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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 resolve the matters related to load for Teachers at the Child Development Center at De Anza. This Memorandum of Understanding shall supersede the prior agreements on this matter as contained in the MOUs of August 6, 1996, August 2, 2001, and June 11, 2003.

Load

The District and FA hereby agree that the full-time annual load for Child Development Teachers shall consist of a 40-hour workweek, which shall include 31.5 hours of “contact time” (assigned class time), 2 hours of required staff meeting (normally on Friday afternoons), 4 hours of “professional time,” and 2.5 hours of lunchtime.

“Contact time” is defined as the supervision of children and other related duties including responsibilities with student teachers (such as contact meetings and mid- and end-quarter conferences), student assistants, parent volunteers, and other authorized observers in the classroom. When necessary, contact time may be used for special parent conferences scheduled at the convenience of the parent and for professional responsibilities and contributions (such as conferences and committee participation) that cannot be scheduled outside the contact time. Should this occur, classroom coverage shall be provided.

“Professional time” is defined as those activities that take place outside the contact time and may include, but are not limited to, documentation and other paper work, preparation for class including acquisition of materials, small group and/or individual curriculum planning, parent- teacher conferences, student teacher evaluation, participation on committees and in shared governance, staff meetings that may be scheduled in addition to the regular Friday staff meeting, other related program responsibilities, and professional contributions as described in Article 10.7. Professional time will constitute 10 percent of the workweek.

Hours and Scheduling

For regular full-time teachers who work Monday through Friday, the workweek shall consist of 40 hours and shall normally adhere to the following pattern: 6.5 hours of contact time and 0.5 hour of lunch Monday through Thursday, 5.5 hours of contact time, 0.5 of lunch, and 2 hours of required staff meeting on Friday; the remaining 4 hours of the workweek will be used for professional time. The schedules for Teachers with a workweek shorter than five days shall maintain the same proportions as described above,

although the 40-hour workweek shall be shortened by 0.5 for each day on which no service is performed. Regardless of the configuration of the weekly schedule, the contact time shall remain fixed at 31.5 hours.

For regular teachers with 75 percent contracts, the workweek shall consist of 30 hours, which shall normally adhere to the following pattern: 22.5 hours of contact time, 2 hours of required staff meeting, 3 hours of professional time, and 2.5 hours of lunch. The schedules for Teachers with a workweek shorter than five days shall maintain the same proportions as described above, although the 30-hour workweek shall be shortened by 0.5 for each day on which no service is performed. Regardless of the configuration of the weekly schedule, the contact time shall remain fixed at 22.5 hours.

For part-time teachers, the workweek shall consist of up to 20 hours, which shall include contact time, 2 hours of required staff meeting, and a proportionate amount of professional time (10 percent of the workweek). Break time shall be provided as legally required.

After the contact hours are scheduled, teachers will use professional discretion in scheduling the time and place of their professional time.

Teachers may also be asked in emergency situations to extend or otherwise adjust their contact time in order to provide adequate supervision of children when another Teacher is absent.

Staffing

The current Child Development Center Staffing Plan includes the following:

1. The Dean of Child Development and Education shall provide liaison services to the Child Development Center. Twenty-five (25) percent of the Dean's salary shall be charged to Fund 26 in 2004-05. In subsequent years, no more than ten (10) percent of the Dean's salary shall be charged to Fund 26.
2. A CDC Director, an Educational Administrator below the level of a dean, shall provide daily on-site supervision of the CDC. The Director shall report to the De Anza Vice President of Finance and College Services.
3. A Site Supervisor, a 75 percent faculty position, shall provide scheduling and coordination for the CDC. The Site Supervisor shall be selected by the CDC Director (or, if no Director is in place for 2004-05, by the Vice President of Business and College Services) after consultation with the Teachers. The assignment of a Teacher as a site supervisor shall be subject to mutual agreement between the Teacher and the appropriate administrator as identified above.
4. Teachers: 7 Teachers at 100 percent; 3 Teachers at 75 percent; and at least 8 part-time teachers employed in accordance with Article 7.2.4 and Article 7.3. Additional Part-time Teachers may be hired contingent on the growth and needs of the CDC program.
5. Student Assistants shall be employed at the CDC to assist with routine support activities such as classroom maintenance, setting up activity records, meal and snack preparation, food ordering, record keeping including attendance reports, and performing observations for child assessment as per state requirements. Teachers will participate in the selection, orientation, and training of the Student Assistants and assist in their direction. The Student Assistants are intended to relieve CDC

Teachers of some routine duties and shall be scheduled, assigned, and supervised by the Site Supervisor and the Director (or, in 2004-05, if no Director is in place, the Vice President).

The District and FA further agree to the following:

1. The staffing levels for the Child Development Center shall be in compliance with Title 5, Chapter 13, Sections 18290, 18291, and 18292.
2. Classified employees and/or Student Assistants shall not perform duties that are appropriate only to Teachers as defined by the terms of the *Agreement*, the Education Code, and Title 5.
3. Should classified employees with Child Development Teacher Permits be hired at the CDC, the parties shall mutually agree on the distinctions between the job responsibilities of CDC Teachers and those classified employees.
4. Assignments shall be made in accordance with Article 10.
5. In the event that the District plans to reopen on the Foothill Campus, a Child Development Center or a Child Care Center, or any other Foothill College child care facility, the staffing shall be negotiated with the Faculty Association, with the intent of preserving the employment of current CDC Teachers and allowing those who were originally hired at Foothill to return to that campus.
6. Student-teacher evaluations performed by Teachers shall be revised to coordinate with those performed by the Child Development Faculty thereby reducing duplication and time demands.

Dated: June 16, 2004