

**Memorandum of Understanding
by and between the
Glendale College Guild, Local 2276
and the
Glendale Community College District**

The Glendale College Guild, Local 2276 (Guild) and the Glendale Community College District (District), hereby agree to the following:

The District and the Guild recognize the importance of maintaining safe facilities and operations, for the benefit of its students, communities, faculty, and classified staff. The Guild and the District recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with COVID 19. Care should be taken to identify potential exposure and prevent the spread of the disease. The District and the Guild agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the COVID19 pandemic.

To these ends, the District and Guild agree as follows:

1. This Memorandum of Understanding (MOU) is effective June 11, 2020 through August 21, 2020 to address the COVID 19 pandemic. Should the need for this MOU extend beyond August 21, 2020, the District and the Guild may mutually agree to extend this MOU in additional 30-day increments.
2. The District shall inform Guild as soon as practicable should it learn of a confirmed or likely COVID 19 infection of a District employee(s) or student(s) and the affected campus or worksite.
3. The District shall train its employees in public health measures, hygiene, and sanitation to help prevent the spread of COVID 19 and shall ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). The Guild shall cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk).
4. In accordance with Article VII, Leaves of Absence, Section 8, Miscellaneous, when a faculty member is under quarantine by the Health Office of the City or County for such a period of quarantine, provided that such a period of absence is not more than two (2) weeks, and provided further that not more than two (2) separate periods of quarantine, shall be paid for in any fiscal year to any one faculty member.

5. Faculty who are otherwise ill shall not report to work and will remain off work for at least 24 hours after no longer having a fever or cold/flu-like symptoms. Should this occur, faculty shall report absences in accordance with department/division procedures and may use existing sick leave balances.
 - a. The District has also established an emergency sick leave fund to assist an ill faculty member who does not have existing sick leave balances available. Faculty in need of emergency sick leave should contact their Dean or program manager who will coordinate emergency sick leave usage with Human Resources.
6. The District recognizes and understands each faculty member may have personal circumstances that require a presence at home. Faculty that need to take time off and are unable to work remotely due to child or elder care disruption should contact both their division chair and dean or program manager to discuss the use of any personal leave and other accrued leave. The chair and/or dean shall then contact Human Resources to coordinate the faculty leave needs.
7. In the event of a District closure due to the COVID 19 pandemic, Guild bargaining-unit employees shall not suffer any loss of pay or benefits relative to their regular schedules for the period of closure.
8. Remote Course and Service Delivery Environment
 - a. Faculty may be required to work remotely from home or another assigned location.
 - b. Faculty who offer classes or services that cannot be transitioned to remote, online delivery may continue to teach in person, in consultation with the chair, dean, and appropriate vice president, and as permitted by local, state, and federal government agencies. If course or service migration to remote, online delivery is not feasible, the Guild and the District shall meet and confer virtually regarding the impact on pay and benefits for faculty responsible for the courses and services affected by the transition.
 - c. Faculty working remotely during a campus closure who become ill may be required to use sick leave, following the provisions in (4) and (5) above.
 - d. As the District implements a remote, online course and service delivery environment, all faculty will be provided training, materials, and other resources required to prepare and implement such a program.
 - i. Beginning March 17 through March 22, 2020, faculty shall be afforded one week of paid time, free of teaching duties, to receive additional training in remote, online course and service delivery.
 - ii. Faculty who need additional assistance with transitioning to a remote, online environment shall have self-identified no later than March 22, 2020. Faculty

who self-identified shall be provided with a peer resource to assist with the remote, online environment transition.

- iii. Any online/distance education requirements contained in the collective bargaining agreement shall be suspended during the term of this MOU.
- iv. Faculty shall endeavor to provide synchronous remote, online course and service delivery, however, during the transition, asynchronous course and service delivery may occur due to technology difficulties or in the event that instruction may be more effectively provided through asynchronous methods. It is expected that, whenever possible, attendance will be taken in a synchronous environment using Canvas chat or a similar mechanism.
- v. **Positive attendance courses and service delivery**
 - a. Positive attendance courses that are converted to a synchronous remote, online mode of instruction should continue to apply the CCCC Positive Attendance Procedure. Faculty should continue to track each student's attendance at each class meeting (whether meeting face-to-face or in remote, online environment) and maintain records in the same manner as face-to-face positive attendance courses. The attendance accounting exception is granted consistent with Emergency Condition provisions (Cal. Code Regs., tit. 5, § [58146](#)). It is expected that, whenever possible, attendance will be taken in a synchronous environment using Canvas chat or a similar mechanism.
 - b. Positive attendance courses may provide asynchronous course and service delivery due to technology difficulties or in the event that instruction or service delivery may be more effectively provided through asynchronous methods. Faculty teaching courses that require positive attendance shall report to the division chair and area Dean if they adopt asynchronous course and service delivery
 - 1. Informational Item: For asynchronous positive attendance courses (meaning the students and instructor are not interacting via communication technology during scheduled class sessions), the District is permitted to estimate the number of contact hours that would have been generated in the affected courses, had the courses not been converted to remote, online delivery. In generating this estimate, the District should conduct an analysis which considers total enrollment in the course and the number of contact hours generated by that enrollment in the prior three years. For courses that have been offered inconsistently in the past or are new, the District should use data from a similar course. This average ratio of contact hours to total enrollment should be applied to the total enrollment in the affected courses to determine an estimate for the number of contact hours that would have been generated. The District

should maintain attendance records as well as the analysis used to estimate the contact hours for affected positive attendance courses as required for the annual audit. The District should input the estimated contact hours under part IV of the CCFS-320 Apportionment Attendance Report.

- c. Faculty who log into Canvas or a similar mechanism at the beginning of their synchronous course time shall remain in paid status regardless of student enrollment.
 - e. Faculty may participate in governance meetings via phone, video conference, or online.
 - f. Faculty may hold all their office hours online according to the methods outlined in Article VI, Hours, Section 3, A and C.
9. Evaluations: During the term of this MOU, incomplete evaluations of tenured faculty currently subject to evaluation under Article IX, Evaluation Procedures, shall be postponed. Full-time faculty currently conducting evaluations of adjunct faculty shall be postponed. If upon return to regular on-site campus operations, the evaluation of tenured faculty and/or adjunct faculty may reasonably be completed by the dates set forth in the collective bargaining agreement, then such evaluations shall continue at that time. Otherwise, the parties agree to postpone incomplete evaluations to the 2020-2021 academic year.
10. As issues within the scope of representation regarding the transition to a remote, online environment arise, including workload and academic calendar, the District and the Guild reserve the right to reopen this MOU.

Date of MOU: April 23, 2020



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Victoria Simmons,
Chief Negotiator,
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