

Articles 7, 9, 22A and 24

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 accordance with the Memorandum of Understanding signed by the parties on August 22, 2008, the District and FA agree that the calculation of Appendix C shall increase from 75 percent of Appendix A to 76 percent of Appendix A, effective Fall quarter, 2009.

In conjunction with this scheduled increase, the parties acknowledge the following:

- (a) The increase shall be affected to a minor extent by the District change from a four- decimal place (.0000) to a three-decimal place (.000) expression of load, whereby load factors with 1, 2, 3, and 4 in the fourth place shall be rounded down and load factors with 5, 6, 7, 8, and 9 shall be rounded up. Therefore, because load factors are used to calculate compensation on Schedule C, some faculty shall experience an increase of slightly less than one percent and some shall experience an increase of slightly more than one percent.
- (b) The change from four to three-decimal places is both necessary and unavoidable due to mechanisms of the Banner educational information system (EIS) that is currently being implemented in the District.

The parties agree that, effective Fall quarter, 2009, load factors shall be expressed in three- decimal places rather than four and that this conversion is not intended to change the interpretation of load requirements or limitations for either full- or part-time faculty. The parties therefore agree that the three decimal place expression of load shall not:

- (a) Full-time faculty are currently required to teach in fulfillment of full annual load.

The parties agree that should the rounding-down of load factors result in a faculty member being apparently under-loaded—i.e., falling below the threshold established in each department for full annual load—the faculty member shall be held harmless. The parties also agree that should the

rounding-up of load factors result in a faculty member being apparently over-loaded—i.e. falling above the threshold established in each department for full annual load—the District shall be held harmless; or.

- (b) Alter the number of assignments or maximum load part-time faculty are currently allowed under Article 7; or,
- (c) Alter the number of assignments currently required for part-time faculty to meet the eligibility thresholds in Article 22A.

The parties further agree to discuss and resolve in Contract Review all situations that arise from the change to a three-decimal place expression of load, whether they be “under-loading,” “over-loading,” or problems related to the load limitations specified in Article 7.1 and 7.6 and the load thresholds specified in Article 22A.

Dated: August 5, 2009