

## CONTRACT RATIFICATION

# New contract approved after an arduous faculty-empowered campaign

by Katharine Harer, AFT 1493 Co-Vice President & Strategic Campaign Organizer

After more than a year of bargaining, our negotiating team reached a tentative agreement with the District on August 9, and a new contract agreement was overwhelmingly approved by faculty on September 7. More faculty members participated in the contract vote than in past years: a total of 299, approximately one-third of total faculty currently working in the District. Of that number, 290 voted YES and 9 voted NO.

This last round of negotiations was grueling and often frustrating, but it was also incredibly exciting and energizing. The excitement and energy came from the active involvement of faculty who stood up for issues that matter to all of us. For seven months, hundreds of us wore our bright red AFT T-Shirts on No Take Back Tuesdays. On Tuesdays we showed up in our shirts, many of us every single Tuesday, even when it meant doing laundry on Monday night. We taught our classes, went to meetings, and held office hours wearing our AFT T-Shirts. We hung bright red signs on our office doors and wore stickers on our shirts that said: "Faculty Deserve A Fair Contract." And when the union asked faculty to show up at a Board of Trustees meeting to show support for Workload Equity and for the AFT Negotiating Team, we were there. The union didn't win everything in this round, but it's not because faculty didn't show up.

## Update on Skyline Case

We want to provide a brief update on the case of a complaint against a Skyline professor reported to faculty via email on August 23. AFT 1493 has been fulfilling its duty of fair representation during the investigation and the subsequent legal process. Efforts are still underway to resolve the matter.

This case has been extraordinarily difficult for everyone involved – for the professor in question, students, faculty, staff and AFT representatives. While AFT is committed to protecting confidentiality at this stage of the proceedings, we are eager to participate in a dialogue with colleagues at Skyline and across the District about the larger implications of what occurred and how such matters should be addressed in the future. However, the union's participation in these discussions must be deferred until the case is resolved.

## District refuses binding arbitration

We were particularly disappointed that the District refused to agree to Binding Arbitration and that we couldn't get any agreement on Workload Equity language. We also should have received a larger salary increase in order to keep up with rising costs in the most expensive area of the nation. The District clearly could have afforded it.

However, many of us are grateful to have those two new steps: one at the top of the FT salary scale and the other at the top of the PT salary scale. Too many people have been stuck on those top rungs for years and years. The one time 1% feels good while you're savoring it, but like a chocolate cupcake the goodness won't last because the 1% isn't on the salary scale.

On medical benefits, full-timers' monthly medical benefit caps will go up for 2017 (retroactively) and then again in 2018. The adjunct faculty medical benefit stipend will increase from \$1000 to \$1505 per semester, effective Fall 2017.

## Retroactive payments

Your September paychecks should be based on the new 2017-18 salary schedules and steps; and should also include retroactive pay for August 2017--both full time and part time, including regular pay (pay code: "Retro-CY") and office hours (pay code: "RTOPRet")--and medical cap refund for contributions from the beginning of 2017 (refund amount located under medical plan deduction code). In your October paychecks, you should receive retroactive pay for the Fall 2016, Spring 2017 and Summer 2017, including regular pay (pay code: "Retro-PY") and office hours (pay code: "Retro-PM"), plus 1% extra pay based on the total payment from Fall 2016, Spring 2017 and Summer 2017 (pay code: "IncentvP").

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## BENEFITS OF AFT MEMBERSHIP

### Are you a member or fee payer?

By Katharine Harer, AFT 1493 Co-Vice President & Strategic Campaign Organizer

Our union is proud that over 85% of our faculty members belong to AFT 1493, our local union. Being a union member means that you can vote in union elections, take advantage of some great perks through our parent unions, CFT & national AFT (see the [Union Plus website](#) for details of the benefits and discounts on legal, entertainment, travel, movies, insurance, and more), and, most importantly, it shows you support the work of your union to negotiate fair contracts and to protect and improve working conditions, among many other things the union does. Union dues help support our AFT office and staff, pay legal fees,

pay for materials and printing, education on faculty rights, and many other things. Union members and fee payers have the exact same amount of dues deducted from monthly paychecks, so you might not know for sure which you are. Recently, we've examined records from the District and found a number of faculty members listed as fee payers who were sure they were members. We've been coming around and actively asking folks whose names are listed as fee payer if they would like to "convert" and become members, and nearly everyone does. There's an easy form to fill out and we take it to the District for you. Your AFT reps on your campus know all about it, so if you're curious, just ask.

## AFT 1493 CALENDAR

### Executive Committee / General Membership Meetings:

**Wednesday, October 18, 2:15 p.m.**  
**Cañada, Building 3, Room 104**

**Wednesday, November 8, 2:15 p.m.**  
**Skyline, Room 4-301**

## The Advocate

*The Advocate* provides a forum for faculty to express their views, opinions and analyses on topics and issues related to faculty rights and working conditions, as well as education theory and practice, and the impact of contemporary political and social issues on higher education.

Some entries are written and submitted individually, while others are collaborative efforts. All faculty are encouraged to contribute.

*The Advocate's* editorial staff, along with the entire AFT 1493 Executive Committee, works to ensure that statements of fact are accurate. We recognize, respect, and support the right of faculty to freely and openly share their views without the threat of censorship.

## AFT 1493 discourages full-timers from taking on excessive overload

The following resolution was passed at the April 13, 2011 AFT 1493 Executive Committee meeting:

Whereas economic instability and budget cuts are affecting the employment status and livelihoods of part-time faculty in the SMCCCD,

Be it resolved, that the AFT 1493 Executive Committee recommend that full-time faculty members **seriously consider refraining from taking on excessive overload in situations where part-time faculty will be displaced from courses to which they would have otherwise been assigned.**



# CFT reaches settlement with ACCJC:

## “Fair accreditation practices will be the norm going forward”

By Fred Glass, CFT Communications Director

In an important step toward fairer accreditation practices in California's community colleges, the California Federation of Teachers (CFT) reached agreement with the Accrediting Commission for Community and Junior Colleges (ACCJC) in August to settle its long-standing lawsuit against the agency.

The agreement, which lays out a number of important accreditation policy changes—some of which have already occurred—states that, “These changes have institutionalized many of the remedies which were initially sought by the plaintiffs at the time of the filing of this case.”

Originally filed in September 2013, following the ACCJC's reckless decision to terminate the accreditation of City College of San Francisco, the CFT's lawsuit sought an injunction to keep the college open and to force the agency to stop violating its own rules and the rule of law. That injunction was granted through a separate lawsuit filed by San Francisco City Attorney Dennis Herrera in San Francisco Superior Court, and in that lawsuit ACCJC was found to have broken several laws in its decision to terminate CCSF's accreditation.

### Ending years of punitive, arbitrary, inconsistent and expensive actions

The CFT's lawsuit addressed broader concerns than Herrera's, seeking to end years of punitive, arbitrary, inconsistent and expensive actions by the Commission. The behavior brought to light by the CFT led many observers to decry the Commission's lack of transparency and “culture of fear,” culminating in sharp criticism by the Chancellor's office, the Board of Governors, the State Auditor, elected leaders in San Francisco, Sacramento, and Washington D.C., and sanctions by the U.S. Department of Education.

Last year, however, a number of changes in Commission leadership—including placing its controversial president, Barbara Beno, on administrative leave—ultimately led to fruitful discussions between CFT and the ACCJC. The Settlement Agreement includes the following changes:

- no interference with community colleges' collective bargaining process;
- the commission's executive committee would recommend **deleting accreditation standard III.A.6, requiring student learning outcomes (SLOs) to be used as a component of faculty evaluation**;
- adoption of a policy to ensure **at least three active duty faculty members are assigned** to each college evaluation team;
- adoption of a policy establishing clear criteria by which the ACCJC may extend for “good cause” the two year

period for a college to comply with accreditation standards as to which it has been found deficient;

- in determining a college's financial stability, ACCJC will **apply its indicators consistently from college to college**, and will refrain from directing colleges what specific steps must be taken to achieve that stability;
- will **reaffirm accreditation for 7 years with a follow up report for colleges with minor compliance issues**, instead of the recently-adopted eighteen month period of reaffirmation; and
- will **strengthen conflict of interest safeguards** for commissioners and evaluation team members.

The settlement also establishes a dispute resolution procedure that begins outside of court in the event that CFT believes the ACCJC is not living up to its commitments.

### “We believe fair accreditation practices will be the norm going forward”

CFT president Joshua Pechthalt said, “This agreement represents a sea change in the ACCJC's operations in a number of significant ways. We believe that as a result of this settlement, fair accreditation practices will be the norm going forward.”

Jim Mahler, president of the CFT's statewide Community College Council, said, “In fast-tracking these reforms, the ACCJC's leadership has indicated the seriousness with which they view the settlement and their intent to implement it. We look forward to strengthening and improving the educational opportunities for the community college system's two million students, no longer distracted by the accreditation problems of the past.”

CCSF faculty union president Tim Killikelly said, “On the heels of ACCJC finally granting City College of San Francisco full accreditation, and putting Compton College on a firm path to reaccreditation, this settlement is a vindication of our union's decision to fight back against the illegal and unfair actions to which we had been subjected, and for the literal future of the college. This struggle took a big toll. What the agreement should mean is no one else will ever again have to go through what we at City College went through.”

“The campaign for fair accreditation in California led by the CFT has been incredibly successful. We hope this agreement signals a new direction for the accreditation process and the California community college system. Nonetheless, we will remain vigilant in holding ACCJC accountable. We believe this agreement and our vigilance together will help ensure a robust and fair accreditation system for California.”

# How to be your own best witness

By Paul Rueckhaus, Skyline Chapter Co-Chair

While most of us never anticipate a workplace conflict, too many of us—at some point in our career—may find ourselves in a situation that warrants union representation. Student complaints, irregularities in evaluation procedures, allegations of harassment or discrimination, violations of seniority and unreasonable scheduling, disregard for academic freedom, perceived coercion or intimidation, disciplinary proceedings, work overload, hostile working conditions, persistent workplace environmental hazards, and classroom ratios are just some of the many possible conflicts that a union representative can provide advocacy for and hopefully ameliorate. Whether you are raising the issue or are the subject of a complaint, your campus union representative can help you navigate the contract and understand your options for dealing with a wide variety of conflicts.

## When to notify the Union?

All administrators should be aware that any faculty member is entitled to union representation at any meeting with a direct supervisor, other administrator or District employee (e.g., HR) for any reason or no reason at all. Contrary to some beliefs, union representation is not limited to disciplinary action. Whether and how often any faculty member chooses to invoke their right to representation is a personal decision dependent on a number of factors, such as the quality of the relationship between the administrator and the employee, the subject matter of the meeting, the comfort level of the faculty being represented, the potential consequences resulting from the meeting, and so on.

## Before contacting an administrator

While there are no hard and fast guidelines for requesting representation, if you just think you might want representation for an interaction with administration, here are some simple steps to follow:

1. Go to [aft1493.org](http://aft1493.org). There you can find your campus representatives. Please only contact your representative on her/his “aft1493” email address using your personal (not SMCCD!) email address. Never contact us on the District email server as all emails exchanged on SMCCD are property of the District and can be seen by District officials.
2. While you’re at the website, open up the [Contract](#) and scan it for language and articles pertaining to your issue. The table of contents is hyperlinked to each article for ease of navigation. The more you can do upfront to identify what the contract does and does not protect you from, the more strategic you (and your representative) can be in approaching the situation at hand.

3. Reaching out to a rep does not commit you to receiving representation. We sometimes get faculty reaching out to talk through an issue or just start a timeline/paper trail on an issue, even if they never seek in-person representation. We can educate or offer suggestions for approaching an issue if you prefer not to be actively represented.

4. If you do seek in-person representation, the next step after reaching out is to schedule a preparatory meeting. It is important that any faculty member seeking representation have a frank, honest and purposeful meeting with their union rep prior to meeting with a Dean, upper management or HR. During these meetings, the rep and faculty discuss the nature and history of the conflict, the potential outcomes, and strategies for approaching the issue. Investigations and disciplinary hearings, in particular, are pseudo-legal proceedings. While none of the reps on the EC are practicing attorneys, we are present to assure fairness in investigative and disciplinary procedures. We work with faculty to help them make their strongest case and understand how the contract, code of conduct, and employee manual might be used either against them or in their favor.

5. Typically during the preparatory meeting, the rep and faculty member will agree on a game plan for the meeting. This game plan is the guide for the discussion with the dean, HR or other administrator.

## Why bother with representation anyway?

Oftentimes faculty members may be reluctant to request representation either fearing that it may make them look “difficult” to their supervisor or believing that their case isn’t serious enough to warrant representation. Surprisingly, the presence of a union rep can often de-escalate employee-administrator tensions rather than inflame them further. Having a third party with deep understanding of the contract can, in many cases, expedite resolution that upholds the contract and leaves the dignity of both parties intact. In instances when a violation of the contract has occurred, a first step in our grievance procedure is to make a good faith effort to correct the violation before activating the official grievance protocol. So it is best to involve a union rep early in the process of filing a potential grievance as we can not only expedite the process, but be sure that critical time frames are met that are outlined in the grievance procedure.

When in doubt, contact a union representative. Recently, a faculty member from one of our campuses was terminated following an allegation of discrimination. This instructor waived his right to Union representation and did not reach out to the Union until he had already been terminated and it was too late to reverse course. When we asked him why

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he chose not to exercise his right to representation while the investigation was active, he said, “I didn’t think it was that serious.” He was wrong.

During disciplinary proceedings and investigative interviews, Human Resources and administrators are obliged to inform faculty of their right to union representation, but only once. They will proceed without the union if the faculty member appears unrepresented. Furthermore, the union has no way of knowing which faculty members are under investigation or disciplinary proceedings at any given time (HR does not give us a list). It is entirely incumbent on the faculty member to request representation. While we cannot protect faculty members from the consequences of their actions, we can protect them against biased, coercive, irregular or botched investigative or disciplinary procedures. Without representation, faculty may be unaware about developments or processes that are actually problematic or potential violations, or they may be overly concerned about procedures that are standard and necessary.

## ***Being your best witness***

Meetings with administrators are not courtroom dramas. However, meetings can be more consequential than many faculty might realize and can escalate out of control if they are not approached thoughtfully and with care. Over the past couple of years of representing faculty, I’ve seen some issues resolve tidily with elegance, dignity and plenty of satisfaction to go around (on both the part of faculty and administration). I’ve also seen both faculty and administrators unnecessarily inflame and exacerbate issues that could have been more easily resolvable. Based on these observations, I’m offering a list of tips to faculty members to consider when preparing for a represented encounter, whether it involves a grievance, an investigation, discipline or another matter of consequence.

1. **Be honest and candid with your representative.** It is very important that the rep understand all of the history and issues at play to offer the best guidance and representation. Feelings of embarrassment, shame, or righteousness are natural when confronting workplace conflict, but they should not color or cover the truth. During an investigation, for instance, there will always be another side to the story that will come out. You want your representative to have all the information ahead of time. We can only offer guidance and support based on the facts that you tell us. If some fact or story comes up in an interview or meeting that we weren’t prepared for, the likelihood of a positive outcome typically goes down.

2. **Prepare a statement and read it aloud during your meeting or interview.** After having a preparatory meeting with your rep, prepare a statement to submit as evidence in an investigation or something that could be used as notes while you discuss the issue with administration. Sometimes meetings, interviews and hearings can be very high pressure. Whether you are being investigated or accused of something or you are filing a grievance about something done to you, you want to set the tone of the conversation. You want to lead your testimony with your narrative. A personal statement can answer many questions for an investigator and lead the conversation proactively.

3. **Explain your intent and rationale.** If you are accused of something, it’s important that you can clearly articulate the intent or theory behind the action that you are being accused of. If there is a teaching strategy at the heart of the complaint, you want the complainant and administration to understand precisely why you’ve made the curricular or pedagogical choices you did. If you are filing a grievance, it’s equally important that you illustrate and articulate the harm resulting from the grievance that you are bringing.

4. **Own your mistakes.** We all make mistakes. There is no shame in showing contrition when there is something that has led to a complaint. Anyone of us can inadvertently offend, embarrass or otherwise harm a student or colleague. If the complaint involves a student, it is appropriate to try to see the issue from a student’s perspective. Even if you don’t believe you have violated the rights or trust of a student, it’s important to show that you have tried to empathize with a student. Appearing obstinate, unempathetic, clueless, or self-righteous might help the case of your accuser. The truth will likely come out. If you have done something that could have resulted in some form of harm to a student, it’s important to acknowledge that. Conversely, if you are expressing a grievance, be receptive to contrition from administrators and look for solutions.

5. **Stick to the script (as best you can).** You and your representative will, together, develop a game plan with talking points to guide your testimony and discussion during your interview, hearing or meeting. Take notes. Print out the email. Be sure to address the points that you have agreed on. It’s very easy to get side-tracked in the heat of the moment. There is usually a good reason that those talking points were thought through and agreed upon. Not all points carry equal weight, so you want to discuss points in the order that you’ve agreed upon. You want to emphasize the points that you’ve decided need emphasizing. And, you want to avoid or minimize the points that you’ve decided needed to be minimized. This might seem like basic advice, but I can’t tell you how many times I’ve seen faculty members “go off the rails” during these meetings—when they’ve thought through

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# Who Will Pay For KCSM In The End?

By Tracy Rosenberg, Executive Director of Media Alliance

(The Media Alliance, at [media-alliance.org](http://media-alliance.org), is a Bay Area democratic communications advocate. Tracy fought a lonely war to save KCSM-TV between 2011 and 2013.)

When we last left off the story of KCSM-TV (see article in May 2017 *Advocate*), the 53-year-old public television station's fate had become the subject of dueling lawsuits between the San Mateo Community College District, its owner and holder of the broadcasting license, and Locuspoint Networks LLC, a subsidiary of the Blackstone Group, the largest hedge firm in the world.

## Board made deal with investment firm to sell KCSM's spectrum to wireless companies

The saga began in 2011, when the District Board of Trustees issued the first of what turned out to be three consecutive requests for proposals (RFP's) to sell the TV station. After rejecting 8 different offers from half a dozen new operators that would have allowed for the continued operation of the TV station, the San Mateo Community College District signed a contract with Blackstone Group-owned investment firm Locuspoint for the eradication of KCSM-TV by selling all of its spectrum to wireless companies via the FCC auction in return for 36% of the sale proceeds.



## How to be your own best witness

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very compelling talking points, no less. It can be very difficult and awkward to steer the conversation back to the key points of import after that detour has been taken.

Union representatives are your colleagues. Our work is twofold—to assure optimal working conditions for faculty and optimal learning conditions for students. Fortunately, the two goals are complementary, as Rick Collenberg of the Century Foundation explains, “When you improve working conditions for faculty, you improve learning conditions for students.” When I represent a faculty member, I’m thinking about how I assure a fair and just process for resolving this conflict. It is essential for students and faculty alike to trust that they have an accessible, transparent, civilized, reasonable and fair procedure in place for addressing and resolving conflicts and disputes.

Three years later, Locuspoint Networks had poured \$3.3 million into the District to subsidize KCSM-TV until the auction started. It looked like the big payoff was soon to be in hand. After expected bureaucratic delays, the FCC had gotten the spectrum auction up and running in 2016. Locuspoint hired accounting firm Price Waterhouse (of Academy Awards infamy) to assist the District through the bidding process.

## Pending offer for spectrum was \$114 million, but District failed to submit a bid

By FCC regulation only the licensed bidder may prepare and submit bids in the auction. In Round 53, disaster struck and although District VP Jan Roecks signed a bid submission confirmation sheet, she did not actually submit a bid by the deadline. KCSM was disqualified. At that point, the pending offer for KCSM's spectrum was \$114 million. Locuspoint was not told of the bid failure, and as they indignantly recount in their lawsuit, the District certified everything was proceeding as planned and cashed a \$225,000 subsidy check a month after being ejected from the FCC auction. When the auction results were announced, the jig was up and Locuspoint headed to court.

## KRCB, which made \$72 million in spectrum sale, agrees to buy KCSM for \$12 million

In the meantime, small KRCB in the North Bay with an annual budget of about \$3 million, successfully navigated the spectrum auction, with no help from Price Waterhouse, and collected \$72 million in a partial, not complete, spectrum sale. According to the counter lawsuit filed by the District, North Bay Public Media approached the Trustees about a KCSM-TV sale months ago and Locuspoint, which had seen at least a \$25 million profit slip through its fingers, was not cooperative about a sale. Locuspoint requested the immediate return of their \$3.3 million dollar investment plus interest and had not received a reply. Both boards of directors at SMCCD and KRCB approved the potential license transfer in September of 2017.

So what happens now? For those of us who didn't want to see the end of the 5<sup>th</sup> largest noncommercial signal in California, the potential sale is a happier ending than the one

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that seemed likely a few short months ago. For those who saw a big financial windfall coming, there is grave disappointment.

The sale price of \$12 million, about \$5 million more than the District was offered in 2011-2012 by experienced brokers Marc Hand of Public Radio Capitol and John Schwartz of Independent Public Media, seems designed to pay off Locuspoint \$5 million dollars to settle their lawsuit. That amount might cover some of Locuspoint's contractor and legal fees, although possibly not all of them, since neither Price Waterhouse nor law firm O'Melveny and Myers come cheap. It is probably fair to say the Blackstone Group did not get to where they are today by accepting zero return on investment.

### **Locuspoint is suing District, citing their illegal, secretive process**

Locuspoint's attorney penned [a letter](#) to the District on September 11 objecting to the non-transparent nature of the sale to KCRB:

*"KCSM's sale to KCRB was fait accompli from the beginning, not the result of any sincere process to conduct a public auction for KCSM. KCRB's president, Nancy Dobbs, has now stated that KCRB started asking about acquiring KCSM as soon as the FCC-imposed "quiet period" ended in February 2017, when KCRB learned that KCSM had failed in the FCC auction. Dobbs' statement matches the District's allegation that it was "approached" about a sale by an unnamed station around the same time. The RFP process that followed – required by California law – was little more than a charade to conceal a predetermined outcome in an apparent effort to gain a strategic litigation advantage at the expense of a bona fide public auction. Flouting requirements that the District issue and give public notice of a Request For Proposals to purchase KCSM, the RFP does not appear on the District's website as either a current or archived proposal, calling into question how anyone could find it unless they knew to ask the District specifically for it. On September 7, the day after the Board gave the Chancellor authority to begin negotiating a sale agreement with KCRB, KCRB announced it had already purchased and operated KCSM. The next day on September 8, the District – in another late in the day stealth website post – stated the Board will vote on September 13 to ratify the KCSM sale agreement. In other words, the District had already executed the sales agreement that it only disclosed to the public for the first time two days earlier".*

It's fairly infrequent that a public interest advocate like myself agrees with an attorney for a hedge firm, but the District's process, from beginning to end, has been secretive.

### **FCC regulators, under Trump, likely to be more sympathetic to investors**

Sales of broadcast licenses do not become final until federal regulators weigh in. The Federal Communications Commission (FCC) will do so in a process that can take anywhere from 6 months to several years. It is not unusual for the Commission to hold a transfer in abeyance until pending litigation against the license holder is resolved, especially when that litigation encompasses a claim to some or all of the license value. There is also a process called a "petition to deny" that can be filed by any member of the public and is required to be adjudicated by the agency prior to signing off on the deal. The new Trump FCC under chair Ajit Pai has been undoing public interest broadcast regulation at a startling rate, but can be assumed to have some sympathy for investment firms like the Blackstone Group, which [contributed over \\$9.4 million in the 2016 election cycle](#).

### **Speculating on a public broadcast license abandoned educational mission; contracting with hedge firm created potential risk**

Since the beginning of the lengthy process, Media Alliance's position, and that of many other public interest media advocates, has been that we need more noncommercial media, not less, and [speculating on broadcast licenses for cash](#) is an abandonment of the educational mission of the college district and of the public commons. Inviting in an aggressive financial operator like Blackstone exposed the District to a partner whose objectives were not educational, and potentially placed public assets at risk.

The District's position that Locuspoint's contract is moot because the District paid the speculator to "handle" the bidding, is troubled. Ten Bay Area broadcasters, some quite small, navigated the auction without being kicked out for failing to submit a bid. ([Successful auction participants in the Bay Area](#) were KEXT, KEMO, KRCB, KRON, KTLN, KTMP, KOFY, KTSF, KQED and KTNC). Blackstone-owned Locuspoint were not retained by the District to offer expertise or technical assistance for the spectrum auction, they were retained to subsidize the financial obligations of the District without forfeiting the possibility of a later windfall in the spectrum auction.

The question now is whether the biggest hedge fund in the world will cash in their chips content to have a 6 year effort end in nothing more than breaking even. Or whether Locuspoint will hold out for the \$25+ million dollar pay-off.

If the Blackstone Group does not go quietly into the night, the District's colleges and their students could take a pretty big financial hit from the District's decision to reject reasonable bids from several public television operators years ago.

## EARLY HISTORY OF LOCAL 1493

# When the game changed: How AFT Local 1493 became sole bargaining agent for SMCCCD - part 2

by Rich Yurman, Skyline College professor emeritus

Part 1 of this report, published in the May 2017 Advocate, detailed the changes in legislation that removed community colleges from the K-12 system and made them a separate entity with their own rules for collective bargaining. The article ended with the AFT and CTA finishing with a run-off in the first voting for sole bargaining agent in the District.

## I. Run-off election for first bargaining agent

Having gotten the run-off against heavy odds, we quickly developed a strategy to win it:

1. Contact more of the part-time and evening people one-on-one.
2. Have a master checklist of all voters in the bargaining unit, make sure AFT supporters voted and intensify lobbying among the uncommitted.

This was carried out by a majority of the members, devoting many hours, especially returning to the campuses to meet with evening faculty.

Again we sat in a room at CSM and sweated through the vote count, soon realizing we had come up very short. We gained votes but CTA gained more. Final count: **CTA: 408, AFT: 357.**

This was a bitter defeat, especially when we realized it was not just a matter of 41 No Rep voters switching to CTA, but we also found that 63 more people voted in the run-off than had voted in the first round.

We began a deeper analysis of the votes. AFT had won at Cañada, broken even at Skyline, and almost broken even at CSM, but among the evening faculty, CTA had made a substantial gain. It turned out that many evening faculty taught at high schools in the county and were CTA members at those schools. The CTA field reps had put great pressure on those teachers to bring in a CTA win in the SMCCCD.



Betty Kaupp, circa 1970

A second factor was the defining of all administrators as management. At Skyline, Betty Kaupp, Shirley Kress and Judy Watkins, all former CSM faculty who had



Shirley Kress, circa 1970

moved into administrative positions and all extremely active original members of the Skyline chapter, could no longer be part of the union and could not ethically advocate for AFT votes in their divisions.

Further, at Skyline there was a history of deep antagonism toward those 3 women, all of them out lesbians, among a number of male faculty and counselors who had also trans-

ferred from CSM to Skyline when the college opened. Those men were among the most vocal leaders in the anti-AFT campaign at Skyline, especially among day part timers.

## II. CTA mishandles first contract negotiations

Having won, CTA set up a bargaining team to negotiate the first contract under the new law. This team, even with the aid of the Burlingame office, seemed unprepared to deal with the hard line bargaining team from the District Office. The result was a contract full of major errors and concessions:

1. Dropping all guarantees of following past practices;
2. Nullifying the grievance procedure; and
3. Losing sabbaticals as a contractual right, replacing them with paid leave grants for a handful of projects approved by the Board (far fewer than the number of sabbaticals on the table for that year), most for one semester, a few for a full year, with each grantee required to submit a full report on what they had achieved within 3 months of return to teaching duties—a far cry from the notion of sabbatical as a time devoted to rest, research and re-charging the energy to be first-rate teachers.

Further, there was virtually no progress on any of the issues effecting part-time and evening teacher salary schedule, benefits, hours and guarantee of future employment, despite that being the constituency that had won the election for CTA.

The AFT continued to issue its weekly bulletins to all faculty and urged a No vote. However, the majority of faculty took the stance that the newly elected bargaining agent needed to be supported, and ratified the contract.

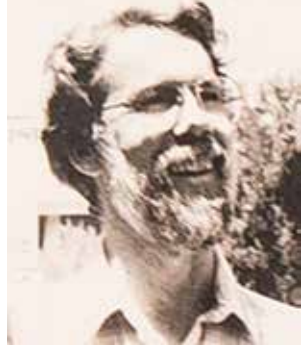
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### III. AFT de-certification campaign

Statewide, after the first elections, CTA won a majority of the community college districts, very few of which were subsequently contested. However, AFT won the largest districts and therefore AFT represented the majority of community college faculty.

Since our election had been close and CTA had botched the first contract, we became one of the few AFT locals to move to decertify. Pat Manning, once again our Local President, had been elected Vice President of the statewide CFT. He proposed that national AFT help us to de-certify CTA by funding a full-time organizer from the district faculty. This was granted and Pat recruited Mary K. Stegner, a part-timer at Cañada. She took a leave from teaching and plunged into the job. We had a year and a half to work for the Spring 1982 election.



Pat Manning, circa 1970



Mary K. Stegner, at AFT 1493 50th anniversary party in 2013

Mary K. made sure that every member of the bargaining unit was personally contacted, either by a member of that person's department or by Mary K. herself. Again a list was developed of AFT supporters, CTA supporters, undecideds and possible converts from CTA to AFT. The latter groups were contacted multiple times. Publications were revved up with *The Advocate*, now a monthly publication, edited by George Goth, along with pink sheet updates as events transpired.

Our major strengths were:

1. CTA did a poor job with the first contract.
2. CTA had done a poor job handling grievances, while AFT, though not the bargaining agent, had picked up and won a number of grievances at CSM and Skyline, especially at Skyline where we won grievances for members of the P.E. department, cosmetology department and the librarians. As a result, four faculty members who had either been strong CTA supporters or neutral became fierce AFT reps within their departments—areas where AFT had gotten no or few votes. We had major net gains throughout those departments. (Grievances were carried forward by John Kirk, CSM faculty member and one-time AFT 1493 President.)

3. Mary K. developed rebuttals to the “we are professionals, not workers, therefore not appropriate for union membership” arguments—especially in the light of the District's attitude toward faculty.

*(Another key element was the bitter annual fight around the District's budget numbers and priorities, as well as monetary hanky-panky at the District Office. This is a large topic which deserves an in-depth report, and so will be our next installment.)*

We filed sufficient signatures to force a de-certification election in May, 1982. The results of the May 18, 1982 vote: AFT: 350, CTA:300, No Rep: 23. A clear victory for AFT with no need for a run-off. AFT, finally in place as bargaining agent, got to negotiate its first contract.

Betty Kaupp, no longer an administrator, was elected Local President and acted as chief negotiator, along with



Joyce Unger (right), circa 1970

Joyce Unger from Skyline and reps. from CSM and Cañada. The long fight to restore the rules that CTA had negotiated away had begun.

*(No one who sent me information sent any details on that first contract. What I recall is that we got a better salary schedule for part-time and evening teachers, along with a better shot for them getting benefits; plus a written grievance procedure—which helped all future grievances, since the District invariably violated the procedure somewhere along the way. What else? If you have any info or memories on these topics, please send them along via email to [ryurman@newsguy.com](mailto:ryurman@newsguy.com).)*

### IV. CTA de-certification campaign

Two years later the CTA filed for their own de-certification campaign, mainly based on rejecting agency shop for union members and mandatory withholding of a representation fee in lieu of dues for non-union members. One of the big concerns here was how much influence over our bargaining would be wielded by the statewide CFT and by national AFT, the latter going through some very negative times due to conflicts with communities of color over local control of K-12 schools in New York City.

The election took place May 16, 1984 and the results were: **AFT: 364, CTA: 271, No Rep: 11**. The AFT majority was increased and, though some faculty members continued to hold dual membership in AFT and CTA, CTA's strength in SMCCCD wilted. AFT has been the sole bargaining agent for certificated employees of the District ever since.

## SUPPORTING UNDOCUMENTED STUDENTS

# Dreamers Task Forces & Dream Centers working to help undocumented students at all three colleges

by Jessica Silver-Sharp, Skyline Part Timers' Rep

Even before President Trump made his September 5th announcement to rescind DACA, the SMCCCD Dreamers Task Force, individual campus Dreamers task forces and all three Dream Centers were urgently planning to help our undocumented students tackle increasingly difficult challenges, to get staff and faculty up to speed on effective allyship, and to reduce additional barriers to education about which many of us remain unaware.

Since then Dream Center staff and counselors have worked double-time, recently hiring part-time staff assistants at Cañada and CSM Dream Centers, expanding drop-in services, sending representatives to speak to your classes, and in every way possible, getting out the word on the imminent, unextendable October 5th deadline for students to renew their DACA status.

With the exception of CSM's Dream and Multicultural Center which hopes to hire an attorney soon, free legal clinics have resumed and Dream Centers have begun offering urgent one-on-one help with DACA expedited renewals, including how to get an emergency scholarship to cover the daunting \$495 DACA renewal fee. The Centers are also working to address the rights and needs of our many students ineligible for DACA renewal.

All three campuses remain highly focused on supporting individual and student centered groups such as CSM's new UndocuCircles and plans to support a future student rally. Student Dreamers Clubs are formed or forming on all three campuses. At Cañada, all faculty have been encouraged to post Immigration Resources facts and links for students on their faculty webpages.

## Join a Task Force

Each campus hosts its own Dreamers Task Force with membership open to faculty, staff and students. The task forces meet monthly to discuss such topics as reducing citi-

zenship qualifications for scholarships, support for student groups, and understanding the changing legal landscape and community narratives. The best way to get involved is to attend a meeting or join your campus Dreamers task force. Contact your campus Dream Center!

## Attend an October 11th Flex Day workshop

Following the standing-room only District Opening Day session Introducing the SMCCCD Dream Centers on August 14th, task force members across our campuses undertook additional comprehensive "UndocuAlly" training by the well established non-profit Educators for Fair Consideration (E4FC).

On October 11th, Dream Center staff will bring this

training to staff and faculty. The goals are to provide us with deeper understanding of the challenges faced by the undocumented community, as well as best practices and resources to aid students in their pursuit of higher education. At



Skyline, a second Flex Day workshop, "DACA 101: What has Changed and What Are Our Students' Rights," will go deeper to discuss current narratives on DACA within the undocumented community, and much more. Check your email for your campus Flex Day activities schedule and register now!

## California laws not affected by DACA

This week (Sept 18, 2017) the *Skyline View* ran a front page article in red, "Locals Respond to Decision on DACA." For the article, Editor Lauren Gozon interviewed Dream Center staff specialist Pamela Ortiz Cerda who reminded us, "It is important for students that currently have DACA to know that California laws AB 540 and the California Dream Act are not affected by DACA."



# Results from faculty observation forms survey

By Leigh Anne Shaw, District Academic Senate President

In Fall 2016 and Spring 2017, the District Academic Senate polled faculty and supervisors for feedback on the evaluation forms that were made part of the evaluation process by faculty ratification in 2014. This historic change to our evaluation process, especially to the observation form, was long-desired and welcomed, and the hard work on the part of the Performance Evaluation Task Force (PETF) is to be roundly commended. Three years on, faculty have had a chance to really work with the forms and have shared suggestions for their inevitable improvement. The results of that poll are available at [“Reponses to Survey of Evaluation Forms”](#) on the District Academic Senate web site.

In the responses, the need for sizable boxes on the forms, as well as ability to save and email easily from both Mac and PC, shot to the top as the biggest issues. However, there were other points that were quite illuminating. Several patterns of response to the three questions emerged, among others:

- Further need for clarity over what rating system terms mean, namely “meets” vs. “exceeds” expectations
- Difficulty in applying the A-B-C-D-E grading system to categories that do not seem appropriate for it (i.e. yes/no questions), and the punitive fallout that can result from inaccurate grade assignment
- A desire to reduce redundancy and overlapping categories, and to further streamline and simplify the form, eliminate wordiness, and review the choice to separate out the Kinesiology-only questions
- Concerns with physical length and linear nature of the

forms, especially as several different forms are embedded into one document, and the difficulty in locating and printing the sections one needs for a given observation

- Comments that the form lends itself to evaluating traditional classroom and online teaching, which may have lower learning impact than some transformative teaching methods (i.e. flipped learning); suggestions to modify the form to better evaluate new pedagogies as well as librarian work and clinical settings
- Appreciation that the form now has an option for professional development that is triggered upon a grade lower than “meets expectations”

A number of respondents gave very specific (section by section) feedback while stating that they had ideas for improvement that they would very much like to share; this clearly shows the need for another task force to embark upon the refinement of this important tool. The work of this task force would not be even remotely as complex as that of the PETF; the hardest work has been admirably completed, and what is greatly needed now is the refinement of the language and review of the structure of the forms. The District Academic Senate hereby offers to jointly lead this effort with the AFT to ensure that faculty have an observation and evaluation tool that truly aids their work while revealing the excellent teaching that happens throughout our District.

## Faculty comments on contract ratification

*continued from page 12*

- Thank you for all your support and for giving us a voice!
- It concerns me that binding arbitration was included in our proposal, endorsed by the fact finding body, but summarily dismissed by the board. I cast my yes vote with reservations.
- I vote “yes” with a sick feeling in my stomach. I know that faculty deserve a better deal and I know the District can afford it. The District’s positions during this contract negotiations have been stingy and disingenuous. I am not naive; I understand how the negotiation process works, but I know a raw deal when I see it. I expect that come election time, when you get board members wanting your endorsement, you will hold their feet to the fire in regards to their refusal to approve binding arbitration. After your contract “forum” earlier this week, I decided that political humiliation might be more powerful than “waiting” for the ideal agreement. Thanks for your work!
- Thank you for your commitment to faculty. The gains you negotiated make a difference in the quality of our lives, allowing us to better serve the students.
- Thank you AFT negotiating team. I believe you have empowered the faculty across our district.

## Keep your AFT T-Shirts handy

By Katharine Harer, AFT 1493 Co-Vice President & Strategic Campaign Organizer

There are many good reasons to wear your AFT T-Shirt. You can choose to wear it any day of the week, any time you feel like rocking AFT red! You can wear it when you drop by one of our monthly Membership Meetings, which rotate between the three campuses. (See our meeting schedule on our website: [AFT1493.org](#). The next meetings are listed on page 3). You can wear it if you attend a Board of Trustees meeting just to let the Board know that you are a proud union member. You can wear the shirt on a Flex Day to feel that sense of solidarity with faculty colleagues. And we’re thinking as the new Workload Committee (see “Contract Ratification” article on page 1) meets throughout the semester to hammer out Workload Equity standards, we may want to initiate Workload Wednesdays. Let us know what you think of this idea. It takes a little organizing to coordinate those seas of red we saw rolling across all three campuses last school year, but we’re ready and willing to do it. Workload Wednesdays? What d’you think?

**Contract ratified overwhelmingly***continued from page 1***Workload Equity Committee established**

The District's refusal to agree to Binding Arbitration, even after the Fact Finder recommended it, is difficult to grasp. We are one of the only community college districts in the Bay Ten that doesn't have BA, and it creates an inequity, an uneven playing field, that can seriously impinge on our ability to defend faculty. Workload Equity went to a committee made up of three AFT reps (Nina Floro, Doniella Maher and Anne Stafford), three Academic Senate reps (Rosemary Nurre, Michael Hoffman, and Leigh Anne Shaw) and three administration representatives. The committee is having its first meeting in late September. We trust that our representatives will work toward reasonable and fair standards around the enormous amount of work conducted outside of teaching. The union's goal is that the Workload Committee produce new contract language. Workload Equity is one of the "re-openers" in the next set of negotiations (for 2017-2018).

**Here's a summary of what faculty approved in this new contract:****Salaries**

- **All faculty will receive a 3.25% increase** on their salary schedules retroactive to the Fall 2016 semester, plus an additional **1% off-schedule payment**.
- **All faculty will receive a 1.75% increase** on their salary schedules effective in the Fall 2017 semester.
- A **cost-of-living increase for 2018-19** will be calculated based on county-assessed property value increases released at the end of June 2018.
- Effective Fall semester 2016, **additional steps will be added** at the top of both full-time and part-time salary schedules (where our District's salaries compared least favorably to other Bay 10 districts). Steps 24 (same as step 23) and 25 (3% above step 24) will be added to the Regular Faculty Salary Schedule (full time faculty) and step 11 (3% above step 10) will be added to the Adjunct Faculty Salary Schedules.

**Medical Benefits**

Effective January 1, 2017, full-timers' monthly medical benefit cap will be:

- Single: \$789.00 (no change, but fully covers Kaiser payments),
- Two-Party: \$1319.97 (increase of \$107.97)
- Family: \$1703.41 (increase of \$134.41)

Effective Fall semester 2017, the adjunct faculty medical benefit stipend will increase from \$1000 to \$1505 per semester.

**Faculty comments on the contract ratification**

- Thank you for all of your hard work! I know that you all had our best interests in mind, and although not all of our points were agreed upon by the District, I know that you all did everything you could under the circumstances.
- The District's Tax Revenue far exceeds this raise. I nearly voted NO. The fact finder did an inadequate job. However, I do feel the Union did their best and thank you for your good work.
- This is a vote against the district, which has the money and yet insists on spending it on more administrators, managers, and supervisors instead of faculty. I think that the union leadership did a great job and I can't think of what more they could have done.
- Adjunct faculty need to be compensated for the extensive number of hours of class preparation, grading, administrative tasks, frequent student interaction outside of office hours. Adjunct faculty should not have temporary and "tentative" assignments each semester. Where is the equity here?
- I am very proud of all of the hard work done by our UNION!
- Thank you to the negotiating team, especially for your work advocating for adjunct faculty. I'm proud and grateful to be a member of our union.
- I am an adjunct faculty and am pleased especially with the increase in the medical benefits reimbursements from \$1,000 to \$1500. Thank you!

*continued on page 11*

Effective January 1, 2018, full-timers' monthly medical benefit cap will be:

- Single: \$825.00 (increase of \$36.00, fully covers Kaiser payments)
- Two-Party: \$1394.97 (increase of \$75.00)
- Family: \$1828.41 (increase of \$125.00)

**Flex Days**

Two flex days with required on-campus attendance, four will remain flexible. For 2017-18, there will be one required day in Spring 2018 (January 12, 2018). For 2018-19, there will be one required day in Fall and one required day in Spring. Those days will be set with the approval of the academic calendar for that year (which AFT negotiates).

**Other items**

The No-Strike clause was removed.

Three non-economic re-openers per side, including workload, will be negotiated for 2017-18, and three more items will be negotiated for 2018-19.