

LBCCD-LBCCFA
Memorandum of Understanding
Addendum to March 16, 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 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 Memorandum of Understanding reached between the parties on March 16, 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. 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 their offices or classrooms 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 the anticipated date of return to normal campus operations and face-to-face instruction is April 13th, the parties understand this date may change as the COVID-19 emergency response continues to evolve.
2. 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.
3. 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.
4. This Agreement is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint,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.
5. Modification: This Agreement cannot be changed or supplemented orally, and may be modified or superseded only by a written instrument executed by both Parties.
6. 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

3.17.20
Date

For Long Beach City College Faculty Association:



Diana Ogimachi
President

3/17/20
Date