

30 Years Strong!

UPM

United Professors of Marin

INSIDE

1 Ponderings of the President

3 Connecting the Dots: Rahula

5 Did You Know?

7 General Membership Meeting

8 Class Size and the Contract

9 Exposing Lies about SLO's

Volume XXXVIII No. 8, August 2008

Union Press

Ponderings of the President

by Ira Lansing

Most of us are familiar with the expression “90% of the problems come from 10% of the people”. As educators we might add “90% of the questions (or answers?) come from 10% of our students”. As a Union officer I would add the additional sentiment that “90% of our work is done by 10% of our members”. We have about 350 members, so you do the math. For this reason it was very heartening to see so many of you (over 150 by one count) at the last general membership meeting on Opening Day.

If you were there you know there was a high level of involvement, with many questions coming

from the membership. Not too surprising since the main topics of discussion focused on the lack of movement in bargaining and the resulting possibility of a faculty strike some time this semester or the next. It is still a little bit too early to go into the details of what is involved with a strike, but for now I would like to talk about how we could avoid one.

The District/Board of Trustees seem to have absolutely no interest in resolving issues.

Of course accepting whatever contract is imposed upon UPM unit members by the Board of Trustees is one way not to

strike. However, if you review the current status of the District’s proposals (see them at www.UnitedProfessorofMarin.org) you will probably find them as objectionable as I do. If this—accepting an imposed contract—is not an option, then what else is?

There is the usual “let’s wait and see what happens because the bargaining team will negotiate something”. This is a variation of “Paul [Christensen] will get us what we want” or “Ira [me] will step in and resolve it”.

Continued on 2

I hate to tell you, but none of those are going to happen this time around. The District/Board of Trustees seem to have absolutely no interest in resolving issues.

This is your job, your contract!

The Trustees have rejected a short-term contract settlement offer based on contract articles *already* agreed upon, plus a one-year Bay Area (not even Marin County, which is higher) Consumer Price Index raise of 2.9% (when inflation is running around 5%, meaning you are already *losing* money, even at the District's offer of 0%). They have made no counter-offers to this—just a “no!”—and are not making any offers to anything else. In the meantime, management is taking the attitude that the

Collective Bargaining Agreement is merely advisory and that the Board of Trustees have final authority. With this sort of attitude why negotiate? And when you have an attorney who says don't worry, I will litigate if UPM contests anything and a seemingly endless supply of money to go with it, where is the incentive to engage in meaningful resolution bargaining?

This means you must be willing to join your colleagues in more than just spirit. You must add your presence

So what options are left? Well, it comes down to that 90-10 thing. It needs to move more towards 90-100. That is 90% of the work is being done by 100% of the members—**everyone!** The Board of Trustees must see that

faculty are united, that it will be to their (Trustees') advantage to negotiate meaningfully, and that there are consequences if that does not happen. This means you must be willing to join your colleagues in more than just spirit. You must add your presence, and for those of you willing, your voices, to let them know. UPM will announce when you will be needed. We know there will be conflicts with work and life, but remember that no longer will Ira or Paul or the bargaining team work it out. No longer can you let someone else do it. This is your job, your contract! This time you are needed so that we can all make it happen!

Stay informed, stay in touch
ira@UnitedProfessorsofMarin.org, especially if you want e-mail notifications of what's happening), stay involved.



CONNECTING THE DOTS

News and Opinion
by Arthur Lutz

RAHULA

The Buddha is regarded by many as a model of enlightenment and compassion. But consider how he treated his wife Princess Yasodhara at the time of the birth of their child. According to legend, when the birth was announced, the Buddha (Prince Siddhartha) declared, "*a fetter has arrived – a bondage has been born.*" And on the evening of the delivery he went to their room, took one last look at his sleeping wife and child, and without saying goodbye – fled. But not before leaving instructions that the boy was to be named Rahula (fetter).

After departing, the Buddha ceased all contact with his wife and son and did not see Rahula again for seven years, and only then because Yasodhara suggested to the boy that he visit his father (who was preaching nearby) and ask for his rightful inheritance.

But when Rahula asked the Buddha for his due, the Buddha, who had taken a vow of poverty said he had nothing to give. He did however offer to accept the boy as an acolyte.

And so without obtaining the consent of the boy's mother, the Buddha took seven-year-old Rahula away to serve as one of his disciples.

Perhaps there were good reasons why the wealthy Prince Siddhartha put on the yellow monk's robes and abandoned his wife and new-born son, but if he were alive today he'd probably be denounced for spousal desertion, failure to provide child support, and kidnapping – not to mention child abuse for naming the boy "fetter."

It all seems to confirm the old adage that "*rank has its privilege,*" especially if the rank has a holy or Zen-sounding

But that's what a spiritual title like "Buddha" [Enlightened One] can do for you. It gives you impunity on behavior for which most

of us would be pilloried, or perhaps even sent to prison.

Take the much revered Mahatma Gandhi – another notable with a spiritual title (Mahatma [Great Soul] who also received a pass on behavior for which others of us might be incarcerated. I'm referring to his admission that he slept naked with teen-age girls and gave them daily enemas, and that he refused to allow doctors to administer antibiotics to save his wife's life when she was dying of pneumonia.

Or the much venerated "Mother" Teresa, who believed that the infirmed should be allowed to die without medical intervention (especially if they were poor), but who was willing to extend her own life with expensive and sophisticated medical procedures.

It all seems to confirm the old adage that "*rank has its privilege,*" especially if the rank has a holy or Zen-sounding title attached to it.

Continued on 4

Maybe our faculty should all wear yellow monks' robes and confer on ourselves the transcendental title of "Swami." It might encourage the Board to treat us with more respect and dignity.

Perhaps that's the reason that our Board of Trustees shows so little respect for our faculty and is so dismissive of the current collective bargaining process – because our titles of "instructor" and "professor" just don't have sufficient spiritual cachet.

So at the next Board meeting maybe our faculty should all wear yellow monks' robes and confer on ourselves the transcendental title of "Swami." It might encourage the Board to treat us with more respect and dignity, and maybe they'll begin to negotiate with seriousness and sincerity.

On the other hand, we might resolve our contract disagreements with the District more quickly if we forego the spiritual mumbo-jumbo and try something a little

earthier – *like raising a little hell.*

We might resolve our contract disagreements with the District more quickly if we try raising a little hell.

Waiting patiently under a Bodhi tree for the District to become enlightened and compassionate might be okay for a Buddha, but our unit members have bills to pay.

Faculty Protest at Opening Day



Did You Know?

- Gas prices in California in the year 2000 were approximately \$1.50 per gallon; today \$4.50 per gallon....
- According to The Bureau of Labor Statistics of the U.S. Department of Labor, the June 2008 All Items Consumer Price Index (CPI) in the San Francisco-Oakland-San Jose area increased 4.2 percent over the past 12 months, compared to the previous 2.9 percent increase for the April 2007 to April 2008 period....
- The median home cost in Marin County is \$1,276,000....
- Marin County's cost of living is 122.80% higher than the U.S. average....

- When State Sen. Jack Scott takes over as next statewide chancellor of the California community college system, he will be paid \$198,000 per year as chancellor....
- President Frances White's Salary and Compensation includes:
 - Annual Salary: \$214,000
 - Annual Performance Bonus: \$12,000
 - Annual Tax deferred Annuity Contribution: \$2500
 - Outside Consulting and Professional Activities: 5 Days
 - Monthly Vehicle Expenses: \$500
 - Monthly Business Expense: \$ 250
 - Vacation Days: 22 per Year
 - Sick Leave: 12 Days per Year
 - Insurance Coverage: District provided health, dental, vision; \$350,000 term life insurance and full disability insurance
 - Retiree Benefits: Full medical supplemental coverage under Medicare....

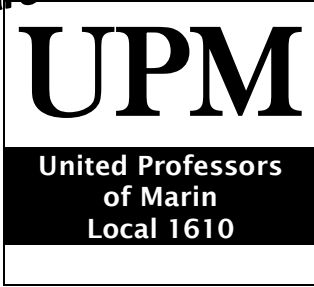
- In 2007, Vice President of Student Learning Anita Martinez earned \$132,000 a year....
- In 2007, Director of Human Resources Linda Beam earned \$116,000 a year....

"Did You Know?" continued on 6

- In 2007, Vice President of College Operations Al Harrison earned \$133, 000 a year....
- In 2007, Director of Modernization V-Anne Chernock earned \$125,000 a year....
- In 2007, Director of Marketing and Communications Cathy Summa-Wolfe earned \$102,000 a year....
- Between April 2006 and now, the MCC District has paid its labor negotiator, Larry Frierson, more than half a million dollars for services rendered...
- Labor negotiations for the three unions at the College of Marin are not progressing after two years of bargaining. All UPM, SEIU and CSEA members are working without contracts! UPM declared impasse and is now in mediation, which will in all probability lead to “fact finding.”
- COM’s annual budget is larger than it has ever been in the college’s history....
- Since President Frances White has been on board, the number of employees in the administration has nearly doubled....
- Claims from the District that we are in a budget crisis are juxtaposed with the largest budget in the college’s history, fewer students, fewer full-time instructors and more administrators than ever before in the college’s history.
- Implications by the District that the recent Retirement Savings arbitration has prohibited the District from granting salary increases are juxtaposed with the facts that the District could have lived up to its promise and its legal agreement and A) hired new full-time instructors or B) put the savings (approximately \$600,000) into faculty salaries long ago. But the District’s refusal to adhere to its own agreement cost Marin taxpayers an approximate \$1.6 million dollars. In addition, the arbitrator fined the District \$2500 and characterized its arguments in the case as “specious.”
- The District is offering its “excellent faculty” 0% salary increase, 0% COLA and 0% incentive to continue bargaining.

<p>New UPM Website</p> <p>www.unitedprofessorsofmarin.org</p>
<p>District Lawyer Paid \$ 400,000.00 to negotiate?</p> <p>Fran White has her contract ... where is ours?</p> <p>UPM Requests PERB to Declare Impasse!</p> <p>Mediation Updates</p> <p>UPM Press</p> <p>Read the latest issue @</p> <p>www.unitedprofessorsofmarin.org</p>

30 Years Strong!



United Professors of Marin

American Federation of Teachers • Local 1610

P.O. Box 503 • Kentfield, CA 94914

Phone: (415) 459-1524 • Fax: (415) 459-1524

www.unitedprofessorsofmarin.org

General Membership Meeting

When: Thursday, September 11, 2008, 3:30 pm

Where: Fusselman Hall 120

Agenda: Vote on membership dues increase; Assessment Follow-up

(The previously membership approved 3% assessment on the retroactive money will come out of the September end-of-month regular paycheck, but only from people who received any of the retro paychecks/money. It was not possible for the County payroll to deduct it from the last retro check.)

		<u>Current Dues</u>	<u>Proposed Increase</u>
*Category	1	\$12.53	\$14.41
	2	21.17	24.35
	3	38.51	44.29
	4	55.65	64.00
	5	91.82	105.59

*Category #1-- All non-credit instructors teaching on a quarter system. Semester system non-credit instructors are in categories #2, #3 or #4.

*Category #2-- Non-credit instructors on semester system, counselors, librarians, other certificated or instructors working the equivalent of up to and including 4 teaching units.

*Category #3-- Non-credit instructors on semester system, counselors, librarians, other certificated or instructors working the equivalent of more than 4 teaching units, but less than 6 teaching units.

*Category #4-- Non-credit instructors on semester system, counselors, librarians, other certificated or instructors working the equivalent of 6 teaching units up to and including 9 teaching units.

*Category #5-- All permanent/probationary counselors, librarians, other certificated or instructors; sabbatical or other leave replacements.

Class Size, Class Reductions and the Contract

At the start of this fall semester, the Vice President of Student Learning sent out a memo in which she states, "Minimum class size is set at 17 students enrolled; in spring 2009, it will be moved to the agreed upon number in the collective bargaining agreement." 17 is the number at which the administration has decided it will terminate classes. That is, if a class has fewer than 17 students, it will be cut.

However, the Vice President's reference to the CBA (Collective Bargaining Agreement) is incomplete. Actually, the CBA states that "the class size for credit classes shall normally be no less than twenty (20) enrollees, with it being provided that

management is authorized to maintain a limited number of classes of fewer than twenty (20) enrollees (in accordance with Article 10.1.3 of the CBA) and to cancel classes pursuant to the provisions of Article 10.1.2."

The CBA further defines exceptions class cancellations: "Exceptions to the minimum of twenty (20) enrollees may be made by the District" In other words, the District may, if it chooses to do so, allow classes to continue if they meet any of the criteria identified in 10.1.3 of the CBA: classes required for graduation, for a major, or for a career; classes offered irregularly; classes

which can be offered only in limited classroom or laboratory facilities; classes which are part of an experimental or pilot program; classes subject to statutory or state regulation controlling class size; and classes whose cancellation would constitute a financial hardship to the District or educational disadvantage to the student. (CBA 10.1.3)

The Vice President's characterization of the "agreed upon number" is selective as it relies on only part of the language in the CBA, and in this abridged form it is being used as justification for depriving students of a well rounded education.



Exposing the big lies about SLOs

Professor contends SLOs have disastrous consequences for students and faculty

(*CCA Advocate* Volume 43, Number 4 - June 2008 Reprinted with permission from the author)

The astronomer Sir Fred Hoyle once said that “When a starting point is wrong, the more impeccable the logical development



David Clemens

the worse the result.” That is, if you begin with a false idea and reason carefully from it, you can quite logically end up with disastrous consequences. The theory of outcomes-based education proceeds from such false starting points, which would reasonably lead to their never becoming the issue they are today. Unfortunately, reason is not part of the discussion. And if Student Learning Outcomes (SLOs) are not about reason, neither are they about education. That SLOs are about “student learning” is the first, and biggest, lie. There is no objective evidence that SLOs have any positive effect on learning at all, although there is evidence that they negatively affect learning because they encourage dumbing down and teaching to the test.

SLOs aren't waning SLOs have been waxing and waning at least since the 1980s. The urgent problem today is that they are not waning anymore. A few years ago, the Western Association of Schools and Colleges, (WASC), adopted SLOs as a totalizing basis for accreditation and in a single stroke made fundamental changes in the definition of what we do and the way we do it.

For years we had been assured that “Assessment rubrics and student learning outcomes are just data collection and will never be used for teacher evaluation.” In fact, expected outcomes and assessment schemes are perfectly suited for use on teacher evaluation forms and already have been. But anyone who actually teaches knows that the most important factor in education is the student. The greatest effects on student learning are the individual student's knowledge of subject, self motivation, language proficiency, disposition, parental support, social skills, talent, physical and mental health, preparation, cultural background, religious beliefs, political persuasion, commitment, desire, determination, level of cognitive growth, age, and work ethic. Student learning outcomes are silent on all these factors.

Yet as of last year, SLOs are already a component of teacher evaluation. WASC Accreditation Standard III: Resources reads:

Faculty and others directly responsible for student progress toward achieving stated student learning outcomes have, as a component of their evaluation, effectiveness in producing those learning outcomes.

“Big Lies” Continued on 10

Here we have a clear conflict between negotiated evaluation procedures and accreditation imperatives. WASC has usurped the authority of the unions to negotiate evaluation.

Another oft-repeated lie is that “SLOs and assessment do not intrude on your classroom.” Wrong. Where “assessment” intrudes most is by insisting that all learning is observable and measurable. This may be true in vocational or performance courses such as nursing or cello, but it is false in humanities or art courses.

Affecting evaluation

Because student attainment of stated SLOs will affect teacher evaluation, SLOs actually create downward pressure on curricular standards. If I am to be judged by my students’ achievement on outcomes tests and SLO guarantees, I will spend my class time on the most testable and achievable SLOs so as to insure “student success” on the exit test. The next step involves the current buzzword: “alignment.” Certainly, if the English 1A SLOs at one college are producing a higher metric of “student success” than other schools, the logic of SLOs is to identify such “best practices” and create statewide alignment of them. Voila! One hundred nine schools, one curriculum, one set of outcomes, one exit test, and one set of textbooks.

Another common but egregious lie is that learning outcomes do not compromise academic freedom. On the contrary, SLOs are the greatest danger to academic freedom in my professional lifetime. The fact that WASC’s definition of SLOs mentions “attitudes” I find chilling. The heart of academic freedom is the conviction that both education and community suffer when teachers are forced to embrace a single

viewpoint. To the contrary, our highest courts have held that society benefits when students are exposed to various academically legitimate yet contradictory ideas.

There’s no agreement

One of the key strategies of coercion employed by SLO zealots is that it’s all one big conversation and in the end we all agree. This is another lie intended to produce the appearance of consensus. I believe that it is vital to dispel this illusion. The word from U.S. Secretary of Education Margaret Spellings to WASC is “SLOs or we will kill you and replace you with a federal bureaucracy.”

One last Big Lie for employee groups is that SLOs are not an increase in workload and an un-negotiated change in the terms and conditions of employment. In fact, those who have tried them on our campus have testified that SLOs create an epic data-storm. The training handbooks alone run 50-70 pages. And the disclaimer that this workload is only in the initial stages is another lie because SLOs are predicated on perpetual feedback cycles. Now on every trip up the hill, Sisyphus also has to go out and find a new rock.

I urge faculty to reject their efficacy, demand rigorous placement and pre-requisites, demand academic freedom, battle over wording, negotiate workload, and adopt only core competencies corrosive of SLOs themselves.

David Clemens teaches English at Monterey Peninsula College and presented his views on Student Learning Outcomes in a workshop at CCA’s Membership Conference in April.

**United Professors of Marin
UPM-PAC Payroll Deduction Form**

The UPM-PAC (Political Action Committee) provides financial support to candidates and measures that support or benefit education in Marin County and the College of Marin in particular. If you would like to support the UPM-PAC with a monthly contribution, small or large, please fill out the form below and send it to the Payroll Office.

To: Payroll, College of Marin
Date: _____

I hereby authorize the Marin Community College to deduct from my earnings the sum of _____ beginning in the month of _____, _____ (year), and each month thereafter, and to remit this sum to the United Professors of Marin PAC #990958 until I revoke this authorization in writing.

Signature: _____

Print Name: _____

Address: _____

City: _____

Zip: _____

SSN: _____

UPM Membership Application

I hereby apply for membership in the United Professors of Marin, AFT Local 1610

Date: _____ Email: _____

Name _____ SS #: _____

Address: _____ Department: _____

City: _____ Zip: _____

Home Phone: _____ Campus Ext.: _____

Check the appropriate category:

____ I am a permanent credit or non-credit employee or leave replacement.

____ I am a temporary non-credit employee on the quarter system.

____ I am a temporary credit or non-credit employee on the semester system.

Return to UPM Kentfield campus mailbox or UPM Office, Science Center 136



Letters to the Editor

Want to share your thoughts on the new Banner system? Have something to say about contract negotiations? Feel that your rights are being violated?

Feel free to voice your comments and/or opinions concerning any article or issue about you, the College or your union. Please direct your letters to john.sutherland@marin.edu Names withheld upon request.

UPM Committees and Staff

<p>PRESIDENT Ira Lansing</p> <p>BARGAINING TEAM Paul Christensen (Chief Negotiator) Hank Fearnley, Theo Fung, Arthur Lutz Mike Ransom, John Sutherland</p> <p>UPM-PAC Arthur Lutz</p> <p>GRIEVANCE OFFICER John Sutherland</p> <p>TREASURER Theo Fung</p> <p>BUDGET MONITOR Deborah Graham</p> <p>BAY 10 REPRESENTATIVE Rinetta Early</p> <p>CCC REPRESENTATIVE Open Position</p>	<p>NORTH BAY LABOR COUNCIL REPRESENTATIVE George Hritz</p> <p>PROFESSIONAL AFFAIRS COMMITTEE Mike Ransom, David Rollison</p> <p>WORKLOAD COMMITTEE Carl Cox, TBA</p> <p>HEALTH AND SAFETY COMMITTEE Jamie Deneris, George Adams</p> <p>PROFESSIONAL STANDARDS COMMITTEE Arthur Lutz Mike Ransom</p> <div style="text-align: center;"> <p><i>30 Years Strong!</i></p>  </div>	<p>SABBATICAL LEAVE COMMITTEE Jamie Deneris, Don Foss, Chris Schultz, Toni Yoshioka</p> <p>CRA TRUST Ed Essick(Chair) Sarah Brewster, Ira Lansing Ron Palmer</p> <p>UPM EXECUTIVE COMMITTEE Ira Lansing, Paul Christensen Carl Cox, Hank Fearnley Arthur Lutz, Deborah Graham Mike Ransom, John Sutherland Tom Behr</p> <p>WEB MASTER Mike Ransom</p> <p>UNION PRESS EDITOR John Sutherland</p> <p>EXECUTIVE SECRETARY Teresa Capaldo</p>
---	---	---