

President's Report

New Agreement, Accreditation, Election Season Highlight Busy Fall for FA

by Richard Hansen, FA President

Welcome back to what promises to be an especially busy Fall Quarter for the Faculty Association. The big issues? Negotiation of a new three year Agreement for 2016-19, working toward the possibility of a new college accreditor, and advocacy in a November election in which not only national leadership is at stake, but also the Foothill-De Anza Board of Trustees and essential funding for the community colleges are all demanding FA's attention.



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The Negotiation Team is hopeful that the new Agreement can be wrapped up by the end of the quarter, but see the Negotiations Update article in this FA News for what will be on the table this fall.

On the accreditation front, last year's Consultation Council Accreditation Task Force "Numbers 3 and 3.1" each delivered reports with the first defining the attributes of a community college accreditor and the second mapping a process aimed at bringing such an accreditor to the colleges. Looking to the future of the California Community Colleges (CCC), both reports focused on advancing the colleges to their rightful place among the state's higher education partners, and as a result, the CCC Board of Governors called for "... final recommendations on a new structure or agency for accreditation ..."

Pursuant to this end, the college Chief Executive Officers (CEOs) formed two workgroups to comply with the Board of Governors directives. Workgroup 1 was formed to "recommend immediate changes to improve the existing processes and culture of ACCJC [the Accrediting Commission for Community and Junior Colleges] including, but not limited to, enhanced financial transparency,

reformed governance and leadership, better communication with member institutions, and more effective training during the next two years to ensure continuity of accreditation for the system's colleges." Workgroup 2 was to "[l]ead a change in accreditation structure that aligns all segments of higher education in California, including coordinating planning discussions with the WASC Senior College and University Commission (WSCUC) as well as the other community colleges in California that are not in our system and the community colleges of Hawaii and the Pacific islands currently accredited by ACCJC."

On an accelerated schedule, Workgroup 1 delivered its report to the Board of Governors on July 18. Its task was twofold: improve current ACCJC practice and maintain the viability of the ACCJC as colleges transition to a new accreditor. To these ends, the Workgroup reported on five "focus areas" ranging from improvements for elements of the accreditation process itself to the need for greater means of obtaining feedback from the colleges and answering questions about the structure and financing of the Commission.

Now that all of the colleges are back in session for the 2016-17 academic year, Workgroup 2 will begin its exploration of accreditor alternatives in earnest. This will take place in a context in which the U.S. Department of Education (USDoE) has granted the ACCJC only a limited extension of its status as an approved accreditor. There is a National Advisory Committee on Institutional Quality and Integrity (NACIQI) hearing scheduled for December 8-9 at which the ACCJC will defend itself with respect to seven federal compliance issues that remain of 15 originally under scrutiny in recent years. There will be additional hearings early in 2017 on two crucial compliance criteria on which the ACCJC's appeal has been denied: the lack of faculty inclusion on accreditation review teams and the ultimate question about the extent to which the ACCJC has the support of its constituent colleges and their faculty, staff, and students.

This is a complicated process in which

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Negotiations Update

by Kathy Perino, FA Chief Negotiator

Here we are, Fall 2016, and, while we have selected the color for the cover of the new Agreement (purple), unfortunately, we have not finished negotiations and will need most of Fall 2016, and perhaps beyond, to wrap up negotiations.

With the Professional Achievement Award amounts and requirements (Article 38) completed as part of the salary negotiations last year, the difficult money items are behind us. Yet, we have some challenges ahead in negotiations over the articles that remain, most of which have minimal, if any, budgetary impact. FA hopes to reach agreement on



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the remaining articles which include the following:

Evaluation (Article 6, Appendix J1, J2)

The District and FA hope to incorporate statements specific to evaluation of online courses. In 2013, the Foothill College Committee on Online Learning worked with FA to develop a document to guide the evaluation of online courses using the current evaluation instrument, Appendix J1. In it, a suggested duration of access to the online course for evaluation is given as well suggestions for how to interpret the J1 "classroom instruction" statements in the context of an online course. The document, however, was not distributed district-wide nor is it part of the Agreement. Negotiations regarding evaluation of online courses will involve the ideas already discussed in the Foothill document, as well as input from De Anza Distance Learning and newer regulations from the state, such as regular and effective contact and accessibility compliance. However, it is important to keep in mind that online is only a type of delivery, not a separate course: the outline, student outcomes, SLOs are exactly the same for a face-to-face as an online class; thus evaluations must reflect the same standards for both modes.

Evaluation of Probationary Faculty, a.k.a. Tenure Review (Article 6A)

For this article, the change that FA is seeking is in the definition of a "prob-zero" year, that is, an academic year that does not count toward the attainment of tenure. California Ed Code states that in the first year of employment, the faculty member must work at least 75 percent of full-time for the year to count toward tenure. But, for years two through four,

the threshold can be negotiated. Our current Agreement uses the 75 percent threshold for all years of the tenure process.

Requiring 75 percent for all four years has caused unnecessary work for tenure committees and disappointment for candidates. As an example, suppose a probationary faculty member teaches all of Spring Quarter of year one and all of Fall and Winter of year two. In this case, the faculty member has taught 100 percent of Phase II and his/her tenure committee would have completed all of the evaluations required for Phase II, including any additional evaluations deemed necessary by the committee. And, the recommendation for the next phase would be complete by the end of Winter Quarter.

If this faculty member is then on maternity or family leave for Spring Quarter of year two, the first quarter of what would be phase III, he/she falls below the current threshold of 75 percent of load and days in this academic year, and the whole academic year will be declared a "prob-zero" year. Thus, all of the work that the tenure committee completed in Fall and Winter would need to be repeated the next year and the recommendation to move to Phase III is delayed a full year. Probationary faculty and tenure committee members have expressed frustration with the process of this unnecessary "do over" when there were no issues during the phase.

FA has proposed that, after the first year of employment, if a probationary faculty member works at least 60 percent for an academic year, and all evaluations for the phase are completed, including any additional ones requested by the committee, then the year can count toward attainment of tenure. Sixty percent recognizes that many departments schedule faculty for as much as 40 percent in one quarter, and faculty could therefore take leave for one quarter without delaying the attainment of tenure. If the workload for

the probationary faculty member falls below 60 percent for the academic year, or if the leave prevents the completion of the required or additional evaluations by the tenure committee, the year can justifiably be declared a "prob-zero" year. FA is awaiting the District response to this proposal.

Leave (Article 16)

FA proposes to clarify Article 16.1.5, one of the eight contractually approved circumstances for faculty to use their five days per year of Personal Necessity Leave. It regards "Attendance at professional conferences related to the teaching profession or one's area of assignment."

This language has been included under personal necessity leave for over 20 years. Recently has FA heard of instances of a dean denying the leave for a conference, not because the conference is unrelated to teaching or the area of assignment, but because the dean disapproves of the conference for another reason, such as attendance at the same conference the previous year or general disagreement over the value of attendance at a particular conference; further, deans have argued the definition of "personal necessity" as given in 16.1, that it means "obligations or unavoidable duties... that must be performed during scheduled working hours..." does not apply to a conference. FA disagrees, in that attending a professional conference is noted under both Article 38's Professional Growth Activity (PGA) requirements and Article 10.7.1's "professional contributions."

Article 16.5 states "Whenever possible, personal necessity leave shall be approved and scheduled in advance in writing." This language was introduced in the Agreement solely to ensure communication with the dean regarding future absences and to allow for scheduling of substitutes.

FA is interested in clarifying that as long as a conference is "related to the teaching profession or one's area of assignment," the faculty member has a right to attend the conference and the professional judgment of the faculty member should be honored. The dean does not have the right to deny attendance at a conference because the topics are not what the dean would choose. FA believes approval by the dean is acknowledgement that the conference is indeed related to the faculty member's assignment, and it allows for the faculty member to request a substitute.

As a reminder, the Agreement provides five days of personal necessity leave each year, and those days can be used for many reasons (family emergencies, sick children, religious holidays, etc.), in addition to attendance at a professional conference.

Emeritus Program (Article 19)

Effective January 1, 2013, in order to

avoid an adjustment to one's pension payment, STRS stipulated a 180-day waiting period between the date of retirement and the date of returning to STRS covered employment. As such, the Agreement currently prohibits employment under Article 19 within the first 180-days of retirement.

However, the STRS regulation does not prohibit employment within the first 180 days; it simply states that the retirement benefit received in the first 180 days will be reduced dollar for dollar by any compensation earned from CalSTRS covered employment. Thus, if you earn \$2000 in the first 180-days following retirement, your pension check will be reduced by the same \$2000. You will essentially work for free.

While FA does not advise faculty to do this, we have been contacted by a few faculty interested in retiring at the end of Winter Quarter (end of March) hoping to teach under Article 19 in Fall Quarter of the following academic year. In this case, only a few days of Fall Quarter are within the first 180-day, so the faculty member's pension would only be reduced by a small amount. Because the STRS regulation does not prohibit employment within the first 180 days, we see no reason that our Agreement should prohibit such employment, as long as faculty are aware that any earnings in the first 180 days reduce the amount of the pension check.

In addition to changing the language regarding STRS regulations, FA is interested in improving the process for submission of Article 19 annual plans. Retired faculty must work with the Dean to develop the annual plan, and currently the retired faculty member must come to campus to attain the signature of the division dean and the Vice-President, and then walk the plan to the District Office. Because many retirees live out of the area for some of the year, FA is interested in developing an electronic signature process so that once the plan has the signature of the division dean, it can be forwarded electronically to the Vice President and to the District Office. If the electronic signature process is not possible, we hope to introduce a "tear sheet" (similar to what we have for PAA applications) for submission to the division dean. The dean could then forward the plan to the others for signature.

Distance Learning (Article 34)

This article currently applies only to courses taught fully online; it excludes hybrid courses. With so many courses now taught in a hybrid format, and so many faculty transitioning the online component of hybrid courses to Canvas, FA is interested

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Reminder on September Pay

For many full-time faculty, their September paycheck will be substantially less than other checks. Those who did not have an assignment in the summer session will have three (not one) months of benefit premiums deducted: for July, August, and September. Part-time faculty will also receive a less-than-usual check amount: they do not receive a paycheck in September, but rather a small "advance" in early October for work done in September.

Busy Fall Looms for FA . . .

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NACIQI hears the evidence and provides recommendations to the USDoe. For a more detailed account of this and the content of the Workgroup 1 report, see *Accreditation Update: Where are We?* in the Fall 2016 FACCTS journal.

At present, many faculty are concerned that too much effort is going toward reforming the ACCJC when it has become increasingly obvious that it is time for the CCC to move to a new accreditor, preferably one that accredits both four- and two-year institutions. Because the decision rests in the hands of the college CEOs and may be determined by what comes out of their Workgroup 2 deliberations, the Faculty Association of California Community Colleges (FACCC) and the California Community College Independents (CCCI), FA's statewide advocacy organizations, are both working to reassure these college presidents that this is the time for a bold step into the future.

This message got a recent boost from U.S. Representatives Nancy Pelosi, Anna Eshoo, and Jackie Speier when they wrote a letter to the USDoe saying, "Simply put: neither the Department nor NACIQI can justify the continued recognition of ACCJC as a quality, fair or reliable accreditor."

At a recent Board of Trustees meeting, FA commented on the importance of seizing this opportunity to move to a four-year accreditor. In addition, FA urged the Board to take a position on this issue and assure the CEOs of the system's colleges that, together with the faculty, trustees will stand with their college presidents in moving to a new accreditor. De Anza President Brian Murphy is a member of Workgroup 2, and FA offered its support and

whatever assistance might be helpful to him and the other workgroup members.

It might be important to note here that, as president of both FA and CCCI, I served on all three of the Chancellor's Office Accreditation Task Forces and witnessed this matter evolve over the last six years from polite suggestions offered to improve the ACCJC's relationship with the system's colleges to an insistence that the ACCJC be replaced.

It may, in fact, be a very different set of Foothill-De Anza trustees that help guide our colleges into a new accreditor. In November, three trustee seats are open, and twice as many candidates have filed for the ballot. The District has not had such a truly contested election in almost 20 years. Only one incumbent, Laura Casas, is running, and the other five candidates are, in alphabetical order, Patrick Ahrens, Peter Landsberger, Orrin Mahoney, Eric Rosenthal, and Gilbert Wong.

This is an impressive list of well-qualified individuals, and the FA-PAC must make the difficult decisions about endorsements and support.

The FA-PAC will also be active in the campaigns for two ballot measures important for community college finances. Proposition 51 is the first statewide K-12 and community college education facilities bond in a decade, allocating \$2 billion for community college construction and modernization. Proposition 55, The Children's Education and Health Care Protection Act, extends the Proposition 30 income tax increases for an additional 12 years, promising to bring \$7.7 billion in funding to the state in support of K-12, the community colleges, and healthcare for low-income Californians. The sales tax component of Proposition 30 will not be renewed.

Read the FA News each month this quarter for updates on these issues. This will be a busy fall with significant developments for the California Community Colleges.

Executive Council Member Sought

The FA Executive Council has an opening for one full-time faculty member from Foothill for both the Fall 2016 and Winter 2017 quarters.

The Council typically meets on the first and third Wednesdays of each month from 3:00 to 5:30 p.m., and Council members receive \$100 per meeting.

Interested faculty should email a letter of interest addressed to the Executive Council via the FA office (ElwellSusanne@fhda.edu) by September 30.

Know Your Contract

Mark Your Calendar Now: 2016-17 Important Deadlines

by Steve Howland, FA News Editor

Following is a list of many, but not all, important contractual deadlines for the 2016-17 academic year. If any of these deadlines apply to you, be sure to mark your calendar and read the *Agreement* text referenced in parentheses (fahda.org).

The campus conciliator can assist you: at De Anza, Anne Argyriou (ArgyriouAnne@fhda.edu, 408.864.5340) or at Foothill, Karen Erickson (EricksonKaren@fhda.edu, 650.949.8704). Questions can also be directed to the FA Office Manager Susanne Elwell (ElwellSusanne@fhda.edu, 650.949.7544).

Please note: if you miss a contractual deadline, even by a single day, you may lose significant benefits or have to wait a full year before becoming eligible again. This calendar is on the FA website under "FA Current Events."

2016

Sept. 12-Oct. 7: CalPERS Open Enrollment period for all faculty and retirees to enroll/make changes in medical benefit coverage and/or pre-tax dollar Flexible Benefits Spending Account Plan, such as child care spending accounts (22, 22A, 23); coverage is for calendar year, Jan. through Dec. 2017.

Oct. 17: Full-time faculty submit Professional Development Leave (PDL) application to District Office of Human Resources; review with division dean at least five school days prior to submittal. (17.9, 17.11).

Oct. 22: Professional Development Leave Report (Appendix P3) due for faculty on leave the full 2015-16 academic year or completing the final quarter of leave Spring Quarter 2016 (17.16).

Dec. 9: Part-time faculty file intention to change salary column starting in the Winter 2017 Quarter with campus Personnel Office (Appendix B.1, C, E, G).

Dec. 16: Full-time faculty submit Early Retirement Incentive Notice to District Human Resources Office (20.4).

2017

Jan. 6: Part-time faculty submit completion of requirements documentation for column change starting Winter quarter to campus Personnel Office (Appendix B. 1, C, E, G).

Jan. 17: Article 18 faculty meet with the appropriate administrator to determine their reduced contract schedule (18.8.1, Appendix W).

Jan. 17: Part-time faculty submit completion of requirements documentation for column change starting the Winter Quarter to campus Personnel Office (Appendix B.1, C, E, G).

Feb. 6: Professional Development Leave

Committee makes recommendations to the Board at its meeting in February (17.12.3).

Mar. 1: Full-time faculty submit written initial request for Article 18 pre-retirement reduction in contract to college president (18.8.2, Appendix W). See 18.9 to request percentage change in subsequent years.

Mar. 10: Part-time faculty file intention to change salary column starting in the Spring Quarter with campus Personnel Office (Appendix B.1, C, E, G).

Mar. 15: Article 19 faculty submit to District Human Resources the annual Early Retirement Service Plan for the following academic year with all required signatures for second and subsequent years of participation (19.6.2.2, Appendix UI). See 19.6.1 for initial year of participation.

Mar. 15: Board notification to probationary or other faculty whose contracts will not be renewed (California Ed. Code).

Apr. 3: Full-time faculty submit written request to return to full-time employment status from Article 18 pre-retirement reduction in contract (18.4).

Apr. 7: Part-time faculty submit completion of requirements documentation for column change starting in Spring Quarter to campus Personnel Office (Appendix B.1, C, E, G).

Apr. 17: Full-time faculty submit application for Training/Re-Training (Appendix R) to District Office of Human Resources (35.6).

June 1: Full-time faculty submit Professional Growth Activities to campus Personnel Office for salary step advancement (Appendix A, B) and/or Professional Achievement Award application (38.3).

June 30: Full-time faculty file intent to change salary column for (the next) academic year with campus Personnel Office (Appendix A, B).

June 30: Full-time faculty submit written requests for reassignment (12.2) or campus transfer to HR Vice Chancellor (13.2).

July 3: Full-time faculty submit Professional Achievement Award application to division dean (38.2.1, 38.3).

Aug. 26: Part-time faculty file intention to change salary column starting in the Fall 2017 Quarter with campus Personnel Office (Appendix B.1, C, E, G).

Sept. 15: Full-time faculty submit completion of requirements documentation for salary column change in academic year 2017-18 to campus Personnel Office (Appendix A, B).

Sept. 22: Part-time faculty submit completion of requirements documentation for column change in the Fall Quarter (next academic year) to campus Personnel Office (Appendix B.1, C, E, G).

Association Welcomes New Conciliator for Foothill

In the spring 2016, Biology instructor and department chair Karen Erickson was appointed the FA conciliator for Foothill College, beginning this academic year.

Karen's interest was sparked by a long-ago instance involving conciliation. "That experience turned out to be such a positive one," she notes, that it inspired her to run for Executive Council, on which she currently serves. In her years with FA, along with being elected for several terms as an Executive Council member, she has also served as Executive Secretary and as a member of the Negotiating Team.

FA conciliators work to reconcile (conciliate) disagreements between faculty and Administration about misinterpretation,



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misapplication, or violation of the contract. The conciliators are the point-person for faculty of each campus to first contact FA with questions or concerns on contractual or other matters, and they work closely with FA's Grievance Officer, particularly when it appears that filing a grievance might become necessary. Among the conciliators' other duties, they advise the Chief Negotiator of any problems arising out of the current Agreement and suggest changes to alleviate those problems.

Karen commented that she is committed "to defend and protect the contract, and I am prepared to handle potential frustrations." She has over a decade of experience as a department chair/program director and in the past on many occasions has been called upon to clarify provisions in the Agreement for faculty.

Karen brings to this position diplomacy, solid communication skills, a willingness to work with others, and an eagerness to help faculty whenever possible. FA looks forward to her assuming this important role.

2016-19 Agreement Update . . .

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in expanding this article to include hybrid courses.

Specifically, Article 34.5 states that faculty can apply for one to three units of PGA credit for either (a) developing a new online course and subsequently being scheduled to teach it, or (b) converting an online course to a new platform or course management system when required to do so. FA believes credit should be allowed for development or conversion of hybrid courses. And, FA is also introducing the option of a stipend instead of PGA credit. This is because part-time faculty who are placed in Column V of the salary schedule, as well as full-time faculty who have all professional achievement awards, cannot use PGA units for any purpose.

Yet, faculty should still receive some recognition of the work that is required to convert courses from Etudes or Catalyst to Canvas. Course management conversions do not happen very often, about once every fifteen or so years, so FA believes the option for a stipend is a good use of the one-time money the District has accrued.

Training/Re-Training Stipend (Art. 35)

In recent years, the requests submitted for training/re-training have far exceeded the amount contractually allotted. As such, FA is proposing a \$35,000 increase in the funds allocated for faculty Training/Re-training.

Hours and Scheduling (Article 10) and Special Assignments (Article 25)

These articles will most likely have significant changes based on the work of the Non-Instructional Load Task Force (see June 2016 FA News) and another soon-to-be-formed task force that will examine all reassigned time practices in the District. FA began work on both of these issues last year, but the magnitude of the work involved was prohibitive. Because this work will likely take all of next year, the District and FA plan to sign off on these articles with only minor changes, with the provision that we will immediately re-open Article 10 and Article 25 to incorporate the work of the task forces once it is complete.

A Note on the State Budget

While the state budget passed this summer had no COLA, it did include a 1.2 percent increase in base funding (ongoing money). In addition, our District received approximately \$550,000 in categorical funds for part-time faculty issues, such as office hours and health benefits. The two-year salary agreement reached last spring included an additional 0.6 percent increase for 2016-17 above the 3 percent increase for 2015-16. This fall, FA negotiators will develop a plan for improvements based on this new funding.