

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 161  
AND  
THE CERRITOS COMMUNITY COLLEGE DISTRICT**

**MAY 8, 2020**

This memorandum is agreed between the Cerritos Community College District (“District”) and the California School Employees Association and its Chapter 161 (“CSEA”) concerning the District’s response to the coronavirus (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 teachers 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 coronavirus. 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 District employees who are impacted by the pandemic.

The terms and conditions of the Collective Bargaining Agreement between the Parties, and the substantive rights of unit members guaranteed therein, shall not be modified by this MOU except as provided herein.

To these ends, the District and CSEA agree as follows:

1) Definitions

- a. On Site: Employees will report to work to their worksite as usual. However, in the event of a closure, these employees within then-existing applicable law, rule and regulations, may be required by the District to come into work in order to continue necessary services on campus.
- b. Remote Work: These employees will receive guidance from their direct supervisor on the scope of work expected to be performed and necessary remote access that may be needed. Supervisors and team members should discuss daily or other short-term goals, projects and deadlines regarding expected work completion. Work expectations shall be within the range of duties assigned, or reasonably comprehended within those assigned, to unit members in accordance with Education Code § 88009. In the event that employees are directed to perform duties that are inconsistent with their position for a period of more than 5 working days in a fifteen-calendar-day period, employees shall be eligible for out-of-class pay in accordance with Education Code § 88010 and the Parties collective bargaining agreement. Employees should frequently be in communication (either online or in person) to discuss progress with their direct Supervisor.

2) Agreements:


- a. The District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students.
- b. The District agrees to provide a safe and sanitary work environment for employees per OSHA regulations and guidance from the Centers for Disease Control. Should a unit member have a specific issue or request, they are advised to contact Facilities for immediate action. The District will inform its employees in public health measures, including currently prevailing standards in hygiene and sanitation, to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures. CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety.
- c. Sick leave policies will be liberally construed to encourage employees not to infect others by coming to work. Similarly, those employees with medical proof of susceptibility to the virus will be granted leave as liberally as possible when consistent with the school's operational needs. Employees shall be granted reasonable accommodations for known medical conditions, upon request, on an individual basis.
- d. All classified unit members shall be considered "on-site" employees unless directed otherwise by their Supervisor, or on a District approved leave, or assigned to "remote work."
- e. For the period between March 18, 2020 and March 31, 2020, all unit members who were not working due to COVID-19, shall be considered to have been on paid administrative leave for payroll purposes.
- f. In the event that an Employee in the bargaining unit is authorized to perform "remote work," including performing administrative tasks, responding to electronic correspondence, and/or participating in audio- or video-conferencing, the Employee shall be available for work and compensated for their regular hours of work for the entire period in which they are regularly scheduled.
- g. The Family First Coronavirus Response Act (FFCRA) outlines leaves that may be available to employees due to the effects of COVID-19. All unit members received notice of their rights under the FFCRA on March 27, 2020, by receipt of the DOL poster, included as an example at Attachment B. Further, an employee will be allowed to supplement this paid sick leave with accrued leaves in order to remain whole in salary.

- h. The District may seek to add additional school days to this school year or next year. Unit members that are 12-month employees shall be directed and assigned as needed. Compensation and hours shall be determined by the Collective Bargaining Agreement, including provisions for overtime assignments, as determined on a case-by-case basis due to operational needs. Unit members working less than 12-months may be offered additional assignments based upon programmatic needs and will be paid compensation on a *pro rata* basis for the additional assignment or service in accordance with Education Code Section 88002.
- i. An employee without paid leaves available shall be allowed to request unpaid leave with no detriment to their employment status with the District, or they may borrow hours from 2020-2021 by making a designation on the "Leave Tracking Authorization" form. Leaves shall be granted liberally, unless the employee is deemed to be critical to the District's mission.
- j. The attached "Leave Tracking Authorization" form (Attachment A) shall be completed by the employee and authorized by the designated manager prior to an assignment to perform "remote work," including the choice of leave to be used in the event the remote work assignment ends. In the event the remote work ends due to reasons not related to performance, the manager must give the employee at least two (2) work days' notice of the change in circumstance and the employee's current leave balance. By the end of the second work day after the employee has been notified, the employee must submit a new "Leave Tracking Authorization" form to their immediate Supervisor/Manager.

The Parties agree and understand that this MOU shall expire after the current public-health crisis has subsided, which shall be determined in relation to any Local, County, State, and Federal order involving quarantine, a declared state of emergency, or similar pronouncements, or on December 31, 2020, whichever occurs first.

The Parties intend this MOU to settle all impacts and effects currently known, existing, and related to the District's actions and decisions in implementing an emergency response. However, the Parties agree that subsequent events may require additional discussion or create additional impacts and effects, and agree to meet and negotiate over those matters in good faith.

Dated: 5/8/2020

By:   
\_\_\_\_\_  
Dr. Adriana Flores-Church  
For the District

Dated: 05/08/2020

By:   
Kathy Hogue  
For California School Employees Association

Dated: 05/11/2020

By:   
Heng Lim  
For California School Employees Association

Temporary Modification of Assignment

**LEAVE TRACKING AUTHORIZATION FOR CLASSIFIED**

During the COVID-19 pandemic, the District is offering temporary accommodations for employees who are sick or allowing employees to work from home to help prevent the disease from spreading. This is a temporary accommodation that may be implemented by the District as needed.

Employee Name: \_\_\_\_\_

Department/Division \_\_\_\_\_

Leave/modification begin date: \_\_\_\_\_

Options Available (**circle one only**)

- A) Work from home (to be arranged with direct manager with VP's approval)
- B) Use current sick leave balance
- C) Use comp time or vacation time balances
- D) Make up time upon return to work (FT maximum 96 hours, PT maximum 48 hours)
- E) Borrow hours from 2020-2021 (FT maximum 96 hours, PT maximum 48 hours)
- F) Extended leave ½ pay (Full-time)
- G) Use FFCRA leave

**If Option A:**

- Employee has responsibility for maintaining the security and confidentiality of District files, data and other information that are in the off-site workplace.
- District will not reimburse the staff member for the cost of off-site related expenses such internet connection, phone service, water, electricity, and any expenses incurred by working from home.
- Overtime must be approved in advance and will generally not be required while working from home. Schedule is to be determined by the direct manager. If the employee needs to change his or her schedule, he or she agrees to obtain advance written approval from the manager.
- If necessary, the employee may be asked to make regular visits to the on-site workplace to review work and progress with the direct manager.
- Employee may be asked to participate in meetings or perform work via online resources, such as Zoom, Skype, e-mail, and messaging services.

- I understand that my failure to adhere to the expectations set by my direct manager may have an adverse effect on my continuance to work from home.
- I further understand that the District, at any time, may stop the work from home arrangement by notifying the employee of the change in their work status.

**If Option B or C:**

- In the event that my designated choice of leave is exhausted during the pandemic, I hereby authorize the District to process my leave and begin deducting leave balances in accordance with option \_\_\_\_\_ (D, E, or F) above.

**If Option D &E:**

- I further agree that, in the event I separate from employment with the college prior to the full repayment of the total amount set forth above, the District may withhold the remaining amount owed from my final pay.

**If Option G:**

- I have reviewed the information about the FFCRA, and am unable to work on-site or remotely because of one the qualifying reasons. I agree to provide additional information as necessary to permit the use of leave for this purpose.

I hereby authorize Cerritos Community College District to process my leave of absence or modification of assignment as indicated on this form. I understand that I may modify my leave of absence or modification by amending this form, with the District's approval.

I represent that I have read and understand this form fully and this request is executed voluntarily.

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Name (printed)

\_\_\_\_\_  
Employee signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Manager's Name (printed)

\_\_\_\_\_  
Manager's signature

# EMPLOYEE RIGHTS

## PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The Families First Coronavirus Response Act (FFCRA or Act) requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

### ► PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- $\frac{2}{3}$  for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at  $\frac{2}{3}$  for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

### ► ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). Employees who have been employed for at least 30 days prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.

### ► QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to telework, because the employee:

- |   |   |
|---|---|
| <ol style="list-style-type: none"><li>1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;</li><li>2. has been advised by a health care provider to self-quarantine related to COVID-19;</li><li>3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;</li><li>4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);</li></ol> | <ol style="list-style-type: none"><li>5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or</li><li>6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.</li></ol> |
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### ► ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

For additional information  
or to file a complaint:

**1-866-487-9243**

TTY: 1-877-889-5627

[dol.gov/agencies/whd](https://www.dol.gov/agencies/whd)



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