

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 or FHDA”) and the Foothill-De Anza Faculty Association (“FA”).

FA and the District recognize the value of Dual Enrollment (DE) as it pertains to providing instruction to more students in our service area, increasing enrollment, and providing equitable access to courses at FHDA for our diverse community members. The parties wish to memorialize their agreement regarding FHDA DE assignments offered at local high school campuses under AB 288.

The parties recognize that the instructor of record for an AB288 DE course may be compensated by either:

- (1) payment by FHDA (assignment type 0, 2, or 4), or
- (2) payment by the high school as part of high school employment.

This agreement outlines the process for selecting the instructor for a course and in which cases the instructor will be paid by FHDA or the high school.

In all cases in which a high school teacher is assigned a class, the teacher must have participated in the same hiring procedure as is required of any part-time faculty employee. That is, the teacher must apply to the District, meet minimum qualifications for teaching the course, and participate in an interview that includes at least one faculty member from the same discipline. The dean and faculty member(s) from the discipline must agree on the selection in order to hire the high school teacher.

Scheduling and Assigning courses:

The parties recognize that scheduling of DE classes may follow a different timeline from the typical classes scheduled at Foothill.

If a high-school partner requests that the instructor of record be their high-school instructor (who is hired by the District following the departmental interview, and the instructor is being paid by the high school as part of their contracted load for that high school), the dean is not required to follow REP process and can assign the high school instructor to the class. The assignment will be coded as assignment type 5. This is the only exception to the REP process. The department shall be notified of the course offering and enrollment.

If the high school requests the District provide an instructor, the dean shall notify all department faculty (full and part-time) of the availability of the assignment, including location and the class meeting times. If the class meeting times vary due to the high school bell schedule, faculty shall be made aware of this. The dean shall also provide a timeline by which faculty must indicate interest in the assignment. Once interests are submitted, assignments will be distributed in accordance with Article 10 (full-time load), Article 7 (part-time or overload), or Article 26 (summer) of the Agreement, as appropriate. The assignment shall be coded as either assignment type 0, 2, or 4.

## Article 10 and Article 7

### Additional Pay for High School Instructors

When the instructor of record is an employee of the high school, FHDA will compensate faculty for additional work associated with working in two course management systems and two grading systems. These instructors will receive \$750 each semester they teach DE classes.

### Credit toward Reemployment Preference

If a part-time assignment is paid by FHDA (assignment type 2 or 4) then it shall count toward service credit for reemployment preference. If a part-time assignment is paid by the high school (assignment type 5), it shall not count toward service credit for reemployment preference.

### Term Spanning Courses and Reemployment Preference:

Because high school semesters span two FHDA quarters, many of the assignments are term spanning courses.

If a class is scheduled to span Summer - Fall, the assignment is made using Article 26 and counts as a summer assignment for scheduling. The assignment also counts as service credit in Fall for REP.

If a class is scheduled to span Fall-Winter, or Winter-Spring, the assignment is made under Article 10 or 7 in the term that the class begins. Service credit for REP is awarded in the term that the class begins.

### Travel (Mileage) reimbursements:

If the DE assignment is required by the college for full-time annual load, Article 14 applies. Otherwise, traveling to and from DE sites does not qualify for mileage reimbursement.

### Evaluation

All DE faculty who have been hired as FHDA part-time faculty, including those who are paid by the high school district, are subject to the same evaluation schedules and procedures as all other FHDA part-time faculty. (See Article 6 and 7 of the Agreement.). Because AB288 courses are typically scheduled using term-spanning courses to align with semesters, high school teachers must be evaluated (J1 and J2) within the first two high school semesters of instruction.

### Adherence to the course outline of record (COR), required hours, and lab topics

All instructors of record for FHDA classes are required to adhere to the Course Outline of Record (content, hours, lab topics etc.) for that class.

### Notification to the Faculty Association

Twice per academic year, Foothill College and De Anza College shall provide a list of all AB 288 assignments to FA. Summer and Fall assignments shall be reported to FA in October, and Winter and Spring assignments shall be reported in March. This list shall include the name of the instructor of record, the course number, assignment type, location, and duration of each assignment. In addition, FA will be notified of which DE faculty will undergo evaluations that term.

### Duration

This MOU shall sunset June 30, 2025. The parties agree to negotiate an extension or revision to this MOU in Winter or Spring 2025. If the parties fail to reach agreement on an extension or revision by June 30, 2025, all assignments to DE courses must follow the assignment processes described in Article 10 and Article 7 of the Agreement, with no exceptions to the REP process.

Article 10 and Article 7

January 17, 2024

*Patricia J. Hyland*

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Foothill-De Anza Community College District

*Kathy Perino*

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Kathy Perino (Jan 18, 2024 09:49 PST)

Foothill-De Anza Faculty Association










# AB288 Dual Enrollment MOU Final 1.17.2024

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