

**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 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 CSEA and the District 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.

To that end, the District and CSEA 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:

- 1. Term of MOU.** This Memorandum of Understanding (MOU) is effective October 24, 2022 through June 30, 2023 to address the impact of the COVID-19 pandemic and is non-precedent setting.
- 2. 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 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.
- 3. 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 bargaining unit members (and all other community members) who seek to utilize them while on-campus. See related FAQ for current information on how bargaining unit members can make such requests. The District will periodically remind CSEA bargaining unit members about these available resources.

The District is available to meet with bargaining unit members 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 bargaining unit members member in support of the request.

- 4. Masking Options for In-person Services through Spring 2023.** Unless otherwise required by public health regulations, masking indoors at GCC will no longer be mandatory as of October 24, 2022 unless an exception has been approved by the District. However, bargaining unit members may request others to wear a mask during individual interactions that require close contact with other employees, students, or members of the public. If an individual declines to put on a mask for the interaction, the bargaining unit member will refer them to their manager for further assistance. The District shall ensure that a management employee will be available on-site to address concerns of the bargaining unit member should this situation arise.

Individual students may have concerns or needs related to masking practices in their courses. Bargaining unit members 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.

- 5. Protocols for Meetings Bargaining Unit Members Must Attend as Part of their Duties for Fall 2022.** Any GCC employee 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 a bargaining unit member has about participation in meetings shall be referred to their manager.
- 6. Misconduct Related to Masking Protocol Enforcement Strictly Prohibited.** 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 for either approach to masking at GCC shall be subject to discipline in accordance with District procedures. Any concerns about misconduct shall be promptly referred to the appropriate manager.
- 7. Signage Encouraging Masking.** The District will provide signage for classrooms and common areas stating that facial coverings are highly recommended.

- 8. Antigen Tests Made Available.** The District will provide bargaining unit members 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.
- 9. Leave Usage and Exclusion Pay.** Leave usage by bargaining unit members, 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.

A bargaining unit 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](#).

- 10. Reasonable Accommodation Due to Disability.** A bargaining unit 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 bargaining unit member. Only requests made to address functional limitations arising from the bargaining unit member's qualifying disability(ies) which are related to the member's working conditions will be processed.

- 11. In the Event of a Closure.** In the unlikely event of a District-wide or campus-wide closure due to the COVID-19 pandemic, bargaining unit members 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 CSEA shall meet and confer to discuss responsive action to maintain operational continuity.

**12. 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.

**13. Scope of Representation.** As issues within the scope of representation regarding this MOU arise, both the District and the CSEA reserve the right to reopen this MOU.

Date of Agreement: October 14, 2022

Saodat Aziskhanova  
Saodat Aziskhanova, Chief Negotiator  
CSEA and its Chapter #76

  
Brittany Grice, Chief Negotiator  
Glendale Community College

Leanna Nolan 10/19/2022  
Leanna Nolan, Interim CSEA Labor Relations Representative