

**MEMORANDUM OF
UNDERSTANDING BETWEEN
COLLEGE OF THE DESERT FACULTY ASSOCIATION
(CODFA) AND DESERT COMMUNITY COLLEGE
DISTRICT (DCCD)**

Career and College Access Pathways (“CCAP”) Teaching Assignments

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 Parties agree to clarify and mutually resolve matters pertaining to terms and conditions of employment related to CCAP sections/courses and teaching assignments.

This MOU between the Parties is not intended to change the terms of the current CBA but may be used as the basis for future negotiations to make additions to the collective bargaining agreement. To that end, the Parties agree to the following:

1. The terms outlined within this MOU are for unit members providing instruction and services covered under the CCAP agreements for the 2024-2025 academic year.
2. The terms outlined in this MOU cover courses under CCAP agreements including CCAP courses taught onsite at the secondary schools, CCAP courses taught online at the secondary schools, CCAP sections designated as concurrent enrollment and any non-instructional unit member who provides services to dual enrollment secondary school students covered under the CCAP agreements.
3. The District agrees that all terms of the CCAP agreements will be followed as agreed upon by the District and the local k-12 and high school districts.
4. All sections of dual enrollment or sections designated as concurrent enrollment will be identified to the unit members during the scheduling process.
5. Scheduling for such sections shall be in accordance with Article 7.10 and Article 12.5.1 of the current DCCD/CODFA Collective Bargaining Agreement. Normal assignment procedures will apply. Unit members will not be required to accept any CCAP teaching assignments unless current contract provisions prevail.
6. CCAP dual enrollment and concurrent class sizes will not exceed the class size capacity on the curriculum course outline of record, except and in accordance with Article 15.
7. CCAP dual enrollment courses and concurrent sections will have the same number of instructional hours as provided in the course outline of record. Any additional instructional

minutes required by the secondary school for dual enrollment courses will not be the responsibility of the unit member.

8. COD Instructors of CCAP courses maintain all Academic Freedom rights as outlined in the District's AP 4030.
9. Course sections not under a CCAP agreement or designated as concurrent enrollment will not be cancelled if satisfactory enrollment is reached and shall consider other factors. The courses under a CCAP agreement or designated as concurrent enrollment shall not replace sections not under a CCAP agreement or designated as concurrent enrollment.
10. Dual enrollment instructional assignments can be taught as either part of a unit member's load or as overload.
11. If facility availability permits, unit members may hold up to one hour of their five required office hours each week at the secondary school where they are teaching a class but are not required to do so.
12. Non-instructional unit members who provide services at the secondary schools will do so as part of their normal workday and will not, under any circumstances, be required to be at the secondary school for longer than their standard workday.
13. Any trainings, orientations, workshops, or meetings required of unit members to prepare to teach or provide services under a CCAP agreement, which are not already covered by another MOU or the collective bargaining agreement, will be compensated at the current overload lab rate for the actual number of hours that the required event takes place as approved by the dual enrollment administrator.
14. Unit members who are required to travel between College of the Desert and any of the secondary schools will be compensated for mileage based on the current IRS mileage rate.
15. If during the course of the 2024-2025 academic year, any issue arises impacting the working conditions of the unit member under this agreement, not herein expressly covered, the parties agree to negotiate the issue and modify this Memorandum of Understanding.
16. 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.
17. Modification: This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.
18. 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 and
Employee Relations

Date: _____

For the Association:



[Oceana Collins \(Nov 15, 2024 15:05 PST\)](#)
Oceana Collins
President, College of the Desert
Faculty Association

Date: _____