

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), on a non-precedent setting basis, hereby agree to the following:

In Spring 2021, the Parties convened a taskforce to review operational issues arising from historical contract interpretations concerning full-time counselor's duties, work schedules and work hours. The Parties have adopted successive MOU's to address the mutual interests and concerns identified and to clarify working conditions for counselors. This is the third iteration of this MOU. The intent of the Parties is to implement the terms and conditions in this document with the goal of formally negotiating final terms regarding the above, no later than March 2025.

The Parties agree that the following terms and conditions shall be in effect as of the date of this MOU until at least December 31, 2025, unless otherwise amended through mutual agreement or if the terms and conditions covered within this MOU's scope are adopted by the Parties in our collective bargaining agreement.

The Parties recognize that this agreement is supplemental in nature and shall be construed in accordance with and does not supersede the collective bargaining agreement between the parties.

Basic Hours

The Parties acknowledge that aggregating a counselor's current standard work schedule in a given academic year for 190 working days, five (5) days a week, for seven (7) hours per day scheduled without a teaching assignment(s) totals 1330 hours. Accordingly, the Parties agree that any reference to 1330 work hours in a given academic year is a shorthand for the purpose of scheduling and not a maximum limit of the time for which counselors will fulfill their obligations as exempt employees. For example, two counselors may start their work year on the same date yet have worked a different total number of hours in a given year to satisfy their professional responsibilities. Either way, counselors must work through the last scheduled day of work as defined by the calendar in Appendix C2, following the 35-hour weekly pattern assigned prior to the beginning of the academic year.

Twenty-five (25) of these work hours shall be designated as direct student contact hours and scheduled by District management. The remaining ten (10) hours shall not be scheduled on SARS and are reserved for completing other professional duties. All counselors will maintain an established (daily start time and end time) weekly schedule consistent with 35 hours of work (divided between student contact and professional time) during the work year. Additionally, counselors' established work schedules will include a daily unpaid half hour lunch. The expectation is that a counselor who takes lunch will ensure that their student contact schedules do not exceed more than five hours before a break.

A counselor and their manager are expected to engage in effective and ongoing communication to coordinate the completion of assigned professional duties beyond direct student contact hours.

Direct student contact hours shall primarily include student appointments/drop-ins. The parties agree that counselors should make every reasonable effort to fulfill the required student contact hours in the event of a drop or cancellation. Counselors should be prepared to increase their availability for student contact as needed.

The Parties understand that it is necessary for a counselor to have a reasonable opportunity to fulfill their responsibilities associated with student appointments outside of their scheduled student contact hours. Student appointments will typically require follow up by the counselor unless the appointment is a no-show and no meeting with the student is held.

Student contact hours shall also include teaching (as delineated below) and other direct student-contact work assigned to counselors by management, such as workshops and other pre-approved activities, classroom visits, and group counseling.

Work During Mutually Defined "Rush" Periods

The Parties understand and agree that the designation of up to 25 student contact hours shall not apply to periods of exceptional or extraordinary circumstance, including periods deemed to be "rush" periods for Student Services, as mutually defined by the Parties. During rush periods, the Parties recognize that counselors may be assigned up to 3 additional student contact hours per week to support extraordinary operational need. This may include deviation from what is otherwise a counselor's standard work schedule.

The Parties agree that these periods include, but may not be limited to: up to 2 weeks before each academic term, during the first 2 weeks of each academic term, the last week of spring term, and the College's priority registration periods held throughout the year. It is incumbent on

the District to provide sufficient and clear notice of these periods that the Parties agree constitute extraordinary operational need.

Full-time counselors who support Noncredit or Mental Health areas should consult with their manager in the event they believe that the rush periods outlined above do not most effectively support operational and student need and therefore, wish to propose alternate rush periods during the work year that are comparable in duration. The supervising manager in these areas may opt to identify alternate rush periods following consultation with their full-time counselors in the Noncredit and Mental Health areas. In the event this determination is made, the District and Guild shall be duly notified to ensure any change is otherwise compliant with the requirements of this MOU.

Summer Work

Under this Memorandum of Understanding (MOU), the optional Summer assignment outlined in the Collective Bargaining Agreement (CBA), traditionally known as the "21-day block", is hereby renamed the "98-hour Summer Option" specifically for full-time counselors. The "98 hour Summer Option" establishes a range of a minimum of 98 hours, and a maximum of 147 hours, whereby managers may offer flexible work assignments to counselors for totals within this block of time. This work assignment option is in contrast to a manager's offer for a full-time counselor to work an adjunct assignment(s) during the summer period.

When a full-time counselor is offered and elects to partake in a 98-hour Summer Option, both parties affirm their commitment to affording the counselor utmost scheduling flexibility so long as the District determines the schedule meets its operational needs. This flexibility encompasses the possibility of non-consecutive days, shortened work days, or partial work days, provided the aggregate hours worked amount to 98 or more. The work assignment under the 98 hour summer option shall primarily consist of direct student contact hours; however, the Parties understand that it is necessary for a counselor to have a reasonable opportunity to fulfill their responsibilities associated with student appointments outside of those contact hours.

The rationale behind extending this scheduling flexibility is grounded in the mutual acknowledgment of its potential cost-saving implications as well as the operational benefit to the Student Services Division in being able to plan organizational work in advance and manage its budgets more effectively. The 98-hour Summer Option is based on the continuation of a full-time counseling salary, prorated for 98 or more hours. These counselors shall earn a per

diem rate of pay calculated on the Annual 10-month Salary Schedule "Appendix A" position divided by one hundred seventy-seven (177) days and capped at step 8 (see Article VII, 3, D).

In the event that a full-time counselor declines an offered 98-hour Summer Option, they may be assigned to work in an adjunct counselor role during the summer session when operational need exists. While this option in some cases may provide for a higher hourly pay rate, it is recognized that choosing a work assignment as an adjunct-counselor equivalent will likely result in less scheduling flexibility compared to a full-timer opting into the 98 hour option.

In accordance with the District's right of assignment, adjunct hours may be structured in predetermined time blocks for operational needs, and will be offered to eligible counselors in accordance with this need. When work is made available to adjuncts in summer, under this memorandum, full-time counselors shall be offered at least one pre-established block assignment, constituting a first right of refusal. Following such an offer, the remaining available hours for assignments of adjunct counseling during summer will be assigned at the District's discretion. These blocks should not be assumed to offer work schedule flexibility, particularly the types of flexibility outlined under the 98 hour option.

Operational needs and work assignment offers shall be established at the sole discretion of the District. The availability for any counselor to be assigned to work in another area outside their primary departmental assignment during summer is subject to District need and discretion.

Upon approval of the area administrator, counselors who select the 98-hour summer option for Summer 2024 shall be scheduled to work and be paid for their Summer 2024 hours based on the following:

1. A work day may be scheduled longer or shorter than 7 hours;
2. A work schedule may include a partial workweek;
3. Hours of work may include a variable start and end time on a given day;
4. Counselors shall be paid in accordance with Article VI, Section 20.C.
5. Student Development instructional assignments shall not be considered part of the full-time 98-hour summer work option.

Student Development instructional assignments shall be paid at the Intersession rate delineated in Appendix B-15.

Teaching in Fall/Winter*/Spring

In the event a counselor has been scheduled to teach in Student Services, the following table will be used during the period of time of this MOU.

Units	Course Pattern	Teaching Time (minutes)	Office Hours (minutes)	Student Contact* (hours for this period)	Basis for Computing Prep Grading Time
1	5 weeks	180	0**	20.5***	35
1	6 weeks	150	0**	21.5***	35
1	8 weeks	120	40	21.5	35
1	13 weeks	75	25	23	35
1	16 weeks	60	20	23.5	35
2	13 weeks	210	70	19	35
3	16 weeks	180	60	20	35

A full-time counselor's work schedule will be recorded in SARS as a matter of ordinary business practice, even though the District acknowledges a full-time counselor's schedule may be more flexible than is reflected in the system. Accordingly, in the event a full-time counselor with a teaching assignment reports being out ill on an assigned work day, the District's timekeeper shall report that counselor's teaching, office hours, student contact and professional (unscheduled) time worked that week proportionately. The report will appropriately reflect reductions in hours worked for leave accounting purposes.

* Student contact hours have been proportionally reduced to accommodate prep and grading. Prep and grading is not to take place during scheduled student sessions or during a time specifically assigned for meetings or other tasks.

**There are no office hours during winter session.

*** The 3 additional student contact hours during rush times still apply for those teaching during the winter session.

In the event a full-time counselor seeks or is offered a teaching assignment during the work year outside the division of Student Services in the GCCD, the full-time counselor must have the written approval of their manager to accept such an assignment.

Professional Development and Fulfilling FLEX Obligations

The Vice President and Division Chair of Student Services shall develop a calendar of professional development meetings and activities for a given academic year, some of which will be mandatory and all of which shall be FLEX eligible. This list may include but not be limited to total or portions of: Institute Day, Academic Info meetings, Division retreats and events, and

conferences. This list of events will include total hours and will generally be scheduled as a part of professional time.

Counselors are encouraged to participate in the annual Student Services FLEX calendar. However, the Parties acknowledge that supplemental activities or opportunities in lieu of the calendar may be beneficial to an individual counselor's professional development plan. In the event a counselor seeks to satisfy their annual FLEX obligations utilizing approved opportunities outside of the Student Services FLEX calendar, they should make a request to their supervising manager by providing at least two weeks' notice.

For full-time counselors, professional time should be scheduled to allow for a counselor's selection of activities to meet their flex obligation. This includes, but is not limited to, seeking adjustments to weekly schedules to allow for attendance at the College Hour, conferences, etc. When possible, approved professional development activities should be done during weekly professional time, i.e. outside of the 25 scheduled direct student contact hours. If there is no reasonable opportunity for the counselor to complete a needed activity outside of student contact time, managers shall make every reasonable effort to adjust or waive the student contact time to allow attendance. Such a request shall only be denied if attendance will adversely affect the function of the office, such as in the case of the cancellation of existing student sessions.

Attendance at conferences related to the performance of one's professional duties is encouraged. The Parties shall strive to identify conferences that occur during the counselor's regular assignment whenever feasible.

In the event a full-time counselor is approved to participate in professional development activities (e.g., a conference, the team internship program, etc.) at times other than their assigned weekly hours, they may be granted a reduction in duty of total work days by their manager to proportionately account for that attendance. If approved, such non-duty days shall be limited to a maximum of four days, and the timing of when those non-duty days will be taken shall be at the discretion of and subject to the approval of the Vice President of Student Services or designee.

Released Time Adjustment for Direct Student Contact Hours

In the event that released time is approved, the weekly scheduled direct student contact hours are reduced proportionately as follows:

- 10% - 2.5 student contact hours subtracted
- 20% - 5 student contact hours subtracted
- 30% - 7.5 student contact hours subtracted
- 40% - 10 student contact hours subtracted

- 50% - 12.5 student contact hours subtracted
- 60% - 15 student contact hours subtracted
- 70% - 17.5 student contact hours subtracted
- 80% - 20 student contact hours subtracted

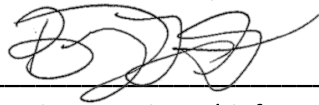
***Extra Pay calculations are different from those above, see the Guild contract.**

In the event the Parties mutually determine a conflict between this MOU and the underlying collective bargaining agreement exists, the CBA shall control.

DATE: May 17, 2024



Caroline DePiro, Chief Negotiator
Glendale College Guild



Brittany Grice, Chief Negotiator
Glendale Community College District

