MEMORANDUM OF UNDERSTANDING

Article 7-Part-Time Faculty

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 effective September 16, 1999, the following terms and conditions of employment shall apply for Cooperative Education Faculty (COOP Faculty) in the Foothill-De Anza Community College District:

Compensation: COOP Faculty shall be compensated in accordance with Appendix G, Part-Time Hourly Salary Schedule (For Non-Teaching Assignments).

Assignments: An assignment for a COOP faculty employee shall be composed of one section of COOP Education. Each section shall have 20 students and the COOP faculty employee shall meet with each student for 2 hours. Thus, one section (20 students) shall constitute a total of 40 hours of paid employment for the quarter (or 3.43 hours/week for a 11.67 week quarter), regardless of added/dropped students.

Adding/Dropping Students: Notwithstanding Article 9.4, COOP faculty shall add students (up to the maximum class size of 20) to their sections to replace "no-show" students and/or dropped students until the end of the third week of the quarter. After that date, COOP faculty shall have sole discretion in adding students to their classes.

Partial Assignments: Nevertheless, if there are fewer than 20 students available after all the sections have been assigned, those remaining students shall constitute a section and compensation shall be adjusted in proportion to the actual enrollment.

In addition, a COOP faculty employee may request a partial assignment of no fewer than 5 students. If a partial assignment is granted, compensation shall be adjusted proportionally.

In partial assignments (sections with less than 20 students enrolled on the official roster at the beginning of the quarter), faculty shall be paid for the number of students actually enrolled in the class by the end of the third week of the quarter. If, after that date, the faculty member agrees to add new students (up to a maximum class size of 20), he or she shall receive additional compensation at the usual rate of 2 hours per additionally enrolled student.

Reemployment Preference: Reemployment preference shall be awarded in accordance with Article 7. Each COOP faculty employee with reemployment preference shall be offered one assignment (one section) of returning students and/or program/director recruited students. This pattern shall continue until all sections are assigned. Faculty-recruited students shall be assigned to the faculty employee who recruited them for the quarter of their initial enrollment in the program. After the initial quarter, and to the extent practicable without violating reemployment preference and the 60 percent load limitation, returning students normally shall be assigned to the COOP faculty member who worked with them in prior quarters. Nevertheless, load and program needs may require that returning students be assigned to another faculty employee in the program. In no case shall the maximum number of assignments exceed 60 percent of the scheduled duties for a full-time regular COOP faculty member in accord with the provisions of Article 7.6.

60% Rule: A full-time annual load in COOP Education is 525 students @ 2 hours per student, or a full-time annual load of 1050 hours per year. Therefore the parties agree that 60% of a full-time annual load would be a maximum of 315 students (15.75 sections per year) and
630 hours of employment. The parties also agree that nothing in this MOU shall require the District to offer a COOP faculty employee any assignment in excess of 55% (288 students or 14.4 sections per year for 576 hours of employment) of a full-time annual load.

Load monitoring: A load factor of .038 (per section of 20 students) shall be used to monitor the 60% load limit. The load factor for sections with less than 20 students shall be adjusted proportionally. For COOP faculty, the load factor shall be used only for monitoring load; it shall not constitute a basis for compensation.

Eighteen (18) week classes: COOP classes offered on an 18 week basis shall be governed in the same manner as described above.

Summer Assignments: Teaching assignments for COOP faculty during the summer session shall be made in accord with the provisions of Article 26.1 and 26.3. Faculty shall be compensated in accord with Appendix G. Employment in summer assignments is service beyond the academic year and thus not subject to the 60% rule.

Dated: June 30, 1999