

Memorandum of Understanding
Between the Rio Hondo College Faculty Association (“RHCFA”)
and the Rio Hondo Community College District (“District”)
July 1, 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 Fall 2021 term. This agreement will become effective upon ratification by the Board of Trustees and according to the standard practice of RHCFA. The agreement will expire on December 31, 2021, unless extended by mutual agreement of RHCFA and the District.

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.
- b. This current Memorandum temporarily modifies the 2019-2022 Collective Bargaining Agreement (“Agreement”) between the RHCFA and District for Fall 2021 term.
- c. If the Los Angeles Department of Public Health (LACDPH) updates its requirements for higher education, the District and RHCFA will, if necessary, meet to determine modifications to this agreement. It is agreed that prior agreements reached on May 20, 2020, July 9, 2020, and March 19, 2021 are still in effect except as revised or superseded by this agreement.
- d. RHCFA and the District have reached prior agreements on May 20, 2020, July 9, 2020, and March 19, 2021 that cover the same or similar issues, so 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>

March 19, 2021 Agreement

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

- e. 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 Remote Educational Services to Face to Face

- a. Except as specified below, unit members will provide educational services remotely for the Fall 2021 term. Returning to on-campus instruction, including counseling and library services will be voluntary for the Fall 2021 term.
- b. Except for programs currently operating on campus the District will notify unit members as far in advance as possible if any part of their assignments during the Fall term 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 June 17, 2021 and modified on June 21, 2021, effective immediately by action of the Governor.
- b. This agreement is intended to inform unit members of all safety protocols in place for classrooms, offices, and any other working environments. Individual unit members may request copies of safety protocols in place. 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, including requiring students to wear appropriate face coverings when indoors.
- d. All personnel protective equipment (PPE) shall be supplied to unit members by the District. Unvaccinated unit members may request an N95 respirator mask to be provided by the District, but are expected to wear the masks for their own and others safety at all times except when they are outdoors. Unit members will follow the District's guidelines, and unit members are required to wear face coverings indoors in the presence of others.
- e. Physical distancing requirements shall remain at three (3) feet throughout the Fall 2021 semester indoors in the presence of others.

- f. The District will maintain records of unit member’s vaccination status. The District will keep all records of vaccination in a limited access file accessible only by those responsible for verifying status and enforcing mask wear. Acceptable proof of vaccination status includes a vaccine card, a verifying QR code from myvaccinerecord.cdph.ca.gov, or self-attestation on District forms. If a unit member declines to provide proof of vaccination status, the District will treat the unit member as unvaccinated.
- g. Dual enrollment classes for instruction on high school campuses will be governed by the requirements of the site upon which the class is scheduled.

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.

Signed on July 1, 2021


Marie Eckstrom (Jul 7, 2021 10:10 PDT)


Marie Eckstrom
RHCFA, Chief Negotiator


Loy Nashua (Jul 7, 2021 10:33 PDT)

Loy Nashua


Jack Parham (Jul 8, 2021 11:50 PDT)


Jackson Parham, AALRR



Stephen Kibui



Don Miller



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Adam Wetsman