

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CERRITOS COMMUNITY COLLEGE DISTRICT AND
CERRITOS COLLEGE FACULTY FEDERATION, AFT Local 6215
July 7, 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 District’s return to campus following the Novel Coronavirus (COVID-19) pandemic and the anticipated lifting or modification of the federal, state, and local declarations of emergency. This Agreement supersedes all prior COVID-19 MOUs executed by the parties.

This Memorandum of Understanding (MOU) shall take effect July 1, 2021, and shall continue in effect through December 31, 2021. If emergency orders are still in place as of December 31, 2021, the District and the Federation may mutually agree to extend or re-negotiate the terms of the MOU. This MOU may only be revised or extended in writing.

TERMS

1. The District expects a partial return to on-campus operations for the Fall 2021 semester. The District and CCFF recognize the importance of maintaining safe facilities and operations for the benefit of the students and communities served by the District and its faculty and staff. The Parties further agree that reasonable continuity of District operations shall be maintained, and reasonable accommodation shall be made for District employees who are impacted by the pandemic, as provided for by law.
2. The District has the sole and exclusive right to determine whether a campus/site is closed, maintained as open, or reopened after closure.
3. During the Fall 2021 semester, the District shall operate at 50% capacity under the modality and class size/service area as outlined in the Cerritos College [Return to Campus Plan](#). Individual unit members may request increased class size/service area in face-to-face student interactions in conformance with public health and safety guidelines.
4. In order to ensure the safety of faculty members returning to campus for their assignments, the District acknowledges its statutory obligation to provide a reasonably safe and sanitary working environment in conformance with COVID-19 guidelines issued by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH), California Chancellor of Community Colleges Office, the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), the Los Angeles County Office of Public Health, as well as other health orders from state and local public health officers. These guidelines may include, but are not limited to, items such as maximum occupancy of classrooms; social distancing requirements for all instructional spaces; screening and testing of all persons coming on campus by District-trained personnel; limits on the number of classes/students allowed on campus and within each building at any given time; limits on hallway and bathroom use; cleaning and disinfecting requirements; tracing and notification of exposure; ensuring the appropriate open ventilation and air circulation; and the provision of personal protective equipment (PPE) for faculty and students.

COVID-19 health and safety information can be found at:

- Center for Disease Control (“[CDC](#)”)

- California Department of Public Health (“[CDPH](#)”)
- California Community College Chancellor’s Office (“[CCCCO](#)”)
- California Department of Industrial Relations Division of Occupational Safety and Health (“[Cal/OSHA](#)”)
- Los Angeles County Office of Public Health (“[LACPH](#)”)

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.

5. The District shall comply with the [Return to Campus Plan](#) on District campuses and at District remote sites and any subsequent iterations as made in conformance with applicable federal, state, and local health and safety laws and guidelines. The District shall formulate policies, procedures and implementation, ongoing monitoring, troubleshooting and modifications to the “Return to Campus Plan” through the established Return to Campus Task Forces. There shall be at least two faculty appointed to each of the task forces, to be appointed by CCFF and the Faculty Senate.

For faculty who attend task force meetings in the summer, ten-month faculty will be paid at their regular hourly rate, and 11/12 month faculty shall be allowed to participate during their regularly scheduled working hours.

6. Communication and/or Notifications

The Federation shall be invited to participate in all return-to-campus area walkthroughs and shall be informed, in writing, of those walkthrough meetings.

7. All visitors, students, and employees are expected to observe state, federal, and local directives and guidelines, as well as the District’s Return to Campus Plan, when at a District campus or remote site. Faculty shall have the authority to require students to comply with state, federal, and District-established COVID-19 health and safety. Faculty will also have the option to ask a student to leave a classroom/workspace or cancel a class meeting with no loss of pay or leave if the situation with a student warrants in accordance with the Education Code and District Board Policy 5500 and Administrative Procedures 5520.

8. Sick leave for COVID-19-related illness and family care:

- a. The District will provide unit members with all applicable COVID-19-related leaves and entitlements as required under state and federal law.
- b. The Parties further agree that the District will provide unit members with any additional leaves or entitlements as provided for in any applicable COVID-19-related state and/or federal directive(s), authorization(s), and/or appropriation(s), as authorized by law.

- c. 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,

1001
0
0
101
102
103
104
105
106
107107
108108

109 9. Accommodations

110110

111 a. In the event that a faculty member who is assigned to work on campus has
112 additional reasonable cause to work remotely (e.g., the need to care for a
113 dependent, a member of their household falls into one of the categories identified
114 by the CDC as being at high risk for serious complications from the pandemic),
115 they should contact their Human Resources for accommodations. Unit members
116 with underlying health conditions, unable to access District facilities shall engage
117 in an interactive accommodation meeting with the Human Resources to determine
118 the most appropriate accommodation(s). Accommodation meetings can be either
119 virtual or in person. CCFF shall be permitted to attend any accommodation
120 meeting at the request of the unit member.

121121

122 b. Accommodation for Dependent Care

123123

124 Employees may use existing forms of leave to address a childcare provider or
125 school emergency affecting their children. If bargaining-unit employees do not
126 have access to their normal childcare due to the coronavirus epidemic and related
127 program and school closures, then the District may enable employees to work by
128 doing any of the following:

129129

i. allowing employees to enroll their children in childcare programs run by the
District, subject to capacity and enrollment restrictions; or

130

ii. accommodating employees with remote/online assignments.

131

132132

133

134134

135 10. Classroom Cleaning

136136

137

138

139

140

141141

142 11. Evaluation.

143143

144

145

146

147

148148

149

150150

151 12. Office hours shall be held virtually. Faculty shall be permitted to attend District/Faculty

152 meetings and other applicable faculty-related District meetings virtually subject to

153 applicable law.

154154

155 13. Pandemic Related Compensation for Fall 2021

156156

157

158158

159

160

161161

a. Course Compensation

The following applies to courses that are allowed to run during the Fall 2021 semester:

162
163
164164
165
166
167167
168
169
170
171
172
173
174
175175
176
177
178
179
180180
181
182
183183
184
185
186
187
188
189
190190
191
192192
193
194
195
196196
197
198
199
200
201
202
203
204
205
206206
207
208
209
210
211
212
213213
214
215215

- Remote and Online Courses: Sections that are identified as Remote or Online in Schedule Plus shall be paid at the member's regular rate
- 100% In Person Classes: Sections that are identified as 100% In Person in Schedule Plus shall be paid at the member's regular rate.
- Hybrid
 - Courses identified as hybrid in Schedule Plus shall be paid additional compensation associated with the hybrid format for Fall 2021. Hybrid courses will increase the workload of the faculty due to a combination of online and face-to-face, live instruction on campus to multiple groups of students in order to comply with the District's Return to Campus Plan.
 - Additional compensation for hybrid classes shall be calculated based on the hours specified within the Course Outline of Record. Faculty shall receive compensation of an additional 75% of the hours specified within the Course Outline of Record.
 - Additional compensation for hybrid classes shall have no impact on the calculation of faculty load.
 - Additional compensation for hybrid classes shall be paid at the member's overload rate (full-time faculty) or hourly rate (part-time faculty).
 - In instances where a remote section of lecture/lab is connected to a hybrid section of lecture/lab there shall be no additional pay for the lecture/lab sections identified as remote.

b. One Time Payment for Full and Part Time Faculty

The District shall make a one-time gross payment of \$2500 (less required withholding for payroll taxes) for each member of the CCFF bargaining unit employed Fall of 2021, including late start classes.

The one-time payment is in consideration of the impacts of returning to campus with modification, and addressing changes in working conditions, including but not limited to increases in workload, changes in work location and space, and additional work-related and personal household expenses incurred by employees due to the COVID-19 pandemic and while working under multiple modalities for the period of July 1, 2021 through December 31, 2021 -- including but not limited to, increases in expenses associated with employee usage of personal utilities, internet/wifi, phone service, cell phone service, equipment/technology, supplies, and wellness/self-care as a result of changes in working conditions.

Upon ratification of this Agreement by the Cerritos College Board of Trustees, the one-time payments would be paid out as taxable compensation on the employees' regular paycheck as soon as practicable, taking into consideration the extra workload imposed on the Business Office/Payroll Department to carry out all the steps necessary to make the payments. Most likely, the timing of payment would be on the September 2021 paycheck at the earliest.

14. Class Cancellations/Minimums for Fall 2021

216 Once scheduled, the District shall make reasonable efforts to move in-person classes to
217 an alternate session and/or modality prior to the cancellation of the section in question.

218218

219 14. Faculty Without Designated Office Space

220220

221 Both of The Parties acknowledge hybrid and in person assignments necessitates access
222 to an office space beyond the classroom. For faculty without a designated office space, a
223 list of work areas will be available. The District will also provide a reservation system in
224 Canvas, for faculty to reserve and maintain scheduling of office space availability.

225225

226 15. Mitigating Pandemic Impacts on Part Time Faculty

227227

228 a. Medical Reimbursement

229229

230 ● Part-time faculty who qualified for medical reimbursements, in accordance with the
231 collective bargaining agreement provisions, and are actively employed at the time they
232 apply, are eligible for pro-rated reimbursements for the Fall 2021 semester. The
233 maximum reimbursement shall be \$1,000 as identified in the CBA. Faculty whose load
234 is 40% or more of a full-time load will have the maximum reimbursement set by the
235 amount of their load relative to 40%. For example, faculty who work 20% FTE are
236 eligible for up to \$500 reimbursement, as 20% is one half of 40%.

237237

238 ● Members who were eligible for prorated medical reimbursement in Spring 2021 shall
239 have that semester count toward eligibility for medical reimbursement in subsequent
240 years.

241241

242 b. Impact of Refusing an Assignment on Part-Time Seniority Preferred Reemployment
243 Status

244244

245 Part-Time Faculty have the right to refuse an in-person assignment during the duration of
246 this MOU for documented medical reasons and other legally protected leaves (e.g.,
247 dependent care, high risk individuals, and/or living with high risk individuals, etc.) without
248 it counting as a refusal in the calculation or loss of seniority.

249249

250 16. COVID-19 Testing

251251

252 The District shall provide free COVID testing to bargaining unit employees who are
253 identified as having been exposed to COVID-19 while performing services on District
254 premises during an outbreak.

255255

256 17. Online Instruction

257257

258 a. All faculty teaching distance education (as defined by Title 5 CCR §55200) must
259 meet the requirement for minimum competency before the start of the class. In
260 accordance with section 4.7 of the 2018-21 CBA, the District shall offer online
261 professional development/training for all faculty to assist in remote instruction. To
262 meet the minimum competency, all faculty shall have completed, at a minimum,
263 the “Accessibility” and “Regular Substantive Contact” modules in order to instruct
264 online/distance education.

265265

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

- 269 c. New full-time faculty who have completed these modules in Fall 2021 will receive
270 4 hours of flex credit for these 2 modules. New part-time faculty in Fall of 2021 will
271 be paid after completion of these two modules in the Fall of 2021 (2 hours per
272 module for a total of 4 hours) pursuant to Paragraph 16.2(d).
273273
274 d. New non-instructional faculty and/or non-instructional faculty who had not been
275 assigned to teach for both semesters of the 2020-2021 academic year who instruct
276 online/distance education and are not eligible to receive flex credit for the two
277 modules, and who complete mandatory trainings in the Fall of 2021, shall be paid
278 at \$40 per hour (for a maximum of 4 hours).
279279
280 e. All full-time and part-time faculty who sign up and satisfactorily complete the full
281 online certification will receive a one-time stipend of \$500. Any new instructor who
282 can verify certification in @ONE training, or other District-approved online
283 certification is eligible for the \$500 stipend by completing other District-approved
284 training in the Fall of 2021. New instructors shall present alternate training to the
285 DE Coordinators via email for approval. The District shall provide information on
286 what training is available during Summer and Fall 2021.
287287
288 f. Any full-time faculty member who was on sabbatical or other District-approved
289 leave for any period of time since March 2020 (or any full-time faculty member with
290 a Fall 2021 teaching assignment who had not been assigned to teach for both
291 semesters of the 2020-2021 academic year) shall be eligible to receive the
292 appropriate compensation as outlined above for completing minimum competency
293 training or full online certification by the end of Fall 2021
294294

295 Given the fast-changing nature of this pandemic, the Parties may amend, delete, or
296 add to this Agreement with mutual consent.
297297

298 This MOU shall expire in full without precedent on December 31, 2021, unless shortened or
299 extended by mutual written agreement of the Parties.
300300

301 This Agreement is non-precedential, will not bind the Parties in any future action, whether under
302 similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint,
303 administrative or legal proceeding as evidence of past practice or intent of the parties or
304 meaning or application of the collective bargaining agreement.
305305

306 Cerritos Community College District

Cerritos College Faculty Federation,

307

AFT Local 6251

308308

309309 
Adriana Flores-Church (Jul 25, 2021 22:05 PDT)



310 Dr. Adriana Flores-Church
311 Vice President Human Resources

Dr. April Bracamontes
CCFF/Lead Negotiator

312312

313313 
Rex Randall Erickson (Jul 7, 2021 18:44 PDT)



314 Randy Erickson
315 Attorney for the District

Dr. Lynn Wang
CCFF President

316316

317317