

**MEMORANDUM OF
UNDERSTANDING BETWEEN
COLLEGE OF THE DESERT ADJUNCT ASSOCIATION
AND DESERT COMMUNITY COLLEGE DISTRICT
Amendment to 11/17/2021MOU**

This Memorandum of Understanding (“MOU”) is entered into by and between the College of the Desert Adjunct Association (hereinafter referred to as "CODAA") and the Desert Community College District (hereinafter referred to as "District") (hereinafter collectively referred to as the “Parties”), and is expressly made pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement (“CBA”). The Parties recognize that in response to the COVID-19 crisis, the District has imposed a COVID-19 vaccination mandate for all employees at College of the Desert beginning spring semester of 2022. The purpose of this Memorandum of Understanding is to negotiate per EERA, the effects of this action on unit members’ wages, hours, and working conditions. This MOU shall remain in force and effect unless modified or terminated by mutual agreement. This MOU shall also be subject to modification and revision by mutual agreement should the District adopt a policy and procedure regarding its vaccination mandate.

TERMS

1. The District shall accept the following forms of proof of full COVID-19 vaccine:
 - a. Original Department of Health and Human Services (DHHS) Centers for Disease Control & Prevention (CDC) COVID-19 Vaccination Record Card (which includes name of person vaccinated, date of birth, type of vaccine provided, lot number, date last dose administered and site where administered),
 - b. A photo or paper copy of DHHS CDC COVID-19 Vaccination Record Card,
 - c. A photo of the Holder's DHHS CDC COVID-19 Vaccination Record Card stored on a phone or other electronic device, or
 - d. Paper or digital documentation of vaccination from a healthcare provider or other issuer.

These records shall be kept separately from the unit member’s regular personnel file.

2. Unit members who are working at a district site shall submit proof of vaccination to the Office of Human Resources. Unit members who provide said documentation on or before January 14, 2022 will be paid a \$500 stipend to be disbursed on the February, 2022 paycheck. Any unit member approved by the District for a medical or religious exemption to the vaccination mandate will also receive the incentive.
3. Unit members may seek an exemption to the District's COVID-19 vaccine mandate for at least one of the following reasons:
 - a. Any qualifying physical/mental condition (including pregnancy).
 - b. A sincerely held religious belief, practice, or observance.
 - c. An objection to vaccination based on sincerely held personal beliefs.

4. Unit members will be provided with clear instructions from the Office of Human Resources on how to submit an exemption by December 1, 2021.
5. Unit members who submit a request for reasonable accommodation due to the COVID-19 vaccination mandate or in relation to their assignment for Spring 2022 will contact the Office of Human Resources, who shall be responsible for scheduling an interactive meeting. Unit members may have a CODAA representative with them in the interactive meeting to explore reasonable accommodations. Reasonable accommodations may include, but are not limited to, onsite work which includes providing additional personal protective equipment (PPE) and submission to weekly COVID-19 testing, remote work, or other forms of reasonable accommodations.
6. The District shall provide free COVID-19 testing to all unit members at all district sites that are open to the public. In addition, the District will provide information about the availability of no-cost District-approved COVID-19 testing at off-campus locations. This information will be provided regularly starting January 31, 2022.
7. Unit members must be fully vaccinated against COVID-19 and provide certification of vaccination, unless a District authorized exemption is obtained; or undergo weekly COVID-19 testing and provide proof of negative test results to the person/department designated by the District.
8. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the Parties regarding the COVID-19 vaccination requirement. 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.
9. 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.
10. Modification: This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.
11. Execution: The Agreement may be executed in several counterparts and shall be deemed legally effective at such time as the counterparts thereof, duly executed on behalf of both parties, have been furnished and delivered to the parties or attorneys for the parties to this Agreement.

For the District:

Catherine Levitt

Catherine Levitt (Jan 5, 2022 09:44 PST)

Jan 5, 2022

For the Association:

Zorri S. Wilson

Jan 5, 2022