MEMORANDUM OF UNDERSTANDING between the CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION AND ITS GLENDALE COMMUNITY COLLEGE CHAPTER #76 and the GLENDALE COMMUNITY COLLEGE DISTRICT

The following Memorandum of Understanding (hereinafter "MOU") reflects the agreement of the California School Employees Association and Its Glendale Community College Chapter #76 (hereinafter "CSEA") and the Glendale Community College District (hereinafter "District") regarding the following:

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of its students, communities, classified employees, and faculty. CSEA 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 CSEA agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the COVID-19 pandemic.

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

1. Higher Education Emergency Relief Fund (HEERF) Utilities and Supplies and Onsite Work Stipend

- a. Classified staff who have performed work in a remote and/or hybrid remote (limited on site and remote) work environment from March 17, 2020, through December 15, 2021, shall be eligible for a one-time, \$1,500 HEERF utilities and supplies stipend. The purpose of this one-time stipend is to offset classified staff costs associated with a remote work environment including but not limited to: utilities, supplies and other items necessary to create an ergonomically sound, remote workstation.
- b. Classified staff who have performed work onsite, including custodial and gardening staff, shall be eligible for a one-time, \$1,500 HEERF stipend based on their onsite work associated with implementing evidence-based practices to monitor and suppress coronavirus in accordance with public health guidelines, including facilities and grounds sanitation measures.
- c. Classified staff hired on or after December 1, 2020, and before June 30, 2021, shall be eligible for a one-time \$750 HEERF stipend based on criteria referenced in either item 1.a. or 1.b.
- d. Classified staff who retired on or before December 31, 2020, shall be ineligible for the one-time stipend referenced in items 1.a-b.
- e. Classified staff who have been or are currently on a District approved leave of absence and not performing work in a remote, hybrid, or onsite work environment for greater than six months shall be ineligible for the one-time stipend referenced in items 1.a.-c.

- f. Classified staff who also work perform in an adjunct role are ineligible for a HEERF stipend based on their adjunct role.
- g. The HEERF stipend referenced in items 1.a-c. shall be considered non-precedent setting.

2. HEERF Utilities and Supplies and Onsite Work Stipend: Eligibility List

a. The District shall generate a HEERF utilities and supplies and onsite work stipend eligibility list based on items delineated in items 1.a.-d. The District shall provide this list to CSEA for review. After reviewing the classified staff HEERF utilities and supplies and onsite work stipend eligibility list and making mutually agreed upon modifications as deemed necessary, CSEA and District shall mutually agree upon a final list of eligible classified staff. All classified staff delineated in the mutually agreed upon final HEERF utilities and supplies and onsite work stipend eligibility list shall receive the one-time stipend referenced in items 1.a.-c. The mutually agreed upon final HEERF utilities and supplies and onsite work stipend list shall be attached to this MOU for reference and confirmation of stipend eligibility.

3. Approximation of Utilities and Supplies Costs Associated with a Remote and/or Hybrid Remote Work Environment

- a. The HEERF utilities and supplies stipend referenced in item 1.a. or 1.c. represents the full extent of the District's commitment to equitably cover utilities and supply costs of a remote and/or hybrid remote work environment from March 17, 2020, through December 15, 2021, and also represents an average cost associated with utilities and supplies for classified staff. The HEERF utilities and supplies stipend referenced in item 1.a. or 1.c shall not represent actual costs borne by individual classified staff; instead, the stipend amount shall be construed to represent an average monthly utilities and supplies cost over the 21.5 months of a remote work and/or hybrid work environment brought about by the COVID-19 pandemic.
- b. Classified staff shall not be required to present documentation associated with actual utilities or supply costs from March 17, 2020, to December 31, 2021.

Date of MOU: June 7, 2021

Saodat Aziskhaoova, Chief Negotiator

Saodat Aziskhanova

CSEA and its Chapter #76 Glendale Community College

Angelica Reyes,

CSEA Labor Relations Representative

Victoria Simmons, Chief Negotiator,

Glendale Community College District

MEMORANDUM OF UNDERSTANDING

between the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS GLENDALE COMMUNITY COLLEGE CHAPTER #76

and the

GLENDALE COMMUNITY COLLEGE DISTRICT

The following Memorandum of Understanding (hereinafter "MOU") reflects the agreement of the California School Employees Association and Its Glendale Community College Chapter #76 (hereinafter "CSEA") and the Glendale Community College District (hereinafter "District") regarding the following: _

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of its students, communities, classified employees, and faculty. CSEA 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 CSEA agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the COVID-19 pandemic.

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

1. Term of the MOU

 This Memorandum of Understanding (MOU) is effective June 14, 2021, through December 22, 2021.

2. Addenda to the Addressing COVID-19 Summer and Fall 2021 MOU: Classes Returning to Limited, Onsite Instructional Delivery for the Fall 2021 Academic Semester

- a. Beginning June 14, 2021 through December 22, 2021, the District shall resume limited in-person, onsite classes and/or laboratory classes in the following divisions, disciplines, and areas:
 - Child Development Center (Fall semester) periodic classes with a reduced class size
 - Music (Fall semester) periodic performance and/or ensemble class meetings or practices conducted in an outdoor setting
 - Dance (Fall semester) periodic classes and/or practices conducted in an outdoor setting
 - Machine Technology ((Fall semester) CNC classes
 - Aviation (Fall semester) flight classes
 - Biology (Fall semester) periodic laboratory classes
 - Chemistry (Fall semester) periodic laboratory classes
 - Physics (Fall semester) periodic laboratory classes
 - Medical Assisting, Non-Credit (Summer Intersession /Fall semester) periodic classes with a reduced class size

- Kinesiology (Fall semester) periodic classes conducted in an outdoor setting
- Culinary Arts (Fall semester) periodic classes (no more than nine students in a room)

The Vice President, Instructional Services shall review, approve and schedule the above classes and/or laboratory classes so long as they are conducted in accordance with state, county and city safety standards and based on the terms of this MOU.

- b. Classified staff may voluntarily return to in-person, onsite support of classes and/or laboratory classes delineated in item 2.a.
- c. Classified staff who opt to remain in a remote work environment from June 14, 2021 through December 22, 2021 may do so if they have sufficient work to perform remotely, as determined by the area administrator. If classified staff do not have sufficient work to perform remotely as determined by the area administrator, they must use vacation accruals to remain in paid status from June 14, 2021 through December 22, 2021.

3. Public Health Measures and Training

- a. The District shall train classified staff 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 CSEA shall cooperate with the District in any necessary public health actions, such as contact tracing, of infected individuals.
- b. The District shall provide classified staff a link to the District's COVID-19 Injury and Illness Prevention Program Addendum, which delineates safety protocols that are in place during the COVID-19 pandemic.

4. Classified Staff Illness

- a. Classified staff who are ill with COVID-19-related symptoms shall not report to work and must remain off work and contact their health care provider.
- b. Classified staff 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 had no fevers (without the use of fever reducing medications) for the last 24 hours. Fulltime and adjunct instructors 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)
- c. Classified staff shall report absences in accordance with department/division procedures.

5. Class or Laboratory Class Cancellation

a. If an onsite class or laboratory class has multiple or consistent incidence of COVID-19 positive cases, as determined by the District, the class or laboratory

class, or portion of the course or program, shall be moved to remote instruction for a minimum of 10 consecutive days and up to the remainder of the semester as determined by the District.

6. Student Standards of Conduct

 Students are required to follow the reasonable direction of classified staff, fulltime instructors, and adjunct instructors as delineated in <u>Administrative Regulation 5500</u>, <u>Standards of Student Conduct</u>.

7. Scope of Representation

As issues within the scope of representation, the District and the CSEA reserve the right to reopen this MOU.

Date of MOU: May 19/2021

Saodat Aziskhanova, Chief Negotiator

CSEA and its Chapter #76 Glendale Community College

Angelica Reyes,

CSEA Jabor Relations Representative

Victoria Simmons, Chief Negotiator,

Glendale Community College District

SIDE LETTER between the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS GLENDALE COMMUNITY COLLEGE CHAPTER #76 and the

GLENDALE COMMUNITY COLLEGE DISTRICT

The following Side Letter reflects the agreement of the California School Employees Association and its Glendale Community College Chapter #76 (hereinafter "CSEA") and the Glendale Community College District (hereinafter "District") regarding the following:

In order to provide consistent evaluation of all classified staff in accordance with the Accrediting Commission of Community and Junior Colleges (ACCJC), Standard III. A. Resources, Subsection A. Human Resources, Subsection 5 Evaluations, CSEA and the District agree to clarify the Collective Bargaining Agreement language regarding the frequency of the evaluation process for classified staff with the following:

Article XVII, Evaluation Procedures

- **SECTION 2. Evaluation Schedule** Job performance of employees shall be evaluated in accordance with the following schedule:
 - **A.** Probationary employees shall be evaluated at the end of the second(2nd) and fifth (5th) months of service. (see Appendix E)
 - **B.** Permanent employees shall be evaluated at the end of the first year and every other year thereafter. on or before the anniversary date.

Date of Agreement: June 16, 2021

Saodat Aziskhanova, Chief Negotiator

Saodat Aziskhanova

CSEA and its Chapter #76

Victoria Simmons, Chief Negotiator

Glendale Community College

Angelica Reyes, Labor Relations Representative CSEA