Articles 17 and 36
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").

Whereas the parties are discussing compensation interests for 2004-05 and are considering ways to meet certain budget goals, and

Whereas state funding for community colleges during the 2004-05 year remains in a state of flux, and

Whereas the current budget deficit impacts the funding available for the Professional Development Leave Program and the Professional Conference Fund,

The District and FA hereby agree to alter Article 17 and Article 36 in the ways specified below during the 2004-05 fiscal year only:

•Article 17 – Professional Development Leave
  The terms of Article 17-Professional Development Leave shall be modified in the following way: eligible faculty employees may elect to take one quarter of Professional Development Leave during the 2004-05 academic year or defer their full year’s leave until the 2005-06 academic year. This modification shall be interpreted to mean:

  1) Faculty employees who have applied and been approved for a Professional Development Leave for 2004-05 that specifies distributed quarters (i.e., one quarter of leave in 2004-05, a second quarter in 2005-06, and a third quarter in 2006-07) shall proceed with their initial plan for the leave; and,

  2) Faculty employees who have applied and been approved for a Professional Development Leave for 2004-05 that specifies a full year’s leave in 2004-05 shall have the option either to a) delay their leave to the 2005-06 academic year; or b) convert their leave to one quarter in 2004-05 and the remaining quarters in one or two subsequent years (2005-06 and 2006-07). The Professional Development Leave Committee shall work with these faculty to modify their proposed plans as appropriate, and the faculty shall not be required to submit an entirely new proposal for the modified PDL.

In addition, the parties agree to the following provisions governing the temporary modification of the Professional Development Leave:

  a) The regular terms and provisions of Article 17 shall apply in years subsequent to 2004-05 unless otherwise negotiated by the parties.

  b) Faculty employees who are affected by the modification described in this Memorandum, as described in Section 2 above, shall be held harmless by the modification. This shall mean that any quarters of service provided before the inception of first quarter of the leave shall be included in the 18 quarters of eligibility required for their next Professional Development Leave. In addition, faculty who modify or delay the full year’s leave and who had planned to retire
upon completion of return service in June 2007 (two years after the 2004-05 leave year) shall have one year of return service waived if they wish to retire at the end of the 2006-07 year.

**Article 36 - Professional Conference Fund**
Funding ($75,600 for De Anza and $50,400 for Foothill) for the Professional Conference fund shall be suspended for the 2004-05 academic year only.

The District and FA agree that this Memorandum shall apply to Professional Development Leaves and to the Professional Conference Fund for the 2004-05 academic year only and shall not establish a precedent for future years.

The District and FA further agree that should increased revenue to the District make funding available for these programs, the District shall restore them to the fullest extent possible. To that end, after providing for encumbrances, carryovers, targeted reserves, and funding to close the operating deficit (comparing current revenue to current expenses in the adopted budget for funds 14 and 22), the District agrees to establish a budgeting mechanism that would allocate the 2003-04 year-end balance, if any, in the following way: one-third to the Health Benefits Reserve to offset expected increases in the 05-06 fiscal year, one-third to “Unit Restoration,” and one-third to “Campus/Central Service Restoration.”

A unit’s share of the Unit Restoration fund shall be determined by the proportion of the actual unit contribution to the total contribution of all units. This percentage shall be applied to the Unit Restoration funds to determine the dollar amount to be returned to each unit. Any funds in excess of the total savings produced by all units shall fall to the bottom line.

Should funding emerge through this mechanism, the share of the one-third “Unit Restoration” funds that recur to faculty shall be used first to restore the Professional Conference Fund in part or in its entirety. If additional monies remain in the faculty share, they shall be subject to reallocation to the Professional Development Leave if the affected faculty elect, and are able, to pursue the additional quarters of their planned PDL in the 2004-5 academic year.

In addition, if, after the restoration of the Professional Conference Fund and the Professional Development Leave program described above, funds remain in the “Unit Restoration” for faculty, they shall become subject to the negotiation process.

Dated: April 12, 2004