

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

September 20, 2016

Article 10G Community Partnerships shall be modified to state:

**10G. Dual Enrollment and Other Community Partnership Agreements**

The District shall negotiate all impact issues of Dual Enrollment and Other Community Partnership Agreements with classes at off-campus sites that propose to alter wages, hours, and working conditions of employment from what has been agreed in Section 10G.1 and across the Contract between the District and the Faculty Association.

**10G.1 Dual Enrollment and Other Community Partnership Agreements With Off-Campus Class Sites (DECPA) For Credit Classes**

There is a limited practice of offering classes at off-campus sites for credit under dual enrollment or other community partnership agreements. Some of these classes have been offered for apportionment at local high schools to the local student population by Chabot-Las Positas Faculty. The local venue for the DECPA classes has often had a different Academic Calendar than that of the Chabot-Las Positas Community College District (CLPCCD). This Section applies to DECPA courses.

In consideration of the potential for CLPCCD Faculty to be teaching DECPA classes as described above, the Parties agree to the following:

1. The CLPCCD Faculty shall be apprised of any different Academic Calendar in advance of taking the assignment. CLPCCD Faculty shall be paid overload according to the [Schedule of Part-time Service Rates](#) (within the Faculty Salary Schedule), if the DECPA assignment requires more than one hundred and seventy-five (175) days of instruction.
2. DECPA assignments shall be completely voluntary. As a general rule, untenured, Contract Faculty will not be asked to teach a DECPA class.
3. CLPCCD Faculty shall have the same number of instructional hours per DECPA course as their on-campus Faculty counterparts. To wit: If an on-campus course meets for fifty-four (54) hours during a semester, then the same course offered under DECPA shall meet for fifty-four (54) hours.

4. [Article 18B.1e](#). shall be followed. Distribution of assignments shall be as follows:

- a. To all Contract, Regular and Temporary Leave Replacement Faculty for Load.
- b. To Contract and Regular Faculty for overload for extra pay and Summer/Inter-session.
- c. To retirees with Emeritus status at District discretion.
- d. To existing or newly hired Part-time Faculty in order to fulfill program needs according to seniority provisions in [Article 18B](#).
- e. To Temporary Leave Replacement Full-time Faculty for overload.

Under Article 18B.1g, the appropriate CLPCCD administrator may include any assignments of Part-time Faculty to DECPA courses in the 20% allocation he/she has for discretionary assignments.

The Part-time Faculty Assignment Preference Form shall be consulted by the appropriate CLPCCD administrator before making off campus site assignments to Part-time Faculty.

5. The Discipline Plan process articulated in Article 26 shall be consulted. DECPA classes shall not replace a regular class on the CLPCCD schedule for either college.

6. When DECPA classes are to be held at a high school location, CLPCCD faculty assigned to the classes shall be trained in the specific regulations and required interventions related to the safety of the minor students at the high school site in advance of the start of the classes.

7. The Faculty assignments shall be determined exclusively by either Chabot College or Las Positas College according to the Contract between the District and the Faculty Association. High school and community partners in DECPA shall not have any rights in this determination.

8. The CLPCCD pay shall be according to the appropriate Salary Schedule in this Agreement, either the Full-time or Part-time Faculty Salary Schedule.

9. Limits on assignments of Part-time Faculty shall follow the Sixty-seven Percent (67%) Law as articulated in [Article 18C.1](#).

10. The class size shall not exceed the Contract limits. [Article 10E.4](#) states that the standard lecture class size is forty-four (44) unless limited to less and the standard lecture class size in Mathematics is thirty-five (35) unless limited to less. If the class is in English, it shall not exceed the Contract standards of [Article 10D.1c. \(1\), \(2\), or \(3\)](#).

11. If the class is offered for Distance Education, then [Article 10F.3](#) shall be followed.



12. The evaluation of CLPCCD Faculty at off campus sites shall follow the appropriate article in this Agreement. High school and community partners in DECPA shall have no rights with respect to the evaluation of Faculty.

13. It is the exclusive option of the CLPCCD Faculty, in collaboration with CLPCCD Management, to determine if they will serve office hours at the off-campus site. Part-time Faculty shall be paid for office hours according to [Article 21G.1](#). Regular, Contract, and Temporary Leave Replacement Faculty shall have off-campus site office hours credited as part of their Load.

14. If the Faculty person assigned to an off-campus site for a DECPA class serves office hours as part of his/her assignment, then the office shall be at the off-campus site and shall be part of the Faculty person's duty day so as not to require an extra trip to the off-campus site for the office hour.

15. There shall be no obligation for the CLPCCD Faculty assigned to a DECPA class to participate in any special projects inherent to the off-campus site.


16. The CLPCCD Faculty assigned to DECPA classes will teach their courses according to the course outline of record and their own syllabus. High school and community partners in DECPA shall not dictate the course content or the methods or modes of instruction or grading.

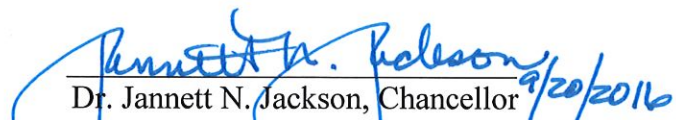
17. Notwithstanding the requirements of [Article 8C.4](#), final grades shall be due not less than seventy-two (72) hours after the DECPA class final exam has been scheduled.

For historical purposes:

See Appendix: [MOU Community Partnership: Partnership Agreement: Valley Care Nursing](#).

See Appendix: [MOU Community Partnership with Livermore Valley Charter Preparatory High School \(LVCPHS\)](#).

  
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