

AGREEMENT FOR THE ESTABLISHMENT OF
ACCREDITED BASIC LAW ENFORCEMENT ACADEMY AND COURSES BY THE
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT AND
THE ALAMEDA COUNTY SHERIFF'S OFFICE

I. PARTIES TO AGREEMENT

The parties to this agreement are the County of Alameda (hereinafter "COUNTY") by and through the Alameda County Sheriff's Office (hereinafter "SHERIFF"), and the Chabot-Las Positas Community College District (hereinafter "COLLEGE DISTRICT") (together the "Parties") (the "Agreement").

II. PURPOSE OF AGREEMENT

To enable the SHERIFF to present accredited courses in: (1) Basic Law Enforcement Academy (hereinafter "Academy"); (2) Ad Hoc Specialty Law Enforcement Courses (hereinafter "AHS"), as authorized by state law; and (3) To provide COLLEGE DISTRICT with part time supervisory services in the form of an On-Site Supervisor (who will be assigned to COLLEGE DISTRICT as an at-will and uncompensated temporary academic employee pursuant to California Code of Education Regulations, Title 5, Section 58058) with regard to instruction for classes offered by the COLLEGE DISTRICT in cooperation with the SHERIFF. The On-Site Supervisor is an employee of, and compensated by, the Alameda County Sheriff's Office.

The COLLEGE DISTRICT shall provide student registration. The COLLEGE DISTRICT will ensure instructors meet state faculty minimum qualifications, and oversee instruction in accordance with Title 5. The SHERIFF shall provide the necessary facilities, support staff, student recruitment, supervision, instruction, evaluation of students, as is described herein, and upon the terms and conditions set forth in Exhibits A, B, C, D, and E attached hereto.

III. TERMS AND CONDITIONS

- A. The SHERIFF shall establish and operate up to four (4) Academies per year in conformance with applicable state law and the Commission on Peace Officers Standards in Training (hereinafter, "POST"). In addition, the SHERIFF shall establish and operate AHS courses pursuant to the terms and conditions of this Agreement. During each contract year, the SHERIFF and the COLLEGE DISTRICT shall review projected enrollments and budgets for the coming year, confer, and mutually agree to the number of Academy and AHS courses to be offered each year. Should the situation warrant, the number of Academy or AHS courses may be increased and/or decreased upon mutual agreement of both Parties.
- B. The SHERIFF'S Commanding Officer (hereinafter "Commanding Officer") of the Regional Training Center (hereinafter, "RTC") and functioning as the On-Site Supervisor, shall oversee the daily administrative operations and actual implementation of the Academies and Courses described herein, in cooperation with designated COLLEGE DISTRICT representatives. The Commanding Officer of the RTC shall be the instructor of record for all Academies and

courses. The Commanding Officer, or his/her designee, shall be at the RTC at all times when courses are being offered under this agreement. The SHERIFF shall identify the Commanding Officer of the RTC in and by written notice to the COLLEGE DISTRICT.

1. The On-Site Supervisor is an "employee of the COLLEGE DISTRICT" who shall meet "Minimum Qualifications for Faculty and Administrators in California Community Colleges," for the academic position of On-Site Supervisor as established and determined by the COLLEGE DISTRICT, and as attached to this Agreement as Exhibit E.
2. The Parties represent that the On-Site Supervisor is professionally and specially trained and competent to provide the supervisory services required by the COLLEGE DISTRICT.
3. While the On-Site Supervisor is performing the required supervisory services for the COLLEGE DISTRICT, the On-Site Supervisor shall be under the primary control and direction of the COLLEGE DISTRICT and shall be a temporary academic "employee of the COLLEGE DISTRICT" as defined by the California Code of Education Regulations, Title 5, Section 58058.
4. The On-Site Supervisor shall be an at-will and uncompensated temporary academic "employee of the COLLEGE DISTRICT" during the hours of assignment to the COLLEGE DISTRICT.
5. The On-Site Supervisor shall maintain records of student achievement and attendance. Records will be open for review at all times by officials of the COLLEGE DISTRICT and submitted on a schedule developed by the COLLEGE DISTRICT.
6. The parties understand and agree that education records of students and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30. The parties agree to hold all student education records generated pursuant to this Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the eligible student's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b).)
7. Limitation on Use. The parties understand and agree that each party shall use each student education record that he or she may receive pursuant to this Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to federal and state law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, a)
8. Recordkeeping Requirements. The parties understand and agree that they shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 as applicable.
9. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized

representative or agent on this Agreement, SHERIFF and COLLEGE DISTRICT hereby acknowledge that they had been provided with the notice required under 34 C.F.R. § 99.33(d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the eligible student's written consent.

10. The On-Site Supervisor's responsibilities and duties as an "employee of the COLLEGE DISTRICT" shall include, but are not limited to, the following:

- a. Ensure instructional hours are expended in full compliance with the courses determined by the COLLEGE DISTRICT.
- b. Ensure the safety and well-being of students.
- c. Ensure the proper coordination of the delivery of instruction in order to achieve full compliance with POST regulations.
- d. Ensure continued physical presence of On-Site Supervisor or designee at the work place assigned by the COLLEGE DISTRICT during all hours of assignment as an "employee of the COLLEGE DISTRICT."
- e. Ensure the accuracy of all information on all time sheets of technical officers, instructors, and facilitators.
- f. Ensure the immediate notification to the COLLEGE DISTRICT Division Dean or designee of student drops and effective date.
- g. Ensure the proper and timely assignment, scheduling, and notification of facilitators and instructors.
- h. Ensure the complete, accurate, and timely evaluation of facilitators and instructors.
- i. Ensure regular attendance at periodic meetings with the COLLEGE DISTRICT Dean and/or designee as needed.
- j. Ensure that instruction is consistent with POST curriculum and COLLEGE DISTRICT curriculum is approved in alignment with POST.
- k. Ensure accurate and current daily student attendance records.
- l. Ensure the effective use of instructional methods, technology, testing, and remediation.
- m. Ensure the proper administering and scoring of written tests.

- n. Ensure the accurate calculation of final student grades and the prompt submission of them to the COLLEGE DISTRICT Division Dean or designee within two weeks of course completion.
 - o. Ensure the competent and prompt completion of all other assigned duties.
11. The COLLEGE DISTRICT shall provide no compensation to the On-Site Supervisor for any services rendered pursuant to this Agreement. Compensation and Workers' Compensation Insurance shall be provided by the SHERIFF in accordance with its established and standard practices.
12. For purposes of indemnification and defense of any claims, actions or lawsuits of and/or related to the On-Site Supervisor shall be considered an employee of the COLLEGE DISTRICT only during those times when the On-Site Supervisor is actually performing, on behalf of the COLLEGE DISTRICT, the responsibilities and duties listed in this Agreement at the work place assigned by the COLLEGE DISTRICT, unless otherwise held and/or interpreted to be a COLLEGE DISTRICT employee by a court of law.
- C. The COLLEGE DISTRICT Division Dean, or other designee of the COLLEGE DISTRICT Vice President of Academic Services, shall oversee the acts and obligations described herein, in cooperation with the Commanding Officer. The COLLEGE DISTRICT shall designate and identify its representative in and by written notice to the SHERIFF.
- D. The Parties agree to designate Academy trainees as "affiliated" and "nonaffiliated", hereafter referred to as students. Affiliated students are those affiliated with or sponsored by particular, local law enforcement agencies designated by the SHERIFF whereas nonaffiliated students represent other peace officer students and COLLEGE DISTRICT students not affiliated with or sponsored by a particular law enforcement agency (reference: Penal Code section 832). Wherever in this Agreement the terms "students" or "all students" may be employed, both such terms shall represent the inclusion of affiliated and nonaffiliated students.
- E. The SHERIFF agrees to perform the following functions:
- 1. Provide and furnish all instructional and training facilities, supplies and equipment at no cost to the COLLEGE DISTRICT;
 - 2. Assure that at least fifteen percent (15%) of enrollment in any Academy program shall consist of nonaffiliated students if they are available, in accordance with Penal Code section 832.3(c);
 - 3. Register all students on the first day of class and collect registration fees as per COLLEGE DISTRICT policy and pursuant to law (reference: Education Code section 76300, as such may be amended). Registration packets shall be delivered to the College Vice President of Academic Services within one week of the start of any class;
 - 4. The SHERIFF shall make payment in full to the COLLEGE DISTRICT within 30 days of receipt of registration packet invoice submitted by the COLLEGE DISTRICT;

5. Arrange for its own schedule and collection of administrative fees for students and arrange for its own schedule and collection of reasonable supplies and equipment fees, if any. Fees for nonaffiliated students shall not exceed actual costs (reference: Penal Code section 832(g));
6. Students requesting a refund of COLLEGE DISTRICT enrollment fees will be directed to the COLLEGE DISTRICT Office of Admissions and Records for refund deadlines and procedures; Fees paid by the Sheriff Department cannot be refunded to students.
7. Recruit, select, register, orient, train, supervise, provide ancillary and support services and discipline, as needed, to all students enrolled in the Academies pursuant to SHERIFF rules and standards of conduct where inconsistent with the terms and conditions of this Agreement;
8. Develop, post, and distribute written course materials and any materials required by the COLLEGE DISTRICT, including the distribution, collection and secure record-keeping of appropriate orientation and notice-consent forms, if any, that the COLLEGE DISTRICT requires to be reviewed and signed by each trainee; SHERIFF shall be responsible for provision of all licensed and copyrighted course materials necessary for students to succeed.
9. Provide to all students written notice devised by the Parties specifying that any and all trainee discipline shall follow Sheriff's Office rules and standards of conduct solely and exclusively without allowance of any resort or appeal whatsoever to the COLLEGE DISTRICT'S student disciplinary policies; students who are non-affiliated trainees, will adhere to the COLLEGE DISTRICT policies.
10. Recruit, screen, recommend, orient, train, schedule, supervise and discipline, pursuant to Sheriff's Office rules and standards of conduct, all instructors and experts hired by the COLLEGE DISTRICT for the Academies and AHS Courses;
11. Maintain minimum enrollment, minimum hours of instruction and all mandated reporting for each of the Academies and AHS Courses as required by this Agreement and by law, inclusive of all applicable Peace Officer Standards and Training (POST) and working with COLLEGE DISTRICT Administration of Justice faculty to uphold Title 5 standards and requirements, and as described in Exhibits A and B attached hereto;
12. Consistent with the above provision, notify the COLLEGE DISTRICT in writing of each curriculum and the total number of required instructional hours for each of the Academies and AHS Courses and promptly notify the COLLEGE DISTRICT of any proposed changes thereto, as such is further described in Exhibit A attached hereto. Changes shall be provided in sufficient time for the COLLEGE DISTRICTS curriculum process to approve the changes prior to the start of instruction;
13. Recruit, train, hire and employ, at SHERIFF'S sole expense, any and all support staff which

SHERIFF shall require to operate the Academies and Courses as SHERIFF sees fit and in accordance with law;

14. Provide Workers' Compensation Insurance solely at SHERIFF'S/COUNTY'S own cost and expense for all SHERIFF/COUNTY employees assigned work related to the Academies and Courses administrative support staff and Law enforcement officers employed by SHERIFF or COUNTY, though the Parties agree that in so doing, SHERIFF waives no rights of subrogation against COLLEGE DISTRICT to the extent COLLEGE DISTRICT causes or contributes to any loss or damages arising hereunder, as such understanding is consistent with the promises of indemnification stated herein; and
15. Provide COLLEGE DISTRICT with periodic review and status reports regarding progress and activities of the Academies and Courses generally, including public relations and opportunities for promotion of SHERIFF'S training programs by COLLEGE DISTRICT; administrative operations, curriculum, program development and examinations/methodologies, trainee profiles and performance, including grading, attendance, and disciplinary concerns.
16. Provide COLLEGE DISTRICT Division Dean or designee of the COLLEGE DISTRICT, a complete list of Academy and AHS courses to be offered each year, so all courses may be broadly advertised, and enrollment open to any person who has been admitted to the college and has met any applicable prerequisites.
17. SHERIFF declares and certifies that the direct educational cost of the instructional activity to be conducted under this Agreement will not be fully funded by other sources.

F. In consideration, the COLLEGE DISTRICT agrees to perform the following functions:

1. Promote the Academies and Courses by providing notice of the programs in appropriate COLLEGE DISTRICT publications;
2. DISTRICT shall review and approve the selection of the Instructor of Record recommended by the Alameda County Sheriff based on the minimum qualification for the state of California Community College system. The DISTRICT will evaluate the quality of instruction to ensure that it meets the needs of the students and other requirements of the DISTRICT. The Instructor of Record shall meet the DISTRICT's minimum qualifications consistent with requirements in other similar courses in the DISTRICT, and said instructor shall adhere to District policies regarding professional conduct, student confidentiality, and instruction.
3. DISTRICT shall ensure that course offerings meet all applicable requirements of Title 5 of the California Code of Regulations ("Title 5") and the California Education Code ("Education Code"). All registered students who satisfactorily complete an approved educational course offered under this Agreement shall receive the appropriate number of units, as listed in Exhibit A.

4. In the event POST changes curriculum, the COLLEGE DISTRICT will follow the curriculum process to approve the changes, including calling a special meeting if needed, to ensure significant curriculum changes are approved prior to the start of instruction;
5. The DISTRICT declares and certifies that it does not receive full compensation for direct education cost of the courses in Exhibit A from any public or private agency, individual or group.
6. Upon recommendations of SHERIFF, and in accordance with law (reference: Education Code § 78022), recruit, select, hire, employ, and pay all salaries and wages for the minimum number of Academy and AHS instructional personnel necessary to satisfy POST requirements and/or as mutually agreed upon by both parties. Upon mutual agreement between the SHERIFF and the COLLEGE DISTRICT, the COLLEGE DISTRICT will pay for the number of instructors necessary to ensure the safety of instruction in the areas of Vehicle Operations, Defensive Tactics, Firearms, Chemical Agents, Physical Training, and CPR/First Aid to meet POST standards as determined by the SHERIFF, typically on a 10 to 1 student to instructor ratio. COLLEGE DISTRICT will pay for two instructors for the Internal Affairs and POST Basic Supervisory courses, typically enrolled at 30 students. After determination of the student to instructor ratio, a pool of allowable instructor hours will be utilized across the instructional areas of Vehicle Operations, Defensive Tactics, Firearms, Chemical Agents, Physical Training, and CPR/First Aid. The pool of hours is determined by multiplying the instructional topic hours by the number of instructors as determined by the instructor ratio. The pool of instructor hours can be used as determined by the SHERIFF for each of the listed instructional topics, but cannot exceed the total instructor pool of hours; The COLLEGE DISTRICT will work with the SHERIFF to pay for needed Scenario instruction and exercises as financially feasible.
7. Upon recommendations of SHERIFF, and in accordance with law (reference: Education Code § 78022), recruit, select, hire, employ, and pay all salaries and wages for AHS staff where such staffing requirement and obligation shall not exceed the instructional hours equivalent of one instructor per each such program with the exceptions listed above;
8. Upon receipt of the registration packets submitted by the SHERIFF within one week of the start of any class, the COLLEGE DISTRICT shall, within 30 working days, provide a roster and a corresponding invoice to the SHERIFF;
9. Provide Workers' Compensation Insurance solely at COLLEGE DISTRICT'S own cost and expense for all instructors and experts hired by COLLEGE DISTRICT pursuant to the terms and conditions of this Agreement, though the parties agree that in so doing, COLLEGE DISTRICT waives no rights of subrogation against SHERIFF and COUNTY to the extent SHERIFF and COUNTY causes or contributes to any loss or damages arising hereunder, as such understanding is consistent with the promises of indemnification stated herein;
10. Appoint a program liaison who shall communicate regularly with the SHERIFF pertaining to all issues addressed in SHERIFF'S periodic status reports and liaison reviews specified herein; and

11. Provide ancillary and support services to all students enrolled in any Academies or Courses pursuant to this Agreement.

IV. PAYMENT FOR SERVICE

- A. In consideration for the services provided as described herein COLLEGE DISTRICT shall pay the SHERIFF the amount designated in Exhibit D for each student contact hour eligible for state general apportionment during the term of this contract.
- B. The COLLEGE DISTRICT shall pay the SHERIFF upon submission of valid invoices. Academy invoices shall be provided to the COLLEGE DISTRICT within thirty (30) working days of the conclusion of each Academy. Payment shall be made in full within thirty (30) days of the COLLEGE DISTRICT'S receipt of a valid invoice for each Academy as set forth in Exhibits B and D. Invoices for AHS shall be submitted by the SHERIFF on a fiscal quarterly basis as described in Exhibit B hereto. Payment of Administrative Fee shall be made, in full, on a fiscal quarterly basis, within thirty (30) days of the COLLEGE DISTRICT'S receipt of a valid invoice for each AHS course conducted during the preceding quarter as set forth in Exhibits B and D.
- C. During the term of this Agreement, payment for student instructional hours billed to the COLLEGE DISTRICT by the SHERIFF shall not exceed the hourly rates set forth in Exhibit D, unless mutually agreed upon, in writing, by both Parties hereto.
- D. If COLLEGE DISTRICT'S apportionment revenue changes, pay scales and all applicable payment methods shall be renegotiated in good faith by both parties within 30 days.
- E. The Parties agree that they shall each cooperate with the other diligently and in good faith to resolve any discrepancy that may arise in attendance and related computations essential for submission of any application for state apportionment and the determination of the total administrative fee.
- F. Both Parties agree and will annually certify that neither has nor will receive full compensation (regardless of source) for the direct education costs for the conduct of any classes under the purview of this agreement.

V. DURATION OF AGREEMENT

- A. This Agreement, upon its execution and ratification by both Parties, shall be effective on the first day of March 2020 and shall terminate on last day of June 2022 with opportunity for three one-year extensions through 2025 unless sooner terminated as provided herein. Any academy beginning prior to June 30 of any year shall be covered by this Agreement.
- B. This Agreement may be terminated by either Party, at its sole discretion, upon sixty (60) days advance written notice to the other and may be canceled immediately by written mutual consent.

- C. If, in the course of negotiating a mutually agreed upon renewal to this contract, the Parties have not completed negotiations by the termination date of this contract, the terms and conditions of this contract will remain in place until the new contract takes effect, so long as the Parties reflect this understanding in writing, subject to Alameda County rules and procedures. It is the intent of the parties to continue under the terms of this Agreement. This Agreement remains in effect as long as both Parties are negotiating in good faith unless terminated by either Party as stipulated.

VII. NON-DISCRIMINATION

The Parties agree that they each shall comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation, or any other non-merit, factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

VIII. DRUG FREE WORKPLACE

COLLEGE DISTRICT and COLLEGE DISTRICT'S employees acting pursuant to this Agreement shall comply with the COUNTY 'S policy of maintaining a drug-free workplace. COLLEGE DISTRICT employees acting pursuant to this Agreement shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code 812, including marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If, during the term of this Agreement, any COLLEGE DISTRICT employee who acts or is acting pursuant to this Agreement, is convicted or pleads nolo-contender to a criminal drug statute violation, the COLLEGE DISTRICT shall notify the SHERIFF or SHERIFF'S designated representative, within five days of its notice of said occurrence.

IX. ASSIGNMENT OF CONTRACT

Nothing contained in this agreement shall be construed to permit any party hereto to assign or transfer any rights under this Agreement and any such assignment or transfer is expressly prohibited and void unless otherwise approved in writing by the parties to this Agreement.

X. EMPLOYER/EMPLOYEE RELATIONSHIP

- D. It is expressly understood and agreed by the Parties hereto that no relationship of employer-employee is created by this Agreement respecting the COLLEGE DISTRICT and SHERIFF or COUNTY, or vice versa. COLLEGE DISTRICT is an independent division of the State of California incorporated wholly separate and distinct from the COUNTY, an independent entity, which such latter, wholly separate entity includes the ALAMEDA COUNTY SHERIFF'S OFFICE and all employees hired and paid by the COUNTY or SHERIFF, including all COUNTY hired and COUNTY paid administrative support personnel associated with the Academies.
- E. Under the terms and conditions of this Agreement, COLLEGE DISTRICT provides "contract education services" pursuant to Education Code sections 78020-78922 and therefore does not create

an employer-employee relationship thereby with COUNTY or SHERIFF as a matter of law. Consistent with Education Code section 78022, neither do COLLEGE DISTRICT recruited and COLLEGE DISTRICT employed instructional faculty of the Academies, hired and paid by COLLEGE DISTRICT pursuant to the aforesaid statute, constitute employees of SHERIFF or COUNTY, but represent COLLEGE DISTRICT employees exclusively as a function of law. Accordingly, it is expressly understood and agreed by the parties hereto that the COLLEGE DISTRICT, and COLLEGE DISTRICT employees providing administrative services hereunder pursuant to Education Code section 78920-22, and COLLEGE DISTRICT employees hired by COLLEGE DISTRICT pursuant to Education Code section 78022 to satisfy instructional staffing needs at the Academies as specified hereunder, are employees exclusively of the COLLEGE DISTRICT and not of the COUNTY.

XI. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the COLLEGE DISTRICT shall defend, indemnify and hold harmless the COUNTY and the SHERIFF and their officers, agents, departments, officials, representatives and employees from and against any and all claims, liabilities, loss, costs, damages, injury or death, fees, expenses, demands and actions including payment of reasonable attorneys' fees arising out of or resulting from the performance of this Agreement, or any part thereof, for any negligent act or omission of the COLLEGE DISTRICT, its sub-contractors or anyone directly or indirectly employed by the COLLEGE DISTRICT (collectively, "Liabilities").

To the fullest extent permitted by law, the COUNTY shall defend, indemnify and hold harmless the COLLEGE DISTRICT and its officers, agents, departments, officials, representatives and employees from and against any and all claims, liabilities, loss, costs, damages, injury or death, fees, expenses, demands and actions including payment of reasonable attorneys' fees arising out of or resulting from the performance of this Agreement, or any part thereof, for any negligent act or omission of the COUNTY, the SHERIFF, their sub-contractors or anyone directly or indirectly employed by the COUNTY and/or the SHERIFF (collectively "Liabilities").

It is the intent of the Parties that, where negligence is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate costs of any loss, damage, expense, and liability attributable to the Party's negligence.

XI. NOTICE OF AMENDMENTS

- A. Unless specified otherwise herein, notice shall be transmitted in writing and shall be deemed delivered upon mailing or hand delivery.
- B. This Agreement may only be changed, altered or modified by written amendment signed and dated by the Parties hereto.

XII. INTEGRATION CLAUSE

This Agreement represents the entire and integrated agreement between the parties regarding the subjects of the Academies and AHS courses. It is expressly agreed that all of the terms and conditions of this Agreement are included herein and no verbal agreements of any kind shall be binding upon the parties. Accordingly, this Agreement supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and covering the same subject matter as is addressed herein.

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the date and year above

CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT

ALAMEDA COUNTY
SHERIFF'S OFFICE



Interim Chancellor Ron Gerhard



Sheriff

6-24-20

Date

6/18/2020

Date

APPROVED AS TO FORM:

BY: _____

Name _____

Title _____

Approved as to Form

CONNIE R. ZIEGLER, County Counsel

By 

Print Name Connie R. Ziegler

EXHIBIT A

MINIMUM INSTRUCTIONAL HOURS AND MINIMUM ENROLLMENT
REQUIREMENTS

SHERIFF agrees that upon the completion of each Academy training program, SHERIFF shall accumulate and report to the COLLEGE DISTRICT a total sum of instructional hours per trainee completing each Academy program. The sum of instructional hours per trainee shall not be less than the total average instructional hours per trainee dictated by governing POST accredited standards. The parties agree that, at the time of execution, effectiveness and implementation of this Agreement, the POST Certified Basic Academy Program provides 1062 instructional hours per trainee. Accordingly, unless amended subsequently by both parties, 1062 instructional hours shall represent the minimum number of instructional hours per trainee for each Academy program conducted during the term of this Agreement. SHERIFF agrees to keep on file records of daily attendance for each Academy trainee.

Upon gaining notice of changes or proposed changes in POST curriculum requirements, SHERIFF shall notify the COLLEGE DISTRICT in writing each time said changes, or proposed changes, by state authorities results in, or will result in, amending the minimum total average instructional hours per trainee of the Academy as already defined herein. SHERIFF shall notify COLLEGE DISTRICT in writing in advance each time it seeks to institute any change in the Academy and AHS courses curriculum requirements which would result in amending the minimum total instructional hours. Should the COLLEGE DISTRICT agree to the amendment, COLLEGE DISTRICT shall sign in writing and the parties shall incorporate the same as an attachment hereto. The new minimum instructional hourly standard shall be effective upon the date so indicated in the signed amendment that shall be attached hereto.

SHERIFF shall enroll a minimum of twenty-five (25) students per Academy training program by the first day of instruction to receive any FTES revenue share for student contract hours from COLLEGE DISTRICT, and the SHERIFF shall notify the COLLEGE DISTRICT of the expected enrollments for an Academy two weeks in advance of the scheduled start of an Academy. Payment of Administrative Fee to SHERIFF for Academy students shall be made by COLLEGE DISTRICT at the rates set forth in Exhibit D. The COLLEGE DISTRICT reserves the right to cancel an Academy that does not initially enroll at least 25 students.

SHERIFF shall enroll, at a minimum, an average of twenty (20) students for AHS courses for each quarterly billing period, unless agreed otherwise in a signed writing by both parties. The average of 20 students shall be based on enrollment on the first day of instruction. Absent such a writing, should the average enrollment of twenty (20) students for AHS courses not be achieved during any quarterly billing period, SHERIFF shall receive no FTES revenue share for any student contact hours accumulated during said billing period for AHS courses offered during said period. The Sheriff shall notify the COLLEGE DISTRICT one week in advance of any course that has not pre-enrolled twenty (20) students and the COLLEGE DISTRICT reserves the right to withhold payment of administrative fee when less than fifteen (15) students enroll.

SHERIFF agrees that, upon the completion of each AHS course, SHERIFF shall accumulate and report to the COLLEGE DISTRICT within thirty (30) working days the total sum of instructional hours per trainee completing each AHS course. SHERIFF agrees to keep on file records of daily attendance for each AHS trainee.

Academy instruction provided by Chabot College will be scheduled as the following course:

ADMJ 9997 - Law Enforcement Academy (29.00 total units= 14 units lecture, 15 units lab).

Ad Hoc Specialty (AHS) courses will be optioned by the SHERIFF from the following:

ADMJ 9954 - Defensive Tactics Instructor (2.50 total units= 1.5 units lecture, 1 unit lab).

ADMJ 9965 - Internal Affairs Investigations (1.50 units lecture).

ADMJ 9969 - Firearms Instructor (1.00 unit lab).

ADMJ 9979 - Basic Police Cyclist (1.50 units= 1 unit lecture, .5 unit lab).

ADMJ 9980 - Rifle Marksmanship and Sniper/Observer (2.00 units= 1.5 units lecture, .5 unit lab).

ADMJ 9982 - Patrol Rifle Instructor (1.50 units= 1 unit lecture, .5 unit lab).

ADMJ 9987 - Basic S.W.A.T. (2.50 units= 1.5 unit lecture, 1 unit lab).

ADMJ 9995 - Firearms/Tactical Rifle for the First Responder (0.50 unit lecture).

ADMJ 9998 - POST Basic Supervisory (4.50 units lecture).

(END OF EXHIBIT A)

EXHIBIT B

RECORD KEEPING, REPORTING, ADMINISTRATIVE AND COMPUTATIONAL
PROCEDURES RELATING TO DETERMINATION AND PAYMENT OF
ADMINISTRATIVE FEE TO SHERIFF

1. SHERIFF shall record and maintain reports of daily attendance and instructional hours per trainee relating to each Academy and AHS course (hereinafter, "daily attendance report"). The reports shall be compiled in a form and manner to be prescribed by the COLLEGE DISTRICT.
2. SHERIFF shall maintain records of Academy and AHS student enrollment attempts. Title 5 regulations limit the number of times a student may enroll in a non-repeatable course. Most courses are considered non-repeatable. All prior attempts within the COLLEGE DISTRICT, including substandard academic work (grading symbols "D," "F," "NP," "NC,"), and withdrawals ("W") count toward the enrollment limit. Any student contact hours for students exceeding the enrollment limit will not count towards state apportionment or administrative fee calculations.
3. SHERIFF shall include in the daily attendance reports the attendance and instructional hours completed by all registrants, even where a registrant did not complete the training program but withdrew, canceled, or was removed from the program prior to its completion. Such reports of instructional hours of non-completing students shall be used only for purposes of perfecting state apportionment reporting and will not affect, or count towards, any administrative fee calculations.
4. Upon the conclusion of each Academy and/or AHS course, SHERIFF shall transmit the related attendance reports to the COLLEGE DISTRICT Director of Admissions and Records. The attendance reports relating to a completed Academy and/or AHS course shall hereinafter be referred to collectively as a "cumulative daily attendance report." SHERIFF keeps attendance records for a minimum of five years.
5. COLLEGE DISTRICT shall review and process each cumulative daily attendance report for submission and application for state apportionment in keeping with its general policies and procedures regarding such administrative function. The parties acknowledge this process entails a collaborative process in which SHERIFF must be available to review processed records and answer reasonable queries and provide final approvals in order to expedite the process. Accordingly, the parties hereby agree that SHERIFF and COLLEGE DISTRICT shall cooperate and settle upon a routine and set of procedures as shall be reasonably necessary to enable COLLEGE DISTRICT to process the daily attendance reports effectively and efficiently, as the following so describes generally:
 - 5.1 At the conclusion of each Academy and/or AHS course, SHERIFF, or his designee, is responsible for electronically transmitting the daily attendance records (cumulative daily attendance report) through the COLLEGE DISTRICT Class Web system. The COLLEGE DISTRICT Director of Admissions and Records will be responsible for promptly reviewing and reconciling the records. COLLEGE DISTRICT will support successful input by SHERIFF into COLLEGE DISTRICT's Class Web system.

- 5.2 Upon reconciliation by the COLLEGE DISTRICT Director of Admissions and Records, the COLLEGE DISTRICT Vice President of Administrative Services shall order payment at the rate(s) set forth in Exhibit D.

The rate of payment for the Academy will be determined by calculating the total number of students starting for each Academy. Payment at the rates set forth in Exhibit D for each student shall be rendered for each trainee starting each Academy and AHS course.

6. The COLLEGE DISTRICT shall pay the SHERIFF upon submission of valid invoices. Invoices shall be provided to the COLLEGE DISTRICT within thirty (30) working days from the conclusion of each Academy course. Payment shall be made in full within (30) thirty days of the COLLEGE DISTRICT'S receipt of a valid invoice for each Academy course at the rates set forth in Exhibit C.
7. Invoices for AHS courses shall be submitted by the SHERIFF to COLLEGE DISTRICT on a fiscal quarterly basis. Quarter 1 is July 1 through September 30. Quarter 2 is October 1 through December 31. Quarter 3 is January 1 through March 31. Quarter 4 is April 1 through June 30. Quarterly billing for AHS courses shall be submitted by SHERIFF in the month following each quarter; bills will therefore be submitted in October, January, April, and July of each year during the term of this Agreement at the rates set forth in Exhibit D. Payment shall be made in full, on a quarterly basis for AHS and CPT courses within (30) thirty days of the COLLEGE DISTRICT'S receipt of a valid invoice for each preceding quarter. COLLEGE DISTRICT shall remit administrative fee payment to SHERIFF within thirty (30) days upon receipt of the SHERIFF'S valid invoice.

(END OF EXHIBIT B)

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS		
	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
<p>Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:</p>		
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability Allowed vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or towing related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees.	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Including Medical Malpractice for medical related Agreement	\$1,000,000 per claim
E	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. 5. SUBCONTRACTOR S: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (1108 Madison Street, Room 233, Oakland, CA 94607) 	

EXHIBIT D

PAYMENT OF ADMINISTRATIVE FEE TO SHERIFF FOR
ACADEMY STUDENTS AND AHS COURSES

Billing Rates	
Four (4) Sheriff's Basic Law Enforcement Academies	\$2.50 per student contact hour for 35 or more students who start the course; \$2.00 per student contact hour for 30-34 students who start the course; \$0.00 per student contact hour for less than 30 students who start the course;
Certificates Awarded	Will be reviewed at future point.
Ad Hoc Specialty Law Enforcement (AHS) Courses	\$2.00 per student contact hour for students who start the course.

(END OF EXHIBIT D)

EXHIBIT E
MINIMUM QUALIFICATIONS FOR FACULTY AND ADMINISTRATORS IN
CALIFORNIA COMMUNITY COLLEGES (ADMINISTRATION OF JUSTICE)

Administration of Justice (Police science, corrections, law enforcement)	Any bachelor's degree and two years of professional experience, or any Associate degree and six years of professional
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(Reference: Minimum Qualifications for Faculty and Administrators in California Community Colleges. California Community Colleges Chancellor's Office, Eloy Ortiz Oakley, Chancellor. 2018)

(END OF EXHIBIT E)