Know Your Contract

What Is Class Size and How Was It Established?
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First a review of relevant terms in Article 9:
• "Load" is defined as "class size, load factor, number of preparations per quarter, number of classes per year, and other such assignments as they pertain to hours of employment."
• "Class size" refers officially to the number of students actually attending a class the first meeting (including students who have made a legitimate, written request to begin attending on the second meeting). Informally, the term is used as the number of students attending/enrolled at any particular time in a quarter/summer session.
• "Minimum class size" is the smallest number of students actually attending (usually 20) that will allow a class to continue for the length of the term; a class enrollment below this number is subject to cancellation.
• "Maximum class size" is the largest number of students the Board may enroll in a class as stipulated by the Official Course Outline. Faculty may exceed this number by choosing to add students after the class begins (or for distance learning classes, during the registration period in accordance with the MOU on Distance Learning (dated March 24, 2008 and contained in the Agreement).
Note that "seat count" is not an official or approved term anywhere in the Agreement and its use as an informal synonym for "maximum class size" leads to confusion. Depending on the context, "seat count" can also refer to the number of seats in a classroom (chair count) or the number of students sitting in classroom seats (more properly, class size).

In 1977, a year after the Faculty Association came into being, the maximum class size and the load factor for the course were “frozen.” These two components represented—and were intended to preserve—agreement at each college on the pedagogically appropriate number of students and the faculty workload (including contact hours, type of contact—lecture, lab, lecture-lab, preparation, and amount of required student assessment) for the course. No more of the wild, wild, west approach to working conditions, with no rules in place and faculty likely to teach a course one quarter with thirty students and the next with fifty (or however many students showed up or the room could seat).

FA’s "Load Bible" is the original green-bar schedule from November 23, 1977 that lists the maximum class size for every then-existing course. Since more than thirty years have passed since that date, faculty today often ask how or why is this old document relevant to today? Two answers to that question: 1) it serves as a protection against load creep and arbitrary changes in maximum class size; and, 2) it provides a touchstone for setting maximum class size for courses developed subsequent to 1977.

Another oft-asked question is can the maximum class size and/or load factor be changed? The answer is "yes," but the process is somewhat opaque. If curriculum changes demand—for example, the development of new technologies or pedagogical techniques, or the needs of new student populations—adjustments in load can be negotiated at the table or through a division process: "no policy, procedure or practice pertaining to load shall prohibit changes in load within a division as long as the changes are required by curriculum adjustments that have been approved by the faculty of the division and the appropriate college curriculum committee" (Article 9.6).

Unfortunately over the past thirty years, some maximum class sizes have been changed but few, if any, records (minutes, curriculum logs) exist: no one knows now who changed the course, when it was changed, why it was changed, or whether faculty agreed to the change. Faculty and managers in some areas have the erroneous idea that maximum class size is arbitrary and open to individual negotiation, a proscribed practice known as "direct dealing". In a few cases, faculty have seen their maximum class size vary from 50-100% without explanation, especially when the course is coded the dreaded "999" in the scheduling office, meaning that students can be enrolled until the administrator opens up another section. Faculty with this experience should bring their complaints directly to the Faculty Association.
In the past several years, faculty have increasingly expressed frustration to FA regarding "unfair" load. And they report that when a particular course's load factor or units or maximum seat count is at odds with that of similar courses, they aren't "allowed" to change it. This is called the Great Mystery of 9.6. While the Agreement provides for a division to change load when appropriate for legitimate curriculum needs, somehow such attempts are always foiled. After being approved by a division, they are blocked at the campus level whenever proposed changes—either increased units/load factor or reduced the maximum class size—threaten to decrease productivity.

It is alleged that some administrators (admittedly they are now retired, so maybe things will change in the future) assigned to provide oversight to the curriculum committee reasoned that, regardless of reason, such changes would not be in the interest of the District because then faculty would be working less for the same pay. Such illogic shows a profound misunderstanding of faculty work and a disregard for the contract. In this new era of optimism in national leadership, let's hope that new District managers see things in a clearer light.

Although course outlines are now housed in cyberspace (C3MS), the 1977 Load Bible is still not obsolete—but it depends on faculty to record and archive any and all curriculum changes regarding load.