

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.

In Fall 2022, the Parties paused further discussion after agreeing they had reached consensus on the majority of the items originally reviewed in the task force either in principle, in the MOU Summer 2022 Counseling signed on June 9th, 2022, or through amendment of the collective bargaining agreement's provisions concerning these items in Tentative Agreement Appendix C2 Full Time Counselors Work Year 2022-23 signed May 19th, 2022.

The Parties acknowledge that not all issues reviewed in the task force have been resolved to date and acknowledge that further assessment and formal negotiations addressing the operational needs of Student Services counseling units remain ongoing. Nonetheless, in order to provide clarity of operational expectations between the Parties, inclusive of the full-time counselors and their management, and in the interest of maximizing efficiency in Student Services counseling units, the Parties further agree that the following terms and conditions shall be in effect as of the date of this MOU until at least December 31, 2023, unless otherwise amended through mutual agreement.

Further, 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.

Exempt Status Employees

Full-time counselors (and full-time instructional faculty) are exempt employees who are members of the Guild's faculty bargaining unit. Exempt employees are those professionals who are paid on a salary basis (the same amount each week, regardless of quantity or quality of work) and are therefore exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA). For this MOU, it is important to note that under the FLSA and other

applicable laws, specific requirements must be met in order for the District's compensatory time program offered to exempt employees to be considered legally compliant, including with regard to timekeeping. As laid out in Article VI, Section 1, full-time counseling faculty are expected to spend "as much time as necessary, both on and off campus, to properly perform their instructional and professional duties." The restatement of this premise is not intended to alter any time already accrued in accordance with Article VI, Section 14, however the parties acknowledge and agree that the language contained in Article VI, Sections 14-15 shall be addressed in negotiations to ensure consistency with this premise going forward.

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 and reserved for completing other professional duties. 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. As exempt employees, counselor work assignments should be driven by assigned tasks rather than strictly by hourly schedules.

Generally, direct student contact hours shall include student appointments/drop-in, teaching (as delineated below) and other direct student-contact work assigned to counselors by management such as workshops, classroom visits and group counseling. 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. The Parties understand that it is necessary for a counselor to have reasonable opportunity to fulfill their responsibilities associated with student appointments outside of their scheduled student contact hours.

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 additional student contact hours to support extraordinary operational needs, up to 3 additional student contact hours per week. 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, and 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 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

1. Upon approval of the area administrator, counselors who select the 21-day work option for Summer 2023 shall be scheduled to work and be paid for their Summer 2023 hours based on the following:
 - a. A work day may be scheduled longer or shorter than 7 hours;
 - b. A work schedule may include a four-day workweek;
 - c. Hours of work may include a variable start and end time on a given day;
 - d. Counselors shall be paid in accordance with Article VI, Section 20.C.
 - e. Student Development instructional assignments shall not be considered part of the full-time Counselor 21-day work option.
2. Student Development instructional assignments shall be paid at the Intersession rate delineated in Appendix B-15.
3. Full-time counselors who do not elect the 21-day work option for Summer 2023
 - a. On an as needed basis, adjunct counseling assignments will be offered to full-time faculty in accordance with the contract.

- b. Full-time counselors working Summer 2023 non-instructional adjunct assignments shall be paid in accordance with Appendix B-1.

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	Teaching	Office	Student	Basis for Computing Prep Grading Time
	Pattern	Time	Hours	Contact*	
		(minutes)	(minutes)	(hours for this period)	
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 appointments 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 cancellation of existing student appointments.

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 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 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: 5/12/2023

Caroline DePiro, Chief Negotiator
Glendale College Guild



Brittany Grice, Chief Negotiator
Glendale Community College District