



August 12, 2003

TENTATIVE AGREEMENT
BETWEEN
CHABOT-LAS POSITAS FACULTY ASSOCIATION
AND
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

The Faculty Association and the District agree to the following:

The Valley Care Hospital component of the Chabot College Nursing Program shall be conducted accordingly:

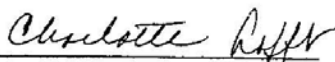
1. Valley Care may identify potential students and encourage them to apply to the Chabot College Nursing Program.
2. The Chabot College Contract, Regular, and Temporary Faculty shall have the sole authority to make the usual application review and admit or deny all applicants admission to the program. Currently, it is understood that a lottery is in place for this procedure and that only one class is admitted every year beginning in the Fall Semester. Additionally, the Chabot College Contract, Regular, and Temporary Faculty shall have the sole authority to place accepted students in clinical sites. It is, however, understood that the accepted students who are employees of Valley Care shall be given first priority for a Valley Care placement.
3. The Chabot College Contract, Regular, and Temporary Faculty may require that applicants finish prerequisite courses at Chabot College or Las Positas College or some equally qualified institution before said applicants are admitted to the Chabot College Nursing Program.
4. The admitted applicants shall attend the Chabot College Nursing Program subject to the program requirements. All their academic work for the Chabot College Nursing Program shall be provided at Chabot College by the Chabot College Contract, Regular, and Temporary Nursing faculty and at the sole discretion of the Chabot College Contract, Regular, and Temporary Nursing Faculty.
5. The admitted applicants may receive their clinical experience at Valley Care Hospital with clinical faculty provided and funded separately by Valley Care Hospital. These Valley Care clinical faculty shall articulate with the Chabot College Contract, Regular, and Temporary Nursing faculty and coordinate the clinical requirements to be consistent with those of the Chabot College Nursing Program.
6. The above-mentioned clinical faculty, funded by Valley Care, shall be paid by Chabot College on the Faculty Salary Schedule unless they are being released from on-going service of their primary Valley Care duties.
7. The above-mentioned clinical faculty, funded by Valley Care, shall be members of the Chabot-Las Positas Faculty Association bargaining unit in the role of Part-Time Adjunct Faculty. Such members shall elect to pay either agency fee or membership dues. Said Adjunct Faculty shall report to the appropriate supervisory personnel at


Chabot College and shall be held accountable to all Chabot College rules and regulations for faculty, including faculty evaluation and attendance at the scheduled Nursing faculty meetings. It is understood that said faculty shall be paid on the Part Time Hourly Schedule Substitute Rate for attendance at the Nursing Faculty meetings unless they are being released from their primary Valley Care duties. The required meetings are at the discretion of the Nursing Director.

8. It is recognized that to the extent new teaching formats, including but not limited to Distance Education are employed for the transmission of lecture and discussion classes to the Valley Care facility, that the class content shall be the sole decision of the Chabot College Contract, Regular, and Temporary Nursing faculty. It is also recognized that individual Nursing faculty shall be entitled to choose the method of class presentation and to decline the use of new teaching formats, including but not limited to, Distance Education methodology if the individual faculty person so wishes. Should the Chabot College Contract, Regular, and Temporary Faculty not elect to use Distance Education, the District shall hire a Part Time (Adjunct) faculty person to teach the Valley Care students the relevant material.
9. Chabot College Contract, Regular, and Temporary Nursing faculty shall be oriented to any new teaching formats, including but not limited to, Distance Education delivery systems which may eventually be installed to facilitate Valley Care needs. This orientation shall be ongoing as needed and paid at the Part Time Hourly Schedule Substitute Rate.
10. If "smart classrooms" are required for certain voluntary new teaching formats, including but not limited to Distance Education presentations, then enough smart classrooms shall be provided.
11. It is recognized that the standards for grading and progression in the program are exactly the same for the students from Valley Care as for all other students in the Chabot College Nursing Program. It is further recognized that said standards are within the exclusive jurisdiction of the Chabot College Contract, Regular, and Temporary Nursing Faculty. The Chabot College Part Time Faculty provided by Valley Care shall follow all the same policies and procedures for notice of student progression and/or non-progression in the Nursing Program as are followed and directed by the Chabot College Contract, Regular, and Temporary Nursing faculty.
12. Chabot College Contract, Regular, and Temporary Nursing faculty shall have the right to require the administration of examinations at Chabot College according to individual faculty discretion. It is recognized that to the extent Chabot College faculty choose to administer exams at Valley Care, then the exams shall be transported to Valley Care by a safe and secure method and shall be kept safe and secure while at Valley Care. They shall be promptly returned to the appropriate Chabot College Nursing Faculty person after their Valley Care administration. It is further recognized that the content and schedule of examinations is within the sole jurisdiction of the Chabot College Contract, Regular, and Temporary Nursing Faculty.

13. The Chabot College Nursing Faculty shall be paid according to the Pay/Load Factors Listed in Article 10E.2 (Large Lecture Classes) of the Agreement between the District and the Faculty Association. It is understood that this compensation shall not be discretionary and shall be automatic for the purpose of this Valley Care project.
14. It is understood that the provisions of Article 10D.10b apply to the Valley Care Project and that all Regular, Contract, or Temporary unit members shall have first priority for an overload assignment of an additional clinical section before a Part Time unit member is hired for said clinical section.
15. All tapes and other intellectual property of Nursing faculty shall be dealt with according to the provisions of Article 30 of the Agreement between the District and the Faculty Association.
16. The Director of the Chabot College Nursing Program shall have release time to perform her/his duties. Release time to be determined by the CLPCCD-Valley Care Joint Planning Committee.
17. There shall be an identified contact person at Valley Care who will be responsible for such tasks as answering e-mails from Chabot College Nursing Faculty, transmitting messages to and from Chabot College, maintaining paper work and securing the exams from Chabot College, etc.
18. It is understood that faculty evaluations will follow the provisions of the Agreement between the District and the Faculty Association and that third parties who sit in on DE classes shall not be authorized to evaluate faculty unless the appropriate contractual provisions are followed.
19. The Lead Contract, Regular, or Temporary Instructors for the Nursing courses shall be paid for orienting the Valley Care clinical faculty to the Chabot College Nursing Program. This pay shall be according to the Part Time Schedule Substitute Rate. A maximum of ten hours shall be funded for each lead instructor to orient Valley Care clinical faculty. The orientation shall be provided in order to facilitate consistent learning and evaluation of students as required by the Board of Registered Nursing.
20. It is understood, in accordance with Article 10E.3 of the Agreement between the District and the Faculty Association, that the maximum class size of future Chabot College Nursing classes shall be negotiated between the District and the Faculty Association.

Signed and entered into this 12th day of August, 2003.


Charlotte Lofft, President
Chabot-Las Positas
Faculty Association
Board Item:
Board Date:


Susan Cota, Chancellor
Chabot-Las Positas
Community College District