## MEMORANDUM OF UNDERSTANDING BETWEEN

## DELTA COLLEGE AND DELTA COLLEGE FACULTY ASSOCIATION, MEA/NEA ON DELTA COLLEGE FULL-TIME FACULTY PROFESSIONAL DEVELOPMENT ALLOWANCE (PDA)

This Memorandum of Understanding ("MOU") is entered into between and among Delta College ("College") and the Delta College Faculty Association, MEA/NEA ("DCFA") (individually, a "Party" and collectively, the "Parties"). The Parties hereby agree to the following terms, understanding that these terms are limited to the period corresponding to the reduced activities of Delta College due to the novel coronavirus/COVID-19, that this MOU cannot be changed unless by a written agreement signed by an authorized representative of each Party, and that these terms will supersede any policies or practices inconsistent with these terms.

## WHEREAS:

- 1. The current Faculty Salary Agreement grants a \$1,000 Professional Development Allowance (PDA) to each faculty member in the DCFA bargaining unit ("Faculty") each College budget year.
- 2. Faculty Salary Agreement Paragraph 6(F) allows a Faculty member to carry over 100% of the Faculty member's unused PDA to the next budget year, but the Faculty member's total PDA account cannot exceed \$3,000.
- 3. COVID-19 has interfered with Faculty ability to use their PDA.
- 4. The Parties believe it is in their best interests to increase the \$3,000 PDA account maximum to \$4,000 for the 2021-2022 budget year, to be extended through the 2022 calendar year if COVID-19-related travel restrictions are not lifted by December 31, 2021.
- 5. The Parties encourage the Faculty to use their PDA on remote coursework, seminars, conferences, and other permissible PDA uses.

## THEREFORE:

- 1. Each Faculty member has the right to carry over that Faculty member's unused PDA to budget year 2021-2022, but the Faculty member's total PDA account shall not exceed \$4,000 during that budget year, unless extended through the 2022 calendar year if COVID-19-related travel restrictions are not lifted by December 31, 2021.
- 2. Faculty shall follow the Guidelines for PDA Use as found on the Human Resources portal page
  - (https://sites.delta.edu/employeeinfo/BusinessServices/Documents/FSD\_PDA\_Guidelin\_es\_rev081418.pdf), with exceptions as noted in this Memorandum of Understanding, and changing "Division Chair" to "Associate Dean."
- 3. Paragraph 6, Section E, does not apply during the term of this MOU if a Faculty member is at or above \$3000 at the point a request is made to request next year's PDA during the period this MOU is in effect.
- 4. On July 1, 2022, a Faculty member's total PDA account shall not exceed \$3,000 during

- 2022-2023 budget year, and Faculty Salary Agreement Paragraph 6 terms shall apply, unless the clause extending PDA carryover through the 2022 calendar year pursuant to continuing COVID-19-related travel restrictions remaining in effect on December 31, 2021.
- 5. This MOU shall expire on July 1, 2022 unless extended through the 2022 calendar year pursuant to continuing COVID-19-related travel restrictions remaining in effect on December 31, 2021.

6. This MOU is not precedent setting, and shall not be used as evidence of a policy or practice at the College. This MOU can only be amended by the Parties in writing.

Delta College:

Delta College Faculty Association, MEA/NEA:

Faculty Executive Committee Chair:

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Date: