

**LAKE TAHOE COMMUNITY COLLEGE DISTRICT
MEMORANDUM OF AGREEMENT FOR RELATED AND SUPPLEMENTAL
INSTRUCTION FOR EL DORADO SHERIFF COUNTY JAIL**

This Agreement made and entered into this _____ day of _____, 2013 by and between Lake Tahoe Community College District, hereinafter called DISTRICT, and El Dorado County Jail, hereinafter called CONTRACTOR, commencing 2013-2014 through the 2018-2019 academic year.

W I T N E S S E T H :

ARTICLE I - RECITALS

WHEREAS the DISTRICT desires to provide educational training in collaboration with CONTRACTOR in accordance with minimum training standards.

WHEREAS the DISTRICT is authorized to enter into a contract for education services pursuant to Education Code Sections 78020, et. seq.

WHEREAS the CONTRACTOR desires to assist the DISTRICT to provide said related and supplemental instruction by performing such services as specified hereinafter.

WHEREAS the parties intend that this Agreement provide for the mutual cooperation of the DISTRICT and CONTRACTOR in the provision of the above-mentioned instructional services.

THEREFORE, BE IT RESOLVED that the parties mutually agree to the following.

ARTICLE II - RESPONSIBILITIES OF CONTRACTOR

1. CONTRACTOR will provide instructors who are approved by the DISTRICT and meet Lake Tahoe Community College District minimum qualifications and appropriate personnel, classroom space, required training equipment and supplies for the prescribed courses. The DISTRICT shall have the primary right to control and direct the instructional activities of the instructors furnished by the CONTRACTOR during the term of the Agreement. DISTRICT agrees to provide instructor minimum qualifications to CONTRACTOR upon request and provide conditional approval prior to CONTRACTOR employing personnel as necessary.
2. CONTRACTOR shall pay all salary and other employment costs such as workers' compensation and other applicable benefits for instructors directly to and on behalf of the persons employed for such purposes in an amount sufficient to meet the requirements of Education Code Section 78022. The CONTRACTOR shall also indemnify and hold the DISTRICT harmless against any and all claims which are made for salary or employment/benefits of such instructors for the period covered by the terms of this Agreement and meeting the requirements of Title V of California Code of Regulations Section 58058.
3. CONTRACTOR shall provide the DISTRICT with the names of instructors and the DISTRICT shall enter into a written contract with each instructor certifying acknowledgment that the DISTRICT has the right to control and direct the instructor's activities regarding curriculum delivery during the time the instructor is serving the DISTRICT as an El Dorado County Employee and specifying the work to be performed. *(Title 5 Section 58058)*

4. CONTRACTOR shall provide instructional facilities, specialized instructional equipment, and office space for any staff servicing the program.
5. CONTRACTOR will ensure that minimum standards for course content, instructional design, testing of students, and terminal performance rating be consistent with current mandates on training.
6. CONTRACTOR shall be reimbursed by DISTRICT for costs incurred for instruction for course(s) agreed upon by the DISTRICT and CONTRACTOR at a reimbursement rate of \$2.50 per student contact hour, less enrollment fees as stipulated in Paragraph 9 below.
7. The CONTRACTOR will propose quarterly schedule of classes to the DISTRICT for approval.
8. CONTRACTOR will pay all enrollment fees for all students, except for students not recruited by the CONTRACTOR.
9. Payment will be made to the CONTRACTOR after the completion of each quarter of the calendar year and no later than eight weeks after the completion of the quarter. Payment is contingent upon submission of attendance and grade records consistent with the college's requirements and timelines. For all courses, payment will be determined based upon \$2.50 per student contact hour for each student eligible for FTES reimbursement from the State of California as generated by the program less eligible enrollment fees as stipulated in Paragraph 6 above.
10. In the event that the CONTRACTOR exceeds the number of hours of instruction with additional courses approved and scheduled in advance by the DISTRICT, the DISTRICT agrees to pay the CONTRACTOR as stipulated in Paragraph 9 above. The CONTRACTOR will provide instructor's pay, facility and support equipment.
11. The total contract amount will be determined each quarter and agreed to by the DISTRICT and the CONTRACTOR in writing. Student contact hours in excess of the agreed amount must be agreed to in advance by the DISTRICT.
12. Any future loss of state apportionment applicable to these courses will be borne by the CONTRACTOR and the DISTRICT. Upon notification by the DISTRICT to the CONTRACTOR of any such revenue losses resulting from the state reducing the apportionment funding for these courses, the CONTRACTOR shall reimburse the DISTRICT for the lost revenue up to the actual amount paid to the CONTRACTOR for those courses. In the event of a reduction, the DISTRICT may withhold future payments to recover the lost revenue. DISTRICT will notify CONTRACTOR immediately upon discovery of potential loss of apportionment funding.
13. CONTRACTOR assumes all responsibility for access to use of specialized equipment.
14. CONTRACTOR will ensure all students are enrolled in said instructional classes.
15. CONTRACTOR will ensure that accommodations are in compliance with the Americans with Disabilities Act (ADA).

ARTICLE III - RESPONSIBILITIES OF DISTRICT

1. The DISTRICT shall develop and maintain, with the CONTRACTOR, the curriculum for the training program.
2. DISTRICT shall, with the CONTRACTOR, maintain all academic records required in connection with the training program.
3. DISTRICT shall establish and maintain academic standards for student achievement in the training program and evaluate, with the CONTRACTOR, student performance in the same manner as performance is evaluated in courses similar in nature conducted by the DISTRICT.
4. DISTRICT shall certify completion of the training program by the students enrolled therein who complete the program in accordance with DISTRICT standards.
5. DISTRICT will contract with the CONTRACTOR for instructional services for Positive Attendance generating classes only. The actual hours of attendance procedure (commonly referred to as "positive attendance") are based on an actual count of enrolled students present at each class meeting. This includes classroom and field laboratory instruction.
6. DISTRICT will make available career and academic counseling to all registered students and will grant appropriate college credit for instruction. Phone or face-to-face counseling sessions at the Lake Tahoe Community College campus will be made available upon request by the CONTRACTOR.
7. DISTRICT will, with CONTRACTOR, provide instructor assistance and supervision as needed.

ARTICLE IV - MISCELLANEOUS

All written notices, reports and other written communications under this Agreement shall be deemed effective upon their deposits in the United States Mail, postage prepaid, and addressed as follows.

1. TO DISTRICT: Jeff DeFranco
 Vice President, Administrative Services
 Lake Tahoe Community College District
 One College Drive
 South Lake Tahoe, CA 96150-4524

2. TO CONTRACTOR: Sheriff John D'Agostini
 El Dorado County Sheriff's Office
 300 Fair Lane
 Placerville, CA 95667

This Agreement is in effect for five years from the date approved by the Board of Trustees. This Agreement may be revised or terminated by DISTRICT and/or CONTRACTOR 30 days after receipt of written notice of intent to revise or terminate by either party. This Agreement may be extended upon mutual agreement by both parties within 30 days of expiration of contract.

DISTRICT shall indemnify and hold CONTRACTOR harmless against any liability whatever arising from any acts or omissions of DISTRICT employees participating or functioning in the educational experience program herein provided.

CONTRACTOR shall indemnify and hold DISTRICT harmless against any liability whatsoever arising from any acts or omissions of CONTRACTOR employees assigned directly in the educational experience program herein provided.

Entire Agreement

This Agreement represents the entire and integrated agreement between the DISTRICT and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the DISTRICT and the CONTRACTOR. Nothing contained in this Agreement is intended to benefit any third party.


Severability

If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

EL DORADO SHERIFF COUNTY JAIL

LAKE TAHOE COMMUNITY COLLEGE

By:  10/15/13
John D'Agostini Date
Sheriff, El Dorado County

By: _____
Jeff DeFranco Date
Vice President, Administrative Services

COUNTY OF EL DORADO

By: _____
Chairman, Board of Supervisors

"COUNTY"

Dated: _____

ATTEST: James S. Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____