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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CERRITOS COMMUNITY COLLEGE DISTRICT AND
CERRITOS COLLEGE FACULTY FEDERATION, AFT Local 6215
December 21, 2021**

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 impacts and effect of District’s COVID-19 BP and AP 2905 (“the Vaccine mandate”). This Agreement further supplements those prior COVID-19 MOUs executed by the parties that remain in effect.

This Memorandum of Understanding (MOU) shall continue in effect through June 30, 2022. This MOU may only be revised or extended in writing.

TERMS

1. The Vaccine Mandate

CCFF and the District recognize that in adopting the Vaccine Mandate, the District is exercising its right to require faculty members to be fully vaccinated against COVID-19. Said right shall be subject to all limitations and exemptions provided by law and further set forth in this MOU.

2. Implementation

CCFF and the District agree that the faculty member vaccination requirement as it pertains to members of the CFT Local 6215 bargaining unit, and subject to all limitations set forth herein, shall become effective on January 3, 2022, as set forth in the attached vaccination mandate unless otherwise extended by the action of the District.

3. Access

The Parties agree that the following procedures are implemented and available to all faculty members:

- a. The Parties shall recognize the determination of local, state, and federal health agencies, relying on the best available scientific evidence, as to the proper COVID-19 vaccines that are either being distributed under either a U.S. Food and Drug Administration (FDA) Emergency Use Authorization (EUA), or as appropriate, a full FDA approval as being deemed safe for the public and are readily available. As such, all currently approved COVID-19 vaccines shall be acceptable to meet the requirements of the Vaccine Mandate, subject to modification by the CDC or other state or federal guidelines. At the time of this MOU, such approved COVID-19 vaccines include those produced by Johnson & Johnson, Moderna, and Pfizer BioNTech.
- b. The District shall make reasonable efforts to ensure that COVID-19 vaccines are available to faculty members on campus once it begins implementation of the Vaccine Mandate.

4. Proof of Vaccination

CCFF and the District agree that faculty members must provide proof of vaccination to the District. This requirement is subject to all federal, state and local laws, regulations, and

56 guidelines pertaining to the confidentiality of personal medical information, including but not
57 limited to the Health Insurance Portability and Accountability Act of 1996 [hereinafter HIPAA].
58

- 59 a. The District will not request any health or medical information for the purpose of the
60 Vaccination Mandate other than proof of vaccination except as provided by law.
61
- 62 b. Details of a faculty member's vaccination status and all proof submitted by the faculty
63 member in furtherance of the implementation of the Vaccine Mandates shall be stored in
64 a manner consistent with applicable law and in accordance with the District's practice for
65 storing faculty members medical information.
66
- 67 c. Except as provided by law, a faculty member's vaccination status shall not be publicly
68 disclosed, or otherwise identified through any means including but not limited to:
69 i. Identification tags or badges
70 ii. Wristbands
71 iii. Stickers or buttons.
72
- 73 d. Except as provided by law, no faculty member shall be required to disclose vaccination
74 status to anyone other than the designated District H.R. representatives.
75
- 76 e. For the purpose of on campus screening, faculty shall be identified to screening
77 personnel and necessary administrators for the purpose of scheduling as either
78 "compliant" or "not compliant" and no reference shall be made to a faculty member's
79 vaccination status.
80

81 5. Exemption from the Vaccine Mandate

82
83 CCFF and the District agree that faculty members may apply for an exemption from vaccination
84 for any or all of the following reasons:
85

- 86 a. Qualifying Medical Exemption: Faculty may apply for a medical exemption as
87 provided for by law. Faculty seeking to claim an exemption under this section
88 shall provide documentation from a certified or licensed physician to support their
89 declaration. Documentation under this section shall consist of the [District Issued](#)
90 [medical Exemption Form](#).
91
- 92 b. Sincerely Held Religious Belief: A faculty member may decline vaccination,
93 subject to District approval, based on a sincerely held religious belief, practice, or
94 observance as understood and defined under Title 7 Section 12 of the Civil
95 Rights Act of 1964. If a faculty member objects to receiving the COVID-19
96 vaccine based on a sincerely held religious belief, the faculty member shall
97 complete and submit the corresponding [Religious Exemption Request Form](#).
98
- 99 c. Submission Requirements: The requesting faculty member shall submit all
100 requests directly to the District representative no later than the established
101 deadline of 12:01 a.m. January 3, 2022, unless granted an extension in writing by
102 a designated Human Resources representative.
103 All exemption requests filed under this MOU shall stay the enforcement of any
104 action under Section 8: Noncompliance of the MOU as it relates to
105 noncompliance with the Vaccine Mandate. Said stay shall be in effect until such
106 time as the faculty member's application for exemption is resolved. During such
107 time, the faculty member will be on unpaid status, unless such an exemption
108 request was received on or before December 22, 2021.
109

- 110 d. Review: The District will review all requests for exemption under this Section in a
111 timely manner but not later than ten (10) calendar days from the date of
112 submission, unless it requires additional information or assistance from outside
113 expert to make a determination. The District will follow the processes in
114 <https://www.cerritos.edu/covid-19/exemptions.htm>.
115

116 6. Accommodation Process:
117

118 The Parties agree that nothing in this MOU shall alter a faculty member's right to
119 accommodations in the workforce as guaranteed under Title VII of the Civil Rights Act, the
120 Americans with Disabilities Act (ADA), the Fair Employment and Housing Act (FEHA) or any
121 other applicable federal, state or local law or regulation. CCFF may attend these meetings per
122 member's request.
123

124 7. Mandatory Testing Requirement
125

- 126 a. All unit members who have a District documented medical or religious exemption, shall
127 undergo regular (weekly) testing for COVID-19 infection and produce proof of negative
128 COVID-19 test results to the District via the OptimumHQ portal when accessing any
129 District facility and/or having physical interaction/contact with District personnel and or
130 students. The uploaded documentation shall include the following information:
131
 - 132 ● The unit member's name and date of birth
 - 133 ● The name of the testing site
 - 134 ● The time and date the test was performed
 - 135 ● The results of the COVID-19 test.
- 136 b. Unit members who provide proof of full vaccination shall not be required to undergo
137 regular testing for COVID-19, except as provided by law, e.g., if fewer than 14 days
138 have passed since the unit member received their second vaccination shot, the unit
139 member exhibits symptoms, or the unit member travels outside the USA. Regular
140 testing is defined as once each calendar week
141
- 142 c. The unit member shall complete the COVID-19 test no more than 72 hours before the
143 unit member arrives on campus for their regularly scheduled assignment for the week.
144
- 145 d. The unit member shall submit either rapid antigen test results received within 24 hours
146 or diagnostic lab (PCR) test results received within 72 hours to the District via
147 OptimumHQ.
148
- 149 e. The District is providing COVID-19 testing on site at no cost to unit members. The
150 District is also providing a list of free and/or low cost testing sites to all unit members.
151 Unit members employed hourly (counselors, librarians, and instructional specialists)
152 may be released during their scheduled work hours at times that are pre-arranged with
153 their Dean/Area Manager in an effort to avoid conflict with scheduled direct student
154 contact. This time shall be limited to the actual time needed to be tested and shall have
155 no impact on the load of the unit member. Unit members shall incur any cost of off-
156 site testing
157
- 158 f. In the event that a unit member is unable to access their test results prior to their first
159 use of District facilities for the week, the District will accept rapid antigen testing dated
160 within the last 24 hours.
161
- 162 1. Unit members who provide a negative test result shall be allowed to complete
163 their regular assignment on campus for the remainder of the week.
164

165 2. In the event that a unit member provides proof of testing within the timelines of
166 7.d above and is unable to access their test results prior to their first use of
167 District facilities for the week, the unit member should contact their Dean/Area
168 Manager to discuss temporary alternative assignments. The District shall make
169 reasonable effort to provide a temporary alternative assignment for the unit
170 member. Alternative assignments may include telecommuting, synchronous
171 and/or asynchronous assignments and/or other versions of remote work.
172

173 8. Noncompliance

174
175 a. On or before January 3, 2022, Human Resources shall send at least three written
176 notifications to all faculty who have not been verified compliant with the Vaccine
177 Mandate (hereinafter “noncompliant”). The letter shall notify the faculty member that
178 their vaccination status is currently non-compliant.
179

180 b. No unit member shall be disciplined for requesting and receiving a medical or
181 religious exemption instead of getting vaccinated.
182

183 c. Part-Time unit members who are noncompliant shall not be eligible for rehire until
184 they provide proof of compliance.
185

186 d. Faculty members who have requested and been granted unpaid leave shall not be
187 permitted to return from any unpaid leave status until they provide proof of full
188 compliance with any vaccine mandate or exemption in effect at that time.
189

190 e. Employees shall be entitled to all due process procedures afforded under the
191 Education Code and the CBA.
192

193 f. Non-Compliance with Testing Requirements

194
195 Any faculty member who is required to submit a mandatory COVID-19 testing and
196 who fails to comply shall be prohibited from working on campus remotely or from
197 accessing District facilities, physical worksites, and other District property until they
198 provide proof of compliance.
199

200 g. Non-Compliance with Optimum HQ Check In Procedures

201
202 Because this is a matter of public safety, a violation of this provision results in
203 disciplinary action or the removal of an assignment.
204

205 9. Parental leave: Nothing in this MOU shall alter, reduce, or diminish a compliant faculty
206 member’s right to take parental leave for which they are qualified for as defined under
207 Article 36, or to which they may be entitled under the California Paid Leave clause of the
208 California Family Rights Act (CFRA), the federal Family Medical Leave Act (FMLA) or
209 other statutorily defined family leaves to which they may otherwise be entitled.
210

211 10. Sabbatical Leave: For the purposes and period of this MOU the following shall apply to
212 pending Sabbatical Leave Applications:
213

214 1. Any faculty member who wishes to be considered for sabbatical leave must be
215 fully compliant with the vaccine mandate on or before January 3, 2022.
216

217 2. Pending sabbatical leave applications of any faculty member who is
218 noncompliant on February 3, 2022, shall be rejected.
219

220 11. Compliance

221
222 The Parties acknowledge that the government response is evolving and agree to comply with
223 further state or federal legislation or orders as that affect this MOU and the implementation of
224 the Vaccine Mandate, however, the Parties agree that any future changes shall be the subject
225 of further negotiation.

226
227 12. Right to Negotiate

228
229 The Parties agree that working conditions and contractually negotiable issues have been
230 sufficiently negotiated in good faith. However, the parties further agree that subsequent events
231 may require additional discussion or create additional impacts and effects, said events may
232 include but are not limited to, subsequent approval of COVID-19 booster vaccines, significant
233 changes in the positivity rate of Los Angeles County, significant changes in medical guidance
234 issued by federal state, or local public health officials. Therefore, upon request, the Parties
235 agree to meet and negotiate over these matters in good faith as needed or as required under
236 the EERA.

237
238 This MOU shall expire in full without precedent on June 30, 2022, unless shortened or extended
239 by mutual written agreement of the Parties.

240
241 This Agreement is non-precedential, will not bind the Parties in any future action, whether under
242 similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint,
243 administrative or legal proceeding as evidence of past practice or intent of the parties or
244 meaning or application of the collective bargaining agreement.

245
246 Signed and entered into this 21st day of December 2021, in the State of California.

247
248
249 Cerritos Community College District

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251 
252 [Adriana Flores-Church \(Dec 23, 2021 16:32 PST\)](#)

253 Dr. Adriana Flores-Church
254 Vice President Human Resources

255
256 
257 [Randy Erickson \(Dec 23, 2021 09:54 PST\)](#)

258 Randy Erickson
259 Attorney for the District

260

Cerritos College Faculty Federation,
AFT Local 6215



Dr. April Bracamontes
CCFF/Lead Negotiator



Dr. Lynn Wang
CCFF President












Spring 2022_Vax MOU-2021-12-21_Updated


Final Audit Report

2021-12-24


| | |
|-----------------|--|
| Created: | 2021-12-22 |
| By: | Kelly Rios (krios@cerritos.edu) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA17O-opbFmiTigKdD4y7iiOzY_VGbMMSs |

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 Agreement completed.

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