

**Memorandum of Understanding  
By and Between  
KERN COMMUNITY COLLEGE DISTRICT  
and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and Its Chapters 246, 336, and 617**

This memorandum is entered by Kern Community College District (District) and the California School Employees Association and Its Chapters 246, 336 and 617 (together "CSEA") concerning the District's response to the COVID-19 pandemic.

The District and CSEA recognize the importance of maintaining safe facilities and operations for the benefit of the students and communities served by the District and its faculty and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with COVID-19. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for classified employees who are impacted by the COVID-19 pandemic.

The Association enters this MOU on its own behalf as well as on behalf of classified employees who are members of the bargaining unit represented by the Association in its role as the Exclusive Representative.

The purpose of this MOU is to address ongoing working conditions and campus operations during the COVID-19 public health emergency. This MOU is not intended to change the terms of the current Collective Bargaining Agreement ("CBA") between CSEA and the District but is instead a one-time, non-precedent setting agreement that may not be used as the basis of a past practice by either party.

The Kern Community College District Board of Trustees took action on Board Resolution No. R-4-21 on August 12, 2021 approving and directing the Chancellor to implement a vaccine requirement for the District community including the CSEA classified unit employees.

CSEA recognizes the vaccine requirement will be in effect starting the Fall 2021 semester. Therefore, employees shall receive their second vaccination of Pfizer or Moderna or the single vaccination of Johnson & Johnson or have an exemption request on file with the district no later than November 1, 2021.

Therefore, returning to campus, the parties agree as follows:

1. The District will provide safety equipment (N95 masks, supplies to sanitize and clean the learning environment, etc.) as required by the local Department of Health, the state or federal government, or the District's liability carrier.
2. All COVID-19 safety requirements shall be equitably adhered to by all district employees, students, and others who access district facilities at any district location.
3. The Parties agree that classified employees may contact their local Human Resource Department for any exemptions that may be available to them. Exemptions will be considered on a case-by-case basis. Forms can be found on the COVID-19 District web page. All available exemption options shall be posted on the KCCD District website under the Coronavirus Update.

4. The Parties agree that during these heightened infectious times that all unit employees may be required to wear facial protection while in District facilities.
  - a. The District may require classified members to wear face coverings.
  - b. The District will provide respirators (e.g., N95 mask) upon request regardless of vaccination status.
  - c. "Face covering" means a surgical mask, a medical procedure mask, a respirator worn voluntarily, or a tightly woven fabric or non-woven material of at least two layers. A face covering with no visible holes or openings and, must cover the nose and mouth. A face covering does not include a scarf, ski mask, balaclava, bandana, turtleneck, collar, or single layer of fabric.
  
5. The District agrees to:
  - a. District will post documentation that it has followed all CAL OSHA and HVAC recommendations and all air filtrations systems are up to standards.
  - b. All employees exhibiting COVID-19 symptoms will be offered testing by their employer during working hours.
  - c. The district will provide testing to a classified employee who accesses district property upon request by the classified employee regardless of vaccination status. The employee will be responsible for scheduling the testing through the District's testing protocols.
  - d. Provide room air purifiers in offices as needed and if requested.
  
6. Classified employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk).
  
7. If a classified employee has unique situations or concerns with transitioning back to campus they will discuss with their immediate supervisor. If the employee is uncomfortable discussing with their immediate supervisor, they may contact their CSEA representative or follow the reporting structure outlined for their assigned location.
  
8. In the event a classified employee is exposed to COVID-19 or is taken ill with COVID-19, all available sick leave policies will be available. The parties recognize that as we transition to normalization of District operations, individuals who are unable to return to in-person work will be addressed through the district's accommodation process.
  
9. It is understood that the District will comply with any legislation passed by the Federal government which provides additional paid leave rights related to COVID-19 illness, care of family members with COVID-19 illness, and childcare concerns related to COVID-19.
  
10. District and College administrations have developed safety protocols based on local, state, and federal agency guidelines. If changes to safety protocols occur, District and/or College administrations will communicate and consult with CSEA, when working conditions are discussed.

11. No permanent employee annual evaluations will take place until the sunset of this MOU. The process for newly hired probationary employees will still follow current language in our Collective Bargaining Agreement. This provision will not preclude the District/College from performing evaluations based upon performance concerns outside the annual evaluation process.
  
12. Employees shall be subject to corrective action if they refuse to participate in the vaccination requirement or fail to request an exemption through the interactive process. Employees shall receive their second vaccination of Pfizer or Moderna or the single vaccination of Johnson & Johnson or have an exemption request on file with the district no later than November 1, 2021.
  - a. While participating in the accommodations process, the District's required COVID-19 test shall be at the cost of the District and during the employee's regular work hours.
  - b. Employees who do not participate in the vaccination requirement or fail to request an exemption through the interactive process no later than November 1, 2021 shall receive a written notice of noncompliance.
  - c. Employees who receive a written notice of noncompliance as stated in section 12.b. above will have one calendar week from receipt of such notice to either participate in the vaccination requirement or request an exemption through the interactive process. Employees who fail to take action within the one-week timeframe are subject to being placed on an unpaid leave for a period of one (1) calendar week following the end of the one-week notice.
  - d. If after being placed on an unpaid leave for a period of one (1) week as specified in section 12.c. above, the employee's refusal to participate in the vaccination requirement or request an exemption through the interactive process continues beyond the end of the unpaid one-week leave, the employee shall face further corrective action up to and including termination of employment.
  - e. If the District and the employee are not able to reach a medical exemption accommodation based on undue hardship to the District after having exhausted all steps of the interactive process, the employee shall have the right to exhaust all available paid and unpaid leaves (Article 12) in the classified Collective Bargaining Agreement up to and including being placed on the 39-month rehire list. The District will not contest benefits from the Employment Development Department for employees placed on the 39-month rehire list. This paragraph applies only to valid medical exemption requests properly executed by a medical provider.
  - f. If an employee is granted a religious exemption and the District and the employee are not able to reach a religious exemption accommodation based on undue hardship to the District after having exhausted all steps of the interactive process, the employee shall have the right to exhaust all available paid and unpaid leaves (Article 12) in the classified Collective Bargaining Agreement. Accommodations for sincerely held religious beliefs shall be provided as required by applicable law.

13. CSEA KCCD Chapter Presidents shall be notified, in writing, should there be any changes to protocols and/or the exemption forms.

14. The District agrees that if any other employee group, receive an incentive for participating in the District Vaccination Program, all classified staff shall be given the same incentive.

All other terms and conditions of work shall be in accordance with the current CBA.

This MOU 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 MOU.

This MOU cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both parties.

The District and CSEA understand that the COVID-19 emergency is fluid and changing, and that circumstances may arise that require the parties to revisit the terms and agreements set out in this MOU. Either the District or CSEA may initiate further negotiations relative to working conditions and campus operations during the COVID-19 emergency. It is agreed that this MOU will sunset 6/30/2022.

Upon execution of this MOU, the duty to meet and negotiate regarding the matters set forth in this MOU has been satisfied.

RECOMMENDED FOR RATIFICATION

Signed on September 9, 2021

Kern Community College District

CSEA



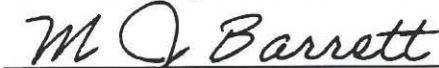
Dena Rhoades  
Interim Vice Chancellor, Human Resources  
Kern Community College District



Tina Johnson, Chapter President #336



Vern Butler, Chapter President #246



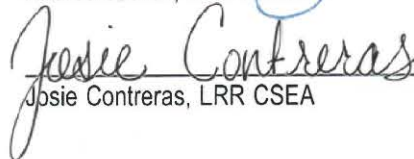
Michael Barrett, Chapter President #617



Sheryl Centro, LRR CSEA



Andrea Juarez, LRR CSEA



Josie Contreras, LRR CSEA