

MEMORANDUM OF UNDERSTANDING BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT
AND
SOLANO COMMUNITY COLLEGE FACULTY ASSOCIATION

The parties agree to the following provisions with regards to the **Inmate Education Program**, effective with the start of the Spring 2020 semester.

This language shall sunset as of May 31, 2020, absent ratification of a Tentative Agreement prior to that date.

New language:

1. Unit members will not be required to accept any assignment at any correctional facility unless hired specifically for such assignments, as indicated by the job announcement.
2. Procedures required at correctional facilities take additional time beyond the normal arrival and departure time for typical teaching duties. Faculty assigned to teach in correctional facilities shall therefore be compensated for an additional 1 hour per visit to a correctional facility work assignment, to be paid at the appropriate Category 3 rate as a lump-sum stipend at the end of the semester of the assignment, as documented by timesheets turned in to the supervising dean. These additional hours do not count toward workload calculations.
3. Adapting a course for instruction within a prison or correctional facility requires faculty to revise instructional materials. Faculty shall be paid a stipend of \$650.00 per class for the time necessary to make these revisions. This additional compensation shall be issued one time only, the first time* a given instructor is assigned to adapt a new class for offering in a correctional facility. The stipend shall be paid as a lump sum on the first pay warrant of the term in which the class runs.

*“First time” shall be defined as the first (or next) time following the implementation of this agreement (i.e. in Spring 2020 or later).

4. Prior to beginning their assignments, all unit members who have accepted assignments in the Inmate Education Program may be required to participate in training conducted by the CA Dept. of Corrections and Rehabilitation. The frequency of training will be determined by the CA Dept. of Corrections and Rehabilitation. Members will be compensated by the District at the current Category 3 overload rate per hour of such training any time it occurs, as documented by timesheets submitted to the supervising dean.
5. Unit members who provide services are required to comply with established laws, regulations, and rules governing the correctional facilities including those set forth by the Department of Corrections. This includes fingerprinting, background checks, and limitations on the types of materials that can be brought into the prisons. The expense of any necessary testing not administered by the college or the prison shall be covered

by the community college district. This includes the faculty member's time in having the tests done, which shall be paid at the faculty member's Category 3 overload rate.

6. Total compensation for requirements outlined in sections 5 & 6 above shall not exceed six (6) hours at the Category 3 rate.
7. Prison officials reserve the right to terminate a unit member's service at any time during a teaching or non-teaching assignment if the unit member is found to be in violation of prison rules and regulations, or if services are not being provided in a manner appropriate to the incarcerated student population. Only in such cases where the cause for termination of services also violates District policies and procedures could such assignment termination be grounds for District employee discipline procedures. The unit member will be paid only for services that were provided prior to the termination.
8. Disciplinary actions or dismissals administered by correctional facility staff for failure to adhere to the rules and regulations of the facility will not be used in regular District evaluations of the unit member's performance. However, per Article 19.5.4B, "[Adjunct] faculty who have been asked not to return to a host location for reasons of performance or conduct cannot displace another adjunct with assignment priority to restore load lost in the impacted sections."
9. In the unlikely event of a lockdown or other similar situation requiring the teaching unit member to remain at the prison facility beyond the time allotted to the class session, the unit member will be compensated by the District for the additional time at the current overload rate. The unit member shall keep track of any such extra time during the semester and submit the documentation, validated and signed by the Inmate Education Program Director, to the District at the end of each month for extra duty payment.
10. If a unit member is assigned work hours on the same day at a correctional facility and another District site, the assignments must be scheduled with a passing period that is at least equal to twice the average travel time, or one (1) hour, whichever is greater. Insufficient travel time between sites is considered an unsafe working condition. Unit members are entitled to reimbursement for travel expenses for mileage between sites on the same day.
11. All required safety and instructional materials for faculty shall be provided by the District.

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Melissa Reeve	Date	Mary Jones	Date
Chief Negotiator, SCFA		Chief Negotiator, SCCD	