

October 10, 2016

**MEMORANDUM OF UNDERSTANDING  
HEALTH AND WELFARE BENEFITS – 2016-2017 PLAN YEAR**

This Memorandum of Understanding (MOU) is entered into this 10<sup>th</sup> day of October 2016, between the Desert Community College District (District) and the California School Employees Association and its Chapter 407 (CSEA) hereinafter the “parties.”

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

1. Unit members and early retirees who are eligible for District paid health and welfare benefits shall receive a \$200.00 payment per month during insurance year 2016-17, commencing in the month following ratification of this MOU by CSEA and ending in September 2017.
2. There are health benefit plans for insurance year 2016-17 that cost less than the District’s current cap for health and welfare benefits and the monthly contribution under Section 1 above. For those plans, the unit members and early retirees may:
  - a. Receive the difference in cash, less applicable taxes, or,
  - b. Authorize the difference to be paid into an IRC 403(b) plan (if eligible per 10.1 of the parties’ CBA), or,
  - c. Authorize the difference to be paid into a Flexible Savings Account (FSA) for calendar year 2017.
3. There are health benefit plans for insurance year 2016-17 that cost more than the District’s current cap for health and welfare benefits. For those plans, the unit members and early retirees may:
  - a. Apply the monthly payment amount to offset premium costs, and receive the difference (if any) in cash, less applicable taxes, or,
  - b. Authorize the difference to be paid into an IRC 403(b) plan (if eligible per 10.1 of the parties’ CBA), or,
  - c. Authorize the difference to be paid into a Flexible Savings Account (FSA) for calendar year 2017.
4. The parties agree that for the 2016-17 plan year only, the difference between premium costs per active unit member, and the District maximum contribution plus monthly payments of \$200 per Section 1, are not applicable to the CSEA 407 Health and Welfare Reserve fund per Article 9.2.1 of the parties’ CBA, but rather will be expended per the options in Sections 2 and 3 above, in the month following ratification of this MOU by CSEA.
5. The medical plans to be offered to eligible unit members and early retirees for insurance plan year 2016-17 will be the same plans that were offered through SISC in the 2015-16 insurance plan year.

6. The dental, vision, life insurance, and long term disability plans have already been agreed to between the parties.
7. Plans and costs for early retirees will continue to mirror current active plans and costs, per the parties' CBA.
8. For the 2016-17 plan year, an open enrollment until Friday, November 4, 2016 will occur for medical plans.

This MOU concludes all negotiations including all effects with bargaining regarding Health and Welfare Benefits for insurance year 2016-17.

DESERT COMMUNITY COLLEGE DISTRICT

*M Gularte*

Mary Anne Gularte, Ed.D.  
Vice President, Human Resources

*[Signature]*  
Carlos A. Maldonado  
Interim Dean, Enrollment Services

*[Signature]*  
Annebelle Nery, Ph.D.  
Vice President, Student Success

*[Signature]*  
Lisa Howell  
Vice President, Administrative Services

*[Signature]*  
Kelly Hall, Ph.D.  
Interim Dean, Arts and Social Sciences

*[Signature]*  
Misti Santana  
Benefits Specialist

*[Signature]*  
Spencer E. Covert  
Attorney at Law  
Lead Negotiator

CSEA

*[Signature]*  
Lauro Jimenez, CSEA Ch. 407 President  
Lead Negotiator

*[Signature]*  
Mary Lisi  
Negotiator

*[Signature]*  
Liliana Casas  
Negotiator

*[Signature]*  
Beth Caskie, Labor Relations Representative  
CSEA

**TENTATIVE AGREEMENT between**

**DESERT COMMUNITY COLLEGE DISTRICT (District) and**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its CHAPER #407 (CSEA)**

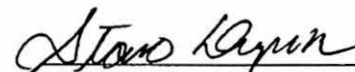
Per the parties' settlement agreement in the matter of LA-CE-5749-E, reached on April 30, 2013, the District agreed that a procedure for notice to CSEA prior to contracting out will be the subject of negotiations and the District agreed to provide copies of proposed service contracts to CSEA a minimum of five (5) working days prior to the effective date of services or a minimum of five (5) working days prior to taking proposed services contracts to the Board for approval, whichever occurs first.

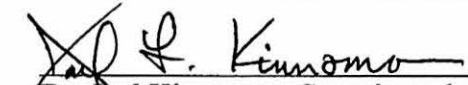
To comply with that agreement, the District agrees that, effective immediately, the employment agreements of all non-instructional and non-administrative employees (including, but not limited to, Personnel Action Forms, Temporary Employment Agreements, Substitute & Short-term employment agreements, and Contractor and Professional Services Agreements except legal, bond, and similar agreements relating to work typically not performed by CSEA) will be provided to the designated representative(s) of CSEA by the Executive Director of Human Resources and Labor Relations a minimum of five (5) working days prior to the effective date of services or a minimum of five (5) working days prior to taking the proposed agreements to the Board for approval, whichever occurs first.

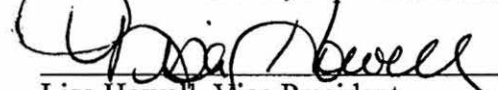
This agreement shall be effective upon ratification by both parties.

Date: 12/19/2013

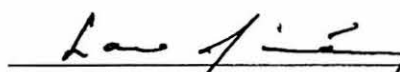
FOR THE DISTRICT

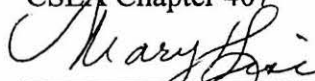
  
Stan Dupree, Executive Director  
Human Resources and Labor Relations

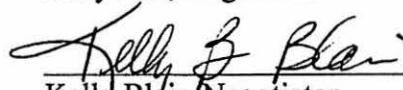
  
Dr. Joel Kinnamon, Superintendent/President

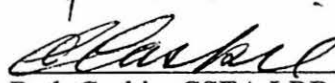
  
Lisa Howell, Vice President  
Administrative Services

FOR CSEA

  
Lauro Jimenez, President  
CSEA Chapter 407

  
Mary Lisi, Negotiator

  
Kelly Blair, Negotiator

  
Beth Caskie, CSEA LRR

This Memorandum of Understanding  
between the Desert Community College District ("District")  
and the California School Employees Association and its Chapter 407 ("CSEA"),  
collectively referred to as "The Parties"


WHEREAS on October 13, 2011, CSEA filed a grievance alleging that the District violated Article 13 – VACATION;

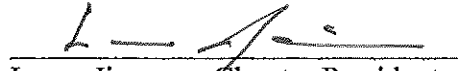
WHEREAS the Parties agree that it is in their mutual interest to resolve this dispute;

NOW THEREFORE, as consideration for this Agreement and the conditions set forth herein, the Parties agree to the following:

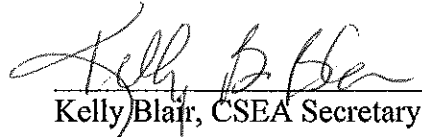
1. All contractual leaves shall be afforded to all CSEA members in full accordance with the clear language of the parties' CBA.
2. Vacation shall not be unreasonably denied to any CSEA member.
3. The Parties agree that there is neither a Restricted Time Off (RTO) nor a black-out-period policy negotiated between the Parties.
4. The District agrees that it shall notify all classified employees, in a District email no later than ten working days following the effective date of this agreement, that the District shall consider vacation requests on an individual basis.
5. CSEA agrees to withdraw its Grievance regarding Vacation Leaves, filed on Oct. 13, 2011.
6. This Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of any party to this Agreement but is instead a resolution of disputed claims made in an attempt to avoid costly and time-consuming litigation.
7. The parties expressly and specifically agree that nothing herein shall be interpreted as a release or a waiver of CSEA's right to represent the members of its bargaining unit as provided by Government Code section 3543.1(a) pursuant to the Educational Employment Relations Act, including but not limited to workload.
8. The Agreement cannot be amended, modified, or supplemented in any respect except by written agreement entered into by the parties hereto.
9. Each party hereto warrants and represents that they have full power and authority to enter into this agreement, which shall be subject to the respective ratification or approval processes of the parties.


IN WITNESS WHEREOF, in exchange for the mutual promises contained herein, the parties hereto have executed the Grievance Settlement Agreement.

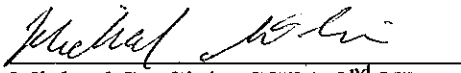
  
Stan Dupree, Interim Executive Director  
Human Resources & Labor Relations  
Desert Community College District

  
Lauro Jimenez, Chapter President  
CSEA and its Chapter 407

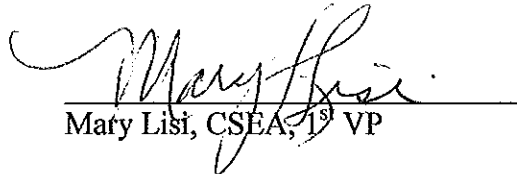
  
Wade Ellis, DCCD

  
Kelly Blair, CSEA Secretary

  
Susan Kitagawa, DCCD

  
Michael St. Clair, CSEA 2<sup>nd</sup> VP

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Mary Lisi, CSEA, 1<sup>st</sup> VP

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Beth Caskie, CSEA LRR

Dated: 5/30/12

**MEMORANDUM OF UNDERSTANDING BETWEEN  
DESERT COMMUNITY COLLEGE DISTRICT  
AND  
CHAPTER #407 CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION**

**July 25, 2005**

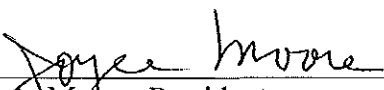
It is understood and agreed between Chapter #407 and California School Employees' Association and Desert Community College District that the following agreement and release has been reached concerning the following two (2) outstanding charges of PERB Case LA-CE-4715e:

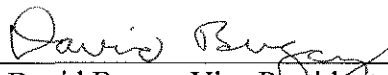
1. Custodians will be responsible for cleaning underneath the eaves, approximately three feet from the exterior façade at the Hilb Center, and other area of campus that have exterior eaves. These areas are to be cleaned by custodians, except in the event that there is an urgent need for cleaning or a health concern. In that event, these areas may be cleaned by the groundskeepers and/or the custodial staff.
2. Groundskeepers will be responsible for cleaning the walkways and sidewalks that are not adjacent to buildings or otherwise underneath the eaves. Only in the event of an urgent need for cleaning or a health concern, and only on a case-by-case basis, will groundskeepers be required to clean underneath the eaves, approximately three feet from the exterior façade.
3. The CSEA will be able to address the Board of Trustees. At each meeting of the Board of Trustees the District will place on the monthly Board agenda a place for one (1) CSEA leader representative to report on the activities, concerns, or otherwise comment to the Board of Trustees. If there are other members that wish to comment to the Board of Trustees, these classified bargaining unit members may do so during the place reserved for "Public Comments," or if they desire to address a specific agenda item they may fill out a "Request to address the Board" form for that specific agenda item. It is not the intention of the District to bar or otherwise restrain the Association and/or its members from addressing the Board of Trustees on issues important to their livelihood, working conditions and/or the College.
4. This Memorandum of Understanding settles the corresponding charges (Charge numbers 7 and 10) of PERB Case LA-CE-4715e.
5. Each party understands that this Agreement extends to all grievances, disputes or claims of every nature, known or unknown, suspected or unsuspected, past, present or future, arising from or attributable to the above-referred to matters and disputes.
6. The parties hereto agree that this General Release and Settlement Agreement, including this covenant not to sue or continue litigation, does not extend to acts, events or conditions which may initially arise in the future, i.e. subsequent to the execution date of this Agreement.

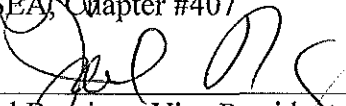
Agreed and accepted this 25<sup>th</sup> day of July 2005.

For CSEA Chapter # 407

For Desert Community  
College District

  
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Joyce Moore, President  
CSEA, Chapter #407

  
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Dr. David Bugay, Vice President  
Human Resources and Employee Relations

  
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Joel Ramirez, Vice President,  
CSEA, Chapter #407  
Representative

  
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Dale Wissman, CSEA LRR