



# THE FEDERALIST

AUGUST 2019 • AFT Local 1533 Newsletter



A Union of Professionals

State Center Federation of Teachers

## President's Message REAL ENEMIES

As a parent of teenage girls and a fan of post-apocalyptic fiction, I am possibly over-familiar with *The Hunger Games*. There's a line which gets repeated a few times in *Catching Fire* which is particularly relevant to two pieces of recent news. "Remember who the real enemy is."

The first piece of news came from *The Fresno Bee* a few weeks back that linked to a database which revealed how much Central Valley school employees are paid. This information is new to *The Bee* but it has been around for years on the website TransparentCalifornia.org. *The Bee* article though has created unrest and, frankly, outrage among our fellow adjuncts. The troubling part of this is not the gross wage disparities, neither should it be the publication of the data. The troubling part is that the outrage has been directed primarily at our full-time colleagues.

Let's be clear. Our full-time faculty make a lot of money. They have good benefits and retirement. And? None of that is worthy of outrage. The fact is our full-time faculty deserve to be paid as well as they are, if not better. The thing is, so do we adjuncts. Remember who the real enemy is. The real enemy is a forty-year campaign of corporatization which has nearly inverted the old ratio of part-time

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## Two PERB Rulings on Rights of Bargaining-Unit Members Accused of Misconduct



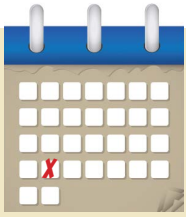
What happens when a student accuses a bargaining-unit member of serious misconduct—of harassment or discrimination? In the State Center District, the process for investigating the complaint is laid out in Administrative Regulation 3435. The Vice President of Student Services at the college is charged with receiving complaints and coordinating their investigation. Part of the process (naturally) is an interview of the alleged perpetrator. The conditions under which this "initial investigatory interview" is conducted is an issue which has roiled administration-faculty relations for many decades.

The policy of many community-college administrations is that the accused faculty member must go into this initial interview cold and blind, as it were. The accused is not apprised of any details of the complaint until the meeting, and even then may have to infer the details from the questions asked by the investigator, which might be the VPSS, a dean functioning under the supervision of the VPSS, or an outside investigator.

CFT community-college affiliates across the state had been holding their breath since February of this year, hoping that California's Public Employment Relations Board would ratify the "proposed decision" of one of their Administrative Law Judges. The ALJ's decision would have required administrators to adopt procedures more sympathetic to accused faculty in investigations of faculty misconduct. Administrators would have had to provide union representatives with all information which was "relevant and necessary" to an effective defense, and, would have had to do so prior to the accused member's "initial investigatory interview."

Those hopes suffered a setback (we hope temporary) when the PERB Board ruled on June 26 that administrators investigating a student complaint against a faculty member do not have to provide the faculty member's union representatives with a copy of the written complaint before

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## CALENDAR OF EVENTS

### FALL 2019 EXECUTIVE COUNCIL MEETINGS

Monday, August 26  
Monday, September 30  
Monday, October 28  
Monday, November 25

5 p.m.  
SCFT Office:  
1575 N. Van Ness Ave.  
Fresno

### LABOR DAY FESTIVAL

Monday, September 2  
Fresno Fairgrounds



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## SCFT Leadership Profiles: MARIA ORTIZ

One of the most stalwart members of the State Center Federation of Teachers retired this past May. Maria Ortiz will be sorely missed as a much-loved math instructor at Reedley College and a leading light in our union. During our most recent contract negotiations, she took on the crucial role of chief negotiator and secured a much-improved contract for our members, both part-time and full-time. Ortiz also served as Reedley's grievance officer for many years. She gave 32 years of service to the State Center Community District as a math instructor and taught math in the Central Valley for a total of 40 years.

The chief negotiator's job requires a patience, perseverance, and mental toughness not far from the heroic—a tribute which belongs to everyone on the Federation negotiating team, as Ortiz is the first to point out. All who faced administration negotiators month in and month out will testify how stressful it can be at times to experience first-hand the reality of differing viewpoints between SCCC faculty and administration. While previous SCFT negotiating teams often encountered a district unwilling to negotiate, during this negotiations process the SCCC and SCFT teams were able to start negotiations in agreement as to the contract issues which needed to be addressed and the order in which they would be tackled during the process. Maria and her team were able to negotiate changes to the contracts, especially for part-time faculty, including paid office hours for some, catastrophic leave bank, pay for training, orientation sessions, and "special projects," and language codifying the process by which part-timers earn re-hire preference and are assigned classes. In addition, the Federation team was able to get agreement to separate the salary schedules for instructional and non-instructional part-time faculty, enabling the Federation and the district to begin to address a major disparity between the potential earnings of faculty in these two groups.

Despite these gains, says Ortiz, part-time instructors are a long way from

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## *ORTIZ continued from page 2*

parity with full-time instructors. She hopes that the next contract, and all future contracts, will continue on the path to bringing all part-time instructors closer to parity on salary, job security, and benefits.

I asked Ortiz for her thoughts on the state of higher education as she retires after a long career of exemplary service. She feels many societal and social media influences draw students' focus away from their educations; they are challenged by overstimulation and, in many cases, by arriving at college under-prepared. This is where the personal touch of a concerned teacher can really help: a fist bump for a student who shows improvement on an exam, or a word of encouragement for a student who is struggling.

One aspect of community-college education today that Ortiz finds troubling is the extent to which teachers have to be involved in the financial side of education. A greater share of our funding is being driven by grants. These provide resources, but they come with stipulations which dictate to an unhealthy degree what instructors must do. Ortiz thinks that the more we rely on grants, the more public education goes down a path towards privatization. Charter schools are also part of the trend towards privatization. Equity and charter schools are in conflict because charter schools are permitted selective admission policies. Community colleges have no such luxury. As the saying has it, "We get the top 100%."

Ortiz is also concerned about the expansion of dual-enrollment classes into high schools. She worries that college classes on high-school campuses do not provide a true college experience. The high-school atmosphere is quite different from a college campus experience. Ultimately, community colleges provide students personal independence and afford them the opportunity to mature and take responsibility for their actions and their education. This independence and ownership of personal responsibility is an essential life skill yet it is often lacking in the high school experience. Ortiz thinks the academic senates must stand strong to ensure that the quality of dual-enrollment classes at high schools is equivalent to classes taught at the colleges—not just the content, but the experience of a rigorous and demanding instructional program, helping them to prepare for transfer to a four-year university.

Ortiz encourages all instructors in the State Center District to step up and become active in the Federation. Our union and all unions are under attack. We should remember that unions wouldn't be under attack unless they were effective. Strong union leadership is crucial for the maintenance of decent salaries and healthy working conditions, protection of faculty against unreasonable managers, and protection of the quality of education itself.

We wish you many years of exciting retirement, Maria. Your union colleagues will miss you dearly.



## *PRESIDENT continued from page 1*

to full-time. The real enemy is a toothless Board of Governors which does not enforce any real progress on the FON. The real enemy is deficit-level funding of education, no matter the state of our economy.

More than 60% of the adjuncts in our District want eventually to obtain full-time employment in higher education. All of us would appreciate the protections and dignity afforded our tenure track employees. We cannot afford to make enemies of people whose departments we wish to join. We cannot make enemies of our most powerful advocates.

The other piece of news is even more revelatory: on August 2nd, the District sent us an email which is worth quoting in its entirety:

"You are a temporary employee pursuant to Education Code Section 87482.5 for the Fall 2019 session. Your salary will be paid from this salary range: \$39.45 to \$67.96 per contact hour.

As permitted by Education Code Section 87665, the District may terminate this employment in its sole discretion at any time. Your assignment, if any, will be consistent with the terms of the part-time faculty collective bargaining agreement."

Factually, this is not inaccurate: this is reality for us and we know it. Tonally, well, I don't think I need to analyze this. I'll just leave it to Maya Angelou, "When someone shows you who they are, believe them the first time."

The full-timers are not the real enemy; they are not the real fight.

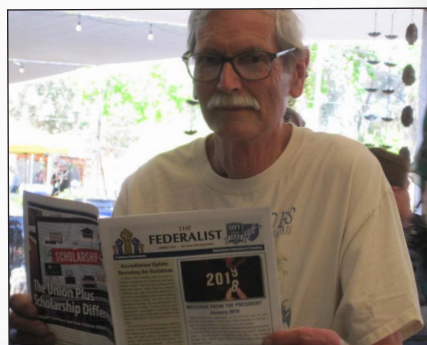
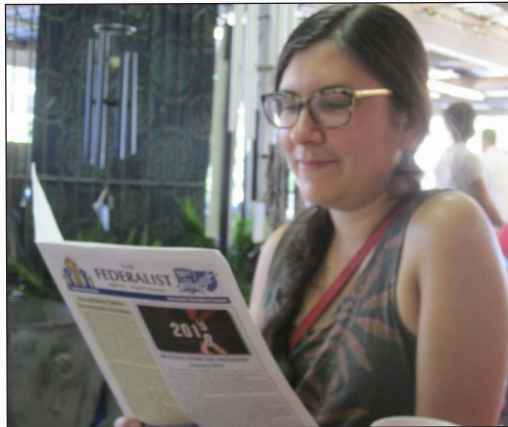
Join us in the real fight. Join us in effecting actual change. Join us at [scftunion.org](http://scftunion.org).

*<sup>1</sup>In the 70s, community colleges were comprised of 75% full-timers and 25% part-timers. Today, SCCGD employs 635 full-time faculty and over 1200 part-timers.*

## *All the Best Read The Federalist*







***Know Your Union. Read The Fed!***

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they interview the faculty member for the first time. The June 26 decision was based on an action filed by United Faculty of Contra Costa Community College District (UF). The proposed decision of February was based on an action filed by Los Rios College Federation of Teachers (LRCFT). The issue of fair defense is complicated, and the details of the Los Rios case are worth noticing, especially since we hope that the reasoning of ALJ Christine A. Bologna in that case will one day prevail.

Bologna proposed that the Los Rios Community College District (Sacramento) had engaged in an unfair labor practice by failing to provide union representatives with adequate details of complaints made by students against bargaining-unit members. In the spring semester of 2016, LRCFT Executive Director Robert Perrone requested information from the district that he considered relevant and necessary to defend four faculty members against student complaints of harassment or discrimination. Perrone cited the California Educational Employment Relations Act (EERA), previous National Labor Relations Board (NLRB) rulings, and previous PERB rulings as the authority for his requests. LRCFT had pursued this issue with PERB for more than fifteen years before Bologna's February 2019 (proposed) decision in favor of LRCFT.

Bologna agreed with the LRCFT argument that "PERB and National Labor Relations Board (NLRB) precedent establish that an exclusive representative is entitled to information enabling it to sufficiently understand and intelligently discharge its duty to represent bargaining unit members." She also wrote that "PERB uses a liberal standard, similar to a discovery-type standard, to determine the relevance of the requested information"—as prosecutors are prohibited from introducing previously undisclosed evidence at trial, college administrators, she reasoned, are required to disclose relevant and necessary information to union representatives prior to an initial meeting with an accused faculty member.

Los Rios administrators claimed that they had acted on legal advice over the previous fifteen years in providing "only the general nature of a complaint" to the union. The EERA did not support the union's position, they claimed, and furnishing the detailed information the union requested would erode "the integrity of the investigation, tilting it in favor of the faculty respondent." They also argued that the student complaint was a "student report" which was confidential under rules of the federal Family Educational Rights and Privacy Act (FERPA). The district would have had to obtain the student's consent in order to disclose the content of complaints to the accused and their representatives. "Upon conclusion of the interview, we can ask the student for permission to release it," Los Rios administra-

tors informed Perrone in one case. (Imagine a brief conversation between a dean of students and a student who has filed a mendacious complaint: "The instructor and his legal representatives have requested that you give them permission to see a copy of the written complaint you filed. Would you consent to this?" "Not really.")

*Providing requested information would erode the integrity of the investigation, tilting it in favor of the faculty respondent.* No assertion of Los Rios administrators is more symptomatic of the attitude of unpurposed administrators towards faculty: in this debauched principle we observe the "student-centered" institution in full-blown confusion. Trusting faculty is a first principle of every functional post-secondary institution. Even supposing that trust has been eroded in recent decades, how many frivolous and manipulative student

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## **FACULTY MISCONDUCT PROCEDURES IN THE STATE CENTER DISTRICT**

One day the *Federalist* will publish an article to prove that simple incompetence is the ultimate cause of the anti-collegial, authoritarian management style of so many community-college administrators in California. Incompetence which produces defensiveness, which produces secretiveness, which produces the reflexive urge to beat down dissent and limit effective participation of faculty in governance decisions, all from a concern to control the appearance of functionality when the reality of good functioning is unaccountably beyond reach.

By way of illustration of the problem the Contra Costa and Los Rios exclusive-bargaining agents appealed to PERB to resolve, let the *Federalist* himself (our anonymous but not-wholly-generic bargaining-unit member) describe his treatment at the hands of a hostile investigatory process in our own State Center Community College District. His story is a little sad, so it will be briefly told.

The *Federalist* had an instructional dean, and one day his dean's secretary called to say that his dean needed to schedule a meeting with him. Since this was a surprising, indeed unprecedented request, he asked what the meeting was about. "He said that you would know what it's about," replied the secretary (observe a dean having an innocent subordinate deliver a message intended to convey men-

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complaints must administrators see before they decide to begin their investigations from the presumption of the innocence of their accused faculty colleagues?

Bologna based her proposal on §3543.5(c) of the EERA, which states that “it is unlawful for a public-school employer to refuse or fail to meet and negotiate in good faith with an exclusive representative.” She wrote that “failure to provide requested information is a per se violation of the duty to bargain in good faith. The employer has a duty to exercise reasonable diligence in gathering information requested and providing it in a useful form.” Perrone’s requests for information included not only copies of formal written complaints, but also written summaries of student complaints taken verbally; administrator notes from meetings or phone calls with complainants; emails between complainants and administrators; and emails between administrators about complaints.

Had final approval been given by the PERB Board, the Los Rios Community College District would have been ordered to cease and desist from:

1. Failing to negotiate in good faith with LRCFT by refusing to provide it with requested student complaints and investigative documents before faculty investigatory interviews, and investigative documents and summary and final reports after interviews and during investigations, information necessary and relevant to its duties as exclusive representative;
2. Denying the Federation its right to represent bargaining unit faculty;
3. Interfering with the rights of unit faculty to be represented by the Federation.

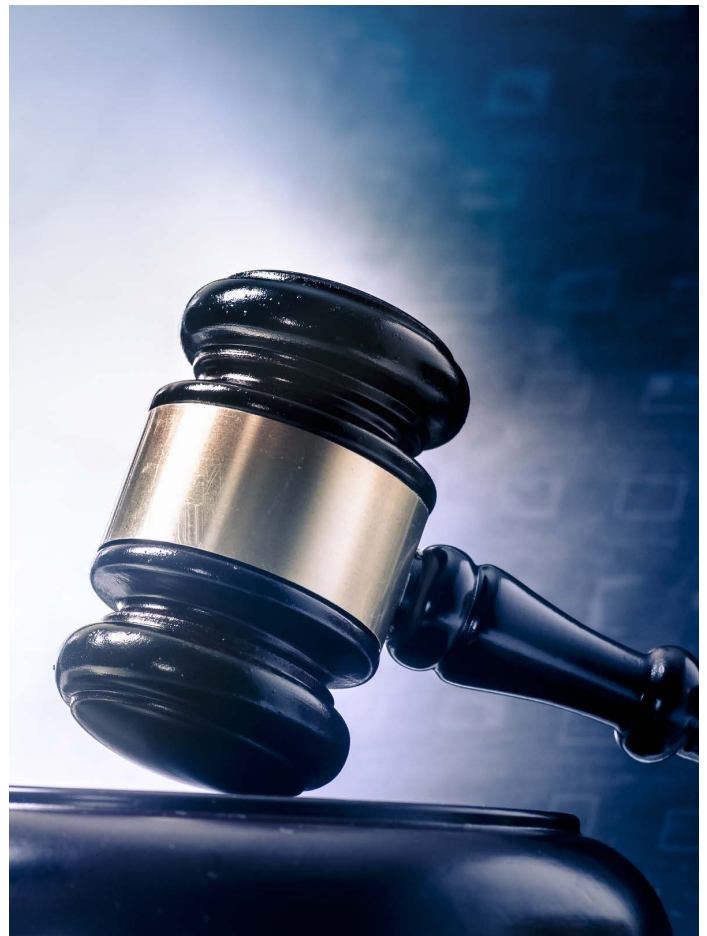
Bologna’s proposed decision would have weakened the ability of irresponsible community-college administrators across the state to create an atmosphere of intimidation and control by seeking to discipline faculty members with unspecified allegations of wrongdoing. Responsible administrators would not have been threatened by the ruling. It would not have impaired their ability to impose just discipline. Even now administrators of good will could act in the spirit of Bologna’s decision. Doing so would go a long way towards re-establishing a relationship of trust and shared purpose with their faculty colleagues.

Contra Costa administrators offered somewhat different justifications for withholding information. They were (1) concerned “with the asymmetrical power relationship between the student and instructor, the potential for retaliation against the complainant, and the resulting ‘culture of fear.’” (2) They wanted to maintain “complainants’ privacy,” and feared “the chilling effect that disclosure might have on the filing of mer-

itorious complaints.” (3) They worried that disclosure of information would undermine “the integrity of the investigation,” and were particularly worried that “disclosure could lead to coaching of the respondent and to the respondent’s ability to dispose of incriminating evidence.” According to one investigating administrator, “the substance of the allegations is conveyed to the employee through the questioning at the interview.” This administrator also testified that she “allows breaks in the questioning if the accused employee wants to consult with his or her union representative.”

The PERB Board did not accept the arguments of the Contra Costa District in their entirety. They ruled that there could be circumstances in which a district is required to provide a union with “underlying complaints against accused faculty member.” Nonetheless, they concluded,

we reverse the proposed decision. When representing an employee in an investigatory interview, a union has a right to reasonable notice of the alleged wrongdoing in advance of the interview. However, consistent with Pasadena, supra, 51 Cal.3d 564 the employer has no obligation to provide the underlying written complaint until after the employer conducts an initial investigatory interview.



# A Philosopher Examines the Work of the Accrediting Commission for Junior and Community Colleges (ACCJC)

## Part I: Remarks on the Mission of the Accreditors

by Wendell Stephenson, Ph. D., Fresno City College

*Editor's note: Wendell Stephenson taught philosophy at Fresno City College from 1999-2019. In this issue of the Federalist we publish Part I of Mr. Stephenson's examination of the role of the Accrediting Commission in protecting the quality of community-college education in California and other Western States. Here he focuses on their mission as they express it in the Introduction to the Standards. In our next issue we will publish Mr. Stephenson's examination of the Standards themselves.*

### INTRODUCTION

This paper addresses two questions. 1) Do the 2014 ACCJC standards enable colleges to evaluate themselves with regard to their academic or educational quality and excellence? 2) Do the standards enable ACCJC to evaluate colleges with regard to their academic or educational quality and excellence? These questions are closely related, and what I say below answers both in the negative.

### PART I. REMARKS ON ACCJC'S "INTRODUCTION" TO THE STANDARDS

A major indicator that the answers to the two questions are negative is ACCJC's statement in its "Introduction": **"The effective institution ensures academic quality and continuous improvement through ongoing assessment of learning and achievement."** This supposes that assessment of learning and achievement reveals whether or not one's academic programs and courses are of high or at least acceptable academic quality. The slightest thought, however, reveals that there is no necessary connection between the two. Indeed, a little further thought reveals that one might well find an inverse relationship between high or acceptable academic quality and student learning and achievement. In other words, one might find that the higher the academic quality of one's programs and courses, the lower the learning and achievement of students, when measured appropriately. One might also find that, properly measuring learning and achievement, a student who scored below a "C" in a course of high academic quality actually learned more than a student who scored a "C" or better in a course of low academic quality.

It is also true, of course, that there is no necessary connection between student learning and achievement and the quality of the faculty and their teaching. Faculty may be of excellent quality and be excellent teachers on all measures of excellence save the learning and achievement of students, and yet the learning and achievement of students be low. Faculty surveys and student surveys at Fresno City College (FCC) reveal that most

students who don't succeed in their courses don't succeed because they don't attend regularly, don't turn in assigned work, or don't seek readily available assistance whether from faculty or student services. Students taking the best courses from the best teachers in the world will have low outcomes on learning and achievement if they don't attend class or don't turn in the required work or don't seek readily available assistance when they need it.

The last sentence of the preceding paragraph needs emphasizing, for it appears to be a recurring assumption in ACCJC's standards and thinking, and indeed of much thinking that I've encountered in the many conferences I've attended over the years, that the educational institutions they evaluate are responsible for student success. In fact, students are responsible for their success or their lack of success, leaving various contingencies and vicissitudes of life outside the control of the institutions or the faculty to the side. Faculty and the institutions that employ them are responsible for making any success students have actually meaningful through challenging, high quality academic programs that prepare them well for their future after they complete their goals at the institution. They are also responsible for making available appropriate assistance to students who seek it, but the idea that they are responsible for students' success, and should have their accreditation stripped or downgraded because they have low grades on their "student success scorecard," is at best an unsupported assumption and at worst simply false. In the best case, it tends to undermine an institution's and a faculty's attempts to maintain or to improve the academic quality of its courses and programs, and increases the temptation to lower the academic quality of its courses and programs in order to look good to the accrediting agency and acquire the coveted "accreditation reaffirmed" status.

The "Introduction" follows the statement quoted above with this one: **"... and pursues institutional excellence and improvement through ongoing, integrated planning**

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### *ACCJC continued from page 8*

**and evaluation.”** I take it that “institutional excellence” here means either excellence in student learning and achievement or excellence in academic quality, or both. On either meaning, it is not made clear how “integrated planning” and evaluation, whatever exactly “integrated planning” means, is a means to pursue excellence in student learning or in academic quality. There is no obvious connection between “integrated planning” and academic quality: one could clearly have the one without the other. Is there nevertheless a non-obvious connection between student learning and achievement and “integrated planning”?

Here is an argument that there is not. Since I came to FCC in 1999, the Philosophy Program has assessed the learning and achievement of students who take courses in the program or who are majors. It did this long before Student Learning Outcomes (SLOs), Program-Level Student Learning Outcomes (PSLOs), or Institutional Student Learning Outcomes (ISLOs) were invented and forced on colleges by the accrediting commission, and it has continued to do it to this day. It has used its assessments to evaluate its courses and to try to improve the courses and student success in them. It has not engaged in anything that is or appears to be “integrated planning.” I take it that all, or almost all, programs in all the other divisions and departments of FCC have done the same thing that the Philosophy Program has done. So, the learning and achievements of students are assessed and evaluated in all the programs at FCC, these assessments and evaluations are sent to Institutional Research, and it assembles and organizes them into the appropriate reports to be sent to the State Chancellor’s Office, the President of the College, etc. None of this calls for “integrated planning”, except in so far as deadlines and formats, etc. necessitate such planning.

There is one caveat here: I do not claim to understand what ACCJC means by “integrated planning and evaluation.” I do not see it defined in the standards. It appears to be a vacuous phrase, a vacuous phrase that is typically read in such a way as to impose enormous burdens on community college administrators, faculty, and classified professionals, and financial costs on the institution.

In the second paragraph of its “Introduction,” first sentence, ACCJC says there are **“four Standards that work together to define and promote student success, academic quality, institutional integrity, and excellence.”** This is a mysterious sentence. Four Standards “work together” to define and promote student success, academic quality, etc? What does that even mean? To define student success, one need make no reference whatever to the other three. Indeed, the State Chancellor’s office defines it in terms of a “C” or better in a graded course or a “pass” in an ungraded course. Notice that it doesn’t define it in terms of SLOs or PSLOs or the like, but in terms of a letter grade for the course. This makes good sense, because a grade for a course is a much better measurement of student learning than anything ACCJC has suggested. Grades are a distillation of several assessments of all different kinds over the course of the entire term, while measurement of SLOs is, at best, a snapshot assessment of one skill or expected outcome at one time.

The same point made about defining student success applies equally to defining “academic quality,” etc. One need make no reference to any of the others to define any one of them. Beyond this, what does “institutional integrity” or “excellence” mean when they are not simply describing student achievement or

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## STATE CENTER *continued from page 6*

ace). In truth our protagonist had no idea why his dean would want to meet with him; he left his cell number with the secretary and asked her to ask his dean to call him. When the dean didn't call, he called him. The dean wasn't available, but his secretary had a new message: "He says you'll find out at the meeting what the meeting is about." Finally, he went by the dean's office in person. Again, the dean wasn't in and again our protagonist asked the dean's secretary what he wanted to meet about. Now that they were speaking in person, she was kind enough to tell him, "I think it's about an investigation." "An investigation? Of me?" "Yes, I think so," said the secretary.

After this the Federalist finally got in touch with his union representatives. In the meantime, he heard no more from his dean or his dean's secretary. Instead, the secretary of a different instructional dean called to set up a meeting. This dean was professional enough to talk to him on the phone. She told him someone had filed a harassment complaint against him and told him who, but said she could not provide a copy of the complaint. Of course, no Federalist harasses, so now the subject of our story began to suffer in earnest from the wonder, befuddlement, and negative emotions visited upon all subjects of false accusations. He arranged a meeting with the dean, with his union representative to be present. The day before the meeting, the dean cancelled it. She offered no explanation and made no request to reschedule. The Federalist and his Federation advisers concluded (alas, too hastily) that the complainant or the managers supervising the complaint had decided not to pursue it. But no, a week later he got a letter from Human Resources telling him that the complaint had been handed over to an outside investigator who would be contacting him soon to set up a meeting. The letter informed him that:

You are hereby directed to cooperate fully with the outside investigator, and to answer his questions in a complete and truthful manner. You are also directed not to engage in any act of retaliation against anyone whom you believe to be or perceive as a complainant, witness, or otherwise involved in this investigation. Failure to comply with the provisions of this notice will be deemed an act of insubordination, and may result in discipline up to, and including, termination from employment.

Our anonymous bargaining-unit member still did not know any detail of the accusation against him. He met with the outside investigator in the presence of an attorney. The investigator questioned him for an hour, never informing him of the accusations against him except implicitly through the questions he asked. Three weeks later he got a letter from Human Resources informing him that the complaint had not been sustained. This

was good news, of course, but in the interim he had suffered the toil and trouble of defending himself against baseless accusations; worse, he had lived for several months in fear of losing his job. Our union and he had also spent several hundred dollars for legal representation. The outside investigator concluded no harassment or discrimination had taken place. It was outside his commission to reprimand the district for processing a frivolous and retaliatory complaint, but the Federalist likes to think he would have done so if he had not been paid so handsomely for his work.

## SCFT 1533 2019-2020 Pass Through Increase

All full-time faculty need to know that as a result of state (CFT) level dues increases, an additional \$0.86 will be added to local monthly dues/fees structure for full-time faculty, making the flat dues/fee rate at \$37.86 per month plus .05% of member's/fee payer's annual salary, maximizing at \$82.86. Part-time faculty dues/fees will increase by \$ .11 cents to the rate of \$16.44 per month. This change is effective September 1, 2019. As per SCFT By-Laws, "Dues for SCFT members shall be determined from time to time by the Executive Council, and implemented by automatic pass through which may annually increase dues consistent with per capita increases set at both state and national levels."

California Federation  
of Teachers

AFT, AFL-CIO

A Union of Professionals





# CONTRACT REMINDERS



1. FT faculty will see a second 3% schedule A bump to their salaries and PT, a 4% bump in their hourly pay in the first check of the semester.
2. Office hours can be applied for once your college Vice President of instruction sends out instructions within the first couple of weeks into the Fall semester. The recent contract calls for 12 office hours in this second contract year--that's a two hour increase from last year. Remember: if we don't use them, we lose them!
3. Department Chairs, Deans and VPI's may not demand that PT faculty attend any meeting or training session without providing a commitment to pay for faculty time in writing - which would mean green sheet/hourly pay (see Part-time contract for special pay rates).

## *ACCJC continued from page 9*

the level of student success? An excellent academic, educational institution is nothing beyond an institution that does an excellent job of creating a high quality academic curriculum, teaching the courses in the curriculum well, and offering students high quality, readily-available assistance to succeed in their courses and in their educational goals.

There are other mysterious sentences in the second paragraph. Sentence three reads: **"The institution provides the means for students to learn and achieve their goals, assesses how well learning is occurring, and strives to improve learning and achievement through ongoing, systematic, and integrated evaluation and planning."** The same question arises here as arose above: what's the connection with this "integrated planning" and student learning and achievement?

Sentence four is absurd as well as mysterious. It says this: **"Student learning programs and support services make possible the academic quality that supports student success."** It is absurd because student support services obviously do not make possible academic quality, and academic quality obviously does not support student success. Indeed, as noted above, it might be an obstacle to student success. Student learning programs, meaning, I suppose, the various academic and

technical programs that the several divisions provide, don't make possible academic quality; they are either of high quality or they aren't. The question of what makes them high quality is not even touched here. Courses or programs of study that are of high or excellent quality are made possible by excellent faculty who design and teach them, period. Unless ACCJC's standards enable evaluation of the faculty and the courses and programs they teach, they do not get at the academic quality of the institution. I assert here, and will defend the assertion later, that nothing in the ACCJC standards enables the evaluation of the faculty or of the academic quality of the courses and programs they design and teach.

The last sentence of paragraph two of the "Introduction" asserts that **"integrating the elements of the Standards gives institutions the means to develop a comprehensive assessment of academic quality, institutional integrity and effectiveness, and a path to continuous improvement."** Not only is this mere assertion that comes out of nowhere; it also faces the same criticism as before: there is no clear connection between academic quality and "institutional integrity and effectiveness;" just as there is no clear connection between academic quality and student success and achievement.

## *Interested in the negotiation process?*



SCFT will be appointing a new  
**Chief Negotiator** in the fall.

Please contact the SCFT office by phone (369-4120)  
or email (theabsolutmoose@gmail.com)  
ASAP to be considered for this position.

*This position comes with both stipend and release time.*

Website: [scftunion.org](http://scftunion.org)

Facebook, Instagram: SCFT Local 1533

1575 N. Van Ness, Fresno, 93728

## CHIEF NEGOTIATOR



AGREEMENT



SKILLS



COMMUNICATE



TACTIC



CONTRACT



COLLABORATION



GOAL