

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), hereinafter referred to collectively as the Parties, recognize that the importance of the integrity and continuity of the District's operations and service to its students must continue to be carefully balanced with a sustained collective commitment to take all reasonable measures to prevent the spread of the COVID-19 virus on campus between individuals.

The Parties hereby agree to the following in relation to the District's suspension of the COVID-19 facial covering requirements for individuals at campus facilities effective October 24, 2022:

This agreement shall be in effect through July 1, 2023, unless otherwise modified through the mutual agreement of the Parties and is non-precedent setting.

Obligation to Comply with Applicable Health Orders. The District acknowledges its obligation to and shall comply with all applicable requirements of Los Angeles county and California state public and workplace health orders actively in effect during the period of this agreement. The District agrees to negotiate changes in working conditions in the event that direction from the CDC, CDPH, Cal/OSHA, or any other relevant agency requires the District to change its facial covering enforcement.

In addition, the District will continue to ensure its mechanical ventilation systems are equipped with appropriate filtration units that enable GCC to maintain or exceed Cal/OSHA standards for workplace air quality at all times.

1. **PPE Shall Remain Available to All.** The District will continue to make N95s and surgical masks and personal protective equipment (PPE) such as gloves and portable acrylic barriers available to faculty (and all other community members) who seek to utilize them while on-campus. See related FAQ for current information on how faculty can make such requests. The District will periodically remind faculty about these available resources.

The District is available to meet with faculty who inform the District that they reside with household members who are especially vulnerable to contracting COVID-19 in order to discuss what additional PPE and/or other protective measures may be available to them during their on-site assignment. The District may require documentation from the faculty member in support of the request.

2. **Masking Options for In-person Classes during Fall 2022.** For the remainder of the Fall 2022 semester only, masks/facial coverings shall be worn by all persons present in classrooms, laboratories, and all other indoor instructional spaces when instruction is taking place there, unless the faculty instructor makes the request to opt-out of this protocol.

Absent appropriate notification to the District, as detailed below, that a faculty member has opted out of the masking protocol for their assigned course(s), the masking requirement will remain subject to enforcement by the District in classrooms and indoor instructional spaces, and employees and students who fail to comply with the requirement will be subject to discipline in accordance with District procedures.

Requirements related to Opting-Out of the Classroom Masking Protocol for Fall 2022

If an instructor elects to opt-out of the Fall 2022 mask requirements in classrooms and other indoor instructional spaces during class instruction, the faculty member shall notify their division chair regarding this change at least 3 working days in advance. The faculty member shall concurrently provide notification to students enrolled in their impacted class(es) and provide evidence of this notification to their division chair. The division chair shall report all such notifications to their dean and the District shall retain an official record of which courses have opted out for Fall 2022. Courses not on the list shall be considered subject to enforcement of the Fall 2022 masking requirements outlined in this memorandum.

3. **Masking Options for In-Person Services during Fall 2022.** For the remainder of the Fall 2022 semester only, masks shall be worn during individual interactions with faculty members that require close contact with other employees, students, or members of the public, unless the faculty makes the request to opt-out of this protocol. Absent appropriate notification to the District, as detailed below, that a faculty member has opted out of the masking protocol, the masking requirement will remain subject to enforcement by the District in offices and working areas, and employees and students who fail to comply with the requirement will be subject to discipline in accordance with District procedures. If an individual declines to put on a mask for the interaction, the faculty member will refer them to another employee for assistance, if available, or comparable onsite-remote options. Student services will set up opportunities for synchronous engagement onsite in the event this situation arises.

Requirements related to Opting-Out of the In-Person Services Masking Protocol for Fall 2022. If a faculty member elects to opt-out of the Fall 2022 mask requirements in their office or other indoor work area during interactions with others while performing their job duties, including providing services to students, the faculty member shall notify their manager regarding this change at least 3 working days in advance. The faculty member shall concurrently and conspicuously post notification outside of their office or work area to advise that masking is not required by the faculty member in that space and shall provide evidence of this notification to their manager.

4. **Misconduct Related to Masking Protocol Enforcement Strictly Prohibited.** Faculty are highly encouraged to confer with their students and colleagues before implementing an exception to the Fall 2022 masking protocol in their class(es), offices or other physical spaces on campuses when they are providing a student service or performing their job duties. Bullying in any form, against an employee, student or member of the public, as it relates to an individual's personal choice in utilizing a mask while at GCC or otherwise, will not be tolerated and shall be investigated by the District and promptly addressed. Any employee or student who engages in intimidating, demeaning, or retaliatory behavior by targeting individuals who advocate to either enforce or opt-out of the Fall 2022 mask protocols described herein shall be subject to discipline in accordance with District procedures. Any concerns about misconduct shall be promptly referred to the appropriate Vice President or area dean.

5. **Masking Options for In-person Classes for Winter and Spring 2023.** After Fall 2022, unless otherwise required by public health regulations, masking indoors at GCC will no longer be mandatory. However, instructional faculty may continue to require masking in their instructional sections as a means of providing additional personal protections. In order to avail themselves of this option, the masking requirement must be requested with the Office of Instruction and must be clearly listed as a course note in future schedules of classes prior to the enrollment period, such that all students are aware of the additional requirement. A faculty member may also request notation that masking remains highly encouraged, though not required, in their sections for these terms.

Individual students may have concerns or needs related to masking practices in their courses. Faculty should refer to the FAQs associated with campus COVID-19 protocols for more information on directing students with concerns or needs so that they can be addressed.

6. **Masking Options for In-person Services for Winter and Spring 2023.** After Fall 2022, unless otherwise required by public health regulations, masking indoors at GCC will no longer be mandatory. However, faculty may request others to wear a mask during individual interactions that requires close contact with other employees, students, or members of the public. If an individual declines to put on a mask for the interaction, the faculty member will refer them to another employee for assistance, if available, or comparable onsite-remote options. Student services will set up opportunities for synchronous engagement onsite in the event this situation arises.

7. **Protocols for Required Faculty Meetings for Fall 2022.** Any GCC employee, including faculty, responsible for facilitating a meeting during Fall 2022 with at least one other individual as part of conducting college business shall make reasonable attempts to

provide remote participation options. Any related concerns about participation in meetings shall be referred to the appropriate Vice President or area dean.

8. **Signage Encouraging Masking.** The District will provide signage for classrooms and common areas stating that facial coverings are highly recommended.
9. **Antigen Tests Made Available.** The District will provide faculty with antigen testing kits upon request for so long as a supply of tests is reasonably available to the District for purchase and delivery to campus. Antigen tests will be available via pickup onsite or intercampus mail.
10. **Missed On-Site Classes.** Any faculty member teaching in-person classes who reports to the District a need to isolate due to testing positive for COVID-19, or need to care for someone required to isolate, shall coordinate with their chair to address the anticipated missed period of in-person instruction. This may involve identifying a substitute instructor while the faculty member utilizes available leave for the duration they are scheduled to be off-site. Any faculty member requiring a substitute instructor for their course due to the need to be absent from work to isolate or recover from illness due to COVID-19, regardless of the duration of need, shall notify their Division Chair at their earliest reasonable opportunity.

For missed classes, leave usage, including taking leave under the Family Medical Leave Act (FMLA) or 2022 COVID-19 Supplemental Paid Sick Leave, shall follow the terms of the collective bargaining agreement and all applicable District policies and procedures.

11. **Exclusion Pay.** A faculty member who was excluded from work because of a workplace COVID-19 exposure will receive Exclusion Pay if: (1) the employee was not assigned to telework during the time; and (2) the employee did not receive Disability Payments or Workers' Compensation Temporary Disability Payments during the exclusion period. This leave is available up until removed from the Cal/OSHA Emergency Temporary Standards. See [FAQs on Exclusion Pay Under the Emergency Temporary Standard](#).
12. **Reasonable Accommodation Due to Disability.** A faculty member who believes they are entitled to reasonable accommodation due to a qualifying disability(ies) under the Americans with Disabilities Act (ADA), the Fair Employment and Housing Act (FEHA), and other applicable state or federal laws should make a request for accommodation directly to the District's ADA Coordinator, the Vice President of Human Resources. The District's ADA Coordinator shall be the only duly authorized agent of the District to render a final decision on the request. When a submission including all of the information necessary to process the request for accommodation is received, the

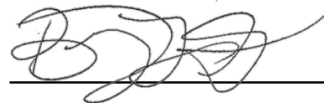
District shall engage in and complete a good-faith interactive process with the requesting faculty member. Only requests made to address functional limitations arising from the faculty member's qualifying disability(ies) which are related to the faculty's working conditions will be processed.

13. **In the Event of a Closure.** In the unlikely event of a District-wide or campus-wide 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. If class(es) or student services are offered on-site are cancelled by the District due to a COVID-19-related issue during the term of this MOU, the District and the Guild shall meet and confer to discuss responsive action to maintain operational continuity.
14. **COVID-19 Dashboard.** Effective Fall 2022, the District shall maintain a dashboard providing statistical information on the current conditions related to COVID-19 trends and prevalence at GCC on its COVID-19 landing page on the GCC website. This dashboard shall include, at a minimum, reports of new cases, any identified outbreaks (as defined by relevant health authorities such as Cal/OSHA, CDPH, etc.), new related hospitalizations or deaths, and overall total cases.
15. **Scope of Representation.** As issues within the scope of representation regarding this MOU arise, both the District and the Guild reserve the right to reopen this MOU.

DATE: October 14, 2022



Caroline DePiro, Chief Negotiator
Glendale College Guild



Brittany Grice, Chief Negotiator
Glendale Community College District