

**REQUEST TO PLACE CONTRACT ON GOVERNING BOARD AGENDA**

**DATE:** May 24, 2013  
**TO:** David Wetmore, Director of Purchasing  
**FROM:** Bob Kratochvil, Los Medanos College  
(COLLEGE PRESIDENT)

**CONTRACT PERIOD: (MONTH/DAY/YEAR)**

**START DATE:** July 1, 2013      **END DATE:** June 30, 2014

**THE GL # THE CONTRACT IS TO BE CHARGED TO OR AUGMENTED (IF REVENUE):**

11-01-308001-210550-55640

**CAMPUS CONTACT FOR THIS CONTRACT:** David Wahl, Special Projects Manager

**CONTRACTOR INFORMATION:**

*\*Contract No. 7030 or New Contract (yes/no)*

**NAME:** Contra Costa County Office of the Sheriff  
**ADDRESS:** 651 Pine Street, 7<sup>th</sup> Floor  
Martinez, CA 94553

**TAX ID #:** #0910354 (or Vendor ID)

*\* (Please include a W-9 for new vendors)*

**TYPE OF CONTRACT:**

REVENUE TO DISTRICT  
 COST TO DISTRICT  
 CATEGORICAL  
 NO COST TO DISTRICT

**NATURE OF SERVICES:** Amendment to Instructional Services Agreement for Los Medanos College basic law enforcement academy courses conducted by the Contra Costa County Office of the Sheriff Law Enforcement Training Center to increase total hours of instruction payable to the County for the current fiscal year.

**CONTRACT COMPENSATION:**

**HOURLY RATE:** \$3.75 per student instructional hour  
**OTHER:**  
**TOTAL AMOUNT:** Not to exceed \$393,750

## AGREEMENT FOR INSTRUCTIONAL SERVICES

This Agreement is entered into between the Contra Costa Community College District ("District") and Contra Costa County ("County").

### RECITALS

- A. The District educates and trains students in a wide variety of instructional programs, and has established an Administration of Justice instructional program, pursuant to California Education Code section 78015. The program has been approved by the State Chancellor's Office and the courses have been approved by the District's curriculum committee.
- B. The County, through its Sheriff's Office, has the experience, equipment, resources, and staff necessary to provide training and instruction in the area of Administration of Justice to students enrolled in the District.
- C. The purpose of this Agreement is to permit employees of the County Sheriff's Office to provide training and instruction in the area of Administration of Justice to students enrolled in the District.
- D. This Agreement is authorized by Education Code section 78015; and Title 5, California Code of Regulations, sections 51006, 53410, 55002, 55005, 55230-55232, 55805.5, 58051.5, 58055, 58056, 58058, and 58102-58106.

NOW, THEREFORE, the parties agree as follows:

### Section 1. SERVICES TO BE PROVIDED BY DISTRICT

- (a) District will offer the educational courses ("Courses") specified in Attachment A, which is attached and incorporated by reference.
- (b) District shall ensure that the Course meet all applicable requirements of the California Education Code and Title 5 of the California Code of Regulations.
- (c) District will provide a coordinator ("Coordinator") to work with the Instructor. The Coordinator shall support and communicate with the Instructor concerning all educational courses taught by the County.
- (d) District, in accordance with its curriculum procedures, will approve the content, curriculum, and methods of instruction used in each Course. District will provide to the Instructor faculty orientation services, instructor manuals, course outlines, curriculum materials, testing and grading procedures and any other services it provides to its hourly instructors.
- (e) District will determine minimum class sizes.

- (f) District will process student applications and enroll students in each Course. A successful enrollment means that each student has completed an enrollment application provided by District, the application has been delivered to and accepted by District's registration office, and the applicant has met all requirements, including, if applicable, the standard college student liability and medical care coverage.
- (g) District shall provide the following services to students enrolled in each Course, in accordance with the District's standards as disclosed in the District's publications:
- Recruitment of students
  - Placement testing
  - Advising
  - Counseling
  - Registration and enrollment of all students on District-approved registration forms
  - Maintenance of student rosters
  - Evaluation of student progress
  - Record keeping
  - Withdrawal of students prior to course completion
- (h) District reserves the right to cancel the offering of any Course that does not meet the approved curriculum or needed capacity of enrollment for District to be compensated by the state for apportionment. Cancellation of any Course by the District must be provided in writing to County prior to the start date of the course.
- (i) District will provide Course admission forms to prospective students.
- (j) District shall provide current course outlines for each Course and shall take steps to keep its college Catalog current regarding its designated programs.
- (k) District will open enrollment in each Course to any person who has been admitted to a District college and has met all applicable prerequisites, advisories, and limitations on enrollment. (Calif. Code of Regs., Title 5, Sections 51006 and 58106.)
- (l) District will enroll students in each Course or course sections during the period advertised for scheduled courses to be offered through the add date of the courses to be offered for County.
- (m) District will advertise each Course in the schedule of classes, post them online on its website, or publish and distribute them in accordance with District methods of approved updates.
- (n) District shall track enrollment fees of students enrolled in each Course.

- (o) District certifies that it is not receiving full compensation for the direct education costs of the courses described herein from any public or private, individual or group. District is responsible for obtaining certification verifying that the instructional activities are not fully funded by other sources. (A copy of the certification is attached hereto and incorporated herein as Attachment B). (Calif. Code of Regs, Title 5, Section 58051.5; Education Code Section 84752).
- (p) District will comply with the requirement of Calif. Code of Regs., Title 5, Sections 55230-55232, concerning approval by adjoining community college districts and use of non-District facilities.

**Section 2. SERVICES TO BE PROVIDED BY COUNTY**

- (a) County will provide at least one instructor for each Course ("Instructor"). County shall recommend instructors, in collaboration with District personnel, and ensure that all instructional training will be conducted by individuals who meet the criteria established by the California Community College Board of Governors for occupational/vocational instructors. (Calif. Code of Regs, Title 5, Section 53410 and the Instructors qualifications are attached as Attachments C and D)
- (b) For each Course, County will develop appropriate lecture and practical application materials, and develop and present educational support lectures. The materials and lectures will be developed in conjunction with District, under the supervision and control of a District employee who has met the minimum qualifications for instruction in occupational/vocational education in a California Community College.
- (c) County will permit District to have access to its existing current course outlines and other POST approved course outlines.
- (d) For each Course, County shall provide classroom space at 340 Marina Blvd., Pittsburg, CA 94565. County will establish the maximum class size for each Course.
- (e) County will ensure that Instructor, before agreement is submitted to District, executes an agreement in the form of the document attached as Attachment E.
- (f) County will provide at its own expense firearms, magazines and batons for County students, non-sponsored students, and allied agency students to use while attending and participating in firearms, baton, and defensive tactics training during the course of instruction. Students from other agencies shall furnish their own previously mentioned equipment. County shall have the exclusive right to determine and authorize the type, make and model of equipment to be used during its instruction. Any students who depart from the use of approved equipment by County must be authorized by County.

- (g) County will provide District with a list of students who are scheduled to attend each course. Upon completion of the course, County will provide an alphabetical listing with students' name, social security, daily course hours attended, total hours attended, grade (credit/no credit), course name, course number, dates of instruction, along with the completed applications and an invoice for payment.
- (h) County will maintain records of student attendance and achievement.
- (i) County reserves the right to cancel the offering of any Course. Cancellation of any Course by the County must be provided in writing to District prior to the start date of the course.

**Section 3. AREAS OF MUTUAL COOPERATION.**

- (a) County and District agree to consult and cooperate regarding any changes in curriculum, hours, units of credit, or other course changes, but the decision of District as to all academic matters and compliance with educational requirements imposed by law is final.
- (b) County and District will mutually agree upon the number of instructors that will instruct each Course, the ratio of instructors per student, and the subject area to be taught.
- (c) The parties will mutually agree on the days and times of each Course.
- (d) County and District will cooperate to ensure that all personnel, equipment, and materials used in providing instruction under this Agreement conform to Education Code and Title 5, California Code of Regulations, mandated standards governing instructional programs.
- (e) District and County will collaborate in the evaluation of each Instructor to ensure and maintain the quality of instruction to meet the needs of the students and the accreditation requirements of the District. In addition, District and County will collaborate to ensure that Instructors teach Courses in a manner consistent with District-approved course outlines and hold students to a level of academic achievement expected throughout the District.

**Section 4. EMPLOYEE STATUS.**

Pursuant to California Code of Regulations, title 5, section 58058, District shall have the primary right to control and direct the educational program and the activities of Instructor. Notwithstanding the foregoing, Instructor shall remain an employee of his or her agency while providing services under this Agreement. District shall not be responsible for the payment of any salary or provision of any employee benefits to Instructor, except that for purposes of worker's compensation, the District is considered the "primary employer" of Instructor while Instructor is providing services under this Agreement.

**Section 5. PAYMENT.**

- (a) In consideration for the services provided within this Agreement, District shall pay County \$3.75 for each student for each instructional hour. Instructional hours are defined as those hours that are reported on the District's CCFS-320, California Community Colleges Apportionment Attendance Reports.
- (b) For fiscal year 2013-2014, said hours shall not exceed 200 FTES (Full-Time Equivalent Student) or \$393,750 unless mutually agreed to prior to July 1, 2014.
- (c) District will pay Independent Contractors, as identified by the County and at a rate specified by the County, a maximum of \$3500 per individual per fiscal year for services provided to the County. This amount will be deducted from the invoices submitted by the County.
- (d) County shall submit monthly invoices to District for services County provides pursuant to this Agreement.
- (e) District will pay County no later than 30 days from the date of the invoice. Payments shall be sent to:
  - Office of the Sheriff
  - 651 Pine Street, 7<sup>th</sup> Floor
  - Martinez, CA 94553
- (f) If for any reason this Agreement is terminated prior to the end of the term, County shall submit a cost report to District that shows the final costs owed by District to County. District will pay County within 30 days of receipt of the cost report.
- (g) If District disputes any invoice, then District shall notify County, in writing within 60 calendar days of receipt of invoice. Instructor and Coordinator will be responsible for resolving the dispute.
- (h) Under no circumstances may County charge students any fees above and beyond the enrollment fee authorized by Education Code section 76300 (currently \$46 per unit), and/or any other fees not specifically authorized by law. (Calif. Code Regs, Title 5, Section 51012).

**Section 6. HOLD HARMLESS AND INDEMNITY.**

County agrees to indemnify and hold harmless District from the County's share of any and all claims, costs and liability for any damages, injury or death of or to any person or the property of any person, including attorneys fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the County in the performance of this Agreement. Under no circumstances shall County have any liability to District or to any other person or entity, for consequential or special damages, or for any damages based on loss of use, revenue, profits or business opportunities arising from or in any way relating to County's performance under this Agreement.

District shall indemnify and hold harmless County, its officers and employees from the District's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the District, its officers or employees.

**Section 7. NOTICES.**

All correspondence regarding this Agreement, including invoices, payments, and notices, shall be directed to the following persons at the following addresses and telephone numbers:

COUNTY:  
Office of the Sheriff  
651 Pine Street, 7<sup>th</sup> Floor  
Martinez, CA 94553

DISTRICT:  
Contra Costa Community College District  
500 Court Street  
Martinez, CA 94553

**Section 8. TERM AND TERMINATION.**

- (a) This Agreement shall be for one year, commencing July 1, 2013 and terminating June 30, 2014 unless terminated by either party in the manner set forth herein.
- (b) Either party may terminate this Agreement, without cause, with ninety (90) days written notice.

**Section 9. NO THIRD PARTY BENEFICIARIES.**

Nothing in this Agreement is intended, nor shall it be construed, to create rights inuring to the benefit of third parties.

**Section 10. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement between the parties and all prior understandings or agreements, oral or written, regarding this matter are superseded. This Agreement shall not be modified except by written mutual agreement signed by the parties.

COUNTY

DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

## ATTACHMENT A

List of Approved Courses of Instruction in the District Catalog. This list may be revised upon written mutual agreement of the parties.

- (a) Basic Law Enforcement Academy Module III (ADJUS-001)
- (b) Basic Law Enforcement Academy Module II (ADJUS-002)
- (c) Basic Law Enforcement Academy Module I (ADJUS-003)
- (d) Basic Law Enforcement Academy I (ADJUS - 005A)
- (e) Basic Law Enforcement Academy II (ADJUS - 005B)
- (f) Basic Law Enforcement Academy (ADJUS – 005)

ATTACHMENT B

County certifies that the direct education costs of the activity in the proposed contract are NOT fully funded through other sources.

County understands that the partnership with Los Medanos College is intended to augment the resources of the course in order to fully fund the direct costs.

County understands the California Code of Regulations and certifies compliance with Section 58051.5 of Subchapter 1 of Chapter 9 of Division 6 of Title 5.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## ATTACHMENT C

### **§ 53410. Minimum Qualifications for Instructors of Credit Courses, Counselors, and Librarians.**

The minimum qualifications for service as a community college faculty member teaching any credit course, or as a counselor or librarian, shall be satisfied by meeting any one of the following requirements:

- (a) Possession of a master's degree, or equivalent foreign degree, in the discipline of the faculty member's assignment.
- (b) Possession of a master's degree, or equivalent foreign degree, in a discipline reasonably related to the faculty member's assignment and possession of a bachelor's degree, or equivalent foreign degree, in the discipline of the faculty member's assignment.
- (c) For faculty assigned to teach courses in disciplines where the master's degree is not generally expected or available, which are, generally, disciplines in specialized technical, trade, or industrial fields, either of the following:
  - (1) Possession of a bachelor's degree, or equivalent foreign degree, plus two years of professional experience directly related to the faculty member's assignment; or
  - (2) Possession of an associate degree, or equivalent foreign degree, plus six years of professional experience directly related to the faculty member's assignment.

**ATTACHMENT D**

**Instructor Qualifications**

1. Attached is the CV or resume of instructor(s) for course or courses contained in subject contract.

**James D. Harbison**  
303 Apollo Way  
Pleasant Hill, CA 94523  
Home Phone (925) 287-8453

---

## **LAW ENFORCEMENT RESUME**

---

**2010-Present Lieutenant, Contra Costa County Office of the Sheriff**

- Lieutenant, Academy Director, LETC

**2006-2010 Sergeant, Contra Costa County Office of the Sheriff**

- Sergeant, Academy Coordinator, LETC
- Sergeant, Patrol Division, Muir Station
- Sergeant, Patrol Division, Oakley Police Department
- Sergeant, West County Detention Facility
- Sergeant, Defensive Tactics Training Team

**2002-2006 Deputy Sheriff, Contra Costa County Office of the Sheriff**

- Lead Detective, Corporal, Oakley P.D.
- Field Training Officer, Oakley P.D.

**2001-2002 Police Officer, Town of Moraga**

- Patrol Officer
- Chemical Agents Instructor

**2000-2001 Academy Coordinator, Napa Police Academy**

- Supervised Academy staff
- Supervised and facilitated all instruction and testing processes

**1995-1998 Police Officer, Richmond Police Department**

- Investigated narcotic traffickers as member of METRO
- Patrol Officer

**1986-1995 Police Officer, Walnut Creek Police Department**

- Recruit Training Officer, assigned to Los Medanos Police Academy
- Defensive Tactics Instructor
- Field Training Officer

---

## **EDUCATION AND CERTIFICATES**

---

- Master of Public Administration, California State University, Hayward
- Bachelor of Science, Business Administration, California State University, Hayward
- POST Supervisory Certificate
- Published author, Police Magazine

## **Jefferey M. Kruger**

**P.O. Box 4523 Antioch, CA 94509 FocalPointPI@aol.com (925) 864-1232**

### **Qualifications**

- State Licensed Private Investigator
- Former Police Officer / Detective
- Former US Marine Corps Captain

### **Education**

- B.S. Criminal Justice 1988  
Sacramento State University  
Sacramento, CA

### **Professional Experience**

#### **Contra Costa County Office of the Sheriff – Sheriff Aide / Sheriff Specialist**

- Sheriff Aide – Worked at the county's maximum security detention facility and in the fast paced Central Control Room, Coordinated family and professional visits for inmates and managed inmate clothing and property rooms.
- Sheriff Specialist – Worked in the departments Public Relations and Crime Prevention Unit setting up neighborhood watch programs and giving public service announcements on crime prevention. Currently working as the Police Academy Administrator. Duties include certifying part time and full time academy classes with the state. Updating, modifying and building course outlines and ensuring academy instructors meet state teaching qualifications.

#### **Private Investigator – Owner of Focal Point Investigations**

- Gained extensive experience in the operation and management of a small business. Specialized in surveillance, locating hard to find people and conducting thorough background investigations for the Nevada Department of Public Safety.

#### **Law Enforcement – Detective**

- Served a total of 11 years in a diverse, high crime city and fast paced environment
- 9 years experience in the patrol bureau
- 5 years experience in the city's high risk entry search warrant team
- 3 years experience as a certified Crime Scene Investigator (CSI)
- 3 years experience working in the department's elite METRO unit. While in this unit, I worked with the DEA's Mobile Enforcement Team and the California DOJ's Bureau of Narcotics Enforcement
- 2 years experience as a child abuse, domestic violence and juvenile crimes detective
- Expert Superior Court witness in narcotics
- Expert Superior Court witness in child abuse and domestic violence
- Certified Drug Recognition Expert (DRE)
- Possess advanced California POST certificate

**U.S. Marine Corps – Regimental Supply Officer**

- Served a total of 4 years in the Marine Corps attaining the rank of Captain
- Responsible for the overall supply readiness of 4,870 Marines. Directly supervised 5 junior officers and 46 enlisted Marines. Forecasted and budgeted for major military exercises. Developed and implemented training programs. Coordinated with foreign civilian and military government officials.
- Responsible for a regimental supply budget exceeding 40 million dollars
- Desert Shield / Desert Storm veteran. Contracted supplies and equipment with the governments of Saudi Arabia, Oman, the United Arab Emirates and Israel.

**Employment dates**

1/08 – Present	Sheriff Specialist	CCSO	Martinez, CA
5/05 – Present	Private Investigator	Focal Point Investigations	Antioch, CA
5/94 – 2/05	Police Officer/Detective	Richmond P.D.	Richmond, CA
11/88 – 11/92	Supply Officer	U.S. Marine Corps	Camp Lejeune, NC

**Ashley Ann Vallis**

4404 Wolf Way, Antioch, CA 94531

(925)642.1801

[avallis@so.ccccounty.us](mailto:avallis@so.ccccounty.us)

**Personal Statement**

I pride myself on being a natural leader. I am enthusiastic about my work, and I have always given 100% to every task assigned to me. I am proactive and like to take initiative. I am constantly looking for an opportunity to improve upon my work. I am punctual, professional and able to maintain a cool and calm head while under pressure. I believe in working hard, and I will excel in any task given to me.

**Education**

POST Basic Academy Certificate 166 Basic Academy-Law Enforcement Training Center, Pittsburg, CA	Fall 2010
B.S. Degree in Business California Polytechnic State University San Luis Obispo, San Luis Obispo, CA 3.155 G.P.A.	Winter 2009
Minor in Foreign Language California Polytechnic State University San Luis Obispo, San Luis Obispo, CA Concentration in Spanish	Winter 2009
High School Diploma Deer Valley High School, Antioch, CA	2005

**Work Experience & Affiliations**

<b>Contra Costa Office of the Sheriff, Deputy Sheriff</b> <ul style="list-style-type: none"><li>• Assigned to West County Detention Facility (WCDF) for approximately 2.5 years</li><li>• Member of the WCDF Sheriff's Emergency Response Team</li><li>• Field Training Officer at the WCDF</li><li>• Selected as Recruit Training Officer for the Intensive Academy</li></ul>	2010-Present
<b>Cal Poly Women's Soccer Team, Cal Poly State University</b> <ul style="list-style-type: none"><li>• Team captain 2008 season</li><li>• Worked closely with Coach Alex Crozier to make decisions about team</li><li>• Assisted in managing exercises and practices</li><li>• Supervised, and used judgment in determining how to lead team</li><li>• Volunteered in community</li></ul>	2005-2008
<b>Cal Poly Soccer Camp, Cal Poly Corporation</b> <ul style="list-style-type: none"><li>• Supervised a group of young adults in their soccer training</li><li>• Demonstrated technique, and taught advanced soccer skills</li><li>• Responsible for the well being of the athletes during and after camp hours</li><li>• Assisted camp director in setting up camp schedule, drills, and equipment</li></ul>	2006-2008

**Little Champs Sports Camp, Brentwood, CA**

2005-2006

- Coached group of elementary school children
- Served as disciplinarian when problems arose.
- Responsible for children's well-being during camp hours.

**Accomplishments**

Selected as one of the Captain's for the West County Detention Facility's Sheriff's Emergency Response Team

Summer  
2012

Selected as a Field Training Officer at the West County Detention Facility

Summer  
2012

Team Captain of Cal Poly Women's Soccer Team

2008  
Season

Big West All-Academic Team

Fall 2005,  
2007, 2008

Dean's List

Spring 2008

**CRAIG J. ZAMOLO**  
620 Sugarloaf Ct  
Walnut Creek, California, 94596  
(925) 457-1887 [cizamolo@aol.com](mailto:cizamolo@aol.com)

- Education:** MPA, California State University, Hayward, 1994  
BA, Criminal Justice, Sacramento State University, Sacramento, 1979  
Full-time Limited Service Teaching Credential
- Employment:** Contra Costa County of the Sheriff, Martinez, California, 94553
- 8-2011 to Present** Deputy Sheriff:  
  
Recruit Training Officer for the Modular Academy, Detention and Court Security
- 1984 to 12-2010** Walnut Creek Police Department, California, 94596  
Served in every capacity from patrol officer to Chief of Police and in every major division of a mid-sized municipal police department (119 sworn officers).
- Served as interim chief of police from January to July 2008; continue to serve as acting chief in the absence of the Chief of Police
  - Prepare final disposition of all personnel actions including hiring, promotion and discipline for the Chief of Police
  - Manage departmental operation budget (\$21M per annum)
  - Respond to and manage acute critical incidents and unusual police situations
  - Departmental liaison to City Council
  - Supervise and direct department command and administrative personnel
- 1977 to 1983** Pleasant Hill Police Department, Pleasant Hill, California, 94523  
Police Officer
- Specialized Experience:** Member, commander and training officer for special weapons and tactics (SWAT) unit.
- Developed techniques and policies for response to challenging tactical situations
  - Established selection and training programs for SWAT and negotiations personnel
  - Directed SWAT and field units in numerous tactical incidents including barricaded subjects, high risk search warrant service and suicidal subjects
- Defensive Tactics Instructor
- Trained personnel in defensive tactics and armed and unarmed self defense
  - Testified as an expert witness in use of force, defensive tactics and related law enforcement fields
- Co-inventor of The WRAP™ restraint
- Permits the safe control and transport of violent subjects
  - 5,250 units in use by law enforcement, security and corrections agencies worldwide
  - Developed and provide training for the employment and use of the WRAP™
- Community College, Police Academy and Private Instruction and Training
- Prepared and instructed courses on defensive tactics, survival skills, etc.

- Proved instruction to more than 20,000 students from various disciplines including police and sheriffs' departments, junior colleges, the security industry and foreign and domestic corporations
- Owner and operator, Safe Restraints, Inc.

**Certification:** POST Executive certificate  
FBI National Academy graduate  
FBI Executive Media Relations  
FBI Tactical Commander's School  
California Adult Teaching Credential

**Awards and Recognition:** Commencement speaker 1992 Supervisory Leadership Institute (POST)  
In excess of 50 letters of appreciation from citizens, City administrators and victims of crimes  
Citation for implementation of Departmental Mobil Data Terminal (MDT) program or automated records management system, conversion to improved personal firearms (Sig Sauer) and training

**Memberships:** California Commission on Peace Officer Standards and Training Advisory Committee  
California Police Officers Association  
International Law Enforcement Education Training Association (ILEETA)

## ATTACHMENT E

### Agreement for Academic and Occupational/Vocational Program Instruction

This agreement is between the Contra Costa Community College District ("District") and James Harbison ("Instructor").

1. This Agreement is entered into pursuant to California Code of Regulations, Title 5, section 58058.
2. Instructor will provide instruction in one or more of the courses listed in Attachment A.
3. The Instructor's responsibilities and duties as an employee of the District shall include, but are not limited to, the following:
  - a. Ensure that training time is expended in full compliance with the course objectives determined by the District.
  - b. Ensure the safety and well-being of students.
  - c. Be in sufficient physical proximity and range of communication to provide immediate instructional supervision and control of all students in his/her classes.
  - d. Ensure the accuracy of all information on all time sheets of technical officers and facilitators.
  - e. Ensure the immediate notification to the District of a student drop rate.
  - f. Ensure the proper and timely assignment, scheduling and notification of facilitators.
  - g. Ensure the complete, accurate and timely evaluation of facilitators.
  - h. Ensure regular attendance at periodic staff meetings with District Coordinator.
  - i. Ensure that all handouts prepared or utilized by facilitators are appropriate prior to submitting them to the District Coordinator for approval.
  - j. Ensure accurate and current daily student attendance records.
  - k. Ensure the effective use of instructional methods, technology, testing and remediation.
  - l. Ensure the accurate calculation of final student grades and the prompt submission of them to the District Coordinator within two weeks of course completion.
  - m. Ensure the competent and prompt completion of all other assigned duties.

- n. Ensure that he/she does not have any other assigned duties during the instructional activity for which attendance is being claimed.
  - o. Be familiar with and comply with all relevant District policies, rules and regulations, including but not limited, to those related to student safety, grading, attendance, sexual harassment and discrimination.
4. District will pay Contra Costa County ("County") for Instructor's services pursuant to the Agreement for Instructional Services between District and County.
  5. Instructor certifies that he/she meets the minimum qualifications or equivalent for this teaching assignment, which are attached to this Agreement.
  6. Pursuant to California Code of Regulations, title 5, section 58058, District shall have the primary right to control and direct the educational program and the activities of Instructor. Notwithstanding the foregoing, Instructor shall remain an employee of the County while providing services under this Agreement. District shall not be responsible for the payment of any salary or provision of any employee benefits to Instructor, except that for purposes of worker's compensation, the District is considered the "primary employer" of Instructor while Instructor is providing services under this Agreement.
  7. Instructor agrees that he/she shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. Instructor understands that harassment of any student or employee of District with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

DISTRICT

INSTRUCTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT E

### Agreement for Academic and Occupational/Vocational Program Instruction

This agreement is between the Contra Costa Community College District ("District") and Craig Zomolo ("Instructor").

1. This Agreement is entered into pursuant to California Code of Regulations, Title 5, section 58058.
2. Instructor will provide instruction in one or more of the courses listed in Attachment A.
3. The Instructor's responsibilities and duties as an employee of the District shall include, but are not limited to, the following:
  - a. Ensure that training time is expended in full compliance with the course objectives determined by the District.
  - b. Ensure the safety and well-being of students.
  - c. Be in sufficient physical proximity and range of communication to provide immediate instructional supervision and control of all students in his/her classes.
  - d. Ensure the accuracy of all information on all time sheets of technical officers and facilitators.
  - e. Ensure the immediate notification to the District of a student drop rate.
  - f. Ensure the proper and timely assignment, scheduling and notification of facilitators.
  - g. Ensure the complete, accurate and timely evaluation of facilitators.
  - h. Ensure regular attendance at periodic staff meetings with District Coordinator.
  - i. Ensure that all handouts prepared or utilized by facilitators are appropriate prior to submitting them to the District Coordinator for approval.
  - j. Ensure accurate and current daily student attendance records.
  - k. Ensure the effective use of instructional methods, technology, testing and remediation.
  - l. Ensure the accurate calculation of final student grades and the prompt submission of them to the District Coordinator within two weeks of course completion.
  - m. Ensure the competent and prompt completion of all other assigned duties.

- n. Ensure that he/she does not have any other assigned duties during the instructional activity for which attendance is being claimed.
  - o. Be familiar with and comply with all relevant District policies, rules and regulations, including but not limited, to those related to student safety, grading, attendance, sexual harassment and discrimination.
4. District will pay Contra Costa County ("County") for Instructor's services pursuant to the Agreement for Instructional Services between District and County.
  5. Instructor certifies that he/she meets the minimum qualifications or equivalent for this teaching assignment, which are attached to this Agreement.
  6. Pursuant to California Code of Regulations, title 5, section 58058, District shall have the primary right to control and direct the educational program and the activities of Instructor. Notwithstanding the foregoing, Instructor shall remain an employee of the County while providing services under this Agreement. District shall not be responsible for the payment of any salary or provision of any employee benefits to Instructor, except that for purposes of worker's compensation, the District is considered the "primary employer" of Instructor while Instructor is providing services under this Agreement.
  7. Instructor agrees that he/she shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. Instructor understands that harassment of any student or employee of District with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

DISTRICT

INSTRUCTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT E

### Agreement for Academic and Occupational/Vocational Program Instruction

This agreement is between the Contra Costa Community College District ("District") and Ashley Vallis ("Instructor").

1. This Agreement is entered into pursuant to California Code of Regulations, Title 5, section 58058.
2. Instructor will provide instruction in one or more of the courses listed in Attachment A.
3. The Instructor's responsibilities and duties as an employee of the District shall include, but are not limited to, the following:
  - a. Ensure that training time is expended in full compliance with the course objectives determined by the District.
  - b. Ensure the safety and well-being of students.
  - c. Be in sufficient physical proximity and range of communication to provide immediate instructional supervision and control of all students in his/her classes.
  - d. Ensure the accuracy of all information on all time sheets of technical officers and facilitators.
  - e. Ensure the immediate notification to the District of a student drop rate.
  - f. Ensure the proper and timely assignment, scheduling and notification of facilitators.
  - g. Ensure the complete, accurate and timely evaluation of facilitators.
  - h. Ensure regular attendance at periodic staff meetings with District Coordinator.
  - i. Ensure that all handouts prepared or utilized by facilitators are appropriate prior to submitting them to the District Coordinator for approval.
  - j. Ensure accurate and current daily student attendance records.
  - k. Ensure the effective use of instructional methods, technology, testing and remediation.
  - l. Ensure the accurate calculation of final student grades and the prompt submission of them to the District Coordinator within two weeks of course completion.
  - m. Ensure the competent and prompt completion of all other assigned duties.

- n. Ensure that he/she does not have any other assigned duties during the instructional activity for which attendance is being claimed.
  - o. Be familiar with and comply with all relevant District policies, rules and regulations, including but not limited, to those related to student safety, grading, attendance, sexual harassment and discrimination.
4. District will pay Contra Costa County ("County") for Instructor's services pursuant to the Agreement for Instructional Services between District and County.
  5. Instructor certifies that he/she meets the minimum qualifications or equivalent for this teaching assignment, which are attached to this Agreement.
  6. Pursuant to California Code of Regulations, title 5, section 58058, District shall have the primary right to control and direct the educational program and the activities of Instructor. Notwithstanding the foregoing, Instructor shall remain an employee of the County while providing services under this Agreement. District shall not be responsible for the payment of any salary or provision of any employee benefits to Instructor, except that for purposes of worker's compensation, the District is considered the "primary employer" of Instructor while Instructor is providing services under this Agreement.
  7. Instructor agrees that he/she shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. Instructor understands that harassment of any student or employee of District with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

DISTRICT

INSTRUCTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT E

### Agreement for Academic and Occupational/Vocational Program Instruction

This agreement is between the Contra Costa Community College District ("District") and Jeff Kruger ("Instructor").

1. This Agreement is entered into pursuant to California Code of Regulations, Title 5, section 58058.
2. Instructor will provide instruction in one or more of the courses listed in Attachment A.
3. The Instructor's responsibilities and duties as an employee of the District shall include, but are not limited to, the following:
  - a. Ensure that training time is expended in full compliance with the course objectives determined by the District.
  - b. Ensure the safety and well-being of students.
  - c. Be in sufficient physical proximity and range of communication to provide immediate instructional supervision and control of all students in his/her classes.
  - d. Ensure the accuracy of all information on all time sheets of technical officers and facilitators.
  - e. Ensure the immediate notification to the District of a student drop rate.
  - f. Ensure the proper and timely assignment, scheduling and notification of facilitators.
  - g. Ensure the complete, accurate and timely evaluation of facilitators.
  - h. Ensure regular attendance at periodic staff meetings with District Coordinator.
  - i. Ensure that all handouts prepared or utilized by facilitators are appropriate prior to submitting them to the District Coordinator for approval.
  - j. Ensure accurate and current daily student attendance records.
  - k. Ensure the effective use of instructional methods, technology, testing and remediation.
  - l. Ensure the accurate calculation of final student grades and the prompt submission of them to the District Coordinator within two weeks of course completion.
  - m. Ensure the competent and prompt completion of all other assigned duties.

- n. Ensure that he/she does not have any other assigned duties during the instructional activity for which attendance is being claimed.
  - o. Be familiar with and comply with all relevant District policies, rules and regulations, including but not limited, to those related to student safety, grading, attendance, sexual harassment and discrimination.
4. District will pay Contra Costa County ("County") for Instructor's services pursuant to the Agreement for Instructional Services between District and County.
  5. Instructor certifies that he/she meets the minimum qualifications or equivalent for this teaching assignment, which are attached to this Agreement.
  6. Pursuant to California Code of Regulations, title 5, section 58058, District shall have the primary right to control and direct the educational program and the activities of Instructor. Notwithstanding the foregoing, Instructor shall remain an employee of the County while providing services under this Agreement. District shall not be responsible for the payment of any salary or provision of any employee benefits to Instructor, except that for purposes of worker's compensation, the District is considered the "primary employer" of Instructor while Instructor is providing services under this Agreement.
  7. Instructor agrees that he/she shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. Instructor understands that harassment of any student or employee of District with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

DISTRICT

INSTRUCTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

**FY2013-14 Instructional Service Agreement - CCC Office of the Sheriff**

<i>Compliance Requirement</i>		Initial for Review and Completion	Date
<p>Name of Contracting Agency: Contra Costa County Office of the Sheriff</p> <p>Contract Number: 7030</p> <p>Name of Individual Completing Checklist: David Wahl, Special Projects Manager</p>			
<p><b>1. Job/Labor Market Student</b> - The governing board of a community college district, prior to establishing a vocational or occupational training program, shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program. Education Code Section 78015.</p>	Recital A	DW	24-May-13
<p><b>2. Written Agreement/Contract Defining Responsibilities</b> - The college or district has a written agreement or contract with the contractor stating the responsibilities of each party and that the college or district is responsible for the educational program conducted on site.</p>	Section 1 Section 2 Section 3	DW	24-May-13
<p><b>3. Written Agreement/Contract Provisions:</b> The agreement/contract contains procedures, terms and conditions relating to</p> <ol style="list-style-type: none"> <li>1) enrollment period;</li> <li>2) student enrollment fees;</li> <li>3) the number of class hours sufficient to meet the stated performance objectives;</li> <li>4) supervision and evaluation of students; and</li> <li>5) withdrawal of students prior to completion of a course or program.</li> </ol>	Section 1.g. Attachment E.3.	DW	24-May-13
<p><b>4. Cancellation Provisions</b> - Agreement/contract contains terms and conditions relating to cancellation and termination of the arrangement.</p>	Section 8.b.	DW	24-May-13
<p><b>5. District Supervision of Instruction</b> - Instruction to be claimed for apportionment under the agreement/contract, is under the immediate supervision and control of an employee of the district (Title 5, Section 58058) who has met the minimum qualifications for instruction in vocational subject in a California community college.</p>	Section 2.b. Section 4 Attachment E.6.	DW	24-May-13

<p><b>6. Written Agreement/Contract With Each Instructor -</b> Where the instructor is not a paid employee of the district, the college or district has a written agreement or contract with each instructor conducting instruction for which FTES are to be reported and stating that the college or district has the primary right to control and direct the instructional activities of the instructor. NOTE: The college or district must demonstrate control and direction through such actions as providing the instructor an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus.</p>	<p>Section 1.d. Attachment E</p>		<p>24-May-13</p>
<p><b>7. Minimum Qualifications for Instructors -</b> The college or district lists minimum qualifications for instructors teaching these courses and that the qualifications are consistent with requirements in other similar courses given at the college or district.</p>	<p>Section 2.a. Attachment C Attachment D</p>		<p>24-May-13</p>
<p><b>8. Facilities Open to the Public -</b> The course must be held at facilities which are clearly identified as being open to the general public. (Title 5, Section 58051.5) Enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 58106) The district policy on open enrollment must be published in the college catalogue, schedule of classes, and any addenda to the schedule of classes, (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)</p>	<p>Section 1.k. Section 1.l. Section 2.d.</p>		<p>24-May-13</p>
<p><b>9. State Chancellor's Office Approval for Degree and Certificate Programs -</b> Degree and certificate programs must have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or the college must have received delegated authority to separately approve those courses locally.</p>	<p>Recital A</p>		<p>24-May-13</p>
<p><b>10. Course Curriculum Documentation and Approval -</b> The courses of instruction are specified in the agreement, the outlines of record for such courses and are approved by the college's curriculum committee as meeting Title 5 course standards, and the courses have been approved by the district board of trustees.</p>	<p>Recital A Section 1.a. Attachment A</p>		<p>24-May-13</p>
<p><b>11. Course Outline and Student Rigor -</b> Procedures used by the college to assure that faculty teaching different sections of the same course, teach in a manner consistent with the approved outline of record for that course are applied to courses and faculty covered under the agreement and students are held to a comparable level of rigor.</p>	<p>Section 1.d. Section 3.e.</p>		<p>24-May-13</p>

**FY2013-14 Instructional Service Agreement - CCC Office of the Sheriff**

<p><b>12. Student Attendance Records</b> - Records of student attendance and achievement will be maintained by the public agency. Records will be open for review at all times by officials of the college and submitted on a schedule developed by the community college district.</p>	<p>Section 2.g.</p>		<p>24-May-13</p>
<p><b>13. Support Services</b> - It is agreed that both contractor and community college district will insure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, Placement Assistance).</p>	<p>Section 1.g.</p>		<p>24-May-13</p>
<p><b>14. Certification - No Other Funding Sources</b> - The college district must certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual or group.</p>	<p>Section 1.o.</p>		<p>24-May-13</p>
<p><b>15. Certification - No Other Funding Sources</b> - The college district is responsible for obtaining certification verifying that the instructional activity to be conducted will not be fully funded by other sources.*</p>	<p>Section 1.o. Attachment B</p>		<p>24-May-13</p>
<p><b>16. Classes Located Outside District Boundaries</b> - If the classes are to be located outside the boundaries of the district, the district must comply with the requirements of Title 5, Sections 55230-55232 concerning approval by adjoining high school or community college districts and use of non-district facilities.</p>	<p>Section 1.p.</p>		<p>24-May-13</p>
<p>*In accordance with AB 444 (Statutes of 1996, Chapter 637) effective 9/16/96, Title 5, Section 58051.5 was amended to include appropriate language to implement Education Code Section 84752.</p>			