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**Subject:** MOU's for Prison College Program  
**Date:** Monday, March 30, 2015 3:04:11 PM  
**Attachments:** [MOU\\_Calipatria\\_Fall2015.docx](#)  
[MOU\\_Centinela\\_Fall2015.docx](#)

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## To the Wardens and Principals of Calipatria and Centinela State Prisons,

IVC is pleased to submit the attached proposed MOU's for our partnership to bring on-site college courses to your facilities. The attached documents have been reviewed by our attorney and are ready for your review and approval. As we have discussed, we plan to provide the following college programming at your facilities during the pilot 2015-16 academic year as follows:

- **Calipatria State Prison:**
  - One college course on A Yard and D Yard per semester
  - Mondays from 4:30pm-7:40pm
- **Centinela State Prison:**
  - One college course on B Yard and D Yard per semester
  - Wednesdays from 4:30pm-7:40pm

The courses being offered during the 2015-16 AY are as follows:

- **POLS 102 - American Government & Politics** (3 units). Instructor Gaylla Finnell
- **HIST 120 - United States History to 1877** (3 units). Instructor Lisa Solomon.

We are in the process of identifying ebooks for the courses and will notify you of our selections as soon as possible. It is our understanding that both prisons will have electronic notebooks available for the inmates which will have their textbooks uploaded for the courses.

We look forward to partnering with you in support of inmate postsecondary education. In addition, we look forward to attending the Prison University Project training and tour at San Quentin State Prison on April 11th.

Let me know if you have any questions. As soon as we get an approval of the MOU's, we will go forward with placing them on the agenda for the IVC Board of Trustees' consideration and approval.

Thank you for joining us in this effort to provide postsecondary educational access to the the adults incarcerated at your facilities -- in furtherance of education and rehabilitation for safer communities and the reduction in recidivism.

Respectfully,

Gaylla A. Finnell

Imperial Valley College ☺ Distance Education Coordinator

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**THE DEPARTMENT OF CORRECTIONS and REHABILITATION  
CALIPATRIA STATE PRISON  
and  
IMPERIAL VALLEY COLLEGE**

Agreement No. \_\_\_\_\_

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made by and between **CALIPATRIA STATE PRISON** (CAL), and **IMPERIAL VALLEY COLLEGE** (IVC). CAL and IVC will be collectively referred to herein as the "Parties."

## **I. PURPOSE AND SCOPE**

The purpose and scope of this MOU is to establish collaboration between the Parties which will allow inmates housed at CAL to participate in college courses offered through IVC and taught on-site at CAL.

## **II. IVC SHALL:**

- Provide instruction for two on-site college courses at CAL per semester.
- In coordination with CAL, be responsible for ensuring that visiting IVC staff members and faculty have been cleared and approved for on-site activities at CAL.
- Provide appropriate certificates to participating students who satisfactorily complete the course of instruction.
- Upon receiving student candidates proposed by CAL, assist CAL in rigorously screening and choosing final inmate participants for each course.
- Work together with CAL in the registration of inmate students and processing of applications for scholarships, fee waivers, and financial aid.
- Ensure that courses selected do not require or provide any non-institution approved tool, software, equipment, or supplies.
- In the event that the facility or the housing unit is "Locked Down" or on a "Modified Program," work together with CAL to ensure that students receive the required hours of instruction for completion of their course requirements.
- Comply with all relevant laws and regulations necessary for the purpose of providing college courses at CAL.

## **III. CAL SHALL:**

- Provide an adequate classroom facility for course instruction.
- Provide security for each classroom facility.

- Select a proposed group of student candidates, and work with IVC to rigorously screen and choose the final inmate participants for each course.
- Work together with IVC in the registration of the inmate students and processing of applications for scholarships, fee waivers, and financial aid.
- Assign appropriate inmate clerical and tutorial support to each classroom.
- Pay student fees for each inmate student, and provide each inmate student with the textbooks and supplies required for each course.
- In the event that the facility or the housing unit is “Locked Down” or on a “Modified Program,” work with IVC to ensure that students receive the required hours of instruction for completion of their course requirements.
- Comply with all relevant laws and regulations necessary for the purpose of providing college courses at CAL.

**IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

1. This MOU shall become effective upon the execution by all parties hereto and shall continue in effect unless terminated by one of the Parties under the terms of this Agreement.
2. Indemnification
  - a. To the fullest extent permitted by law, IVC shall hold harmless, defend at its own expense, and indemnify CAL and its officers, officials, employees, agents and volunteers from and against any and all liability, claims, losses, damages, or expenses, including attorneys’ fees, arising from all acts or omissions of IVC or its officers, agents, or employees in rendering services under this MOU; excluding, however, such liability, claims, losses, damages, or expenses which were caused by the negligence or willful misconduct of CAL.
  - b. To the fullest extent permitted by law, CAL shall hold harmless, defend at its own expense, and indemnify IVC, and its officers, officials, employees, agents and volunteers from and against any and all liability, claims, losses, damages, or expenses, including attorneys’ fees, arising from all acts or omissions of CAL or its officers, agents, or employees in rendering services under this MOU; excluding, however, such liability, claims, losses, damages, or expenses which were caused by the negligence or willful misconduct of IVC.
3. Written notice shall be provided to the other party no less than thirty (30) days prior to the proposed date of termination. Any changes, deletions, or additions to the MOU 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.
4. Any attempt by CAL to assign, subcontract, or transfer all or part of this MOU shall be void and unenforceable without prior written consent by IVC, which consent shall not be unreasonably withheld. Any such consent shall not relieve IVC from full and direct responsibility for all services performed prior to the date of assigning or transferring this MOU.

5. This MOU does not include the reimbursement of funds between the Parties. Inmate students are required to register for the classes through IVC and pay the required enrollment and student fees. If the students cannot pay the fees they may be eligible to apply for fee waivers and financial aid.

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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
DR. VICTOR JAIME, Superintendent/President  
Imperial Valley College  
380 E. Aten Road  
Imperial, CA 92251

\_\_\_\_\_  
Date

\_\_\_\_\_  
W.L. MONTGOMERY, Warden  
Calipatria State Prison  
7018 Blair Road  
Calipatria, CA 92233

\_\_\_\_\_  
Date

\_\_\_\_\_  
Institution Contract Section  
California Department of Corrections & Rehabilitation  
1515 S Street, Room 415-S  
P.O. Box 942883  
Sacramento, CA 94283-0001

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**THE DEPARTMENT OF CORRECTIONS and REHABILITATION  
CENTINELA STATE PRISON  
and  
IMPERIAL VALLEY COLLEGE**

Agreement No. \_\_\_\_\_

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made by and between **CENTINELA STATE PRISON** (CEN), and **IMPERIAL VALLEY COLLEGE** (IVC). CEN and IVC will be collectively referred to herein as the "Parties."

## **I. PURPOSE AND SCOPE**

The purpose and scope of this MOU is to establish collaboration between the Parties which will allow inmates housed at CEN to participate in college courses offered through IVC and taught on-site at CEN.

## **II. IVC SHALL:**

- Provide instruction for two on-site college courses at CEN per semester.
- In coordination with CEN, be responsible for ensuring that visiting IVC staff members and faculty have been cleared and approved for on-site activities at CEN.
- Provide appropriate certificates to participating students who satisfactorily complete the course of instruction.
- Upon receiving student candidates proposed by CEN, assist CEN in rigorously screening and choosing final inmate participants for each course.
- Work together with CEN in the registration of inmate students and processing of applications for scholarships, fee waivers, and financial aid.
- Ensure that courses selected do not require or provide any non-institution approved tool, software, equipment, or supplies.
- In the event that the facility or the housing unit is "Locked Down" or on a "Modified Program," work together with CEN to ensure that students receive the required hours of instruction for completion of their course requirements.
- Comply with all relevant laws and regulations necessary for the purpose of providing college courses at CEN.

## **III. CEN SHALL:**

- Provide an adequate classroom facility for course instruction.
- Provide security for each classroom facility.

- Select a proposed group of student candidates, and work with IVC to rigorously screen and choose the final inmate participants for each course.
- Work together with IVC in the registration of the inmate students and processing of applications for scholarships, fee waivers, and financial aid.
- Assign appropriate inmate clerical and tutorial support to each classroom.
- Pay student fees for each inmate student, and provide each inmate student with the textbooks and supplies required for each course.
- In the event that the facility or the housing unit is “Locked Down” or on a “Modified Program,” work with IVC to ensure that students receive the required hours of instruction for completion of their course requirements.
- Comply with all relevant laws and regulations necessary for the purpose of providing college courses at CEN.

**IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

1. This MOU shall become effective upon the execution by all parties hereto and shall continue in effect unless terminated by one of the Parties under the terms of this Agreement.
2. Indemnification
  - a. To the fullest extent permitted by law, IVC shall hold harmless, defend at its own expense, and indemnify CEN and its officers, officials, employees, agents and volunteers from and against any and all liability, claims, losses, damages, or expenses, including attorneys’ fees, arising from all acts or omissions of IVC or its officers, agents, or employees in rendering services under this MOU; excluding, however, such liability, claims, losses, damages, or expenses which were caused by the negligence or willful misconduct of CEN.
  - b. To the fullest extent permitted by law, CEN shall hold harmless, defend at its own expense, and indemnify IVC, and its officers, officials, employees, agents and volunteers from and against any and all liability, claims, losses, damages, or expenses, including attorneys’ fees, arising from all acts or omissions of CEN or its officers, agents, or employees in rendering services under this MOU; excluding, however, such liability, claims, losses, damages, or expenses which were caused by the negligence or willful misconduct of IVC.
3. Written notice shall be provided to the other party no less than thirty (30) days prior to the proposed date of termination. Any changes, deletions, or additions to the MOU 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.
4. Any attempt by CEN to assign, subcontract, or transfer all or part of this MOU shall be void and unenforceable without prior written consent by IVC, which consent shall not be unreasonably withheld. Any such consent shall not relieve IVC from full and direct responsibility for all services performed prior to the date of assigning or transferring this MOU.

5. This MOU does not include the reimbursement of funds between the Parties. Inmate students are required to register for the classes through IVC and pay the required enrollment and student fees. If the students cannot pay the fees they may be eligible to apply for fee waivers and financial aid.

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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
DR. VICTOR JAIME, Superintendent/President  
Imperial Valley College  
380 E. Aten Road  
Imperial, CA 92251

\_\_\_\_\_  
Date

\_\_\_\_\_  
Raymond Madden, Warden (A)  
Centinela State Prison  
2302 Brown Road  
P.O. Box 731  
Imperial, CA 92251

\_\_\_\_\_  
Date

\_\_\_\_\_  
Institution Contract Section  
California Department of Corrections & Rehabilitation  
1515 S Street, Room 415-S  
P.O. Box 942883  
Sacramento, CA 94283-0001