

**Memorandum of Understanding**  
**Between the Rio Hondo College Faculty Association (“RHCFA”)**  
**and the Rio Hondo Community College District (“District”)**  
**May 20, 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. This will become effective immediately upon signing by each party.

**1. Overview**

- a. This Memorandum temporarily modifies the 2019-2022 Collective Bargaining Agreement (“Agreement”) between the RHCFA and District.
- b. In the event any District program, operation, unit, or facility is temporarily closed, or temporarily curtailed due to the novel coronavirus, RHCFA unit members will not suffer any loss of pay or health benefits relative to their regular schedules for the period of closure or curtailment, but not to exceed the period covered by this Memorandum. This Memorandum does not prevent the District from cancelling classes due to low enrollment or cancelling any of the summer sessions.
- c. 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.
- d. Any proposed changes to the academic calendar must be mutually agreed upon in writing by the Association and District as governed by the Public Employment Relations.
- e. The provisions of this Memorandum will remain in effect through the Summer 2020 term which ends on August 7, 2020. The RHCFA and District shall mutually agree in writing if the provisions of this Memorandum are to be extended or modified.
- f. Any return to work for any association member will strictly follow all safety guidelines as provided by the State of California or Los Angeles County Department of Public Health.
- g. This Memorandum is non-precedential, nor does it establish a status quo.

**2. Transition to Remote Educational Services**

- a. Except as specified below, unit members will provide educational services remotely.
- b. During the Summer 2020 term, some courses in Career and Technical Education, Nursing, and Public Safety may be delivered in a face-to-face format. In such cases, the District will provide advance notice to the Association and will mutually agree in advance to the safety protocols to be implemented for the protection of unit members and students.
- c. Unit members providing remote educational services will maintain the same academic freedom as has been established in the Collective Bargaining Agreement, Board policy, and any state or federal requirements. Faculty shall

be granted sole discretion in determining how classes are taught. Such discretion includes, but is not limited to, whether synchronous or asynchronous lectures are provided, how office hours are held, and the types of assessments given to students.

- d. The District may require faculty to submit any reports as specified in the collective bargaining agreement. Additional reports may be requested by the Administration for record keeping, research, and academic support purposes during the Summer 2020 term.

### **3. Online Education**

- a. The requirement for faculty to be certified to teach online in Article 24.6 and for the voluntary teaching online in Article 24.2 of the Agreement shall be waived.

### **4. Faculty Evaluations**

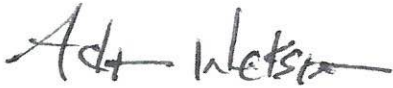
- a. If the District has completed all administrative evaluation procedures, they may seek signatures to complete the evaluation process.
- b. Unless already completed as specified above or in the Agreement, evaluations for all unit members, as described in Article 9.5.1 of the Collective Bargaining Agreement, shall be cancelled.
- c. Cancellation of evaluations shall not affect tenure track faculty and will not extend their probationary status.
- d. Cancellation of evaluations shall not affect the granting of seniority rights for part-time unit members as described in Article 26 of the Agreement. Part-time unit members who have met the requirements of Article 26.2.1 shall be granted seniority.

### **5. Compensation for Changed Working Conditions**

- a. Unit members who have not been certified in distance education within the last five years will be provided a stipend of \$300 to participate in training activities for certification purposes to be completed prior to the last day of the Summer term.
- b. The District will reimburse unit members for expenses incurred due to the transition to remote educational services based upon the following criteria:
  - Unit members shall submit receipts to the Office of Business and Finance;
  - The expense was necessary and proper for the transition to remote educational services;
  - The expense was not avoidable by utilizing District provided options, supplies, and systems;
  - The expense does not replace existing expenditures for internet services; and
  - Durable goods will be returned upon the conclusion of the remote educational services program.

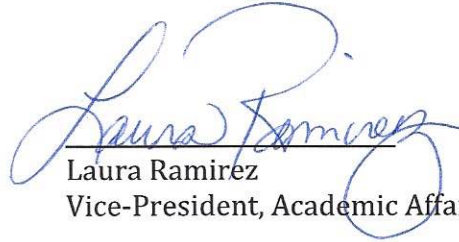
- c. The District will loan laptop computers and provide internet hotspots on a case-by-case basis and according to need.

Signed on May 20, 2020.



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Adam Wetsman  
RHCFA, Chief Negotiator



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Laura Ramirez  
Vice-President, Academic Affairs

