

Memorandum of Understanding – Prison Program

This Memorandum of Understanding is entered into between the Imperial Community College District (District) and the Imperial Valley College Chapter of the Community College Association/California Teachers Association/National Education Association (Association) and applies only to the **2017-18** Academic Year.

WHEREAS, the District has entered into Memorandums of Understanding with the California Department of Corrections and Rehabilitation (CDCR) to develop and implement a program for offering college classes at Centinela State Prison and Calipatria State Prison which began in Summer 2016 (MOUs attached); and

NOW, THEREFORE, the District and Association agree to the following with respect to the District's implementation of the prison program:

1. Unit members will not be required to accept any assignment at either prison.
2. Classes taught at the prison cannot take away from classes taught at IVC. Full course sections being taught at IVC will not be cancelled in order to staff and offer classes at a prison. The courses taught at the prison must be in addition to the regular sections offered at IVC.
3. Instructional assignments will be taught on an overload basis, and not be part of the unit member's contract load. This assignment will be paid at the current overload rate.
4. Teaching faculty members should hold at least one half hour and no more than one hour of their four required office hours each week at the prison.
5. Non-teaching unit members who volunteer to provide services at either prison will do so as part of their normal contract load and will, under normal circumstances, not be required to be at the prison site for longer than their standard workday.
6. As the procedures at both prisons require the passing through of many check points, handling of keys, and picking up and returning emergency signal devices, as well as the picking up of and returning of the facility's "chit" at a separate location from the classroom, all of which take additional time beyond the normal classroom prep and beyond the normal arrival/departure time for typical teaching duties, the faculty member will be compensated for an amount equal to one half hour of the current overload rate regardless of the actual time taken per day. The unit member shall keep track of this extra time during the semester and submit documentation to the District at the end of each month for an extra duty payment.
7. Prior to beginning their assignments, all unit members who have chosen to provide services at the prisons will be required to participate in training

conducted by the CDCR, and will be compensated by the District at the current overload rate for such training.

8. Unit members who provide services are required to comply with established laws, regulations, and rules governing Centinela and Calipatria State Prisons 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.
9. Evaluations completed or conducted by prison staff of the faculty member are for the use of that specific facility and will not be used for regular District evaluations of the unit member's performance.
10. 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.
11. 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 to the District at the end of each month for an extra duty payment.
12. Unit members who provide services at the prisons other than instructional services, as outlined in the MOU signed by the District and CDCR, and who are required to stay at the prisons for a period of time that would increase their total work day to greater than seven or eight hours (depending on the classification of the unit member), shall be compensated for that extra time at the current overload rate. The unit member shall keep track of any such extra time during the semester and submit the documentation to the District at the end of each month for an extra duty payment.
13. Due to the unique requirements of this program and the voluntary participation in this program by unit members, the normal course assignment procedures, including seniority selection of classes will not apply. If there is more than one unit member within a teaching discipline or counseling area who have qualified to provide services at a prison site, then assignment will be based upon seniority. Full time faculty who qualify to provide services at the prison and wish to do so, will have priority over part time faculty for assignments.

14. Unit members, who are required to travel between Imperial Valley College and either prison to teach class or provide services, will be compensated a flat rate (based on the current IRS rate) of \$21.20 per trip for services rendered at Centinela State Prison and \$31.80 for services rendered Calipatria State Prison. A unit member who travels only between their home and a prison site will not be entitled to compensation for their mileage. The unit member will keep a trip log with dates and mileage, supported by documentation, which will be turned in at the end of each month for mileage compensation.

15. All other provisions of the Association contract not modified herein remain in force and are applicable to the unit member’s assignment at the prison.

This MOU represents a collectively bargained agreement between representatives from the Association and the District, both of whom have the proper authority to enter into a binding agreement subject to ratification by the bargaining unit membership and the Governing Board. This MOU will be attached as an appendix to the parties’ collective bargaining agreement.

Executed this _____ day of _____, 2017, at Imperial, California.

IMPERIAL COMMUNITY COLLEGE DISTRICT

IVC CHAPTER CCA/CTA/NEA

Victor Jaime, Superintendent/President

Mary-Jo Wainwright, President