

PFT - FAQ on Class Cancellations

Note: This is a companion FAQ to the [FAQ on Class Assignments](#) (linked from [FAQ & Resources](#)).

Q1: Who makes decisions on class cancellations?

A1: The administration makes any and all cancellation decisions. With specific limitations placed by [Article 18](#) of our Collective Bargaining Agreement (CBA) discussed below, the administration makes cancellation decisions as part of their “right of assignment.”

Q2: What is “right of assignment”?

A2: Our administration has the responsibility and right to assign and cancel classes as they see fit so long as the cancellations do not violate our contract, the law, or established District policies and procedures. This right is afforded in California [Government Code Section 3543.2](#).

Q3: If I am in the preferred hiring pool how can the administration eliminate my class by cancelling it or refusing to offer it?

A3: Part-time faculty, by definition in [Education Code Section 87482.3](#), are temporary employees and their assignments are contingent on enrollment, funding, program changes, etc. This Section of law goes on to say “no part-time faculty member shall have reasonable assurance of continued employment at any point...”

On a related note, this lack of reasonable assurance is why part-time faculty qualify for unemployment benefits between semesters (PFT holds [workshops](#) every semester to assist PT faculty in securing these benefits - check in at [pft1603.org](#) for dates, times, and locations).

Q4: What are the limitations to class cancellations?

A4: The single *enforceable* limitation to class cancellation is the class minimum defined in [Article 18, Section D](#) of our CBA: “*The minimum class size shall be set at 20 for vocational/technical classes, and 25 for all others.*” Once a class meets this enrollment minimum, the administration may not cancel the class.

[Article 18, Section D, Paragraph 3](#) outlines formation of a committee composed of PFT & Senate faculty along with administration. This committee is supposed to meet and develop “criteria and processes used to determine when so called ‘low enrolled’ courses will be canceled or continued.” This committee makes their recommendations to the chancellor. The enrollment review dates you (and/or your department chair) received follow those recommendations.

Q5: What does “low enrolled” mean?

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A5: Fundamentally, a “low enrolled” class is one that does not meet the minimum enrollment standards (25 students for regular classes and 20 students for CTE classes).

Q6: Why does the District cancel classes before the first day of class when we know students enroll at that time?

A6: California Education Code Section [87482.8](#) provides one week of pay for all part-time faculty who have their classes cut less than two weeks before the first class meeting. The District has made the decision to cut classes early in order to avoid paying faculty according to law.

Q7: So, how can I maximize the chance of my “low enrolled” class running?

A7: In addition to meeting the minimum enrollment numbers, [Article 18, Section D, Paragraph 2](#) lists some reasons for keeping low-enrolled classes. These include:

- a. Classes needed for transfer;*
- b. Classes needed for completion of a certificate;*
- c. Classes where there are a limited number of work stations;*
- d. Classes for students with disabilities;*
- e. Sequential classes;*
- f. Basic skills and remedial classes*

The administration’s right of assignment allows for the cancellation of classes but it also allows them to allow these classes to run. Working with your department chair and/or administration to advocate for your class is the best way to keep “low enrolled” classes.

Q8: My class wasn’t “low enrolled” and/or meets the criteria outlined in Q7, but it was cancelled anyway. What can I do?

A8: Please inform your administrators (dean and VPI), through your department chair, if necessary, that this is in violation of [Article 18, Section D, Paragraph 1](#) of our CBA. Ask them to remedy this violation immediately by citing the contract language. If your class is not reinstated, please let your PFT representatives (campus co-chairs and/or part-time committee co-chairs) know, so that we can enforce our contract.

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