

**District Proposal**  
**Memorandum of Understanding**  
**Cerritos Community College District and the**  
**Cerritos College Faculty Federation, AFT Local 6215**  
**February 3, 2021**

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. This Agreement supersedes the prior COVID-19 MOU’s executed on May 6, 2020 and August 26, 2020.

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.” The District shall consult with the Federation in formulating updates to the “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) 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 exchange, the District will maintain pay and benefits for bargaining-unit employees relative to their regular schedules.

For purposes of stipend payments under this MOU, the District has accepted the recommendation of the CCCAA that Fall 2020 sports be considered part of the Spring 2021 semester.

Every sport will receive the same number of increments as those distributed during the 2019-20 academic year. Stipends will be allocated pursuant to Article 4 of the 2018-21 CBA in order to provide appropriate compensation for duties related to coaching assignments, including but not limited to recruiting, compliance training, attending meetings, preparing schedules related to competitions and/or training, etc. Stipends should be distributed regardless of whether athletic seasons have been modified for cancelled.

- a. Unit members may be assigned to primarily work remotely during the Spring 2021 and Summer 2021 terms as determined by the District;

- 51 b. To the fullest extent possible, instructional and non-instructional services (e.g. counseling  
52 and library services) will continue to be offered and will be delivered through a distance  
53 modality. Faculty will devote the same contractual hours to preparation and delivery as  
54 exist under normal operations;  
55
- 56 c. Instruction will continue to follow the course outline of record and be designed to meet  
57 stated learning outcomes in conformance with existing CCCCO and ACCJC standards.  
58 The manner of delivery (e.g. synchronous/asynchronous, etc.) will be left up to the  
59 discretion of the instructor, except that the supervising administrator will review to ensure  
60 the modification:  
61
- 62 1. Satisfies attendance accounting requirements approved by the State Chancellor;  
63  
64 2. Satisfies accreditation and/or CCCCO standards currently in effect; and  
65  
66 3. Ensure schedule modifications do not create scheduling conflicts.  
67
- 68 d. For the term of this MOU, unit members shall participate in institutional or professional  
69 duties in an alternative format (email; Zoom; Skype; etc.) to the extent possible. Those  
70 duties that cannot be completed online shall be waived, and unit members shall complete  
71 substitute duties as directed by the District for an equivalent period of time as part of their  
72 contractual load obligation.  
73
- 74 (4) The District may provide equipment (such as computers, webcams, or tablets) and supplies (such  
75 as laboratory materials and digital software), that are reasonably required to effectively conduct  
76 online instruction. For faculty unable to work remotely, facilities may be made available on campus  
77 for faculty to perform their duties, upon request and subject to space limitations. Faculty shall  
78 request access in advance as early as possible, but with a minimum of 24-hour notice and subject  
79 to approval by the appropriate administrator, in order to ensure social distancing and facilities  
80 sanitation in compliance with CDC guidelines.  
81
- 82 For faculty who share office space, it is expected that faculty will maintain health and safety  
83 standards, including social distancing and scheduling alternating attendance arrangements  
84 amongst themselves.  
85
- 86 Faculty employees who experience difficulties in sourcing reliable equipment may contact their  
87 Division Dean to arrange alternative methods of delivery of educational services to the District's  
88 students. The District shall, upon request, allow full-time faculty remote access to hard drives in  
89 office computers and to campus z: drives, OneDrive, or other forms of District-approved remote  
90 access.  
91
- 92 (5) The District may permit faculty to enter the campus grounds to retrieve materials for instructional  
93 or student services or to create instructional material (e.g. lab demonstration videos) that may not  
94 be possible to create remotely. Faculty shall request access in advance as early as possible, but  
95 with a minimum of 24-hour notice and subject to approval by the appropriate administrator, in  
96 order to ensure social distancing and facilities sanitation in compliance with CDC guidelines.  
97
- 98 (6) If the District deems that a lab or class must be split into 2 or more entities while retaining the  
99 instructor on record, each entity shall be treated as a separate lab or class. The instructor shall  
100 be compensated for each of the newly separated classes or labs at the overload rate (full-time

101 faculty) or hourly rate (part-time faculty), so long as it does not exceed 67% of a full-time faculty  
102 load. (Educ. Code § 87482.5.)  
103

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

109  
110 Full-time faculty who self-quarantine based upon advice from, or while seeking a diagnosis from,  
111 a health care provider after exhibiting symptoms shall complete the attached "Temporary  
112 Modification of Assignment due to Sick Leave Tracking Authorization" form (Attachment A).  
113 Similarly, those employees who have been advised to self-quarantine for reasonable cause,  
114 including being over age 65 or having a compromised immune system or other similar medical  
115 condition, and are unable to work as a result, shall be provided with options for further absence  
116 from work, as indicated on the "Temporary Modification of Assignment due to Sick Leave Tracking  
117 Authorization" form (Attachment A).  
118

119 In the event that a faculty member, who is assigned to work on campus) has additional reasonable  
120 cause to work remotely (e.g. the need to care for a dependent, a member of their household falls  
121 into one of the categories identified by the CDC as being at high risk for serious complications  
122 from the pandemic), they should contact their dean for accommodations.  
123

124 The Parties acknowledge that leaves authorized by HR-6201 lapsed on December 31, 2020,  
125 consistent with the legislative intent of HR 6201/FFCRA. The Parties further agree that if State  
126 and/or Federal directive(s), authorization(s), and/or appropriation(s) for additional paid sick leave  
127 are approved and implemented, the District shall provide additional leaves and benefits as  
128 required by new legislation and directives. If necessary, the parties agree to meet regarding the  
129 applicability of said leaves and benefits to faculty members.  
130

131 In addition to any other leaves and benefits provided by federal, state, or local law or the current  
132 CBA, unit members who must absent themselves from work due to COVID 19 related absences  
133 may use leave under the Family Medical Leave Act (Family Medical Leave Act) or the California  
134 Family Rights Act (CFRA). Unit members who use FMLA or CFRA may use their accumulated  
135 sick leave pay during this period of absences. The District shall pay the balance of supplemental  
136 paid sick leave for full-or part-time time faculty members who do not currently have accrued  
137 sufficient sick leave to cover the first 14 calendar days of FMLA/CFRA leave.  
138

139 COVID-19 related absences shall have been deemed to occur if a member:  
140 • is subject to a governmental quarantine or isolation order,  
141 • has been advised by a health-care provider to self-quarantine,  
142 • is caring for an individual who is subject to governmental or self-quarantine,  
143 • is caring for the employee's child because the child's school or child-care provider is closed  
144 due to COVID 19, or  
145 • is experiencing a substantially similar circumstance related to COVID-19 as specified  
146 by the Department of Health and Human Services, in consultation with the  
147 Department of Labor.  
148 • Exposure to any individual who exhibit symptoms of COVID 19 who has worked on  
149 campus in a previous 14 day period.  
150

151 Should it become necessary to extend the absence, the member shall complete Attachment A,  
152 included in this document, and choose either option A, B, or C. If the member has chosen A,  
153 (accumulated sick leave balance), then upon exhaustion of accumulated sick balance, the  
154 member may choose option B (Extended Leave; differential pay) or C (Work from home)  
155

156 (8) Online Instruction  
157

158 a. Starting in the Spring 2021 semester, all faculty teaching distance education (as defined  
159 by Title 5 CCR §55200) must meet the requirement for minimum competency before the  
160 start of the class. In accordance with section 4.7 of the 2018-21 CBA, the District shall  
161 offer online professional development/training for all faculty to assist in remote instruction.  
162 To meet the minimum competency, all faculty shall have completed, at a minimum, the  
163 “Accessibility” and “Regular Substantive Contact” modules in order to instruct  
164 online/distance education.  
165

166 b. Faculty who previously completed training on both of these components may demonstrate  
167 that they have met this requirement by providing verification of completion to the DE  
168 Coordinators for review and approval.  
169

170 c. Full-time faculty who have completed these modules in 2020-2021 will receive 4 hours of  
171 flex credit for these 2 modules. Part-time faculty will be paid after completion of these two  
172 modules (2 hours per module for a total of 4 hours) pursuant to Article 8.2(d).  
173

174 d. Non-instructional faculty who instruct online/distance education and are not eligible to  
175 receive flex credit for the two modules, and who complete mandatory trainings, shall be  
176 paid at \$40 per hour (for a maximum of 4 hours).  
177

178 e. All full-time and part-time faculty who sign up and satisfactorily complete the full online  
179 certification will receive a one-time stipend of \$500. Any instructor who can verify  
180 certification in @ONE training, or other District-approved online certification is eligible for  
181 the \$500 stipend by completing other District-approved training. Instructors shall present  
182 alternate training to the DE Coordinators via email for approval. The District shall provide  
183 information on what training is available during Spring 2021.-  
184

185 (9) Evaluations: For the Fall 2020 semester and Spring 2021 semester:  
186

187 a. Faculty shall use evaluation form(s) that is currently in use to conduct evaluations;  
188

189 b. Contract (probationary or “tenure-track”) faculty shall be evaluated in the Fall 2020  
190 semester;  
191

192 c. Regular (tenured) faculty who were scheduled to be evaluated in Fall 2020 shall have the  
193 option of having that evaluation conducted in the Fall 2020 or Spring 2021. Tenured faculty  
194 who postponed their scheduled evaluation shall be evaluated in Spring 2021.  
195

196 d. Part-time faculty who were scheduled in 2019-2020 and were not evaluated prior to March  
197 30, 2020, will be evaluated in the next semester in which they hold an assignment in  
198 accordance with the current District/CCFF Agreement;  
199

200 e. Part-time faculty who are scheduled to be evaluated in 2020-21 shall have their evaluation  
201 conducted as scheduled unless mutually agreed with the appropriate Vice-President.



237 **ATTACHMENT A**

238 **Temporary Modification of Assignment Due to Sick Leave**  
239 **LEAVE TRACKING AUTHORIZATION**

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

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

244 Department: \_\_\_\_\_

245 Leave begin date: \_\_\_\_\_

246 Leave return date: \_\_\_\_\_

247 Options Available (circle one)

- 248 A. Use my current sick leave balance  
249 B. Extended leave (differential) pay  
250 C. Work from home (to be arranged with direct supervisor)

251 I, \_\_\_\_\_, hereby authorize the District to process my leave of absence as  
252 indicated above.

253 If Option A:

- 254 • In the event that my leave is exhausted during the pandemic, I hereby authorize the District to  
255 process my leave in accordance with option \_\_\_\_\_ (B/C) above.

256 If Option C:

- 257 • Employee has responsibility for maintaining the security and confidentiality of District files, data  
258 and other information that are in the off-site work place.
- 259 • District will not reimburse the unit member for the cost of off-site related expenses such as  
260 internet connection, phone service, water, electricity, and any expenses incurred by working  
261 from home.
- 262 • Employee may be asked to participate in meetings via online.
- 263 • The failure to adhere to these expectations may have an adverse effect on the continued ability  
264 to work from home

287  
288  
289       • The District may at any time may stop the home work arrangement.  
290  
291 I represent that I have read and understand this form fully and this request is executed voluntarily and  
292 has not been made as a condition of my continued employment.  
293

294 Date: \_\_\_\_\_  
295

296 \_\_\_\_\_  
297 Employee signature  
298

299 \_\_\_\_\_  
300 Employee Name (printed)  
301  
302

303 Date: \_\_\_\_\_  
304

305 \_\_\_\_\_  
306 Supervisor's signature  
307

308 \_\_\_\_\_  
309 Supervisor's Name (printed)  
310  
311