

**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 (hereinafter "MOU") 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 .

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of its students, communities, classified employees, and faculty. CSEA and the District recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with COVID-19. Care should be taken to identify potential exposure and prevent the spread of the disease. The District and CSEA agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the COVID-19 pandemic.

To these ends, the District and CSEA agree as follows:

**1. Term of the MOU**

- a. This MOU is effective August 22, 2020 through June 9, 2021 to address the COVID-19 pandemic.

**2. Health and Safety**

- a. The District shall inform CSEA as soon as practicable should it learn of a confirmed or likely COVID-19 infection of a District employee(s) or student(s) who have been onsite or at a GCCCD sponsored site.
- b. Based upon the California Department of Public Health (CDPH) COVID-19 Guidance, the District shall identify employees who have been in close contact (within six feet for 15 minutes or more) with an individual:
  - 1) who has received a positive diagnostic test for COVID-19,
  - 2) who's physician has informed him/her that he/she is likely to have COVID-19, or
  - 3) is experiencing symptoms consist with COVID-19.

The District shall take steps to isolate the infected individual and employee(s) who have been close contact with the individual.

- c. The District shall train its employees in public health measures, hygiene, and sanitation to help prevent the spread of COVID 19 and shall ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, hand sanitizer, and appropriate face coverings). CSEA shall cooperate with the District in any necessary public health actions, such as contact tracing, of infected individuals. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety. Employees may grieve

assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk.

d. **Employee Illness**

- i. Classified employees who are ill with COVID-19-related symptoms shall not report to work and must remain off work and contact their health care provider.
- ii. Classified employees who receive a COVID-19 diagnosis may only return to work if 10 days have passed since symptoms first appeared, their symptoms have improved, and if the classified employee has had no fevers (without the use of fever reducing medications) for the last 24 hours. Classified employees without symptoms who were diagnosed with COVID-19 may return to work only if 10 days have passed since the date of the first positive COVID-19 test. (See CDC.gov)
- iii. Classified employees shall report absences in accordance with department/division procedures.

l. Classified employees working remotely who become ill may be required to use sick leave, following the provisions in 4 below.

- e. In the event of a District closure due to the COVID-19 pandemic, CSEA bargaining-unit employees shall not suffer any loss of pay or benefits relative to their regular schedules for the period of closure.

3. **Reporting Unsafe Conditions**

- a. As required by City of Glendale ordinance, all employees and campus visitors are required to wear face coverings, both indoors and outdoors, while on any GCCD campus location. Employees who observe individuals not wearing face coverings shall report the lack of face covering immediately to their supervisor. The supervisor shall take prompt action to ensure compliance with the GCCD face covering requirement.

4. **Leaves of Absence**

a. **Article X, Leaves of Absence, Section 19, Miscellaneous**

- i. When a classified employees is under quarantine by the Health Office of the City or County for such a period of quarantine, provided that such a period of absence is not more than two (2) weeks, and provided further that not more than two (2) separate periods of quarantine, shall be paid for in any fiscal year to any one Classified employees member.

b. **Federal Emergency Paid Sick Leave (EPSL) effective 4/1/2020 through 12/31/2020**

- i. The District shall implement and administer EPSL, which affords classified employees up to two weeks (80 hours) or a pro-rata equivalent based on appointment percentage of sick leave, to be used for COVID-19 related issues including:
  1. A Federal, State, or local quarantine or isolation order,
  2. Advice from a health care provider to self-quarantine due to concerns related to COVID-19,

3. A classified employee who is experiencing symptoms of COVID-19 and is seeking a medical diagnosis,
  4. Caring for an individual who is subject to a Federal, State, or local quarantine or isolation order related to COVID-19 or been advised by a health care provider to self-quarantine due to concerns related to COVID-19 order,
  5. Care for a son or daughter whose school or place of care has been closed, or whose childcare provider is unavailable, due to COVID-19 precautions, or
  6. A classified employee is experiencing any other substantially similar condition specified by the federal Secretary of Health and Human Services in consultation with the federal Secretary of the Treasury and the federal Secretary of Labor.
- ii. EPSL shall not be considered part of a classified employee's regular sick leave accruals or extended sick leave accruals.
  - iii. Classified employees shall submit acceptable supporting documentation of the need to take EPSL related to COVID-19. Examples of acceptable supporting documentation include:
    1. Federal, State or local quarantine isolation order,
    2. Written documentation from a health care provider advising the employee to self-quarantine,
    3. Notice of closure that has been posted on a government, school, or day care website,
    4. Notice of closure published in a newspaper, or
    5. Email notice of closure from an employee or official of the school, place of care, or childcare provider.
  - iv. CSEA and the District agree to waive the daily and aggregate caps associated with EPSL including:
    1. The employee leave related \$511 daily cap/\$5,110 aggregate cap, and
    2. The employee leave related to care for a daughter or son \$200 daily cap/\$2,000 aggregate cap.

**c. Family and Medical Leave Act Public Health Emergency Leave ("EFMLA") effective 4/1/2020 through 12/31/2020**

- i. The District shall implement and administer the EFMLA which affords classified employees the ability to use up to 12 workweeks of unpaid leave due to the employee's inability to work, including telework, because an employee's son or daughter's place of care/child care provider or school has been closed due to a public health emergency. To qualify for EFMLA, a Classified employees member's son or daughter must be under 18 years of age.
- ii. EFMLA shall run concurrently with FMLA and shall only be used for items listed in 3. c. i. above.

- iii. Classified employees shall submit acceptable supporting documentation of the need to take EFMLA related to COVID 19. Examples of acceptable supporting documentation include.
  - 1. Notice of closure that has been posted on a government, school, or day care website,
  - 2. Notice of closure published in a newspaper,
  - 3. Email notice of closure from an employee or official of the school, place of care, or childcare provider
- iv. If FMLA is unpaid, however, a classified employee may elect to use existing paid leave accruals, including EPSL or existing sick leave accruals.

**d. Additional Leave Considerations**

- i. If EPSL or EFMLA have been exhausted or the federal provisions have expired, the District recognizes and understands each classified employee may have personal circumstances that require a presence at home. Classified employees that need to take time off and are unable to work remotely due to child or elder care disruption should contact both their immediate supervisor, as well as Human Resources to explore potential leave pursuant to Article X, Leaves of Absence.
- ii. The District has also established an emergency sick leave fund to assist an ill classified employee who does not have existing leave balances available. Classified employees in need of emergency sick leave should contact their immediate supervisor who will coordinate emergency sick leave usage with Human Resources.
- iii. Employees who have exhausted the above protocol and all available leave and must be absent due to coronavirus, including to care for family or household members or to meet a childcare emergency, shall be permitted to take unpaid leave.

**e. Classified Employees in Higher Risk Populations**

- a. Classified employees in higher risk populations, as identified by the State of California, Department of Public Health, including those who have a compromised immune system, a serious, chronic medical condition, or who are 65 and older, may elect to self-quarantine and either work remotely, online or use existing leaves as delineated in Article X, Leaves of Absence, Sections 1 through 6, 11 and 12. Classified employees whose positions are not conducive to remote work or online professional development training, shall be required to use existing leaves in accordance with Article X, Leaves of Absence, Sections 1 through 6, 11 and 12.

**5. Remote and Onsite Work**

- a. The District shall determine whether a classified employee's job duties are conducive for performing work in a remote work environment. The District shall provide classified employees who work remotely with assignments consistent with the employee's job classification. Classified employees shall perform remote work during the employee's regular work schedule and remain available

for supervisor/manager assignments during the employee's regular work schedule. Managers and classified employees shall work together to creatively utilize and schedule this time, both for employees working remotely or onsite. Classified employees who continue to physically report to onsite work locations shall maintain social distancing guidelines and shall be provided with personal protective equipment by the District to perform their job. Classified employees who decline to either physically report to onsite work and/or work remotely shall utilize their leave in accordance with Article X, Leaves of Absence, Sections 1 through 6.

b. Classified employees may participate in governance meetings via phone, video conference, or online.

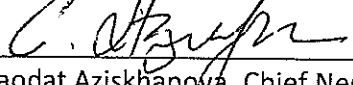
6. **Evaluations**

a. CSEA and the District agree to resume regular and probationary classified employee evaluations after August 21, 2020, while in a remote work or onsite environment.


7. **Scope of Representation**

a. As issues within the scope of representation regarding a remote work environment arise, the District and the CSEA reserve the right to reopen this MOU.

Date of MOU: September 22, 2020

  
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CSEA and its Chapter #76  
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