

**SUPPLEMENTAL MOU REGARDING  
2021 RETURN TO WORK COVID-19 EFFECTS  
BETWEEN  
DESERT COMMUNITY COLLEGE DISTRICT (DISTRICT) AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS CHAPTER 407 (CSEA)  
September 2, 2021**

The Desert Community College District ("District") and the California School Employees Association and its Chapter 407 ("CSEA") (collectively "Parties") recognize the importance of maintaining safe facilities and operations for the benefit of the students and communities served by the District and for the safety of District employees.

This Memorandum of Understanding will remain in effect from the date of execution through December 31, 2021, unless otherwise agreed by the Parties. We further recognize that slowing or arresting the spread of the novel coronavirus and the disease the virus can create, COVID-19 (collectively, "COVID-19"), is of the utmost importance.

CSEA and the District agree to cooperate, now and into the future, on steps to be taken to prevent the spread of COVID-19. We further acknowledge that the District will maintain the essential functions of the District's operations during the period of the COVID-19-related emergency and that the below provisions will be made for District employees impacted by the COVID-19 pandemic and employees' safe return to campus.

Pursuant to negotiations between the Parties, the following Memorandum of Understanding (MOU) is in regard to the effects related to the District's response to the COVID-19 pandemic and related federal, state, county, regional, and District declarations and orders, and employees' safe return to campus. To this end, The District and CSEA agree to the following:

1. For employees working on campus and/or with students and the public, and for those tasked with symptom screening, the District will provide Cal OSHA recommended PPE at no charge to unit members including but not limited to the following upon request: face masks (including but not limited to the N95 and surgical masks), face shields, disposable gloves, hand sanitizer, plexiglass barriers for desks and/or lab areas, and full protective gowns.
2. Classified staff that work on any District campus as of September 27, 2021, as assigned by the supervisor, will receive a one-time \$750 stipend. Disbursement of the stipend will occur by December 15<sup>th</sup> 2021.
3. During the term of this agreement, CSEA bargaining-unit employees that are

unable to work from home will not suffer any loss of pay or benefits, including any loss of sick or vacation leave, relative to their regular schedules as a result of any District action, related to COVID-19 (for example exclusion from the worksite due to contact tracing, temporary closure of a District facility).

- 4- The District may adjust Custodian schedules to daytime shifts, for the Fall 2021 semester, as needed, to accommodate cleaning needs. The schedule adjustment will be offered on a voluntary basis by seniority. When there are no volunteers then the District may make assignments as needed by reverse seniority.
5. The District shall take reasonable steps to exclude students, faculty and/or members of the public who disregard safety protocols from District facilities in order to shield employees from undue risk, per the District's COVID Prevention Plan (CPP).
6. The District shall post COVID-19 Policies and Procedures to the District Website in an effort to ensure notification and transparency. All policy and procedure violations shall be reported to the immediate supervisor, which will then notify the appropriate Vice President. Any violations of these procedures could lead to disciplinary actions up to and including termination.
7. The District may assign classified staff to return to in person/on campus assignments starting September 27, 2021. Unit members who cannot return to campus due to authorized medical reasons shall go through the District's accommodations process. The District and CSEA will work collaboratively to meet the needs of employees with extenuating circumstances that may not fall under the normal accommodation's procedure.
8. Classified employees that are 65 years or older may elect to continue to work from home during the duration of the Fall 2021 semester.
9. The District may allow classified staff members with verifiable COVID related childcare/elder care needs to continue working from home as needed, with prior authorization from a supervisor or manager.
10. The District may require unit members to conduct temperature checks and or other health screening for employees, students, and visitors. Unit members will be supplied with the necessary supplies and equipment, and be instructed on the process and procedures for temperature checks or other health screening, including proper documentation and action plan. If there is a question about the temperature check, the unit member performing the screening will follow existing protocols. Screening shall be conducted from behind a plexiglass shield or other barriers where appropriate.
11. 2021 COVID-19 Supplemental Paid Sick Leave

- i. Effective Dates: August 1, 2021 to December 31, 2021
- ii. Amount of Leave: 80 hours cumulatively, or the equivalent of two work weeks
- iii. The District will provide fully paid leave.
- iv. Reasons for Taking this Leave: must be unable to work or telework due to any one of the following reasons:
  1. Caring for Yourself: The unit member is subject to a quarantine or isolation period related to COVID-19 or has been advised by a healthcare provider to quarantine due to COVID-19, or is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
  2. Caring for a Family Member: The unit member is caring for a family member who is either subject to a quarantine or isolation period related to COVID-19 or has been advised by a healthcare provider to quarantine due to COVID-19, or the unit member is caring for a child whose school or place of care is closed or unavailable due to COVID-19 on the premises or other COVID-19 related issues.
  3. Vaccine-Related: The unit member is attending a vaccine appointment or cannot work or telework due to vaccine-related symptoms.
  4. Testing-Related: The unit member is voluntarily testing for COVID-19.

12. All classified staff are encouraged to be vaccinated prior to accessing campus locations.

13. If the board votes to mandate vaccines, unit members who refuse to be vaccinated or submit to weekly COVID testing, may use their accrued vacation leave to exhaustion, with any continuing absence beyond the exhaustion of the unit members' accrued vacation leave being unpaid.

14. Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, only the following modes may be used as proof of vaccination:

COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered);

- a photo of a Vaccination Record Card as a separate document;
- a photo of the client's Vaccination Record Card stored on a phone or electronic device;
- documentation of COVID-19 vaccination from a health care provider;
- digital record that includes a QR code that when scanned by a SMART
- Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type;
- documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, the District may accept the documentation presented as valid.

B. The District shall have a plan in place for tracking verified worker vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

C. Classified staff who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.

15. This Agreement will sunset on December 31, 2021 unless otherwise agreed by the Parties. The parties agree to return to the table to negotiate a successor to this MOU at the request of either party.
16. If a dispute arises regarding implementation of this MOU, the dispute shall be governed by Article IV (Grievance Procedure) of the Collective Bargaining Agreement (“CBA”) between the District and CSEA, except that, for purposes of this MOU only, a unit member shall not be a Grievant. CSEA may assert a grievance as set forth in Article 4.3 (B) of the CBA.
17. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.

This Memorandum of Understanding (MOU) is subject to approval per CSEA's policy 610.

*Agreed to this 2nd day of September 2021 at Palm Desert, California.*

For CSEA



Keith Prouty II (Sep 2, 2021 10:08 PDT)

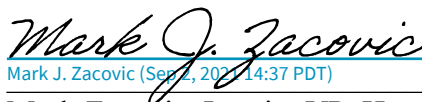
Keith Prouty, II

407 Chapter President



Michael Gayle, Negotiator

For the District



Mark J. Zacovic (Sep 2, 2021 14:37 PDT)

Mark Zacovic, Interim VP, Human

Resources and Employee Relations



Terri Wilson (Sep 2, 2021 12:26 PDT)

Terri Wilson, Interim Director, Human

Resources

For CSEA



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Michael Harlow, Negotiator



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Ana Quintana, Negotiator



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Kenneth Meler, Negotiator



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Beth Caskie, LRR, CSEA

Sep 2, 2021

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Date

For the District



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Carlos A. Maldonado, Interim  
Associate Dean, Student Services












# TA CSEA 407 Covid MOU Fall21 09.02.2021
















Final Audit Report

2021-09-02

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✔ Agreement completed.

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