MEMORANDUM OF UNDERSTANDING

Article 1-General Provisions

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:

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;

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 administrator's regularly scheduled work-day 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;

   c) The administrator shall be paid an amount equivalent to what their placement would otherwise be as a temporary part-time employee under the guidelines of Appendices C or E, as appropriate;

   d) With the exception of administrators who have taught in the District in the past three years, administrators who wish to teach for extra compensation must apply and be hired through the hiring process for part-time faculty; and,

   e) In any one quarter of the regular academic year, the total number of assignments within the District taught by administrators for extra compensation shall not exceed three.

4. During the summer session, Academic Administrators listed on Attachment A may be eligible for a 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 may not be taught as part of the administrator's annual load. The total number of summer assignments taught for extra compensation within the District taught by administrators during summer session shall not exceed three.

5. 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, 6.3, and 6.4, and 6.5, as appropriate to a "temporary" faculty employee;
6. Administrators are not members of the FA bargaining unit, and as such, have none of the rights or privileges under Article 7, including reemployment preference, as do members of the bargaining unit;

7. 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.

8. This Memorandum of Understanding shall remain in force until June 30, 2004 and may be extended by mutual agreement.

Dated: February 14, 2002
**ATTACHMENT "A"

**Foothill College**
Dean, Physical Sciences, Math & Engineering  
Dean, Language Arts  
Dean, Fine Arts and Communication  
Dean, Business and Social Sciences  
Dean, Computers, Technology, Information Systems  
Dean, Physical Education and Human Performance  
Dean, Biological and Health Sciences  
Dean, Counseling and Student Services  
Dean, Adaptive Learning and Disabled Services  
Dean, Foothill Global Access  
Dean, Student Affairs and Activities  
Dean, Faculty and Staff

**De Anza College**
Dean, Physical Sciences, Math & Engineering  
Dean, Language Arts  
Dean, Creative Arts  
Dean, Business/Computer Systems  
Dean, Social Sciences and Humanities  
Dean, Physical Education & Athletics  
Dean, Biological, Health, and Environmental Sciences  
Dean, Counseling and Matriculation  
Dean, Special Education and Applied Technology  
Dean, Academic Services  
Dean, Intercultural/International Studies  
Dean, Child Development and Education  
Dean, Community Education and Older Adult Studies  
Dean, Library Services  
Dean, Student Development/EOPS
Foothill College
Vice President, Educational Resources and Instruction
Vice President, Institutional Research and Instruction
Vice President, Student Development and Instruction
Vice President, Technology and Instruction
President

De Anza College
Vice President, Student Services
Vice President, Instruction
President

District
Vice Chancellor, Human Resources and Equal Opportunity
Chancellor