

~~FIVE (5)~~ SIX (6) YEAR AGREEMENT
FOR VOCATIONAL EDUCATION PROGRAMS
BETWEEN THE
COUNTY OF ORANGE
AND THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is entered into 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, DISTRICT is authorized under Section 78021 of the California Education Code to establish contract education programs by agreement with any public or private agency, corporation, or association, to provide specific educational programs or training to meet the needs to these entities;

WHEREAS, “Contract Education” is defined to mean those situations in which a community college district contracts with a public or private entity for the purposes of providing instruction or services or both by the community college;

WHEREAS, DISTRICT wishes to offer educational programs and services in certain correctional facilities operated by the COUNTY;

WHEREAS, COUNTY, as a political subdivision of the State of California, is a public agency and, under the provisions of Section 1061 of Title 15, Article 6, of the California Code of Regulations, can enter into agreement with DISTRICT for the provision of educational programs and services for inmates in jails which it operates;

WHEREAS, through this Agreement with COUNTY, DISTRICT intends to provide educational programs for the benefit of eligible inmates housed in COUNTY’s correctional facilities, which include the James A. Musick Facility, 13502 Musick, Irvine, CA; the Theo Lacy Facility, 501 City Drive, Orange, CA; the Intake and Release Center (IRC), 550 N. Flower Street, Santa Ana, CA; the Men’s Central Jail, 550 N. Flower Street, Santa Ana, CA; and the Women’s Central Jail, 550 N. Flower Street, Santa Ana, CA;

WHEREAS, COUNTY operates on the basis of sound administrative policies and adheres to non-discriminatory practices and does not and shall not discriminate on the bases of sex, race, disability, sexual orientation, religion, ethnic or national origin, age, prior educational status, or any other unreasonable basis for discrimination;

WHEREAS, COUNTY's physical facilities meet requirements of State and local Health and Safety regulations and are adequate and suitable for the courses offered and the number of students in attendance; and,

WHEREAS, COUNTY through its Sheriff-Coroner, hereinafter referred to as "SHERIFF," maintains current and accurate student attendance and progress records, and SHERIFF consents to inspection of these records by authorized representatives of DISTRICT, the California Community College Board of Governors, and other regulatory and administrative agencies.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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A. RECITALS:

All the above recitals are true and correct and incorporated herein by reference.

B. TERM:

The term of this Agreement shall be for ~~five (5)~~ six (6) years, commencing July 1, 2010, and terminating June 30, 2015, unless earlier terminated by either Party in the manner set forth herein. **This Contract is non-renewable.**

C. OPTIONAL TERMINATION:

COUNTY or DISTRICT may terminate this Agreement, without cause, at the end of any semester or summer session, upon thirty days written notice to the other Party.

D. RESPONSIBILITIES OF DISTRICT:

1. DISTRICT shall provide instruction and training to inmates in COUNTY's James Musick Facility and Theo Lacy Facility, Intake and Release Center (IRC), Men's Jail, and Women's Jail. DISTRICT is responsible for the education program conducted at these jail facility sites.
2. DISTRICT shall provide instruction for the following subjects, not to exceed 213,793 attendance hours per fiscal year. **DISTRICT agrees to review and negotiate the attendance hours per fiscal year during the extension of the Contract term, at the request of the County.**

County shall give thirty (30) day notice if requesting a change in the attendance hours per fiscal year.

Short Term Vocational:

Short-term vocational programs with high employment potential consists of a course of study, or an organized sequence of courses leading to a vocational/career technical objective, certificate or award that is directly related to employment.

Basic Skills

Basic Skills consist 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 coursework addresses the content and proficiencies at levels through the twelfth grade and may incorporate a high school diploma or GED preparation.

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.

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.

Family and Consumer Sciences

Family and Consumer Sciences consist of a course, a course of study or an organized sequence of courses specifically designed to offer lifelong education to enhance the quality of home, family, career and community life. This area of instruction is designed to provide educational opportunities that respond to human needs in preparing individuals for employment, advanced study, consumer decision-making and lifelong learning.

Subjects Total Hours combined, shall not exceed: 213,793 Hours per year

3. The Curriculum shall be as described in the Rancho Santiago Community College District's Santiago Canyon College Catalog and the program and course outlines on file in the Instruction Office as approved by the Curriculum Council, the Chancellor, the Board of Trustees of DISTRICT, and the Chancellor's Office of the California Community College.
4. DISTRICT shall use selected SHERIFF staff as instructors to provide the instruction and training covered in this Agreement. In order to meet the

California Code of Regulations, Title 5, requirement, that students be under the immediate supervision of an “employee” of DISTRICT, DISTRICT will invoke the provision of Title 5, Section 58058(b).

Accordingly, SHERIFF staff that is used, as instructors will be required to enter into written individual instructor service agreement with DISTRICT regarding their responsibilities for delivering the curriculum called for in this Agreement.

DISTRICT shall have the primary right to control and direct instructional activities of the instructor while instructor is conducting a class, or classes, given through an instructional service agreement between DISTRICT and the SHERIFF.

5. Instruction to be claimed for apportionment by DISTRICT under this Agreement shall be 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 vocational or non-credit subject in a California community college.
6. DISTRICT’s minimum qualifications for instructors teaching the courses in the Inmate Education Program are consistent with requirements in other similar courses given at the DISTRICT’s colleges.
7. DISTRICT shall demonstrate control and direction of the courses offered under the Inmate Education Program through such appropriate actions as providing the instructor’s 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 hourly instructors on campus.
8. DISTRICT has specified the subjects of instruction within this Agreement, for any course offered through this agreement the outlines of record for such courses have been approved by the college’s curriculum committee as meeting Title 5 course standards, DISTRICT’s board of trustees, and the Chancellor’s Office of the California Community College.

9. 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 courses in the Inmate Education program, and the faculty and the students, are held to a level of rigor comparable to that of the other sections of non-credit courses offered within the DISTRICT.
10. DISTRICT shall claim state apportionment for student attendance generated in classes covered by this Agreement. COUNTY shall not claim state apportionment for the same student attendance hours claimed by DISTRICT.
11. DISTRICT shall reimburse COUNTY for use of staff and facilities, in accordance with the terms stated in Section F, "PAYMENT."
12. DISTRICT shall provide the normal administrative functions, including admissions, counseling, registration, achievement records, and awarding of completion certificates comparable to those maintained for any student of DISTRICT.

E. RESPONSIBILITIES OF COUNTY:

1. SHERIFF shall provide staff and facilities for DISTRICT to utilize in the operation of its instructional programs for inmates housed at the jail facilities.
2. SHERIFF staff who are used as instructors under this Agreement will be appropriately credentialed to teach the subject areas covered by this Agreement.
3. Pursuant to California Code of Regulations, Title 5, Section 58058(b), SHERIFF staff used as instructors under this Agreement will enter into individual agreements with DISTRICT regarding their responsibilities as instructors for DISTRICT, specifically for delivery of the curriculum covered by this Agreement. All instructor agreements will be attached to this Agreement when transmitted to the DISTRICT for Agreement approval.
4. DISTRICT shall not be obligated to make any payment to SHERIFF's staff for services under the terms of this Agreement. Any and all salaries and benefits payable or owing to SHERIFF staff who are used as instructors under the terms of this Agreement are the sole responsibility and liability of COUNTY.

5. SHERIFF staff conducting classes authorized in this Agreement shall meet the state approved minimum qualifications for the Subject area in which they are teaching or successfully obtain equivalency for the subject area through the District's equivalency process. The following subject areas are eligible to be taught under this Agreement:

Short Term Vocational

Basic Skills

Parenting Education

Health and Safety

Family and Consumer Sciences

6. COUNTY shall not be reimbursed for more than the total hours called for in the curriculum in any one subject area for any one student.
7. SHERIFF shall submit certified statements and billing once a month to:
Rancho Santiago Community College District
Santiago Canyon College
Continuing Education Division
Orange Education Center
1465 N. Batavia Street
Orange, CA 92867
Attn: Vice Chancellor of Continuing Education
8. SHERIFF billing shall include evidence of positive attendance in accordance with State regulations. All billings shall be accompanied by attendance sheets verifying the number of enrollees and number of actual hours of instruction.
9. SHERIFF shall retain records of enrollee's attendance for at least five (5) years and shall, upon request, make them available for review by DISTRICT, the Office of Private Postsecondary Education, and the Chancellor's Office of the California Community Colleges.
10. SHERIFF shall provide those administrative functions essential for the operation of its facilities.

F. RESPONSIBILITIES OF DISTRICT AND COUNTY:

1. DISTRICT and COUNTY will make available as appropriate support services such as counseling, guidance and placement assistance for the students.
2. DISTRICT and COUNTY will supervise students and evaluate student progress.
3. DISTRICT and COUNTY will 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 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 courses. The DISTRICT determines the number of class hours sufficient to meet the stated performance objectives.

G. PAYMENT:

1. DISTRICT shall reimburse COUNTY for the use of staff and facilities at the rate of \$1.45 per student attendance hour, up to a maximum of 213,793 hours (\$310,000.00) per fiscal year. The hours claimed under this Agreement must be certified to DISTRICT for actual attendance during the preceding month for all properly enrolled students. Such payment is considered full payment to cover all of COUNTY's contract cost of operating the instructional programs covered by this Agreement. DISTRICT agrees to review and negotiate the rate per student attendance hour and the maximum of hours per fiscal year during the extension of the Contract, at the request of County.
County shall give thirty (30) day notice if a change in the rate per student attendance hour and the maximum of hours per fiscal year are requested.
2. DISTRICT shall reimburse COUNTY within twenty (20) days after receipt of billing.
3. 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.

4. COUNTY shall charge DISTRICT late payment penalties in accordance with COUNTY Board of Supervisor's approved 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:

Santiago Canyon College
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706-1640
Attn: Vice Chancellor of Continuing Education

COUNTY:

Orange County Sheriff-Coroner Department
Inmate Services Division/Correctional Programs Unit
1530 South State College
Anaheim, CA 92802
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 time 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 an independent Contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and DISTRICT, 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. DISTRICT agrees that additional or alteration of the terms of this Agreement shall be considered and made in writing to be valid and must formally be approved and executed by dully authorized agents of both Parties.

County shall give thirty (30) day notice if additional or alterations of the terms are requested.

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 for the courses from any other public or private agency individual, or group.

M. INSURANCE:

DISTRICT and COUNTY agree that the following insurance requirements are reciprocal and that DISTRICT and COUNTY will each comply with them. Any and all of these requirements may be met by Self-Insurance and the DISTRICT and COUNTY shall provide a verification letter of Self-Insurance upon request.

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$25,000 for automobile liability), which shall specifically be approved by the County Procurement Office (CPO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductible shall be clearly stated on the Certificate of Insurance.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The Policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the State of California, CPO/Office of Risk Management retains the right to approve or reject carrier after a review of the Company's performance and financial ratings.

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

The Policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum <u>Limits</u>
Commercial General Liability with Broad Form property Damage and Contractual Liability	\$1,000,000.00 combined single Limit per occurrence, \$2,000,000 aggregate.
Automobile Liability Including Coverage For owned, non-owned and hired vehicles	\$1,000,000 combined single Limit per occurrence
Worker's Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

All liability insurance, required by this Contract shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Worker's Compensation/Employer's Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Liability.

All Insurance policies required by this Contract shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Commercial General Liability policy shall contain a severability of interest clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Worker's Compensation or be self-insured in accordance with provision of that code. The Contractor will comply with such provision and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Worker's Compensation insurance and Employer's Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation. If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CPO/Purchasing or the agency/department purchasing division, award made be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by the County or Orange Risk Manager as appropriate to adequately protect County.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's Liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

N. **INDEMNIFICATION:**

COUNTY, its officers, agents, and employees shall not be deemed to have assumed any liability for the negligence or nay other act or omission of DISTRICT, or nay of its officers or employees.

DISTRICT shall indemnify and hold COUNTY, its officers, agents, employees, and independent Contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of DISTRICT, its officers, agents, employees, subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and DISTRICT shall defend, at its expense, including attorney fees, COUNTY, its officers, agents, employees, and independent Contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

COUNTY shall indemnify and hold DISTRICT, its officers, agents, employees, and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of COUNTY, its officers, agents, employees, and independent contractors related to this Agreement, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and COUNTY shall defend, at its expense, including attorney fees, DISTRICT, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BY: _____

DISTRICT

Peter Hardash, Vice Chancellor

Business Operations/Fiscal Services

DATE: _____

COUNTY OF ORANGE

BY: _____

Chairman of the Board of Supervisors

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

By; _____

Darlene J. Bloom

Clerk of the Board of Supervisors

Of Orange County, California

DATE: _____

APPROVED AS TO FORM:

County Counsel

Orange County, California

BY: _____

Deputy

DATE: _____