

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT (“District”), the CUESTA COLLEGE FEDERATION OF TEACHERS, AFT Local 4909 (“Federation”).

TERMS

Background: Pursuant to Senate Bill 1391 (Hancock), the Department of Corrections and Rehabilitation (CDCR) and the California Community Colleges Chancellor’s Office (CCCCO) have entered into an Interagency Agreement for inmate education to expand access to community college courses that lead to degrees or certificates with an emphasis in Career Technical Education (CTE) skills or transfer to a four-year university. As part of the statewide initiative the District began offering courses at California Men’s Colony (“CMC”), a local prison, to inmates in Spring 2016.

The District and the Federation have agreed as follows:

1. Faculty teaching at CMC are required to complete the Academic Senate online training “Teaching Incarcerated Students” (www.asccc.org/content/teaching-incarcerated-students) prior to teaching at the prison. Faculty may use this time as four hours Flex credit or for two hours Flex credit and be compensated for two hours at the 2/3 lab rate. Faculty must notify their Dean of which option they are choosing prior to the training.
2. Faculty teaching at CMC are required to attend a District orientation. Faculty may use this time as Flex credit or to be compensated at the 2/3 lab rate. Faculty must notify their Dean of which option they are choosing prior to the training.
3. Faculty teaching at CMC are required to attend a CMC training (typically 8 hours). Faculty may use this time as Flex credit or be compensated at the 2/3 lab rate. Faculty must notify their Dean of which option they are choosing prior to the training.
4. Faculty assigned to teach at CDCR facilities will be compensated for additional time required to enter and exit secure facilities. Faculty who are scheduled in a manner that requires multiple entry/exit processes in a workday, will be compensated for each entry/exit upon approval by the assigned administrator. Entry/exit will be calculated as 30 minutes total, 15 minutes for entry and 15 minutes for exit in addition to the assigned hours of instruction.
5. In the event of a lockdown the agreement provides the following:
 - a. Faculty are inside the CMC facility during a lockdown will be provided compensation for the duration of the lockdown at the 2/3 lab rate. The District will verify the length of the lock down with appropriate CMC officials.
6. All teaching assignments are voluntary and faculty are not required to teach at CMC.
7. This MOU replaces MOU # 246.


This agreement will begin in the Fall 2018 semester.

The terms of this MOU are non-precedential and do not create any historic practice.

By their signatures below, the signatories certify that they are authorized representative of either the District or the Federation and that any and all actions necessary for the parties to ratify and accept this MOU as a

binding agreement have been completed in the manner required by that party. Upon the affixing of the signatures below, this MOU is entered into without the need for further ratification and acceptance.


ACCEPTED AND AGREED TO:



Debra Stakes, President
CUESTA COLLEGE FEDERATION OF TEACHERS, AFT Local 4909

8-30-18


Date



Jill Stearns, Ph.D.
Superintendent/President
SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT

8-27-18

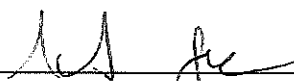
Date



Deborah Wulff, Ed.D.
Assistant Superintendent/Vice President Academic Affairs

8-30-18

Date



Matthew Green, Ph.D.
Director, Workforce Economic Development and Community Programs

11/27/18

Date