

Memorandum of Understanding
Between the Rio Hondo College Faculty Association (“RHCFA”)
and the Rio Hondo Community College District (“District”)
October 19, 2021

This Memorandum of Understanding (“MOU”) is made between the RHCFA and the District in order to address working conditions for the Intersession and Spring 2022 terms. Upon expiration of the Spring 2022 term, the 2019-2022 collective bargaining agreement (“CBA”) will prevail unless a subsequent agreement is reached. This MOU will become effective immediately after signing by the District and a ratification vote by the RHCFA membership.

1. Overview

RHCFA and the District have reached prior agreements on May 20, 2020, July 9, 2020, March 19, 2021, July 1, 2021, and September 8, 2021 that cover issues related to the Covid-19 pandemic, so the parties intend that those agreements are valid unless superseded by this agreement, and therefore unnecessary to be repeated in this agreement. The District will follow all safety standards as outlined in the CalOSHA Emergency Temporary Standards (i.e. face-coverings, social distancing, hygiene/cleaning, outbreaks, etc.) <https://www.dir.ca.gov/dosh/coronavirus/ETS.html>

A. 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>

B. 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>

C. March 19, 2021 Agreement

https://www.riohondo.edu/hr/wp-content/uploads/sites/4/2021/03/MOU_RHCFA_03.19.21.pdf

D. July 1, 2021 Agreement

https://www.riohondo.edu/hr/wp-content/uploads/sites/4/2021/09/MOU-Between-RHCFA-and-District-Vaccinations-and-Workplace-Safety_9.8.21-FINAL-SIGNED.pdf

E. September 8, 2021 Agreement

[MOU-Between-RHCFA-and-District-Vaccinations-and-Workplace-Safety_9.8.21-FINAL-SIGNED.pdf](https://www.riohondo.edu/hr/wp-content/uploads/sites/4/2021/09/MOU-Between-RHCFA-and-District-Vaccinations-and-Workplace-Safety_9.8.21-FINAL-SIGNED.pdf) (riohondo.edu)

Definitions (taken from California Community Colleges Memorandum FS-21-09 | Via Email, October 6, 2021):

1. Distance Education Only (“Online” formerly “Remote”)
 - Synchronous distance education courses are structured similarly to face-to-face courses, however rather than being on campus, students interact with the instructor via some kind of interactive technology (such as Zoom). All students are expected to meet in real time at scheduled class times through a remote connection (via Zoom).
 - Asynchronous distance education courses do not have designated scheduled meeting days and times. Students complete class activities and assignments as detailed in the course syllabus by logging into the online system, completing work and submitting electronically to the instructor.
 - A course may be scheduled with both Synchronous and Asynchronous components; however, the synchronous days/times must be determined when the course is scheduled and faculty and students must meet synchronously at the scheduled days/times.
2. In-person Instruction Only (“Face-to-Face”)
3. Combination of In-Person and Distance Education (“Hybrid”)

A. Full-time Unit Member

1. As part of their regular load, unit members shall perform 40% of their load on campus. The District and RHCFA understand that due to the nature of variable units of courses, there may be teaching assignments resulting in less than 40% or slightly over 40%. Non-instructional unit members shall perform 40% of their direct contact hours, as specified in CBA sections 5.5.1, 5.5.2 and 5.5.3, on campus and in-person.
2. As part of their regular load, unit members may request to perform over 40% of their load in person.
3. Non-instructional unit members who teach one or more courses as part of their load shall have their load structured by mutual agreement with the District.
4. Unit members may teach two courses online; a third online synchronous course may be assigned at the District’s discretion.
5. The District may require some non-instructional unit members to perform on-campus, in-person assignments at levels greater than 40% for the following functions: learning disability testing, medical services, and psychological assessments. If deemed necessary, the District may require in person assignments at levels greater than 40% in consultation with RHCFA.
6. The office hours requirement specified in Article 5.8 of the 2019-2022 CBA may be fulfilled either in person or online.
7. Deans will consult with faculty teaching multiple CRNs in one lecture or include a lab component to determine an appropriate instructional modality from the approved options (see definitions), which may include synchronous or

asynchronous designations or both, or on-campus. Any conflicts will be considered on a case-by-case basis with the faculty, dean, and VPAA.

8. Full-time unit members may teach up to forty percent overload online either synchronously or asynchronously as offered by the District.
9. These provisions may be waived for individual unit members with the approval of the District.

B. Part-time Unit Member

1. Part-time unit members may perform any and all of their load in person at the discretion of the District.
2. Part-time faculty upon request may be assigned their entire load online.

C. Accommodations

1. The District will follow the ADA accommodations process for any unit member making a request.

D. CTE, Nursing, and Public Safety

1. The District may require a greater percentage of a unit member's load be in person in Career and Technical Education, Public Safety, and Nursing.

E. Safety

1. The COVID-19 Taskforce will make signage recommendations for traffic flow in the hallways.
2. The District will follow all safety standards as outlined in the CalOSHA Emergency Temporary Standards and the County of Los Angeles Department of Public Health guidelines (i.e. face-coverings, social distancing, hygiene/cleaning, outbreaks, etc.) Face coverings will continue to be required indoors and outdoors.
3. The District will make every effort to provide HEPA filters upon written request to the Director of Facilities by November 30 for private counseling offices
4. Upon request and if available, the District will provide a unit member the option to carry out counseling services in an empty space/classroom or outdoors.
5. In-person educational services shall require a District process that requires either proof of vaccination or cleared status for that day. The District will provide temperature scanners for the entrances to the LAC, MSC, Student Services, Counseling areas, and Library, at a minimum.

F. Intersession

1. With the exception of essential worker program courses, intersession classes will be offered online as determined by the District.
2. Non-instructional load may be carried out online or in person at the discretion of the District.

G. Duration

1. This agreement applies to the Intersession and Spring 2022 terms. After that time, the 2019-2022 Collective Bargaining Agreement shall apply unless a subsequent agreement is reached.

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