



California
School
Employees
Association

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Adam Weinberger
Association President

Keith Pace
Executive Director

Member of the AFL-CIO

The nation's largest
independent classified
employee association



August 14, 2024

Via Electronic Mail

nonahdelrosario@gmail.com

Nonah Maffit
Chapter President #76
4921 Cloud Ave.
La Crescenta, CA 91214

Re: Memorandum of Understanding (MOU) – Education Code 88002

Dear President Maffit:

I have received the Memorandum of Understanding regarding compliance with Education Code 88002 between the Glendale Community College District and California School Employees Association and its Glendale Community College Chapter #76 (CSEA).

It has been reviewed in accordance with Policy 610. I have found no apparent violation of law, CSEA's Constitution and Bylaws, or Policy.

Ratification for this MOU is required. Please provide your Labor Relations Representative Matthew Korn with the ratification date so that we may update our records.

Please ensure your chapter complies with the Ratification Meeting requirements as identified in your chapter constitution and Policy 610 Ratification Notice.

I would like to take this opportunity to acknowledge the time and effort spent by you and the Negotiating Committee in negotiations. Your involvement and dedications are truly appreciated.

Please feel free to contact my office if you have any questions or concerns.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Espie Medellin
Field Director

EM/vt

Enclosure

Cc: M'Lisa MacLaren, Regional Representative #19; Don Snyder, Area I Director;
Matthew Korn, Labor Relations Representative; Chapter #76 Contract File

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:

Section A. The District and CSEA agree that California Education Code § 88002 establishes that, when it is necessary to assign a regular classified employee to perform an assignment or service in addition to their regular assignment, a Community College District shall pay the classified employee on a pro rata basis for the additional assignment or service, not less than the compensation and benefits that are applicable to the classification of the additional assignment or service during the regular college year.

Section B. The District and CSEA agree that the language in the previous paragraph applies to language in the parties' Collective Bargaining Agreement (hereinafter "CBA") referencing "Assignments in Addition to Regular Workweek Schedule" (hereinafter "extra assignments"), in addition to other relevant language, and that CSEA bargaining unit members so assigned are entitled to not less than the same compensation and benefits that are applicable to the classification of the additional assignment or service during the regular college year. Such compensation and benefits include contractually guaranteed vacation and sick leave accruals, according to language in Article X and Article XII of the CBA.

Section C. The District and CSEA to bargain in good faith to update language in the CBA to guarantee all rights to compensation and benefits granted by Education Code § 88002.

Section D. The District agrees to credit all classified employees working extra assignments their earned vacation leave accruals beginning June 1, 2024. The District also agrees to review the time records of classified employees working extra assignments for the dates June 1, 2021 through May 31, 2024 and credit any and all earned vacation leave accruals to such employees. Credited accruals shall be subject to the maximum vacation accruals described in Article XII Section 9 of the CBA, and vested, banked vacation accruals described in Article XII Section 11 of the CBA. Should a classified employee so credited vacation accruals come to exceed their maximum vacation accruals, they shall be immediately notified by the District and given the opportunity to use such credited vacation leave, subject to the terms of Article XII Section 5 of the CBA. CSEA recognizes that the District's current payroll systems necessitate a manual accounting of leave accruals, and therefore agree to allow the District until September 3, 2024 to complete the records review and accrual credit process outlined in this Section.


This Memorandum of Understanding shall be effective upon signing, review, and ratification by CSEA (if required by CSEA policy) and adoption by the District Board of Trustees and shall be implemented according to the terms above.

Date of Agreement: August 7, 2024

California School Employees Association
and its Glendale Community College
Chapter #76

By: 
Saodat Aziskhanova, Chief Negotiator

By: 
Brittany Grice, Vice President
Human Resources

By: 
Matthew Korn, Labor Relations
Representative

Glendale Community College District