“Flex” at Ohlone College
General Guidelines for Faculty Instructional Improvement Days

The Flexible Calendar Program was instituted at Ohlone in 1994-1995 to provide opportunities for faculty to participate in development activities related to “staff, student, and instructional improvement” (title 5, section 55720) that cannot be successfully addressed during the regular academic year. This program was developed in accordance with the Guidelines for the Implementation of the Flexible Calendar Program written by the Faculty Development Committee of the Academic Senate of the California Community Colleges in cooperation with the Chancellor’s Office Program Staff, originally adopted April 3, 1993, and revised April 2007 and with representation from the Ohlone College Faculty Senate. Initial guidelines were negotiated through the United Faculty of Ohlone College and updates to these guidelines have been made by the Professional Development Committee, CEER, and the Faculty Senate. An annual report must be submitted to the State Chancellor’s Office showing how the college is meeting the flex guidelines. The Ohlone Flex plan is in alignment with the Ohlone College Professional Development Committee goals and with the college’s mission, goals, and objectives.

A Flex day is a date which, prior to the adoption of the Flex calendar, would have been a regular instructional day but now represents time set aside for professional development. You are teaching four days less than you would be if we were not on the Flex Calendar. Flex is awarded for “new” teaching/learning projects and not for ongoing parts of a faculty member’s assignment including teaching, committee work, and office hours, during the regular contract period. Faculty are paid for four days (24 hours) of ‘professional development’ in lieu of teaching for four days.

Faculty Flex Requirements – Instructional Improvement Days!

If you are a full-time faculty member or counselor, you are obligated to COMPLETE 24 hours (4 days) of Flex activities. Each Flex day is six hours in length for a total of 24 hours. Each faculty member has a contractual requirement to complete all Flex hours by June 30 of each academic year. Faculty are paid for four days of flex. Flex not completed is considered an absence. For faculty with reassigned time, the number of Flex hours will be prorated on the basis of the full time load taught.

Please check the flex reports on the Professional Development Web Site to keep track of the completion of your Flex requirements.

Any activity which promotes the improvement of instruction at the individual, the division, or the college level qualifies as desirable for Flex purposes. Flex activities which promote the Learning College model and the District’s Strategic Plan are encouraged. (See Title V and United Faculty of Ohlone (UFO) guidelines in addendum.) Flex time is not to be used for doing tasks that are an ongoing part of your regular teaching/counseling responsibilities such as choosing texts, reading in your discipline, and revising the official course outline or syllabus.

Fixed Flex: All full-time faculty are required to attend two fixed Flex days (12 hours total) – the Friday before the beginning of each semester.
Fixed Flex Guidelines

- The Fixed flex days are mandatory.
- Exceptions will be evaluated on a case-by-case basis. Waivers may be granted for ongoing significant projects requiring large blocks of time. To apply for an exception to attendance at a Mandatory Flex day, follow the same procedure as used for an Individual Flex Project.

All full-time faculty are required to attend an additional two flex days (12 hours) which can be met through Floating Flex or Individual Flex. You can only obtain FLEX credit for the hours that occur when you would not be teaching a class, holding office hours, or participating in committee work regardless of method of instruction, i.e., traditional classroom, hybrid, or online instruction. Flex hours are verified by faculty and Deans.

Floating Flex: Floating Flex consists of attending workshops conducted on the Ohlone campus. There are many opportunities to complete Floating Flex, e.g., participating in on-campus workshops scheduled during the Learning College Week prior to the start of Fall and Spring semesters or throughout the year. Attending Department workshops focused on developing new assessment approaches may be considered “Floating Flex”.

Floating Flex Guidelines:

- On-campus workshop attendance is verified through attendance sign-in sheets.
- If you would like to conduct a flex workshop, complete the “Workshop Planning Form” and submit it to the Professional Development Coordinator. If you are a workshop presenter, you will receive 2 hours of flex credit for every hour of your workshop.
- Everyone is encouraged to submit ideas for flex workshops to the Professional Development Coordinator.

Individual Flex: Individual Flex hours can be accrued by attending conferences, taking courses, or developing an Individual Flex project which is approved by your Dean and the Professional Development Committee.

Some ideas for Individual Flex Projects might include:

- Develop new approaches to assessment of student learning outcomes at the course or program levels, or both.
- Develop new approaches to assessment of General Education student learning outcomes. (The emphasis is not on “doing” the assessment, but on “creating” the approach to assessment.)
- Develop and implement new active and collaborative learning methodologies
- Create new or update a website
• Create and teach a new short-term class
• Pursue the topic or go on the field trip that you always wanted but never found the time for related to improving student learning outcomes
• Develop a new special project for your class, e.g. DVD presentation
• Visit other colleges or universities to get ideas for your classes or for better articulation of classes
• Visit companies or agencies where your students are likely to find employment and survey their needs
• Do professional research
• Write for publication
• Participate in appropriate workshops/conferences.
• Assist with student advising. (if instructional faculty )
• Visit and share information with our area high schools.
• Attend a conference, workshop, or course related to teaching assignment

Individual Flex Guidelines for Full-Time Faculty:

• Before undertaking an individual Flex project, you must complete the “Individual Flex Project” form located on the Professional Development web site, obtain your Division Dean’s signature, and have it approved by the Professional Development Committee.
• Upon project completion, submit a report assessing the outcomes to the Professional Development Coordinator.
• You can receive Flex credit for attending a conference if the expenses are paid for through Professional Development funds as long as you complete the appropriate section of the Application for Professional Development Funding.

General Guides for Flex for Full-time Faculty

• Flex time is accrued only within the same school year. It cannot be banked and saved for another year.
• The District is required by provisions of the Education Code to account for the hours of “in lieu of” instruction for which ADA compensation will be claimed. To ensure that the “in lieu of” activities do meet the criteria set down in the regulations and can, therefore, be defended in an audit, it is necessary to approve those activities before they take place.
• FLEX credit can be obtained only for the hours that occur when you would NOT be teaching a class, holding office hours, or participating in your committee work.
• Serving on regular college committees, e.g. Faculty Senate, curriculum, routine department meetings, can not be counted toward flex.
• Full-time faculty can receive flex credit for completing student learning outcome assessments and program reviews during Learning College Weeks ONLY. This work is part of a full-time faculty regular load during the semester.
Awarding of Flex Credit for Full-time Faculty:

- Evaluation of adjunct faculty: 2 hours (1 for observation; 1 for writing the report).
- Double Credit for conducting a flex workshop, including the Newark College Hour.
- Double Credit for helping with Welcome Day.
- Hour for hour flex credit for helping with Welcome Day tables.

Awarding of Flex Credit for Part-time Faculty:

- Part-time faculty may be paid up to 3 hours of flex each semester.
- Flex payment occurs at the end of the semester.
- Flex credit is awarded for
  - Attending approved flex workshops at Ohlone College.
  - Participating in Division, Department, other college committees.
  - Meetings with full-time faculty to discuss student learning outcome assessment and program review.

Adjunct Faculty Additional Professional Development Payments: The District will provide compensation of $32.50 per hour for mandatory trainings/workshops. Attendance to the workshops are not included in the calculations of workload.

Addendum

State Regulations

Title 5, Article 2. Flexible Calendar Operations, Section 55724

Activities in which college personnel will be engaged during designated staff, student and instructional improvement days may include, but need not be limited to, the following:

1. Course instruction and evaluation
2. Staff Development, in-service training and instructional improvement
3. Program and course curriculum or learning resource development and evaluation
4. Student personnel services
5. Learning resource services
6. Related activities, such as student advising, guidance, orientation, matriculation services, and student, faculty and staff diversity
7. Departmental or division meetings, conferences and workshops, and institution research
8. Other duties as assigned by the district
9. The necessary supporting activities for the above
Ohlone College Faculty Contract: Article XIV, Calendar and Flex Time

14.1 Effective fiscal year 1994-95, the librarians and instructor's calendar will consist of 175 days.

14.2 A flex day shall consist of six (6) hours.

14.3 The individual part-time faculty member will be reimbursed at his/her normal hourly rate for flex activities in which he/she participates up to a maximum limit equal to the number of classroom hours lost due to the flex calendar.

14.4 Effective fiscal year 1995-96, the program will consist of two (2) required flex days (one fall and one spring) and two (2) optional flex days, which shall be implemented in the fall.

Appendix M Professional Growth Incentive

The District and the United Faculty of Ohlone support continuing education and training for faculty. Further, the District and the United Faculty of Ohlone agree that faculty who participate in continuing education improve student learning, and add value to the Ohlone College experience. Supporting and recognizing faculty who improve their skills through continuing education are shared goals. Therefore, the District and United Faculty of Ohlone agree, as follows:

Beginning October 18, 2004, full-time faculty, with Vice President Instruction's consent, who successfully complete lower and upper division, graduate level, C.E.U., or other courses, will receive credit for salary column (class) movement. Courses which are eligible for salary column movement must improve the faculty's teaching skills, abilities, and knowledge. In addition, education and training courses, for current course offerings and approved future course offerings, must clearly support the faculty's ability to educate their students. Education and training for anticipated but not approved course offerings may also qualify.

Each upper division and graduate level semester unit (or converted quarter units) will count as one unit on the current faculty salary schedule. When other than advanced collegiate courses are approved and completed, course credit will be granted on an hour-for-hour basis a the same rate as a regular accredited college course (one unit per 18 hours of lecture instruction and one unit per 18 hours of lab instruction). The faculty member and the dean will agree in advance regarding unit hours to be credited toward class movement.

Official sealed transcripts must be received by the Human Resources Department by August 31, for class movement to take effect the beginning of the new academic year. All other provisions of the March 29, 2000 Memorandum of Understanding between the District and the United Faculty of Ohlone remain in full effect and are not changed.
This Memorandum of Understanding ("MOU") is entered into by and between the Ohlone Community College District ("District" or "Employer") and the United Faculty of Ohlone (hereinafter referred to as “UFO” or “Union”). The purpose of this MOU is to amend certain language in Appendices E (Column Movement on Salary Schedule Form) and M (Professional Growth Incentive).

It is agreed that the District will accept, in addition to official transcripts, original completed certificates as proof needed to complete other than advanced collegiate courses units necessary for column movement on the faculty salary schedule.

It is also agreed to amend the number of certificated course hours required to complete one unit. Beginning January 1, 2005, each upper division and graduate level semester unit (or converted quarter units) will count as one unit on the current faculty salary schedule. When other than advanced collegiate courses are approved and completed, course credit will be granted on an hour-for-hour basis at the same rate as a regular accredited college course (one unit per 15 hours of lecture instruction and one unit per 15 hours of lab instruction). The faculty member and the dean, with the Vice President Instruction’s consent, will agree in advance regarding unit hours to be credited toward class movement.

Official seal transcripts or original completed certificate must be received by the Human Resources Department by September 1 for class movement to take effect the beginning of the new academic year.

All other provisions of the October 18, 2004 Memorandum of Understanding between the District and the United Faculty of Ohlone remain in full effect and are not changed.

Signed and entered into this 18th day of October, 2005
APPENDIX S

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
UNITED FACULTY OF Ohlone College AND
OHLONE COMMUNITY COLLEGE DISTRICT

This Memorandum of Understanding (MOU) is entered into by and between the Ohlone Community College District (“District” or “Employer”) and the United Faculty of Ohlone (hereinafter referred to as “UFO” or “UNION”). The purpose of this MOU is to identify the criteria and process for approving Instructional Innovation Projects.

It is agreed that an Instructional Innovation Project is a substantive teaching and learning project for which a faculty member can be awarded credit for a committee assignment.

Criteria for approval:
1. Pursuit of a new strategy for teaching and learning for the faculty member
2. The project relates to one of the seven strategic goals of the College
3. The project aims to increase student success
4. Expenditures of time and effort of an average of at least five (5) hours per week
5. Willingness to inform the faculty community of the work and the results.

The Vice President for Instruction/Student Services, Faculty Senate President, and UFO President will review faculty proposals for Instructional Innovations Projects and make the decision on whether or not it meets the stated requirements. Applications to be made to the Vice President for Instruction/Student Services.

Signed and entered into this 18th day of October, 2005.

APPENDIX T

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
UNITED FACULTY OF Ohlone College AND
OHLONE COMMUNITY COLLEGE DISTRICT

This Memorandum of Understanding (MOU) is entered into by and between the Ohlone Community College District (“District” or “Employer”) and the United Faculty of Ohlone (hereinafter referred to as “UFO” or “UNION”). The purpose of this MOU is to identify the criteria and process for approving Faculty Learning Community (FLC) Committees.

It is agreed that a new type of faculty committee is emerging and is referred to as the Faculty Learning Community (FLC) Committee, two of which are the computing Learning Community and Collaborative Teaching Learning Community. They will be a substantive teaching and learning project for which a faculty member can be awarded credit for a committee assignment.
Criteria for approval:
1. The FLC is focused on new learning for faculty and will be tied directly to improved instructional methods.
2. The FLC meets at least once per month.
3. The project relates to one of the seven strategic goals of the College.
4. Willingness to inform the faculty community of the work and the results.

The Vice President for Instruction/Student Services, Faculty Senate President, and UFO president have reviewed and approved the Faculty Learning Community (FLC) Committee.

Signed and entered into the 18th day of October, 2005.

APPENDIX U

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
UNITED FACULTY OF Ohlone College AND
OHZONE COMMUNITY COLLEGE DISTRICT

This Memorandum of Understanding (MOU) is entered into by and between the Ohlone Community College District (“District” or “Employer”) and the United Faculty of Ohlone (hereinafter referred to as “UFO” or “UNION”). The purpose of this MOU is to amend certain language found in Section 8.5.1.4, Part Time Faculty Flex Participation, in the current UFO Agreement.

In recognition of the need for faculty training, and to encourage increased participation of part-time faculty during these flex activities, it is agreed that the District will remove the word “fixed”, which appears twice, from this section of the current UFO Agreement.

This amended section now reads:

8.5.1.4.1 Part-time Faculty Flex Participation: The District will provide compensation of up to a maximum of three (3) hours at the lab rate for one flex divisional meeting plus any other authorized flex activity per semester to which part-time faculty attend.

Signed and entered into this 18th day of October, 2005.

8.5.1.4 Part-Time Faculty Mandatory Trainings:
The District will provide compensation of $32.50 per hour for mandatory trainings/workshops. Attendance to the workshops are not included in the calculations of workload. For example, ancillary duties and stipends are not included under the “67% Rule” covered by California Education Code 87482.5
MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
UNITED FACULTY OF Ohlone College AND
OHLONE COMMUNITY COLLEGE DISTRICT

(Addendum to MOU of November 14, 2005)

The United Faculty of Ohlone and the Ohlone Community College District on November 14, 2005 agreed to implement a 16-week academic semester. The 16-week academic semester affords the District and the Faculty unique opportunities to engage in Learning College Activities. These activities include but are not limited to:

- Week long Learning College
- Division retreats
- Showcase session of innovated practices
- Departmental planning retreats
- Program Review workshops
- Faculty Learning Community sessions
- Taskforce Planning
- Field Trips

The parties agree to support and encourage full participation in these and similar learning activities.

Dated: January 12, 2006