

MEMORANDUM OF UNDERSTANDING
Between the SOUTHWESTERN COMMUNITY COLLEGE DISTRICT and
SOUTHWESTERN COLLEGE EDUCATION ASSOCIATION
August 18, 2022

By this revised Memorandum of Understanding (“MOU”), which replaces the MOU dated November 4, 2015, the Southwestern College Education Association (“SCEA”) and the Southwestern Community College District (“District”) agree to the following with respect to the District’s implementation of an instructional program at the Richard J. Donovan Correctional Facility (RJDC), 480 Alta Road, San Diego, CA 92179, commencing on November 4, 2015 and continuing no later than June 30, 2023.

1. Assignments at the RJDC may be staffed by either full-time or part-time faculty members.
2. Faculty members will not be required to accept assignments at the RJDC.
3. Full-time faculty may choose the assignment to be in their contract load or outside of the contract load.
4. Prior to beginning their assignments, faculty members will be required to participate in training, conducted by RJDC, and will be compensated at their lab rate.
5. Faculty members are required to comply with established laws, regulations, and rules governing RJDC including those set forth by the Department of Corrections. This includes fingerprinting, background checks, and limitations regarding the types of materials that can be brought into RJDC.
6. Faculty members will be compensated by the District for their work at RJDC.
7. All other components of the SCEA contract are applicable, including evaluations. Evaluations completed or conducted by facility staff are for the use by that specific facility and will not be used for regular District evaluations.
8. Faculty conducting evaluations of faculty assigned to the RJDC:
 - 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 their check in/check out time as outlined in item 11 of this MOU
 - iv. Evaluators have the choice to opt out of the site visit evaluation at RJDC
 - v. Evaluators can submit an In-Service Leave form to be reimbursed by the district for mileage
9. Part-time faculty assignments under the provisions of this agreement will receive credit for vesting purposes or to maintain vesting.
10. In the unlikely event of a lockdown or other similar situation requiring the faculty member to remain at the prison facility beyond the time period allotted to the class or counseling session, the faculty member will be compensated by the District for the additional time at the lab rate.

11. As the procedures at RJDC 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 and returning of the facility's "chit" at a separate location from the classroom, all of which take additional time beyond the normal prep and beyond the normal arrival/departure time for typical teaching duties/counseling duties, the faculty member will be compensated for an additional 30 minutes (15 minutes in, and 15 minutes out) for each class session/counseling session at the lab rate, regardless of the actual time taken. This does not establish a precedent for instruction at any other institutional setting.

This MOU represents a collectively-bargained agreement between representatives from SCEA and the District, both of whom have the proper authority to enter into a binding agreement.

For SCEA:



Aug 18, 2022

Date

Ken Yanow , Faculty Bargaining Lead

For the District:



Aug 22, 2022

Date

Angela Riggs
Chief Negotiator
Assistant Superintendent/Vice President,
Human Resources









SCEA MOU - Updated RJD MOU - Final 08.18.22

Final Audit Report

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