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Member of the AFL-CIO

The nation's largest  
independent classified  
employee association



March 3, 2021

**VIA Electronic**  
[narbehn@yahoo.com](mailto:narbehn@yahoo.com)

Narbeh Nazari  
Chapter President #76  
1500 N. Verdugo Rd.  
Glendale, CA 91208-2809

**RE: Memorandum of Understanding (MOU) – Impacts & Effects of COVID-19  
Pandemic for the Summer & Fall 2021 School Year**

Dear President Nazari:

I have received the Memorandum of Understanding (MOU) regarding the Impacts and Effects of COVID-19 Pandemic for the Summer & Fall 2021 School Year between the Glendale Community College District and the 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 Angelica Reyes 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. **Should your chapter choose to ratify prior to the "Shelter-in-Place" order and/or limitations on gatherings being lifted, please be sure to follow the October 14, 2020 temporary emergency waiver of Policy 610 (attached).***

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  
21 AR 76 MOU impacts and effects of COVID-19 for summer and fall 2021 school year

Enclosure(s)

Cc: Letetsia Fox, Regional Representative #69; Don Snyder, Area I Director; Angelica Reyes, Labor Relations Representative; Chapter #76 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 (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 June 10, 2021 through December 22, 2021 to address the COVID-19 pandemic.

**2. Health and Safety**

For purposes of the MOU, a qualifying individual includes the following: an employee of GCCD, student worker, student, or contractor.

- a. As required by Labor Code section 6409.3, the District shall inform the CSEA by email, of potential exposure to COVID-19 by a 'qualifying individual', who was working onsite, that had the following:

- A laboratory confirmed case of COVID-19; or
- A positive COVID-19 diagnosis from a licensed health care provider; or
- A COVID-19 related isolation order from a public health official

- b. 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.

**c. 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. See COVID-19 Triage Protocol for a list of COVID-19 symptoms.
  - 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, working onsite or remotely, that receive a COVID-19 diagnosis shall report absences in accordance with department/division procedures.
- d. Classified employees working remotely who become ill shall be required to use sick leave in accordance with Article X, Leaves of Absence.
- 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. Leaves of Absence**

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

- i. When a classified employee 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. Leave Considerations**

- i. Classified employees may be eligible for Family and Medical Leave Act/California Family Rights Act (FMLA/CFRA) leave based on a health provider's certification of their own or a family members' serious health condition. Classified employees should contact Human Resources to explore FMLA/CFRA leave eligibility.
- ii. 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.
- iii. 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.

**4. 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.

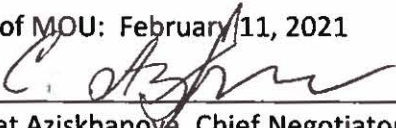
**5. Evaluations**

The District shall continue to conduct regular and probationary classified employee evaluations in a remote work or onsite environment.

**6. 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.

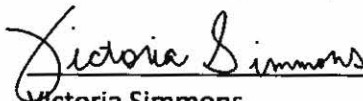
Date of MOU: February 11, 2021



Saodat Aziskhanova, Chief Negotiator  
CSEA and its Chapter #76  
Glendale Community College



Angelica Reyes,  
CSEA Labor Relations Representative



Victoria Simmons,  
Chief Negotiator,  
Glendale Community College District