

## Article 1

# 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” agree that the assignment of teaching duties to the Academic Administrators listed below is subject to the terms of collective bargaining and the conditions stated herein:

### Eligible Academic Administrators

Academic Administrators eligible for assignments shall be limited to:

#### De Anza College

- Dean, Biological, Health, and Environmental Sciences
- Dean, Business, Computer Science, and Applied Technologies
- Dean, Counseling and Disability Support Programs and Services
- Dean, Creative Arts
- Dean, International and Intercultural Studies
- Dean, Language Arts
- Dean, Online Learning and Learning Resources
- Dean, Physical Education and Athletics
- Dean, Physical Science, Mathematics, and Engineering
- Dean, Social Sciences and Humanities

#### Foothill College

- Dean, Business and Social Sciences
- Dean, Counseling
- Dean, Disability Student Services and Veteran’s Programs
- Dean, Fine Arts and Communication
- Dean, Health Sciences and Horticulture
- Dean, Kinesiology and Athletics
- Dean, Language Arts and Ethnic Studies
- Dean, Library and Learning Resource Center
- Dean, Online Learning
- Dean, Science, Technology, Engineering, and Mathematics

### Teaching Assignments as Part of Administrative Assignments

Academic Administrators may teach up to thirty percent (30%) of an annual full-time teaching load per academic year in their division/program, or in a discipline/program in which they

previously taught in the District, as part of their management assignment.

### Teaching Assignments Outside of Administrative Assignments during the Academic Year

An Academic Administrator may teach in a term, subject to the allowable number of assignments below, under the following provisions:

- i. The assignment has a weekly in-person instructional component, and
- ii. No other faculty member (with or without REP) is available to accept the assignment, and
- iii. The dean made a good faith attempt to identify and hire a faculty member to teach the course.

### Teaching Assignments in Summer Session

During the summer session, Academic Administrators may be eligible for one teaching assignment if no faculty member in 26.1.1 through 26.1.8 is available for the assignment.

### Allowable Number of Assignments

The total number of assignments, District-wide, taught by administrators shall not exceed eight (8) during the college year with no more than one (1) assignment per administrator each college year. In cases of scheduling emergencies, FA may grant an exception to this limit.

### Value of the Teaching Assignments

Compensation for teaching assignments outside of administrative assignments shall be in accordance with Appendix C.1 of the FA-FHDACCD Agreement.

### Evaluation of Teaching Assignments

Administrators teaching under this MOU shall remain subject to District administrative evaluation and supervision processes, including but not limited to the instruction in the course.

### Other Issues

1. Administrators are not members of the FA bargaining unit, and as such, have none of the rights or privileges under Article 5 or Article 7, including reemployment preference, as do members of the bargaining unit.
2. An administrator shall not team-teach with faculty whom they directly supervise.
3. Article 7 rights/limitations upon return to faculty status:
  - (a) For faculty with reemployment preference who become *Interim* Academic Administrators: A maximum of three (3) consecutive quarters of management service shall not be counted as part of the six (6) consecutive quarters that constitute a break in service under Article 7.7. If a break in service has not

occurred and the Interim Administrator returns to faculty status, he or she shall retain reemployment preference and be eligible to receive an assignment in accordance with Article 7.6 during the first quarter of return to faculty status provided that any assignment request complies with the division/department scheduling procedures and timelines. A request for Article 7 assignment filed late shall be subject to the availability of remaining (unfilled) assignments.

(b) For all other Academic Administrators (including those with prior faculty service): All of the provisions of Article 7 shall apply, and no request for assignment under Article 7 shall be made until the employee has returned to faculty status.

4. Article 26 rights/limitations upon return or change to faculty status:  
The tier placement for assignment under Article 26 shall be determined by the status of the employee at the time the summer schedule is initially developed. That is, if the employee is in faculty status at that time, placement shall be 26.1.1, 26.1.2, or 26.1.7 as appropriate; if the employee is in management status at that time, placement shall be 26.1.9.
5. The District agrees to forward to the FA, during the fourth week of each quarter, a list of all administrators who have received a teaching assignment for that quarter and specifying whether or not the assignment is part of the management duties. In addition, during the second week of summer session, the District agrees to forward a list of all administrators who have received a teaching assignment for extra compensation during the summer session.

This Memorandum of Understanding supersedes the prior MOU on this issue, dated August 4, 2010, and shall remain in force until June 30, 2028. This MOU may be extended by mutual agreement.

Date: May 29, 2026

*Dianna L. Rose*

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Foothill - De Anza Community College District

*Kathy Perino*

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[Kathy Perino \(May 30, 2026 09:13:50 PDT\)](#)

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Foothill - De Anza Faculty Association