

Class Cancellation Issue(s):

The Fall semester is nearly here, and it is time once again to discuss class cancellation issues that may arise. Our contract gives us specific rights in terms of how classes are assigned and how those assignments can be changed. It should be duly noted that our contract language supersedes the relevant Board Policy (BP 4270 Minimum Class Size).

Excerpt from CCFA (full-time) Contract:

5.6.9 Assignment of Classes

- 5.6.9.1 The following steps will be utilized each semester (Fall/Spring) to determine a faculty member's teaching assignment.
- 5.6.9.2 Unit Members will be assigned classes to fulfill their required load.
- 5.6.9.3 Unit Members will be offered remaining classes for overload.
- 5.6.9.4 Unit Members from other departments meeting minimum qualifications will receive consideration prior to adjunct faculty members.
- 5.6.9.5 Adjunct faculty will be offered remaining classes.
- 5.6.9.6 Classes that become available subsequent to assignment shall be offered first to Unit Members and then to adjunct faculty.
- 5.6.9.7 Changes to an assignment will be made only by mutual agreement of the Unit Member and the dean.

Adjunct faculty members have specific rights provided for in their contract.

Excerpt from CCAFF (part-time) Contract:

6.5 A full-time faculty member may bump the assignment of a Unit Member only if the class or classes are needed to fill out his/her full-time teaching load.

Repeatedly, we have communicated to the District's representatives that we acknowledge there may be pressure, on occasion, to cancel classes based on low enrollment. However, there are restrictions on this based on a number of factors (see BP 4270 Minimum Class Size). Further, the cancellation of a class constitutes a change to the assignment of a member of our unit (see 5.6.9.7 above). That is allowable based on the language in our contract **only** if the remedy to said change is agreeable to the faculty member.

Possible Remedies*:

- 1) The class is cancelled, no alternative class is given to the affected faculty member, and (s)he is happy with the additional free time they were not expecting to have; or
- 2) The class is cancelled, an alternative class is offered and accepted by the faculty member and (s)he is happy to be making the compensation that was expected, or
- 3) Any other remedy agreeable to both the faculty member and the Dean, or
- 4) The class is *not* cancelled because the faculty member and the Dean were not able to reach mutual agreement.

*The options above represent examples of what might be mutually agreeable solutions. This should not be considered a comprehensive or exhaustive list of possible solutions.