

Memorandum of Understanding
By and Between
KERN COMMUNITY COLLEGE DISTRICT
and the
KERN COMMUNITY COLLEGE DISTRICT COMMUNITY COLLEGE
ASSOCIATION/CTA/NEA

The Kern Community College District ("District") and the Kern Community College District Community College Association/CTA/NEA ("CCA") hereby agree to the following Memorandum of Understanding.

This MOU specifically supersedes the April 7, 2017 Memorandum of Understanding on inmate education found on Addendum 5, pp. 134-35, in the 2017-2020 collective bargaining agreement between the District and CCA (see ~~strike-out~~ language in Addendum 5 below). This MOU shall take effect May 1, 2018 and continue through June 30, 2020. Absent mutual agreement between CCA and the District to negotiate changes to the language in this MOU, this MOU shall become a part of Article Eight Faculty Assignment in the 2020-2023 collective bargaining agreement as Section Q. Inmate Education Program (Section Q. follows ~~strikeout~~ language in Addendum 5 MOU below).

Q. Inmate Education Program: KCCD shall strive to become a leader for inmate education in the state through its commitment to faculty and students. As part of this commitment, no KCCD faculty member will be involuntarily assigned to teach or to provide non-instructional services in a prison or correctional facility. CCA and KCCD agree to work together to seek faculty volunteers internally first to teach or to provide non-instructional services for the Inmate Education Program before advertising externally for new faculty hires to teach or to provide non-instructional services for the Inmate Education Program. To encourage faculty to consider volunteering to teach or to provide non-instructional services for prison courses, the following process shall be followed:

1. Internal recruitment and training of KCCD faculty for inmate education courses:

KCCD and CCA will educate KCCD faculty internally about the Inmate Education Program. KCCD will recruit internally first for faculty volunteers to teach or to provide non-instructional services for the program. KCCD shall pay faculty for three types of training and/or orientation:

- a. Initial prison tour/ orientation:** All KCCD faculty members who volunteer to teach or to provide non-instructional services in a prison or correctional facility shall agree to follow the rules, regulations, and conditions of the facility including a prison-mandated clearance check.
 - i. All KCCD faculty who undergo a prison-mandated clearance check and who tour a prison or correctional facility to learn about correctional safety issues, meet with the prison's school instructors and staff, and see where the courses will be held shall be paid \$120 minimum for up to four hours, and \$30 per hour for any additional hours, at the non-contract professional services rate, per Article 11, Appendix D.
 - ii. Faculty who tour a prison or correctional facility will receive mileage reimbursement equal to a distance between the primary College site and prison

facility or between their home address and the prison facility, whichever is less. Mileage must be actually incurred to be reimbursed. District owned vehicles shall be scheduled for use, if available, as an alternative to mileage reimbursement.

iii. KCCD faculty members who complete a clearance check and tour the facility, but who later are not approved by the prison or correctional facility, will receive the mileage reimbursement and \$120 stipend for the prison tour.

b. District training: All KCCD faculty who volunteer to teach or to provide non-instructional services in prison shall be paid a minimum of \$240 for up to eight hours at the non-contract professional services rate, per Article 11, Appendix D, for faculty to receive training on prison health and safety issues from a District-employed trainer prior to a faculty member starting any assignment at the prison or correctional facility. If the trainer is a faculty member, the trainer shall be paid \$240 minimum for up to eight hours to provide this training at the non-contract professional services rate, per Article 11, Appendix D.

c. Prison-mandated training: Faculty shall be paid at the non-contract professional services rate, per Article 11, Appendix D, or \$30 per hour, for any additional training required by the prison.

i. Faculty who receive any additional prison-mandated training will receive mileage reimbursement equal to a distance between the primary College site and prison facility or between their home address and the prison facility, whichever is less. Mileage must be actually incurred to be reimbursed. District owned vehicles shall be scheduled for use, if available, as an alternative to mileage reimbursement.

2. Inmate education course stipend and working conditions: In addition to compensating faculty for part-of load or extra pay, KCCD shall provide an inmate education stipend of \$200 per unit for faculty to teach inmate education courses.

a. The per-unit inmate education stipend shall not be counted as part-of-load for adjunct instructors.

b. All KCCD faculty members who volunteer and are selected to teach or to provide non-instructional services in a prison or correctional facility will receive mileage reimbursement equal to a distance between the primary College site and prison facility or between their home address and the prison facility, whichever is less. Mileage must be actually incurred to be reimbursed. District owned vehicles shall be used, if available, as an alternative to mileage reimbursement.

c. All KCCD faculty members shall teach in or provide non-instructional services in rooms designed for classroom instruction that the prison or correctional facility provides for its own adult school instructors.

d. All required safety and instructional materials for KCCD faculty shall be provided by the college.

e. All KCCD faculty who need to revise instructional materials to adapt a course for instruction within a prison or correctional facility shall complete the district's "Curriculum Development Agreement" form (see District's portal, "Employee Forms" tab) for approval for this compensation prior to revising any course materials. If

approved, faculty will be compensated by reassigned time, load banking, or overload pay, as determined by the faculty member. Compensation shall be one-half (0.5) lecture hour equivalent (LHE) per unit; for example, a 3-unit class would equal 1.5 LHE, per Article 8, Section P.

- 3. Ongoing support of KCCD faculty who volunteer to instruct or provide non-instructional services in prison or correctional facilities:** KCCD shall conduct ongoing assessment of the effectiveness of the Inmate Education Program through the following:
 - a. Listening to faculty feedback.
 - b. Following the faculty evaluation process per Article 6 and Article 7 to ensure that the rigor of the courses is comparable to other college courses despite limitations of technology or other operational issues.
 - c. Assessing support given to faculty, including support for counselors and librarians.
 - d. Training educational administrators and HR managers on inmate education issues and the challenges faculty may face.
 - e. Providing professional development for faculty with inmate education assignments.
 - f. Providing resources for faculty to communicate and share ideas.
 - g. Collaborating with CCA on an annual assessment report.

- 4. External recruitment of KCCD faculty for Inmate Education Program courses with an opt-out process:** If not enough KCCD faculty volunteers can be found internally, positions shall be advertised externally for new faculty hires to teach or to provide non-instructional services for inmate education courses with the provision faculty shall have the option to reconsider the assignment.
 - a. To opt out, faculty would notify faculty chairs and deans of their desire to no longer teach in inmate education by Nov. 1 of their third semester of teaching in the inmate education program. The faculty member shall complete a fourth semester teaching in inmate education after giving notice of their desire to no longer teach inmate education courses.
 - b. No retaliation shall occur against a faculty member who opts out of an inmate assignment after three semesters (this includes faculty scheduling and evaluations).
 - c. Faculty members who do not complete a teaching assignment in a prison for a reason beyond their control shall be reassigned to a regular teaching assignment to ensure a full teaching load.
 - d. The District shall advertise inmate education positions with transparency by stating the position requires teaching in a prison or correctional facility and including a prison orientation video as a part of the advertisement and recruitment process.
 - e. The District shall notify CCA when inmate education positions are advertised or posted online.
 - f. The District shall notify CCA when the District or college expands to an additional prison or correctional facility.
 - g. All KCCD faculty are covered by the terms and conditions of the collective bargaining agreement, including those who teach in the Inmate Education Program. The District and CCA agree that any reduction in force in the Inmate Education Program shall be negotiated per Article 10, Reduction in Force.

Dated: March 9, 2018

FOR THE DISTRICT:



Tonya Dayis
Vice Chancellor, Human Resources
KCCD

FOR CCA:



Tom Greenwood
President and Chief Negotiator
CCA