

**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. Term of the MOU

- a. This Memorandum of Understanding (MOU) is effective August 31, 2020 through June 9, 2021 to address the COVID 19 pandemic.

2. Health and Safety

- a. 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) who have been onsite or at a GCCD-sponsored site.
- b. 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, hand sanitizer, and appropriate face coverings). 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. Employees may grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk.
- c. **Employee Illness**
 - i. Faculty who are ill with COVID-19-related symptoms shall not report to work and must remain off work and contact their health care provider.
 - ii. Faculty who receive a COVID-19 diagnosis may only return to work if 10 days have passed since symptoms first appeared, their symptoms have improved, and faculty has had no fevers (without the use of fever reducing medications) for the last 24 hours. Faculty without symptoms who were diagnosed with COVID-19 may return to work only if 10 days have passed since the date of the first positive COVID-19 test. (See CDC.gov)

- iii. Faculty shall report absences in accordance with department/division procedures.
 - 1. Faculty working remotely who become ill may be required to use sick leave, following the provisions in 3 below.
- d. 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.

3. Leaves of Absence

a. Article VII, Leaves of Absence, Section 8, Miscellaneous

- i. 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.

b. Federal Emergency Paid Sick Leave (EPSL) effective 4/1/2020 through 12/31/2020

- i. The District shall implement and administer EPSL, which affords faculty up to two weeks (70 hours) or a pro-rata equivalent based on appointment percentage of sick leave, to be used for COVID-19 related issues including:
 - 1. A Federal, State, or local quarantine or isolation order,
 - 2. Advice from a health care provider to self-quarantine due to concerns related to COVID-19,
 - 3. A faculty member who is experiencing symptoms of COVID-19 and is seeking a medical diagnosis,
 - 4. Caring for an individual who is subject to a Federal, State, or local quarantine or isolation order related to COVID-19 or been advised by a health care provider to self-quarantine due to concerns related to COVID-19 order,
 - 5. Care for a son or daughter whose school or place of care has been closed, or whose childcare provider is unavailable, due to COVID-19 precautions, or
 - 6. A faculty member experiencing any other substantially similar condition specified by the federal Secretary of Health and Human Services in consultation with the federal Secretary of the Treasury and the federal Secretary of Labor.
- ii. EPSL shall not be considered part of a faculty member's regular sick leave accruals or extended sick leave accruals.
- iii. Faculty members shall submit acceptable supporting documentation of the need to take EPSL related to COVID-19. Examples of acceptable supporting documentation include:
 - 1. Federal, State or local quarantine isolation order,
 - 2. Written documentation from a health care provider advising the employee to self-quarantine,

3. Notice of closure that has been posted on a government, school, or day care website,
 4. Notice of closure published in a newspaper, or
 5. Email notice of closure from an employee or official of the school, place of care, or childcare provider.
- iv. The Guild and the District agree to waive the daily and aggregate caps associated with EPSL including:
1. The employee leave related \$511 daily cap/\$5,110 aggregate cap, and
 2. The employee leave related to care for a daughter or son \$200 daily cap/\$2,000 aggregate cap.

c. Family and Medical Leave Act Public Health Emergency Leave (“EFMLA”) effective 4/1/2020 through 12/31/2020

- i. The District shall implement and administer the EFMLA which affords faculty members the ability to use up to 12 workweeks of unpaid leave due to the employee’s inability to work, including telework, because an employee’s son or daughter’s place of care/child care provider or school has been closed due to a public health emergency. To qualify for EFMLA, a faculty member’s son or daughter must be under 18 years of age.
- ii. EFMLA shall run concurrently with FMLA and shall only be used for items listed in 3. c. i. above.
- iii. Faculty members shall submit acceptable supporting documentation of the need to take EFMLA related to COVID-19. Examples of acceptable supporting documentation include:
 1. Notice of closure that has been posted on a government, school, or day care website,
 2. Notice of closure published in a newspaper,
 3. Email notice of closure from an employee or official of the school, place of care, or childcare provider
- iv. EFMLA is unpaid, however, a faculty member may elect to use existing paid leave accruals including EPSL or existing sick leave accruals.

d. Additional Leave Considerations

- i. If EPSL or EFMLA have been exhausted or the federal provisions have expired, 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, as well as Human Resources to explore potential leave pursuant to Article VII, Leaves of Absence.
- ii. 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.

4. Essential Service Workforce Faculty In-Person Classes or Student Services

- a. The District shall meet and confer with the Guild prior to resuming any class, lab, library, or counseling service(s) that involves faculty involved with in-person student interaction.
- b. The District shall train its employees in public health measures referenced in 2.b.
- c. The District, in consultation with the Guild, shall create a policy and process for accountability and implementation of consequences for noncompliance with 2.b. and 4.e.
- d. If courses or programs are offered with in-person student interaction and then cancelled due to COVID-19-related issues during the term of this MOU, the District and the Guild shall meet and confer.
- e. The District shall provide faculty providing either in-person classes or student services and the Guild with a copy of a plan delineating safety protocols for social distancing and required Personal Protective Equipment.
- f. At the beginning of the fall semester, the District shall provide the Guild with a list of free testing site locations within Los Angeles County.
- g. Students are required to follow the reasonable direction of faculty as delineated in [Administrative Regulation 5500, Standards of Student Conduct](#).

5. Distance Education effective fall 2020, winter intersession 2021, and spring 2021

- a. Article VI, Hours of Work, Section 16, Assignment Limitations shall be modified as follows:
 - E. Faculty members shall not be assigned online or hybrid courses without their consent. Only faculty members who have completed a distance education training course for fully online or hybrid courses, approved by Glendale Community Colleges Committee on Distance Education (CoDE) ~~for fully online and hybrid courses~~, shall may be offered ~~such~~ distance education courses by the Vice-President of Instructional Services.
 - G. No contract instructor shall be assigned fully online distance education (~~fully online and/or hybrid~~) courses for more than ~~67%~~ 100% of ~~his/her~~ their load without prior approval by the Guild and Vice-President of Instructional Services.
- b. In accordance with Article VI, Hours of Work, Section 3, Office Hours, A. Office Hours Full-Time Faculty, faculty who teach 100% fully online or hybrid courses as delineated in Number 2, may conduct all office hours in an online or hybrid environment.

6. Remote Synchronous Instruction (RSI) and Remote Student Service Delivery Environment

- a. Faculty may be required to work remotely from home or another assigned location.
- b. While in an RSI or a remote student service delivery environment, all faculty will be provided training, materials, and other resources required to prepare and implement such a program.
 - i. Faculty shall endeavor to provide RSI or remote synchronous student services, however, instances of asynchronous course and student service delivery may occur in the event that instruction or student services may be more effectively provided through asynchronous methods or due to technology difficulties. It is

expected that, whenever possible, attendance will be taken in a synchronous environment using Canvas chat or a similar mechanism.

- ii. Positive Attendance Courses
 - a. Positive attendance courses that are converted to an RSI 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 and maintain records in a similar manner as in-person 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 an RSI environment using Canvas chat or a similar mechanism.
 - b. Positive attendance courses may provide instances of asynchronous course delivery due to technology difficulties or in the event that instruction may be more effectively provided through asynchronous methods.
 - 1. Informational Item: fall 2020 and spring 2021 positive attendance courses and related attendance shall be reported based on the guidelines established by the California Community College Chancellor's Office.
- iii. Faculty who log into Canvas or a similar mechanism at the beginning of their RSI course time shall remain in paid status regardless of student enrollment.
- iv. Faculty may hold all their office hours online according to the methods outlined in Article VI, Hours, Section 3, A and C.

7. Evaluations

- a. Taking into account the RSI environment, the following groups of faculty due to be evaluated in the fall 2020 and/or spring 2021 shall be evaluated adhering to the procedures as delineated in Article IX, Evaluation Procedures:
 - i. Tenure-track faculty due fall 2020
 - ii. Tenured faculty due spring 2021
 - iii. DE adjunct faculty due fall 2020
 - iv. Adjunct faculty due spring 2021
 - v. Adjunct faculty hired in the spring or fall 2020 or spring 2021
- b. Adjunct faculty, other than those referenced in 7.a.iv., due for either a spring or fall 2020 evaluation under Article IX, Evaluation Procedures, Section 9 shall be waived and the evaluation due date shall be reset to spring or fall 2023.
- c. Adjuncts identified in 7.b. shall not be automatically placed on the reemployment rights list. This MOU acts as a special waiver for two semesters and is not intended by the Guild or the District to be subject to Article VI, Section 21, D. of the collective bargaining agreement.
- d. Adjunct faculty members due to be evaluated in the fall 2020 semester may "self-elect" to be evaluated remotely in fall 2020 if they wish to do so.
- e. According to Article IX, Evaluation Procedures, there are certain instances when a faculty member may be evaluated outside of the three-year cycle, "*such as student complaints registered against a faculty member or other indicators of less than satisfactory performance.*" However, in order to help mitigate the impact of the RSI and remote student service environment during the COVID-19 pandemic, the Guild, division chair, and area administrator

shall be consulted before any faculty member is notified that they are to be evaluated out of contractually delineated cycle.

8. Scope of Representation

- a. As issues within the scope of representation regarding a remote learning environment arise, including workload and academic calendar, the District and the Guild reserve the right to reopen this MOU.

Date of MOU: August 27, 2020



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