

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, 2016 through and including June 30, 2021, 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. All personnel to be employed in performance of the work under this Contract shall be subject to an Orange County Sheriff-Coroner Department Security Clearance. Clearances must be updated and renewed according to the Orange County Sheriff's Department Security Clearance policy.
2. 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. 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.
3. Contractor shall be responsible for ensuring to submit updated Security Clearance forms in order to renew the Security Clearance. Updated forms shall be submitted at least (10) County working days prior to the expiration of an existing clearance.
4. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff- Coroner's Department.
5. 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.
6. **POTENTIAL DELAYS/INTERRUPTIONS:**
 - a. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
 - b. 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.

- c. 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.
- d. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
- e. 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.
- f. 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. 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:

DISTRICT AND COUNTY agree that the following Insurance requirements are reciprocal and that DISTRICT and COUNTY shall each comply with them. Any and all of these requirements may be met by Self-Insurance and the DISTRICT or COUNTY shall provide 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 expenses 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 Executive Office (CPO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIR's) or deductibles 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 Limits |
|--|--|
| Commercial General Liability with broad form property damage and contractual liability | \$1,000,000 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 |
| Workers' Compensation | Statutory |
| Employers' 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 WIRTTEN 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 provisions 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 days of notification by CPO/Purchasing or the agency/department purchasing division, award may 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 insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not construe 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 any other act or omission of DISTRICT or any 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 omission.

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, 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 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 continuing 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

DATED: _____

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

BY: _____
Darlene J. Bloom
Clerk of the Board of Supervisors
Orange County, California

DATE: _____

APPROVED AS TO FORM:

Office of the County Counsel
Orange County, California

BY: Wendy J. Philby
Deputy

DATE: 5/20/16