The Class Size Project as it Stands

1. Per the Senate's input, I struck the CCC comparison, and made a couple other small changes

2. The faculty on the Task Force have decided to take a pause, step back, and regroup in light of recent events and discussion, particularly over the Contract (Article 32.03B). Having studied the Contract carefully and done some contextual research, we conclude that the Contract language is ambiguous, and the dispute over interpreting it is due to its internal unreconciled tension. It says BOTH class size is determined by pedagogy alone AND that class limits so determined must by "equitable and reasonable" with respect to workload and financial constraints. (See appendix.) This is further complicated by the composition of the committee—50% District, 50% Senate—which fundamentally undermines the ostensible commitment to pedagogical parameters (alone, or even primarily). My exegetical paraphrase of the article goes like this:

> "(Having negotiated to an impasse, the District and AFA, in the Contract, say to the Senate): 'Here, you guys do this (because we can't agree) based on pedagogy. By the way, your pedagogy (whatever that means) has to agree ("equitably and reasonably") with district-union negotiations and with the district's budget (if they don't, either of us can nullify everything you do at any time). Now here's three administrators under the direct orders of the VPAA, and three faculty. You six go make it on pedagogy (mutually agreeable—whatever that means) alone."'

Now, there has been no open acrimony among members of the committee, and there has been good, pedagogical discussions all around, and I believe we all respect each other's intelligence and integrity. But there is no question that, although 95% of all our discussion is pedagogy infused with a bit of faculty workload, the representatives of the district on the committee are under obligation to represent the district. If the negotiating parties who authored the contract agreed that limit was to be determined pedagogically, this structure makes little sense to me.

We have drafted a letter which has not been sent yet, addressed to District and AFA representatives. The letter expresses:

- Consternation at being caught in the middle of opposing interpretations of the Contract language
- Concern that either of the negotiating parties, The District and AFA, can negate the good faith work of the faculty appointed by the Senate to the committee, and therefore a .
- Quandary as to how or whether to proceed under the threat that our time has been, and will yet be wasted

The purpose of the letter is to call the parties to conversation, in order to find common ground on what the Contract language means, how to interpret its commission of the committee and the limitations of the committee's work; in it we request a coming together of District, AFA, and Senate representatives to find enough buy-in from the parties involved to have some confidence that proceeding will not be in vain.

Since we drafted this letter, it has been called to my attention that Article 6 of the Contract provides a procedure for solving disputes over interpretations of contract language (see appendix).

So, I would like input from the Senate on the following questions and options:

A. Continue as we have been and let the negotiating parties do what they do when they do it. If that means grievances, so be it. If it means the CSTF recommends class limits disapproved of by either the District or AFA (this seems likely to us, in BOTH directions) let them negotiate what is "fair and equitable" with respect to faculty work load and the financial constraints of the district in Union-District negotiations. Let the chips fall . . .

B. Send the letter, have the conversation, and try to solve the dispute amicably, and if that is accomplished, move on and finish the task in a way that everybody has input and buy in.

C. Suggest initiating Article 6, that the two negotiating parties follow its procedure for solving a dispute over interpretation and in the meantime either wait for that to be settled or continue while it is going on.

D. Make a full stop, send the negotiators back to the table to rewrite the Contract, start over from scratch.

E. Other_____

Some additional remarks:.

- The Class Size documents as they are now have no mention of any criteria that is financial in nature whatsoever. They do, however, in violation of the Contract if the interpretation referred to above is correct, have many references to workload.
- Those who expressed concerns about, for example, transparency in the process should remember the flesh and blood colleagues on the committee. The process must have a certain amount of trust that the people involved will do their best honest job. If that trust cannot be given, the whole process is pointless. There is nothing opaque about the process as designed. Departments make their case, the committee agrees or argues back, everybody involved in a given course's maximums has full view of the process.
- In retrospect, it seems now ill advised to contemplate multiple class limits for the same class, one for pedagogy, another for financial constraints. If we continue, we should find a way to produce one number.
- It seems to me that the process for resolving a disputed interpretation (see below, Article 6) might be a useful mechanism for moving forward without having to rewrite Article 32.03 or abandoning the process.

Appendix: Article 32.03, Disputed Interpretation, Article 6

32.03 CLASS SIZE

A. Minimum Class Size Limits: The minimum class size limit is twenty (20) students. The District may cancel a section with an enrollment below this limit.

B. Maximum Class Size Limit

1. Each course will have a maximum class size limit. This limit will apply to all sections of this course at all locations (except as allowed in section 32.04). Such limits for all courses will be specified in a record available to faculty.

2. A course's maximum class size limit will be determined by pedagogical principles. This limit will be reasonable and equitable with respect to the resulting instructor workload as well as the financial constraints of the District.

3. A section's maximum class size will be either the maximum class size limit or the number of seats available in the assigned classroom, whichever is lower. The instructor of record for the section may allow additional students to add the section beyond its maximum class size.

4. The Academic Senate and the District will create a process for determining and reviewing maximum class size limits by establishing a Class Size Advisory Committee under the supervision of the Curriculum Review Committee. This committee will have equal numbers of Academic Senate and District appointments. This committee will recommend maximum class size limits for courses to the Curriculum Review Committee using mutually agreeable pedagogical parameters. [emphasis added]

Competing Interpretations

A. That of AFA: 1, 2, and 3 above occur only in official negotiations between AFA and the District. Only #4 refers to the work of the "Class Size Advisory Committee." Therefore, any discussion within the committee of any feature relating to class limits other than pedagogical ones, specifically the other two mentioned, to wit, workload and financial constraints, is prohibited by the contract.

B. That of the District: 1, 2, 3, and 4 are not intended as sequential or separate events. #s 1-3 describe the outcome, #4 describes the process. The statement as a whole recognizes the primary role of pedagogy while recognizing that the other two features, in part, form the larger context and must be addressed in the result.

Article 6: Interpreting the Contract

6.01 REQUESTS FOR INTERPRETATION: Inquiries as to the meaning of Contract language shall be submitted in writing to either an AFA representative or a District representative, or in matters related to evaluations and tenure review, queries shall be directed to the District Tenure Review and Evaluation Committee (DTREC).

6.02 DEADLINE FOR RESPONSE: Upon receipt of written inquiry, the two (2) representatives shall consult promptly (within ten [10] working days of receipt) and render an interpretation.

6.03 RECORD OF INTERPRETATION: The interpretation shall be recorded in an agreed-upon form and, if agreement is reached, signed by both parties.

6.04 INTERPRETATION AS MODIFICATION OF CONTRACT: This agreement of the interpretation will be transmitted back to the inquiring party(ies) and attached to reference copies of the Contract to, in essence, become an ongoing part of the Contract. 6.05 RESOLUTION OF DISAGREEMENT: If the consulting party(ies) cannot reach agreement, then each will record their interpretation of the language in question and maintain these interpretations until either a grievance process resolves the matter or the issue is concluded as part of a formal Contract negotiating opportunity.