

**FIVE (5) YEAR AGREEMENT
FOR CONTINUING EDUCATION CLASSES**

BETWEEN THE

COUNTY OF ORANGE

AND THE

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT, hereinafter referred to as “Contract” is made and entered as of the date fully executed by and between the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “DISTRICT”, and the **COUNTY OF ORANGE**, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

WITNESSETH

WHEREAS, COUNTY desires to Contract with DISTRICT to provide continuing education classes to inmates within the COUNTY jails;

WHEREAS, COUNTY is agreeable to permitting DISTRICT to conduct continuing education classes within COUNTY facilities on the terms and conditions hereinafter set forth; and,

NOW THEREFORE, COUNTY and DISTRICT mutually agree as follows:

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A. TERM:

The term of this Agreement shall be for five (5) years, starting, July 1, 2021 through and including June 30, 2026, unless earlier terminated by either party in the manner set forth herein.

B. OPTIONAL TERMINATION:

COUNTY or DISTRICT may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party.

C. COUNTY'S SERVICES AND RESPONSIBILITIES:

1. COUNTY shall permit DISTRICT to provide continuing education classes for jail inmates.
2. COUNTY shall select and provide the jail facilities to be used by DISTRICT for continuing education classes. The names and addresses of the facilities are listed below:
 - a. Intake Release Center (IRC), 550 N. Flower St., Santa Ana, CA 92703
 - b. Central Men's Jail (CMJ), 550 N. Flower St., Santa Ana, CA 92703
 - c. Women's Jail (WJ), 550 N. Flower St., Santa Ana, CA 92703
 - d. Theo Lacy Facility (TLF), 501 The City Drive, Orange, CA 92868
 - e. James Musick Facility (JMF), 13502 Musick Rd., Irvine, CA 92618
 - f. Commissary Facility, 1530 S. State College Blvd., Anaheim, CA 92806
3. COUNTY shall ensure that the jail facilities used for classes are maintained properly.
4. COUNTY shall cooperate with DISTRICT in providing the appropriate and timely reporting of student attendance from courses offered under this Agreement.

D. DISTRICT'S SERVICES AND RESPONSIBILITIES:

1. DISTRICT shall be responsible for the Continuing Education inmate educational program conducted on site.
2. DISTRICT shall ensure that the instruction in the Continuing Education Inmate Education Program is under the immediate supervision and control of an employee of the DISTRICT (Title 5, Section 58058) who has met the minimum qualifications for instruction in a noncredit subject in a California community college.
3. DISTRICT shall demonstrate control and direction of the Continuing Education Inmate Education Program through such appropriate actions as providing the instructor with an orientation, instructor's manual, course outline, curriculum material, testing and grading procedures, and any other materials and services it would provide to its adjunct instructors on campus.
4. DISTRICT's minimum qualifications for instructors teaching these Continuing Education courses in the Inmate Education program are consistent with requirements in other similar courses given at the colleges or the District.
5. DISTRICT's noncredit continuing education courses shall have been approved by the local curriculum committee as meeting Title 5 course standards, approved by the DISTRICT'S

board of trustees and approved by the State Chancellor's Office.

6. The courses of instruction which shall be taught under this Agreement are listed in the annual Santiago Canyon College Catalog.

Basic Skills

Basic Skills consists of a course, a course of study, or an organized sequence of courses to provide instruction for individuals in elementary and secondary-level reading, writing, computation and problem-solving skills in order to assist them in achieving their academic, vocational, and personal goals. Elementary-level is generally recognized to mean that where appropriate, the coursework addresses the content and proficiencies at levels through the eighth grade. Secondary level is generally recognized to mean that the coursework addresses the content and proficiencies at levels through the twelfth grade and may incorporate a high school diploma or high school equivalency. Courses to be offered include:

Adult Basic Education; Citizenship; English as Second Language Beginning 1-3 Multi Level; High School Equivalency Test Preparation, and Adult High School Diploma Program Individualized Instruction.

Parenting Education

*Parenting Education consists of a course, a course of study, or an organized sequence of courses specifically designed to offer lifelong education in parenting, child development and family relations in order to enhance the quality of home, family, career and community life. Courses to be offered include: **Effective Parenting***

Health and Safety

*Health and Safety consists of a course, a course of study, or an organized sequence of courses, specifically designed to offer lifelong education to promote the health, safety and well-being of individuals, families and communities. Courses to be offered include: **Substance Abuse***

Short-Term Career Technical Education (CTE)

Short-term CTE programs with high employment potential consists of a course of study, or an organized sequence of courses leading to a career technical objective, certificate or award that is directly related to employment. Courses to be offered may include:

Introduction to Computer Software Applications; Introduction to Keyboarding & Basic Windows; Introduction to Word Processing using MS Word; Introduction to

Spreadsheets using Excel; Introduction to Databases using MS Access; Introduction to Electronic Presentation using PowerPoint; Institutional Food Preparation; Warehouse Worker

7. DISTRICT shall use procedures to assure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. DISTRICT shall assure that the Continuing Education courses in the Inmate Education program, the faculty and the students are held to a level of rigor comparable to that of the other sections of continuing education courses offered within the DISTRICT.
8. DISTRICT shall claim state apportionment for student attendance generated in the classes covered by this Agreement. COUNTY shall not claim state apportionment for the same student attendance hours claimed by DISTRICT.

E. RESPONSIBILITIES OF DISTRICT AND COUNTY:

1. DISTRICT and COUNTY shall not discriminate on the basis of race, ethnic or national origin, sex, age, disability, sexual orientation, or prior educational status or any other unreasonable basis for discrimination.
2. DISTRICT and COUNTY shall make available as appropriate support services such as counseling, guidance and placement assistance for the students.
3. DISTRICT and COUNTY shall determine the withdrawal procedures and documentation applicable to inmate students who seek to withdraw prior to completion of a course.
4. PROCEDURES, TERMS AND CONDITIONS: The enrollment period for the Continuing Education courses in the Inmate Education Program is determined by DISTRICT and is unique to this program. The inmate students do not pay enrollment fees for the Continuing Education courses. The DISTRICT determines the number of class hours sufficient to meet the stated performance objectives. COUNTY and DISTRICT will supervise and evaluate student progress.

F. SECURITY REQUIREMENTS:

1. In addition to County's background checks in #5 (Contractor's Personnel Requirements), Contractor shall, with respect to all employees of Contractor performing services hereunder:
 1. Perform background checks as to past employment history.
 2. Inquire as to past criminal felony convictions.
 3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
 4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.
2. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:

1. Inability or unwillingness to perform in a competent manner.
 2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
 3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
 4. Usage of illegal controlled substances as defined by federal law.
3. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
 4. Nothing herein shall render any employee of Contractor an employee of County.
 5. **THE CONTRACTOR'S PERSONNEL REQUIREMENTS:**

All employees must pass the County's background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.
3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract and who do not then have a current Contractor Security Clearance with the County of Orange. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.
4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be

submitted within in 10 county working days of the employer becoming aware of the updated information.

5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
7. County will not give Contactor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

6. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.
2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while preforming work under this contract. Specifically:
 - a. Do not give names or addresses to inmates.
 - b. Do not receive any names or addresses from inmates.
 - c. Do not disclose the identity of any inmate to anyone outside the facility.
 - d. Do not give any materials to inmates.
 - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.

10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

7. **POTENTIAL DELAYS/INTERRUPTIONS:**

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.
3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.
6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

G. PAYMENT:

1. DISTRICT shall pay COUNTY for the services as listed in Section C, Fifty Cents (\$0.50) per student attendance hour, up to a maximum of 248,000 hours per fiscal year.
2. The Five (5) year Short-Term CTE Education Agreement between DISTRICT and COUNTY, executed by the Board of Supervisors at the same time as this Agreement, allows for reimbursement to COUNTY of up to a specified number of instruction hours per year. Should COUNTY not maximize the annual hours from the Short-Term CTE Education Contract, this Agreement shall allow DISTRICT to reimburse COUNTY fifty cents (\$0.50) per continuing education student attendance hour over the 248,000 hour limit, as referenced in Subsection 1 of this Section, up to the unused balance of the Short-Term

CTE Education instruction hours.

3. COUNTY shall invoice DISTRICT quarterly. The quarterly payments shall be based on a statement prepared by COUNTY, listing the total student attendance hours for the previous quarter.
4. DISTRICT shall maintain necessary records to log students attendance hours related to the usage of classrooms.
5. DISTRICT shall pay COUNTY in accordance with COUNTY Billing Policy, adopted by the Board of Supervisors through Minute Order dated October 27, 1992 and incorporated in this Agreement as Attachment A.
6. COUNTY shall charge DISTRICT late payment penalties in accordance with COUNTY Billing Policy.

H. NOTICES:

1. Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:

DISTRICT: Rancho Santiago Community College District
Santiago Canyon College-Continuing Education Division
Orange Education Center
1465 North Batavia Street
Orange, CA 92867-3504
Attn: Vice President of Continuing Education

COUNTY: County of Orange
Sheriff-Coroner Department
Inmate Services Division-Correctional Programs Unit
1530 South State College
Anaheim, CA 92806
Attn: Administrative Manager Correctional Programs

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

I. STATUS OF COUNTY AND DISTRICT:

COUNTY is, and shall at all times be deemed to be an independent Contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between DISTRICT and COUNTY, or any of COUNTY's agents or employees. COUNTY, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

DISTRICT is, and shall at all times be deemed to be an independent Contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between DISTRICT and COUNTY, or any of DISTRICT's agents or employees. DISTRICT, its agents and employees shall not be entitled to any rights or privileges of COUNTY

employees and shall not be considered in any manner to be COUNTY employees

J. ALTERATION OF TERMS:

This Agreement fully expresses all understanding of DISTRICT and COUNTY with respect to the subject matter of this Agreement and shall constitute the total Agreement between the Parties for these purposes. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both Parties.

K. CERTIFICATION BY DISTRICT:

DISTRICT hereby certifies that on all student attendance from classes offered through this Agreement which it reports for State apportionment, it does not, and will not, receive full compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

L. CERTIFICATION BY COUNTY:

COUNTY hereby certifies that in receiving the compensation for attendance hours stipulated in this Agreement, it does not, and will not, receive full compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

M. INSURANCE REQUIREMENTS:

A. Insurance and Self Insurance: Without limiting in any way any of the defense, indemnity, and hold-harmless obligations of this Agreement, the Parties each will obtain, pay for, and maintain in full force and effect during the effective dates of this Agreement policies of insurance, or, self-insurance, a memorandum or memoranda of coverage providing coverage as follows:

1. Commercial General Liability insurance and/or coverage, which shall include coverage for: "bodily injury", "property damage", "advertising injury", and "personal injury", including, but not limited to, coverage for products and completed operations, with combined single policy limits or limits of liability of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate, if the policy or memorandum of coverage is subject to any aggregate policy limit or aggregate limit of liability.
2. Business or Commercial Automobile Liability insurance or coverage written on an "occurrence" basis with policy limits or limits of liability of not less than \$1,000,000 per accident. It must cover owned, hired, non-owned motor vehicles, with a combined single policy limit or limit of liability for bodily injury and property damage of not less than \$1,000,000.
3. Workers Compensation insurance with statutory limit and Employers' Liability with a \$1,000,000 limit per occurrence.

B. Additional Insured Endorsements: Each Party to this Agreement shall cause the Commercial General Liability insurance or self-insurance program required by this Agreement to be endorsed to name the other Party as an additional insured.

- C. Subrogation Waivers: The Workers' Compensation policy shall be endorsed to state that all rights of subrogation are waived as to each Party to this Agreement.
- D. Proof of Insurance or Coverage: Each Party to this Agreement shall provide to the other Party at least annually, current Certificates of Insurance with endorsements as required by this Agreement of coverage required by this Agreement.

N. INDEMNIFICATION AND LIABILITY:

- A. District agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from and against any claims, demands or liability of any kind or nature, including but not limited to personal injury, death, or property damage, arising from or related to the services, goods or other performance provided by District pursuant to this Agreement ("Claims").
- B. County agrees to indemnify, defend, and hold District, its officers, employees, and agents harmless from any third party claims, demands or liability for personal injury, death, or property damage, arising from the County's receipt of services, goods or other performance pursuant to this Agreement ("Claims").
- C. In the event that third-party loss is attributed to the concurrent act(s) or omission(s) of both Parties, the ultimate financial responsibility of each Party for said loss shall be apportioned according to the Party's percentage of fault as determined by mutual agreement between the Parties or by a court of competent jurisdiction. Neither party shall request a jury apportionment.
- D. This mutual indemnification shall survive termination of this Agreement or final payment therefore.

-Signature Page to Follow-

IN WITNESS WHEREOF, the Parties have executed the AGREEMENT to provide continuing education classes to inmates in the County of Orange, State of California.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BY: 
Adam O'Connor (Mar 24, 2021 10:12 PDT)

DISTRICT
Adam M. O'Connor, Interim Vice Chancellor
Business Operations/Fiscal Services

DATE: Mar 24, 2021

COUNTY OF ORANGE

BY: _____
Chairman of the Board of Supervisors

DATED: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD.

BY: _____
Robin Stieler
Clerk of the Board of Supervisors
Orange County, California

DATE: _____

APPROVED AS TO FORM:
Office of the County Counsel
Orange County, California

BY: 
Deputy

DATE: March 24, 2021