

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

February 3, 2013

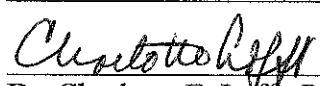
There is a limited practice of offering classes at off campus sites for credit. Some of these classes have been at local high schools and offered to the local student population by Chabot-Las Positas faculty. The local venue for the off campus classes has often had a different Academic Calendar than that of the Chabot-Las Positas Community College District (CLPCCD).

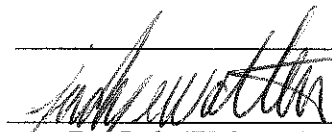
*and see application sheet
CL 3/26/13
jw 3/26/13*

In consideration of the potential for CLPCCD to be teaching off campus, 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 Part-time (Adjunct) Salary Schedule Service Rates if the off campus assignment requires more than one hundred and seventy five (175) days of instruction.
2. Assignments to off campus sites shall be completely voluntary.
3. CLPCCD faculty shall have the same number of instructional hours per course in the off campus sites as their on-campus faculty counterparts. To wit: If an on-campus course meets for fifty four (54) hours during a semester, then same course shall meet for fifty four (54) hours at the off campus site.
4. Article 18B.1e of the District-Faculty Association 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/Inter-session.
 - 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 assignments shall be determined exclusively by either Chabot College or Las Positas College according to the Contract between the District and the Faculty Association. Off campus sites shall not have any rights in this determination.

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 (Adjunct) assignment.
7. 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.
8. 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.
9. If the class is offered for Distance Education, then Article 10F.3 of the Faculty Association-District Contract shall be followed.
10. Faculty shall be evaluated according to Articles 14, 15, and 18 of the Contract between the District and the Faculty Association. Off campus sites shall have no rights with respect to the evaluation of faculty.
11. 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 (Adjunct) 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.
12. If the faculty person assigned to an off campus site serves office hours as part of his/her assignment, then the office site 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.
13. If it is necessary to provide a substitute for an off campus class, the cost shall be arranged between the appropriate college and the off campus site. Otherwise, the class may be cancelled at the option of the appropriate college management.
14. There shall be no obligation for the CLPCCD faculty assigned to the off campus site to participate in any special projects inherent to the off campus site.
15. The CLPCCD faculty are at an off campus site to teach their courses according to their own syllabus and course outline. Off campus sites 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.

 3/26/13
Dr. Charlotte E. Loff, President
Chabot-Las Positas
Faculty Association

 3/26/13
Dr. Judy Walters, Interim Chancellor
Chabot-Las Positas
Community College District