

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

The College of the Desert Adjunct Association CCA/CTA/NEA (“CODAA”) 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.

This MOU addresses the impacts and effects of the proposed revisions of the District’s policies and procedures pertaining to the vaccine mandate. This MOU is in effect from September 1, 2022 through June 30, 2023, unless otherwise noted.

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

- I. Working off site for non-teaching faculty from September 1, 2022 through June 30, 2023.
  - a. In accordance with Article IX (Hours of Service) of the collective bargaining agreement, and in consultation with the unit member, hours of service may be assigned as remote, off-site work as permitted and upon approval of the area administrator.
  - b. Non-teaching faculty having an off-site assignment may be required to complete specific training pursuant to Administrative Procedure 4105.
  - c. The District may cancel or reassign off-site assignments based on operational need or performance concerns as follows:
    - i. 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 seven (7) days notice prior to a schedule change.
    - ii. For permanent cancellations/reassignments, the District will consult with the unit member and provide the unit members with fourteen (14) days notice prior to a schedule change.
  - d. Unit members will not seek reimbursements for costs associated with an off-site assignment unless approved in advanced by the designated dean or designee.
  - e. The parties will resume negotiations on this matter no later than March 1, 2023, unless otherwise mutually agreed to by the parties.
  
- II. Medical Insurance Reimbursement for faculty assigned on-site.
  - a. This medical insurance reimbursement provision will be in effect from September 1, 2022 through December 31, 2022. The District will provide Health Insurance

premium reimbursement to unit members who are assigned to work in the face-to-face/Hybrid/Hyflex modality in the amount of, up to \$238.10 (adjusted to 2022 Medicare rate, see <https://www.medicare.gov/Pubs/pdf/11579-medicare-costs.pdf>) per month for any full or partial month worked. To receive this reimbursement, the unit member must provide the District with proof of payment of their health insurance premium. The unit member must be paying the full cost of their insurance and not receiving insurance from another employer, based on former employment, or Medicare. The unit member will receive the actual cost of the premium not to exceed \$238.10 per month.

- b. The parties will resume negotiations on this matter no later than November 14, 2022, unless otherwise mutually agreed to by the parties.

### III. Recitals

- a. 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.
- b. 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.
- c. This MOU shall be enforced by the grievance procedure in the CODAA Collective Bargaining Agreement.
- d. 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:



Catherine Levitt (Sep 7, 2022 17:52 PDT)

Dr. Catherine Levitt  
President,  
College of the Desert Adjunct Association