

**Memorandum of Understanding
Cerritos Community College District and the
Cerritos College Faculty Federation, AFT Local 6215
August 26, 2020**

This Memorandum of Understanding (“MOU”) is intended to address the effect on the Cerritos College Campus over immediate concerns relating to the Novel Coronavirus (COVID-19) pandemic, and address any known and identifiable impacts created by the District’s response to the outbreak of COVID-19, currently categorized by the World Health Organization as a globalized pandemic, and declared by the President of the United States and the Governor of California to be a national and state emergency.

The Cerritos Community College District (“District”) and the Cerritos College Faculty Federation, Local 6215 (“Federation”), herein collectively referred to as the “Parties,” are committed to fulfilling our duty to provide a safe work and educational environment, and agree as follows:

- (1) The Federation will cooperate with the District in any necessary public health actions, including but not limited to those actions recommended by the federal, state and local Departments of Public Health. The District will comply with all health and sanitation standards in compliance with all applicable local, state, and federal orders and guidelines, as well as the District’s “Return to Campus Plan.”
- (2) Although reliable attendance at work is a standard business expectation, pandemic conditions challenge this norm. Employees shall continue to perform their assigned work absent a reasonable belief that such work poses a risk to health or safety. Accordingly, the District agrees to be as flexible as possible in permitting leave requests and working with unit members to identify available leaves.
- (3) During the Spring 2020 semester, the Federation and unit members were provided with one week, during the week of March 23, 2020, through March 27, 2020, in order for unit members to receive training, access resources, and facilitate transitioning of instructional and non-instructional activities into online delivery modalities. Full-time and part-time faculty remained in paid-status during this week, and were compensated at their regular rate.

During the Spring 2020 Semester, a stipend of \$500 was paid to every full-time and part-time faculty member to defray costs of internet service and other technologies used to transition to remote instruction.
- (4) During the Spring 2020 semester, faculty were expected to update administrators regarding continued participation and enrollment in courses to facilitate District decisions regarding the retention or elimination of course sections. Faculty were paid for all assigned sections, irrespective of cancellation, and were expected to perform other instructional or non-instructional assignments, professional obligations, or those duties that are otherwise necessary to achieve the District’s mission within their normal scope of work.
- (5) For the duration of this MOU, unit members who are not otherwise relieved from duty due to a leave of absence are expected to perform duties associated with their instructional or non-instructional assignments, professional obligations, and/or those duties that are otherwise necessary to achieve the District’s mission within their normal scope of work. In

51 exchange, the District will maintain pay and benefits for bargaining-unit employees relative
52 to their regular schedules.

53
54 (a) Unit members shall primarily work remotely during the Spring 2020, Summer 2020,
55 and Fall 2020 terms as determined by the District;

56
57 (b) To the fullest extent possible, instructional and non-instructional services (e.g.
58 counseling and library services) will continue to be offered and will be delivered
59 through a distance modality. Faculty will devote the same contractual hours to
60 preparation and delivery as exist under normal operations;

61
62 (c) For courses initially scheduled for face-to-face instruction, and which were
63 subsequently converted to distance/online instruction as a result of the pandemic,
64 instruction will continue to follow the course outline of record and be designed to
65 meet stated learning outcomes in conformance with existing CCCCCO and ACCJC
66 standards. The manner of delivery (e.g. synchronous/asynchronous, etc.) will be
67 left up to the discretion of the instructor, except that the supervising administrator
68 will review to ensure the modification:

69
70 1. Satisfies attendance accounting requirements approved by the State
71 Chancellor;

72
73 2. Satisfies accreditation and/or CCCCCO standards currently in effect; and
74

75 3. Ensure schedule modifications do not create scheduling conflicts.
76

77 (d) For the term of this MOU, unit members shall participate in institutional or professional
78 duties in an alternative format (email; Zoom; Skype; etc.) to the extent possible. Those
79 duties that cannot be completed online shall be waived, and unit members shall
80 complete substitute duties as directed by the District for an equivalent period of time
81 as part of their contractual load obligation.
82

83 (6) The District may provide equipment (such as computers, webcams, or tablets) and
84 supplies (such as laboratory materials); that are reasonably required to effectively conduct
85 online instruction. For faculty unable to work remotely, facilities may be made available on
86 campus for faculty to perform their duties, upon request and subject to space limitations.
87 Faculty shall request access in advance as early as possible, but with a minimum of 24-
88 hour notice and subject to approval by the appropriate administrator, in order to ensure
89 social distancing and facilities sanitation in compliance with CDC guidelines.
90

91 For faculty who share office space, it is expected that faculty will maintain health and safety
92 standards, including social distancing and scheduling alternating attendance
93 arrangements amongst themselves.
94

95 Faculty employees who experience difficulties in sourcing reliable equipment may contact
96 their Division Dean to arrange alternative methods of delivery of educational services to
97 the District's students. The District shall, upon request, allow full-time faculty remote
98 access to hard drives in office computers and to campus z: drives, OneDrive, or other
99 forms of District-approved remote access.
100

101 (7) The District may permit faculty to enter the campus grounds to retrieve materials for
102 instructional or student services or to create instructional material (e.g. lab demonstration
103 videos) that may not be possible to create remotely. Faculty shall request access in
104 advance as early as possible, but with a minimum of 24-hour notice and subject to
105 approval by the appropriate administrator, in order to ensure social distancing and facilities
106 sanitation in compliance with CDC guidelines.

107
108 (8) If the District deems that a lab or class must be split into 2 or more entities while retaining
109 the instructor on record, each entity shall be treated as a separate lab or class. The
110 instructor shall be compensated for each of the newly separated classes or labs at the
111 overload rate (full-time faculty) or hourly rate (part-time faculty), so long as it does not
112 exceed 67% of a full-time faculty load. (Educ. Code § 87482.5)

113
114 (9) In the event that a faculty member who is assigned to campus (or a member of the faculty
115 member's household) has symptoms of COVID-19/Coronavirus (e.g. fever, cough,
116 shortness of breath or difficulty breathing, fatigue), the faculty member must self-
117 quarantine away from all District facilities for a period beginning at the start of symptoms
118 and continuing for at least fourteen (14) days.

119
120 Full-time faculty who self-quarantine based upon advice from, or while seeking a diagnosis
121 from, a health care provider after exhibiting symptoms will not be charged accrued leave
122 of any kind for the first 80 hours, in accordance with HR 6201 (Families First Coronavirus
123 Response Act). Similarly, those employees who have been advised to self-quarantine for
124 reasonable cause, including being over age 65 or having a compromised immune system
125 or other similar medical condition, and are unable to work as a result, will be granted the
126 same 80 hours of leave, consistent with HR 6201. Part-time faculty will be entitled to the
127 above leave equal to the number of hours that such employee works, on average, over a
128 2-week period.

129
130 Faculty who must be absent from work for more than the 80 hours allotted above due to
131 symptoms or illness related to COVID-19 shall be provided with options for further
132 absence from work, as indicated on the "Temporary Modification of Assignment due to
133 Sick Leave Tracking Authorization" form (Attachment A).

134
135 In the event that a faculty member, who is assigned to work on campus) has additional
136 reasonable cause to work remotely (e.g. the need to care for a dependent, a member of
137 their household falls into one of the categories identified by the CDC as being at high risk
138 for serious complications from the pandemic), they should contact their dean for
139 accommodations, consistent with HR 6201.

140
141 (10) In accordance with section 4.7 of the 2018-21 CBA, the District shall offer online
142 professional development/training for all faculty to assist in remote instruction. All faculty
143 must meet the requirement for minimum competency before the start of the Spring 2021
144 semester. To meet the minimum competency, all faculty shall complete, at a minimum,
145 the "Accessibility" and "Regular Substantive Contact" modules in order to instruct
146 online/distance education. Full-time faculty will receive flex credit for these 2 modules.
147 Part-time faculty will be paid for these two modules pursuant to Article 8.2(d). Non-
148 instructional faculty who instruct online/distance education and are not eligible to receive
149 flex credit for the two modules, and who complete mandatory trainings, shall be paid at
150 \$40 per hour.

151

153 All full-time and part-time faculty who sign up and satisfactorily complete the full online
154 certification will receive a one-time stipend of \$500. Any instructor who can verify
155 certification in @ONE training, or other District-approved online certification is eligible for
156 the \$500 stipend by completing other District-approved training.

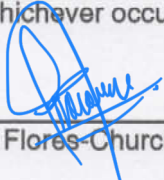
157
158 (11) Evaluations: For the Fall 2020 semester and Spring 2021 semester:

- 159
160 a. Faculty shall use evaluation form(s) that is currently in use to conduct evaluations;
161
162 b. Contract (probationary or "tenure-track") faculty shall be evaluated in the Fall 2020
163 semester;
164
165 c. Regular (tenured) faculty who are scheduled to be evaluated in Fall 2020 shall
166 have the option of having that evaluation conducted in the Fall 2020 or Spring
167 2021;
168
169 d. Part-time faculty who were scheduled in 2019-2020 and were not evaluated prior
170 to March 30, 2020, will be evaluated in the next semester in which they are
171 assigned classes in accordance with the current District/CCFA Agreement;
172
173 e. Part-time faculty who are scheduled to be evaluated in 2020-21 shall have their
174 evaluation conducted, as scheduled unless mutually agreed with the Vice-
175 President of Academic Affairs.
176

177 The Parties agree that this MOU is reached in a changing and fluid physical, social, and political
178 climate, and that subsequent events may require additional discussions, or create additional
179 impacts and effects, and agree to meet and negotiate over those matters in good faith.
180

181 The Parties intend this MOU to settle all impacts and effects currently existing and related to the
182 District's actions and decisions in implementing an emergency change in instructional delivery
183 methods. This MOU shall be non-precedential, and shall not establish or support any claim of
184 "past practice." Further, except where expressly indicated herein, this MOU shall not abrogate the
185 terms and conditions of the Parties 2018-2021 Collective Bargaining Agreement.
186

187 The Parties agree and understand that this MOU shall expire after the current public-health crisis
188 has subsided, which shall be determined in relation to any Local, County, State, and Federal order
189 involving quarantine, a declared state of emergency, or similar pronouncements, or on December
190 31, 2020, whichever occurs first.

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194  _____
195 Dr. Adriana Flores-Church, VP Human Resources

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199
200
8/29/2020
Date

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199  _____
200 Jay Elarcosa, CCFF/Lead Negotiator

26 August 2020
Date

200 **ATTACHMENT A**

201
202 **Temporary Modification of Assignment Due to Sick Leave**
203 **LEAVE TRACKING AUTHORIZATION**
204

205 During the possibility of a pandemic, the District is offering temporary accommodations for
206 employees who are sick and need to or are directed to go home to help prevent the disease
207 from spreading. This is a temporary accommodation that may be implemented by the District as
208 needed.

209
210 Employee Name: _____

211
212 Department: _____

213
214 Leave begin date: _____

215
216 Leave return date: _____

217
218 Options Available (circle one)

- 219
220 A) Use my current sick leave balance
221 B) Extended leave (half-salary) pay
222 C) Work from home (to be arranged with direct supervisor)
223

224 I, _____, hereby authorize the District to process my leave of
225 absence as indicated above.

226
227 If Option A:

- 228
229 • In the event that my leave is exhausted during the pandemic, I hereby authorize the
230 District to process my leave in accordance with option _____ (B/C) above.
231

232 If Option C:

- 233
234 • Employee has responsibility for maintaining the security and confidentiality of District
235 files, data and other information that are in the off-site work place.
236
237 • District will not reimburse the unit member for the cost of off-site related expenses such
238 as internet connection, phone service, water, electricity, and any expenses incurred by
239 working from home.
240
241 • Employee may be asked to participate in meetings via online.
242
243 • The failure to adhere to these expectations may have an adverse effect on the continued
244 ability to work from home
245
246 • The District may at any time may stop the home work arrangement.
247

248 I represent that I have read and understand this form fully and this request is executed
249 voluntarily and has not been made as a condition of my continued employment.

250
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260
261
262

Date: _____

Employee Name (printed)

Employee signature

Date: _____

Supervisor's Name (printed)

Supervisor's signature