



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

April 14, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas Community College to Provide GED Instructional Services

Purpose/Outcome	This Agreement allows Clackamas Community College to provide GED instructional services at the Transition Center.
Dollar Amount and Fiscal Impact	The Agreement value is \$62,720.
Funding Source	State of Oregon Criminal Justice Commission, Justice Reinvestment Act funding.
Duration	Effective upon full execution and terminates December 31, 2017.
Previous Board Action/Review	New Agreement – no previous action.
Contact Person	Captain Jenna Morrison, Director - Community Corrections – 503-655-8725

BACKGROUND: Justice Reinvestment Act funding is intended to support the reduction of prison bed use. The Transition Center provides services to individuals release from the Clackamas County Jail, Oregon Department of Corrections, Clackamas County Corrections Center and those in the community at risk of returning to custody. The Transition Center is a collaborative effort between many community partners to provide additional resources to the jail and law enforcement to help improve public safety and offender accountability. One of those resources is a program to complete their General Educational Development (GED). The Jail has a long standing GED program with Clackamas Community College to provide GED prep and testing. The Transition Center will offer those same services to our clients including those that started the program in jail thus allowing them to continue their educational efforts without interruption.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves this Intergovernmental Agreement with Clackamas Community College to provide GED instructional services.

Respectfully submitted,

Captain Jenna Morrison
Director, Community Corrections

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
AND
CLACKAMAS COMMUNITY COLLEGE

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and Clackamas Community College (COLLEGE) for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for a cooperative working relationship for the purpose of providing GED instructional services at the Transition Center. Both the COLLEGE and COUNTY desire to jointly plan, promote, and sponsor educational programs for recently incarcerated populations and others who wish to access employment and training services as well as additional life and wellness supports offered through the Transition Center.

II. Scope of Work and Cooperation

A. COLLEGE agrees to:

1. Recruit and hire qualified instructor(s) as well as pay for substitute instructors as necessary.
2. Provide liability and Worker's Compensation insurance coverage for instructor(s).
3. Confirm the class schedule prior to the start of each term.
4. Procure eight (8) sets of classroom textbooks at a cost to COUNTY of \$500.
5. Provide GED 2014 Instruction and Test Preparation Activities as described in Exhibit A.

B. The COUNTY agrees to:

1. Provide appropriate classroom facilities with access to student computers and internet service.
2. Inform the College, in a timely manner, of any changes or conflicts with regularly scheduled classes.
3. Assist with student registration according to COLLEGE policies and procedures.
4. Provide a locked cabinet for the classroom textbooks and access to a working printer and photocopier services as Transition Center staffing allows.
5. Pay the Compensation for instruction services and textbooks outlined in Section III.

Classes will be taught two times per week, for ten weeks during each term as published by the COLLEGE. Classes will be held Mondays and Wednesday 3:20pm-7:00pm or at a date/time agreed upon by both COUNTY and COLLEGE. Instruction will occur on the main floor of the Transition Center in one of the two conference rooms. The tables, student computers, white boards and large screen computer monitor will be available for the sole use of the COLLEGE during instructional time.

The COLLEGE shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

III. Compensation

The COUNTY agrees to pay COLLEGE an amount not to exceed \$8,960.00 per school term, for a maximum of four (4) terms per calendar year, for the services outlined in Section II.A. above except for the service described in Section II.A.4. The service described in Section II.A.4. shall be billed by COLLEGE to COUNTY on a fixed fee of \$500 per eight (8) sets of textbooks as required outside of and in addition to the \$62,720 maximum value of this agreement. The maximum value is equal to seven (7) school terms that remain during the terms of this agreement.

Interim payments shall be made on the basis of requests for payment submitted as follows: COLLEGE will invoice COUNTY each school term. COUNTY will pay within thirty (30) days of receipt.

All requests for payment are subject to the approval of the COUNTY and will be submitted to Nora Jones at 1024 Main St, Oregon City OR, 97045.

IV. Liaison Responsibility

Camilo Sanchez will act as liaison from the COLLEGE for this project. Kelli Zook will act as liaison from the COUNTY.

V. Special Requirements

- A. The COUNTY and COLLEGE agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. The COLLEGE agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the COLLEGE or the COLLEGE'S employees, subject, where applicable, to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.
- C. The COUNTY agrees to indemnify, save harmless and defend the COLLEGE, its Board, Executive Leadership, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the COUNTY or the COUNTY'S employees, subject, where

INTERGOVERNMENTAL AGREEMENT

Page 3

applicable, to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

- D. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- E. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the COLLEGE which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts. The COLLEGE will maintain student records authority for the purpose of promoting instruction, career development, guidance and educational progress of the student.
- F. This agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- G. The COLLEGE is subject to Americans with Disabilities Act (ADA). By entering into this agreement COUNTY will comply with the ADA to work with the COLLEGE in addressing any accommodation requirements made by program participants.
- H. The COLLEGE will uphold the nondiscrimination policy approved by the Board. By entering into this agreement, COUNTY agrees with the COLLEGE in the timely reporting and response necessary for investigation. Nondiscrimination policy as outlined in Exhibit A.
- I. The COLLEGE will maintain student records authority for the purpose of promoting instruction, career development, guidance and educational progress of the student. By entering into this agreement, COUNTY agrees with the COLLEGE in the protection of the rights and privacy for students.

VI. Amendment

This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

VII. Term of Agreement

This agreement becomes effective upon full execution and is scheduled to terminate December 31, 2017.

INTERGOVERNMENTAL AGREEMENT

Page 4

The COUNTY certifies that sufficient funds are available and authorized for expenditure pursuant to this Agreement in Fiscal Year 2015-2016. The funds needed for the balance of the Agreement are subject to appropriation by the Board of County Commissioners during budget processes. If the Board does not appropriate funds for subsequent fiscal years for the balance of this contract, the COUNTY may immediately terminate this Agreement by giving written notice of termination to the COLLEGE. The COLLEGE shall not be entitled to compensation for any work performed after the date of such written termination notice. The COUNTY shall also have the right to accelerate or decelerate the work to match funding limitations.

This agreement is subject to termination by either of the parties when thirty (30) days' prior written notice has been provided.

Upon termination of this agreement, any unexpended balances of agreement funds shall remain with the COUNTY.

COLLEGE'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:

- (A) Reducing or withholding payment; or
- (B) Declaring a default, terminating the agreement and seeking damages and other relief under the terms of the agreement or other applicable law.

The COLLEGE agrees to perform the scope of work as described in the agreement documents and meet the performance standards set forth therein.

(Signature Page Attached)

INTERGOVERNMENTAL AGREEMENT

Page 5

DATED this _____ day of (month), (year).

**CLACKAMAS COUNTY BOARD
OF COMMISSIONERS**

**CLACKAMAS COMMUNITY
COLLEGE**

Chair

Jim Huckestein

Recording Secretary

Vice President of College Services

Date

Approved as to form

County Counsel

- Exhibit A – Clackamas Community College Nondiscrimination Policy
- Exhibit B - Course Overview

Exhibit A
Nondiscrimination Policy

The Board is committed to nondiscrimination and an environment free of harassment based on an individual's protected classes of race, color, national origin, religion, sex, age, disability, veterans' status, sexual orientation¹ or marital status. This policy prevails in matters concerning staff, students, the public, educational programs and services and individuals with whom the Board does business.

The Board directs the President and designees to develop policies and procedures to accomplish these purposes, and to do so by involving staff in their development, to announce them generally to staff and public, and to provide for their implementation.

The President shall appoint and make known the individuals to contact on issues concerning the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008 (ADA), Section 504 of the Rehabilitation Act of 1973, Title VI, Title VII, Title IX and other civil rights or discrimination issues.

A nondiscrimination and equal opportunity statement will be included in all course announcements, employment application forms, and recruiting materials for prospective students and employees.

The College will publish procedures providing for prompt and equitable resolution of student and employee complaints.

Federal civil rights law prohibit discrimination against an individual because he/she has opposed any discrimination act or practice or because that person has filed a charge, testified, assisted or participated in an investigation, proceeding or hearing. The ADA further prohibits anyone from coercing, intimidating, threatening or interfering with an individual for exercising the rights guaranteed under the Act.

END OF POLICY

Legal Reference(s):

[ORS 174.100](#)
[ORS 192.630](#)
[ORS 659.815](#)
[ORS 659.850](#)
[ORS 659.855](#)
[ORS 659.860](#)

[ORS 659.865](#)
[ORS 659.870](#)
[ORS 659A.003](#)
[ORS 659A.006](#)
[ORS 659A.009](#)
[ORS 659A.029](#)

[ORS 659A.030](#)
[ORS 659A.033](#)
[ORS 659A.040](#)
[ORS 659A.043](#)
[ORS 659A.103](#)
[ORS 659A.109](#)

¹Sexual orientation means an individual's actual or perceived heterosexuality, homosexuality, bisexuality or gender identity, regardless of whether the individual's gender identity, appearance, expression or behavior differs from that traditionally associated with the individual's sex at birth.

[ORS 659A.112](#) - 659A.139
[ORS 659A.142](#)
[ORS 659A.233](#)
[ORS 659A.236](#)
[ORS 659A.300](#)
[ORS 659A.303](#)

[ORS 659A.309](#)
[ORS 659A.320](#)
[ORS 659A.403](#)
[ORS 659A.406](#)
[ORS 659A.409](#)

[OAR 839-003-0000](#)
[OAR 589-006-0050](#)
[OAR 589-008-0100](#)
[OAR 589-010-0100](#)

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107.

Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-634; 29 C.F.R Part 1626.

Americans with Disabilities Act of 1990; Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630; 28 C.F.R. Part 35.

Equal Pay Act of 1963, 29 U.S.C. § 206(d).

Rehabilitation Act of 1973, 29 U.S.C. §§ 503, 791, 793-794.

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e.

Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212.

Wygant v. Jackson Bd. of Educ., 476 U.S. 267.

Americans with Disabilities Act Amendments Act of 2008.

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212.

Title II of the Genetic Information Nondiscrimination Act of 2008.

Cross Reference(s):

ACA - Americans with Disabilities Act

GBA - Equal Employment Opportunity

JB - Nondiscrimination: Equal Education Opportunities and Freedom of Access

EXHIBIT B

COURSE OVERVIEW

GED 2014 Instruction and Test Preparation Activities:

Course Overview: Basic academic skill development in four areas: Math, Social Studies, Language Arts, and Science. Diagnostic tests determine individual academic needs. Students who pass General Educational Development (GED) tests receive high school equivalency certificates.

Skills Assessment & Placement: Provides assessments, analysis of assessments, orientation, and next steps for students preparing for their GED or other essential skills competency. Students take assessments including but not limited to CASAS, practice GED Ready tests, and other course-related tests.

Enrollment: Open-entry/exit class. Instructor consent required. Maximum of 25 students per term enrollment cap.

Advising: Students will have access to an academic coach and the financial aid application process throughout their enrollment period. Additional college supports may also be offered to GED students as relevant to educational and career goal-seeking activities.

Graduation: For students who successfully complete the GED 2014, participation in the College annual cap and gown ceremony is available for the graduate plus four additional guests of his/her choice. Additional tickets may be available up on request. Graduates may also be celebrated with cap and gown and photo opportunity at the Transition Center on an ad hoc basis.

GED 2014 Exams: Students who are identified as good candidates to pass the official GED 2014 exams will be referred to the Testing Center at the College. There are four official GED 2014 tests which cost approximately \$38 each; the student will be responsible for paying GED testing fees directly to Pearson. There is no cost beyond the GED fee for the use of College Testing Services.

Textbooks: Corrections will purchase eight classroom sets of GED preparation texts for student use. College will assist in the purchase of the books, estimated at \$500 total, and Corrections will reimburse this one-time cost as part of this agreement. Books will be available during each class session and maintained in a locked cabinet on site at the Transition Center when class is not in session. Corrections may develop procedures for check-out services for student use off site, as desired.

Technology: Corrections will provide access to a minimum of eight computers with internet access, which will be available during class-time for student use in the Transition Center. The College will provide funding for student access to online assessment and learning tools. Instructor computer is TBD as related to hook-up necessary for use of big screen monitor in conference room.