

**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 30, 2021, through December 15, 2021 (Fall semester) to address the COVID 19 pandemic.

2. Supersession and Replacement of Prior COVID-19-Related MOUs

This MOU is intended to supersede and replace the MOUs referenced for the Fall 2021 semester:

- Guild MOU Addressing Covid-19 Summer and Fall 2021 2021-02-11, dated 02/18/2021;
- Guild MOU Addressing Covid-19 Summer and Fall 2021 2021-02-11 Addenda, dated 04/08/2021; and
- Guild MOU Addressing Covid-19 Summer and Fall 2021 2021-02-11 Classes or Lab Classes Returning, dated 05/12/2021

3. Health and Safety

- a. For purposes of this MOU, a 'qualifying individual' includes the following: an employee of GCCD, student worker, student, or contractor.

As required by Labor Code section 6409.6, the District shall inform the Guild President, by email, of potential exposure to COVID-19 by a qualifying individual, who was also working onsite, that had the following:

- A laboratory confirmed case of COVID-19; or
- A positive COVID-19 diagnosis from a licensed health care provider; or
- A COVID-19 related isolation order from a public health official

- 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. Faculty are reminded of their duty to do assigned work absent reasonable fears for their health or safety.
 - i. The District shall train its onsite faculty in public health measures referenced in 3.b.
- c. Vaccination Status
 - i. The District shall develop and implement a District-wide certification or attesting of vaccination status for all employees.
 - ii. Vaccinated Faculty
 - a) In accordance with California Occupational Safety and Health Agency (CalOSHA) regulations, and so long as they do not evidence COVID-19 symptoms, fully vaccinated faculty shall not be required to be tested or quarantined after close contact with a COVID-19 positive individual(s).
 - iii. Unvaccinated Faculty
 - a) Upon request, the District shall provide unvaccinated faculty face coverings or approved respirators.
 - b) Unvaccinated faculty who have been in close contact with a COVID-19 positive individual(s) shall be tested and quarantined in accordance with Centers for Disease Controls (CDC) and Los Angeles County Department of Public Health (LACDPH) guidelines or orders.
- d. Faculty Illness
 - i. Vaccinated and unvaccinated 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. Vaccinated and unvaccinated faculty who become ill may be required to use sick leave, in accordance with Article VII, Leaves of Absence and item 4, a-b below.
 - iii. Faculty shall report absences in accordance with department/division procedures.
- e. Face Coverings/Masks
 - i. Both vaccinated and unvaccinated faculty shall wear face coverings while working indoors and outside at District facilities.
 - ii. In accordance with CalOSHA regulations, the District may develop and implement a District-wide certification or attesting of vaccination status process. If a vaccine status process is developed and modifies face covering requirements, the District shall provide an update to all faculty when this occurs.
 - i. The District, in consultation with the Guild, shall create a process for accountability and implementation of consequences for noncompliance with number 3.e.

- f. In the event of a District closure due to the COVID 19 pandemic, faculty shall not suffer any loss of pay or benefits relative to their regular schedules for the period of closure.

4. 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. Additional Leave Considerations
 - i. 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.

5. Resumption of In-Person Classes or Student Services

- a. Onsite instructional classes, laboratory classes, library services, and student services (collectively hereafter 'classes or student services') may resume effective August 30, 2021.
- b. Faculty shall have the option to elect one of the following options, based on student support needs:
 - i. Return onsite to conduct class(es) or student services work;
 - ii. Return to a hybrid - both onsite and remote synchronous instruction - in a hy-flex camera learning environment;
 - iii. Return to a hybrid - both onsite and/or onsite video conferencing – student services environment; or
 - iv. Remain in a remote class or student services synchronous learning environment.
- c. Deans or program managers shall schedule onsite classes or student services based on student support needs and a sufficient number of faculty who elect options contained in item 5., b., i through iii. The area Vice President shall review and, where appropriate, approve the onsite classes or student services schedules.

Faculty shall provide their preferred option from item 5.b.i through 5.b.iv. to the area dean or program manager by July 30, 2021. Approval of items 5.b.i through 5.b.iii.

shall be subject to approval by the area dean/program manager and the area Vice President.

- d. Onsite, hybrid/hy-flex, and remote synchronous or asynchronous classes shall continue to be scheduled or cancelled in accordance with Article X, Class Size.
- e. If class(es) or student services are offered with onsite, 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.
- f. Students are required to follow the reasonable direction of faculty as delineated in [Administrative Regulation 5500, Standards of Student Conduct](#).

6. Distance Education for Fall Semester 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 6, may conduct all office hours in an online or hybrid environment.

7. Remote Synchronous Instruction (RSI) and Remote Student Services Environment

a. Faculty may be required to work remotely from home or another assigned location.

b. While in an RSI or a remote student services 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 student services, however, instances of asynchronous course and student services 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.

a) 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 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.

8. Evaluations

- a. Taking into account both the RSI and asynchronous environment, all regularly scheduled evaluations shall continue as delineated in Article IX, Evaluation Procedures.
- b. In order to help mitigate the continued impact of the RSI and remote student services environment during the COVID-19 pandemic, evaluators of RSI faculty (non-DE) are encouraged to use evaluations as a professional development tool.
- c. To effectively and safely administer student evaluations during the Fall 2021 semester, student evaluations referenced in Article IX, Section 10 Student Evaluations, shall be conducted completely online and in a remote learning and student services environment.
- d. 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 services 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 the contractually delineated cycle.

9. Scope of Representation

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

Date of MOU: July 7, 2021



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