

President's Report

District Deals With Its Deficit As State Budget Breaks Down

by Richard Hansen, FA President

What a mess. Since the passage of the state budget plan last month, more dire news has surfaced. Even though the plan contained a \$2 million reserve, the California Legislative Analyst Office (LAO) has forecast an \$8 billion state revenue shortfall, creating a \$6 billion budgetary hole. Despite initial positive polling for the budget measures, doubts are growing about the outcome of the upcoming May 19 special election. And if Propositions 1A, B, and C don't win voter approval, the deficit grows to \$12 billion.



Hansen

Under the current February state plan, community college allocations are stalled until post-April 15 tax revenues arrive and beyond. While the state funding installment for May is expected on time, repayments of missed January, February, March, and April allocations won't arrive until July, and this year's June payment is postponed to October. This is no way to run a state, a business, or a college, but it's possible this "shell game" might very well become a permanent feature of state funding.

When state payments are deferred, districts must live on reserves or borrow money to cover expenses. At Foothill-De Anza on March 2, the Board approved a Tax and Revenue Anticipation Note (TRAN - a loan secured by anticipated future revenues) not to exceed \$10 million. By deferring payments, the state is using community colleges like no-interest credit cards. The state eventually pays its debts, but it sticks the colleges with the cost of borrowing to cover ongoing expenses.

All of the above is only part of the story colleges face under the February budget. Anticipating bad news at the end of this

academic year, FA spent this quarter urging the District to get busy addressing its own internal budget deficit. Over the last month, the original \$11 million structural shortfall has been trimmed to about \$6.7 million. The reduction came from a combination of revised expense estimates of about \$1.4 million along with real savings from the elimination of the Job Corps program at De Anza, netting some \$2.5 million, and the negotiated medical benefits savings of \$750,000. A projected loss of about \$500,000 in interest income cuts into these savings.

Expense reductions, to be identified by the end of June, will cover the remaining \$6.7 million shortfall. Presently, the proposed targets include \$1.1 million in B-budget and operating expense reductions district-wide; not filling 10 open faculty positions and 16 open classified positions, netting about \$1.6 million; and eliminating or suspending 50 classified and administrative positions to save about \$4 million.

Already, the colleges have agreed to move Foothill's full-time geology faculty position to De Anza, and Foothill has eliminated its credit travel career program, with one full-time and one classified position.

At this point, the District knows where it stands for 2008-09, but hard choices will need to be made to prepare for the next round of state budget negotiations that are coming after the May special election. Both colleges and Central Services plan to use some of their one-time money reserves as buffers against layoffs in the coming year. But if reductions are imposed in the May/June budget revision, these buffers may prove inadequate. Parenthetically, had agreement been reached on use of the additional \$2.0 million in medical benefits savings, half of these eliminations would not be necessary.

Cuts and fee increases could be in the mix for the revised 2009-10 state budget. Both would be devastating for the community colleges: cuts lead to the elimination of classes and services when student need is greatest, and increased fees are imposed when students are least able to pay. In the end, the state's most needy go without, and those who

(See Page 2)

Negotiations Update

Foothill Management Taints 67 Percent Load Implementation

by Anne Paye, FA Chief Negotiator

After eight months of plodding negotiations, the 67 percent part-time load limit is finally a done deal, and the District will implement State legislation passed in July (AB 591-Dymally).

At the March 11 bargaining session, the District and FA signed-off on *Articles 1, 2, 16, 27, and Appendix V*, changing from 60 to 67 percent every reference to the maximum permissible part-time faculty employee load. In addition, the parties agreed to construe the part-time load limit as 67 (instead of 60) percent in all prior memoranda of understanding, policies, rules, regulations, procedures, and past practices that remain in effect and govern wages, benefits, and working conditions.

However, negotiations over the 67 percent provision have been rancorous, and its implementation threatens the tenets of reemployment preference. At this time of budgetary crisis, when the District is asking that employees from all units and both campuses work together for the common good, the District has served up a fine example of do-as-I-say (not-as-I-do) hypocrisy.

• *The 67 percent part-time load limit becomes effective in Spring Quarter 2009.*

This is the good news: Beginning next quarter, part-time faculty may be eligible to receive an additional assignment for the year. Schedulers will not have to re-do the existing schedule; assignments will come from those that are un-staffed or from newly opened classes. The allocation of these assignments will differ on the De Anza and Foothill campuses, as explained later in this article.

• *The 55 percent artificial ceiling remains in place.*

This is the bad news: the District has refused to remove the artificial ceiling specified by *Article 7.6.1*: "the Board [shall not be required] to offer an assignment in excess of 55 percent of a full-time annual load of scheduled duties."

The 55 percent ceiling has long been a bane of part-time faculty life. The provision—intended to ensure that part-time faculty did not gain "back door" tenure by exceeding the

District Deficit . . .

(From Page 1)

can afford it pay more for fewer classes and reduced services. This recipe for a reduction in enrollment could be poisonous for De Anza, as it must backfill the loss of Job Corps with some 1400 new full-time-equivalent students next year.

While the future will be challenging, so far, through effective advocacy, the community colleges effectively parried the state's budget-cutting punches. FA will work with FACCC and other state advocates to re-double our effort in the second round.

60 percent limit—crept into the contract as a result of the 1979 "Peralta case." Due to a California Supreme Court ruling, Peralta Community College part-time faculty consistently employed above the 60 percent maximum



Paye

gained tenure at a rate proportional to their past service. Because of the Peralta decision, our District granted tenure to approximately fourteen "special adjunct faculty" at various percentages of a full-time load. As part of these negotiations, the District secured the 55 percent clause in *Article 7* to safeguard against future "back-door" tenure.

FA has long sought to eliminate this onerous provision that diminishes part-time employment opportunities, arguing time and again that electronic tracking of part-time loads has made the five percent margin unnecessary. However, in the recent negotiations, the District subverted the original purpose of the 55 percent limit, employing it instead as a vehicle for providing management "flexibility"—to hire new part-time faculty with "special expertise for programmatic needs" and to reserve additional load for, in the District's nomenclature, the faculty "best-suited" for the assignment. In short, the District was agreeable to the 67 percent increase as long as it retained "dean discretion" in assigning loads above 55 percent, meaning that, beyond the 55 percent threshold, the protections of reemployment preference would no longer apply.

FA presented numerous solutions to meet the District's constantly shifting interests—sometimes identified as "diversity" or "new blood," at other times as "excellence," and frequently as "programmatic needs." The final FA proposal was a definition of faculty "currency" and a one-year pilot program during which the 55 percent limit would disappear and the currency definition (see below) would apply. Initially, the District negotiating team was on board, but that hope was short-lived when managers pushed back with a litany of anecdotal experiences about "mediocre" instruction, low retention rates, and faculty demands for a greater range of teaching assignments.

When further negotiations proved futile, FA agreed to retain the 55 percent provision to enable at least some of its part-time workforce to get an additional assignment under the new 67 percent legislation.

• *Campuses will differ in their implementation of the 67 percent load limit.*

In an admirable last-ditch effort to pre-

serve the intent of the new 67 percent legislation, the De Anza administration has agreed to use the FA-proposed "currency" in making assignments above 55 percent. The applicable language reads: "For purposes of [*Article 7.6.1*] only, 'currency' shall mean that the part-time faculty employee has had satisfactory division employment in the assignment for at least three quarters, or for two quarters and a summer session, in the previous five years." Going forward, De Anza schedulers will honor the reemployment preference list all the way to the 67 percent limit, applying the "currency" language to distribute assignments above 55 percent.

Only five miles north of De Anza but light-years apart in willingness to solve the part-time load issue collaboratively, Foothill adamantly resisted abolition of the 55 percent limit. Whether this intransigence has been a top-down or a bottom-up decision, Foothill administrators quashed every proposal tendered at the table, including the compromise "currency" language acceptable to its sister college.

So, how will Foothill implement the new 67 percent maximum? Deans will "in some cases use the reemployment preference list" but, ultimately, have discretion in allocating assignments above 55 percent. The new 67 percent maximum means that Foothill will now have a *12 percent margin* for its vaunted "flexibility" to distribute assignments "according to student needs and by doing the right thing for the schedule at that time." In other words, without regard to the intent of both our negotiated reemployment preference system and the aforementioned state legislation.

FA is predicting that Foothill's laissez-faire approach will lead to an increase in conciliation and grievance cases, as *Article 7* faculty begin to question why Mr. X and Ms. Y got an additional assignment although they have a lower seniority—or no seniority—on the reemployment preference list. Faculty with such scheduling concerns should contact the FA Conciliator on the campus.

• *FA terminates managers' right to teach.*

In late January, when the District reported that "Foothill deans were not feeling motivated to accept additional criteria to make the 67 percent work," the FA negotiating team noted that it was no longer "feeling motivated" to continue a Memorandum of Understanding (MOU) that gives managers the right to teach under certain conditions. The MOU permitted deans to teach up to fifty percent as part of load and allowed academic administrators a maximum of nine

overload assignments per year, District-wide. The MOU, originated in 1996, was updated in 1998 with a sunset date of 2004. As a consequence of what it views as bad faith negotiations, FA has formally notified the District that effective Spring quarter, it will no longer allow managers to perform bargaining unit work.

• *District negotiating efforts produce lose-lose results.*

At a time when economic straits limit full-time faculty hires and make the District increasingly dependent on the cost-saving efficiency of part-time faculty, loyal employees may be denied the additional work the state legislation was designed to provide them.

FA deeply regrets the unsatisfactory conclusion to what should have been cause for celebration: the new 67 percent load limit

will have a divisive District implementation, part-time faculty will sustain yet another blow

to their professional esteem and financial viability, and managers will be shut out of the classroom—even though their experiences there have helped them better understand the rigors of faculty life.

Regular readers of this column might remember that, back in November, FA reported on "RESOLVE," a collaborative bargaining workshop promoted and paid-for by the District and attended by all negotiators. If its positional bargaining on the 67 percent issue is any indication, the District needs a refresher course in interest-based negotiations, ASAP.

In fifteen years at the bargaining table, I have never seen even the most heated contractual issues concluded without a mutually satisfying compromise—until now.

PT Webmail, Portal Training

Workshops on both campuses are open to all part-time faculty with limited \$25 stipends available.

De Anza will offer three different workshops: Webmail Basics, Webmail Advanced, and Portal Basics. Sessions will run April 1 through April 25. For days and times, faculty should look for a flyer in their mailboxes or contact Mary Kay Englen at Staff Development (408.864.8322, englenmarykay@deanza.edu).

Foothill will offer two workshops: Webmail and Portal. Sessions will run April 21 through May 6. For days and times, faculty can go to <http://foothill.edu/staff> and click on "Dev Activities" or contact Pat Hyland, Dean of Faculty (650.949.7090, hyland@fhda.edu).

News and Updates for Part-Time Faculty

by Mary Ellen Goodwin, PT Assoc Secretary

• Unemployment Benefits

Part-time faculty are eligible to apply for unemployment during spring break. Once the Winter Quarter has ended, part-time faculty are essentially laid-off even if offered a class for the next quarter:

an offer is not a guarantee of employment. Assignments are contingent upon funding, student enrollment, and availability (full-time faculty can bump part-time faculty to attain a full annual load), so part-time faculty have no “reasonable assurance”

of continued employment. To apply online, go to the Employment Development Department (EDD) website (www.edd.ca.gov/fleclaim.htm). Helpful information is on the FA website (http://fa.fhda.edu/faculty_pt_essential.html). Faculty can also file by telephone (1.800.300.5616). Call the FA office (650) 949-7746 with questions.

• Extended Medical Leave

Beginning Spring Quarter 2009, part-time faculty will see on their Notification and Acceptance of Teaching Assignment form an additional clause (# 3) that addresses extended medical leaves. In the past, part-time faculty employees who could not take an assignment due to a medical reason did not have access to sick leave, affecting not only their income but also their cumulative annual load and thus, in some cases, their eligibility for health benefits.



Goodwin

Under this newly negotiated provision, faculty with medical conditions that affect their ability to accept and complete an assignment must contact their Division Dean immediately and provide appropriate medical certification in order to arrange for a “medical necessity exemption.” This allows faculty to use their sick leave during their absence and, for the period covered by their available sick leave, retain service credit and earn compensation as if they had performed the assignment. In accordance with District practice, one day of sick leave (8 hours) is deducted for every day a part-time faculty employee is absent from assigned duties.

• State Disability Insurance (SDI)

The Faculty Association of California Community Colleges (FACCC) is sponsoring AB 381-Block, legislation that will modify the unemployment insurance code to give part-time community college faculty the ability to elect, as a group, to participate in the California State Disability Insurance Program (SDI). Current law requires all members of a bargaining unit to participate in SDI, not just a subset of that population. The proposed law would allow the part-time and full-time faculty workforces to separately elect participation in SDI; joint agreement by the groups would not be required.

Now part-time faculty can use accumulated sick leave only during an academic term in which they are currently employed. In most cases, part-time faculty lack coverage to financially protect themselves for a protracted duration, unless the disability is work-related and covered by Workers’ Comp. Under the SDI plan, an employee would be eligible for SDI compensation for pregnancy disability leave (a minimum of 10 weeks) and for recovery from a non-work related illness (up to 52 weeks).

Further, if a faculty member is collecting unemployment insurance and becomes ill and unable to look for work, he or she becomes ineligible for continued unemployment benefits. However, under the SDI program, part-time faculty members would be seamlessly transferred out of unemployment insurance (UI) and into SDI. FA will be holding meetings at both campuses with representatives from FACCC and EDD regarding the SDI legislation during the Spring Quarter. Dates are yet to be determined, so check your mailbox periodically for an announcement of the meetings.

• California Part-Time Faculty Association Annual Plenary

The California Part-Time Faculty Association (CPFA) will be holding its Annual Plenary on April 18 at Mission College in Santa Clara. Among the informational sessions will be workshops on EDD and STRS. Registration form and complete agenda information can be found on the CPFA website: <http://cpfa.org/>

Know Your Contract

Summer Session Assignments

by Linda Lane, FA Grievance Officer

Much to FA’s surprise, *Article 26: Summer Session*, one of the shortest articles in the *Agreement*, is gaining ground on *Article 7: Part-Time Faculty*, the longest article, in accumulating the most alleged VMMs (violations, misinterpretations, or misapplications). Actually, FA is not aware of any “misinterpretations,” or even questions related to, what the language of *Article 26* says. Instead the allegations relate to violations (circumventing the rules) or misapplications (not knowing the rules). The most common complaints regarding *Article 26* are (1) out-of-order assignments, (2) too many assignments given to certain faculty, and (3) lack of transparency regarding the “tie-breaker” method used when assignments run out.



Lane

The rise in conciliation cases and calls to the FA office regarding *Article 26* has been exacerbated by the reduction in the number of summer classes offered this year (another effect of the state and District budget deficits). Some faculty who requested a summer assignment have already been notified that nothing is available and, over the next few weeks, more will likely hear the same bad news. Both schedulers and faculty might benefit from a review of the main provisions of *Article 26*.

Article 26.1 mandates the order in which assignments are to be distributed: all faculty who request a summer assignment are put into one of seven categories, and within each category, all faculty are equal (note that part-time re-employment preference, “seniority”—the criteria used in regular academic quarters—is irrelevant in summer session):

- Category 1: full-time faculty who were not employed the previous summer
- Category 2: full-time faculty who were employed the previous summer
- Category 3: part-time faculty who were not employed the previous summer
- Category 4: part-time faculty who were employed the previous summer
- Category 5: faculty from other divisions in the district
- Category 6: *Article 19* faculty
- Category 7: all others

As further stipulated in *26.1*, all Category 1 faculty are to get a “full” assignment (if requested) before any Category 2 faculty get assignments; likewise, all Category 2 faculty get assignments before any Category 3 faculty

get assignments, and so on.

Article 26.3 details what a “full” summer assignment means. It is typically more than one four or five unit class, unlike an assignment under *Article 7*, but not more than two such classes. A “full” summer session assignment is defined as “proportionate to the average load of a regular academic quarter...” Therefore, the average load for a regular 12-week quarter is reduced by half for the summer six-week session, rounded up to the nearest class. For example, for faculty assigned three classes in a regular quarter, a “full” summer assignment would be two classes (1.5 rounded up).

Finally, and perhaps most importantly when summer session offerings are significantly reduced, *Article 26.1* stipulates that “a mutually-acceptable tie-breaking process shall be established by the Division Dean and the affected faculty members” if, within a category, more faculty have requested an assignment than are available. A tie-breaker can be as simple as pulling names out of a hat or using alphabetized last names (A-to-Z one summer and Z-to-A the next). But, a tie-breaker can not be based on retention or “competency.”

Deans/schedulers are encouraged to contact the FA Conciliator with questions about summer session assignments. Faculty who don’t know what summer session Category they fall into or who are unaware of what tie-breaker method is used in their division are encouraged to ask their dean for clarification.

New Training/Retraining Application and Deadline

A newly revised application form for Training/Retraining is available on the District and FA websites and at Staff Development offices. The new deadline is April 15.

Retirement Workshop

Whether you are still going through the tenure process or finishing up your last PAA, it’s the right time to begin planning for retirement. All District employees and their spouses/partners are invited to attend the Faculty Association sponsored retirement workshop featuring guest speakers from CalSTRS, PERS, Social Security/Medicare, FA, and FHDA Human Resources.

Friday, May 29, 2009
12:15pm - 5:00pm
De Anza Campus Center Conference Rooms A and B

Simes Takes Over as De Anza Conciliator

Alan Simes of the De Anza Language Arts Division has been appointed as the De Anza FA Conciliator for Spring Quarter 2009, replacing Spera Georgiou who will be on Professional Development Leave.

Hired full-time in 1989 after part-time stints at both De Anza and Foothill and other community colleges, Simes teaches transfer-level and developmental English composition courses, as well as literature survey courses. Early on in his career at De Anza, he taught introductory film courses and over the years has been involved with the Honors Program and learning communities.



Simes

Simes brings a number of skills to the position of Conciliator. Having worked in both the part- and full-time faculty ranks,

he has an understanding and appreciation for the respective interests and problems of each status.

Through his prior service as a department co-chair responsible for scheduling, Simes learned first-hand the difficulty of resolving competing requests and trying to make everyone happy.

Given that scheduling gives rise to many conciliation cases—lack of fairness and representation are recurring complaints, especially from part-timers—this experience should be an ideal background for the conciliator job.

Simes’s service on the FA Executive Council—he was appointed as a replacement last spring and was elected for the 2008-09 year—gives him added insight into District issues, FA policy decisions, and the events that ultimately shape and inform the *Agreement*.

De Anza faculty are asked to contact Simes beginning April 6 through June 26 with any conciliation questions (408.864.8575, simesalan@deanza.edu).

New Portal Features Require Computer Upgrades

Many faculty at both campuses were forwarded an email from ETS, which was sent out to all divisions regarding the FHDA Portal:

... we are transitioning the grades and hours applications into “Flash” technology... Instructors will be required to have Flash 10 installed on their computers. ... spread the word since we’re about a month out.

FA has received inquiries from faculty asking for an interpretation of the above. Currently on their Portal page, faculty can click on either the “My Classes” or “My Classes (V3)” tab to manage class rosters. But the “My Classes” tab will be phased out and replaced by (V3) sometime in mid-to-late Spring Quarter. Until then, both tabs will allow faculty to view rosters, send email to students, and drop students, but only “My Classes (V3)” allows faculty to enter final grades.

“My Classes (V3)” offers improved performance in the integrated email application and sorting and filtering capabilities. For example, using it, instructors can send one message to all students in all classes at once for a given quarter. Like most other upgrades in the world of computers, new features necessitate specific hardware and software. Unlike “My Classes,” “My Classes (V3)” requires an Adobe Systems application called “Flash 10” to be on the computer hard drive in order for faculty to submit grades on-line.

Here’s the catch: to run Flash 10, Macintosh users must have a G3 or newer computer and have OS X 10.4 or higher installed. PCs must have Windows 2000 or newer installed. Computers with older hardware or operating systems cannot be upgraded to be compatible with Flash 10. ETS believes that only a few on-campus computers are too old for Flash 10, but the number of incompatible computers faculty use off-campus is not known. To get Flash 10, ETS is available to help:

- Faculty with MAC OS X 10.4 or higher and faculty with Windows 2000 or higher can download Flash 10 from the Adobe website (<http://get.adobe.com/flashplayer/>) or from the ETS portal page (http://ets.fhda.edu/call_center/portal).
- Faculty with at least MAC G3s but with old operating systems must call ETS to schedule an appointment for OS X 10.4 (which is a new operating system, not an upgrade) and Flash 10 to be installed on their FHDA computer. Contact the Call Center: 408.864.8324 or techhelp@fhda.edu.

To submit Winter Quarter grades online, faculty can use “My Classes (V3). Faculty whose computers don’t meet the above requirements for installing Flash 10 can use a **winter quarter only** stop-gap process, which will involve contacting ETS (408.864.8324, Techhelp@fhda.edu) who will then work with faculty individually to submit final grades without using Flash 10. Or, of course, faculty can turn in their grades via the old-fashioned method: filling-in bubbles on paper rosters and walking them over to Admissions and Records. Since the “My Classes” tab will soon disappear, faculty are encouraged to upgrade their computers and enjoy the benefits of “My Classes (V3).”

NEWS

Volume 33, Number 6

FOOTHILL-DE ANZA FACULTY ASSOCIATION

FA News is published nine times during the academic year by the Foothill-De Anza Faculty Association, an independent California corporation certified by the California Public Employment Relations Board as the exclusive employee representative for the faculty of the Foothill-De Anza Community College District.

Letters and articles from District faculty are invited. FA, 12345 El Monte Road, Los Altos Hills, CA 94022. Ph: 650.949.7544 Email: ElwellSusanne@fhda.edu Website: <http://fa.fhda.edu>

FA EXECUTIVE COUNCIL MEMBERS:

Bea Cashmore (F)	MaryAnne Ifft (DA)
Susanne Chan (DA)	Roger Mack (DA)
Kathy DePaolo (F)	Faith Milonas (DA)
Amy Edwards (F)	Anne Paye (F)
Karen Erickson (F)	Bob Pierce (F)
Mary Ellen Goodwin (DA)	Tim Shively (DA)
Nicole Gray (F)	Alan Simes (DA)
Richard Hansen, Pres. (DA)	Chris Storer (DA)
Meredith Heiser (F)	Laurel Torres (DA)

ADMIN. ASSISTANT: Susanne Elwell
FA NEWS EDITOR: Linda Lane