

**Article 16 - Leaves**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT  
AND  
FOOTHILL-DE ANZA FACULTY ASSOCIATION**

This Memorandum of Understanding (MOU) is entered into by and between the Foothill-De Anza Community College District ("District") and the Foothill-De Anza Faculty Association ("FA") as of January 28, 2025.

The purpose of this MOU is to amend the language in Article 16.20 of the collective bargaining agreement to align with the use of accrued sick leave as provided by the federal Family Medical Leave Act and the California Family Rights Act (collectively "FMLA"), for diagnosis, care, or treatment of an existing health condition or serious illness of, preventative care for, or death of an immediate family member.

The District and FA hereby agree to modify Article 16.20 - Use of Sick Leave Unrelated to Employee Illness/Injury accordingly:

**CURRENT LANGUAGE**

16.20 Each faculty employee shall be entitled to use up to six days of accumulated sick leave on an annual basis for the purpose of:

- 16.20.1 Diagnosis, care, or treatment of an existing health condition or serious illness of, preventative care for, or death of an immediate family member;
- 16.20.2 Accident involving the person or property of the faculty employee or faculty employee's immediate family; or
- 16.20.3 Obtaining or attempting to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or their child, for an employee who is a victim of domestic violence, sexual assault, or stalking.
- 16.20.4 Leave for this purpose shall be deducted from the appropriate sick leave bank and, therefore, be limited to one day of such leave during Article 26 employment.
- 16.20.5 "Immediate family" for purposes of Section 16.20.1 and 16.20.2, has the meaning prescribed by Section 16.7. "Child" for the purposes of Section 16.20.3 has the meaning prescribed by Section 16.7.

**REVISED LANGUAGE**

16.20 Each faculty employee shall be entitled to use accrued sick leave for purposes unrelated to the employee's own illness or injury as described below. "Immediate family" for purposes of Section 16.20.1 and 16.20.2, has the meaning prescribed by Section 16.7. "Child" for the purposes of Section 16.20.3 has the meaning prescribed by Section 16.7.

- 16.20.1 Each faculty employee shall be entitled to use up to twelve (12) weeks of accumulated sick leave, consistent with the CFRA and FMLA, for the diagnosis, care, or treatment of an existing health condition or serious illness of, preventative care for, or death of an immediate family member.

16.20.2 Each faculty employee shall be entitled to use up to six days of accumulated sick leave on an annual basis for the purpose of:

16.20.2.1 Accident involving the person or property of the faculty employee or faculty employee's immediate family; or

16.20.2.2 Obtaining or attempting to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or their child, for an employee who is a victim of domestic violence, sexual assault, or stalking.

16.20.2.3 Leave for this purpose shall be deducted from the appropriate sick leave bank and, therefore, be limited to one day of such leave during Article 26 employment.

This MOU supersedes any prior agreements or language within the collective bargaining agreement that conflicts with this amendment to Article 16. This MOU and shall remain in force until June 30, 2025, and may be extended by mutual agreement.

January 29, 2025

*Dianna L. Rose*

Foothill-De Anza Community College District

*Kathy Perino*

[Kathy Perino \(Jan 29, 2025 13:46 PST\)](#)

Foothill-De Anza Faculty Association