

**Memorandum of Understanding
Cerritos Community College District and the
Cerritos College Faculty Federation, AFT Local 6215
February 3, 2021**

This Memorandum of Understanding (“MOU”) is intended to address the effect on the Cerritos College Campus over immediate concerns relating to the Novel Coronavirus (COVID-19) pandemic, and address any known and identifiable impacts created by the District’s response to the outbreak of COVID-19, currently categorized by the World Health Organization as a globalized pandemic, and declared by the President of the United States and the Governor of California to be a national and state emergency. This Agreement supersedes the prior COVID-19 MOU’s executed on May 6, 2020 and August 26, 2020.

The Cerritos Community College District (“District”) and the Cerritos College Faculty Federation, Local 6215 (“Federation”), herein collectively referred to as the “Parties,” are committed to fulfilling our duty to provide a safe work and educational environment, and agree as follows:

- (1) The Federation will cooperate with the District in any necessary public health actions, including but not limited to those actions recommended by the federal, state, and local Departments of Public Health. The District will comply with all health and sanitation standards in compliance with all applicable local, state, and federal orders and guidelines, as well as the District’s “Return to Campus Plan.” The District shall consult with the Federation in formulating updates to the “Return to Campus Plan.”
- (2) Although reliable attendance at work is a standard business expectation, pandemic conditions challenge this norm. Employees shall continue to perform their assigned work absent a reasonable belief that such work poses a risk to health or safety. Accordingly, the District agrees to be as flexible as possible in permitting leave requests and working with unit members to identify available leaves.
- (3) For the duration of this MOU, unit members who are not otherwise relieved from duty due to a leave of absence are expected to perform duties associated with their instructional or non-instructional assignments, professional obligations, and/or those duties that are otherwise necessary to achieve the District’s mission within their normal scope of work. In exchange, the District will maintain pay and benefits for bargaining-unit employees relative to their regular schedules.

For purposes of stipend payments under this MOU, the District has accepted the recommendation of the CCCAA that Fall 2020 sports be considered part of the Spring 2021 semester.

Every sport will receive the same number of increments as those distributed during the 2019-20 academic year. Stipends will be allocated pursuant to Article 4 of the 2018-21 CBA in order to provide appropriate compensation for duties related to coaching assignments, including but not limited to recruiting, compliance training, attending meetings, preparing schedules related to competitions and/or training, etc. Stipends should be distributed regardless of whether athletic seasons have been modified for cancelled.

- a. Unit members may be assigned to primarily work remotely during the Spring 2021 and Summer 2021 terms as determined by the District;
- b. To the fullest extent possible, instructional and non-instructional services (e.g. counseling and library services) will continue to be offered and will be delivered through a distance

52 modality. Faculty will devote the same contractual hours to preparation and delivery as
53 exist under normal operations;

54
55 c. Instruction will continue to follow the course outline of record and be designed to meet
56 stated learning outcomes in conformance with existing CCCCCO and ACCJC standards.
57 The manner of delivery (e.g. synchronous/asynchronous, etc.) will be left up to the
58 discretion of the instructor, except that the supervising administrator will review to ensure
59 the modification:

- 60
61 1. Satisfies attendance accounting requirements approved by the State Chancellor;
- 62
63 2. Satisfies accreditation and/or CCCCCO standards currently in effect; and
- 64
65 3. Ensure schedule modifications do not create scheduling conflicts.

66
67 d. For the term of this MOU, unit members shall participate in institutional or professional
68 duties in an alternative format (email; Zoom; Skype; etc.) to the extent possible. Those
69 duties that cannot be completed online shall be waived, and unit members shall complete
70 substitute duties as directed by the District for an equivalent period of time as part of their
71 contractual load obligation.

72
73 (4) The District may provide equipment (such as computers, webcams, or tablets) and supplies (such
74 as laboratory materials and digital software), that are reasonably required to effectively conduct
75 online instruction. For faculty unable to work remotely, facilities may be made available on campus
76 for faculty to perform their duties, upon request and subject to space limitations. Faculty shall
77 request access in advance as early as possible, but with a minimum of 24-hour notice and subject
78 to approval by the appropriate administrator, in order to ensure social distancing and facilities
79 sanitation in compliance with CDC guidelines.

80
81 For faculty who share office space, it is expected that faculty will maintain health and safety
82 standards, including social distancing and scheduling alternating attendance arrangements
83 amongst themselves.

84
85 Faculty employees who experience difficulties in sourcing reliable equipment may contact their
86 Division Dean to arrange alternative methods of delivery of educational services to the District's
87 students. The District shall, upon request, allow full-time faculty remote access to hard drives in
88 office computers and to campus z: drives, OneDrive, or other forms of District-approved remote
89 access.

90
91 (5) The District may permit faculty to enter the campus grounds to retrieve materials for instructional
92 or student services or to create instructional material (e.g. lab demonstration videos) that may not
93 be possible to create remotely. Faculty shall request access in advance as early as possible, but
94 with a minimum of 24-hour notice and subject to approval by the appropriate administrator, in
95 order to ensure social distancing and facilities sanitation in compliance with CDC guidelines.

96
97 (6) If the District deems that a lab or class must be split into 2 or more entities while retaining the
98 instructor on record, each entity shall be treated as a separate lab or class. The instructor shall
99 be compensated for each of the newly separated classes or labs at the overload rate (full-time
100 faculty) or hourly rate (part-time faculty), so long as it does not exceed 67% of a full-time faculty
101 load. (Educ. Code § 87482.5.)

103 (7) In the event that a faculty member who is assigned to campus (or a member of the faculty
104 member's household) has symptoms of COVID-19/Coronavirus (e.g. fever, cough, shortness of
105 breath or difficulty breathing, fatigue), the faculty member must self-quarantine away from all
106 District facilities for a period beginning at the start of symptoms and continuing for at least fourteen
107 (14) days.

108
109 Full-time faculty who self-quarantine based upon advice from, or while seeking a diagnosis from,
110 a health care provider after exhibiting symptoms shall complete the attached "Temporary
111 Modification of Assignment due to Sick Leave Tracking Authorization" form (Attachment A).
112 Similarly, those employees who have been advised to self-quarantine for reasonable cause,
113 including being over age 65 or having a compromised immune system or other similar medical
114 condition, and are unable to work as a result, shall be provided with options for further absence
115 from work, as indicated on the "Temporary Modification of Assignment due to Sick Leave Tracking
116 Authorization" form (Attachment A).

117
118 In the event that a faculty member, who is assigned to work on campus) has additional reasonable
119 cause to work remotely (e.g. the need to care for a dependent, a member of their household falls
120 into one of the categories identified by the CDC as being at high risk for serious complications
121 from the pandemic), they should contact their dean for accommodations.

122
123 The Parties acknowledge that leaves authorized by HR-6201 lapsed on December 31, 2020,
124 consistent with the legislative intent of HR 6201/FFCRA. The Parties further agree that if State
125 and/or Federal directive(s), authorization(s), and/or appropriation(s) for additional paid sick leave
126 are approved and implemented, the District shall provide additional leaves and benefits as
127 required by new legislation and directives. If necessary, the parties agree to meet regarding the
128 applicability of said leaves and benefits to faculty members.

129
130 In addition to any other leaves and benefits provided by federal, state, or local law or the current
131 CBA, unit members who must absent themselves from work due to COVID 19 related absences
132 may use leave under the Family Medical Leave Act (Family Medical Leave Act) or the California
133 Family Rights Act (CFRA). Unit members who use FMLA or CFRA may use their accumulated
134 sick leave pay during this period of absences. The District shall pay the balance of supplemental
135 paid sick leave for full-or part-time time faculty members who do not currently have accrued
136 sufficient sick leave to cover the first 14 calendar days of FMLA/CFRA leave.

137
138 COVID-19 related absences shall have been deemed to occur if a member:
139 • is subject to a governmental quarantine or isolation order,
140 • has been advised by a health-care provider to self-quarantine,
141 • is caring for an individual who is subject to governmental or self-quarantine,
142 • is caring for the employee's child because the child's school or child-care provider is closed
143 due to COVID 19, or
144 • is experiencing a substantially similar circumstance related to COVID-19 as specified
145 by the Department of Health and Human Services, in consultation with the
146 Department of Labor.
147 • Exposure to any individual who exhibit symptoms of COVID 19 who has worked on
148 campus in a previous 14 day period.

149
150 Should it become necessary to extend the absence, the member shall complete Attachment A,
151 included in this document, and choose either option A, B, or C. If the member has chosen A,
152 (accumulated sick leave balance), then upon exhaustion of accumulated sick balance, the
153 member may choose option B (Extended Leave; differential pay) or C (Work from home)

- 154
155 (8) Online Instruction
156
157 a. Starting in the Spring 2021 semester, all faculty teaching distance education (as defined
158 by Title 5 CCR §55200) must meet the requirement for minimum competency before the
159 start of the class. In accordance with section 4.7 of the 2018-21 CBA, the District shall
160 offer online professional development/training for all faculty to assist in remote instruction.
161 To meet the minimum competency, all faculty shall have completed, at a minimum, the
162 “Accessibility” and “Regular Substantive Contact” modules in order to instruct
163 online/distance education.
164
165 b. Faculty who previously completed training on both of these components may demonstrate
166 that they have met this requirement by providing verification of completion to the DE
167 Coordinators for review and approval.
168
169 c. Full-time faculty who have completed these modules in 2020-2021 will receive 4 hours of
170 flex credit for these 2 modules. Part-time faculty will be paid after completion of these two
171 modules (2 hours per module for a total of 4 hours) pursuant to Article 8.2(d).
172
173 d. Non-instructional faculty who instruct online/distance education and are not eligible to
174 receive flex credit for the two modules, and who complete mandatory trainings, shall be
175 paid at \$40 per hour (for a maximum of 4 hours).
176
177 e. All full-time and part-time faculty who sign up and satisfactorily complete the full online
178 certification will receive a one-time stipend of \$500. Any instructor who can verify
179 certification in @ONE training, or other District-approved online certification is eligible for
180 the \$500 stipend by completing other District-approved training. Instructors shall present
181 alternate training to the DE Coordinators via email for approval. The District shall provide
182 information on what training is available during Spring 2021.-
183
184 (9) Evaluations: For the Fall 2020 semester and Spring 2021 semester:
185
186 a. Faculty shall use evaluation form(s) that is currently in use to conduct evaluations;
187
188 b. Contract (probationary or “tenure-track”) faculty shall be evaluated in the Fall 2020
189 semester;
190
191 c. Regular (tenured) faculty who were scheduled to be evaluated in Fall 2020 shall have the
192 option of having that evaluation conducted in the Fall 2020 or Spring 2021. Tenured faculty
193 who postponed their scheduled evaluation shall be evaluated in Spring 2021.
194
195 d. Part-time faculty who were scheduled in 2019-2020 and were not evaluated prior to March
196 30, 2020, will be evaluated in the next semester in which they hold an assignment in
197 accordance with the current District/CCFF Agreement;
198
199 e. Part-time faculty who are scheduled to be evaluated in 2020-21 shall have their evaluation
200 conducted as scheduled unless mutually agreed with the appropriate Vice-President.
201 Upon approval, the affected faculty member’s evaluation shall be conducted the next
202 semester in which they hold an assignment.
203
204 f. All student evaluations shall be conducted online during the term of this MOU.

202 Upon approval, the affected faculty member's evaluation shall be conducted the next
203 semester in which they hold an assignment.

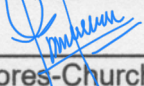
204
205 f. All student evaluations shall be conducted online during the term of this MOU.
206

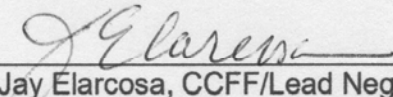
207 (10) Medical Reimbursement: Part-time faculty who qualified for medical reimbursements in
208 accordance with the collective bargaining agreement provisions, and are actively employed at the
209 time they apply, are eligible for *pro-rated* reimbursements for the Spring 2021 semester. The
210 maximum reimbursement shall be \$1,000, as in the CBA. Faculty whose load is 40% or more of
211 a full-time load will be eligible for up to the \$1,000 maximum. Faculty whose load is below 40%
212 will have the maximum reimbursement set by the amount of their load relative to 40%. For
213 example, faculty who work 20% FTE are eligible for up to \$500 reimbursement, as 20% is one
214 half of 40%.

215
216 The Parties agree that this MOU is reached in a changing and fluid physical, social, and political climate,
217 and that subsequent events may require additional discussions, or create additional impacts and effects,
218 and agree to meet and negotiate over those matters in good faith.
219

220 The Parties intend this MOU to settle all impacts and effects currently existing and related to the District's
221 actions and decisions in implementing an emergency change in instructional delivery methods. This MOU
222 shall be non-precedential, and shall not establish or support any claim of "past practice." Further, except
223 where expressly indicated herein, this MOU shall not abrogate the terms and conditions of the Parties
224 2018-2021 Collective Bargaining Agreement.
225

226 The Parties agree and understand that this MOU shall expire and have no further effect after the current
227 public-health crisis has subsided, which shall be determined in relation to any Local, County, State, and
228 Federal order involving quarantine, a declared state of emergency, or similar pronouncements, or on
229 June 30, 2021, whichever occurs first.
230

231 
232 _____ 2/8/2021
233 Dr. Adriana Flores-Church, VP Human Resources Date

234 
235 _____ 5 FEB 2021
236 Jay Elarcosa, CCFF/Lead Negotiator Date

236 **ATTACHMENT A**

237 **Temporary Modification of Assignment Due to Sick Leave**
238 **LEAVE TRACKING AUTHORIZATION**

239 During the possibility of a pandemic, the District is offering temporary accommodations for employees
240 who are sick and need to or are directed to go home to help prevent the disease from spreading. This is
241 a temporary accommodation that may be implemented by the District as needed.

242 Employee Name: _____

243 Department: _____

244 Leave begin date: _____

245 Leave return date: _____

246 Options Available (circle one)

- 247 A. Use my current sick leave balance
248 B. Extended leave (differential) pay
249 C. Work from home (to be arranged with direct supervisor)

250 I, _____, hereby authorize the District to process my leave of absence as
251 indicated above.

252 If Option A:

- 253 • In the event that my leave is exhausted during the pandemic, I hereby authorize the District to
254 process my leave in accordance with option _____ (B/C) above.

255 If Option C:

- 256 • Employee has responsibility for maintaining the security and confidentiality of District files, data
257 and other information that are in the off-site work place.
- 258 • District will not reimburse the unit member for the cost of off-site related expenses such as
259 internet connection, phone service, water, electricity, and any expenses incurred by working
260 from home.
- 261 • Employee may be asked to participate in meetings via online.
- 262 • The failure to adhere to these expectations may have an adverse effect on the continued ability
263 to work from home

286
287
288 • The District may at any time may stop the home work arrangement.
289
290 I represent that I have read and understand this form fully and this request is executed voluntarily and
291 has not been made as a condition of my continued employment.
292

293 Date: _____
294

295 _____
296 Employee signature
297

298 _____
299 Employee Name (printed)
300
301

302 Date: _____
303

304 _____
305 Supervisor's signature
306

307 _____
308 Supervisor's Name (printed)
309
310