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 parties agree that Distance Learning courses offer faculty and the District new and creative ways in which to deliver approved curriculum through electronically mediated instruction. Therefore the parties agree to the following provisions regarding courses that are delivered through electronic media. The terms of this MOU exclude telecourses and hybrid courses.

1. Distance learning assignments shall be made in accordance with the normal scheduling process as specified in Article 7 for part-time faculty, Article 10 for regular and contract faculty, and Article 26 for summer session faculty. Nevertheless, because distance learning assignments require special expertise only faculty employees who possess the appropriate campus training, preparation and skills shall be assigned a distance learning course. Further, distance learning assignments shall be made through mutual agreement between the faculty employee and the appropriate administrator with the exception of assignment under Article 10.5. When Article 10.5 is invoked for the purpose of assigning distance learning courses, no faculty employee shall be required to teach an online class for a period exceeding six quarters.

2. A distance learning course shall be assigned a load factor and maximum class size on the same basis as a traditional course in accordance with Article 9.3. However, and notwithstanding Article 9.4, in order to facilitate enrollment and/or to offset attrition, a faculty employee teaching online may elect to authorize the District to add students to his or her course during the registration period, i.e., prior to the start of instruction. In such cases, the faculty employee shall consider retention data and use his or her professional judgment in determining the number of students to be added to the established maximum class size. In addition, the faculty employee shall consult with the division dean or appropriate administrator who shall be responsible for reporting the provisional increase to the scheduling office. Any such increase shall not be precedent setting, and the course shall return to the established maximum class size at the conclusion of the assignment.

3. When a faculty employee is required to complete a college-mandated training course prior to engaging in online instruction, the District shall waive the fees, if any, for such training. Academic unit(s) or workshop hours earned through this mandated training shall be creditable toward advancement on the salary schedule and/or the Professional Achievement Award under Article 38.4.2.

4. A faculty employee may apply for a maximum of three (3) quarter units of professional growth activity (PGA) applicable to column change and step advancement or the Professional Achievement Award under Article 38.4.2 when he or she:
   a) Develops an online course and is subsequently scheduled to teach it; or,
   b) Converts an existing online course to a new platform or course management system when required to do so as a consequence of a college decision to change its designated platform.
The college shall determine the requirements for earning the unit credits.

5. The District shall provide technical support for the college-designated course management system(s) only. A faculty employee who chooses to employ an online platform other than the one(s) designated by the college shall be responsible for all support functions including student orientation and training.

6. A faculty employee teaching exclusively online in one or more academic quarters shall fulfill all of his or her assigned duties in accordance with Article 10.7, 10.8, and 10.9.

7. Normally, all contract and regular faculty shall teach part of load on campus. Assignment to full annual load online shall be determined on a case-by-case basis. When a request for full annual load online is made, the division dean or appropriate administrator shall forward the request, and make a recommendation, to the Vice President of Instruction who, in consultation with the Vice Chancellor of Human Resources, shall approve or deny the request. Except when extenuating circumstances exist and are approved by the college President and the Vice Chancellor of Human Resources, no contract or regular faculty shall teach full annual load online in consecutive academic years.

This Memorandum of Understanding shall be effective through June 30, 2009, at which time the parties shall review the terms stipulated herein.

Dated: March 24, 2008