

Article 1

MEMORANDUM OF UNDERSTANDING
BETWEEN
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
AND
FOOTHILL-DE ANZA FACULTY ASSOCIATION

This Memorandum of Understanding is entered into by and between the Foothill-De Anza Community College District ("District") and the Foothill-De Anza Faculty Association ("FA").

The "District" and "FA" agree that the assignment of teaching duties to Academic Administrators is subject to the terms of collective bargaining and the conditions stated herein:

Teaching Assignments as Part of Load

1. The Academic Administrators listed on Attachment A may teach up to fifty percent (50%) of an annual full-time teaching load per academic year in their division/program, or in a discipline/program in which they previously taught in the District, as part of their management assignment. Changes in title to the positions on this list do not affect the terms of this Memorandum of Understanding.
2. The Academic Administrators listed on Attachment B may teach one assignment per academic year as part of their management assignment. Changes in title to the positions on this list do not affect the terms of this Memorandum of Understanding.

Teaching Assignments for Extra Compensation

3. An Academic Administrator listed on Attachment A or B may teach one assignment per academic quarter for extra compensation under the following provisions:
 - a) All part-time faculty employees with reemployment preference have been offered the number of assignments for which they were eligible;
 - b) The hours of the assignment are scheduled outside the normal academic workday (7:30 a.m. – 5:30 p.m.) unless extenuating circumstances exist. Such circumstances include lack of available personnel to staff the assignment and/or last-minute scheduling changes or other emergency staffing situations; and,
 - c) The administrator shall be paid an amount equivalent to what his or her placement would otherwise be as a temporary part-time employee under the guidelines of Appendices C or E, as appropriate.
4. During the summer session, Academic Administrators listed on Attachment A may be eligible for one teaching assignment if (a) all faculty eligible under Article 26.1 have received summer session assignments, and (b) no faculty member is available for the assignment. Such an assignment shall not be taught as part of the administrator's annual load.

5. The total number of assignments, District-wide, taught by administrators for extra compensation shall not exceed sixteen (16) during the college year with no more than three (3) assignments on each campus during any one academic quarter or a summer session.

Evaluation of Teaching Assignments

6. Academic Administrators who receive teaching assignments under the provisions of this Memorandum of Understanding shall undergo evaluation procedures equivalent to those set forth in Article 6, sections 6.2 and 6.3, as appropriate to a "temporary" faculty employee. Administrators who teach shall either a) have current Appendix J1 and J2 evaluations on file from prior employment in the District as a faculty member; or, b) complete J1 and J2 evaluations during their first quarter of teaching assignment subsequent to January 1, 2010. If employed subsequently, administrators who teach shall be evaluated once every nine quarters of employment under this Memorandum.

Other Issues

7. Administrators are not members of the FA bargaining unit, and as such, have none of the rights or privileges under Article 5 or Article 7, including reemployment preference, as do members of the bargaining unit.
8. Any teaching assignment provided under the terms of this Memorandum, either as part of load or for extra compensation, shall not be construed as an Article 7 assignment.
9. Article 7 rights/limitations upon return to faculty status:
 - (a) For faculty with reemployment preference who become *Interim* Administrators in the positions identified on Attachment A or B: A maximum of three (3) consecutive quarters of management service shall not be counted as part of the six (6) consecutive quarters that constitute a break in service under Article 7.7. If a break in service has not occurred and the Interim Administrator returns to faculty status, he or she shall retain reemployment preference and be eligible to receive an assignment in accordance with Article 7.6 during the first quarter of return to faculty status provided that any assignment request complies with the division/department scheduling procedures and timelines. A request for Article 7 assignment filed late shall be subject to the availability of remaining (unfilled) assignments.
 - (b) For all other Administrators (including those with prior faculty service) in positions identified on Attachment A or B: All of the provisions of Article 7 shall apply, and no request for assignment under Article 7 shall be made until the employee has returned to faculty status.
10. Article 26 rights/limitations upon return or change to faculty status:

The tier placement for assignment under Article 26 shall be determined by the status of the employee at the time the summer schedule is initially developed. That is, if the employee is in faculty status at that time, placement shall be 26.1.1, 26.1.2, or 26.1.5 as appropriate; if the employee is in management status at that time, placement shall be 26.1.7.

11. The District agrees to forward to the FA, during the fourth week of each quarter, a list of all administrators who have received a teaching assignment for that quarter and specifying whether or not the assignment is part of the management duties. In addition, during the second week of summer session, the District agrees to forward a list of all administrators who have received a teaching assignment for extra compensation during the summer session.

This Memorandum of Understanding supersedes the prior MOU on this issue, dated December 4, 2009, and shall remain in force until June 30, 2011 and may be extended by mutual agreement.

August 4, 2010