October 31, 2016

To: The Sonoma County Community College District Representatives of the Class Size Task Force and the All Faculty Association (Kris Abrahamson, Anna Szabados, Josh Adams, Karen Frindell Teuscher, Sean Martin, and Terry Mulcaire; cc Mary Kay Rudolph)

From: The Academic Senate Appointees to the Class Size Task Force (Tony Graziani, Donald Laird, and Eric Thompson)

A Call for Clarifying Conversation:

Having worked on this task force for a year and half, having brought it before the Academic Senate numerous times, as well as other shared governance bodies, having received a number of criticism from representatives of AFA, and mutually contradictory claims about the Contract (Article 32.03.B), we have slowly and painfully arrived at what we feel is an impasse that needs resolution before proceeding.

The challenge of AFA that the process has included the financial constraints of the district which are disallowed by the Contract, as they are not pedagogical parameters, and the counter claims by District members of the Task Force, has provoked us to study the Contract language. In addition to this conflict, we have conducted all our meetings and conversations within the Task Force under the awareness that although workload and working conditions are also distinct from pedagogy, the former being the purview of AFA and negotiated, the latter being the purview of the Academic Senate and not negotiated, nevertheless, it is impossible to discuss class limits realistically with no reference to workload. It is about equally difficult to talk about class size in a contextual vacuum with no reference whatsoever to anything financial. As they stand, the Task Force's documents make abundant reference to workload, but only in one point is financial constraints included.[1]

We have become convinced by studying the Contract and being caught, we feel, in the middle of negotiating parties, of the following. The Contract language is actually ambiguous and ambivalent. In one sentence it appears to direct that class limits be based only on pedagogy, and in the next that the other two prongs of the fork be accommodated—workload and financial constraints. This internal contradiction allows both parties with conflicting interests to adduce the Contract in support. We suspect that the ambivalent Contract language reflects the conflictual realities of the negotiation process, but we were not there for those negotiations.

We are further worried that, since the contract very clearly says that the class limits that are decided upon by means of applying "pedagogical parameters" . . . will be equitable and reasonable with respect to both faculty workload (AFA's jurisdiction and responsibility) and the financial constraints of the district (the

[1] The comparison with other CCC's in the list of evidence is primarily there, and preferred to comparison with CSU's, for example, because of their different funding mechanisms (CSU's get more money from the state per student—a lot more—than CCC's). The presence on the rubric of current class sizes is a starting point from current practice and not intended as a conclusion. These were things discussed in the AFA argument referred to in n. 2 below.

District's), that either or both parties flanking us have veto power, and may nullify whatever we accomplish. We are reticent, therefore, to spend our time and labor under this threat of futility.[2]

In spite of the ostensible devotion to "pedagogy alone" phrasing in the Contract, it seems to us that the Contract, and the process of trying to actualize it, belies three distinct realities, represented by three constituencies: Pedagogy/Senate, Workload/AFA, Budget/District. We believe the only way to move forward is to have a conversation among these three constituents, and collectively decide what the process will be, and what the outcome should look like. We require buy-in from both interested parties about what happens next or we fear we will have entirely wasted our time. A conversation of all interested parties is in order.

Here are some examples of questions, and alternative understandings, and possibilities that we could discuss.

- If financial constraints dictate a different class limit than pedagogy; and if workload dictates a different class limit than pedagogy (both of which are, in at least some cases, certain), do we publish three different class limits, one pedagogical, one financial and another based on equitable workload?
- We have proposed in the Process Document that there be an appeal process in which two people, the VPAA and the AS president arbitrate. Should there be a third, for example the AFA president?
- Should we read the Contract language of Article 32.03.B.2 as a simple English sentence that seems to say the class size limit will be determined by pedagogical principles *as secondarily informed by, in relationship to, financial and workload realities*, and come up with one class limit for each course that meets the conditions of the paragraph as one integrated process as opposed to one separated into two rooms: the committee meeting and the negotiating table.
- Should the Contract be changed?

This sampling is clearly not exhaustive.

Those are our thoughts.

Tony Graziani

Donald Laird

Eric Thompson

[2] AFA Vice President Sean Martin presented an argument to the Senate on October 5, 2016, that the four paragraphs of the relevant article refer to different processes. Only the fourth paragraph addresses the task of the Task Force, whereas the second paragraph refers to negotiations. After reflection, we don't think this reading helps us very much. First of all, it is not obvious to us that that is in fact what the Contract says. In the second place, assuming Sean's reading is correct, the situation defined in the Contract would be thus: in the end whatever pedagogically derived process and results are produced by the committee, they still must be taken back to the negotiating table (without Senate representation), to determine whether the pedagogical findings comport with budget and workload. If they do not so comport "equitably and reasonably", then, apparently, budget and workload still trump pedagogy.