

**ADOPTED MINUTES**  
**FOR THE REGULAR MEETING OF THE**  
**IMPERIAL COMMUNITY COLLEGE DISTRICT**  
**BOARD OF TRUSTEES**

**Wednesday, August 17, 2016**

**Location**  
**William J. Thornburg Administration Center, Building 10**  
**380 East Aten Road**  
**Imperial, CA 92251**

**1. INFORMATION TO THE PUBLIC**

**2. CALL TO ORDER**

**Procedural: 2.01 Call to Order**

Board President Hart called the meeting to order at 6:00 p.m.

**Procedural: 2.02 Roll Call by Secretary**

Board Secretary Jaime announced roll call as follows:

Area 1 Louis Wong

Area 2 Karla A. Sigmond

Area 3 Jerry D. Hart

Area 4 Rudy Cardenas, Jr.

Area 6 Romualdo J. Medina

Area 7 Steven M. Taylor

Associated Student Government Representative – Christine Bermudez

Academic Senate Representative – Mary Lofgren (arrived at 6:03 p.m.)

College Council Representative – Yethel Alonso

Absent:

Area 5 Juanita Salas

**Procedural: 2.3 Pledge of Allegiance**

Trustee Taylor led the pledge of allegiance.

**3. CHANGES TO THE AGENDA**

**Procedural: 3.1 Changes to the Agenda Announcement**

Board President Hart announced the changes to the agenda as follows:

Item 16.6, Resolution No. 17006: Part-Time Counseling Employment

Correct Dollar Amount to: \$414,990.00 (not \$372,350.00)

Budget Source There is a fiscal impact to the Categorical Funds of \$384,718.25 (not

\$342,076.25). There is a fiscal impact to District General Funds of \$30,273.75

Change the Maximum Fiscal Impact as follows:

Spears, Wayne from \$37,440.00 to \$56,160.00

Scott, Norma from \$47,840.00 to \$71,760.00

#### **4. PUBLIC COMMENT**

##### **Procedural: 4.1 Instructions to the Public**

PTFA Vice President Michael Capeci spoke on behalf of PTFA President Mike Palacio and welcomed everyone back and thanked VP John Lau and Legal Counsel Frank Oswald for negotiation work.

CSEA President Yethel Alonso welcomed everyone back. She spoke regarding union matters.

CTA President Mary-Jo Wainwright welcomed everyone back and stated she was excited about ten (10) new faculty members. She spoke regarding student enrollment, union and budget matters.

Centinela Principal Dr. Lincoln Johnson stated he was excited to finally finalize the partnership with IVC.

#### **5. PRESENTATIONS**

##### **Presentation, Report: 5.1 Battery Storage Program by Director Rick Webster**

Director Rick Webster spoke and introduced Jeremy Va, the CEO of GreenLight Energy.

Jeremy Va spoke and stated that IVC will generate three (3) megawatts and the groundbreaking will start this fall. He said as part of the solar program, there was an opportunity to put a battery microgrid. He stated that the microgrid leverages against the power system and the battery saves an additional \$600,000 over its lifetime. He stated with the three megawatts, IVC will save about \$10,000,000 over 25 years.

VP Lau stated that IVC has the most aggressive solar program across the state.

Trustee Taylor asked how much space the microgrid battery storage would take up. Jeremy Va stated it is about seventeen (17) acres and stated the battery rolls out in a container that is the size of a modular building.

#### **6. INFORMATION REPORTS**

##### **Report: 6.1 Board Member Reports**

Trustee Taylor reported he attended the fire graduation and was well attended.

Trustee Sigmond welcomed everyone to a new school year.

Trustee Hart reported the following:

- Attended the fire graduation
- Attended the PTFA Welcome Back
- Attended the Staff Welcome Back
- Attended the Foundation Board meeting last night and stated they discussed the golf tournament and he asked for support.

**Report: 6.2 Associated Student Government Update by ASG President Christine Bermudez**

ASG President Christine Bermudez presented a PowerPoint titled, "August Board of Trustees Meeting." She provided an update on the ASG activities.

**Report: 6.3 Academic Senate Update by Academic Senate President Mary Lofgren**

Academic Senate President Mary Lofgren stated the first Academic Senate meeting will be held September 7, 2016, and is looking forward to an exciting two years. She stated college hour, dual enrollment, and student evaluations will be topics on the senate's agenda. She thanked administration for the convocation and training that was provided.

**Report: 6.4 College Council Update by College Council Chair Yethel Alonso**

College Council Chair Yethel Alonso stated their first meeting is scheduled for next Wednesday. She stated she is looking forward to her last year as chair.

**Report: 6.5 Administrative Services Report by Vice President for Administrative Services John Lau**

Vice President for Administrative Services John Lau reported the following:

- Excited about solar project.
- Provided report how Board will be paid.
- No TRANS expected this year.
- Looking forward to the budget workshop and getting a think-tank together on campus and stated financial stability would be discussed.

Trustee Cardenas asked how there was \$10,000,000 left but only showing an 8% reserve. VP Lau stated that some of the monies were earmarked for financial obligations.

**Report: 6.6 President's Update by Superintendent/President Dr. Victor Jaime**

Superintendent/President Dr. Victor Jaime presented a PowerPoint titled, Board of Trustees, President's Report, August 17, 2016. He updated the Board on campus activities.

## **7. DISCUSSION**

**Discussion: 7.1 Budget Workshop Date Discussion**

Vice President John Lau stated there were two dates that were suggested for a Special Board Retreat/Workshop, September 7 or 8, 5:00 to 7:00 p.m.

After some discussion, it was decided the workshop would be held on Wednesday, September 7, 2016 at 5:00 p.m.

## **8. FIRST READING**

**Action: 8.1 Board Policies for Chapter 4 (Academic Affairs)**

Board President Hart stated this was the first reading and that the Board would consider adoption at the next meeting.

**9. APPROVAL OF MINUTES****Action, Minutes: 9.1 Approval of Board Minutes for the Regular Meeting of July 20, 2016**

Motion by Rudy Cardenas, second by Karla Sigmond.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

**10. ADMINISTRATIVE SERVICES****Action: 10.1 Resolution No. 16986: Payroll Warrant**

Motion by Steve Taylor, second by Karla Sigmond.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

**Action: 10.2 Resolution No. 16987: Purchase Orders**

Motion by Romualdo Medina, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

**Discussion:**

Trustee Taylor stated there were a couple of high dollar items and he asked that anything over \$10,000 should have more detailed information.

VP Lau stated that any purchase order over \$10,000 would have backup for the Board.

**Action: 10.3 Resolution No. 16988: Commercial Warrant**

Motion by Steve Taylor, second by Karla Sigmond.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

**Action: 10.4 Resolution No. 16989: Surplus Property**

Motion by Steve Taylor, second by Karla Sigmond.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

**11. ACADEMIC SERVICES****Action: 11.1 Resolution No. 16990: Acceptance of the 2016-2017 Allocation for the Apprenticeship Related & Supplemental Instruction (RSI)**

Motion by Karla Sigmond, second by Steve Taylor.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

**Action: 11.2 Resolution No. 16991: Memorandum of Understanding (MOU) with the Sister Evelyn Mourey Center to Provide Noncredit Classes**

Motion by Karla Sigmond, second by Steve Taylor.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

**Action: 11.3 Resolution No. 16992: Sub-Agreement with Rancho Santiago Community College District Accepting \$50,000 for CTE Data Validation**

Motion by Karla Sigmond, second by Steve Taylor.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

**12. STUDENT SERVICES**

**Action: 12.1 Resolution No. 16993: Agreement with Imperial Community College and ViaTRON - Microfilm Conversion Services**

Motion by Steve Taylor, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

**Action: 12.2 Resolution No. 16994: Agreement with Imperial Community College District and County of Imperial CalWORKs Assessment and Academic Counseling Program**

Motion by Steve Taylor, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

**Action: 12.3 Resolution No. 16995: Memorandum of Understanding (MOU) with Department of Corrections and Rehabilitation, and Centinela State Prison**

Motion by Steve Taylor, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

**Discussion:**

VP Martha Garcia reported on how the plan would be implemented. She thanked faculty and reported how there would be two courses at each prison and each course would be an 8-week course. She stated the courses are in general education and stated two different courses would be offered in the spring. She stated since the program is in the pilot stage, an analysis would determine if the courses would expand for the future. She stated IVC has received some equity funding for books which is the biggest obstacle. She stated she is grateful for the partnership with both prisons and there is a committed relationship to ensure these students are served.

Centinela Principal Lincoln spoke and stated that both prisons are ready to do whatever they can to facilitate and assist inmates and help reduce recidivism.

Board President Hart asked if the same classes would be taught at both prisons.

VP Garcia stated that the classes would be different at each prison and they will swap those classes the following semester. She explained that the requirement for textbooks was no longer on the MOU.

Trustee Medina asked if faculty would be hired.

VP Garcia stated existing faculty would be providing the classes. She stated the classes would provide a revenue of \$15,000 and stated it was closed enrollment for inmates.

**Action: 12.4 Resolution No. 16996: Memorandum of Understanding (MOU) with Department of Corrections and Rehabilitation, and Calipatria State Prison**

Motion by Steve Taylor, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

Discussion:

VP Garcia introduced Calipatria Prison Warden Montgomery, their Chief Deputy Warden, Principal and Assistant Principal.

Board President Hart thanked both prisons for having representation at the Board meeting.

**Action: 12.5 Resolution No. 16997: Agreement with Imperial Community College District and County of Imperial CalWORKs HOPE Workshop**

Motion by Steve Taylor, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

**Action: 12.6 Resolution No. 16998: Designated Signers for Associated Student Government (ASG) and Student Clubs**

Motion by Steve Taylor, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

**Action: 12.7 Resolution No. 16999: Out-of-State Travel for Dean of Student Affairs & Enrollment Services Everardo Martinez-Inzunza and Consultant Rick Macken**

Motion by Steve Taylor, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

### 13. TECHNOLOGY

**Action: 13.1 Resolution No. 17000: ZOHO ManageEngine Contract Renewal**

Motion by Rudy Cardenas, second by Karla Sigmond.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

Discussion:

Trustee Taylor asked if this was a yearly renewal. CTO Enz stated it was a yearly contract.

#### **14. CLOSED SESSION**

**The Board went into closed session at 7:08 p.m.**

Motion by Rudy Cardenas, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

Discussion: 14.2 CONFERENCE WITH LABOR NEGOTIATORS (CSEA)

Discussion: 14.3 CONFERENCE WITH LABOR NEGOTIATORS (CCA/CTA/NEA)

Discussion: 14.4 CONFERENCE WITH LABOR NEGOTIATORS (PTFA)

#### **15. OPEN SESSION**

**The Board reconvened to open session at 7:42 p.m.**

Motion by Rudy Cardenas, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

#### **Discussion: 15.2 ANNOUNCEMENT OF FINAL ACTION DURING CLOSED SESSION**

15.2 Information was received and instructions were given.

15.3 Information was received and instructions were given.

15.4 Information was received and instructions were given.

#### **16. HUMAN RESOURCES**

**Action: 16.1 Resolution No. 17001: Full-Time, Tenure Track Academic Employment**

Motion by Romualdo Medina, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

**Action: 16.2 Resolution No. 17002: Full-Time Temporary, Non Tenure Track Academic Employment**

Motion by Romualdo Medina, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

**Action: 16.3 Resolution No. 17003: Overload Assignments Fall 2016**

Motion by Romualdo Medina, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong  
Absent: Juanita Salas

**Action: 16.4 Resolution No. 17004: Male Minority Collaborative Coordinator Job Description**

Motion by Romualdo Medina, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong  
Absent: Juanita Salas

**Action: 16.5 Resolution No. 17005: Part-Time Instructor Employment Fall 2016**

Motion by Romualdo Medina, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong  
Absent: Juanita Salas

**Action: 16.6 Resolution No. 17006: Part-Time Counseling Employment**

Motion by Romualdo Medina, second by Louis Wong with amendments.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong  
Absent: Juanita Salas

**Action: 16.7 Resolution No. 17007: Part-Time Outreach Counseling Specialist Employment**

Motion by Romualdo Medina, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong  
Absent: Juanita Salas

**Action: 16.8 Resolution No. 17008: Apprentice Tutor Employment**

Motion by Romualdo Medina, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

**Action: 16.9 Resolution No. 17009: Athletic Assignments 2016 - 2017**

Motion by Romualdo Medina, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong  
Absent: Juanita Salas

**Action: 16.10 Resolution No. 17010: Professional Expert Employment**

Motion by Romualdo Medina, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong  
Absent: Juanita Salas

**Action: 16.11 Resolution No. 17011: Classified Substitute/Short-Term Employment**

Motion by Romualdo Medina, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong  
Absent: Juanita Salas



**Action: 16.12 Resolution No. 17012: Leave of Absence**

Motion by Romualdo Medina, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

**Action: 16.13 Resolution No. 17013: Full-Time Temporary, Non-Tenure Non-Teaching Employment**

Motion by Romualdo Medina, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

**Action: 16.14 Resolution No. 17014: Memorandum of Understanding between the District and Imperial County Office of Education regarding Payroll Clerk Services**

Motion by Romualdo Medina, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

**Action: 16.15 Resolution No. 17015: Renewal of Agreement between Imperial Community College District and Liebert Cassidy Whitmore Imperial Valley Employment Relations Consortium**

Motion by Romualdo Medina, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

**Action: 16.16 Resolution No. 17016: Unrepresented Groups Coordination of Benefits Coverage Option**

Motion by Romualdo Medina, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

**Action: 16.17 Resolution No. 17017: Student Employment**

Motion by Romualdo Medina, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

**Action: 16.18 Resolution No. 17018: Volunteer Service Agreements**

Motion by Romualdo Medina, second by Louis Wong.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmond, Steve Taylor, Louis Wong

Absent: Juanita Salas

**17. ADJOURNMENT**

**The Board adjourned at 7:47 p.m.**

Motion by Louis Wong, second by Steve Taylor.

Final Resolution: Motion Carries

Yes: Rudy Cardenas, Jerry Hart, Romualdo Medina, Karla Sigmund, Steve Taylor, Louis Wong

Absent: Juanita Salas

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE DEPARTMENT OF CORRECTIONS and REHABILITATION**

**and**

**IMPERIAL VALLEY COLLEGE**

**For provision of College Courses at CALIPATRIA STATE PRISON**

Agreement No. DRP-MOU#4 Dated: April 11, 2016

This Memorandum of Understanding (MOU) is made and entered on April 11, 2016, by and between the California Department of Corrections and Rehabilitation (CDCR) and Imperial Valley College (IVC) for the provision of educational courses at Calipatria State Prison (CAL). CDCR and IVC 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 allows state funding for such courses;

Whereas, Section 84810.7(a) authorizes and directs that CDCR 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 IVC desire and agree to establish college courses by IVC to be offered to inmates of CDCR at CAL 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 IVC at CAL.

IVC agrees to:

- A. Establish at least one college course as agreed upon with CDCR which will be offered at CAL each semester. For each course IVC agrees to:
  - (1) Provide CDCR at least 90 days prior to commencement of each course a list of all materials, tools, and equipment needed for each course. IVC agrees to design and organize each course offering for presentation at CAL 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 CDCR for its approval, at least 60 days in advance of the commencement of the course. CDCR may approve or decline authorization of each nominee to conduct each course in CDCR'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 CDCR which may be granted or declined in CDCR's sole discretion.
  - (4) Assist CDCR in rigorously screening and choosing final inmate participants nominated by CDCR 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) 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 "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).
  - (7) Provide appropriate certificates to participating students who satisfactorily complete the course of instruction, for industry standard certifications or Associate of Arts Degree.
  - (8) 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 CAL are fully vetted to ensure that they meet all CDCR requirements for conduct of educational services at CAL, and that they each receive all necessary training and advice for the performance of instruction to inmates at CAL.
- 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. Bear all costs and expenses of the performance of its scope of services under this Agreement.
- E. Comply with all relevant laws and regulations necessary for the purpose of providing college courses at CAL.

## **2. Services to be provided by CDCR and CAL.**

- A. CDCR and CAL agree to:
  - (1) Provide an adequate classroom facility for course instruction.
  - (2) Provide security for instructors while at CAL.
  - (3) Select a proposed group of student candidates, and work with IVC to rigorously screen and choose the final inmate participants for each course.
  - (4) Work together with IVC in the registration of the inmate students and processing of applications for scholarships, fee waivers, and financial aid.
  - (5) Work with IVC 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 CAL.
  - (7) Ensure inmate student retention for the duration of the course unless paroled or transferred under extenuating circumstances.
- B. Ensure IVC 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 CAL.

## **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 IVC**

IVC agrees to defend, indemnify and hold CDCR and CAL, including all employees of CDCR, free from and against any and all liability, claims, losses, damages, or expenses, including attorneys' fees, arising from obligations of IVC 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 IVC.

**5. Indemnification by CDCR.**

CDCR agrees to defend, indemnify and hold IVC 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 CDCR and CAL under 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: Jenny Nguyen, Associate Governmental Program Analyst, CDCR Office of Correctional Education, 1515 S Street, Suite 400-S, Sacramento, CA 95811

COLLEGE: Martha Garcia, Vice President of Student Services Department, Imperial Valley College, 380 E. Aten Rd, Imperial, CA 92251

**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 Sacramento 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.**

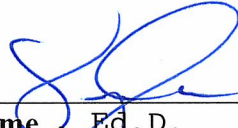
This Agreement is established and administered in accordance with the legislation SB1391 and all related statutory provisions; this Agreement shall incorporate subsequent legislative changes into its provisions.

**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.


Imperial Valley College

8/22/16  
Date

by   
\_\_\_\_\_  
**Victor Jaime**, Ed. D.  
Superintendent/President  
380 E. Aten Rd.  
Imperial, CA92251

CDCR

8/22/16  
Date

by   
\_\_\_\_\_  
**Brant Choate**  
Superintendent  
Office of Correctional Education  
Division of Rehabilitative Programs  
California Department of Corrections and Rehabilitation

## **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 CCCCCO 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).

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE DEPARTMENT OF CORRECTIONS and REHABILITATION**

**and**

**IMPERIAL VALLEY COLLEGE**

**For provision of College Courses at CENTINELA STATE PRISON**

Agreement No. DRP-MOU#8 Dated: April 11, 2016

This Memorandum of Understanding (MOU) is made and entered on April 11, 2016, by and between the California Department of Corrections and Rehabilitation (CDCR) and Imperial Valley College (IVC) for the provision of educational courses at Centinela State Prison (CEN). CDCR and IVC 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 allows state funding for such courses;

Whereas, Section 84810.7(a) authorizes and directs that CDCR 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 IVC desire and agree to establish college courses by IVC to be offered to inmates of CDCR at CEN, 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 IVC at CEN.**

IVC agrees to:

- A. Establish at least one college course as agreed upon with CDCR which will be offered at CEN each semester. For each course IVC agrees to:
  - (1) Provide CDCR at least 90 days prior to commencement of each course a list of all materials, tools, and equipment needed for each course. IVC agrees to design and organize each course offering for presentation at CEN 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 CDCR for its approval, at least 60 days in advance of the commencement of the course. CDCR may approve or decline authorization of each nominee to conduct each course in CDCR'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 CDCR which may be granted or declined in CDCR's sole discretion.
  - (4) Assist CDCR in rigorously screening and choosing final inmate participants nominated by CDCR 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) 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 "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).
  - (7) Provide appropriate certificates to participating students who satisfactorily complete the course of instruction, for industry standard certifications or Associate of Arts Degree.
  - (8) 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 CEN are fully vetted to ensure that they meet all CDCR requirements for conduct of educational services at CEN, and that they each receive all necessary training and advice for the performance of instruction to inmates at CEN.
- 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. Bear all costs and expenses of the performance of its scope of services under this Agreement.
- E. Comply with all relevant laws and regulations necessary for the purpose of providing college courses at CEN.

## **2. Services to be provided by CDCR and CEN.**

- A. CDCR and CEN agree to:
  - (1) Provide an adequate classroom facility for course instruction.
  - (2) Provide security for instructors while at CEN.
  - (3) Select a proposed group of student candidates, and work with IVC to rigorously screen and choose the final inmate participants for each course.
  - (4) Work together with IVC in the registration of the inmate students and processing of applications for scholarships, fee waivers, and financial aid.
  - (5) Work with IVC 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 CEN.
  - (7) Ensure inmate student retention for the duration of the course unless paroled or transferred under extenuating circumstances.
- B. Ensure IVC 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 CEN.

## **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 IVC**

IVC agrees to defend, indemnify and hold CDCR and CEN, including all employees of CDCR, free from and against any and all liability, claims, losses, damages, or expenses, including attorneys' fees, arising from obligations of IVC 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 IVC.

**5. Indemnification by CDCR.**

CDCR agrees to defend, indemnify and hold IVC 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 CDCR and CEN under 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: Attn: Jenny Nguyen, Associate Governmental Program Analyst, CDCR - Office of Correctional Education, 1515 S. Street, Suite 400-S, Sacramento, CA 95811

COLLEGE: Attn: Martha Garcia, Vice President of Student Services Department, Imperial Valley College, 380 E. Aten Rd, Imperial, CA 92251

**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 Sacramento 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.

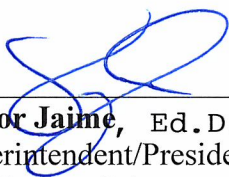
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**11. Authority of Signatories.**

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.


Imperial Valley College

8/22/16  
Date

by   
**Victor Jaime, Ed.D.**  
Superintendent/President  
380 E. Aten Rd.  
Imperial, CA 92251

CDCR

8/25/16  
Date

by   
**Brant Choate**  
Superintendent  
Office of Correctional Education  
Division of Rehabilitative Programs  
California Department of Corrections and Rehabilitation

## **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 CCCCCO 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.
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  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).