

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE IMPERIAL COUNTY SHERIFF'S OFFICE, THE
IMPERIAL COUNTY PROBATION DEPARTMENT
& DAY REPORTING CENTER, AND IMPERIAL VALLEY COLLEGE**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made on this ____ day of _____, 2014, by and between the **IMPERIAL COUNTY SHERIFF'S OFFICE** (hereinafter referred to as "ICSO"), **IMPERIAL COUNTY PROBATION DEPARTMENT & DAY REPORTING CENTER** (hereinafter referred to as "PROBATION"), and **IMPERIAL VALLEY COLLEGE** (hereinafter referred to as "IVC"), (collectively referred to as "Parties").

I. PURPOSE AND SCOPE

The purpose of this MOU is to establish collaboration between the Parties in furtherance of the Inside Out College Program to be offered by IVC to incarcerated persons and outside persons at the ICSO's Day Reporting Center.

II. IVC SHALL:

1. Except for those items designated to be provided by ICSO and PROBATION, IVC shall provide fifteen (15) students with the Inside Out College Program Outlined in the brochure titled "Inside Out College Program" (hereinafter "Program") which is attached hereto as **Exhibit A**.
2. Provide for classroom instruction at ICSO's Day Reporting Center.
3. Ensure its instructor(s) submit and pass an internal background check provided by ICSO.
4. Provide certificates of completion for the Program to participating students.
5. Comply with all relevant laws and regulations necessary for the purpose of providing this course at ICSO's Day Reporting Center.
6. Work together with ICSO and PROBATION to provide the ICSO's inmate population access to scholarships and fee waivers in order to enable them to participate in the Program.

III. ICSO SHALL:

1. Provide an adequate classroom facility for Program instruction located at its Day Reporting Center.

2. Provide security for classroom facility at ICSO's Day Reporting Center.
3. Carefully screen out and choose fifteen (15) low level offenders to participate in the Program.
4. Work together with IVC to provide inmates with access to scholarships and fee waivers in order to enable them to participate in the Program.
5. Comply with all relevant laws and regulations necessary for the purpose of providing this course at ICSO's Day Reporting Center.

IV. PROBATION SHALL:

1. Work together with IVC and ICSO to provide inmates with access to scholarships and fee waivers in order to enable them to participate in the Program.
2. Comply with all relevant laws and regulations necessary for the purpose of providing this course at ICSO's Day Reporting Center.

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

1. This MOU shall be in effect from the first date written above 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 ICSO and PROBATION, the County of Imperial, 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 was caused by the sole negligence or willful misconduct of the ICSO.
 - b. To the fullest extent permitted by law, the County of Imperial 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 the County of Imperial, ICSO, or PROBATION, or their officers, agents, or employees in rendering services under this MOU; excluding, however, such liability, claims, losses, damages, or expenses which was caused by the sole negligence or willful misconduct of IVC.

3. Insurance. IVC hereby agrees at their own cost and expense to separately procure and maintain during the entire term of this MOU, and any extended term thereof, commercial general liability insurance (bodily injury and property damage), employer's liability insurance, commercial automobile liability insurance (bodily injury and property damage) and professional liability insurance in a sum acceptable to the County of Imperial, "COUNTY", and adequate to cover potential liabilities arising in connection with the performance of this MOU and in any event not less than the minimum limit set forth as follows:

<u>Insurance</u>	<u>Minimum Limit</u>
Errors & Omissions Coverage	\$1,000,000
Worker's Compensation, Coverage A	Statutory
Employers Liability, Coverage B	\$1,000,000
Commercial General Liability (Including Contractual Liability):	
Bodily Injury	\$1,000,000 per occurrence \$2,000,000 aggregate
Property Damage	\$1,000,000 per occurrence \$2,000,000 aggregate
Commercial Automobile Liability (owned, hired & non-owned vehicles)	
Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence

4. Special Insurance Requirements. All insurance required under paragraph 3 shall:
- a. Be procured from an insurer authorized to do business in California.
 - b. Be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be in excess of IVC's insurance coverage and shall not contribute to it.
 - c. Name COUNTY as an additional insured on all policies, except Workers' Compensation and Professional Liability and provides that COUNTY may recover for any loss suffered by COUNTY by reason of IVC's negligence.
 - d. State that it is primary insurance and regards COUNTY as an additional insured and contains a cross-liability or severability of interest clause.

- e. Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to COUNTY. However, IVC may not terminate such coverage until it provides COUNTY with proof that equal or better insurance has been secured and is in place. Cancellation or change without the prior written consent of COUNTY shall, at the option of COUNTY, be grounds for termination of this MOU.

5. Additional Insurance Requirements.

- a. Complete copies of certificates of insurance for all required coverage's including additional insured endorsements shall be attached hereto and incorporated herein.
- b. COUNTY is to be notified immediately of all insurance claims. COUNTY is also to be notified if any aggregate insurance limit is exceeded.
- c. The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:
 - Includes contractual liability;
 - Does not contain any exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU Hazards;"
 - Does not contain a "pro rata" provision which looks to limit the insurer's liability to the total proportion that its policy limits bear to the total coverage available to the insured; and
 - Does not contain an "excess only" clause which require the exhaustion of other insurance prior to providing coverage.
- d. Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance policy required by this MOU, IVC shall, if requested by COUNTY, cause to be given to COUNTY satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.
- e. Additional Insurance. Nothing in this, or any other provision of this MOU, shall be construed to preclude IVC from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this MOU.

6. Termination. Either party may terminate this agreement upon thirty (30) days advance notice.

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VI. FUNDING

This MOU does not include the reimbursement of funds between the Parties. Students of the Program 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.

Executed in Imperial County, California on the date first written above.

COUNTY:

PARTNER AGENCIES:

IMPERIAL COUNTY SHERIFF

IMPERIAL VALLEY COLLEGE

By: _____

By:  _____

IMPERIAL COUNTY PROBATION

By: _____

The Inside/Out College Program is designed to provide higher educational opportunities for "inside" (incarcerated) and "outside" (campus) students which explore critical sociological issues through individual and group activities, assignments, and projects. The program is modeled after The Inside-Out Prison Exchange Program developed and designed by Lori Pompa of Temple University in 1997 to bring college students and incarcerated individual together as peers in a classroom setting that emphasizes dialogue and critical thinking.

The Inside-Out model is designed to counter predominant stereotypes and myths held about jails/prisons and inmates through personal engagement. Participants are encouraged to see crime and justice issues from new perspectives that otherwise might not be considered. Students (free and incarcerated) are assisted in seeing themselves as potential agents of social change and encouraged to build new ideas about public service and meaningful citizenship.

The Inside-Out National Instructor Training Institute, with the assistance of the Philadelphia Prison System, Temple University, and the Soros Foundation, has trained over 300 instructors from 150 colleges/universities in 37 states, two Canadian provinces and Australia. As a result, Inside-Out has been able to bring over 10,000 "inside" and "outside" students together in classrooms behind prison walls in order to consider the issues of crime and justice in a real-world setting.

Exhibit A

For More Information Contact:

Gaylla A. Finnell
Program Coordinator

Imperial Valley College
380 E. Aten Road
Imperial, CA 92251

760-355-6511

gaylla.finnell@imperial.edu

Program Modeled After:
The Inside-Out Prison Exchange Program
www.insideoutcenter.org

inside +no

COLLEGE PROGRAM

*A Pilot Community College
Program Offered through the
Cooperative Efforts of:*

IMPERIAL VALLEY
COLLEGE

IMPERIAL COUNTY
SHERIFF'S OFFICE

IMPERIAL COUNTY
PROBATION DEPARTMENT

**BREAKING DOWN
THE WALLS
THAT SEPARATE US...
THROUGH
TRANSFORMATIONAL
LEARNING**



IVC Pilot Program

During academic year 2014-15, IVC will offer two courses from their Alcohol & Drug Studies program for Inside/Out students. The classes will be held at the Imperial County Day Reporting Center (former CYA facility), as follows:

Fall 2014: ADS 178 – Life Skills (1 unit). This course provides an in-depth overview of the skills to better living for those in recovery from abuse and addiction. *(The class will meet for six weeks, from October 30 through December 11, 2014, on Thursdays from 2pm-4:40pm.)*

Spring 2015: ADS 101 – Alcoholism: Intervention, Treatment, and Recovery (3 units). This course serves as an introduction to assessment and treatment approaches to alcoholism and drug abuse. Alcoholism will be studied in its social and clinical context. Attention will be given to the basic theoretical approaches to the disease. This course will examine the various components of intervention, treatment, recovery, and resources. *(This class will meet for 16 weeks, schedule TBD.)*

If the Inside/Out Program extends beyond the pilot year, a pathway for completion of an Associate Degree will be offered.

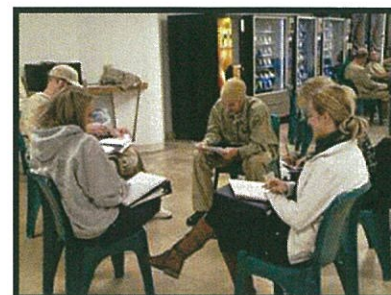


Program Requirements

Courses are limited to 30 students, 15 "Inside" students and 15 "Outside" students. Students are required to register for the classes through IVC and pay the required enrollment and student fees. Inside students are eligible to apply for a California BOG Fee Waiver. In addition, Inside students are eligible to apply for financial aid through the Federal Pell Grant program, which may provide financial assistance for enrollment fees and textbooks. Inside students will receive assistance in processing registration and financial aid applications at the Imperial County Day Reporting Center.

Inside students will be selected for participation based upon eligibility requirements established by the Imperial County Sheriff's Office. Outside students will be selected in accordance with the IVC open-enrollment policy. All students, inside and out, will be required to attend an orientation regarding the program rules of conduct during the first week of class. Strict adherence to the rules of conduct will be required of all students.

Inside and outside students will use first names only during class. No out-of-class contact will be allowed between inside and outside students.



Facilitator Training

In order to learn how to best facilitate Inside/Out programming, representatives from IVC and ICSSO will attend the Inside-Out National Instructor Training Institute during the summer of 2014. The available one-week institutes are:

- May 18-24 in Michigan (*preferred*)
- June 16-22 in Oregon
- June 30-July 6 in Philadelphia
- July 28-August 3 in Philadelphia

Cost - \$3,000/person

- Application Fee (\$75)
- Tuition, food, and materials (\$1,600)
- Lodging (\$525)
- Travel (\$700)
- Extra Meals (\$100)

The application and non-refundable \$75 fee is due by March 14, 2014. Payment of remaining fees is due by April 25, 2014.

Attendees will be trained in the experiential learning methods developed by the Inside-Out Prison Exchange Program.

To learn more about the Inside-Out Prison Exchange Program, go to:
http://www.youtube.com/watch?v=UxrtSfZ_Mds.