

**MEMORANDUM OF UNDERSTANDING BETWEEN
DESERT COMMUNITY COLLEGE DISTRICT
AND
DESERT COMMUNITY COLLEGE DISTRICT FACULTY
ASSOCIATION (CCA/CTA/NEA)**

The Desert Community College District Faculty Association (CCA/CTA/NEA) and Desert Community College District (“District”), (collectively "Parties"), recognize the importance of providing instruction and student support services in modalities that ensure student and operational needs are met.

Currently, the full-time Collective Bargaining Agreement establishes the standard workweek is silent on options for working off site for non-instructional faculty.

This MOU is to provide options for working off site for non-teaching faculty from August 1, 2022 through June 30, 2023.


Pursuant to negotiations between the Parties, the following agreement has been reached:

1. In accordance with Article 12 of the collective bargaining agreement, and in consultation with the unit member, hours of service may be assigned as remote, off-site work as assigned and upon approval of the area administrator.
2. Non-teaching faculty having an off-site assignment may be required to complete specific training pursuant to Administrative Procedure 4105.
3. The District may cancel or reassign off-site assignments based on operational need or performance concerns as follows:
 - a. For temporary cancellation/reassignments, the District will first seek volunteers amongst the available non-instructional faculty. If there is an insufficient number of volunteers to provide adequate coverage, the District will consult with the unit member and provide the unit member with a seven (7) days notice prior to a schedule change.
 - b. For permanent cancellations/reassignments, the District will consult with the unit member and provide the unit members with a fourteen (14) days notice prior to a schedule change.
4. Unit members will not seek reimbursements for costs associated with an off-site assignment unless approved in advanced by the designated dean or designee.
5. The parties will resume negotiations on this matter no later than March 1, 2023, unless otherwise mutually agreed to by the parties.
6. 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.
7. 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.

8. This MOU shall be enforced by the grievance procedure in the CODFA Collective Bargaining Agreement.
9. 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

For the Association:



Oceana Collins (Jul 29, 2022 06:34 PDT)

Oceana Collins
President
College of the Desert Faculty Association