

INTER-AGENCY SERVICE AGREEMENT
BETWEEN THE
EL DORADO COUNTY SHERIFF-CORONER DEPARTMENT
AND THE
EL DORADO UNION HIGH SCHOOL DISTRICT

BACKGROUND

Title 15. Section 1061, of the California Administrative Code mandates that inmate education programs be developed, or obtained from appropriate public officials, for all Type II and Type III correctional facilities. All programs when implemented shall provide for the voluntary academic and/or vocational education of both sentenced and unsentenced inmates.

Section 1907 of the California Education Code, provides for the establishment and maintenance of classes or schools in connection with the jail facilities for the education and vocational training of the prisoners. This section further provides that these schools may be maintained by the governing board of any school district maintaining secondary schools.

It is the desire and intent of the Sheriff of El Dorado County and the Superintendent of the El Dorado Union high School District that an appropriate variety of educational programs be established and carried out which will have a positive impact on the personal and vocational rehabilitation of jail inmates.

This Agreement represents the full understanding of the parties concerned as to the scope, variety, and objectives of the educational programs to be carried out by the El Dorado Union High School District in support of this policy.

PROGRAM OBJECTIVES

The educational programs carried out on the basis of this Agreement are intended to:

A. Bring about improvements in the reading, writing, vocabulary, and arithmetic skills of those jail inmates with educational deficiencies.

B. Provide job skills training and vocational rehabilitation which will assist inmates in obtaining and keeping employment following their release from custody.

C. Reduce inmate recidivism rates by addressing some of the factors which lead inmates to commit repeated violations.

D. Reduce stress and conflict within the jail environment by making more productive use of the inmates time and energies.

In order to meet the established educational objectives and requirements, a variety of programs will be carried out which will include, but not necessarily be limited to the following:

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PERSONAL SKILLS TRAINING:

Additional training courses and independent study programs will be provided in subject areas oriented toward the personal and economic rehabilitation of jail inmates. The number of courses offered in this area will be consistent with the availability of funding (both State ADA reimbursement and El Dorado County Inmate Welfare Fund), the number of inmates who are available and/or desire to participate, and the availability of instructional, managerial, and administrative resources. Specific course needs and schedules will be as mutually agreed to between the two parties.

Examples may include:

1. Consumer education.
2. Health and safety education (Aids Prevention, physical fitness, personal hygiene, parenting skills, etc.).
3. Substance abuse education.
4. Pre-release orientation and assistance (location and availability of local area support groups, welfare services and requirements, temporary housing, etc.).
5. Self-esteem and job skills training.

LEVELS OF ENROLLMENT

The El Dorado County Jail through the Inmate Services office will attempt to maintain an availability list of eligible inmates for the educational programs. The level of enrollment for any program should be a minimum number to be cost effective and agreed on by the two parties. If any problems arise pertaining to program enrollment levels, the two parties shall confer to ascertain the cause(s). If the availability of eligible inmates is not sufficient to maintain a program at or above the minimum level, the El Dorado Union High School District shall have the right, after conferring with the El Dorado County Jail, to modify or discontinue the program in question.

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BASIC EDUCATION:

Formal courses and independent study programs will be carried out as needed to meet inmate educational needs. These may include:

1. Courses which will enable inmates to satisfy the requirements for high school graduation and/or high school competency requirements (GED).
2. Specialized English courses geared toward those inmates for whom English is a second language
3. Specialized instructions/tutoring for inmates who possess severe reading disabilities (e.g., for those who read at the 4th grade level, or below).
4. Basic education courses in high school level English, Mathematics, Social Studies, etc.

It is expected that specific course offerings will be determined by current needs, and that they will vary over time. The schedule and variety of courses will be as mutually agreed upon between the parties. As a general rule, the objective of this program will be to provide the maximum number of courses consistent with the availability of funding (both State ADA student reimbursement and El Dorado County Inmate Funds), and the number of inmate who are available and desire to participate in educational courses.

VOCATIONAL EDUCATION:

Programs which provide vocational training will be developed and carried out to provide inmates with improved job skills and an appreciation for requires work ethics. Additional courses may be developed and established to meet identified inmate needs. The actual scope and variety of the vocational education programs to be developed will be mutually agreed upon by both parties. The number and/or scope of courses will be determined by the availability of funding (both State ADA reimbursement and El Dorado County Inmate Funds), and the number of inmates available to participate.

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RESPONSIBILITIES OF
THE EL DORADO UNION HIGH SCHOOL DISTRICT

1. Develop and carry out an educational program which is oriented toward the specific needs of the jail inmates, as comprehensive as funding resources permit, and includes all the various components identified herein.
2. The School District will apply for State student reimbursement in the same manner as it applies for reimbursement for other students under its cognizance. The School District will also make reasonable and appropriate efforts to obtain specialized educational grants and assistance as needed to meet new, short-term, or unique educational program or project requirements.
3. Evaluate and assess the educational needs and status of jail inmates who are eligible for, and apply to participate in, the various educational and training programs described herein, and provide further ongoing assessments as necessary to meet program requirements and the needs of the individual inmates.
4. Recruit and provide a qualified teaching staff of sufficient size, capabilities, and abilities to effectively carry out all educational programs as agreed upon by the two parties
5. Program for, and provide, such specialized educational materials, supplies, and equipment as necessary to carry out established programs.
6. Provide enrollment forms, pupil records, and other specialized educational management materials required for program operations.
7. When requested, provide reasonable and necessary assistance to the County Jail in carrying out basic research, surveys, and evaluations which are intended to assess the educational needs and requirements of the inmate population.
8. Monitor and evaluate the effectiveness of the instructional programs carried out within the adult detention facilities, keeping the County Jail advised of program status and any changes in requirements or objectives.
9. Advise and assist the County Jail in the development and execution of any training programs or educational projects carried out separately from those carried out under the auspices of the School District.

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10. Coordinate and consult with the County Jail regarding any changes in program scope, methodology, or objectives.
11. Ensure that all educational staff are aware of, and comply with, all regulations and procedures prescribed by the County Jail pertaining to jail management, safety, and security.
12. When requested, provide reasonable and necessary representation at meetings, conferences, and planning groups which will deal with matters pertaining to educational programs operated in the adult detention facility.
13. Provide coordination with citizens groups, volunteer organizations, and other county departments and agencies on matters pertaining to inmate education program content or methodology.

RESPONSIBILITIES OF
EL DORADO COUNTY DETENTION FACILITY

1. Designate and provide, to the extent that funding and other resources permit, facilities, space, and areas which are appropriate for, and of sufficient size to accommodate, established educational needs.
2. The County Jail shall be responsible for advancing sufficient funds needed to support the educational program until such time that reimbursement funds are made available by the State. The County Jail will program as required to obtain county funding as necessary to meet any costs of authorized educational program activities above the level covered by state reimbursement.
3. Allocate furniture and other furnishings as necessary and appropriate to properly equip designated educational facilities.
4. Coordinate all functions relating to the maintenance, upkeep, and modification of designated educational facilities. Such facilities shall be maintained at a level comparable to that of other similar areas within the detention facility.
5. Provide training for assigned instructional staff sufficient to familiarize them with required jail practices and procedures.

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6. Keep the School District informed of any changes in jail management procedures or requirements which have an impact on instructional staff and programs.
7. Exercise supervision and control over the conduct of inmates participating in educational programs; coordinate with the School District as needed to identify and designate inmates who are eligible for educational programs.
8. Ensure that the correctional staff is kept informed regarding the status of current educational programs, and those aspects of the programs which have an impact on current jail operations
9. Take all reasonable and proper measures as necessary to ensure inmate attendance in organized instruction and classes, Encourage inmate participation in educational programs through appropriate incentives, and by ensuring that all inmates are kept informed concerning the availability of the various programs.
10. Establish basic inmate educational program priorities and needs. The County Jail shall coordinate with the School District as needed to ensure that they are kept informed of specific program needs and objectives, and of any other factors which may affect the level, quantity, and type of educational services required at any given time.
11. Evaluate the effectiveness of the educational programs on the basis of their contribution to the correctional priorities and objectives which have been established by the County Jail.

PROGRAM MANAGEMENT

To provide effective management and coordination of the various aspects of the educational programs, both parties have designated specific elements within their organizations to deal with basic program issues. Within the Sheriff's Department, primary responsibilities for the development and coordination of inmate programs are assigned to the Inmate Services Coordinator, who reports to Jail Division Administrative Lieutenant. The Adult Education Principal is assigned to carry out comparable functions within the School District, and functions under the direction of the Director of Educational Planning and Student Services. The Inmate Services Coordinator and the Adult Education Principal will coordinate as needed to carry out the educational programs, and to resolve any issues or problems which may arise. Issues or problems which cannot be resolved at this level will be referred for resolution through each party's normal chain of command.

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INDEMNITY

The El Dorado County Jail shall hold harmless, defend and fully indemnify the El Dorado Union High School District, its officers, agents and employees, from and against any liability, claim action, cost, damage or loss, including reasonable costs and attorneys fees, for injury, including death, to any person or damage to any property, arising out of the County Jail's, its officers, agents or employees, performance of the work duties or obligations under the terms of this Agreement. Such indemnification shall extend to all claims, demands or liabilities resulting from work performed under this Agreement which occurs after the completion of the work or termination of this Agreement.

The El Dorado Union High School District shall hold harmless, defend and fully indemnify the El Dorado County Jail, its officers, agents and employees, from and against any liability, claim, action, damage or loss, including death, to any person or damage to any property, arising out of the School District's, its officers, agents or employees, performance of work, duties, or obligations under the terms of this Agreement. Such indemnification shall extend to all claims, demands, or liabilities resulting from work performed under this Agreement which occurs after the completion of the work or termination of this Agreement.

PROGRAM FUNDING

The El Dorado County Jail is responsible for designating and providing sufficient facilities to support established educational programs, and will provide funding for this purpose as available.

The El Dorado Union High School District will apply for State student reimbursement in the same manner as it applies for reimbursement for the students under its cognizance. The School District will also make reasonable and appropriate efforts to obtain specialized educational grants and assistance as needed to meet new, short-term, or unique educational program or project requirements.

The County Jail will program as required to obtain county funding as necessary to meet any costs of authorized educational program activities above the level covered by state reimbursement.

The School District will provide statistical data as needed by the County Jail to permit the evaluation of educational program costs and benefits, and as required to prepare annual or supplemental budget submissions. Where required, the School District will provide data for annual budget submissions no later than _____ of each year.

In cases involving educational costs which are not covered by State reimbursement, the School District will submit invoices and claims, with necessary supporting data, using reporting formats and periodicity as established by the County Jail.

The School District will obtain approval from the County Jail prior to making any program commitments which involve or require funding levels above those previously agreed to. Both parties agree to coordinate any changes in program content, level or objectives which are required in response to any reductions in the level of available funding.

ASSIGNMENT AND DELEGATION

Neither party shall assign, sublet, or transfer any interest in or duty under this Agreement without the written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented in writing.

METHOD AND PLACE OF GIVING NOTICE,
SUBMITTING BILLS, AND MAKING PAYMENTS

All notices, bills, and payments shall be made in writing, and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

EL DORADO UNION HIGH SCHOOL DISTRICT
P.O. BOX 1450
DIAMOND SPRINGS, CALIF. 95619-1450

EL DORADO COUNTY JAIL
300 FORNI ROAD
PLACERVILLE, CALIF. 95603

Billings for the basic educational programs and services which the school district provides under this Agreement shall be submitted no later than July 31, following the fiscal year in which they were provided.

TERM

All aspects of this Inter-Agency Service Agreement shall become effective on the date executed by both parties, and shall extend until June 30, 1992. This Inter-Agency Service Agreement shall be automatically renewed for each subsequent fiscal year unless terminated by either party pursuant to the provisions herein.

MERGER

This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms, and as a complete and exclusive statement of the terms of the agreement, pursuant to California Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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TERMINATION

This Inter-Agency Service Agreement may be terminated by either party, at its sole discretion and without cause, upon thirty (30) days advance written notice given to the other party, provided that, in the event either party wishes to terminate the Agreement on or after March 1 of a given fiscal year, written notice of such termination shall be received by the other party on or before January 1 of the same fiscal year. Notwithstanding the above, this Agreement may be cancelled immediately at any time during its term by written mutual consent of the parties.

EL DORADO UNION HIGH SCHOOL DISTRICT

DATED: 4/9/92 BY: Reed J. Moody

EL DORADO COUNTY

DATED: June 23, 1992 BY: Vernon F. Gerwer

VERNON F. GERWER
CHAIRMAN - BOARD OF SUPERVISORS

ATTEST: DIXIE L. FOOTE, Clerk
of the Board of Supervisors

By Margaret B. Moody
Deputy Clerk
6-23-92