

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:

This Memorandum of Understanding (MOU) shall apply to the 2024/2025 academic year. Continuation of this MOU is subject to mutual agreement.

Part I FLEX

Section 23. Flex Hours

1. Every academic year faculty shall engage in activities aimed at professional development for a specified number of “flex” hours as part of their regular assignment.
 - a. Each contract faculty member assigned a full workload, with no release time or leave, shall be responsible for 15 “flex” hours-per-semester worked.
 - b. Each contract faculty member assigned less than a full workload, or granted release time or leave, shall be responsible for a pro-rated amount of 15 “flex” hours-per-semester worked.
 - c. Each adjunct faculty member shall be responsible for “flex” hours that amount to half the number of worked hours (not including office hours) in their regular weekly assignment for that semester. Adjunct faculty are responsible for completing “flex” hours for every semester worked.
1. Flex activity shall not overlap with any accountable hours during the regular school term or special assignment for which the faculty member is regularly compensated. An employee may obtain flex credit for on-campus presentation and/or staff development workshops provided these activities are in addition to his or her on-campus work obligations.
2. ~~The procedures for approval of flex hours are delineated in the FLEX Manual~~ **shall outline the types of activities that are approved for FLEX credit for all bargaining unit members. This shall include the limits on specific types of activities that are available for a faculty member to participate in to earn FLEX credit to meet their annual obligation. A minimum of 50% of the hours submitted by contract faculty must be directly related to the faculty member’s primary work assignment assigned work areas. Additionally, any training mandated by operation of law or otherwise required under this collective bargaining agreement of a faculty member shall qualify and be included in the bargaining unit member’s annual “Flex” obligation, whether they are a part-time or full-time faculty member.** ~~The Staff Development Committee shall form a~~

separate committee of faculty known as the Flex Committee tasked with the review of Flex Completion Forms.

- ~~3. Every academic year, a faculty member submit a Flex Completion Form to the Office of Staff Development by May 15th of that same academic year of the year. The Flex Completion Form shall then be reviewed by the Flex Committee. The Flex Completion Form shall indicate which types of qualifying activities the faculty member already completed, the number of hours for each “flex” activity, and verification of these claims. The Flex Completion Form shall also indicate any planned flex activities to be completed and verified between May 15th and June 30th. A minimum of 50% of the hours submitted by contract faculty must be directly related to the faculty member’s assigned work areas.~~

By June 30 of each fiscal year, all bargaining unit members shall submit a signed individual form of attestation confirming that they have completed their required number of hours of qualifying “flex” activities during the immediate preceding academic year. For three years from the date of submitting an attestation to the District, the bargaining unit member shall be required to retain evidence of completion of their required qualifying “flex” activities that support the signed individual attestation.

Individual “flex” attestations that are timely received by the District from bargaining unit members shall serve as the District’s standard verification that the faculty member has met their “flex” obligation in a given academic year. By submitting the individual attestation to the District, bargaining unit members shall not ordinarily be required to simultaneously submit records of participation in qualifying activities which support the attestation. However, the District shall retain the right to request a review of records maintained by the faculty member that support an individual attestation that they satisfied an annual “flex” obligation in accordance with the District’s Flex Manual under circumstances where it determines a business or operational need to do so.

In the event the District requests a review of a bargaining unit member’s supporting records of participation in qualified “flex” activities following receipt of a signed attestation, the bargaining unit member shall provide the corresponding supporting records to the District within two (2) weeks of its request.

- ~~4. By May 25th, each faculty member for whom the Office of Staff Development did not receive a Flex Completion Form on or before the May 15 deadline shall be notified and given until June 30th to submit their completed form to the Office of Staff Development. However, Flex Completion Forms submitted between May 15 and June 30 may not be modified or amended to address any shortcomings identified during the Flex Committee review. Those faculty members who do not submit their completed flex forms by June 30th will be considered to have not fulfilled their flex obligation hours.~~
- ~~5. By June 15th each faculty member that submitted a Flex Completion Form by the May 15th deadline shall receive notification from the Flex Committee only if additional work or verification (includes planned flex activities) is required. Each of these faculty members shall be provided an opportunity to address and submit verification for any identified shortcomings until June 30th of~~

that year. However, faculty members submitting these late verification materials forego the opportunity for the Flex Committee to immediately verify the completion of activities. Therefore, verification of Flex activities occurring between May 15th and June 30th may not occur until the Flex Committee next meets in September. Additional activities and verifications will not be accepted after June 30th. For those faculty members who submitted their Flex Completion Form by the May 15th deadline and received a notification from the Flex Committee by June 15th, the flex obligation shall be deemed complete for that academic year.

6. ~~The Flex Committee shall review all late verifications forms and inform the faculty member of their Flex status by September 30 of the new academic year.~~ **Following the deadline for submitting individual attestations for meeting “FLEX” obligations, the District shall establish a final accounting of whether each bargaining unit member timely submitted their attestation. The District shall also address any concerns related to the attestations at this time.**

Following this review and accounting, if, in the opinion of the Flex Committee, **the District determines** a faculty member has not submitted **sufficient** verification of having completed qualifying “flex” activities for their required number of hours, the Vice President of Human Resources shall meet and confer with the Guild prior to commencing any process leading to the deduction of a prorated amount of one week of that faculty member’s salary.

7. In the event the District makes a determination that a faculty member’s pay shall be deducted as a result of a faculty member failing to verify completion of FLEX activities for their required numbers of hours, amounts needing to be repaid by faculty not successfully fulfilling their flex obligation shall be deducted on the faculty member’s next available pay check. In the event the faculty member is not returning to work, the deduction may be made on any outstanding obligation to the faculty member, including but not limited to load bank pay, compensatory time pay or district retiree benefits.

Part II GADER

ARTICLE VI

HOURS

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Section 16. Assignment Limitations

A. No instructor shall be assigned more than two (2) consecutive lecture hours without his/her consent.

B. No instructor shall be assigned a regular class schedule which on any one day spans more than seven (7) hours, with the exception of extended day assignments, situations where the employee consents to the extended schedule, or situations where there is no reasonable alternative within the existing staff.

C. An instructor shall not at any one time be assigned classes requiring more than three (3) distinctly different preparations, except when the instructor consents or when there is no reasonable alternative to fill the full work load of full time instructors.

D. Faculty members who have a portion of their regular teaching load in the evening shall have that condition reevaluated each semester.

E. Faculty members shall not be assigned **distant education (this includes online or hybrid)** courses without their consent. **Instructors who accept DE courses do so knowing they will be evaluated on their effectiveness in teaching in the distance education modality during standard evaluation procedures.**

Only faculty members who complete a training course, **recommended by the Academic Senate and approved by the District** ~~Glendale Community College's Committee on Distance Education (CoDE) for online and hybrid courses,~~ shall be offered such courses. **Subject to District approval, training to teach distant education courses from other accredited institutions of higher education shall be accepted for newly hired adjuncts and full time faculty.**

- **Faculty will be responsible for annual training recommended by the Academic Senate and approved by the District to be re-certified before they can be offered distance education courses; 3 hours for full time faculty and 2 hours for adjunct faculty.**
- **Subject to District approval, the District will accept professional development re-certification training hours from other accredited institutions of higher education for faculty distance education re-certification requirements.**
- **Asynchronous distance education re-certification training will be offered to all faculty for the entire duration of each academic year.**

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 four (4) consecutive primary semesters, provided that:

1. there is adequate enrollment to offer the course and,
2. the faculty member does not receive an unsatisfactory evaluation
3. the faculty member has completed training ~~approved by CoDE~~ **recommended by the Academic Senate and approved by the District to teach distance education courses.**

Part III Division Chair Professional Development

Article VIII Salaries

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Section 15

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E. The District shall provide training to Division Chairs at least on an annual basis. This training shall be required and will not be eligible for FLEX credit.

Part VI Professional Development Plans and Self Evaluations

As a part of the new framework reflecting relaxed requirements for annual verification of each faculty member meeting their FLEX obligation and a reduced obligation under the GADER program for those who teach DE, the Parties further agree to the following:

Effective Fall 2024 and through at least Spring 2025, each faculty member shall be required to develop an individual professional development plan that addresses the faculty member's goals written in their last evaluation, if such an evaluation exists, and any others identified in collaboration with their chair, dean, or vice president. The faculty member shall record their plan in writing and submit it to the Office of Faculty Development by the end of the Fall 2024 semester. Faculty members shall not be penalized based on the substance of their submitted plans; however, plans that are thoughtfully responsive to outlined goals and feedback may factor in positively to a member's evaluation rating as appropriate.

Additionally, effective Fall 2024 and through at least Spring 2025, the District shall require self-evaluations during each regular evaluation cycle for all faculty members. Faculty members shall provide their own written reflection on how their selected professional development (including FLEX-qualifying activities) during the period of evaluation supported their ability to better meet the responsibilities of their assignment and address any feedback they received in their last evaluation or other relevant setting. Additionally, all faculty members shall reflect on how they have contributed during the period of evaluation to advancing principles of diversity, equity, inclusion, and accessibility in their role, citing specific examples.

The Parties shall negotiate and agree to forms to be used by faculty to memorialize their efforts to meet these new requirements no later than August 2024.

DATE: 5/28/2024



Caroline DePiro, Chief Negotiator
Glendale College Guild

Brittany Grice, Chief Negotiator
Glendale Community College District