

NAPA COUNTY MOU NO. A-8685

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this 15th day of December 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and NAPA VALLEY UNIFIED SCHOOL DISTRICT ADULT EDUCATION, whose mailing address is 1600 Lincoln Avenue, Napa, CA 94558, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, COUNTY and CONTRACTOR seek a formalized approach to the educational services provided to the Napa County Department of Corrections (the "Department"); and

WHEREAS, it is in the public interest that COUNTY and CONTRACTOR continue coordination of efforts for the purpose of incarcerated persons education; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

TERMS

NOW, THEREFORE, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to provide services to COUNTY in accordance with the terms and conditions set forth herein:

1. Term of the MOU. The term of this MOU shall commence on the date first above written and shall expire on June 30, 2025. The term of this MOU shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional one (1) year terms, unless either party gives written notice of intention not to renew no less than ninety (90) days prior to the expiration of the current term. For the purposes of this MOU, "fiscal year" shall mean the period commencing July 1 and ending on June 30.

2. Responsibilities of the Parties. CONTRACTOR and COUNTY shall each provide those respective services and/or engage in those respective activities set forth in Exhibit "A", attached hereto and incorporated by reference herein.

3. Insurance. CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this MOU, and thereafter as to matters occurring during the term of this MOU, the following insurance coverage:

(a) **Workers' Compensation Insurance.** To the extent required by law during the term of this MOU, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this MOU, including but not limited to,

coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this MOU the following liability insurance coverages, **issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:**

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this MOU. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. [RESERVED]

(3) Comprehensive Automobile Liability Insurance. [RESERVED]

(c) Certificates of Coverage. All insurance coverages referenced in 3(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Department of Corrections prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this MOU by its COUNTY number or title and department; shall be kept current during the term of this MOU; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this MOU, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this MOU, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(3) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this MOU and the

risks of liability associated with the activities required of CONTRACTOR by this MOU. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this MOU to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 3.

(f) COUNTY Insurance. Prior to CONTRACTOR commencing services and without limiting any indemnification obligation hereunder, COUNTY shall, at its cost, obtain policies of comprehensive liability insurance in the amount of no less than one (1) million dollars per occurrence/two (2) million dollars general aggregate for bodily and personal injury, including death and property damage relating to performance of the MOU. CONTRACTOR and its officers, agents, employees, and representatives shall be named explicitly in any and all such insurance policies as additional named insureds. Any policies of insurance maintained by COUNTY pursuant to this Section shall be deemed primary to any potentially applicable policy or insurance policies maintained by CONTRACTOR and its officers, agents, employees, and representatives.

4. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless COUNTY and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this MOU, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. To the full extent permitted by law, COUNTY shall defend at its own expense, indemnify, and hold harmless CONTRACTOR and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of COUNTY or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this MOU, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the sole negligence or willful acts of CONTRACTOR or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this MOU. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this MOU, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-

client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR agrees to use reasonable efforts to determine and approve the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this MOU, including completion of a satisfactory criminal/background check and periodic rechecks to the extent permitted by law.

5. Termination for Cause.

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this MOU or otherwise breach this MOU and fail to cure such failure or breach within fifteen (15) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this MOU by giving ten (10) days prior written notice to the defaulting party in the manner set forth in Paragraph 8 (Notices).

(b) The Department Director is delegated the authority to terminate this MOU in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this MOU under this Paragraph.

6. Other Termination.

(a) This MOU may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least ninety (90) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this MOU in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this MOU under this Paragraph.

7. No Waiver. The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

8. **Notices.** All notices required or authorized by this MOU shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

Napa County Department of Corrections
Attn: Susan Kuss, Staff Services Manager
1125 Third St.
Napa, CA 94558

CONTRACTOR

Napa Valley Adult Education
Attn: Coleen Petersen, Principal
1600 Lincoln Avenue
Napa, CA 94558

9. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein.

CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this MOU, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective June 20, 2017.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this MOU requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the Board of Supervisors effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

(f) Napa County Department of Corrections Operational Procedure 04.11; Prison Rape Elimination Act (PREA).

10. **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CONTRACTOR, except student education records, which relates to COUNTY's past, present, and future activities, as well as activities under this MOU. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its

Department of Corrections Director. Upon cancellation or expiration of this MOU, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) COUNTY shall abide by all applicable state and federal privacy laws with respect to student information.

11. No Assignments or Subcontracts.

(a) In General. A consideration of this MOU is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this MOU or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this MOU within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department of Corrections Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this MOU from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this MOU by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this MOU.

12. Amendment/Modification. Except as specifically provided herein, this MOU may be modified or amended only in writing and with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

13. Interpretation; Venue.

(a) Interpretation. The headings used herein are for reference only. The terms of the MOU are set out in the text under the headings. This MOU shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This MOU is made in Napa County, California. The venue for any legal action in state court filed by either party to this MOU for the purpose of interpreting or enforcing any provision of this MOU shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this MOU for the purpose of interpreting or enforcing any provision of this MOU lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this MOU shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this MOU.

14. Compliance with Laws. CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) **Non-Discrimination.** During the performance of this MOU, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this MOU subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to MOU between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this MOU by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other MOUs.

(b) **Documentation of Right to Work.** CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this MOU have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) **Inclusion in Subcontracts.** To the extent any of the services required of CONTRACTOR under this MOU are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

(d) **Prevailing Wages. [RESERVED]**

15. Taxes. CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this MOU and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY

harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

16. Access to Records/Retention. Upon reasonable written request by COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, CONTRACTOR agrees to provide access to any financial books, documents, papers and records (together referred to herein as "Finance materials") of CONTRACTOR which are directly pertinent to the subject matter of this MOU for the purpose of making audit, examination, excerpts and transcriptions, except where such Finance materials are protected by law or attorney-client privilege or contain attorney work product or confidential or proprietary information of CONTRACTOR. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

17. Authority to Contract. CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this MOU.

18. Conflict of Interest.

(a) **Covenant of No Undisclosed Conflict.** The parties to the MOU acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this MOU. CONTRACTOR agrees that if such financial interest does exist at the inception of this MOU, COUNTY may terminate this MOU immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this MOU.

(b) **Statements of Economic Interest.** CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

By executing this MOU, the COUNTY hereby determines in writing that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

19. **Third Party Beneficiaries.** Nothing contained in this MOU shall be construed to create any rights in third parties and the parties do not intend to create such rights.

20. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this MOU or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

21. **Severability.** If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

22. **Entirety of Contract.** This MOU, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire MOU between the parties relating to the subject of this MOU and supersedes all previous MOUs, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

23. **Special Terms and Conditions. [RESERVED]**

IN WITNESS WHEREOF, this MOU was executed by the parties hereto as of the date first above written.

NAPA VALLEY UNIFIED SCHOOL DISTRICT

Signed by:

Monica Ready

83EFFE79CB8D440...

By: _____

Monica J. Ready, Ed. D

Asst. Superintendent of Instructional Services



By: _____

Coleen Petersen, Principal Napa Valley Adult Education

Date 11/15/2024

Board Approval: Vera Morales

Date 11/14/24

NAPA COUNTY, a political subdivision of
the State of California

By: _____
JOELLE GALLAGHER, Chair of the
Board of Supervisors

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| APPROVED AS TO FORM Office of County Counsel By: <u>Corey S. Utsurogi, Deputy</u> Date: October 28, 2024 | APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board | ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____ |
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EXHIBIT "A"

I. DESCRIPTION OF SERVICES. A high school diploma or equivalency program shall be provided to students within the Napa County Department of Corrections jail facility by Napa Valley Unified School District's Adult Education program (CONTRACTOR).

II. OBLIGATIONS OF CONTRACTOR. CONTRACTOR shall:

- a. Provide a high school diploma or equivalency program.
- b. Ensure all instructors have passed State requirements to provide educational services.
- c. Provide the name of each instructor to perform educational services at least thirty (30) days prior to commencement of services, and before any new instructor is to provide services at the jail, to allow for security clearance processes. Contractor understands that instructors without security clearance will not be permitted to provide services at the jail facility.
- d. Ensure instructors comply with all jail policies, procedures, and safety protocols.
- e. Provide each student with textbooks and supplies as required for each lesson.
- f. Keep and maintain attendance logs, performance records and releases of information.
- g. Provide appropriate certificates to participating students who satisfactorily complete a/the course of instruction for State approved certifications.
- h. Comply with all relevant laws and regulations necessary for the purpose of providing a high school diploma/equivalency program.
- i. Bear all costs and expenses associated with the performance of a high school diploma/equivalency program.

III. OBLIGATIONS OF COUNTY. COUNTY shall:

- a. Provide adequate classroom workspace for instruction and testing.
- b. Ensure all students have passed Classification and are approved to participate in an educational program.
- c. Provide CONTRACTOR's staff training and on-going guidance on jail policies, procedures and safety protocols.
- d. Communicate immediately when an instructor does not follow safety protocols.
- e. Retain the right to revoke security clearances using the Department's sole judgment and discretion.
- f. Provide security for instructors while at the jail.