

MEMORANDUM OF UNDERSTANDING

Between

THE MONTEREY COUNTY SHERIFF'S OFFICE

and

Hartnell College

For provision of College Courses at Monterey County Jail

Agreement Dated: August 28, 2017

This Memorandum of Understanding (MOU) is made and entered on August 28, 2017, by and between the Monterey County Sheriff's Office (MCSO) and Hartnell Community College District (HCCD) for the provision of educational courses at the Monterey County Jails (MCJ). MCSO and HCCD are collectively referred to herein as the "Parties."

RECITALS

Whereas, Senate Bill No. 1391, Approved by Governor and filed with Secretary of State September 27, 2014, allows California Community Colleges (CCCs) to receive full funding for credit-course instruction offered in correctional institutions and seeks to expand the offering of such courses. This legislation amends Education Code Section 84810.5 and adds new Education Code Section 84810.5 and is in compliance with Penal Code Sections 2053-2054 to provide rehabilitative education services to California inmates;

Whereas, Section 84810.5 waives open course provisions in statute or regulations to allow a community college district to provide classes to inmates of CDCR and MCJ and allows state funding for such courses;

Whereas, Section 84810.7(a) authorizes and directs that CDCR and MCJ and the Office of the Chancellor of the California Community Colleges (CCCCO) shall enter into an interagency agreement to expand access to community college courses that lead to degrees or certificates that result in enhanced workforce skills or transfer to a four-year university. The courses for inmates in a state correctional facility developed as a result of this agreement will serve to supplement, but not duplicate or supplant, any adult education course opportunities offered at that facility by the Office of Correctional Education of the Department of Corrections and Rehabilitation;

Whereas, this program is subject to the oversight by the California Rehabilitation Oversight Board (C-ROB) in accordance to Section 6141 of the Penal Code. CDCR and CCCCCO agrees to operate with and assist the C-ROB as requested.

Whereas CDCR and HCCD desire and agree to establish college courses by HCCD to be offered to inmates of CDCR and MCJ at the respective facility, with each Party to bear their own respective costs thereof.

AGREEMENT

IT IS HEREBY AGREED THAT:

1. Course Offerings and Services to be Provided by HCCD at the MCJ Facility.

HCCD agrees to:

- A. Establish at least one college course as agreed upon with MCSO which will be offered at MCJ each semester. For each course HCCD agrees to:
 - (1) Provide MCSO at least 60 days prior to commencement of each course a list of all materials, tools, and equipment needed for each course. HCCD agrees to design and organize each course offering for presentation at the MCJ Facility to ensure that such courses do not require or provide any non-institution approved tool, software, equipment, or supplies.
 - (2) Submit the name and qualifications of each instructor to MCSO for its approval, at least 60 days in advance of the commencement of the course. MCSO may approve or decline authorization of each nominee to conduct each course in MCSO's sole discretion.
 - (3) Provide a qualified instructor, and substitute instructors as needed. Each instructor, including substitute instructors, shall be subject, for each session of each course, to prior written approval by MCSO which may be granted or declined in MCSO's sole discretion.
 - (4) Assist MCSO in rigorously screening and choosing final inmate participants nominated by for enrollment in each course.
 - (5) Register approved students, keep and maintain attendance and performance records and process applications for scholarships, fee waivers, and financial aid for students as needed or appropriate.
 - (6) Identify, order and deliver textbooks required for each course and bill MCSO.
 - (7) Provide alternative and make-up hours of instruction as needed, and at such time as approved by MCSO, where the established schedule is interrupted due to "Lock Down" or "Modified Program," or other event(s), that prevent(s) the students or instructor from conducting class(es) at the scheduled time(s).
 - (8) Provide appropriate certificates to participating students who satisfactorily complete the course of instruction, for industry standard certifications or Associate of Arts Degree.
 - (9) Provide Extended Opportunity Programs and Services (EOPS) to the extent possible to all eligible students.
- B. Ensure that all instructors (including substitutes) who are appointed to teach at the MCJ facility are fully vetted to ensure that they meet all MCSO requirements for conduct of educational services at the MCJ facility, and that they each receive all necessary training and advice for the performance of instruction to inmates at the MCJ facility.

- C. Perform all educational services provided by in conformance with the SB 1391 STANDARDS AND METRICS which is attached hereto and incorporated herein by this reference.
 - D. Comply with all relevant laws and regulations necessary for the purpose of providing college courses at the MCJ facility.
- 2. Services to be provided by MCSO at the MCJ facility.**
- A. MCSO and the MCJ facility agree to:
 - (1) Provide an adequate classroom facility for course instruction.
 - (2) Provide security for instructors while at the MCJ facility.
 - (3) Select a proposed group of student candidates, and work with HCCD to rigorously screen and choose the final inmate participants for each course.
 - (4) Work together with HCCD in the registration of the inmate students and processing of applications for fee waivers, and financial aid.
 - (5) Work with HCCD to provide make-up sessions missed because the facility or the housing unit is "Locked Down" or on a "Modified Program," to ensure that students receive the required hours of instruction for completion of their course requirements.
 - (6) Comply with all relevant laws and regulations necessary for the purpose of providing college courses at the MCJ facility..
 - (7) Ensure inmate student retention for the duration of the course unless paroled or transferred under extenuating circumstances.
 - B. Ensure HCCD ability to conform to the SB 1391 STANDARDS AND METRICS which is attached hereto and incorporated herein by this reference
 - C. Bear all costs and expenses of the performance of its scope of services under this Agreement.
 - D. Comply with all relevant laws and regulations necessary for the purpose of providing its inmates access to college courses at the MCJ facility..

3. Term of Agreement.

This Agreement shall become effective upon the execution by all parties hereto and shall continue in effect unless terminated by one of the Parties by at least 60 days written notice to the other party. Such notice shall provide for completion of any courses commencing within 30 days of such notice or in progress at the time of the giving of such notice.

4. Indemnification by HCCD

HCCD agrees to defend, indemnify and hold MCSO and the MCJ facility, including all employees of MCSO, free from and against any and all liability, claims, losses, damages, or expenses, including attorneys' fees, arising from obligations of HCCD to pay payroll taxes, provide employee benefits, including insurance, and reimbursement of expenses, or as otherwise required under terms of agreement with each instructor employed by HCCD.

5. Indemnification by MCSO.

MCSO agrees to defend, indemnify and hold HCCD including its officers, officials, employees, agents and volunteers, free from and against any and all liability, claims, losses, damages, or expenses, including attorneys' fees, arising from obligations of MCSO and the MCJ facility under this agreement.

6. Amendment.

Any changes, deletions, or additions to the current Agreement shall first be considered in a meet and confer with approved modifications documented in writing and signed by all parties prior to becoming effective. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

7. No Assignment Without Prior Written Consent.

This Agreement may not be assigned, in whole or part by either party without the express prior written agreement of the other party, which consent may be refused in such party's sole discretion. Any such consent shall not relieve either party from full and direct responsibility for all services performed and obligations incurred by each respective party prior to the effective date of assignment.

8. Notices.

All notices pursuant to this agreement shall be by Express Mail or Express Delivery (2day) services to the Parties at the following addresses:

MCSO: 1414 Natividad Road, Salinas, CA 93906

COLLEGE: 411 Central Avenue, Salinas, CA 93901

9. Remedies of Parties.

- A. In the event of a dispute over the performance or alleged non-performance or breach of this agreement each party agrees to engage in mediation prior to the filing of any action for its enforcement.
- B. All disputes that remain unresolved after reasonable efforts at mediation shall be resolved by submission of the dispute to the Office of Administrative Hearings (OAH) which shall appoint an arbitrator for hearing and determination of the dispute. The rules and regulations of the OAH shall govern.
- C. Venue of all proceedings shall be in Monterey County, California.
- D. Except as determined by final order upon arbitration of a dispute, each party shall bear their own attorney fees and costs incurred in the exercise of the remedies provided by this Agreement.

10. Governing Law.

This Agreement is established and administered in accordance with the legislation SB1391 and all related statutory provisions; this Agreement shall incorporate subsequent legislative changes into its provisions.

11. Authority of Signatories.

The individuals executing this agreement on behalf of each party warrants that he/she is authorized to execute the agreement on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein. The understanding between all parties is that there are no funds obligated under this agreement.

Hartnell Community College District

1 Aug 2017
Date

by 
Dr. Willard Lewallen, Superintendent/President

Monterey County Sheriff's Office

Date

by _____
Stephen Bernal, Sheriff

SB 1391 STANDARDS AND METRICS

STANDARDS AND METRICS TO ASSESS PROGRAM QUALITY FOR COLLEGES PROPOSING EDUCATION PROGRAMS IN CALIFORNIA STATE PRISONS

1. Orientation (Student Success and Support Program (SSSP) Core Service)
 - a. Orientation materials and content should reflect and respond to the unique situation of students in custody. Academic expectations should be made clear.
2. Assessment (SSSP Core Service)
 - a. Consistent and high-quality assessments should be administered to potential students prior to the start of any education program.
 - b. Assessment should determine college readiness as well as accurate placement in appropriate courses.
 - c. An assessment test should comply with HCCDCO requirements, including that the test be validated and approved and should use multiple measures.
 - d. Assessments should be administered to all students, including those who enter the program with prior units from a California Community College, unless a comparable recent assessment is available.
3. Counseling, Advising, and Education Planning (SSSP Core Service)
 - a. Education planning should recognize that the vast majority of these students will be released at some point, and plans should incorporate their continuing education opportunities upon release.
 - b. Education planning should be unique to the student, rather than provided by a generic booklet or text written for all students in custody.
 - c. Counseling, advising and education planning should be in-person or through a real-time interactive method
4. Follow-up for At-Risk Students (SSSP Core Service)
 - a. Additional support should be provided to at-risk students, defined as those students who are enrolled in basic skills courses, have not identified an education goal or course of study, and who are on academic or progress probation or facing dismissal.
5. High-Quality Education
 - a. In-person education delivery or a strong showing of non-feasibility combined with interactive distance education should be required.
 - b. High-quality developmental education should be provided for students who are not college ready.
 - c. Programmatic development of soft skills – such as persistence, resilience, and study skills – should be provided. Examples include cohort model, peer mentors, peer tutors. Soft skills are fostered through in-person interaction with instructors, tutors and counselors, and fellow students; providing students with a text or booklet is not sufficient. This component of a proposed program may require buy-

- in from the Warden and Principal as it may incorporate demands for space, staff and inmate management beyond the classroom time.
- d. Stackable or transferrable academic or career-technical courses should be required, so that students may build upon their education in the future. All courses should build to a degree or credential, and they should be credit-bearing whenever feasible.
 - e. All courses should be of the same quality as those offered to students in the community. All teaching staff should be fully academically qualified.
 - f. Career-technical programs should demonstrate the feasibility of that career for an individual with a prior felony; licensing requirements and other barriers should be addressed.
6. Costs to students (particularly the cost of textbooks) should be acknowledged and addressed. Programs should determine whether Extended Opportunity Programs and Services (EOPS) resources can be utilized for students. College costs or fees not covered by the Board of Governors (BOG) Fee Waiver should be explicit. Students should be assisted in applying for BOG Fee Waivers, EOPS, and any other available financial assistance.
 7. Potential learning disabilities among the students should be recognized, and a plan for addressing those learning challenges should be developed, including determination of whether Disabled Student Program and Services (DSPS) resources may be used for these students.
 8. Teaching staff should demonstrate both an understanding of the security needs of the institution and cultural competence regarding their students. A process should be developed to identify and remove potential teaching staff with a missionary or voyeuristic attitude.
 9. Compliance with all requirements of the Student Success Act should be demonstrated (orientation, assessment, counseling and education planning, assistance with the education plan, follow-up services to evaluate academic progress, referrals to support services insofar as those are available within CDCR, curriculum offering include basic skills).