

**LBCCD-CHI**  
**Memorandum of Understanding**  
**COVID-19 Emergency Crises**

This Memorandum of Understanding (“Agreement”) is made by and between the Long Beach Community College District (“District”) and the Certificated Hourly Instructors (“CHI”). Where appropriate, the District and CHI will collectively be referred to as the “Parties.” The purpose of this Memorandum of Understanding is to address part-time faculty working conditions for bargaining unit members currently employed at the District 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. Beginning March 17, 2020, Long Beach City College will be closed to the public. Students and members of the public are not allowed to be on the Liberal Arts Campus or the Pacific Coast Campus starting on this date. The District is currently transitioning all bargaining unit members to work remotely by the end of the day on March 17, 2020. Should a bargaining unit member need to access the campus in preparation for working remotely, they must do so by 4pm on Friday, March 20, 2020. Following March 20, 2020, unless approved in advance by their Dean, bargaining unit members shall not be permitted on the Liberal Arts Campus or the Pacific Coast Campus. While this Agreement remains in place, Article 9, Sections 9.1 and 9.5 of the current collective bargaining agreement shall be waived. While the anticipated date of return to normal campus operations and face-to-face instruction is the beginning of summer session, June 10th, 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 and fulfill assignments, take preventative measures to social distance, and minimize further outbreak during the current COVID-19 emergency response.
3. The following provision shall temporarily replace Article 11.3 of the current collective bargaining agreement, regarding Compensation for College Flex Days, for Spring 2020 only, given the District’s ongoing COVID-19 emergency response.

For purposes of training and preparing to transition to a remote format, bargaining unit members shall be eligible to participate in a two-hour online training provided by the Office of Distance Learning. Bargaining unit members who participate in the training, upon confirmed attendance, shall be paid \$50/hour, for a total of \$100 for the two-hour training. Information regarding the training shall be communicated with the bargaining unit member via email to the email address on record per Article 9, Section 9.10 of the current collective bargaining agreement.

For those bargaining unit members who were scheduled to work flex day, the two-hour online training specified here shall be in lieu of that day’s assignment, paid at their normal hourly rate of pay. Those bargaining unit members affected may also attend another online training session on a different day and receive the \$100 stipend.

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.
5. During the COVID-19 emergency response and temporary transition to a remote format, Article 7, Section 7.5 of the current collective bargaining agreement, regarding online teaching assignments, shall be waived.
6. During the COVID-19 emergency response and temporary transition of to a remote format, CHI bargaining unit member assignments temporarily conducted remotely may not correspond to the same scheduling requirements as face-to-face responsibilities.
7. During the COVID-19 emergency response and temporary transition to a remote format, bargaining unit members may out of necessity make modifications to their course syllabus, office hours, and course requirements.
8. During the COVID-19 emergency response and temporary transition to a remote format, incomplete evaluations of bargaining unit members subject to evaluation under Article 6 of the current collective bargaining agreement, shall be postponed. If upon return to normal campus operations, the evaluation of a bargaining unit member can reasonably be completed prior to the start of final exam week, in accordance with Article 6, Section 6.4.6.a of the current collective bargaining agreement, then such evaluation(s) shall continue at that time. Otherwise, the parties agree to postpone incomplete evaluations to the 2020-2021 academic year.
9. For purposes of completing Adjunct Assignment Availability and Request Forms for Fall 2020, in accordance with Article 8, Section 8.2.5.a and Appendix E of the current collective bargaining agreement, such forms shall be communicated to bargaining unit members via email to the email address on record per Article 9, Section 9.10 of the current collective bargaining agreement.
10. To the extent possible, bargaining unit members responsible for serving on committees shall continue to conduct service on committees remotely. Regardless of activity, all bargaining unit members receiving stipends for service on committees, in accordance with Article 11, Section 11.6 of the current collective bargaining agreement, shall continue to receive their stipend.
11. During the COVID-19 emergency response and temporary transition 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 pay and benefits without any deduction from the bargaining unit member's accumulated sick leave. Quarantine leave shall be included in the application of Article 8, Section 8.7 of the current collective bargaining agreement.
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 CHI 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:




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Gene Durand  
Vice President, Human Resources

3.20.20  
Date

For the Certificated Hourly Instructors:



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Karen Roberts  
President

3/20/20  
Date