

Articles 6 and 7

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”).

The District and FA wish to modify the provisions of Article 6 – Evaluation in order to provide the expertise necessary for appropriately evaluating the faculty serving in the Foothill Apprenticeship Program.

The parties acknowledge the following:

- a) The Foothill Apprenticeship Program is operated in conjunction with six trade unions—Electrical, Sheet Metal, Plumbing and Pipefitting, Sound and Communications, Ironworkers, and Elevator Constructors—in a number of off-site locations throughout California (including the counties of Alameda, Contra Costa, Eureka, Fresno, Humboldt, Kern, Marin, Monterey, Napa, Sacramento, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma) and in Reno, Nevada.
- b) The program employs part-time faculty who are both members of their respective union and members of the Faculty Association.
- c) Generally, the apprenticeship trades have a management staff with the following hierarchal structure: Training Director (or designee), Training Coordinator, and Curriculum Coordinator (or designee). Not all of the trades have a Training Director, but when they do, that person typically is physically located at a regional office and has many broad management responsibilities. Each trade has a Training Coordinator in charge of the site school and faculty assignments. When a trade has a Curriculum Coordinator, that person has some management duties with primary responsibility for curriculum. Occasionally, the Training Coordinator and the Curriculum Coordinator also teach.

In order to accommodate the differences in personnel and reporting structure of the Apprenticeship Program, the parties agree to modify Article 6 and the evaluation provisions of Article 7 as follows:

- 1) The Training Coordinator shall perform the official administrative evaluation of a part-time faculty employee, except as noted below. For the purpose of evaluation,

the Training Coordinator shall function in the role normally assigned to the Dean or appropriate administrator/management employee.

- 2) The Training Coordinator may designate the Curriculum Coordinator to perform the official administrative evaluation. When such a designation is made, the Curriculum Coordinator shall function in the role normally assigned to a full-time faculty employee. The part-time faculty member shall be notified, in advance, that the Curriculum Coordinator shall be acting as the Training Coordinator's designee.
- 3) In cases where the Training Coordinator is also employed as a part-time faculty member, the Training Director shall be the appropriate administrator/management employee for the purpose of conducting the official administrative evaluation of the individual.
- 4) The Vice President of Workforce Development and Instruction shall be the appropriate Vice President to sign the Appendix J1 evaluation.
- 5) In the event that a part-time faculty member in the Apprenticeship Program disputes his or her evaluation, the employee shall be advised to contact FA.
- 6) In the event that the provisions of Article 7.9 or 7.10 are invoked, the Vice President of Workforce Development and Instruction shall (a) concurrent with notice to the affected part-time faculty employee under Article 7.9 or 7.10, notify the Faculty Association of the identity of the affected part-time faculty employee and the cause for the contemplated termination of reemployment preference, and, (b) provide copies of relevant evaluations and any related documents.

The parties also agree that, with the exception of these seven modifications, all the other provisions of Article 6 and Article 7 shall apply to evaluation of part-time faculty in the Apprenticeship Program.

The parties further agree that the modifications described in this Memorandum shall become effective subsequent to an initial training session offered jointly by the District and FA for the purpose of familiarizing the Training Directors, Training Coordinators, and Curriculum Coordinators covered by this agreement with the evaluation processes and protocols delineated in Articles 6 and Article 7.

Finally, the parties agree (a) that the modifications specified above shall apply only and exclusively to part-time faculty in the Apprenticeship Program and none other; and, (b) to discuss and resolve in Contract Review all situations that arise from the modifications specified above.

Dated: July 29, 2010