

MEMORANDUM OF UNDERSTANDING

Between

THE DEPARTMENT OF CORRECTIONS and REHABILITATION

and

<COMMUNITY COLLEGE>

For provision of College Courses at <FACILITY>

Agreement No. DRP-MOU #2, Dated: January 2021

This Memorandum of Understanding (MOU) is made and entered into January 2021, by and between the California Department of Corrections and Rehabilitation (CDCR) and <COLLEGE> (CCC) for the provision of educational courses at <FACILITY> (FAC). For purposes of this MOU CDCR and CCC are collectively referred to herein as the "Parties" and individually as a "Party".

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 amended Education Code Section 84810.5 and added 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 CCC district to provide classes to inmates of CDCR and allows state funding for such courses;

Whereas, on March 9, 2015, CDCR and the Office of the Chancellor of the California Community Colleges (CCCCO) entered into an interagency agreement to expand access to CCC 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 oversight by the California Rehabilitation Oversight Board (C-ROB) in accordance to Section 6141 of the Penal Code.

Whereas CDCR and CCC desire and agree to establish community college courses by CCC to be offered to inmates of CDCR at FAC, with each party to bear their own respective costs thereof.

Whereas the primary goal is to create a program for incarcerated students which reflects the structure of a local CCC. Every effort shall be made to ensure the incarcerated student has the resources necessary to thrive in the program.

AGREEMENT

IT IS HEREBY AGREED THAT:

1. Course Offerings and Services to be Provided by CCC at FAC.

CCC agrees to:

- A. Establish at least one face-to-face CCC course as agreed upon with CDCR which will be offered at FAC each semester. For each course, CCC agrees to:
 - (1) Provide CDCR at least 30 days prior to commencement of each course a list of all materials, tools, and equipment needed for each course. CCC agrees to design and organize each course offering for presentation at FAC to ensure that such courses do not require or provide any non-institution approved tools, software, equipment, or supplies.
 - (2) Complete the required clearance protocols for any faculty or staff needing admission to the institution at least 30 days in advance of the commencement of the course, or on a case by case basis as soon as reasonably possible. CDCR shall process clearance requests as fast as reasonably possible, and may approve or decline requests at CDCR's sole discretion.
 - (3) Provide courses during Third Watch, unless prior approval has been obtained from the Warden and the Superintendent of the Office of Correctional Education. Any Second Watch program offering would need to utilize space not needed for required institutional rehabilitative or educational purposes.
 - (4) Assist CDCR as feasible in CDCR's screening process to identify inmate participants for enrollment in each course. CCC will comply with CDCR policy that limits CCC participation for incarcerated students to those who have obtained their High School Diploma (HSD), High School Equivalency (HSE), or GED.
 - (5) As is done for students on campus, 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) Provide each incarcerated student with course-specific textbooks and supplies as necessary for each course. Whenever possible, CCC instructors shall utilize Open Educational Resources or Zero Cost Textbooks. CCC instructors will come prepared with necessary materials to teach their course; copies and handouts will be created and provided by CCC. CDCR will not be responsible for creating course-specific materials for instructors except on a case-by-case basis as determined by CDCR.
 - (7) As feasible, provide alternative and make-up hours of instruction as needed, and at such time as approved by CDCR, 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 or degrees to participating students who satisfactorily complete the courses of instruction.

- (9) Provide Extended Opportunity Programs and Services (EOPS), to the extent possible to all eligible students.
 - (10) Work with CDCR on a case-by-case basis to document student disabilities and eligibility for DSPS (Disabled Student Programs and Services), and to provide required accommodations as they are provided on campus to the extent possible.
 - (11) Complete CDCR's attendance forms for each face-to-face class and give the forms to CDCR in the manner agreed upon between CCC and FAC.
 - (12) For students who have signed the FERPA waiver or for whom release of information is otherwise authorized, provide to the Principal at that facility and to the CCC contact at OCE a grade report in PDF for participating students who satisfactorily complete the course of instruction at the end of each semester/quarter. The grade report shall include students' name, number of units earned, date the course was completed, the final grade, type of units (semester or quarter), whether course was repeat or not, period covered by that report, and other information if requested by CDCR and if agreed to by CCC.
 - (13) CCC courses will lead towards a degree, or be part of a specific career or degree pathway. ADT's in Communications, Psychology, Sociology, or equivalent, and the Golden Four courses (i.e Oral Communication, Written Communication, Critical thinking and Composition, and Mathematical Concepts and Quantitative reasoning) should be given priority. Additional career and degree pathways are encouraged if space and student enrollment allows and if the additional pathways do not duplicate career technical education courses offered by CDCR.
 - (14) Work with FAC to determine a schedule for sharing course lists sufficiently in advance of the semester so that CDCR can determine if a particular course content and learning objectives are duplicative of a course offered by CDCR. Other than a determination that a particular CCC course is or is not duplicative of a CDCR course offered at the FAC, course and instructor selection shall be solely determined by CCC, consistent with the other obligations set out in this agreement.
- B. Ensure that all instructors (including substitutes) who are appointed to teach at FAC receive all training required by CDCR, FAC and/or CCC before the instructor begins teaching and on an ongoing basis as required by CDCR, FAC and/or CCC, except in extraordinary or unavoidable circumstances.
 - C. Perform all educational services in conformance with the STANDARDS AND METRICS which is attached hereto and incorporated herein by this reference.
 - D. Bear their own costs and expenses to provide the services set out in this Agreement.
 - E. Comply with all relevant laws and regulations necessary for the purpose of providing CCC courses at FAC.

2. Services to be provided by CDCR and FAC.

A. CDCR and FAC agree to:

- (1) Provide an adequate classroom facility for course instruction. Permit CCC instructors to use educational materials in the classroom including white boards, bulletin boards, staplers, books, projectors, and monitors, where available
- (2) Provide security for instructors while at FAC.
- (3) Identify a proposed group of student candidates.
- (4) Work together with CCC in the registration of the incarcerated students and processing of applications for scholarships, fee waivers, and financial aid.
- (5) Ensure that incarcerated students enrolled in a CCC course are able to arrive at the classroom on time for scheduled classes, subject to the needs of safety and security.
- (6) Ensure that CCC instructors who arrive at FAC on time are able to be in the classroom on time for scheduled classes, subject to the needs of safety and security.
- (7) CDCR and FAC shall endeavor to provide CCC with available class days and times at least 90 days prior to the start of the CCC semester, so that CCC can determine contractual instructor assignments. Whenever feasible, changes to classroom availability shall not be made in the 30 days prior to the start of the semester.
- (8) Make students and space available, and work with CCC to provide make-up classes 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.
- (9) Process clearance requests as fast as reasonably possible. To the extent feasible, provide multi-semester security clearances for CCC faculty and staff regularly working at FAC. Alert CCC in a timely manner once clearances are approved or grant access to designated CCC administrator to view clearance approvals and expiration dates.
- (10) Comply with all relevant laws and regulations necessary for the purpose of providing CCC courses at FAC.
- (11) Ensure incarcerated student retention for the duration of the course unless paroled or transferred under extenuating circumstances.
- (12) Notify CCC of students with known disabilities, and provide documentation of the disability to the extent available. Work with CCC to determine reasonable accommodations for the disability. Students with disabilities shall not be denied access to CCC courses on the basis of their disability except in extenuating circumstances, nor shall entire courses be canceled because of a student's disability or accommodations, except in extenuating circumstances.

- (13) Treat students enrolled in face-to-face CCC courses the same as those enrolled in any other CDCR education programs and provide supplies as needed as those supplies would be provided to any other CDCR student. This includes access to e-readers, tablets, or other technology, which should be provided to face-to-face incarcerated CCC students as they are provided to any other CDCR student.
 - (14) Assist the CCC in establishing a student's prior education in high school or other college, including by providing transcripts or other similar education-related documentation available to CDCR through SOMS or otherwise, to the extent feasible.
 - (15) Each facility shall designate a custody point of contact at the manager level who will be responsible to address any custody-related issues. The designated point of contact shall make every effort to ensure incarcerated students have access to classes.
 - (16) Post-Secondary and Continuing Education (PSCE) Teacher/College Coordinators will be assigned to each yard that has face-to-face college. The designated PSCE teacher and/or College Coordinator will be responsible for working with the face-to-face CCC instructors to complete necessary custody and job-related processes so that CCC courses can proceed, consistent with the needs of safety and security.
 - (17) If agreed upon and coordinated with the PSCE teacher or other appropriate FAC staff, incarcerated students enrolled in CCC courses may have access to computers to complete homework assignments and term papers.
 - (18) If CCC class attendance records are requested by CDCR, FAC staff shall ensure that the appropriate forms or sign-in sheets are given to the CCC instructor prior to the class.
 - (19) CDCR shall have the right to review course lists prior to the start of the semester to determine if a particular course content and learning objectives are duplicative of a course offered by CDCR, on a schedule agreed upon by FAC and CCC. Other than a determination that a particular CCC course is or is not duplicative of a CDCR course offered at the FAC, course and instructor selection shall be solely determined by CCC, consistent with the other obligations set out in this agreement.
 - (20) As permitted by safety, security, and availability of classroom space, CDCR will prioritize face-to-face CCC courses over online, distance, or correspondence CCC courses whenever possible. If FAC needs to limit CCC enrollment in a particular semester, it shall reduce students' opportunities to enroll in correspondence, online or distance courses offered by a provider other than the CCC teaching face-to-face in that particular FAC, before reducing opportunities to enroll in face-to-face courses, if space permits.
- B. Ensure CCC ability to conform to the SB 1391 STANDARDS AND METRICS which is attached hereto and incorporated herein by 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 CCC courses at FAC, including the CDCR policy memo dated October 3, 2018, attached hereto and incorporated by reference.

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. This Agreement will be updated and revised as necessary every two years.

4. Indemnification by CCC

CCC agrees to indemnify, defend and save harmless the CDCR, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all CCC's employees, officers, agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CCC in the performance of this Agreement.

5. Indemnification by CDCR.

CDCR agrees to indemnify, defend and save harmless the CCC, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all CDCR's employees, officers, agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CDCR in the performance of this Agreement.

6. Amendment.

Any changes, deletions, or additions to this 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:

CDCR: 1515 S Street, Sacramento, CA 95811

CCC:

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. In the event disputes remain unresolved after reasonable efforts at mediation, each party may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.
- C. Venue of all proceedings shall be in Sacramento County, California.
- D. 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. This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

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.

<COLLEGE>

Date

by _____
Name:
President/Superintendent

CDCR

Date

by _____
Shannon M. Swain
Superintendent
Office of Correctional Education
Division of Rehabilitative Programs
California Department of Corrections and Rehabilitation

Date

by _____
Print Name:
Warden of (FACILITY)

SAMPLE

STANDARDS AND METRICS

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

To align with the California Community Colleges Chancellor's Office Vision for Success, community colleges must provide:

1. Orientation
 - 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
 - a. Community Colleges should comply with AB 705 and use multiple measures for assessment as required.
3. Counseling, Advising, and Education Planning
 - a. Education planning should recognize that the vast majority of these students will be released from incarceration 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 to the maximum extent feasible.
 - d. Community Colleges should identify students in danger of being placed on academic probation and take steps as necessary to support those students.
4. High-Quality Education
 - a. Education delivery should be in-person and face-to-face to the maximum extent feasible.
 - b. 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.
 - c. Stackable or transferrable academic courses should be required, so that students may build upon their education in the future and so that students can continue their education if they are transferred or released. All courses should be credit-

bearing and build to a degree. ADT's in Communications, Psychology, or Sociology or equivalent are preferred.

- d. All courses should be of the same quality as those offered to students in the community. All teaching staff should be fully academically qualified.
5. Costs to students (particularly the cost of textbooks) should be acknowledged and addressed. CCCs should utilize OER or Zero Cost Textbooks whenever feasible. Programs should determine whether Extended Opportunity Programs and Services (EOPS) resources can be utilized for students. CCC costs or fees not covered by the California College Promise Grant should be explicit. Students should be assisted in applying for Grants, EOPS, and any other available financial assistance.
6. CCCs should partner with CDCR to identify and document student learning disabilities. A plan to address officially identified learning challenges should be developed, including determination of whether Disabled Student Program and Services (DSPS) resources may be used for these students.
7. CCCs shall select and train faculty who are best suited to teach in a custodial environment. Training shall include, but is not limited to, the security needs of the institution and cultural competence regarding the students. CCCs shall establish a process to respond promptly to concerns raised by CDCR, students, or others.