

1 **Proposed Memorandum of Understanding**
2 **Between**
3 **Cerritos College Faculty Federation, AFT Local 6215**
4 **And the**
5 **Cerritos Community College District**
6

7 This Memorandum of Understanding (“MOU”) is entered into by and between the Cerritos
8 Community College District (“District”) and the Cerritos College Faculty Federation, CFT
9 Local 6215 (“Federation”), referred to collectively as the “parties.” The purpose of this
10 MOU is to address Spring 2020 evaluations and the District move to distance learning
11 modality (hereafter “distance modalities”) as a result of the COVID-19 pandemic and the
12 local, State, and Federal emergency declarations made in response to the pandemic.
13 This MOU is intended to address those known impacts and effects of the COVID-19
14 pandemic and the emergency transition to distance-learning modalities.
15

16 The District and the Federation acknowledge the hard work and efforts made by faculty
17 in initiating and completing required elements of the Evaluation process prior to the
18 disruption caused by the COVID-19 pandemic, and in the interest of preserving those
19 efforts to the extent practicable, agree as follows:
20

- 21 1. For evaluations that have already been completed in full, those evaluations will
22 stand as completed.
23
- 24 2. Faculty who were scheduled for evaluations in DE classes for the Spring 2020
25 semester shall continue to be evaluated in compliance with the current bargaining
26 agreement.
27
- 28 3. Faculty evaluations in face-to-face and/or hybrid classes shall proceed with their
29 post-evaluation conferences if: the faculty member has been observed in the
30 classroom by all members of their Peer Review Team; the Peer Review team has
31 completed their report; student evaluations have been completed or deemed
32 completed; and the area administrator reviews the Peer Review Team’s report
33 prior to the final day of the Spring semester.
34
- 35 4. Tenured and part-time faculty evaluations that have been substantially completed,
36 including observations from at least two (2) members of the evaluation team, may
37 be completed by mutual agreement among the evaluation team in consultation
38 with the Dean or area administrator, with the evaluation team report and final
39 meeting to be completed before the final day of the Spring semester. Probationary
40 evaluations with two completed observations may be completed with the
41 agreement of the evaluatee.
42
- 43 5. For the purpose of presenting the evaluation team report to the faculty member
44 after it has been accepted by the Dean or area administrator, the evaluation team
45 shall meet and discuss the evaluatee’s strengths and weaknesses and any

46 proposed recommendations for improvement or suggestions for professional
47 growth electronically, e.g. by phone or videoconference.

48

49 6. Spring 2020 faculty evaluations that have not met the student evaluations
50 component or observations as stated above, shall be postponed to the fall 2020
51 term. For tenured faculty, this postponement shall not reset the three (3) year
52 evaluation cycle.

53

54 7. Faculty subject to a performance improvement plan as of March 13, 2020, and for
55 which an evaluation cannot be completed during the Spring 2020 evaluation, shall
56 have the terms of the improvement plan extended through Fall 2020 evaluation in
57 which improvement can be demonstrated.

58

59 8. Student evaluations that were not collected prior to March 13, 2020 shall be
60 deemed to be "neutral," and an otherwise substantially complete evaluation shall
61 be deemed "complete" at the discretion of the evaluation team in consultation with
62 the Dean or area administrator, for this evaluation only.

63

64 9. If a spring evaluation for a contract (probationary) faculty member cannot be
65 completed based on the terms above, the Spring 2020 evaluation shall be waived
66 subject to the remaining terms of this agreement.

67

68

69 This MOU cannot be changed or supplemented orally, and may be modified or
70 superseded only by a written instrument executed by both Parties. This agreement does
71 not set precedent in future situations nor may it be used as the basis of a past practice
72 by either party. This MOU shall apply only to those evaluations that were scheduled to
73 occur during the Spring 2020 semester, whether completed or delayed, and shall apply
74 to no other evaluations scheduled to occur during earlier or later evaluation cycles.

75

76 The Parties agree that this MOU shall be reopened not later than June 5, 2020, to address
77 the Fall 2020 evaluation cycle, including the procedures to be implemented in the instance
78 that distance education modalities continue in place, as well as the impacts and effects
79 that arise as the situation continues to evolve.

80

81

82

83

84

85

86

87

88

89

90

5/6/2020

Dr. Adriana Flores-Church, VP Human Resources

Date

6 May 2020

Jay Elarcosa, CCFF/Lead Negotiator

Date