

MEMORANDUM OF UNDERSTANDING
BETWEEN
SHERIFF'S OFFICE
AND
SAN MATEO ADULT & CAREER EDUCATION

THIS MEMORANDUM OF UNDERSTANDING, entered into this 1st day of November, 2021, by and between The Sheriff's Office hereinafter called SO and the San Mateo Union High School District, San Mateo Adult & Career Education Program hereinafter called SMACE.

I. Purpose

SO and SMACE have partnered to bring English as a Second Language (ESL) education to eligible inmates. The two entities will partner to provide a pilot program ESL curriculum for inmates and work on developing the English speaking, reading, and writing skills that support successful reentry into our communities.

II. Term

The term of this Memorandum of Understanding (MOU) will be upon execution through June 30, 2022.

III. Responsibilities of Sheriff's Office

- A. SO will provide classroom space to allow inmates to attend ESL classes on site.
- B. SO will provide classrooms that are equipped with computers, projector, tables, and chairs.
- C. SO will maintain virtual program delivery during periods when, due to COVID-19, in-person instruction is not possible, per Assistant Sheriff's directives.
- D. SO will provide a coordinator to assist with classroom reservation scheduling.
- E. SO Coordinator or designee will provide SMACE with a list of inmates that have been screened and approved by Classification that are appropriate to complete in-custody programming. The recruitment and clearance process time can vary depending on clearance volume, but generally takes 7-10 business days for a cleared roster.
- F. SO will be the authority in determining which inmates are eligible for programming.
- G. SO will provide a list of inmates signed up for workshops two business days prior to the start of the workshop.
- H. SO will provide a point of contact to report any behavior issues with inmates. SO will address all behavior concerns that do not lead to a conducive learning environment.
- I. SO will coordinate with SMACE in the development of satisfaction survey of services offered in custody.
- J. SO will maintain transcripts of all programming the inmate has participated in while in custody. The tracking of in-custody ESL classes is separate from any required reporting for SMACE.
- K. SO will coordinate and conduct the jail clearance process for SMACE staff and notify SMACE of all staff who have received jail clearance to work in custody.

IV. Responsibilities of SMACE

- A. SMACE will provide a teacher who has a California Teaching Credential with ESL Authorization to teach in-custody ESL classes.
- B. SAME / ESL teacher will be able to teach online via Zoom and in person.
- C. SMACE / ESL teacher will develop and present lesson plans.
- D. SMACE / ESL teacher will prepare a course outline and syllabus stating the class goals, course content, classroom policies and procedures and methods of evaluation.

- E. SMACE / ESL teacher will use a variety of instructional techniques and materials including online resources that are appropriate to the course and accommodate all learning styles.
- F. SMACE / ESL teacher will administer assessments to measure student progress.
- G. SMACE / ESL teacher will create a learning environment that guides and encourages students to develop and fulfill their academic potential and prepare them for transitioning into further education, and or vocational and community goals.
- H. SMACE / ESL teacher will maintain current and accurate records of student attendance.
- I. SMACE / ESL teacher will participate in required, Professional Learning Community (PLC) meetings.
- J. SMACE will provide sufficient classroom materials for inmates based on their skill level.
- K. SMACE will provide course materials and list of supplies to Program Services Bureau to facilitate approval by Sheriff's Classification Unit 7-10 working days prior to the need for course materials and supplies to allow time for the clearance process.
- L. SMACE will provide electronic transfer of any visual preparations (USB or laptop if a computer is not already in the room).
- M. SMACE will provide an open entry/ open exit programming schedule to allow inmates to begin programming at any time during the curriculum series.
- N. SMACE will provide ESL classes for inmates once released from custody and if eligible.
- O. SMACE will track attendance and provide records to the SO within two business days of the completion of a workshop.
- P. SMACE will communicate with the SO Program Services Manager or designee any behavior issues identified during workshops.
- Q. SMACE will have the right to excuse an inmate from programming if the inmate is disruptive to the learning environment.
- R. SMACE in coordination with SO will develop a satisfaction survey to be distributed to inmates in attendance of in custody programming.

V. Costs related to In-Custody programming

- A. SO and SMACE enter into a cost neutral agreement that is funded through the State of California to the San Mateo Adult & Career Education.

VI. Agreement Cancellation

- A. This Agreement may be terminated by either party without a requirement of good cause upon sixty (60) days' written notice to the other party.

VI. Performance Measures

- A. 70% of inmates who attend a full class will demonstrate an understanding of the class material by pre/post assessment or by completion of a work product applying skills obtained.
- B. 70% of satisfaction will be reported by inmates on quarterly satisfaction survey.

VII. Contacts

Angela Taylor, Director
San Mateo Adult & Career Education
789 E. Popular Avenue
San Mateo, CA 94401
650-558-2102

Melisa Wagner, Program Services Manager II
Sheriff's Office
1300 Maple Street
Redwood City, CA 94063
650-599-3017

VIII. Indemnification

Each party will defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

IX. Insurance

Each party shall maintain Worker's Compensation insurance or other coverage on its employees as required by California law, and will self-insure or maintain insurance covering its liability under this Agreement.

Agreed:



Carlos G. Bolanos
Sheriff, Sheriff's Department

10/19/21

Date

Kevin Skelly, Ph.D.
Superintendent
San Mateo Union High School District

Date