

LBCCD-CHI
Memorandum of Understanding
Addendum to March 20, 2020 Memorandum 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 Certificated Hourly Instructors (“CHI”). Where appropriate, the District and CHI will collectively be referred to as the “parties.” This Memorandum of Understanding shall serve as an addendum to the Memorandum of Understanding reached between the parties on March 20, 2020.

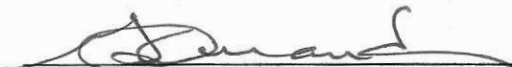
NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable considerations, the Parties agree as follows:

TERMS

1. **Courses/Assignments Cancelled 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 part-time faculty bargaining unit member’s spring 2020 term course/assignment was either cancelled and/or unable to be fulfilled via the transition to a temporary remote format mid-assignment, the part-time faculty bargaining unit member will continue to be compensated for their full contract period and total number of units/time assigned at the start of their contract period. For purposes of Article 8, Assignment Rights and Reemployment Preference, these courses/assignments will count as if the courses/assignments were not cancelled mid-assignment.
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 Postponed Mid-Assignment and Identified for Extended Term:** In the event a part-time faculty bargaining unit member’s spring 2020 term course/assignment was postponed mid-assignment and identified for extended term, beyond June 4, 2020, the last day of the current semester calendar, regardless of whether the part-time faculty bargaining unit member is available or not to continue working through the extended term, the part-time faculty bargaining unit member will continue to be compensated for their full contract period and total number of units/time assigned at the start of their contract period. For purposes of Article 8, Assignment Rights and Reemployment Preference, these courses/assignments will count as if the part-time faculty bargaining unit member completed the entire spring 2020 term assignment. Additionally, part-time faculty 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 part-time faculty bargaining unit member’s appropriate hourly rate of pay.
 - b. **Forthcoming Courses/Assignments Identified for Extended Term:** 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, part-time faculty bargaining unit members currently assigned to these courses/assignments shall be notified of the new contract period and given preference to continue in those assignments through the end of the extended term. Such assignment shall be compensated at the part-time faculty bargaining unit member’s appropriate hourly rate of pay and count for purposes of Article 8, Assignment Rights and Reemployment Preference.
 - c. In the event the part-time faculty bargaining unit member currently assigned to the course/assignment for which the District chooses to extend the spring 2020 term is unavailable to voluntarily continue in the extended term assignment, such work shall be assigned at the discretion of the District.

3. **Courses/Assignments Cancelled Prior to Start Date:** In the event a part-time faculty 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 parties acknowledge and agree the District retains such right under Article 8, Section 8.4 of the collective bargaining agreement and that part-time faculty bargaining unit members affected are not due compensation for courses/assignments cancelled prior to their start.
4. 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.
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 Long Beach Community College District:



Gene Durand
Vice President, Human Resources

4-1-20
Date

For the Certificated Hourly Instructors:



Karen Roberts
President

4/1/2020
Date