

Memorandum of Understanding
Between the Rio Hondo College Faculty Association (“RHCFA”)
and the Rio Hondo Community College District (“District”)
July 9, 2020

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 novel coronavirus for the Fall 2020 term. This will become effective immediately upon signing by each party.

1. Overview

- a. On May 20, 2020, the RHCFA and District signed a Memorandum of Understanding relating to the transition to remote educational services for the Spring 2020 and Summer 2020 terms.
- b. This current Memorandum temporarily modifies the 2019-2022 Collective Bargaining Agreement (“Agreement”) between the RHCFA and District for the Fall 2020 term.
- c. This Memorandum is non-precedential, nor does it establish a status quo. Furthermore, any additions, deletions, or differences between the May 20th Memorandum and this current Memorandum shall not be construed to indicate any intent of either of the parties.
- 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 and to Remote Educational Services

- a. Except as specified below, unit members will provide educational services remotely for the entire Fall 2020 term.
- b. The District will make every effort to notify faculty members as far in advance as possible if any part of their assignments will not be remote. At a minimum, faculty must be notified by July 31 if any part of their assignments will not be remote. In the event of changed circumstances as designated by the State of California and the County of Los Angeles, the District and RHCFA will meet and negotiate for return to on campus delivery of educational services.
- c. The District may transition any assignment that had previously been designated as being offered on campus to remote learning. In such an event, every effort shall be made to provide as much notification as possible.
- d. Faculty members who meet the criteria under the Family and Medical Leave Act (FMLA) for a serious medical condition will not be required to deliver educational services on campus. A serious medical condition under FMLA is defined as an illness, injury, impairment, or physical or mental condition that involves either (1) inpatient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. In addition, faculty members who provide documentation of an underlying

high-risk condition or reside as the primary caregiver with someone with documentation of an underlying high-risk condition shall not be required to deliver educational services on campus.

- e. This Agreement does not prevent the District from cancelling classes or adjusting assignments in compliance with Articles 5.7.1 and 5.7.3 of the Agreement.
- f. When a faculty member is required to return to campus, the District will comply with the guidelines provided by the County of Los Angeles Department of Health.
- g. Unit members providing remote educational services will maintain the same academic freedom as has been established in the Agreement, Board Policy, and any state or federal requirements. Faculty shall be granted sole discretion in determining how classes are taught as per the course outline of record. Such discretion includes, but is not limited to, whether synchronous or asynchronous lectures are provided, and the types of assessments given to students.
- h. Normal faculty reports will continue as required by the collective bargaining agreement and past practice. Additional reports designed to assist District critical decision making may be requested from faculty.

3. Faculty Evaluations

- a. For the Fall 2020 term, faculty evaluations will follow the procedures and timelines set forth in Article 9 of the Collective Bargaining Agreement.
- b. While completing evaluations, the District will take into account that some faculty members have not been provided appropriate training or have not had sufficient time to prepare for remote education.

4. Safe Working Environments

- a. The District will inform any faculty 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.
- b. Faculty will utilize District policies and procedures to enforce safety protocols related to the novel coronavirus.
- c. All personal protective equipment shall be supplied to faculty 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.

5. Contingencies in the Event of Infection or Exposure

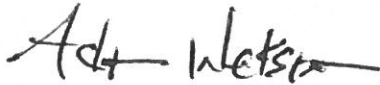
- a. Except as prohibited by the Confidentiality of Medical Information Act or Health Insurance Privacy Protection Act, upon learning of a COVID-19 infection, the District will follow the County of Los Angeles Department of Health guidelines and inform those that are known to be immediately impacted and the RHCFA president.

- b. Faculty members who must be quarantined according to the County of Los Angeles Department of Health will not be charged sick leave.

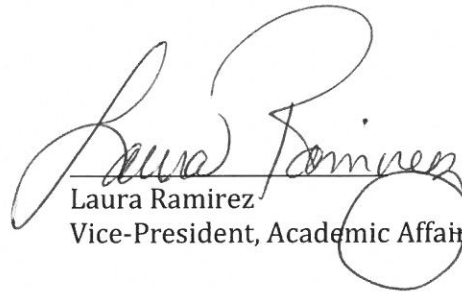
6. Expense Reimbursement

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

Signed on July 9, 2020.



Adam Wetsman
RHCFA, Chief Negotiator



Laura Ramirez
Vice-President, Academic Affairs