

**SUPPLEMENTAL MOU REGARDING 2022 COVID-19 EFFECTS  
BETWEEN  
DESERT COMMUNITY COLLEGE DISTRICT (DISTRICT) AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS COLLEGE OF THE DESERT CHAPTER 407 (CSEA)  
December 15, 2021**

The Desert Community College District ("District") and the California School Employees Association and its College of the Desert 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 June 30, 2022, 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. 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).
3. 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).

4. 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.
5. Unit members who cannot return to campus due to authorized medical reasons shall go through the District's accommodations process.
6. 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.
7. All classified staff are encouraged to be vaccinated prior to accessing campus locations.
8. Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, only the following modes may be used as proof of vaccination:
  - A. 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 the 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.
9. This agreement will sunset on June 30, 2022, 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.

10. 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.

11. This agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.

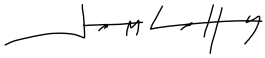
This is a tentative agreement subject to the approval process of both parties.

Accepted and Agreed to this 15<sup>th</sup> day of December 2021.

For: CSEA



Keith Prouty, II  
407 Chapter President



Jim Lilly, 2<sup>nd</sup> Vice President



Michael Harlow, Communications Officer



Michael Gayle, Chief Union Steward




Ana Y. Quintana, Treasurer



E. Caskie (Jan 10, 2022 13:51 PST)  
Beth Caskie, LRR, CSEA

For: The District



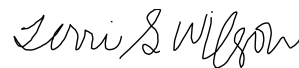
Mark J. Zacovic (Jan 10, 2022 13:26 PST)

Mark Zacovic, Interim Vice President, Human Resources



Carlos Maldonado (Jan 10, 2022 13:25 PST)

Carlos A. Maldonado, Interim Associate Dean,  
Student Services • Student Success



Terri Wilson, Interim Director, Human Resources

Jan 10, 2022

Date












# 12.15.21 TA Return to Campus MOU


Final Audit Report

2022-01-10

Created:	2022-01-10
By:	Ana Quintana (anaquintana@collegeofthedesert.edu)
Status:	Signed
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## "12.15.21 TA Return to Campus MOU" History


-  Document created by Ana Quintana (anaquintana@collegeofthedesert.edu)  
2022-01-10 - 9:06:00 PM GMT- IP address: 207.233.122.189
-  Document emailed to CSEA President (CSEAPresident@collegeofthedesert.edu) for signature  
2022-01-10 - 9:08:10 PM GMT
-  Document emailed to Jaime Lilly (jlilly@collegeofthedesert.edu) for signature  
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-  Document emailed to Michael Harlow (MHARLOW@COLLEGEOTHEDESERT.EDU) for signature  
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-  Document emailed to Michael Gayle (mgayle@collegeofthedesert.edu) for signature  
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-  Document emailed to Ana Quintana (anaquintana@collegeofthedesert.edu) for signature  
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-  Document emailed to E. Caskie (bcaskie@csea.com) for signature  
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-  Document emailed to Terri Wilson (tewilson@collegeofthedesert.edu) for signature  
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-  Document e-signed by Ana Quintana (anaquintana@collegeofthedesert.edu)  
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✔ Agreement completed.

2022-01-10 - 10:43:26 PM GMT