

LBCCD-LBCCFA
Memorandum of Understanding
Addendum to March 16 & March 17 Memorandums of Understanding
COVID-19 Emergency Crises

This following Memorandum of Understanding ("Agreement") is made by and between the Long Beach Community College District ("District") and the Long Beach City College Faculty Association ("LBCCFA"). Where appropriate, the District and LBCCFA will collectively be referred to as the "parties." This Memorandum of Understanding shall serve as an addendum to the Memorandums of Understanding reached between the parties on March 16, 2020 and March 17, 2020.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable considerations, the Parties agree as follows:

TERMS

1. **Courses/Assignments Suspended and/or Unable to be Fulfilled via the Transition to a Temporary Remote Format Mid-Assignment:** Due to the COVID-19 emergency response, transition to a temporary remote format, and campus closure beginning March 17, 2020, in the event a bargaining unit member's spring 2020 term course/assignment was either suspended and/or unable to be fulfilled via the transition to a temporary remote format mid-assignment, the bargaining unit member will continue to be compensated at their full salary, including overload. In such cases, Article 11, Section 11.2.4, shall be waived and the affected bargaining unit member will not be required to make up the underload or apply load banked units to the underload. The terms of this MOU do not apply to faculty who may have been under load not related to classes that were either cancelled or suspended due to the District's COVID-19 emergency response.
2. **Extended Term:** Should the District choose to extend the spring 2020 term of any courses/assignments up to June 30, 2020, in accordance with California Community College Chancellor's Office Executive Order, 2020-02, issued March 27, 2020:
 - a. **Courses/Assignments Suspended Mid-Assignment and Identified for Extended Term:**
 - i. In the event a bargaining unit member's spring 2020 term course/assignment was suspended mid-assignment and identified for extended term, beyond June 4, 2020, the last day of the current semester calendar, regardless of whether the bargaining unit member is available or not to continue working through the extended term, the bargaining unit member will continue to be compensated at their full salary, including overload. In such cases, Article 11, Section 11.2.4, shall be waived and the affected bargaining unit member will not be required to make up the underload or apply load banked units to the underload.
 - ii. Additionally, bargaining unit members currently assigned these courses/assignments shall have preference to voluntarily continue in those assignments through the end of the extended term. Such assignment shall be compensated at the hourly rate of pay, Schedule 5A.

- b. Forthcoming Courses/Assignments Identified for Extended Term:**
 - i. For any forthcoming courses/assignments that have not yet started but have been identified for extended term, beyond June 4, 2020, the last day of the current semester calendar, regardless of whether the bargaining unit member is available or not to continue working through the extended term, the bargaining unit member will continue to be compensated at their full salary, including overload. In such cases, Article 11, Section 11.2.4, shall be waived and the affected bargaining unit member will not be required to make up the underload or apply load banked units to the underload.
 - ii. Additionally, bargaining unit members currently assigned these courses/assignments shall have preference to voluntarily continue in those assignments through the end of the extended term. Such assignment shall be compensated at the hourly rate of pay, Schedule 5A.
- 3. **Courses/Assignments Cancelled Prior to Start Date:** In the event a bargaining unit member's spring 2020 term course/assignment was cancelled and/or unable to be fulfilled via the transition to a temporary remote format prior to the course/assignments start date the bargaining unit member will continue to be compensated at their full salary, including overload. In such cases, Article 11, Section 11.2.4, shall be waived and the affected bargaining unit member will not be required to make up the underload or apply load banked units to the underload.
- 4. The parties understand this situation is fluid and that LBCCFA reserves the right to negotiate any additional impacts of the COVID-19 emergency response to the 2019-20 academic year.
- 5. **Entire Agreement:** This Agreement constitutes the entire agreement and understanding between the Parties. There are no other oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement.
- 6. This Agreement is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.
- 7. **Modification:** This Agreement cannot be changed or supplemented orally, and may be modified or superseded only by a written instrument executed by both Parties.
- 8. **Execution:** The Agreement may be executed in several counterparts, and shall be deemed legally effective at such time as the counterparts thereof, duly executed on behalf of both parties, have been furnished and delivered to the parties or attorneys for the parties to this Agreement.
- 9. Unless mutually agreed to by the parties, this Memorandum of Understanding shall expire on June 30, 2020.

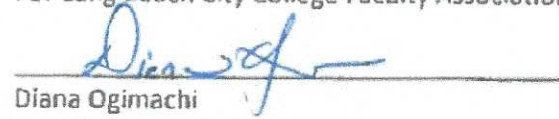
For the District:



Gene Durand
Vice President, Human Resources

4.21.20
Date

For Long Beach City College Faculty Association:



Diana Ogimachi
President

4/20/20
Date