ACHRO/EEO

Association of Chief Human Resources Officers/ Equal Employment Officers

"THE COMMUNICATOR"

2009 Fall Edition **Volume III, Issue 1**

Articles of Interest Inside This Issue:

Message from our ACHRO/EEO President Randy Rowe…..

Hello Members of ACHRO/EEO:

I was recently elected as the President of ACHRO/EEO for this year and I wanted to take this opportunity to introduce myself to those that may not know me. I am the Associate Vice Chancellor of Human Resources at State Center Community College District and have been involved with ACHRO/EEO since I joined the Community College System in 2001. I first looked at ACHRO/EEO to help me transition from the K-12 system into the community college system and attended my first training institute in the Fall of 2001. I found the institute to be very informative and the opportunity for networking with fellow administrators has been invaluable over the years.

I would like to take this opportunity to thank Irma Ramos, for her leadership this past year as our President, Sheri Wright as our Past President and her work with the Consultation Council, the Training Committee members and our outstanding consultant, Ron Cataraha and the ACHRO assistant Ruth Cortez for their contributions in putting together the Fall 2009 ACHRO/EEO Institute. This year's event has a rich list of workshops for you to choose from. The ACHRO/EEO Fall Institute will provide valuable information on how to best deal with issues in what is possibly the most critical time for community colleges in California's history. It is important that we understand our Fall Institute is a place where Chief Human Resource Officers and EEO representatives have the opportunity to enhance their skills, learn new methods for dealing with these very difficult situations and share ideas and solutions among colleagues. Information will also be presented regarding Title 5 regulation revisions and Model EEO Plan.

I encourage each of our members to register for the ACHRO/EEO Fall Institute as soon as possible. Please keep in mind that staff diversity money you receive each year from the Chancellor's Office can be used for the Fall Institute.

I look forward to seeing you at the Fall Training Institute at the Doral Desert Princess Resort in Cathedral City October 21 through the 23.

Randy Rowe


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Be alerted that test applications will be done from the ACHRO/EEO website in an effort to create a mass mailing list for ACHRO/EEO Members. This will be an improvement to communicate updates and conference information in the future to members.

ACHROEEO Treasure Chest

Welcome back to another year with ACHRO! As we move into times that are going to require our best strategies for our organizations, the value of ACHRO increases exponentially. Being an ACHRO dues-paying member provides you with a way to make sure our organization is there to help you. Dues forms will be available at the meeting.

This year our conference will provide you with great information, good contacts from other schools and an opportunity to meet our sponsors. Our sponsors are important to us as they continue to be generous and supportive of ACHRO during dismal economic times. Be sure to check out the sponsor ads in this newsletter and to visit their booths during the conference.

In addition, ACHRO has received funds from the Chancellor's Office to assist with training sessions for the Model EEO Plans. The executive committee will be establishing guidelines on the use of these funds, so we will let you know more in the near future.

Connie Carlson

Connie Carlson

ACHRO Treasurer

An Article from our ACHRO/EEO Secretary. . .

Viruses! Viruses! Viruses! ***I wonder?*** We are all being plagued by viruses these days… multiplicities of viruses!

There's the health alert on the Swine Flu virus, advising everyone to get a flu shot to ward that off. But just today, the media warned that the Flu injection for that is limited to one strain only, and it's a live virus.

Computer virus are being propagated, so we have to be alerted to every day computer scams. I recently came face to face with a computer scam by a virus purporting to be one from one of our own, "This is your IT Help Desk," suggesting a sense of urgency for me to reply with my password, user name and other personal information. You've had similar experiences, and how did you respond? With frustration? Fear? Do we treat a computer virus like an invasion from Mars? The anti-viral computer software companies want to believe it's the only way to respond. Hackers love the excitement and wonder of creating a computer virus and Mark Ludwig's book, *Computer Viruses: Artificial Life and Evolution* asks, "shouldn't there be at least a little wonder? These things have properties similar to living organisms. Are they alive in some sense? If so, can they teach us anything about carbon-based life – or can our knowledge of carbon based life teach us anything about computer viruses and what we might do with them? Matters like evolution and the beginning of life obviously come to mind, as well as ideas like consciousness and intelligence. Recently, I brought up the possibility that viruses might be worth studying for scientific reasons among a room full of anti-virus types. A number of people in the audience vigorously shook their heads without a second's thought. What poor, closed-minded souls they are. I say it here: be willing to listen to different ideas at the risk of offense. If you find yourself irritated by what I say, at least consider the possibility that you might be wrong. I promise you, I will do the same."

And ***I wonder***….is the "Golden" State of California suffering from an economic virus? We have all been invaded by this economic virus whereby the Community Colleges have had to reduce their funding significantly. If I had mentalist powers, I would provide a two-year State Community College budget, not a 5 to 6 month budget including no $16.5 billion or more shortfall this year, no 32 % cut of categoricals and no one-time additional funds for backfill through the federal American Recovery and Reinvestment Act, 2009. Wait? Aren't these stimulus dollars and aren't stimulus dollars just projected? ***I wonder***….

I wondered if there were mind viruses. It turns out there's plenty of mind viruses. Just what is a mind virus? According to Richard Brodie in his work *Virus of the Mind*, describes a virus as "a thought, belief or attitude in your mind that can spread to and from other people's minds". A mind virus is not necessarily either good or bad, but all Human Resources professionals have heard negative mind viruses like "it's too difficult," "it's never happened before," "the rules won't let me," "I'm too busy," "I'm too old (or not old enough) ," and "no one will help me" in various employee relation settings. I won't go into all the mind viruses here, but challenges involve making the transitions of thought and providing yourself and others with new attitudes and behaviors.

That's why you need to attend the ACHRO/EEO 2009 Fall Training Institute on October 21- 23 in Cathedral City. There will be many different seminars, that, like a virus, will spread positive thoughts, beliefs or attitudes! Some of these mind viruses stretching seminars include: "Eight Simple Rules for Avoiding a Date with PERB?," "He Said/She Said", "EEO in the 21st Century," "Politics the Real Bargaining Table" "Retired CHROs to Tell All" "Town Hall – Get Questions Answered" and many other workshops. Well wonder no more….let's learn and grow and expand our horizons at the ACHRO/EEO 2009 Fall Training Institute on October 21-23. See you there!

Teddi Lorch


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OUTSOURCING INVESTIGATIONS
By Norm Traub, President, Norm A. Traub & Associates

When personnel are alleged or accused of committing violations of policy or law, Human Resources Directors and College Attorneys are well aware of the importance of thorough, professional and timely investigations. Like most governmental agencies, Community Colleges have been impacted by the down turn in the economy. Human Resources Department's staffs have been significantly decreased without a commensurate reduction in work load. Nevertheless, proper investigations must be conducted.

ADMINISTRATIVE INVESTIGATIONS: In the past, most administrative investigations were performed by the Director or a staff member of Human Resources Departments. Currently, there is little time or expertise to conduct inquires that meet professional standards. As a result, many Human Resources Directors are contracting with attorneys and private investigation agencies to conduct investigations of allegations of employee misconduct, including but not limited to sexual harassment, discrimination, hostile work/learning environment and dishonesty.

KEYS TO SUCCESSFUL OUTSOURCING

1. **HIRING INVESTIGATORS**: When considering outsourcing administrative/ fact finding investigations, it is important to consider that the law requires investigations be conducted by licensed private investigators or licensed attorneys. It is imperative that the following due diligence process be preformed before a non-district employee is retained to conduct investigation an inquiry:

    - Proof of licensed individual or an attorney
    - Relevant experience
    - Reference checks
    - Quality of previous investigations
    - Quality of reports
    - Cost considerations

2. **AGREEMENT FOR SERVICES:** Once an investigator is retained, the Human Resources Director should articulate the scope of the investigation, in order to provide reasonable parameters of the inquiry and control costs. The investigator should secure a Certificate of Additional Insured protecting the agency from liability resulting from allegations of negligence, willful misconduct, and errors or omission by the investigator.

3. **INVESTIGATION REPORT:** A draft of the investigative report should be sent to the agency's attorney for review prior to being finalized for the District. When the investigation is completed, all documents, recordings, transcriptions, photographs, etc should be submitted to the agency.

Working in Retirement: Some STRS Considerations

by Dr. Carl Ehmann and Dr. Jack Bessire, Professional Personnel Leasing, Inc. (PPL)

Professional Personnel Leasing, Inc. (PPL), helps districts by recruiting interim administrators and referring consultants. One of the key elements in the placement/employment of any interim employee is the consideration of possible earnings limitations. HR folks are familiar with the issue, but *this article sheds some light on the situation from PPL's point of view.*

A first consideration in interim employment is whether there are any STRS earnings limitations? We try to help the individual assess this, but it is important that the limits be discussed with STRS directly. STRS treats this information confidentially, so PPL can only advise on the basis of the STRS regulations as we understand them. What are the limits? Interim candidates usually know about any limits, but sometimes they do not. Aside from checking with STRS, districts and potential interim folks are encouraged to check out our web site: www.professionalpersonnelleasing.com by clicking on "STRS Limitations and Exemptions." That provides up-to-date information about earnings limitations and exemptions, but here are some key considerations:

- The post-retirement earnings limitation for the 2009-10 fiscal year is $30,580. This amount changes annually, and it represents the amount that an STRS retiree can earn without any impact on individual STRS earnings. Without any other exemptions, an individual's STRS earnings are reduced by the amount earned over that amount.
- However, there are other exemptions that make it possible to earn more than $30, 580. An employer can apply for an emergency vacancy exemption which allows an STRS retiree to earn up to half of the salary of the full-time position in addition to the $30,580 limitation. (The application must be made to STRS and must be approved before this exemption is allowed.) That amount can be added to the $30,580. Thus, an emergency vacancy exemption allows an STRS retiree to earn up to half of the salary of the full-time position plus the $30,580 limitation.
- Another exemption occurs when an STRS retiree has not worked in a credible position for any **12 consecutive month period** since retirement. That exemption permits the retiree to work with no limitations on earnings. However, the exemption is limited to one year if the employment was the result of a contract with a private firm, e.g. as PPL. That exemption is available for each new employment opportunity so long as there has been no credible service rendered after 12 consecutive months since retirement.

These exemptions have been extended through June 30, 2010 in Assembly Bill 2390.

STRS interim employees are not subject to STRS deductions by their employers.

There has been some confusion about whether a **consultant** paid by a third party is subject to earnings limitations. The key is whether the person performs credible service, which is defined in Section 22119.5 of the Education Code. When PPL refers a consultant, a list of consulting duties is part of the contract and is outside STRS credible service. The consultant acts as an independent contractor and is paid by PPL. This arrangement does not impact STRS earnings limitations. This arrangement would not allow a consultant to act as an interim dean or president or in any other STRS position. None of the exemptions apply to consultants.

We find that determining any earnings limitations prior to interim employment saves quite a bit of time and avoids building false expectations. No one likes a surprise, such as STRS notifying the interim employee that the limitation has been met and that person's retirement distribution adjusted downward! PPL attempts to set the stage, including the discussion of possible earnings limitations, so that the transition to a quality interim administrator will take place in a timely, professional manner.

There are many reasons that a district elects to employ an interim administrator, but it has been our experience that the expertise that a retired administrator brings to a vacant position is most advantageous. There is little time spent on orientation, and business is conducted effectively by an experienced individual. Also, there is usually a budget advantage for the district since the retiree usually does not require fringe benefits. That savings covers the cost of that PPL charges for referring the administrator.

Feel free to contact PPL for further information. Contact information is available on our web site.

Headline: Colleges and Universities Are Eliminating Paper-based Hiring Processes with Online Applicant Tracking Solutions

By: Ty Landry, PeopleAdmin

Higher Education Strives for a Paperless Approach to Recruiting

In today's economic environment, with unemployment rates hovering at 10%, many Human Resources organizations in educational entities are struggling to manage such an increase in applicant flow. With paper-intensive hiring processes that have remained unchanged for years, managing this level of activity has become a very difficult task. Recruiters, finding themselves engulfed in paper and swamped with administrative activities, are seeking automated solutions to handle this problem.

Without automation, organizations describe a painful process that consists of receiving and filing huge stacks of paper applications, creating spreadsheets to track hiring activities, making a large number of phone calls and sending letters for follow-up. Days are filled with interruptions and some of the more strategic activities such as measuring the hiring process and delivering reports and information are neglected.

After implementing a paperless solution, the process can look entirely different. Applicants can learn about the organization and apply to positions through a web interface, eliminating paper applications and the filing associated with a paper process. Job requisitions can be created, reviewed and approved online. Positions can be posted to the organization's website as well as to external job boards automatically. Applicants can be screened electronically and candidate tracking completely automated. Users in the Human Resources department as well as Hiring Managers can collaborate electronically and candidate communication can be automatically generated by the system. Accurate metrics and reporting can be delivered on-demand.

Automated Recruiting Solutions Enable a More Transparent and Effective Process

Typical Results Include:

- Transitioning from a paper-based system to a 100% online application process greatly reduces paper and postage costs, as well as delivers a more environmentally-friendly approach.
- The hiring process is much more efficient, cost-per-hire, qualify-of-hire and time-to-fill are greatly improved.
- Return-on-investment is easily delivered through both hard-cost savings such as paper and postage costs, as well as soft-cost savings experienced from an improved process.
- The compliance process is ensured including EEO/AA, Section 508 and WCAG Guidelines ensuring equal access for individuals using devices for the disabled.
- Reports and metrics are automated and readily available.
- Staff workload is geared towards more valuable and strategic activities.
- With Faculty, Staff, and Management on the system, the organization is more engaged and excited about the hiring process.

Quote

"In paper and postage savings alone we can justify 80% of the annual cost of an automated Applicant Tracking solution. When we take into account process efficiencies and the better use of resources, the investment pays for itself over and over again."

Early Retirement Incentives: A Flexible Tool During Difficult Budget Times.

By Maureen Toal, Vice President, Public Affairs, PARS.

When times are tough, community college districts take a closer look at early retirement incentives. When executed properly, early retirement incentives can save dollars and reduce labor costs for a community college district in a win-win way that benefits the retirees and the district. This article looks closely at Glendale Community College District, a unique example of a district that recently innovatively implemented both Mid-Year and Year-End Incentives – and then draws some conclusions that can be helpful to districts that are considering incentives as a tool in their budgetary arsenal.

GLENDALE COMMUNITY COLLEGE DISTRICT CASE STUDY

In recent years, Glendale Community College District had experienced very low retirement rates, except when a retirement incentive was offered. In fact, the district had no retirements of administrators, management and faculty in 3 of the last 4 academic years. After an analysis, the district designed a plan with the following features:

Eligibility: All Certificated and Classified Employees – age 55 with 5 years of service (260 employees eligible)

Benefit: The district offered a greater benefit depending on the number of employees that accepted the incentive:

- If 15-19 employees enrolled, of which 8 were Academic Faculty Members and 1 was a Manager/Administrator – 50% of Final Base Pay

- If between 20-24 employees enrolled, of which 10 were Academic Faculty Members and 2 were Managers/Administrators – 55% of Final Base Pay

- If between 25-29 employees enrolled, of which 12 were Academic Faculty Members and 3 were Managers/Administrators – 60% of Final Base Pay

- If 30 or more employees enrolled, of which 15 were Academic Faculty Members and 4 were Managers/Administrators – 65% of Final Base Pay

All participants received the 65% of Final Pay benefit since 42 retired, including 18 faculty members, 4 managers/ administrators, 12 classified non-managers and8 classified management.

Retirement Dates: Designed its plan in an unusual but effective way by offering faculty employees different retirement dates, either June ’08 or December ’08. Classified could retire any time during the 6 month window.

Window Requirement: The plan could be withdrawn if numerical targets were not met for June and December retirements during the 6-month enrollment window period.

District Options: Participants could choose multiple ways to receive distributions from 5 years payouts to lifetime payouts with IRA rollovers available for some options.

Net Savings Projected: $855,564 for first year, $467,933 over 5 years, and $1,742,544 over ten years, for all groups cumulatively. Most of the savings came from faculty retirements and some savings in the early years from classified management.

LESSONS LEARNED

For Glendale CCD, the graduated benefit level incentive, flexible retirement dates, and a staggered window worked in combination to effectively increase participation levels. The key is to properly analyze and customize the incentive program to fit your district’s individual needs and characteristics, as Glendale CCD did. The most important first step is an empirical, well-crafted analysis that projects retirements under various scenarios to determine the optimum benefit level to offer and other design features. Those that would have retired anyway in a given year are natural attrition and therefore a cost in a properly constructed analysis. The loss of future natural attrition due to acceleration of retirements is also a cost with an early retirement incentive. If these inherent costs are not considered, projected savings are artificially and inaccurately boosted. Districts should also have an opt-out if participation goals or fiscal targets are not met following the window offering period, as Glendale did. In this way, the district will not implement an ineffectual incentive that does not achieve true budget savings. Finally, there is not one right way to design an incentive. Glendale’s program was unique, but aptly fit with the district’s fiscal needs.

Editors Note: PARS will join Glendale Community College District to elaborate further on this topic at a break-out session at the ACHRO conference in October.

ACHRO/EEO 2009 Fall Institute

October

21-23, 2009

at the

Doral Desert Princess Resort

Cathedral City CA!

DID YOU KNOW...

Faculty & Staff Diversity Funds may be used to pay for the cost of attending the Fall 2009 Institute!

The "Human" Side of Ergonomics…

White Collar Exhaustion, Kathy Espinoza, MBA, MS, CPE, CIE Keenan & Associates

Professionals at all levels are working harder than ever, not calling in sick, and saying "YES!" to any and all employer requests, in hopes of keeping their job. As management explains that there's no money, no additional positions available to help with the workload, no raises this year, no bonus pay, but yet, the work must be done. A job today is 'priceless' and people in this economy are more reluctant to say 'no'…not to overtime, not to extra assignments, not to helping co-workers or to working late…humans are eating, breathing, and sleeping their job... but at what price? What is all this leading to? How far will it go? Experts offer their best guesses as to when this economic crisis will turn around, but from an ergonomics perspective, I hope it happens before the workforce succumbs to 'white collar exhaustion'.

With everyone worrying about job security, physical, mental, and emotional exhaustion prevails, and the resulting impact is on our health. As the economy sends each of us on an emotional roller coaster, more and more 'white collar exhaustion' is being seen.

What Does This Have To Do With Ergonomics?

Ergonomics typically deals with ***human to machine*** interface or how humans utilize and interact with the machinery and technology around them on their jobs. Could it also include "***human to human***" interface? I'm talking about fatigue and exhaustion in the workplace. Do they play a role in how we interface with one another? Do fatigue and exhaustion play a role in our productivity? Do they play a role in our workers' compensation and injury rates? We've all experienced short bouts of exhaustion in some form or another, but today's economy is bringing exhaustion to a new level. It's the combination of stress from issues at home, work and the economy colliding together to form a perfect storm! Every work environment consists of people interacting with people, be it supervisor to employee, co-worker to co-worker, or worker to the public. *Human to human* compassion and interaction can play a large part in ergonomics, just as human-machine interaction does. With people scared for their jobs and worrying about stressors from home (family, illness, divorce, children-gone-awry), they will push themselves harder than ever before, just to keep their job. When humans push themselves to the brink of exhaustion, be it physical, mental or emotional, work productivity suffers, fatigue-induced accidents occur more often, and a rise in work-related accidents can follow. It is important that managers stay aware of the exhaustion level of their employees, yet not ignore the signs of exhaustion in themselves.

Balancing Work Ethic and Exhaustion

In today's economy, the term work ethic is making a return as a workplace value, and it is often interpreted into two words: **hard work.** It's the ability to get up every morning, go to work even when you don't 'feel' like it, giving 100% effort each and every day, having a good attitude and making a positive contribution daily. This hard working ethic was necessary to survive the Great Depression. It was watched and emulated by the children living through the Great Depression, yet misunderstood by the subsequent 'me' generation and almost forgotten by the newest, up-and-coming Y-group.

Exhaustion-
"Nothing Breeds Success like Excess" (circa 1990s)

Today's exhaustion, on the other hand, makes the idea of 'burnout' seem almost too simple. Not long ago, people with 'no life,' 'no family,' and 'able to devote 20 hours a day to their job' were the best job candidates. Over the past few decades, it's been a misperception that in order to be successful, an employee has to work themselves into the ground and make work the focal point of living! Burnout and exhaustion were common side effects seen in most workaholics. Being plugged into the job 24/7 with cell phones, Blackberries, and wireless connections was expected…it was the express elevator to the top floor!!

But what happens to 'successful' workaholics who become exhausted, lose their passion and focus for work, gain 30 pounds and now have heart disease, high blood pressure and are borderline diabetic? Until recently, they might have considered switching jobs, bringing back life's balance, unwind, take some down time, vacation, or a sabbatical. The sad fact is that with today's economy, there's no opportunity to unplug and recharge. White collar workers today are becoming workaholics, not by choice, but rather by necessity.

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In reviewing the research, there is quite a lot written on subordinate employees and the effects of emotional exhaustion and turnover intention. Very little has been written to document what's happening with organizational leaders. Our tech-fluent, 24/7 accessibility, tireless commitment to work is leading to an exhausted workforce, from the top decision makers down. "Fatigue, increased irritability, and feelings of demoralization are characteristic of vital exhaustion," according to Willem Kop, a psychologist at the Uniformed Services University of the Health Sciences in Bethesda, Maryland, and his colleagues at the Cardiovascular Research Institute in Maastricht, the Netherlands. Our economy is pushing us into a world of white collar workaholics, too scared to slow down.

White Collar Exhaustion

Solution: Develop a support system…

Keep your friends close and your mental health professional closer.

What options are available for those who **cannot afford** to slow down, leave the job, or take time off to rest…for fear of losing their job, house, and current standard of living?

Here are a few thoughts on how to stay sane in this economically insane world:

- **Exercise**: It is the single most important tool we have to help reduce the stress and exhaustion seen today. Exercise increases our ability to handle life. It lowers blood pressure, weight, blood sugars, as well as helps with mood, attitude and provides energy. Make it a family priority.
- **Use the current economy as an opportunity to re-evaluate your lifestyle:** By using these times as a wakeup call to re-evaluate the way you want to live your life and what you want to achieve, you may find that surviving means returning to a simpler way of life, and living within your means.
- **Take the opportunity to go back to school:** If you happen to find yourself with extra time on your hands, consider going back to school. As our business world is cyclical, our economy *will* rebound at some point. By increasing your education, you will be in a more marketable position when it does.
- **Find support:** A good way of doing this is by talking to someone you trust and who is experienced in similar situations in similar organizations. Take the time to develop friendships, network and join social events. While jobs are tight, a word-of-mouth recommendation from a friend can be the best lead.
- **Hold tightly to your character:**
    - ***Empathy*** — I am able to see the world through others' eyes and feel what they are feeling.
    - ***Hard-working*** – I understand that struggle builds character; I am willing to put in the time and effort necessary to achieve my goals.
    - ***Humility*** — I recognize my gifts and realize that I have a responsibility to use them; I know I have faults, so I work to improve myself.
    - ***Teamwork* —** I know the value of working together and I value others' ideas and time equally with my own.

We are all human beings, and there are events occurring in our world today that are beyond our control. We are learning that hard work does not cure all ills, and things happen. The goal is to keep your body healthy and strong, realize that what's happening in the workforce is not your fault, continue your personal growth, and always strive to have a support system in place.

About the Author: Kathy Espinoza, MBA, MS, CPE, CIE is a Board Certified Professional Ergonomist. She has worked with Keenan & Associates for over 6 years providing workstation assessments, solutions and employee training. She has over twelve years experience coordinating and teaching a chronic back pain program and wellness program for a major hospital. She has published 31 articles in the field of ergonomics, safety and workplace issues. She has taught 'Ergonomics In the Workplace' at UC, Riverside for the past 10 years. For more information, please visit us at www.keenan.com

WHEN CAN YOU RECORD A PERSONNEL INVESTIGATION INTERVIEW?

Written by: Judith Islas, Of Counsel & Frances Rogers, Associate, Liebert Cassidy Whitmore

Investigating allegations that an employee engaged in misconduct often means interviewing that employee, as well as witnesses. A common concern among Human Resource professionals is whether they should or can record the interview by tape or digital means. When community college districts or other employers choose to record the interview, the employee or the employee's representative sometimes opposes this. One increasingly frequent assertion by employees is that it is unlawful and a violation of Penal Code section 632 for the employer to record the interview unless the employee consents. However, that assertion is not entirely true, and as long as the correct procedures are followed and disclosures are made, investigators can and typically should record interviews during an administrative investigation.

Penal Code section 632 provides that any "person" who intentionally and without the consent of all parties to a confidential communication mechanically records the "confidential communication" is subject to a fine (not exceeding $2,500) and imprisonment (not exceeding one year). A "person" includes legal entities, as well as individuals acting or purporting to act on behalf of any government or federal, state, or local subdivision. A "confidential communication" includes any communication carried on in circumstances that reasonably indicates that any party to the communication desires it to be confined to the parties thereto, but does not include communications made in public gatherings, public proceedings, or in any other circumstance in which the parties to the communication may reasonably expect that the communication may be overheard or recorded. If a person unlawfully records a confidential communication, not only may the person be found criminally liable, but the recording cannot be used in any judicial, administrative, legislative, or other proceeding.

To violate Penal Code section 632, the recorded communication must be "confidential." A communication is not confidential when all parties to the communication know it is being overheard or recorded. The California Supreme Court case of *Kearney v. Salomon Smith Barney, Inc.*, addressed the issue of whether Section 632 can be violated where the fact that a conversation is being recorded is disclosed. The *Kearney* Court held that Section 632 only prohibits <u>secret or undisclosed recordings</u> of conversations. Penal Code section 632 specifically "excludes an individual known by all parties to a confidential communication to be overhearing or recording the communication." As a result, when the recording of a conversation is disclosed prior to the conversation starting, the recording does not violate Section 632. The Court explained this as follows:

> As made clear by the terms of section 632 as a whole, this provision does not absolutely preclude a party to a telephone conversation from recording the conversation, but rather simply prohibits such a party from *secretly or surreptitiously* recording the conversation, that is, from recording the conversation without first informing all parties to the conversation that the conversation is being recorded. If, after being so advised, another party does not wish to participate in the conversation, he or she simply may decline to continue the communication. A business that adequately advises all parties to a telephone call, at the outset of the conversation, of its intent to record the call would not violate the provision.

Based on the *Kearny* case, a community college district's tape-recording of investigatory interviews cannot constitute a violation of Section 632 if the district's chosen investigator discloses that the interview is being taped before it starts. As a result, the tape-recording is not secret or surreptitious. Also, the individual being interviewed cannot claim to have a reasonable expectation the interview is not being recorded, when he or she has expressly been advised that it *is* being tape-recorded.

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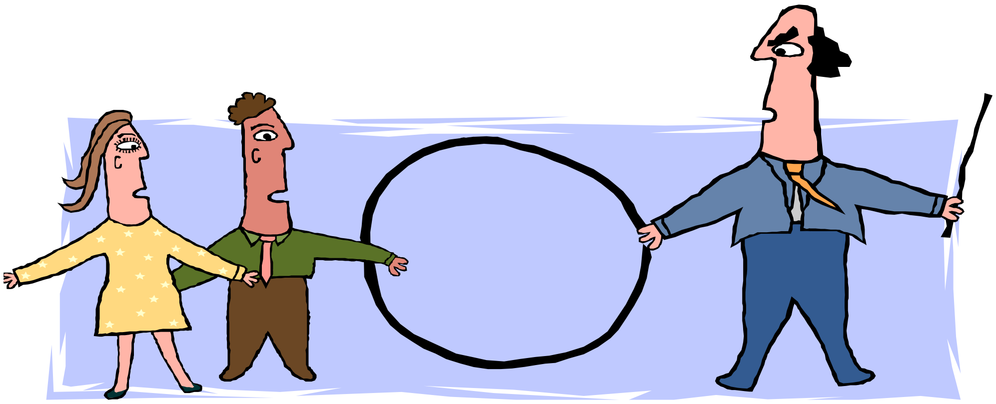

Although the Supreme Court resolved the issue in *Kearney,* subsection (c) of Penal Code 632 also supports the right to tape record the interview in spite of opposition from the witness. Subsection (c) expressly states that "confidential communication" excludes a communication carried on in "any other circumstance in which the parties to the communication may reasonably expect that the communication may be overheard or recorded." California cases analyzing the meaning of "confidential communication" have historically used two different tests. The first test is that for a communication to be "confidential," there must be an expectation the conversation would not be "divulged" to a third party. The other test is that the party need only reasonably expect that no one is recording or eavesdropping. Under either test, an investigatory interview is not a "confidential communication" where the interviewer discloses both the fact that it is being tape recorded and that it will be provided to others before the interview starts.

It is important to note that a community college district has a legitimate business reason for tape-recording interviews. It is important that statements be accurately recorded, so that decisions on whether discrimination or other misconduct occurred, and whether employees or students will be disciplined, can be made based on accurate factual information. Indeed, the California Legislature and courts have confirmed the importance of investigations in a variety of different contexts. Tape-recording interviews to make sure they are accurately memorialized is consistent with the importance of conducting proper investigations.

Where community college districts choose to record investigative interviews, prior to conducting investigatory interviews, the investigator should inform the employee or other witness that (1) the interview is being recorded by tape or digital; and (2) that the recording may be provided to other individuals in connection with the investigation or other related proceedings. This disclosure will protect against claims that the recording is a violation of Penal Code section 632.

Judith Islas is Of Counsel and Frances Rogers is an Associate in the law firm of Liebert Cassidy Whitmore. The firm represents public agency management in labor and employment law.

(2006) 39 Cal. 4th 95.
Id. at 127.
Id. at 117-118.

See, for example, *Evens v. Superior Court* (1999) 77 Cal.App.4th 320, (no reasonable expectation by teacher that classroom communications were private), *Deteresa v. American Broadcasting Companies, Inc.* (9th Cir. 1997) 121 F.3d 460, 463 -464 (no reasonable expectation of privacy in conversation with reporter who said he worked for ABC), and *People v. Pedersen* (1978) 86 Cal.App.3d 987 (no reasonable expectation of privacy in business meeting in which individual was questioned about various checks).

See, for example, *Coulter v. Bank of America* (1994) 28 Cal.App.4th 923 and *Frio v. Superior Court* (1988) 203 Cal.App.3d 1480.

See, for example, Gov. Code § 12940 (k), requiring employers to take all steps to prevent discrimination and harassment from occurring, which requires allegations of such conduct be promptly and thoroughly investigated; Title 5, §§ 59300 et seq., requiring community college districts to investigate allegations of discrimination and harassment; 34 C.F.R. §106.8(b), requiring educational agencies to investigate claims of sex discrimination.


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A Message from our ACHRO/ EEO Vice-President . . .

Thank you for your support, and I am honored to serve you as Vice President of ACHRO/EEO and Chair of the Fall 2010 Training Committee.

For those I have not yet had the privilege in meeting, let me briefly introduce myself. Most recently, I made a significant and positive change in my career by accepting the position of Director of Human Resource Services for the Chabot-Las Positas Community College District - my new home in the Tri-Valley. This change occurred after 13 years of my life (literally) with the Peralta Community College District – my last five years there as its Director of Human Resources. Additionally, I have served as the Chair of the Bay 10 Districts since 2007.

It has been a busy year for us all, given State budgetary reductions and its direct effect on us as Human Resource professionals- both physically and emotionally. As always, ACHRO/EEO is here, at the forefront, supporting our membership during these challenging times. Additionally, I very much appreciate the camaraderie among the membership.

I am excited about this year's conference theme "15 Years of ACHRO/EEO, Change and Succession-Past, Present and Future." I believe this captures the spirit of the moment and key concepts that I plan to continue as Vice President, particularly succession planning.

I look forward to continuing the efforts to address current and ongoing needs of our membership. As Chair of the Fall 2010 Training Committee, I invite you to participate. This meeting will be held on Friday, October 23, 2009, 1:00 p.m. to 2:30 p.m. Lunch will be provided. If you are interested in contributing to the training committee, please contact me at 510.917.4646 or wfong@clpccd.org

I look forward to seeing you at the Fall Training Institute in October.

Wyman Fong

Past President, Irma Ramos . . . .

It has been my pleasure to have served as your ACHRO/EEO President for 2008-09. I have turned the reins over to your 2009-10 President Randy Rowe and will now serve as Past-President as well as your representative to the Chancellor's Office Consultation Council.

As policy/regulatory issues arise in our meetings, I will keep you informed and ask you to respond to me so I can fully represent your concerns at these meetings—especially if they affect what we do on a daily basis. In addition to sending you monthly updates, I will work with Renee Gallegos, our web maintainer, to add a link on our ACHRO/EEO web page to allow you to easily follow the Consultation Council discussions and items under consideration.

This year, and I am sure in future years, we will face many more difficulties in performing our job. More than ever we need to have a venue where we can gather to discuss our concerns and challenges and to learn from each other's experience. Attending our annual ACHRO/EEO Institute is a great way of doing this. I would encourage each of you to continue to support our organization by attending and participating in not only this year's Institute but future ones as well.

I look forward to seeing all of you in Cathedral City in October!

Irma Ramos

Irma Ramos
ACHRO Past-President
Vice President of Human Resources
Mt. San Jacinto College, iramos@msjc.edu

Allan Hancock College is seeking applicants for their Director of Human Resources/EEO

This is a full-time, 12-month classified management position reporting directly to the superintendent/president. The director independently performs professional work involving judgment in the interpretation and application of policy and procedures. The incumbent has a high frequency of responsible contact with administrative and professional staff, students, and other public/private agencies requiring tact and excellent oral and written communication skills. The assignment may be at any district site.

Under general direction, the director is responsible for human resources planning and policy development, employment, orientation and training, collective bargaining and employee relations, compensation, safety and employer services; assists and advises administrative staff on human resources issues; acts as district equal employment opportunity (EEO) officer; and performs related duties as assigned. For more information the link is provided below;

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THE SUNNYVALE CASE AND ITS POTENTIAL IMPACT ON MANAGEMENT RIGHTS

The recent California Court of Appeals decision in Sunnyvale Unified School Dist. v. Jacobs (2009) 171 Cal. App. 4th 168 may have a significant impact on what matters are considered mandatory subjects of bargaining, as well as what matters may fall outside of the jurisdiction of PERB.

The Educational Employee Rights Act ("EERA") (Govt. Code § 3540 et seq.) specifically provides that its provisions do not supersede provisions of the Education Code. Previously in San Mateo City School Dist. v. Public Employment Relations Bd. (1983) 33 Cal.3d 850, the California Supreme Court interpreted this to mean that the Education Code prohibits collective bargaining where "provisions of the Education Code would be 'replaced, set aside or annulled by the language of the proposed contract clause.'" Later, in Board of Education v. Round Valley Teachers Assn. (1996) 13 Cal.4th 269, the Supreme Court held that where the Legislature sets forth statutes governing the operations of schools and colleges in the Education Code, such as the notice dates for layoffs or non-renewals, those matters are not subject to negotiation and any provision in collective bargaining agreements contrary to the statutes are unenforceable.

The Public Employment Relations Board ("PERB") interpreted San Mateo and Round Valley as applying only where the Legislature clearly intended to govern specific procedures or rules (such as setting March 15 as the deadline for issuing layoff/non-renewal notices). PERB further determined that where discretion was left to the district, a district could exercise that discretion by entering into agreements with the unions in collective bargaining agreements. (See Mt. Diablo Unified School District (1983) PERB Decision No. 373 and Calexico Unified School District (1982) PERB Decision No. 265. For example, in Fremont Unified School District (1997) PERB Decision No. 1240, PERB held that "...mandatory statutory language will remove a subject from EERA's bargaining obligation, while permissive or discretionary language will have the opposite result, provided the subject is otherwise negotiable."

However, in February of 2009, an appellate court decision came out that may change PERB's interpretation. In Sunnyvale, supra, 171 Cal.App.4th 168, an appellate court held that the scope of Round Valley was not limited to situations where the Education Code specifically set forth rules and procedures regarding matters, Rather, Round Valley also applied where the Education Code expressly gave the district discretion over decisions.

The impact of the Sunnyvale decision could be a significant benefit to districts in regaining control of managerial rights. Frequently over the years provisions are negotiated into CBA's over the years that dilute or interfere with express discretion given to the District under the Education Code. Under the ruling in Sunnyvale, those provisions may not only be impermissible subjects of bargaining, but any existing contract provisions may be void and unenforceable. Common examples of these potential "illegal" subjects of bargaining are provisions relaxing rules regarding political activities on campus or the use of school resources for political activities, restrictions on a district's discretion to non-reelect probationary employees or dismiss substitute and temporary employees, limitations on a district's entitlement to full reimbursement for union officer's leave to conduct union business, and the calculation of differential pay in conjunction with vacation and sick leave.

Should you have any questions as to whether any particular subject is a mandatory, permissive, or prohibited subject of bargaining, or whether any existing collective bargaining provision is valid and enforceable, please contact our office.

We hope to see you at the 2009 ACHRO/EEO

Fall Training Institute!

" 15 Years of ACHRO/EEO, Change and Succession, Past, Present and Future. "

October 21-23, 2009 at the Doral Desert Princess Resort.

Contact Ruth Cortez

klavier88@verizon.net

CONFIDENTIALITY PROVISIONS MAY BE USED TO PRECLUDE DISCLOSURE OF THE CIRCUMSTANCES RESULTING IN A SEPARATION AGREEMENT

By Warren S. Kinsler, Partner - Atkinson, Andelson, Loya, Ruud & Romo

Community college districts often include confidentiality provisions in resignation agreements pursuant to which the parties agree not to disclose the facts and circumstances giving rise to the separation from employment. These agreements are typically utilized to limit the amount of information disseminated to the public or other employees. A California Court of Appeal recently ruled such provisions are enforceable, notwithstanding the public policy of open government and free speech concerns. (*Sanchez v. County of San Bernardino* (2009) 176 Cal.App.4th 516.) While in this case the dismissed employee sued a county to enforce the confidentiality provisions contained in her separation agreement, the principles of law discussed by the Court are equally applicable to community college districts seeking to do the same.

Background

Plaintiff Elizabeth Sanchez was a high-ranking and promising employee of the County of San Bernardino. Among her various duties, she served as the County's chief negotiator for a labor contract with the Association representing sheriff's deputies. After negotiations concluded, she and the president of the Association, James Erwin, began having "a physical romantic relationship."

The County's "conflict of interest" rules precluded officials and employees from having "a financial or other personal interest or association which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties." Sanchez maintained her relationship with Erwin did not create an actual conflict of interest because she was never involved in any further negotiations with the Association or Erwin. Nevertheless, she was asked to resign.

Sanchez and the County entered into a "Compromise, Release and Settlement Agreement" which provided that neither party would disclose "the facts, events and issues which gave rise to this Agreement . . . except as required by applicable law." Almost immediately, and despite the confidentiality provision, newspaper articles quoted Sanchez's immediate supervisor, and a County Supervisor, Dennis Hansberger, to the effect that Sanchez had resigned due to a "conflict of interest" arising out of an "improper' relationship" with Erwin.

Sanchez filed an action against the County and Hansberger based on various causes of action including breach of the resignation agreement's confidentiality provisions. The trial court dismissed the action in its entirety because, among other reasons, the court agreed with the County that the confidentiality provision was unenforceable and the disclosures were consistent with public policy. Sanchez appealed.

Analysis

The Appellate Court agreed with Sanchez and reinstituted the lawsuit. According to the Court, by including the carve-out for disclosures "as required by applicable law," the confidentiality provision permitted members of the public to obtain the agreement through a request for documents under the California Public Records Act ("CPRA"). Accordingly, the public policy of open government was protected. Moreover, because the County's initial disclosures were not "required by applicable law," it could not argue that it was acting pursuant to a duty to disclose. The Court clarified that while the County may have had a duty to disclose the severance agreement itself (at least on request), it had no duty to disclose the circumstances which gave rise to the agreement.

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The County argued that, regardless of what the agreement stated, it had a First Amendment right to make the disclosures. The Court rejected this argument, finding the confidentiality provision functioned as a waiver of this constitutional right.

The County also asserted Sanchez had waived the right to confidentiality by making disclosures of her own. In this regard, there was evidence that when Sanchez learned the County officials had made disclosures to the press and newspaper articles would follow, she attempted "damage control" by notifying her parents, Erwin, her ex-husband, and several friends and co-workers of what was coming.

The Court stated, "Sanchez disclosed the circumstances of her resignation only to a handful of people in her immediate circle," and opined that a jury could reasonably have found this was not inconsistent with Sanchez's contractual right to prevent the County's disclosure of those circumstances. Moreover, Sanchez's disclosure was made only after she learned the County itself had already breached the confidentiality provision, and to protect herself from consequences which could follow. Under these circumstances, the Court determined that a jury could find the County's breach of the confidentiality provision excused Sanchez from her obligations under the agreement.

The Court also noted that the County was not entitled to immunity for communications made in the discharge of official duties pursuant to Civil Code section 47(a). The Court rejected this argument with the following statement: "We have already concluded that the County had no duty to make the disclosures that it did. Moreover, it has been held that the privilege (under Section 47) does not protect voluntary statements that breach an express contract of confidentiality or nondisclosure." The Court did not address the availability of immunity provided under Civil Code section 47(c) relating to communications to interested persons.

The County also argued that even if there was a breach of the settlement agreement, there were no damages. In rebuttal to this argument Sanchez presented statements from third parties that they would not hire her, or would only hire her at a significantly lower salary, because of the publicized controversy. The Court found these statements to be sufficient to allow the case to be presented to a jury.

Conclusion

A well-drafted confidentiality provision, acknowledging that some disclosures may be required by law, can withstand arguments that such provisions are void as against the public policy of open government. But, as important as it is to have good contract language, it is equally important that school and college district officials also avoid disclosures within the scope of the confidentiality provisions unless required by a specific statute.

GINA: New Gene Blues

by Kent L. Mannis, Managing Editor of LawRoom.com

The map of the human genetic code is expected to revolutionize health and disease management. But it is unlikely that employers will be able to use the information.

For more than a decade, federal legislative efforts have been underway to prevent employers from considering genetic data, and to protect America's workforce from discrimination based on their family medical background. For example, in 2000, recently-deceased Senator Edward Kennedy sponsored a bill that prohibited employers from using "predictive genetic information."

Instead of taking advantage of genetic data to identify individuals who might be susceptible to injury or disease, the goal has been to prevent employers from making business decisions based on workers' inherited biological factors. Even without a specific law in place, Burlington Northern and Santa Fe Railroad paid $2.2 million in 2002 to settle a discrimination case with the Equal Employment Opportunity Commission (EEOC), after the company included a test for genetic markers in its medical exams for employees suffering from repetitive stress disorders.

Finally, in 2008, Congress enacted a law prohibiting genetic job bias. Effective November 2009, the Genetic Information Nondiscrimination Act (GINA) adds "genetics" to the list of characteristics protected from employment discrimination, and forbids most job-related genetic testing (analysis of DNA, RNA, or chromosomes). Under GINA, an organization with 15 or more employees is prohibited from:

- Discriminating against workers based on their own or their families' genetic information.
- Adversely segregating or classifying workers, or limiting opportunities, based on genetic information.
- Requesting, requiring, or purchasing genetic information about employees and their families (with certain exceptions).

"Deciphering the sequence of the human genome and other advances in genetics open major new opportunities [but] give rise to the potential misuse of genetic information to discriminate in health insurance and employment," says GINA. "Although genes are facially neutral markers, many genetic conditions and disorders are associated with particular racial and ethnic groups and gender. Because some genetic traits are most prevalent in particular groups, members of a particular group may be stigmatized or discriminated against as a result of that genetic information."

Besides prohibiting bias, GINA also institutes new privacy protections. So, if employers obtain genetic information, it must be kept "in separate medical files and be treated as a confidential medical record."

In addition to forbidding employment discrimination, GINA prohibits insurance companies from using genetic information to set premiums or to determine eligibility for medical coverage. (And, unrelated to its main provisions, GINA also raised the maximum penalty to $100,000 for violations of the Fair Labor Standards Act's child labor provisions that lead to a minor's death or serious injury.)

Genetic testing can identify individuals at risk of developing any of hundreds of potentially life-threatening ailments, including cancer, diabetes, and heart disease. While GINA is designed to encourage scientific and medical progress, employers must now be aware of the new compliance obligations created by the first major federal civil rights legislation of the 21st Century.

How Much Do I Need to Save?

Many Americans realize the importance of saving for retirement, but knowing exactly how much they need to save is another issue altogether. With all the information available about retirement, it is sometimes difficult to decipher what is appropriate for your specific situation.

One rule of thumb is that retirees will need approximately 80% of their pre-retirement salaries to maintain their lifestyles in retirement. However, depending on your own situation and the type of retirement you hope to have, that number may be higher or lower. Fortunately, there are several factors that can help you work toward a retirement savings goal.

Retirement Age

The first factor to consider is the age at which you expect to retire. In reality, many people anticipate that they will retire later than they actually do; unexpected issues, such as health problems or workplace changes (downsizing, etc.), tend to stand in their way. Of course, the earlier you retire, the more money you will need to last throughout retirement. It's important to prepare for unanticipated occurrences that could force you into an early retirement.

Life Expectancy

Although you can't know what the duration of your life will be, there are a few factors that may give you a hint.

You should take into account your family history—how long your relatives have lived and diseases that are common in your family—as well as your own past and present health issues. Also consider that life spans are becoming longer with recent medical developments. More people will be living to age 100, or perhaps even longer. When calculating how much you need to save, you need to factor in the number of years you will spend in retirement.

Future Health-Care Needs

Another factor to consider is the cost of health care. Health-care costs have been rising much faster than general inflation, and fewer employers are offering health benefits to retirees. Long-term care is another consideration. These costs could severely dip into your savings and even result in your filing for bankruptcy if the need for care is prolonged.

Factoring in higher costs for health care during retirement is vital, and you might want to consider purchasing long-term-care insurance to help protect your assets.

Lifestyle

Another important consideration is your desired retirement lifestyle. Do you want to travel? Are you planning to be involved in philanthropic endeavors? Will you have an expensive country club membership? Are there any hobbies you would like to pursue? The answers to these questions can help you decide what additional costs your ideal retirement will require.

Many baby boomers expect that they will work part-time in retirement. However, if this is your intention and you find that working longer becomes impossible, you will still need the appropriate funds to support your retirement lifestyle.

Inflation

If you think you have accounted for every possibility when constructing a savings goal but forget this vital component, your savings could be far from sufficient. Inflation has the potential to lower the value of your savings from year to year, significantly reducing your purchasing power over time. It is important for your savings to keep pace with or exceed inflation.

After considering all these factors it would be advisable to contact a professional to help lay out your financial map. The sooner you start saving and investing to reach your goal, the closer you will be to realizing your retirement dreams

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OVERREACHING LAST CHANCE AGREEMENT STRUCK DOWN, BUT EMPLOYERS RETAIN ABILITY TO ENTER INTO LAWFUL LAST CHANCE AGREEMENTS

By Warren S. Kinsler, Partner - Atkinson, Andelson, Loya, Ruud & Romo

”Last chance agreements” are typically used when a community college district offers an employee a final opportunity to improve performance or conduct prior to implementation of discipline. If mutually agreeable to the employer and employee, the last chance agreement provides an alternative to immediate discipline, and details clear consequences if the employee fails to comply with its terms. Although many attorneys artfully try to avoid explicit waivers of statutory hearing rights due to the restrictive provisions of the Education Code, last chance agreements commonly provide that future acts of misconduct will result in termination without a hearing. A recent California Court of Appeal ruling precludes such automatic termination provisions in agreements with contract (i.e. probationary) and regular (i.e. tenured) faculty. (*Farahani v. San Diego Community College District* (2009) 175 Cal.App.4th 1486.)

Background Facts

Plaintiff Sam Farahani was a tenured community college faculty member. The San Diego Community College District initiated proceedings to suspend him without pay for one year based on charges of inappropriate behavior toward students and employees over several years.

As an alternative to the proposed one-year suspension, the District offered Farahani a last chance agreement that included a reduction in pay and Farahani’s agreement that he refrain from sexual harassment for 18 months. In the event Farahani violated these terms, the agreement provided that he could be terminated at the chancellor’s discretion without any right to a hearing.

A union attorney purportedly told Farahani the agreement was “probably not legal,” but it would be best for him to sign the agreement and “get it over with.” Farahani believed the charges were baseless but signed the agreement. During the term of the agreement, the District received additional allegations from female employees, and Farahani was terminated without formal charges or a hearing. Farahani challenged his termination in court.

The Decision

Statutes applicable to both K-12 school and community college districts provide that “any contract or agreement, express or implied, made by any employee to waive the benefits of this chapter or any part thereof is null and void.” (Education Code sections 87485 and 44924.) Permanent certificated employees in K-12 school districts, and all contract (i.e. probationary) and regular (i.e. tenured) faculty in community college districts, possess statutory rights to a hearing before they are dismissed by the governing board. (This case relates to the midyear termination for cause of probationary and tenured faculty and not to the District’s authority to nonreelect probationary faculty. In addition, the non-waiver sections do not apply to classified employees.)

The Court of Appeal held the provision in the last chance agreement requiring *Farahan*i to waive his statutory right to a hearing challenging the automatic termination of his employment violated the non-waiver provision of the Education Code. The court ordered Farahani reinstated.

In reviewing the legality of the “last chance agreement,” the court noted the Education Code provides due process rights to faculty members subject to discipline “including the right to notice, opportunity to object, a hearing before an arbitrator or administrative law judge, and a decision by the governing board.” The court concluded, “[b]y its terms, [Education Code] section 87485 renders null and void any agreement to waive” these protections.

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Impact of Decision

This decision precludes community college districts from continuing to rely on last chance agreements that waive the statutory protections afforded to contract and regular faculty by the Legislature. However, more artfully crafted last chance agreements remain a valuable tool for districts in dealing with intractable employees. The provision deemed objectionable by the *Farahani* court contravened a specific protective provision of the Education Code. That is, the last chance agreement at issue purported to effect a “waiver” of Farahani’s right to a hearing even though Section 87485 specifically prohibits such a waiver. In contrast, agreements drafted in recognition of the Education Code’s prohibition on waivers of statutory rights, and that focus instead on admissions by the employee to the misconduct, the employee’s acknowledgment that the misconduct—if repeated—warrants dismissal, and acceptance of the last chance agreement as admissible evidence in any future proceedings, remain permissible. Again, this decision does not apply to classified employees, or the non-reelection of probationary faculty.

Carefully worded last-chance agreements remain useful and defensible, but any such agreement with a contract or regular faculty member, should be developed with the involvement of counsel. The *Farahani* case is a reminder that there are limits to how far-reaching such agreements can be in light of the substantial procedural protections possessed by these employees.

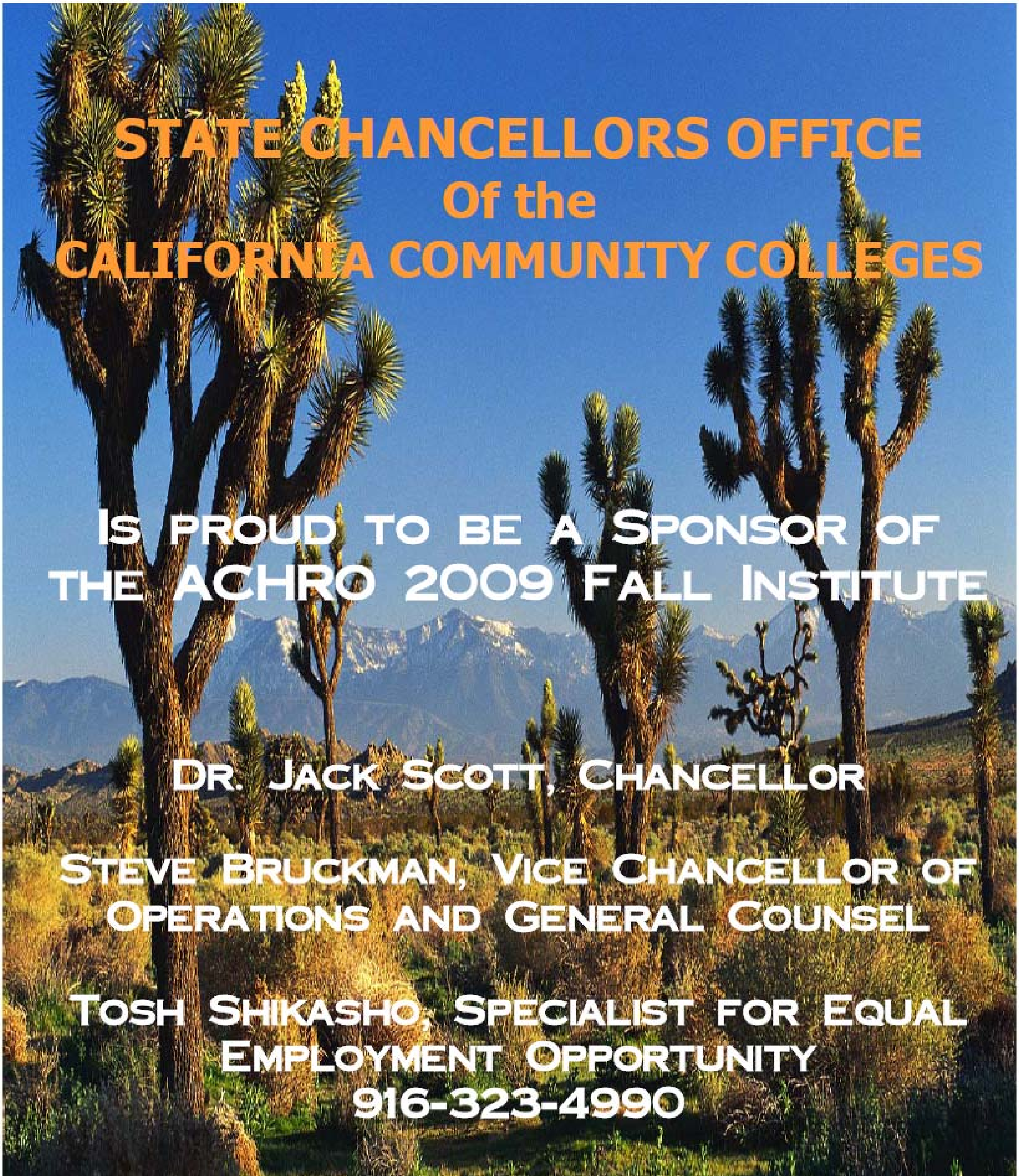
Consultant’s Corner. . . . . . .

‘15 years of ACHRO/EEO—Change and Succession—Past, Present, Future.’ Imagine that…we’ve come a long way! Many of the founding officers & individuals responsible for establishing this organization with the blessing of the then State Chancellor, David Mertes, have retired or have passed away. There are a few who are still around and have been very much involved with the success of the organization. Karen Furukawa, Patricia Demo, Barbara Lee, Fusako Yokotobi, Vicki Nicholson, Leo Middleton & John Didion are a few who are still around. Lynn Solomita, Wayne Murphy, Jack Miyamoto, Joaquin Hernandez, Peter Kosler, Nancy Yagi, Charles Whiteside, Carol Greene, Ed Bush, Jon Tyler, Charlene McMahan, Carrie Ziemak, John Renley and yours truly are a few who are retired. Clint Hilliard has passed away. I know I’ve failed to mention others as my ‘intellectual interludes’ become more and more frequent. ☺ Please forgive me if I failed to mention your name.

I have seen the growth of the organization over the past 15 years and am extremely pleased with it. Our sponsorship program that I was very instrumental in getting started has grown from a mere $12K to $30K+. Our attendance at the Institutes has grown, too. Each year it gets better and better. And you all can pat yourselves on the back and take credit for its success. I hope it will continue in the years to come.

I would like to take this opportunity as I’ve done in the past to thank my hard-working assistants - Ruth Cortez and Reneé Gallegos. I don’t know what I’d do without these two very efficient and wonderful ladies. They always come through with flying colors. Thank you Ruth & Reneé!

Ron Cataraha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