

Agreement between
Kern Community College District/Cerro Coso Community College
and
The Department of Corrections and Rehabilitation
California City Correctional Facility 2015

In accordance with California Education Code 84810, California State Prison – California City Correctional Center (CAC) and Kern Community College District (KCCD/CC) agree to allow inmates housed at CAC to participate in Cerro Coso Community College courses. This program is defined as an academic transfer curriculum provided as a KCCD/CC Inmate Education Program. The scope of this Agreement will provide the inmates, housed at CAC, an opportunity to earn college credits while incarcerated with the California Department of Corrections and Rehabilitation (CDCR), with no negative fiscal impact to CDCR or CAC.

This Agreement shall become effective upon the execution by all parties hereto and to commence on June 1, 2015 or until such time either party determines that the agreement be terminated.

This Agreement is made and entered into by and between the Kern Community College District/Cerro Coso College (KCCD/CC) and the California City Correctional Facility (CAC).

Responsibilities of KCCD/CC

KCCD/CC shall appoint an educational administrator to be responsible for the overall Cerro Coso Community College inmate education program operation at the CAC. The KCCD/CC appointed administrator will provide a schedule and timeline to the Oasis Adult School, Principal with a lead time of a minimum of two weeks. The KCCD/CC coordinator shall act as the point of contact for all Cerro Coso Community College educational courses. Under no circumstances; shall the coordinator have authority over operations of the CAC, including personnel issues concerning CAC representatives, operational budgets, or the use, maintenance, or scheduling of CAC facilities.

KCCD/CC will ensure whenever possible that ancillary and support services are provided for the students (e.g., counseling and advisement, placement assistance, and financial aid).

KCCD/CC Academic Counselors and Educational Advisors will arrange for placement assessments to be conducted at the CAC. Assessments will be conducted using a multiple measure approach. Initial written assessments will be conducted using a paper based exam. Future assessments will require internet access and processes developed and implemented as agreed upon by both parties. The CAC will give access to Oasis Adult School student records in order for College Counselors and Education Advisors to make an appropriate placement determination.

KCCD/CC staff will assist students in applying for various funding and programs (e.g., Board of Governor waivers and Disabled Student Programs and Services -- DSPS).

KCCD/CC will assist with determining feasibility of accommodations for an inmate with learning and physical disabilities. A Cerro Coso Community College Faculty member specializing in DSPS will provide assistance and recommendations to the appropriateness of accommodations. The Oasis Adult School, Principal maintains ultimate responsibility for accommodations requested by an inmate. If an inmate

claims a disability, he will request accommodations through the Oasis Adult School Principal. The Oasis Adult School Principal will work with the CAC Medical Department to make recommendations to Cerro Coso Community College for accommodations. The Cerro Coso Community College DSPS staff will evaluate the request and develop a plan-of-action to address the disability. The responsibility and coordination for the costs of the needed accommodations will be determined on a case-by-case basis; however it will normally be a responsibility of CAC faculty and staff.

KCCD/CC maintains the right of faculty and staff assignments for the program and shall evaluate the quality of instruction to ensure it meets the needs of the students and accreditation standards of KCCD/CC.

KCCD/CC shall ensure course offerings meet all appropriate California Code of Regulations, Title 5 (Title 5) and California Education Code (ED Code) requirements.

KCCD/CC shall consult the CAC on any revisions to existing KCCD/CC courses, launching of new courses or any other changes, in order to ensure the quality of education services and to meet the needs of the CAC (e.g., Prison Schedules and facility use).

KCCD/CC will consult with CAC to ensure courses do not require or provide non-approved materials, software, equipment, or other resources. Books, paper materials, worksheets, pens, pencils, and non-programmable solar powered calculators are normally acceptable, but must be screened and approved prior to introduction into the prison.

KCCD/CC will pick up and deliver all course materials to the CAC designated location for appropriate screening prior to the date of use. Normally, one week prior to the required date.

In support of CDCR's electronic reader initiative, KCCD/CC will evaluate and determine the appropriate use of on-line "open" educational resources when it is a practical use in a college class, and subject to approval by the CDCR. "Open" educational resources are freely accessible, such as openly licensed documents and media useful for teaching, learning, and assessing as well as for research purposes, limited to only the KCCD/CC internal databases.

KCCD/CC has the right to control and direct the instructional activities of the instructor and shall demonstrate control and direction through such actions as providing the instructor of record an orientation, course outlines, curriculum materials, testing and grading procedures and any other materials and services it would provide KCCD/CC instructors teaching outside the prison.

KCCD/CC employees shall cooperate with CAC authorities by observing and complying with all CDCR and CAC rules and regulations.

KCCD/CC agrees that while on CAC grounds, all agents, employees, and or representatives of KCCD/CC shall be professionally and appropriately attired and clothing shall be distinct from that worn by CAC inmates. KCCD/CC employees will not wear blue denim jeans/pants/trousers or shirts, as these are inmate attire. KCCD/CC faculty and staff will use CAC electronic equipment and will not bring cell phones, computers, or other electronic or communication devices into the prison.

KCCD/CC faculty and staff must be escorted by CAC personnel into the prison and only after gaining appropriate clearance.

KCCD/CC employees are subject to search and seizure during ingress and egress at CAC.

KCCD/CC employees shall not cause undue interference with the operations of the CAC.

Responsibility of CAC

CAC shall provide appropriate classroom space at the CAC for use as a Cerro Coso Community College off-campus site free of charge.

CAC staff will be responsible for ensuring ducat lists are submitted for all incarcerated students scheduled for an interview with KCCD/CC staff or for required testing.

CAC shall assist in a day-to-day management support, and all related overheads necessary to conduct the KCCD/CC's inmate education program.

CAC shall assist the KCCD/CC in maintaining records of student attendance and achievements. All students enrolled in KCCD/CC classes shall be concurrently enrolled in the Voluntary Education Program (VEP) and assigned to a VEP teacher as part of their quota of college students, normally 48 students. The VEP teacher(s) shall maintain attendance in the Strategic Management Offender System (SOMS) and award Milestone Credit Completion (MCC) chronos upon completion of a class, if eligible under PC 2933.

CAC will assist KCCD/CC in maintaining the confidentiality of all student records. Should any request of disclosure of student record information be made to CAC or to a CAC employee or representative of the CAC, that request shall be immediately be forwarded to KCCD/CC.

CAC shall cooperate with the KCCD/CC to ensure all personnel, equipment, and materials used on carrying out its responsibilities under this agreement conform to ED Code and Title 5 mandated standards governing instructional programs including minimum qualifications for instructors.

CAC will inventory all KCCD/CC textbook and resource materials and ensure processes are in place for inmate withdrawal and return. All KCCD/CC materials remain the property of KCCD/CC.

Prior to the beginning of each new semester, CAC staff will make a list of new and continuing students. CAC will contact the KCCD/CC coordinator to convey the number of applicants. KCCD/CC will coordinate the number of inmate students KCCD/CC can support and both parties will plan courses, schedules and resources as appropriate.

CAC shall take all measures necessary to ensure that KCCD/CC employees who are employed under this agreement shall have a safe working environment.

CAC shall provide all training necessary for KCCD/CC employees to safely perform their duties while at CAC facilities. They will attend an 8 hour In-Service Training (IST) class similar to volunteers before the classes are scheduled to start.

KCCD/CC Inmate Education Program

KCCD/CC is responsible for the education program that is the subject of this agreement.

Any instructor used for service under this agreement shall possess the minimum qualifications for instruction in the course and shall have any other applicable qualifications consistent with the teaching requirements of any similar course which is offered by KCCD/CC. The KCCD/CC shall have the right to control and direct the activities of the assigned instructor while he/she is performing services under this agreement.

The KCCD/CC and CAC ensure courses selected do not require or provide any non-CAC approved materials or resources. Course work requiring access to the internet is not currently approved, but support and planning for the CDCR Electronic Reader initiative is a part of this agreement.

Coursework packets transferring between KCCD/CC and CAC will contain class-related material only. Should KCCD/CC receive any correspondence from incarcerated inmates that is not course related, KCCD/CC will immediately notify CAC.

All courses under this agreement must have met any applicable standards including any applicable approval by KCCD/CC and the State Chancellor's office.

KCCD/CC will share library resources as requested and coordinated by the assigned KCCD/CC faculty. These resources will be inspected and accepted by CAC education staff. CAC will establish processes for inmate student use and return the resources when they have served the needed purpose.

KCCD/CC and CAC shall ensure students are appropriately registered and all course requirements are met to include final examinations and student evaluations.

KCCD/CC will ensure all matriculation steps are complete to include advisement and orientation requirements. KCCD/CC will ensure faculty and staff have been cleared and submit visit requests to CAC in a timely manner.

In the event the CAC facility or housing unit is under lock-down or a modified program, all assignments and exams may be rescheduled until after the facility returns to normal programming.

The rules and regulations governing the withdrawal of students prior to completion of courses under this agreement shall follow KCCD/CC catalog when the student is enrolled in the course.

Student Requirements

All KCCD/CC academic probation criteria apply to a student who has attempted at least twelve semester units.

A student on academic probation shall be subject to dismissal if the student fails to meet the KCCD/CC academic probation criteria. A student requesting to return to college after being dismissed may

present a written petition/request to KCCD/CC and CAC. Both parties must agree to a student returning following dismissal.

Miscellaneous

If any of the provisions of this agreement are found to be, or become contrary to state law or regulations or court decisions, KCCD/CC and CAC agree that the contract shall be renegotiated as it relates to the provision, without affecting the balance and intent of this agreement.

KCCD/CC agrees to indemnify and hold harmless the CAC and its authorized agents, officers, volunteers, and employees against any and all claims or actions arising from KCCD/CC's acts, errors, or omissions and for any cost or expense incurred by CAC on account of any claim therefore arising out of or alleged to arise out of or in any way connected with making or performance of this agreement. However, the obligation to indemnify or hold harmless shall not apply in the event of the sole negligence of CAC.

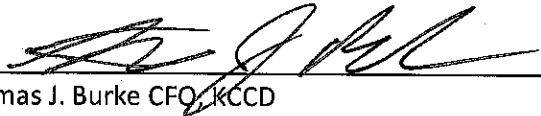
CAC agrees to indemnify and hold harmless the KCCD/CC and its authorized agents, officers, volunteers, and employees against any and all claims or actions arising from CAC's acts, errors, or omissions and for any cost or expense incurred by KCCD/CC on account of any claim therefore arising out of or alleged to arise out of or in any way connected with making or performance of this agreement. However, the obligation to indemnify or hold harmless shall not apply in the event of the sole negligence of KCCD/CC.

The term of this agreement shall be for a period of time commencing on June 1, 2015. This agreement may be extended for additional periods of five (5) years upon agreement in writing by both parties. Notwithstanding the foregoing, this agreement may be terminated at any time by KCCD/CC, with or without cause, upon at least 60 days written notice given to CAC prior to the start of the semester. This agreement may be terminated with or without cause by CAC, effective at the end of the term in which classes are currently in session upon at least 60 day notice given to KCCD/CC prior to the start of the semester. Neither KCCD/CC nor CAC shall cancel during any instructional session. Neither party shall incur any liability to the other by reason of such termination.

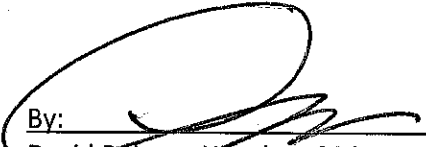
If any KCCD/CC staff or faculty needs to enter CAC, the KCCD/CC employee shall sign the "Digest of Laws Related to Association with Inmates, "(CDCR 181) incorporated by reference, and ensures that all employees are aware of and abide by these rules. KCCD/CC Employees while upon CAC grounds are subject to search of their person, property, and vehicle (Section 3288 of the CDCR Director Rules).

The individual executing this agreement on behalf of each party warrants he/she is authorized to execute the agreement on behalf of the respective agency and that the agency will be bound by the terms and conditions herein. The understanding between all parties is that there are no funds obligated under this agreement.

Kern Community College District/Cerro Coso Community College

By:  Date 7-9-15
Thomas J. Burke CFO, KCCD

California City Correctional Facility

By:  Date 6-30-15
David B. Long, Warden, CAC