

1 **MEMORANDUM OF UNDERSTANDING BETWEEN**
2 **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 161 AND**
3 **CERRITOS COMMUNITY COLLEGE DISTRICT**
4 **RETURN TO WORK IMPACTS AND EFFECTS**

5
6 **May 12, 2021**

7
8 This Memorandum of Understanding (the MOU) is agreed between Cerritos Community College
9 District (“the District”) and the California School Employees Association and its Chapter 161
10 (“CSEA”) concerning the impacts and effects of resumed District operations under COVID-19
11 conditions.

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13 The District and CSEA (collectively “the parties”), recognize the importance of maintaining safe
14 facilities and operations, for the benefit of the students and communities served by the District and
15 its teachers and staff. We recognize the importance of prudent measures to prevent District
16 employees, students, their families, or other people using District facilities from being exposed to
17 or infected with coronavirus. Care should be taken to identify potential exposure and prevent the
18 spread of the disease. We agree that continuity of District operations should be maintained, and
19 provisions should be made for District employees who are impacted by the epidemic. This MOU
20 replaces the MOU executed between the parties on May 11, 2020, effective until December 31,
21 2020.

22
23 The District and CSEA recognize that depending upon changes in the public health situation and
24 governmental directives, during part or all of the 2020-21 school year the District might utilize
25 distance learning, or in-person instruction, or different combinations of distance learning and in-
26 person instruction.

27
28 To these ends, the District and CSEA agree as follows:

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30 **1. Safety:**

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32 **A. Safety Plans, Information, and Training**

33 The District has published, and will continue to update a written, worksite-specific
34 COVID-19 prevention plan, including an infectious disease preparedness and response
35 plan (per OSHA) and comprehensive risk assessment. CSEA has been provided with the
36 COVID-19 prevention plan, and will continue to assist the District with implementation of
37 the plan amongst the classified service. The Parties acknowledge the District’s ongoing
38 obligation to follow and adapt to updated guidance from the CDPH, LACPH, and
39 CalOSHA regulations, to communicate updated expectations to the bargaining unit, and to
40 enforce the terms of the COVID-19 prevention plan.

41
42 The District will share with CSEA without delay any information it receives or develops
43 regarding safety issues related to COVID-19.

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45 The District may direct bargaining-unit employees to complete training on its COVID-19
46 prevention plans, which shall occur during normal working hours.

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B. Reporting Unsafe Conditions

In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working environment to the immediate supervisor. The supervisor shall respond in writing to the employee within 5 calendar days unless legally required otherwise, with simultaneous copy to CSEA, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints.

All employees shall have the right, without retaliation, to refuse to perform work that creates an imminent danger by notifying their supervisor in writing of such refusal and the basis therefor. Employees may be directed to complete alternate work or work under modified conditions as directed until conditions are made safe for the completion of the original assignment, provided modification sufficiently addresses safety concern(s).

2. Testing and Tracing:

The District shall notify bargaining unit employees who have been exposed to COVID-19 at work, including individuals who have been in close contact (within six feet for 15 minutes or more) of an infected person, or a person who is suspected to be infected, and take steps to isolate the infected person and close contacts. The District shall concurrently notify CSEA, including notice of the entity or organization who is performing the contact-tracing investigation.

The District shall provide COVID testing at no expense to bargaining unit employees who were performing services on District premises during an outbreak.

CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

Temperature taking duties may be offered to bargaining unit members on a voluntary basis. Participating bargaining unit members shall be trained in screening technique prior to screening.

3. Leave and Workers' Compensation:

A. Leave

If an employee is potentially exposed to coronavirus at work and directed to self-quarantine or is sent home from work due to a screening result or symptoms, the employee shall remain in paid status for the remainder of the workday in which such directive is given. The unit member shall thereafter be given the choice to perform modified duties from home where feasible, or to take a paid or unpaid leave of absence.

93 The Parties agree that employees shall be entitled to applicable current and future State
94 and/or Federal directive(s), authorization(s), and/or appropriation(s) for additional leaves,
95 subject to statutory eligibility.
96

97 Employees who have exhausted all paid leave and must be absent due to coronavirus,
98 including to care for family or household members or to meet a childcare emergency, shall
99 be permitted to take unpaid leave.
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101 **B. Workers' Compensation**

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103 The District and CSEA acknowledge that a rebuttable presumption exists that an
104 employee's illness related to coronavirus is an occupational injury, and therefore
105 bargaining unit members may be eligible for workers' compensation benefits if specified
106 criteria are met.
107

108 Unit members who are exposed or test positive for coronavirus within 14 days after a day
109 that the employee performed on-site services shall be placed on industrial accident/illness
110 leave (see Article 15 of the CSEA CBA) and shall submit a worker's compensation claim
111 to the District. The District will assist unit members who have exhausted industrial illness
112 leaves in identifying other available leaves, including sick leave, vacation, or extended
113 illness leave.
114

115 **4. Accommodation:**

116 **A. Accommodation of High-Risk Individuals**

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119 The parties recognize that some bargaining-unit employees are at higher risk of severe
120 illness from novel coronavirus due to existing medical conditions or age. The District
121 agrees to protect and support staff who are at higher risk for severe illness by engaging in
122 a good-faith interactive process and providing options such as leave, telework or temporary
123 modifications in classification or duties.
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125 **B. Accommodation for Dependent Care**

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127 Employees may use existing forms of leave to address a childcare provider or school
128 emergency affecting their children. If bargaining-unit employees do not have access to
129 their normal childcare due to the coronavirus epidemic and related program and school
130 closures, then the District may enable employees to work by any of the following:
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- 132 ▪ Allowing employees to enroll their children in childcare programs run by the
133 District, subject to capacity and enrollment restrictions; or
- 134 ▪ Accommodating employees with work-from-home or adjusted schedules.
135

136 **5. Return Personnel:**

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138 All classified unit members shall be considered “on-site” employees unless directed
139 otherwise by their Supervisor, or on a District approved leave, or assigned to “remote
140 work.” In the event that an Employee in the bargaining unit is authorized to perform
141 “remote work,” including performing administrative tasks, responding to electronic
142 correspondence, and/or participating in audio- or video-conferencing, the Employee shall
143 be available for work and compensated for their regular hours of work for the entire period
144 in which they are regularly scheduled.
145

146 The attached “Leave Tracking Authorization” form (Attachment B) shall be completed by
147 the employee and authorized by the designated manager prior to an assignment to perform
148 “remote work,” including the choice of leave to be used in the event the remote work
149 assignment ends. In the event the remote work ends due to reasons not related to
150 performance, the manager must give the employee at least two (2) work days’ notice of the
151 change in circumstance and the employee’s current leave balance. By the end of the second
152 work day after the employee has been notified, the employee must submit a new “Leave
153 Tracking Authorization” form to their immediate Supervisor/Manager.
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155 **6. Workload and Staffing Ratios:**
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157 Should remote/temporary work assignments end the parties agree to meet and confer as to
158 the impacts and effects regarding ending remote/temporary work as it relates to matters
159 within the scope of representation, the parties agree to meet and confer regarding the
160 impacts and effects of those decisions. Nothing in this Agreement modifies or waives the
161 District right to reduce or eliminate classified positions for a bona fide lack of work and/or
162 lack of funds, as provided by the Education Code.
163

164 **7. Working from Home:**
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166 The District agrees that no CSEA bargaining-unit employee shall be unreasonably
167 disciplined over productivity concerns for the duration of this agreement. However, the
168 District reserves the right to initiate disciplinary proceedings for cause when deemed
169 necessary.
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171 **8. Compliance with Further Governmental Orders:**
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173 In case of conflict between different governmental guidelines, the District will adhere to
174 the guidelines that are the most protective of the health and safety of unit members while
175 at District facilities. The District will notify CSEA and the Chapter President if it believes
176 that any such changes in standards, orders, regulation, or guidance requires changes in
177 working conditions beyond those specified in this MOU or the District’s COVID-19
178 prevention plan, and upon the request of either party the parties will meet as soon as
179 possible to negotiate the impacts and effects of those changes.
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181 **9. Duration of Agreement:**
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183 This MOU is a temporary agreement to address the extraordinary circumstances created by

184 the novel coronavirus (COVID-19) pandemic, and does not create any precedents nor
185 establish the status quo for future bargaining purposes. All references to the CSEA CBA
186 herein shall mean those terms included in the 2018-2021 bargaining agreement. This MOU
187 shall become effective on January 1, 2021, and remain in effect until either the end of the
188 day on December 31, 2021, or the lifting of the statewide State of Emergency declared on
189 March 4, 2020 in response to the coronavirus outbreak, whichever comes first.

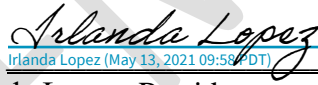
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193 Dated: May 13, 2021

By: 
Adriana Flores-Church (May 13, 2021 10:12 PDT)
Dr. Adriana Flores-Church
For District

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199 Dated: May 13, 2021

By: 
Erik Duane (May 13, 2021 10:28 PDT)
Erik Duane, Lead Negotiator
For California School Employees Association

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205 Dated: May 13, 2021

By: 
Irlanda Lopez (May 13, 2021 09:58 PDT)
Irlanda Lopez, President
For California School Employees Association

206
207
208
209
210
211 Dated: May 13, 2021

By: 
Heng Lim (May 13, 2021 15:32 PDT)
Heng Lim, Labor Relations Representative
For California School Employees Association

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CONFIDENTIAL











Signatures Requested - CSEA COVID-19 MOU (Revised)

Final Audit Report

2021-05-13

Created:	2021-05-13
By:	Joshua Taylor (jtaylor@ericksonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjqyXJ3sTSQwK0YVrIuu3LhTQu7-Llj6J

"Signatures Requested - CSEA COVID-19 MOU (Revised)" History


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2021-05-13 - 4:48:59 PM GMT- IP address: 98.186.149.84
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2021-05-13 - 4:57:20 PM GMT
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2021-05-13 - 4:57:20 PM GMT
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2021-05-13 - 4:58:05 PM GMT- IP address: 47.151.9.90
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Signature Date: 2021-05-13 - 4:58:29 PM GMT - Time Source: server- IP address: 47.148.66.224
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Signature Date: 2021-05-13 - 5:12:18 PM GMT - Time Source: server- IP address: 71.223.122.140

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Signature Date: 2021-05-13 - 5:28:50 PM GMT - Time Source: server- IP address: 47.151.9.90

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2021-05-13 - 10:31:45 PM GMT- IP address: 96.41.22.17

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Signature Date: 2021-05-13 - 10:32:10 PM GMT - Time Source: server- IP address: 96.41.22.17

 Agreement completed.

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