

**LBCCD-LBCCFA
Memorandum of Understanding
COVID-19 Emergency Response**

This 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." The purpose of this Memorandum of Understanding is to address full-time faculty working conditions and campus operations during the COVID-19 emergency response.

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. The District is currently identifying classes and courses for a temporary transition to a remote format effective March 18th. The anticipated date of return to normal campus operations and face-to-face instruction is April 13th, however, the parties understand this date may change as the COVID-19 emergency response continues to evolve.
2. The District acknowledges that the temporary transition to a remote format is a mechanism to continue to provide instruction given the current COVID-19 emergency response and take preventative measures to social distance and minimize further outbreak.
3. The District shall provide LBCCFA the list of classes/courses identified for a temporary transition to a remote format.
4. Bargaining unit members shall consult with their Deans and/or Department Heads to ensure appropriate arrangements are in place and made to ensure a successful temporary transition to a remote format for identified courses.
5. During the COVID-19 emergency response and temporary transition of identified courses to a remote format, incomplete evaluations of tenured faculty currently subject to evaluation under Article 10, Sections 10.5 through 10.11, shall be postponed. Full-time faculty currently conducting evaluations of part-time faculty shall also be postponed. If upon return to normal campus operations, the evaluation of tenured faculty and/or part-time faculty can reasonably be completed by the dates set forth in the respective LBCCFA and CHI collective bargaining agreements, then such evaluation(s) shall continue at that time. Otherwise, the parties agree to postpone incomplete evaluations to the 2020-2021 academic year.
6. During the COVID-19 emergency response and temporary transition of identified courses to a remote format:
 - (1) Instructional and non-instructional bargaining unit member assignments temporarily conducted remotely may not correspond to the same scheduling requirements as face-to-face responsibilities;
 - (2) To the extent possible, bargaining unit members shall conduct college service hour responsibilities remotely. During this time, requirements that bargaining

unit members complete an average of five (5) hours per week of college service responsibilities, under Article 11, Sections 11.2.1 and 11.6.2, shall be waived.

7. During the COVID-19 emergency response and temporary transition of identified courses to a remote format, Article 11, Section 11.5.4.2, regarding online teaching loads shall be waived.
8. During the COVID-19 emergency response and temporary transition of identified courses to a remote format, bargaining unit members may out of necessity make modifications to their course syllabus, office hours, and course requirements.
9. The parties understand that flex day is currently scheduled for March 19th, that some bargaining unit members may object to attending meetings/events on campus due to COVID-19, and that alternative modalities may be required to conduct flex day. Accordingly, the parties agree that requirements that bargaining unit members complete at least six (6) hours of flex credit on-campus under Article 11, Section 11.17.2, shall be waived and that bargaining unit members may complete flex credit entirely off-campus and online.
10. Classes and assignments that continue to meet face-to-face shall follow all state, county, and city public health requirements. To the extent possible, such classes and assignments shall also follows all state, county, and city public health recommendations and social distancing norms. The District also agrees to provide hand sanitizing supplies, as available, to all bargaining unit members who continue to teach and meet face-to-face during the COVID-19 response. The District will make every reasonable effort to ensure every classroom and work area is cleaned and sanitized on a regular basis during the coronavirus outbreak.
11. During the COVID-19 emergency response and temporary transition of identified courses to a remote format, bargaining unit members shall be eligible for quarantine leave. In the event a bargaining unit member is directed by city, state, federal, or a government agency to be quarantined, such bargaining unit member shall continue to receive their full salaries and benefits without any deduction from the bargaining unit member's accumulated sick leave.
12. This Agreement shall remain in effect through the District's COVID-19 emergency response. The parties understand that even after a return of classes and assignments to face-to-face instruction, aspects of the District's COVID-19 emergency response and this Agreement may need to remain in place to ensure proper precautions are taken against further outbreak of COVID-19. 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.
13. 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.
14. 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.

15. Modification: This Agreement cannot be changed or supplemented orally, and may be modified or superseded only by a written instrument executed by both Parties.

16. 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.

For the Long Beach Community College District:



Gene Durand
Vice President, Human Resources

3.16.20
Date

For Long Beach City College Faculty Association:



Diana Ogimachi
President

3/16/20
Date