

**Memorandum of Understanding
between the Desert Community College District (herein referred to as
"District")
and College of the Desert Adjunct Association (herein referred to as
"CODAA")**

The Desert Community College District ("District") and the College of the Desert Adjunct Association ("CODAA"), (collectively "Parties"), recognize the importance of complying with mandates set forth by California Education Code.

The Parties acknowledge that California Educational Code, Section 87482.5, defines a type of academic temporary employee as "a person who is employed to teach adult or community college classes for not more than 67 percent of the hours per week considered a full-time assignment for regular employees having comparable duties shall be classified as a temporary employee, and shall not become a contract employee".

Pursuant to negotiations between the Parties, this Memorandum of Understanding (MOU) will be implemented at College of the Desert, effective immediately, and later incorporated into the Collective Bargaining Agreement (CBA) dated July 1, 2021 through June 30, 2024.

To this end, the parties agree to the following:

1. The articles of the applicable sections of the current CBA shall be amended or added as noted.
2. Article II, Section 2: "Adjunct Faculty Member(s)" shall mean all adjunct faculty employees of the District and shall EXCLUDE all regularly employed full-time faculty and all management, supervisory, confidential, classified and substitute or volunteer employees.

Adjunct Faculty Members are hired on a semester-by-semester basis, and are described as either Adjunct Counselors, Adjunct Librarians, Adjunct Faculty, or Part-time faculty. Adjunct employees who are assigned more than 67% of a full-time load shall encounter a change in their bargaining unit, with all applicable terms and conditions

3. Article IX, Section 3:
Calculation of Teaching Load.
All teaching loads shall be measured in Semester Instructional Units (SIU). A full-time teaching load is based on 15 SIUs per semester. Adjunct Faculty may carry a maximum of 10 SIUs per semester.
Semester Instructional Units shall be calculated upon the following ratios:

Type of Instruction	SIU Ratio
(a) Lecture hours - credit	1 = 1.000
(b) Lab - credit	1 = 0.667

(c) Non-credit

1 = 0.60

Teaching adjunct Faculty are limited to load assignments of not more than 10 Semester Instructional Units (SIU) per semester.

4. Article IX, Section 6. General Load Provisions.

There is no authorization to overload any Adjunct Faculty in any semester.

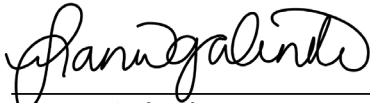
There is no authorization for balancing load over two semesters in an Academic Year. For example, Adjunct Faculty cannot be given 15 SIU's during one semester and 5 SIU's in the subsequent semester of that Academic Year or vice versa.

Summer School and Winter Intersession are not considered as semesters, and are excluded from the calculations in this Article.

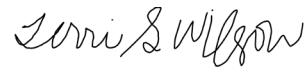
5. Article XIV, Section 11, 11.2 Any Adjunct faculty hired as Temporary Full-time employees for up to 2 semesters in any 3-year period will remain in the Adjunct employee pool without loss to their proper position on the reemployment list.

6. Modification: This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.

For the District:



Diana Galindo
Vice President, Human Resources &
Employee Relations



Terri Wilson
Interim Director, Human Resources

Date: 04/18/22

For CODAA:

Catherine Levitt

Catherine Levitt (Apr 12, 2022 13:12 PDT)

Catherine Levitt, Ph.D.
President, CODAA

Robert R. Holmes, Jr.

Robert R. Holmes, Jr. (Apr 18, 2022 09:52 PDT)

Robert Holmes
Vice President, CODAA

Date: 04/18/22