

LRCFT/LRCCD Prison Education Program

Memorandum of Understanding

Background

Over the last six years, the Prison Education Program has grown in size and now includes faculty from across the district from multiple disciplines and divisions. Within the Prison Education Program, classroom and non-classroom faculty may work in prisons, local jails, or youth detention facilities. The growth of this program has created the need for clarity around a number of issues related to workload, preference, performance review, safety, and other related issues.

Agreements

1. Assignment

- a. Assignments in the Prison Education Program are voluntary and must be mutually agreed upon by the Discipline Dean, PREP Dean, and the faculty member
- b. Tenured faculty shall normally be limited to 0.6 FTE in the Prison Education Program but up to 0.8 FTE is allowable by mutual agreement of the faculty, the Discipline Dean and the PREP Dean due to program demands
- c. Tenure-track faculty in the first or second year shall be limited to .4 FTE in the Prison Education Program or two courses in their subject area.
- d. Tenure-track faculty in their third or fourth year shall be limited to 0.6 FTE.
- e. Adjunct Faculty can be assigned up to .67 in the Prison Education Program.

2. Professional Responsibilities

- a. A faculty member's initial and continuing assignment to the prison education program is contingent upon meeting the following:
 - i. Successful completion of the program screening process.
 - ii. Completion of up to Four (4) hours of non-load attributable compensated training run by the California Department of Corrections, local jail, or youth detention facility where the faculty is working. Full and part-time faculty will be compensated for this mandatory training via a non-load attributable ESA.
 - iii. Obtaining and maintaining clearance at the prison, jail, or youth detention facility.
 - iv. Completion of 4 hours of initial professional development training before (or concurrent with) their first assignment. Initial training is designed to help faculty understand how to best serve students in the facilities they are assigned. Six (6) hours of additional professional development that spans the first 2 semesters faculty are assigned to the Prison Education Program. Part-time faculty will be compensated for professional development training via a non-load attributable

ESA. Full-time faculty may use the hours to fulfill college service and/or flex obligations.

- v. Compliance with the California Department of Corrections and Rehabilitation (CDCR), background check, and site-specific rules at the site of assignment.
- vi. Wearing their personal alarms while inside of the correctional facility where they are assigned.

3. Preference

- a. Preference is earned in the faculty member's discipline
- b. Earning preference follows the process outlined in 4.10.6 of the LRCFT/LRCCD CBA.
- c. Adjunct faculty members will not lose preference at the college and in the discipline where the service was rendered for accepting an assignment with the Prison Education Program.
- d. Adjunct faculty will not lose preference for refusing an assignment in the Prison Education Program.
- e. If a faculty member is offered but refuses a Prison Education assignment, that offer does not fulfill the preference requirement. The faculty member must still be considered for a non-Prison Education assignment following the preference process outlined in 4.10.6.

4. Compensation

- a. The compensation rate for Prison education orientation/training will be B2/B3 Class II, Step 1.
- b. Full and part-time faculty will be compensated for any mandatory training provided by the prisons.
- c. Full and part-time faculty will be compensated for required professional development training for working in the Los Rios PREP program.
- d. Faculty will be reimbursed for roundtrip travel between their college of assignment and the site of assignment. Faculty must complete the mileage reimbursement paperwork to receive payment.
- e. Full and part-time faculty will receive a non-load attributable stipend at the end of the semester to compensate them for additional time spent entering/exiting a facility twice a week. The stipend for teaching in Folsom's Men's Prison (FMP) will be \$650. All other facilities' stipends will be \$350. For faculty who enter facilities only once a week to teach classes, the stipend amounts will be cut in half (\$325 for FMP and \$175 for all other facilities) The Union and District agree to revisit these amounts in Spring 2022. These stipend amounts will remain in effect unless both parties agree on a different amount.

5. Safety

- a. Faculty will be held harmless should inadequate safety precautions prevent them from carrying out their responsibilities.
 - i. Faculty are required to notify the PREP Dean immediately if safety precautions prevent them from working.

6. Academic Freedom

- a. Because of technological and program material availability, faculty volunteering in the Prison Education Program understand and accept restrictions that may limit their choice of methodology, textbook and course material options, and content in the classroom.

7. Performance Evaluation

- a. Article 8 remains in effect for faculty assigned to the program.
- b. Faculty conducting performance evaluations of faculty assigned to the Prison Education Program:
 - i. Must receive clearance from the facility
 - ii. Must be trained so they clearly understand safety measures and rules of the facility (e.g. how to dress, what is and is not allowed, etc.).
 - iii. Will be compensated for double the hours of a regular on-campus performance evaluation to account for safety measures, time entering and exiting facility, and time for the workstation review.
 - iv. Reviewers will be reimbursed for the roundtrip mileage between their home college and the facility.

- 8. This MOU will sunset effective June 30, 2023 unless both parties indicate in writing a desire to incorporate this agreement into the 2023-2026 collective bargaining agreement.

Signed by:

LRCCD: Jamey Nye, Deputy Chancellor and Chanelle Whittaker, AVCHR

LRCFT: Jason Newman, President and Belinda Lum, Chief Negotiator