

**MEMORANDUM OF  
UNDERSTANDING BETWEEN  
COLLEGE OF THE DESERT FACULTY ASSOCIATION  
AND DESERT COMMUNITY COLLEGE DISTRICT**

**September 21, 2022**

This Memorandum of Understanding (“MOU”) is entered into by and between the College of the Desert Faculty Association (hereinafter referred to as "CODFA") and the Desert Community College District (hereinafter referred to as "District") (hereinafter collectively referred to as the “Parties”), and is expressly made pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement (“CBA”).

The purpose of this Memorandum of Understanding is to negotiate per EERA, the effects of any action by the District on unit members’ wages, hours, and working conditions related to the ongoing COVID-19 crisis. This MOU begins August 26, 2022 and sunsets December 31, 2022.

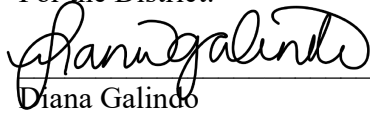
This MOU between the Parties is not intended to change the terms of the current CBA, but is instead a one-time, non-precedent setting agreement that may not be used as the basis of a past practice by either party.

**TERMS**

1. It is understood that the District may assign unit members to teach at College of the Desert (COD) Campus locations in the 2022-2023 academic year. The District will adhere to the guidance provided by appropriate agencies, and ensure all District locations adhere to a requirement of the local public health official with regard to all safety protocols related to COVID-19.
  - a) Instructors who provide additional time accommodating students with verified COVID- related absences will be compensated for the time at the negotiated overload lab rate, upon approval from the dean. Verification can be provided by the COVID Reporting Team.
  - b) The District will provide masks at no charge to unit members when unit members request a mask and are assigned to work on- campus.
  - c) Upon request of the unit member, the District will provide additional personal protective equipment such as plexiglass dividers, hand sanitizer, and disinfectant wipes as needed and approved by area administrator.
  - d) Unit members who are teaching face to face will have the option of conducting their office hours remotely.
  
2. In recognition of the time and effort involved to complete the online certification course and in recognition of the importance of quality online education delivery; unit members who choose to participate in the online certification course over the Fall 2022 will receive either:
  - a. \$64 per hour for participation approved DE Certification Training; Capstone course 3 hours;
  - b. FLEX credit for the 2022-2023 academic year.

3. Per Assembly Bill (AB) 152, the District will continue to provide COVID-19 Supplemental Paid Sick Leave to unit members pursuant to Department of Industrial Relations regulations.
4. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the Parties. There are no other oral understandings, terms, or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement.
5. This Agreement is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.
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.
7. Execution: The Agreement may be executed in several counterparts and shall be deemed legally effective at such time as the counterparts thereof, duly executed on behalf of both parties, have been furnished and delivered to the parties or attorneys for the parties to this Agreement.

For the District:



Diana Galindo  
Vice President, Human Resources &  
Employee Relations

Date: 09/23/22

For the Association:



Oceana Collins (Sep 23, 2022 10:03 PDT)

Oceana Collins  
President, CODFA

Date: \_\_\_\_\_