#### **Side Letter**

### 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:

ARTICLE VI HOURS ...

Section 1. Basic Hours

A. All individual daily schedules (including office hours) shall be submitted to the appropriate Vice-President for approval. All faculty shall spend as much time as necessary, both on campus and off campus, to properly perform their instructional and professional duties, including but not limited to preparation and planning; professional reading; reviewing and evaluating students' work, and conferring with students, administration, and staff. In addition, contract full-time faculty shall spend as much time as necessary, both in-person and remote on campus and off campus, to perform professional duties including, but not limited to curriculum development, governance participation, and attending to department, division, college, and committee duties and meetings. In performing these duties, contract full-time faculty may be obligated to be present in-person on campus during a Monday, Tuesday, Wednesday, Thursday and/or Friday, regardless of whether their primary assignment is a 4-day schedule or a 100% DE schedule. Remote accommodations alternatives for professional duties may be available. If no method of remote attendance for professional duties is provided, then in person participation shall be required. Non-scheduled hours may be fulfilled remotely. off-campus

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Section 3. Office Hours

A. Office Hours Full-Time Faculty

1. The District shall make available a secure personal storage space for faculty members. For adjunct faculty members, this may take the form of a locker or locked cabinet. For contract full-time faculty members, this shall take the form of office space where each faculty member shall have their own desk and chair, their choice of one (1) Windows or Macintosh PC or Apple computer in accordance with the standards established by the Campus Wide Computer Coordinating Committee with Internet access, and their own telephone with voicemail. A full-time faculty member who is scheduled to teach 100% DE and has no on campus student contact hours scheduled for two (2) consecutive regular sessions waives their right to an office space, desk and chair, but shall still have use of a District issued computer.

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Section 16. Assignment Limitations ...

F. A faculty member who creates a new course, or converts an existing course to online or hybrid shall maintain the right of first refusal to teach that course for **the first** four (4) consecutive primary semesters **that the course** is **offered** provided that:

- 1. there is adequate enrollment to offer the course and,
- 2. the faculty member does not receive an unsatisfactory evaluation

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G. A Distance Education (DE) certified full-time No contract instructor shall may be assigned distance education (fully online and/or hybrid) courses for more than 67% 100% of his/her their load. Faculty members shall not be assigned distance education courses without their consent (see Article VI, Section 16, E).

Once the schedule has been published, if no in-person class is available to offset a refused Distance Education course, the District is not obligated to convert course(s) to in-person modality or create new in-person course(s). Therefore, if any DE certified full-time instructor declines an offered Distance Education course, they may ultimately receive a reduced load in that relevant term, notwithstanding the District's other options in regard to making load (see Article X, Section 3, C).

Once the schedule has been published, if no DE class is available to offset a refused in-person course, the District is not obligated to convert course(s) to a DE modality or create new DE course(s). Therefore, if a full-time faculty member declines an offered in-person course they may ultimately receive a reduced load in that relevant term notwithstanding the District's other options in regard to making load (see Article X, Section 3, C).

As articulated in Article VI, Section 1a, all faculty members, including those with a 100% assignment in DE, will be expected to fulfill their obligations with regard to instructional and professional duties, spending as much time as necessary both in-person and remote to perform these duties. For those with a 100% DE schedule, remote methods for fulfilling professional duties may be available. If no method of remote attendance for professional duties is provided, then in-person participation shall be required.

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Section 21. Notification of Assignment and Reemployment Rights for Adjunct Faculty ...

E. An adjunct faculty member with reemployment rights in a discipline shall be offered no less than a previous assignment in that discipline for which he/she is qualified before any adjunct faculty member without reemployment rights. If an adjunct faculty is granted an assignment in excess of

67% for one or two semesters, the previous provision shall not apply. For the purposes of reemployment rights, a minimum assignment is a class, library workshop, or a semester-length non-instructional assignment of 3 hours per week. In addition, if assignments become available, the District will make a reasonable effort to offer adjunct faculty with reemployment rights additional assignments until the range of 60 to 67 percent of a full-time equivalent load is reached.

The district shall consider the adjunct faculty member's past assignments when developing a schedule. All reasonable effort will be made to accommodate adjunct faculty assignment requests regarding time(s), day(s), locations(s) and courses(s) and modality(ies).

No adjunct faculty member shall have preference over a full-time faculty member for a course that fills the load of the full-time faculty member. For purposes of this article only, "qualified" shall mean approved in all of the following four criteria:

- 1. Meeting the Glendale Community College minimum qualifications for a particular discipline.
- 2. Possessing the equivalency for minimum qualifications as defined by the Academic Senate.
- 3. Possessing currency in the discipline as defined by the Academic Senate.
- 4. Having adequate preparation for the specific course or assignment through appropriate education or experience.
- 5. Meeting the required DE certification requirements in the case of distance education courses

This determination is final and cannot be appealed or grieved. By the end of the third week of each regular semester, the Division Chair shall post on the website potential courses to be offered the following semester. An adjunct faculty member may respond to this notification with verification of course(s) he/she is qualified to teach.

This side letter shall be re-evaluated after the 2022-23 academic year.

Date: 11/21/2022

Caroline DePiro, Chief Negotiator Glendale College Guild

Brittany Grice, Chief Negotiator Glendale Community College District