

**Memorandum of Understanding**  
Redwoods Community College District (District)  
College of the Redwoods Faculty Organization (CRFO)

The District and CRFO recognize that providing educational opportunities to inmates at Pelican Bay State Prison (PBSP) supports the District's mission to provide lifelong learning opportunities in its service area. In order to support the mission and protect the interests and safety of faculty and associate faculty, the District and CRFO agree to the following:

1. Faculty and associate are not required to teach at or to visit PBSP.
  - a. Assignments at PBSP are voluntary: Refusal to accept an assignment at PBSP:
    - i. Shall not be subject to discipline.
    - ii. Shall not negatively affect consideration for tenure; and
    - iii. Shall not be counted against associate faculty seniority.
  - b. Visiting PBSP for the purpose of instructor/course evaluation is voluntary and subject to the same terms established in 1.a above.
    - i. For evaluators who travel from outside the Del Norte County area travel will be compensated in accordance with AP 7400.
2. Faculty and associate faculty shall be compensated at the rate of \$55 per hour, for up to 40 hours of security/safety training.
3. Faculty who accept an assignment at PBSP whose primary instructional location is 50 or more miles from PBSP shall be compensated according to Article 10.6 of the 2022-25 RCCD/CRFO Collective Bargaining Agreement.
4. If no faculty or associate faculty volunteer to accept an available teaching assignment at PBSP and if the District subsequently designates this assignment as "mission critical," then the District may offer to associate faculty as an incentive the following:
  - a. Associate faculty who travel 50 miles or more one-way from their personal residence to teach a course designated by the District as "mission critical" at Pelican Bay State Prison shall be compensated current IRS rate for mileage reimbursement calculated in accordance with IRS regulations and for the standard travel time as determined by Google maps, with \$55 per hour for such travel time.
5. Faculty and associate faculty who have not undergone security training may still visit PBSP as a visitor for the purpose of evaluating an instructor.
6. Faculty and associate faculty shall not be denied a course offering as a result of that course needing to be evaluated in the prison.
7. Faculty and associate faculty shall be compensated \$650 per credit course section taught at PBSP in a semester for additional time required to perform tasks related to PBSP courses, tasks which include but are not limited to gaining entry into PBSP for class meetings, creating optional class "make-up packets, modifying course materials so they comply with PBSP security requirements, performing classroom inventory at the conclusion of class meetings, grading hand-written assignments, etc.
8. Faculty and associate faculty shall be compensated the first time a credit lecture, tier 1 lab, or tier 2 lab course is developed for offering at PBSP. "Developed for offering" means that a faculty or associate faculty member has developed a syllabus; a semester-long schedule of assignments; any exams, assignments, or other assessments as well as

resources such as PowerPoints to be presented in class; video lectures; and any other instructional materials used in instruction, without regard for whether or not the faculty member actually teaches the course.

- a. Faculty will be compensated as follows: the TLU load of the course X 50%. TLUs will be applied to the semester immediately following completion of course development and can be banked according to Article 3.8.
  - b. Associate faculty will be compensated as follows: a one-time stipend equal to the TLU load of the course X 50%. Stipends will be issued at the end of the semester the course development work is completed.
  - c. Faculty and associate faculty who accept remuneration under the terms of 10a or 10b above, agree to give all developed course materials to the District for use by other faculty and associate faculty.
  - d. Faculty and associate faculty who wish to maintain full rights of ownership of course materials are not eligible for compensation per the terms of 10a and 10b.
9. If a regularly scheduled class meeting is cancelled in order to comply with PBSP regulations, then faculty and associate faculty may but are not required to make up the missed class meeting.
10. Requests for payment per the terms of items #9 and #11 of MOU 2019-22-26 must be submitted to the Del Norte Campus Administrative Office Coordinator by April 7, 2023. Requests for payments per the terms of #9 and #11 of MOU 2019-22-26 will not be accepted after April 7, 2023.
11. This agreement takes effect January 1, 2023 and expires June 30, 2025.

For RCCD

Date

  
Keith Flamer (Mar 27, 2023 17:23 PDT)

Mar 27, 2023

Keith Flamer-President/Superintendent

For CRFO

Date

  
Michelle Haggerty (Mar 28, 2023 17:37 PDT)

Mar 28, 2023

Michelle Haggerty-President

  
Alia Dunphy (Mar 27, 2023 17:44 PDT)

Mar 27, 2023

Alia Dunphy-Chief Negotiator

  
John Johnston (Mar 27, 2023 17:37 PDT)

Mar 27, 2023

John Johnston-Chief Negotiator

# PBSP MOU 2022-25-01

Final Audit Report

2023-03-28

Created:	2023-03-28
By:	Amber Atkins (Amber-Atkins@Redwoods.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA46yLjXMkEsjRMNvgifnimMRFO4rumUqo

## "PBSP MOU 2022-25-01" History

- 📄 Document created by Amber Atkins (Amber-Atkins@Redwoods.edu)  
2023-03-28 - 0:21:21 AM GMT- IP address: 207.62.203.2
- ✉️ Document emailed to Keith Flamer (keith-flamer@redwoods.edu) for signature  
2023-03-28 - 0:22:52 AM GMT
- ✉️ Document emailed to Michelle Haggerty (michelle-haggerty@redwoods.edu) for signature  
2023-03-28 - 0:22:52 AM GMT
- ✉️ Document emailed to Alia Dunphy (alia-dunphy@redwoods.edu) for signature  
2023-03-28 - 0:22:53 AM GMT
- ✉️ Document emailed to John Johnston (john-johnston@redwoods.edu) for signature  
2023-03-28 - 0:22:53 AM GMT
- �认 Document viewed by Keith Flamer (keith-flamer@redwoods.edu)  
2023-03-28 - 0:23:14 AM GMT- IP address: 104.47.66.126
- �认 Document e-signed by Keith Flamer (keith-flamer@redwoods.edu)  
Signature Date: 2023-03-28 - 0:23:22 AM GMT - Time Source: server- IP address: 207.62.203.2
- �认 Document viewed by John Johnston (john-johnston@redwoods.edu)  
2023-03-28 - 0:37:19 AM GMT- IP address: 104.47.66.126
- �认 Document e-signed by John Johnston (john-johnston@redwoods.edu)  
Signature Date: 2023-03-28 - 0:37:47 AM GMT - Time Source: server- IP address: 75.111.30.73
- �认 Document viewed by Alia Dunphy (alia-dunphy@redwoods.edu)  
2023-03-28 - 0:44:11 AM GMT- IP address: 104.47.66.126
- �认 Document e-signed by Alia Dunphy (alia-dunphy@redwoods.edu)  
Signature Date: 2023-03-28 - 0:44:50 AM GMT - Time Source: server- IP address: 75.111.5.44

 Email viewed by Michelle Haggerty (michelle-haggerty@redwoods.edu)

2023-03-28 - 5:00:09 PM GMT- IP address: 104.47.55.254

 Document e-signed by Michelle Haggerty (michelle-haggerty@redwoods.edu)

Signature Date: 2023-03-28 - 5:00:27 PM GMT - Time Source: server- IP address: 47.208.154.7

 Agreement completed.

2023-03-28 - 5:00:27 PM GMT

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