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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CERRITOS COMMUNITY COLLEGE DISTRICT AND
CERRITOS COLLEGE FACULTY FEDERATION, AFT Local 6215
December 21, 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 return to campus following the Novel Coronavirus (COVID-19) pandemic and the anticipated lifting or modification of the federal, state, and local declarations of emergency. This Agreement supersedes all prior COVID-19 MOUs executed by the parties.

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This Memorandum of Understanding (MOU) shall take effect January 1, 2022, and shall continue in effect through May 20, 2022. If emergency orders are still in place as of May 20, 2022, the District and the Federation may mutually agree to extend or re-negotiate the terms of the MOU. This MOU may only be revised or extended in writing.

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TERMS

1. The District expects a partial return to on-campus operations for the Spring 2022 semester. The District and CCFF 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. The Parties further agree that reasonable continuity of District operations shall be maintained, and reasonable accommodation shall be made for District employees who are impacted by the pandemic, as provided for by law.
2. The District has the sole and exclusive right to determine whether a campus/site is closed, maintained as open, or reopened after closure.
3. During the Spring 2022 semester, the District shall operate at 50% capacity under the modality and class size/service area as outlined in the Cerritos College [Return to Campus Plan](#). Individual unit members may request increased class size/service area in face-to-face student interactions in conformance with public health and safety guidelines.
4. In order to ensure the safety of faculty members returning to campus for their assignments, the District acknowledges its statutory obligation to provide a reasonably safe and sanitary working environment in conformance with COVID-19 guidelines issued by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH), California Chancellor of Community Colleges Office, the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), the Los Angeles County Office of Public Health, as well as other health orders from state and local public health officers. These guidelines may include, but are not limited to, items such as maximum occupancy of classrooms; social distancing requirements for all instructional spaces; screening and testing of all persons coming on campus by District-trained personnel; limits on the number of classes/students allowed on campus and within each building at any given time; limits on hallway and bathroom use; cleaning and disinfecting requirements; tracing and notification of exposure; ensuring the appropriate open ventilation and air circulation; and the provision of personal protective equipment (PPE) for faculty and students.

COVID-19 health and safety information can be found at:

- Center for Disease Control (“[CDC](#)”)
- California Department of Public Health (“[CDPH](#)”)

- 55 • California Community College Chancellor's Office ("[CCCCO](#)")
- 56 • California Department of Industrial Relations Division of Occupational Safety
- 57 and Health ("[Cal/OSHA](#)")
- 58 • Los Angeles County Office of Public Health ("[LACPH](#)")

59
60 The Federation will cooperate with the District in any necessary public health actions,
61 including but not limited to those actions recommended by the federal, state, and local
62 Departments of Public Health.

- 63
- 64 5. The District shall comply with the [Return to Campus Plan](#) on District campuses and at
65 District remote sites and any subsequent iterations as made in conformance with
66 applicable federal, state, and local health and safety laws and guidelines. The District
67 shall formulate policies, procedures and implementation, ongoing monitoring,
68 troubleshooting and modifications to the "Return to Campus Plan" through the
69 established Return to Campus Task Forces. There shall be at least two faculty
70 appointed to each of the task forces, to be appointed by CCFF and the Faculty Senate.

71

72 6. Communication and/or Notifications

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74 The Federation shall be invited to participate in all return-to-campus area walkthroughs
75 and shall be informed, in writing, of those walkthrough meetings.

- 76
- 77 7. All visitors, students, and employees are expected to observe state, federal, and local
78 directives and guidelines, as well as the District's Return to Campus Plan, when at a
79 District campus or remote site. Faculty shall have the authority to require students to
80 comply with state, federal, and District-established COVID-19 health and safety. Faculty
81 will also have the option to ask a student to leave a classroom/workspace or cancel a
82 class meeting with no loss of pay or leave if the situation with a student warrants in
83 accordance with the Education Code and District Board Policy 5500 and Administrative
84 Procedures 5520. Any full-time unit member who completes the District's De-Escalation
85 Training during the term of this MOU is eligible to request equivalent Flex credit based
86 upon the length of the training.

87

88 8. Sick leave for COVID-19-related illness and family care:

89

90 a. The District will provide unit members with all applicable COVID-19-related
91 leaves and entitlements as required under state and federal law.

92

93 b. The Parties further agree that the District will provide unit members with any
94 additional leaves or entitlements as provided for in any applicable COVID-19-
95 related state and/or federal directive(s), authorization(s), and/or appropriation(s),
96 as authorized by law.

97

98 c. Employees who have had a close contact with persons having COVID-19 and
99 are excluded from the workplace shall be subject to the provisions of 8 C.C.R.
100 3205(c)(9).

101

102 9. Accommodations

103

104 a. In the event that a faculty member who is assigned to work on campus has
105 additional reasonable cause to work remotely as permitted by law (e.g., the need
106 to care for a dependent, a member of their household falls into one of the
107 categories identified by the CDC as being at high risk for serious complications
108 from the pandemic), they should contact their Human Resources to determine

109 whether any reasonable accommodations are appropriate. Unit members with
110 underlying health conditions, unable to access District facilities shall engage in an
111 interactive accommodation meeting with the Human Resources to determine the
112 most appropriate accommodation(s). Accommodation meetings can be either
113 virtual or in person. CCFF shall be permitted to attend any accommodation
114 meeting at the request of the unit member.

- 115
- 116 b. Entitlement to reasonable accommodations for dependent care shall be available
- 117 as provided for by applicable law.
- 118

119 10. Classroom Cleaning

120

121 Faculty members will adhere to all COVID-19 safety plans/protocols. Faculty are not
122 required to perform any custodial duties regarding the cleaning and sanitizing of
123 classrooms. Faculty are expected to clean their personal workspace, and will ask students
124 to clean their own workstations at the end of each session as needed.

125

126 11. Evaluation.

127

128 Unit members will be evaluated in accordance with the provisions of Article 16 of the
129 Federation's collective bargaining agreement. The parties agree that the evaluation
130 activities may be conducted remotely. The focus of these evaluations will be on the
131 performance standards as outlined in the evaluation instrument.

132

133 All student evaluations shall be conducted online for the duration of this MOU.

134

135 Evaluations that were not completed during the Fall 2021 semester must be completed in
136 the Spring 2022 semester.

- 137
- 138 12. Office hours shall be held virtually. Faculty shall be permitted to attend District/Faculty
- 139 meetings and other applicable faculty-related District meetings virtually subject to
- 140 applicable law.
- 141

142 13. Pandemic Related Compensation for Spring 2022

143

144 The following applies to sections that are allowed to run during the Spring 2022
145 semester:

- 146
- 147 a. *Online-Only Classes*: Sections that are scheduled solely for synchronous or
- 148 asynchronous online delivery (i.e., identified as REMOTE or ONLINE in Schedule
- 149 Plus) shall be paid at the member's regular rate.
- 150

- 151 b. *100% In-Person Classes*: Sections that are scheduled as 100% in-person shall
- 152 be paid at the member's regular rate.
- 153

- 154 c. Hybrid classes

- 155 1. Sections which include both an online and an in-person component (i.e.,
- 156 identified as HYBRID in Schedule Plus) delivered to at least two separate
- 157 groups of students on an alternating basis (e.g., to accommodate room
- 158 capacity restrictions due to COVID-19 safety protocols) shall be compensated
- 159 for the scheduled in-person hours of instruction, as provided for below:

- 160 a. For sections in which the in-person component is scheduled for all of
- 161 the required contact hours specified in the Course Outline of Record
- 162 (COR), the unit member shall receive additional compensation for

163 each in-person contact hour met each week. The instructor shall
164 receive additional compensation for the in-person component at 75%
165 of the required contact hours per the COR.
166

- 167 i. Additional compensation for hybrid classes shall be paid at the
168 member's overload rate (full-time faculty) or hourly rate (part-
169 time faculty)
- 170 ii. Additional compensation for hybrid classes shall have no
171 impact on the calculation of faculty load.
- 172 iii. In instances where a remote section of lecture/lab is
173 connected to a hybrid section of lecture/lab there shall be no
174 additional pay for the lecture/lab sections identified as remote.
175

176 b. For sections in which the in-person component is scheduled for fewer
177 than the required contact hours specified in the Course Outline of
178 Record (COR), the unit member shall receive additional compensation
179 at 75% for each scheduled in-person contact hour met each week.
180

- 181 i. Additional compensation for hybrid classes shall be paid at the
182 member's overload rate (full-time faculty) or hourly rate (part-
183 time faculty).
- 184 ii. Additional compensation for hybrid classes shall have no
185 impact on the calculation of faculty load.
- 186 iii. In instances where a remote section of lecture/lab is
187 connected to a hybrid section of lecture/lab there shall be no
188 additional pay for the lecture/lab sections identified as remote.
189

190 2. Unit members assigned to the semi-independent math courses shall be
191 compensated based upon the percentage of their hybrid sections relative to their
192 release time instructional load.
193

194 For example, faculty receiving 12 units of release time (80% release time) who
195 are teaching 10 hybrid sections out of 20 sections assigned (50%) will be
196 compensated for 6 units.
197

198 14. Class Cancellations/Minimums for Spring 2022 199

200 When scheduled, the District shall make reasonable efforts to move in-person classes to
201 an alternate session and/or modality prior to the cancellation of the section in question.
202

203 15. Faculty Without Designated Office Space 204

205 Both of The Parties acknowledge hybrid and in person assignments necessitates access
206 to an office space beyond the classroom. For faculty without a designated office space, a
207 list of work areas will be available.
208

209 16. Mitigating Pandemic Impacts on Part Time Faculty 210

211 Part-Time Faculty have the right to refuse an in-person assignment during the duration of
212 this MOU for documented medical reasons and other legally protected leaves (e.g.,
213 dependent care, high risk individuals, and/or living with high risk individuals, etc.) without
214 it counting as a refusal in the calculation or loss of seniority.
215
216

217 16. COVID-19 Testing

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219 The District shall provide free COVID testing to bargaining unit employees who are
220 identified as having been exposed to COVID-19 while performing services on District
221 premises during an outbreak.

222
223 17. Online Instruction

224
225 a. All faculty teaching distance education (as defined by Title 5 CCR §55200) must meet
226 the requirement for minimum competency before the start of the class. In accordance
227 with section 4.7 of the 2018-21 CBA, the District shall offer online professional
228 development/training for all faculty to assist in remote instruction. To meet the
229 minimum competency, all faculty shall have completed, at a minimum, the
230 "Accessibility" and "Regular Substantive Contact" modules in order to instruct
231 online/distance education.

232
233 b. Faculty who previously completed training on both of these components may
234 demonstrate that they have met this requirement by providing verification of
235 completion to the DE Coordinators for review and approval.

236
237 Given the fast-changing nature of this pandemic, the Parties may amend, delete, or
238 add to this Agreement with mutual consent.

239
240 This MOU shall expire in full without precedent on May 20, 2022, unless shortened or extended
241 by mutual written agreement of the Parties.

242
243 This Agreement is non-precedential, will not bind the Parties in any future action, whether under
244 similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint,
245 administrative or legal proceeding as evidence of past practice or intent of the parties or
246 meaning or application of the collective bargaining agreement.

247
248 Cerritos Community College District

Cerritos College Faculty Federation,
AFT Local 6215

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250 
Adriana Flores-Church (Dec 23, 2021 16:32 PST)



251 Dr. Adriana Flores-Church
252 Vice President Human Resources

251 Dr. April Bracamontes
252 CCFF/Lead Negotiator

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254 
Rex Randall Erickson (Dec 23, 2021 09:54 PST)



255 Randy Erickson
256 Attorney for the District

255 Dr. Lynn Wang
256 CCFF President











MOU-Spring-2022-Extension-2021-12-21_Updated


Final Audit Report

2021-12-24


Created:	2021-12-22
By:	Kelly Rios (krios@cerritos.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPTosTW79_FoAGB4hgc9Tji-0iBZrB6jD

"MOU-Spring-2022-Extension-2021-12-21_Updated" History

-  Document created by Kelly Rios (krios@cerritos.edu)
2021-12-22 - 11:07:10 PM GMT- IP address: 198.188.96.4
-  Document emailed to April Bracamontes (abracamontes@Cerritos.edu) for signature
2021-12-22 - 11:07:57 PM GMT
-  Email viewed by April Bracamontes (abracamontes@Cerritos.edu)
2021-12-23 - 1:47:04 AM GMT- IP address: 54.219.183.184
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Signature Date: 2021-12-23 - 1:47:20 AM GMT - Time Source: server- IP address: 172.248.34.245
-  Document emailed to Lynn Wang (lwang@Cerritos.edu) for signature
2021-12-23 - 1:47:21 AM GMT
-  Email viewed by Lynn Wang (lwang@Cerritos.edu)
2021-12-23 - 6:10:24 AM GMT- IP address: 13.52.61.199
-  Document e-signed by Lynn Wang (lwang@Cerritos.edu)
Signature Date: 2021-12-23 - 3:44:16 PM GMT - Time Source: server- IP address: 172.58.20.219
-  Document emailed to Rex Randall Erickson (rerickson@ericksonlaw.com) for signature
2021-12-23 - 3:44:18 PM GMT
-  Email viewed by Rex Randall Erickson (rerickson@ericksonlaw.com)
2021-12-23 - 5:54:15 PM GMT- IP address: 107.199.166.73
-  Document e-signed by Rex Randall Erickson (rerickson@ericksonlaw.com)
Signature Date: 2021-12-23 - 5:54:59 PM GMT - Time Source: server- IP address: 107.199.166.73

 Document emailed to Adriana Flores-Church (ACHURCH@CERRITOS.EDU) for signature

2021-12-23 - 5:55:00 PM GMT

 Email viewed by Adriana Flores-Church (ACHURCH@CERRITOS.EDU)

2021-12-24 - 0:30:59 AM GMT- IP address: 52.53.158.49

 Document e-signed by Adriana Flores-Church (ACHURCH@CERRITOS.EDU)

Signature Date: 2021-12-24 - 0:32:16 AM GMT - Time Source: server- IP address: 72.211.198.149

 Agreement completed.

2021-12-24 - 0:32:16 AM GMT