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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CERRITOS COMMUNITY COLLEGE DISTRICT AND  
CERRITOS COLLEGE FACULTY FEDERATION, AFT Local 6215  
September 24, 2021**

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This Memorandum of Understanding between the Cerritos Community College District and the Cerritos College Faculty Federation, AFT Local 6215 (“CCFF”) is expressly made pursuant to the Education Employment Relations Act and the current Collective Bargaining Agreement between the parties. This Memorandum of Understanding (“MOU”) is intended to address the District’s COVID-19 Vaccination/Testing Resolution passed by the Board of Trustees on August 4, 2021. This Agreement further supplements those prior COVID-19 MOUs executed by the parties that remain in effect.

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This Memorandum of Understanding (MOU) shall continue in effect through December 31, 2021. This MOU may only be revised or extended in writing.

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**TERMS**

1. As a condition of physically accessing any District building, classroom, library, gymnasium, facility, or other indoor setting, all unit members shall either: 1) present proof that they have been fully vaccinated against SARS-CoV-2 virus (COVID-19); or 2) undergo regular testing for COVID-19 infection and produce proof of negative COVID-19 test results.
2. **PROOF OF VACCINATION:** Unit members who require access to District facilities and are fully vaccinated against COVID-19 may provide to the District verification of vaccination status by uploading proof of vaccination to OptimumHQ.

Proof of vaccination status may be provided by unit members through any one of the following methods:

- a. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered);
- b. Photo of a Vaccination Record Card as a separate document;
- c. Photo of the Vaccination Record Card stored on a phone or electronic device;
- d. Documentation of COVID-19 vaccination from a health care provider; or
- e. Digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type. The QR code must also confirm the vaccine record as an official record of the state of California.

Unit members may retrieve digital vaccination records through CDPH at the following site: <https://myvaccinerecord.cdph.ca.gov/>.

3. **VACCINATION INCENTIVE PROGRAM**

All unit members who have a Fall 2021 assignment and who provide proof of vaccination uploaded to OptimumHQ by September 30, 2021, shall receive a one-time incentive of \$500.

Unit members who have a Fall 2021 assignment who provide proof of vaccination uploaded to OptimumHQ between October 1 and October 31, 2021, shall receive \$250. Vaccination records shall be subject to verification through the California database. It is

56 the responsibility of the unit member to ensure that the State of California has the correct  
57 information related to the verification of the vaccination record. Unverified records will be  
58 deemed ineligible for the incentive program, shall be fully investigated, and disciplinary  
59 action may be initiated if a unit member is discovered to have submitted fraudulent/forged  
60 records. Unit members who are unable to upload proof of vaccination record to  
61 OptimumHQ may contact the Office of Human Resources for assistance in documenting  
62 the proof of vaccination.

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64 4. HEALTH AND MEDICAL RECORDS RELATED TO VACCINATION STATUS: The  
65 District will follow all applicable state and federal requirements relating to accessing and  
66 maintaining of any unit member's health or medical information. Any proof of vaccination  
67 an employee provides to the District will be stored in a manner consistent with applicable  
68 law and in accordance with District procedure for storing medical information for  
69 employees. Deans/area managers shall not have access to unit member proof of  
70 vaccination, except where allowable by law.

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72 5. EXEMPTION FROM VACCINATION: Unit members may be exempt from receiving the  
73 COVID-19 vaccine under the following circumstances:

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75 a. Medical Exemption: The unit member will submit a written statement from a  
76 licensed medical provider exempting them due to personal disability or serious  
77 medical condition. This exemption must be submitted on the provider's letterhead  
78 with the provider's printed name, license number, signature, and date the  
79 exemption was issued. Employees should submit the statement to the Office of  
80 Human Resources.

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82 b. Religious Exemption: If a unit member objects to the COVID-19 vaccination on  
83 the basis of a sincerely held religious belief, the unit member must complete and  
84 submit the corresponding Religious Accommodation Request Form for COVID-  
85 19 Vaccination available from the Office of Human Resources. Unit members  
86 shall submit the completed form to the Office of Human Resources.

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88 5. DECLINING TO SHARE VACCINATION STATUS: Unit members who decline to share  
89 their vaccination status with the District shall be considered not fully vaccinated and  
90 undergo regular testing for COVID-19 infection and produce proof of negative COVID-19  
91 test results.

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93 6. DISTRICT PROVIDED VACCINATION: The District may actively coordinate with a local  
94 health department (LHD) to arrange for vaccinations on site, which may be accessed by  
95 unit members during work hours. The District shall notify all unit members via District email  
96 or other reliable means immediately of the availability or coming availability of the vaccine  
97 and other relevant policies regarding vaccinations. Unit members may be released from  
98 duty upon mutual agreement of the unit member and their dean or area manager if the  
99 vaccination appointment takes place during the workday. Unit members who become ill  
100 as a result of being vaccinated may use COVID-19 leave, if available and/or workers  
101 compensation, which shall not be deducted from the member's sick, personal, or extended  
102 illness leave.

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104 7. TESTING

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106 a. Regular testing shall be completed once each calendar week.

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108 b. The unit member shall complete the COVID-19 test no more than 72 hours before  
109 the unit member arrives on campus for their first regularly scheduled assignment  
110 for the week.

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- c. The unit member shall submit either results of rapid antigen test taken within 24 hours but no later than 12 hours prior to their first scheduled assignment or diagnostic lab (PCR) test results received within 72 hours of their first scheduled assignment to the District via OptimumHQ.
  - d. Unit members who provide proof of full vaccination shall not be required to undergo regular testing for COVID-19. Unit members who provide proof of vaccination may be required to undergo regular testing for COVID-19 infection and produce proof of negative COVID-19 test results if fewer than 14 days have passed since the unit member received their second vaccination shot.
  - e. Unit members who are not vaccinated or who decline to share their vaccination status with the District shall undergo regular (weekly) testing for COVID-19 infection and produce proof of negative COVID-19 test results to the District via the OptimumHQ portal. The uploaded documentation shall include the following information:
    - The unit member's name and Date of Birth
    - The name of the testing site
    - The time and date the test was performed
    - The results of the COVID-19 test
  - f. The District is providing COVID-19 testing on site at no cost to unit members. The District is also providing a list of free and/or low cost testing sites to all unit members. Unit members employed hourly (counselors, librarians, and instructional specialists) may be released during their scheduled work hours at times that are pre-arranged with their Dean/Area Manager in an effort to avoid conflict with scheduled direct student contact. This time shall be limited to the actual time needed to be vaccinated or tested and shall have no impact on the load of the unit member. Unit members shall incur any cost of off-site testing or vaccinations.
  - g. In the event that a unit member is unable to access their test results prior to their first use of District facilities for the week, the District will accept rapid antigen testing results taken within the last 24 hours but no later than 12 hours prior to their first scheduled assignment.
    - 1. Unit members who provide a negative test result shall be allowed to complete their regular assignment on campus for the remainder of the week.
    - 2. In the event that a unit member provides proof of testing within the timelines of 7.c above and is unable to access their test results prior to their first use of District facilities for the week the unit member should contact their Dean/Area Manager to discuss temporary alternative assignments. The District shall make reasonable effort to provide a temporary alternative assignment for the unit member. Alternative assignments may include telecommuting, synchronous and/or asynchronous assignments and/or other versions of remote work.
8. **FAILING THE EMPLOYEE SCREENING QUESTIONNAIRE:** Unit members who receive a "red badge" in the OptimumHQ daily employee screening, regardless of vaccination status, shall not come to campus and shall follow procedures outlined in the Return to Campus Plan. If a unit member is scheduled and on campus at the time a "red badge" is received, the unit member may visit the Student Health Services building and be tested.

165 If available, the unit member shall have the option to choose either a PCR test or rapid  
166 antigen test.

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168 After testing, unit members who receive a negative result shall be allowed to complete  
169 their on campus work assignment for that day.

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171 9. Unit members who receive a positive result shall be required to leave campus for the day  
172 and shall be released to return to work after following the applicable guidelines on return  
173 to work.

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175 10. GUIDELINES FOR RETURNING TO WORK

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177 Unit members should refer to page 26 of the Return To Campus Plan when determining  
178 the guidelines for returning to work.

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180 Given the fast-changing nature of this pandemic, the Parties may amend, delete, or add to this  
181 Agreement with mutual consent. The Parties agree to come together if/when changes are made  
182 to the vaccination/testing process, including but not limited to: one or more of the available  
183 vaccines becomes FDA approved, required testing frequency changes, the District changes the  
184 method of reporting proof of vaccination and/or negative COVID-19 test, and the District makes  
185 changes to and/or amends the resolution passed at the Board of Trustees meeting on August 4,  
186 2021.

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188 This MOU shall expire in full without precedent on December 31, 2021, unless shortened or  
189 extended by mutual written agreement of the Parties. This Agreement is non-precedential, will  
190 not bind the Parties in any future action, whether under similar circumstances or not, and cannot  
191 be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as  
192 evidence of past practice or intent of the parties or meaning or application of the collective  
193 bargaining agreement.

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195 Cerritos Community College District

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198 [Adriana Flores-Church \(Sep 24, 2021 18:57 PDT\)](#)


199 Dr. Adriana Flores-Church  
200 Vice President Human Resources

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202 [Rex Randall Erickson \(Sep 24, 2021 17:02 PDT\)](#)

203 Randy Erickson  
204 Attorney for the District

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Cerritos College Faculty Federation,  
AFT Local 6251



Dr. April Bracamontes  
CCFF/Lead Negotiator



Dr. Lynn Wang  
CCFF President












# 04-FINAL-MOU-Vax-2021-09-24


Final Audit Report

2021-09-25

Created:	2021-09-24
By:	Donna Sheibe (DSHEIBE@CERRITOS.EDU)
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-  Document created by Donna Sheibe (DSHEIBE@CERRITOS.EDU)  
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-  Document emailed to April Bracamontes (abracamontes@Cerritos.edu) for signature  
2021-09-24 - 11:52:46 PM GMT
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 Agreement completed.

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