

MEMORANDUM OF UNDERSTANDING
BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
CHABOT-LAS POSITAS FACULTY ASSOCIATION

December 10, 2024

CONVERSION TO A COMPRESSED ACADEMIC CALENDAR

It is the intent of the parties to convert the academic calendar from the current 17.5 (seventeen and a half) week semester to a 16 (sixteen) week semester. To that end, the District and Faculty Association agree to work collaboratively on applying to the State Chancellor's Office in accordance with Title 5, Section 55702, to change its academic calendar to 16-week primary terms commencing in the 2025-26 academic year.

The application to the State Chancellor's Office will ensure the following conditions are met:

- A complete description of the calendar configuration;
- The District's ability to comply with the 175-day Rule as provided in Title 5, Section 58142; and
- The educational implications, positive and negative, of the proposed change.

Parties understand that conversion to a 16-week academic calendar has implications on multiple articles within the Collective Bargaining Agreement (CBA), parties further understand that the standard adjustment to timelines would be 16/17.5 (weeks). Such mutually agreed upon changes will be incorporated in a future successor agreement.

INTERSESSIONS

It is the intent of the parties to establish a 16-week academic calendar which can include intersessions outside of the primary terms. Intersessions benefit students by allowing for increased student access, flexible enrollment periods, and the ability to expedite graduation. Further, intersessions provide opportunities for faculty to teach more sections and for the District to generate additional full-time equivalent students (FTES).

With these goals in mind, both parties agree that in the implementation of the compressed calendar the following shall apply to intersessions:

- The 2025-26 District Enrollment Management Committee (DEMC) metrics, specifically full-time equivalent faculty (FTEF) allocations, shall not be counted against sections run during an intersession;
- Intersessions shall be scheduled in such a way that overall productivity goals can be achieved and not based upon a set amount of FTEF. Productivity goals shall be established in consideration of student access, available financial resources, Student Centered Funding Formula (SCFF) metrics, and instructional modalities;
- Rolling calendar year is defined as a continuous 12-month period that is determined based on the specific starting point, i.e. August 1 through July 31 or September 10 through September 9.
- Term is defined as the duration of any academic session, i.e. winter intersession, summer, Fall semester, Spring semester. Whereas "semester" includes only Fall and Spring but is also still a "term."
- The implementation of the provisions in this MOU shall begin in Spring 2025.
- Assignments for Regular and Contract unit members will follow the guidelines set forth in 10.D.10-12 and 17.A. Moreover, including any and all terms from Fall, Intersession, Spring and Summer assignments, Regular and Contract unit members shall not in the aggregate exceed one hundred and fifty percent (150%) or six (6) classes (including Special Assignment workload equivalents) whichever is greater not to exceed two hundred and one percent (201%) of a Full-time load. A Regular or Contract unit member may choose

to execute these assignments in any combination across any or all of these terms, as long as they follow the guidelines describing single term limits set forth in 10.D.10-12 and 17.A.

GRADE SUBMISSIONS

It is the intent of the parties to address late submissions of grades by instructors. Understanding that late submission of grades adversely impacts students the District and Faculty Association agree to amend Articles 10 and 18 as follows:

10D.10 Overloads

c. Regular and Contract unit members shall have priority over Emeritus and Part-time unit members for performing Intersession, Summer Session or overload assignments based on their minimum qualifications up to the contractually authorized limit of overload defined in Article 10D.11. below. Rotational seniority may be invoked at a unit member's request, as described in items (d-e) below, or in Articles 10D.4e or 10D.7c. for Counseling Faculty.

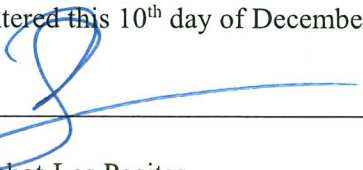
(New Language) Regular and Contract unit members who do not submit grades by the date established by the Academic Calendar Committee for two terms in any period of three rolling calendar years shall not have priority over Part-time unit members for performing Intersession, Summer Session or overload assignments based on their minimum qualifications up to the contractually authorized limit of overload defined in Article 10D.11. The priority of overload assignment will fall below all categories referenced in Article 18B.1e. The loss of overload priority will begin in the second semester following the second failure not to submit grades and be in effect through all terms until two semesters have elapsed. Article 12-2A.1c shall not apply to regular and contract unit members who lose overload priority and no assignments above 30 annual CAH shall be allowed, including for non-instructional faculty, faculty on reassigned time, faculty on special assignment, and faculty on sabbatical or workload bank leave. Furthermore, the full-time load obligation meant for non-instructional faculty, faculty on reassigned time, faculty on special assignment, and faculty on sabbatical or workload bank leave shall not include instructional load. Exceptions to this loss of overload assignments may occur through consultation and/or written permission from the Vice President of Academic Services. The decision of the Vice President of Academic Services shall be final.

18B.1 Part-time Faculty Seniority

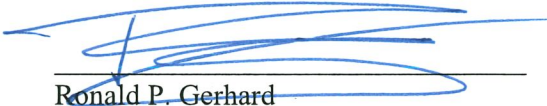
(New Language) Part-time faculty members, including Emeritus faculty members, who submit grades beyond the due date established by the Academic Calendar Committee for two terms in any period of three rolling calendar years shall lose seniority in all disciplines. This loss of seniority will begin in the second semester following the second failure not to submit grades and be in effect through all terms until two semesters have elapsed. Upon completion of the loss of seniority time period, the Part-time faculty member shall be placed back on the seniority list at their previous position.

Sample Loss of Overload/Seniority for Late Grade Submittal			
2nd Infraction Occurrence	Start of Sanction	Off Sanction	# of Terms Lost
Summer Term 25	Spring Semester 26	Winter Intersession 26	3
Fall Semester 25	Fall Semester 26	Summer 27	3
Winter Intersession 25	Fall Semester 26	Summer 27	3
Spring Semester 26	Spring Semester 27	Winter Intersession 27	3

Signed and entered this 10th day of December, 2024



Heike Gecox
President, Chabot-Las Positas
Faculty Association



Ronald P. Gerhard
Chancellor, Chabot-Las Positas
Community College District