

Articles 6A, 7, 10, and 26

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 memorialize the agreement reached between the parties in regard to the effects of a De Anza College decision to establish full-time Counselor positions that will report to an administrator outside of the Counseling Division at De Anza College.

De Anza College has created several Counselor positions that will report to administrators outside of the Counseling Division. In accordance with the Agreement, faculty contracts may be for 10-month, 11-month, or 12-months. It is the College's intention to initially create four new 11-month Counselor positions: two assigned to Outreach, one assigned to Athletics, and one assigned to Biology. The following principles shall apply to all newly established Counselor positions assigned outside the Counseling Division.

This memorandum serves to clarify the terms and conditions regarding hours of work, scheduling of 11- and 12-month contract days, evaluation procedures, scheduling of Article 7 overload and Article 26 Summer session assignments, hours and scheduling, office space, and movement between counselor positions, as follows:

Hours

Counselor positions will be 30 hours per week.

Article 6A: Evaluation of Probationary Faculty Employees for Tenure

The District and FA agree to a modification of the Tenure Review Process as follows:

*Counselors Reporting to Outreach and Relations with Schools
(The Outreach and Relations with Schools Department does not currently have any full time faculty employees)*

Counselors assigned to Outreach and Relations with Schools are anticipated to report directly to the Associate Vice President of Student Services. The Core Committee shall consist of the AVP of Student Services and two tenured

counselors. The other members of the committee shall be the Vice President of Student Services and a third, tenured, non-counseling faculty member appointed by the Academic Senate from the faculty at large. In the event the counselors are assigned to report to a Dean or other administrator during their tenure process, the AVP of Student Services shall remain on the tenure committee as the appropriate administrator for the duration of the tenure process.

The evaluations performed by the members of the Tenure Review Committee shall follow those described in 6A.3.2, 6A.3.3, and 6A.3.4.

Counselors in other Academic Divisions (Athletics, Biology, etc.)

The Core Committee shall consist of the Dean of the academic division, one tenured counselor, and one tenured faculty member from the division. The other members of the committee shall be the Vice President of Instruction and a tenured counselor, in lieu of the at-large faculty member, appointed by the Academic Senate.

Evaluations performed by the members of the Tenure Review Committee shall follow the process described below:

Phase I: Modification of 6A.3.2

In Phase I, at least three probationary evaluations shall be performed: one by the Dean of the Division and one by each of the counselors. If the Tenure Review Committee determines that additional probationary evaluations are necessary, the Vice-President and the division faculty member shall each perform a probationary evaluation. At the discretion of the Tenure Review Committee, the Dean or counselors may also perform an additional probationary evaluation.

Phase II: 6A.3.3 as written

Phase III: 6A.3.4 as written

Article 7: Part-time Assignments in Counseling Division

The Dean of Counseling will notify counselors in all divisions of the timelines and scheduling process for Article 7 assignments in the Counseling division (counseling hours and/or counseling course instruction). All counselors will be scheduled according to the process described in Article 7.

Article 10: Hours and Scheduling

Scheduling the 11th or the 11th and 12th Month of the Counselor's 11- or 12-Month Contract

Per Article 10:

For the 11th or 11th and 12th month of a contract, counselors are required to work 20 days per contract month, which is equivalent to 120 hours per contract month.

These 20 days shall normally be established by mutual agreement between the faculty member and the supervising administrator. The scheduling process shall ensure that the faculty employee is assigned a schedule of duties in a reasonable manner that provides efficient operation of the District's educational program, with due attention to the convenience and welfare of faculty. As such, an 11-month faculty member shall have at least four consecutive weeks with no assigned full-time duties.

Instructional Assignments

If counseling courses, such as COUN 50, HUMA 20, CLP 70, or CLP 75 are offered to a targeted population of students and the Dean believes the academic division counselor should be assigned the class, the class must be assigned as part of annual load to avoid any potential violation of Article 7 Reemployment Preference (REP). If the course is not offered as part of load, then the course assignment is given according to REP and, therefore, the academic division counselor is not guaranteed the course.

Required meetings

Counselors in other Divisions will include the following meetings in the 30-hour workweek as follows:

- Counselors in academic divisions will attend all division meetings in their "home" division.
- Counselors in student services areas will attend staff or department meetings when it is deemed appropriate, based on the review of the agenda items, to do so by the supervising administrator.
- Counselors will attend relevant in-service/training meetings held by the Counseling division when agreed to and/or assigned by the supervising administrator.
- Counselors may attend other Counseling division meetings when the faculty member and the supervising administrator agree that attendance is warranted based on a review of the agenda, or when assigned by the supervising administrator.
- The Dean of Counseling will include all counselors and their supervising administrator on all meeting notices. The faculty member may attend additional meetings not required or mutually agreed to on a voluntary basis outside of their 30-hour workweek.
- Counselors will attend Department Chair meetings or Department meetings within their division when requested by the department chairs or faculty and

approved by their supervising administrator. The administrator will consider the agenda items when approving the attendance at the meeting.

Weekend or Evening Events or Duties

The faculty employee's schedule shall normally be established in accordance with Article 10. If counseling duties are required in excess of the regular 30 hour week, the faculty employee should, by mutual agreement with the supervising administrator, attempt to adjust his/her workweek to accommodate the excess hours (exchange time). If exchange time cannot be accomplished, compensatory time shall be provided and shall be scheduled through mutual agreement at the time the excess hours are assigned. Compensatory time earned through additional hours shall be scheduled for use by the end of the quarter, but in no case shall compensatory time be carried over beyond the end of the academic year.

Scheduling during weeks that include a Holiday

When a week includes a holiday, the 30-hour workweek shall be proportionally reduced in accordance with the MOU dated May 9, 2001 and consistent with the number of contract days for the week.

For example, the week of Thanksgiving includes three contract days instead of five, so the faculty member must schedule 18 hours instead of 30.

Service beyond the established contract for the position

The scheduling of any additional contract days in service to the division beyond the established contract shall be through mutual agreement of the faculty employee and the supervising administrator. This service to the division or an identified population of students is covered by Article 10.11 and shall be compensated according to 10.11.2.

Professional Contributions

In Phase III of the tenure process and beyond, faculty are expected to make professional contributions to the College and/or District. Counselors assigned to other divisions shall have similar opportunities for professional contributions as counselors in the Counseling division.

If an opportunity for participation is based on discipline expertise, counselors in other divisions shall be allowed to participate as a discipline expert. Examples of this type of participation include service on Financial Aid, Probation, or Veterans' committees.

If an opportunity for participation is based on division representation, the counselor may represent their division in various governance committees. For

example, the counselor may be an Academic Senate representative from his/her division.

Time in committee meetings is part of the 30-hour workweek and shall be mutually agreed to by the faculty member and supervising administrator.

Time for Information Retrieval and Follow-up

Both parties recognize that counselors must have non-student contact time to successfully serve the students they counsel. Time for information retrieval and follow up shall be mutually agreed to by the faculty member and the supervising administrator. Using the counseling division workload document (of 2015) as a guideline, counseling faculty will schedule up to 3 hours per week for information retrieval and/or follow-up in 30-minute increments. In the event mutual agreement cannot be reached, the supervising administrator will assign information retrieval time during the counselor's work schedule that best meets program needs.

Article 26: Summer Assignments (outside of the regular contract)

Counselors in other divisions have the same rights as counselors within the counseling division to summer counseling hours or courses offered outside of the regular contract. These classes or hours serving the general student population would fall under *Article 26: Summer Session* and all full-time counselors will be placed in priorities 26.1.1 and 26.1.2 for assignment.

Office Space

All counselors will have office space allowing for confidential conversations with students.

Counselors located in an area without other counselors may be at a disadvantage regarding answers to questions regarding the process or forms required to provide students the most efficient service. As such, the parties recognize that a delay in response time to students may occur when the counselor is becoming familiar with the campus processes and requirements.

Movement between Counseling Positions

The parties recognize that movement between counseling positions does not fall under *Article 12: Reassignment* nor *Article 13: Transfer* because the change in position is not an assignment to a new discipline nor is it an assignment to a new campus. Thus, a process for notifying current full-time faculty of open counseling positions is required.

Therefore, faculty will be informed of upcoming openings prior to opening the position to other candidates on the HR website. Interested faculty will be asked

to submit a letter of interest and resume, or other required documentation, to the supervising administrator. The supervising administrator will consider all internal applications prior to the decision to open the position to other candidates.

Effective June 25, 2015



Foothill-De Anza Faculty Association



Foothill-De Anza Community College District