

Livermore Charter School MOU
December 8, 2012

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

December 8, 2012

Las Positas College (LPC) has contracted with the Livermore Valley Charter Preparatory High School (LVCPHS) to provide English, History and Mathematics courses to its High School students for college credit. These classes shall be taught by LPC faculty. Accordingly, their wages, hours of employment and terms and conditions of employment are governed by the collective bargaining agreement negotiated between the Chabot-Las Positas Community College District (District) and the Chabot-Las Positas Faculty Association (Faculty Association), also referred to as the "Contract".

In consideration of the new LVCPHS teaching assignments, the Parties agree that certain Contract provisions may require elaboration, and thus enter into the following Memorandum of Understanding:

1. The LVCPHS calendar is different from the Chabot-Las Positas Academic Calendar. Therefore, faculty must be apprised of the dates and must agree to them in advance. Also, under Article 10D.7, if faculty work more than one hundred and seventy five (175) assigned days, they shall be paid overload according to the Part-time Salary Schedule Service Rates.
2. There shall be no mandatory assignment of LPC faculty to the LVCPHS. Assignment shall be completely voluntary.
3. It is understood that Chabot-Las Positas District faculty teaching at LVCPHS shall have the same number of instructional hours as their counterparts in the same courses at Las Positas College. To wit: If a course meets for 54 hours during the Chabot-Las Positas semester, then the course shall meet for 54 hours at LVCPHS.
4. Article 18B.1e of the Contract 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/Intersession.
 - c. To retirees with Emeritus status at District discretion.
 - d. To existing or newly hired Part-time (Adjunct) faculty in order to fulfill program needs according to seniority provisions in Article 18B of the Faculty Association-District Contract.
 - e. To Temporary Leave Replacement Full time faculty for overload.
5. The faculty shall be determined exclusively by Las Positas College according to the Contract between the District and the Faculty Association. LVCPHS shall not have any rights with respect to determining the faculty who shall be assigned.

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6. Faculty shall be paid according to the appropriate salary schedule in the District-Faculty Association Contract: either for Load, overload, or for a Part-time assignment.
7. If the faculty are assigned to LVCPHS as overload work, they shall be paid on the Part time Faculty Salary Schedule and the overload assignments shall follow the Faculty Association-District Contract Article 10D.10.
8. Limits on assignments of Part-time (Adjunct) faculty shall follow the 67% Law as articulated in Article 18C.1 of the Faculty Association-District Contract.
9. The class size shall not exceed the Contract limits. Article 10E.4 states that the standard lecture class size is 44 unless limited to less and the standard lecture class size in Mathematics is 35 unless limited to less. If the class is in English, it shall not exceed the Contract standards of Articles 10D.1.c (1), (2), or (3) of the District-Faculty Association Contract.
10. If the class is offered for Distance Education, then Article 10F.3 of the Faculty Association-District Contract shall be followed.
11. Faculty shall be evaluated according to Articles 14, 15, and 18 of the Contract. LVCPHS shall have no rights with respect to the evaluation of faculty.
12. It is the exclusive option of the LPC faculty to determine if they will serve office hours at the LVCPHS site.
13. If the faculty person assigned to LVCPHS serves office hours as part of the LVCPHS assignment, then the office site shall be at LVCPHS and shall be part of the faculty person's duty day so as not to require an extra trip to the LVCPHS campus for the office hour. Office hour pay is the responsibility of LVCPHS and shall be consistent with the amount provisions in the Contract.
14. If it is necessary to provide a substitute for an LVCPHS class, the cost shall be assumed by LVCPHS according to the provisions in the Contract. Otherwise, the class may be cancelled at the option of the LPC management.
15. There shall be no obligation for the LPC faculty assigned to the LVCPHS site to participate in any project-based learning that LVCPHS may do or any other special projects inherent to LVCPHS. The LPC faculty are there to teach their courses according to their own syllabus and course outline. LVCPHS shall not dictate the course content or the methods or modes of instruction or grading.
16. Final grades shall be due according to Article 8C.4 of the Faculty Association Contract and not less than seventy two (72) hours after the final exam has been given.
17. This MOU is intended as a one-time only agreement between the parties and is not precedent setting.

Signed and entered into this 12th day of December, 2012.

Charlotte E. Lofft
Charlotte E. Lofft, President
Chabot-Las Positas
Faculty Association

Dr. Judy Walters
Dr. Judy Walters, Interim Chancellor
Chabot-Las Positas
Community College District