Memorandum of Understanding Between the Rio Hondo College Faculty Association ("RHCFA") and the Rio Hondo Community College District ("District") March 19, 2021

This Memorandum of Understanding ("Memorandum") is made between the RHCFA and the District in order to address working conditions of unit members during the response to the COVID-19 for Intersession, Spring, and Summer 2021 terms. This agreement will become effective upon ratification by the Board of Trustees and according to the standard practice of RHCFA.

1. Overview

- a. On July 9, 2020, the RHCFA and District signed a Memorandum of Understanding relating to the transition to remote educational services for the Fall 2020 term. In addition, on May 20, 2020, the RHCFA and District signed a Memorandum of Understanding relating to the transition to remote services for the Spring 2020 and Summer 2020 terms. Finally, on September 21, 2020, the RHCFA and District signed a Memorandum of Understanding addressing the return of personal necessity days taken by full-time unit members between March 13 and March 20, 2020.
- b. This current Memorandum temporarily modifies the 2019-2022 Collective Bargaining Agreement ("Agreement") between the RHCFA and District for Intersession, Spring, and Summer 2021 terms.
- c. Because RHCFA and the District have reached prior agreements on July 9, 2020 and May 20, 2020 that covers the same or similar issues, the parties intend that those agreements are valid, and therefore unnecessary to be repeated in this agreement.

May 20, 2020 Agreement

https://www.riohondo.edu/hr/wp-content/uploads/sites/4/2020/08/MOU-between-RHCFA-and-RHC-Temporary-Modifications-During-Response-to-Novel-Coronavirus-May-20-2020.pdf

July 9, 2020 Agreement

https://www.riohondo.edu/hr/wp-content/uploads/sites/4/2020/08/MOU-between-RHCFA-and-RHC-Temporary-Modifications-During-Response-to-Novel-Coronavirus-July-9-2020.pdf

d. The parties agree that the District shall have the sole and exclusive right to determine whether any District program, operation unit, or facility remains open, operates remotely, is closed, or reopened.

2. Transitioning from Face-to-Face to Remote Educational Services

- a. Except as specified below, unit members will provide educational services remotely for the Summer 2021 terms.
- b. The District will notify unit members as far in advance as possible if any part of their assignments will not be remote. Except for programs currently operating on campus, unit members must be notified two weeks prior to the beginning date of their Summer assignments, if all or any part of their Summer 2021 assignments will not be remote.

3. Safe Working Environments

- a. The District will adhere to California's Occupational Safety & Health Standards Board emergency temporary standards (ETS) related to COVID-19, as adopted on November 18, 2020, effective on November 30, 2020, for 180 days. It is further recognized that the ETS may be renewed or made into a permanent standard.
- b. Prior to indicating that a class will not be remote, the District will inform any unit member in advance in writing of all safety protocols in place for classrooms, offices, and any other working environments. The District will notify the Association and work with appointed association representatives to assure safe and appropriate working conditions.
- c. Unit members will utilize policies and procedures to enforce safety protocols related to COVID-19.
- d. All personnel protective equipment (PPE) shall be supplied to unit members by the District as required by the County of Los Angeles Department of Health. If such equipment cannot be provided to employees and students, educational services will be delivered remotely until available.

4. Expense Reimbursement

a. The District shall provide for the payment of the actual and necessary expenses incurred by unit members in the course of performing services for the District as specified in California Educational Code 87032 submitted in accordance with District purchasing practices.

5. Compensation for Transitioning from Face-to-Face to Remote Educational Services

- a. For the Fall 2020 semester, the District will compensate unit members for transitioning from face-to-face to remote educational services.
 - i. For each different course of three or more units per unit member (up to three courses in total), a one-time compensation of \$250 per course will be awarded for the transition from face-to-face

- instruction to remote instruction, up to a maximum of three courses or \$750. Duplicate courses will not be compensated.
- ii. For unit members teaching one or more units but fewer than three unit courses, compensation will be a one-time award of \$150.
- iii. For full-time unit members who taught during Spring 2020 but were on sabbatical in Fall 2020, compensation will be awarded based on their Spring 2020 teaching load as described above.
- iv. Full-time student services faculty and librarians who do not teach courses will be compensated \$500 for the transition from face-toface services to remote services.
- Part-time student services faculty and librarians who do not teach courses will be compensated \$250 for the transition from face-toface services to remote services.
- vi. Student services faculty and librarians who teach courses that are three units and above will qualify for compensation first as teaching faculty (see # i above) and then as counselors and librarians, up to a maximum of \$750.
- vii. Courses that are designated as online courses will not be considered in this compensation.

Signed on March 19, 2021

Marie Eckstrom
Marie Eckstrom (Mar 23, 2021 15:06 PDT)

Marie Eckstrom RHCFA, Chief Negotiator Loy Nashua

Jackson Parham
Jackson Parham (Mar 23, 2021 15:15 PD)

Jackson Parham, AALRR

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Stephen Kibui

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Cynthia Nuñez

MOU Intersession, Spring, and Summer 2021 Final

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