise "academic freedom" as part-time faculty in many ways, it is done with risk. The best that YFA can attempt to do (with no guarantee of success) is to challenge any evaluation when the process was not followed correctly. Outside that, the YFA has little ground. Unfortunately, I've had to learn the hard way about what I **CAN** do versus what I **WANT** to do. Believe me, when we lose on decisions that make no sense, I am at a complete loss of what to think.

- Question/Criticism: It is fair that part-time faculty would have no reemployment preference (and accrue no additional points) during semesters where they: (a) fail to submit grades in a time fashion; (b) fail to submit census roster or positive daily attendance by the prescribed deadlines; (c) fail to properly notify the division or instructional offices about absences; (d) have persistent student complaints or have violated California Education Code 87732; or fail to complete and record Flex activity by the prescribed deadlines?
 - Response: This is a non-unique argument. These are reasons to not get reemployed as a part-time faculty now and part-time faculty should be mindful to avoid these potential non-reemployment landmines. Bottom line—You have some control over this. Do whatever it takes to NOT be in this position.

- Question/Criticism: It is fair that part-time faculty who receive an "Unsatisfactory" evaluation would no longer be employed in the YCCD?
 - Response: This is a non-unique argument. This can happen (and, believe me, it DOES happen) now and there is no way the YCCD will budge on this. So that means, don't risk getting an "Unsatisfactory" evaluation. Whatever it takes to stay employed, do it. There is little the YFA can do to protect you, despite our best effort and intention. YFA is not any "miracle worker." We do what we can,

as long as we can, to the best of our ability. And sometimes we lose or have no other choice but to stop.

The above responses, discussions, and comments may be upsetting to some (or many) of you. Again, my apologies. That isn't my intent. But as I think you've come to learn about me by now, I don't sugar-coat. And I try not to hide behind issues; I meet them head-on. That's just the way I do things. I'm a lot like my father. 😊

This email isn't meant to simply rub people the wrong way. But time is so precious and I think we are (or should be) adult and professional enough to discuss these difficult topics. I have already dealt with unreasonable administrators in past discussions about a variety of topics, but I have faith in you—my colleagues—about having these discussions in very productive and meaningful ways.

Sometimes I think I am walking a tightrope and need to be careful of my next step. Thank you for letting me be comfortable enough to push these topics forward for discussion.

All my best,

Stay informed. Stay engaged. Stay united.

Jim Sahlman