

1 **ADDENDUM TO MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN THE CERRITOS COMMUNITY COLLEGE DISTRICT AND**
3 **CERRITOS COLLEGE FACULTY FEDERATION, AFT Local 6215**
4 **February 25, 2022**

5
6 This Addendum to the Memorandum of Understanding (MOU dated December 21, 2021)
7 between the Cerritos Community College District and the Cerritos College Faculty Federation,
8 AFT Local 6215 ("CCFF") is expressly made pursuant to the Education Employment Relations
9 Act and the current Collective Bargaining Agreement between the parties. This Addendum to the
10 Memorandum of Understanding ("MOU") is intended to address the impacts and effect of the
11 COVID-19 Booster Guidance from the Los Angeles Department of Public Health. This Agreement
12 further supplements the prior COVID-19 MOU relating to the COVID-19 vaccine mandate which
13 was executed by the parties December 21, 2021, which shall remain in effect subject to the
14 following.

15
16 All other provisions of the vaccine mandate MOU entered on December 21, 2021, shall be
17 deemed unchanged unless otherwise indicated below. This Addendum to the Memorandum of
18 Understanding (MOU) shall continue in effect through June 30, 2022. This MOU may only be
19 revised or extended in writing.

20
21 **TERMS**

22
23 [...]

24 7. Mandatory Testing Requirement

- 25
26 a. All unit members who have a District documented medical or religious exemption, shall
27 undergo regular (weekly) testing for COVID-19 infection and produce proof of negative
28 COVID-19 test results to the District via the OptimumHQ portal when accessing any
29 District facility and/or having physical interaction/contact with District personnel and or
30 students. The uploaded documentation shall include the following information:
31 • The unit member's name and date of birth
32 • The name of the testing site
33 • The time and date the test was performed
34 • The results of the COVID-19 test.
35
36 b. Unit members who provide proof of full vaccination shall not be required to undergo
37 regular testing for COVID-19, except as provided by law, e.g., if fewer than 14 days
38 have passed since the unit member received their second vaccination shot, the unit
39 member exhibits symptoms, or the unit member travels outside the USA. Regular
40 testing is defined as once each calendar week
41
42 c. The unit member shall complete the COVID-19 test no more than 72 hours before the
43 unit member arrives on campus for their regularly scheduled assignment for the week.
44
45 d. The unit member shall submit either rapid antigen test results received within 24 hours
46 or diagnostic lab (PCR) test results received within 72 hours to the District via
47 OptimumHQ.
48
49 e. The District is providing COVID-19 testing on site at no cost to unit members. The
50 District is also providing a list of free and/or low cost testing sites to all unit members.
51 Unit members employed hourly (counselors, librarians, and instructional specialists)

52 may be released during their scheduled work hours at times that are pre-arranged with
53 their Dean/Area Manager in an effort to avoid conflict with scheduled direct student
54 contact. This time shall be limited to the actual time needed to be tested and shall have
55 no impact on the load of the unit member. Unit members shall incur any cost of off-
56 site testing
57

58 f. In the event that a unit member is unable to access their test results prior to their first
59 use of District facilities for the week, the District will accept rapid antigen testing dated
60 within the last 24 hours.

61
62 1. Unit members who provide a negative test result shall be allowed to complete
63 their regular assignment on campus for the remainder of the week.

64
65 2. In the event that a unit member provides proof of testing within the timelines of
66 7.d above and is unable to access their test results prior to their first use of
67 District facilities for the week, the unit member should contact their Dean/Area
68 Manager to discuss temporary alternative assignments. The District shall make
69 reasonable effort to provide a temporary alternative assignment for the unit
70 member. Alternative assignments may include telecommuting, synchronous
71 and/or asynchronous assignments and/or other versions of remote work.
72

73 g. **Unit members may access on campus rapid antigen testing through Human**
74 **Resources using the Request for Antigen Testing form.**
75

76 8. **Booster or Testing Requirements**

77

78 **In addition to the vaccination mandate the District has implemented a booster or**
79 **testing requirement for the Spring 2022 semester. Beginning February 21, 2022, as**
80 **part of the District's Spring COVID-19 booster requirements, unit members who**
81 **are eligible to receive a COVID-19 Booster shall either submit proof of receiving an**
82 **approved COVID-19 Booster shot or submit weekly proof of a negative COVID-19**
83 **test as described in section 7 of this MOU.**
84

85 a. **Except as otherwise required by state and local health and safety**
86 **guidelines, unit members who are not yet eligible for the COVID-19**
87 **Booster shall not be required to complete weekly testing;**

88 b. **Human Resources shall send written notification to all unit members who**
89 **are booster eligible but who have not yet provided proof of the COVID-19**
90 **Booster. Human Resources shall initiate the written communication no**
91 **later than March 7, 2022. Booster eligibility status will also be stated as a**
92 **ticker in each unit members OptimumHQ portal. Unit members can also**
93 **calculate when they become "booster eligible," which is 5+ months after**
94 **receiving their second dose of the two-dose Pfizer or Moderna series or 2+**
95 **months after receiving the Janssen/J&J vaccine.**

96 c. **DECLINING TO SHARE BOOSTER STATUS: Unit members who are eligible**
97 **to receive a COVID-19 booster and decline to share their COVID-19 Booster**
98 **status with the District shall be considered not boosted and will be required**
99 **to undergo regular testing for COVID-19 and produce proof of negative**
100 **COVID-19 test results.**

101 d. **BOOSTER RECORDS - Vaccination booster records shall be subject to**
102 **verification through the California database. It is the responsibility of the unit**

103 member to ensure that the State of California has the correct information
104 related to the verification of the vaccination record. Unverified records will
105 be deemed non-compliant for the incentive program, shall be fully
106 investigated, and disciplinary action may be initiated if a unit member is
107 discovered to have submitted fraudulent/forged records. Unit members who
108 are unable to upload proof of booster vaccination record to OptimumHQ may
109 contact the Office of Human Resources for assistance in documenting the
110 proof of booster vaccination.

111
112 **89.** Noncompliance

- 113
114 a. On or before January 3, 2022, Human Resources shall send at least three written
115 notifications to all faculty who have not been verified compliant with the Vaccine
116 Mandate (hereinafter “noncompliant”). The letter shall notify the faculty member that
117 their vaccination status is currently non-compliant.
118
119 b. No unit member shall be disciplined for requesting and receiving a medical or
120 religious exemption instead of getting vaccinated.
121
122 c. Part-Time unit members who are noncompliant shall not be eligible for rehire until
123 they provide proof of compliance.
124
125 d. Faculty members who have requested and been granted unpaid leave shall not be
126 permitted to return from any unpaid leave status until they provide proof of full
127 compliance with any vaccine mandate or exemption in effect at that time.
128
129 e. Employees shall be entitled to all due process procedures afforded under the
130 Education Code and the CBA.
131
132 f. Non-Compliance with Testing Requirements
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134 Any faculty member who is required to submit a mandatory COVID-19 testing and
135 who fails to comply shall be prohibited from working on campus remotely or from
136 accessing District facilities, physical worksites, and other District property until they
137 provide proof of compliance.
138
139 g. Non-Compliance with Optimum HQ Check In Procedures
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141 Because this is a matter of public safety, a violation of this provision results in
142 disciplinary action or the removal of an assignment.
143 [\[Contingent upon adding it to the RTC plan\]](#)
144

145 **9 10.** Parental leave: Nothing in this MOU shall alter, reduce, or diminish a compliant faculty
146 member’s right to take parental leave for which they are qualified for as defined under
147 Article 36, or to which they may be entitled under the California Paid Leave clause of the
148 California Family Rights Act (CFRA), the federal Family Medical Leave Act (FMLA) or
149 other statutorily defined family leaves to which they may otherwise be entitled.
150

151 **10 11.** Sabbatical Leave: For the purposes and period of this MOU the following shall apply to
152 pending Sabbatical Leave Applications:
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- 154 1. Any faculty member who wishes to be considered for sabbatical leave must be
155 fully compliant with the vaccine mandate on or before January 3, 2022.
156
157 2. Pending sabbatical leave applications of any faculty member who is
158 noncompliant on February 3, 2022, shall be rejected.
159

160 **11-12.** Compliance

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162 The Parties acknowledge that the government response is evolving and agree to comply with
163 further state or federal legislation or orders as that affect this MOU and the implementation of
164 the Vaccine Mandate, however, the Parties agree that any future changes shall be the subject
165 of further negotiation.
166

167 **12 13.** Right to Negotiate

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169 The Parties agree that working conditions and contractually negotiable issues have been
170 sufficiently negotiated in good faith. However, the parties further agree that subsequent events
171 may require additional discussion or create additional impacts and effects, said events may
172 include but are not limited to, subsequent approval of COVID-19 booster vaccines, significant
173 changes in the positivity rate of Los Angeles County, significant changes in medical guidance
174 issued by federal state, or local public health officials. Therefore, upon request, the Parties
175 agree to meet and negotiate over these matters in good faith as needed or as required under
176 the EERA.
177

178 This Addendum to the MOU shall expire in full without precedent on June 30, 2022, unless
179 shortened or extended by mutual written agreement of the Parties.
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181 This Agreement is non-precedential, will not bind the Parties in any future action, whether under
182 similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint,
183 administrative or legal proceeding as evidence of past practice or intent of the parties or
184 meaning or application of the collective bargaining agreement.
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187 Cerritos Community College District

Cerritos College Faculty Federation,
AFT Local 6215

189 



192 Ron Cataraha
193 Interim Vice President Human Resources

Dr. April Bracamontes
CCFF/Lead Negotiator

195 
196 [Rex Randall Erickson \(Feb 28, 2022 12:30 PST\)](#)



197 Randy Erickson
198 Attorney for the District

Dr. Lynn Wang
CCFF President