

Article 13-Transfer of Child Development Center Faculty

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").

In order to facilitate the assignment of faculty affected by the closure of the Foothill College Child Development Center, effective June 29, 2001, the District and FA agree to the following procedures for the transfer of Foothill regular and contract CDC faculty to the De Anza College Child Development Center and for employment of Foothill part-time CDC faculty at the De Anza Child Development Center.

By entering into this agreement, neither party concedes its position regarding the negotiability of other matters related to this transfer/relocation of faculty, including but not limited to, any and all provisions of the Memorandum of Understanding dated August 6, 1996, the work week and working conditions for regular and contract CDC faculty the distinction between "assigned class time" and "related professional responsibilities," the location (on-site or off-site) where the related professional responsibilities may be performed, the wages, workload, and working conditions at the Foothill College Child Development Center to sponsor, utilize, subsidize, or endorse any other child care agency or facility whose services would duplicate those offered by the Foothill College Child Development Center.

Effective Fall quarter, 2001, the parties agree to the following:

1. Foothill regular and contract Child Development Center faculty shall have the option of transferring to the De Anza College Child Development Center in accordance with Article 13 unless a reassignment is made in accordance with Article 12. In addition, should a Foothill CDC faculty employee have been eligible for Professional Development Leave during the 2001-02 academic year, and now with the closure of the foothill College Child Development Center elects to train or retrain to expand his or her potential areas of service for the District, the timelines for Article 17 shall be waived.
2. Foothill part-time CDC faculty with reemployment preference shall be given assignments at the De Anza College Child Development Center, to the extent that assignments are available. The procedure to be followed in making assignments of the combined De Anza and Foothill faculty shall be: 1) regular and contract faculty in accordance with Article 10; then, 2) De Anza part-time faculty with reemployment preference in accordance with Article 7; then, 3) De Anza and Foothill part-time faculty without reemployment preference, shall carry forward any and all current service credit to the De Anza College Child Development and Education division

for the purpose of earning reemployment preference, provided that, for any reason whatsoever, the faculty employee has not had a break in service for six or more consecutive quarters commencing Fall quarter 2001.

3. Faculty preference for assignments and working hours shall be considered, and each faculty employee shall be assigned a schedule of duties in accordance with the provisions of Article 10.
4. Site supervisor assignments shall be worked out through mutual agreement.
5. If Foothill CDC regular and contract faculty are required to acquire new or additional skills for their full participation in the De Anza College Child Development Center faculty duties and programs, the division dean and the faculty employee shall mutually agree on an appropriate pro rata reduction in work hours to accomplish this training.
6. In the event that the District plans to reopen the Foothill Child Development Center or any other Foothill College childcare facility, the Foothill CDC faculty transferred to De Anza and the Faculty Association shall be notified as soon as such plans are approved by the Board. Faculty shall be informed on the planned nature of the services and the qualifications necessary to teach the population of the children to be served, in order that they may elect to pursue, in accordance with Article 17 and Article 35, any additional training that may be required for the new positions. At their request, Foothill CDC faculty transferred to De Anza shall be transferred to the Foothill College Child Development Center, or any other Foothill College childcare facility, based on seniority and relevant qualifications before any other faculty shall be hire or assigned to the new center.

Dated: August 2, 2001