



Contract Agreement for Educational Services

San Joaquin Valley College
and
Correctional Alternatives, LLC

This agreement is made between San Joaquin Valley College, Inc. (herein referred to as “the College”) and Correctional Alternatives, LLC (herein referred to as “the Sponsor”) to provide educational services to its employees (herein referred to as “the Sponsored Students”).

The undersigned agree to the following terms and conditions of this agreement for educational services:

I. Course Offerings

- a. The Sponsor and the College shall identify course(s) which meet the training needs of the Sponsor and Sponsored Students.
- b. Sponsored Students may participate in courses offered on a College campus location (herein referred to as “on campus”) or at a separate facility or location determined by the Sponsor (herein referred to as “on site”).
 - i. On campus courses will generally include both Sponsored Students and regular, full-time students enrolled in the College.
 - ii. On site courses are provided as private training for the Sponsor and Sponsored Students.
- c. Specific details of the courses offered, including the awarding of College credit or Sponsored Student eligibility for professional certifications or licensure, are described in **Attachment A**, which shall be incorporated herein by this reference.
- d. The Sponsor agrees that the College retains the proprietary rights to any curriculum materials used or developed as part of this agreement.
- e. The Sponsor agrees that the instructor provided by the College is an employee of the College and shall remain under the exclusive control of the College, regardless of whether courses are offered on campus or on site.

II. Sponsored Student Eligibility

- a. Sponsored Students must be employed by the Sponsor and be in good standing while they are participating in courses offered by the College.
- b. Sponsored Students must be at least 18 years of age.
- c. Sponsored Students must understand and abide by the standards articulated in the Student Conduct Agreement, a separate agreement entered into by the Sponsored Student and the College
- d. The College shall determine and communicate to the Sponsor any course-specific eligibility requirements for Sponsored Students.

- i. Course-specific Sponsored Student eligibility requirements are described in **Attachment A**.

III. College Responsibilities

- a. Faculty will meet all College and any course-specific requirements for instruction.
- b. The College will provide adequate classrooms, facilities, and related instructional resources for any courses taught on campus.
- c. The College will provide Sponsored Students with the same rights, privileges and resources as other students of the College.
- d. The College will maintain academic records for Sponsored Students.
- e. The College will provide the Sponsor with periodic updates on the satisfactory progress of Sponsored Students.
 - i. The College will provide the Sponsor with prompt notice of any substantial concerns with Sponsored Student academic or behavioral performance.
 - ii. The College will provide the Sponsor with prompt notice of any unexcused absences of Sponsored Students.

IV. Sponsor Responsibilities

- a. The Sponsor will ensure all Sponsored Students meet the Sponsored Student Eligibility requirements in this agreement as well as any course-specific requirements articulated in **Attachment A**.
- b. The Sponsor will promptly address any concerns with satisfactory progress, behavior, or attendance directly with the Sponsored Student.

V. Indemnity and Insurance

- a. The Sponsor agrees that it will at all times during the existence of this agreement indemnify the College against any and all loss, damages, and costs of expenses which the College may sustain, incur, or be required to pay resulting from the negligence or willful misconduct of the Sponsor or any Sponsored Student.
- b. The Sponsor agrees that, in order to protect itself as well as the College under the indemnity provision set forth in the above paragraph, the Sponsor will at all times during the terms of this contract keep in force a liability insurance policy issued by a company authorized to do business in the State of California in the amount of at least \$1 Million per occurrence, and \$2 Million annual aggregate.
- c. At the execution of this agreement the Sponsor will provide the College, at its request, with written verification of the existence of such insurance.
- d. The College shall maintain adequate liability insurance for its employees, faculty, and facilities throughout the term of this agreement.

VI. Rate and Billing

- a. The Sponsor and the College jointly agree to the fees for educational services described in **Attachment B**, which shall be incorporated herein by this reference.
- b. The College will provide the Sponsor with an invoice for educational services on or shortly after the date Sponsored Students begin participating in coursework.
- c. The Sponsor will provide payment in full to the College within 30 days of receiving the invoice.

VII. General Provisions

- a. This agreement shall be construed under and in accordance with the laws of the State of California without regard to conflict of law principles contained therein.
- b. This agreement, including Attachment A and Attachment B, is intended to constitute the sole and only agreement of the parties hereto with respect to the subject matter of this agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement. This agreement may not be altered, amended or changed in any way except by a written instrument executed by both parties
- c. This agreement shall be binding on the parties' successors, assigns or heirs.
- d. In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the losing party or parties the prevailing party's reasonable expenses, including attorney's fees, and costs, including those incurred in prelitigation costs, in bringing such suit or enforcing any judgment granted therein, or both, all of which shall be deemed to have accrued upon the commencement of such suit and shall be paid whether or not such suit is prosecuted to judgment. Any judgment or order entered shall contain a specific provision providing for the recovery of attorney's fees and costs incurred in enforcing such judgment
- e. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth opposite their names.

San Joaquin Valley College, Inc.

Correctional Alternatives, LLC

Joseph Holt

Print Name

Chief Administrative Officer

Title

Joseph Holt

Signature

1/4/16
Date

Grant Weiss

Print Name

FACILITY DIRECTOR

Title

[Signature]

Signature

1/4/16
Date

Attachments

Attachment A: Educational Courses

Attachment B: Fees for Educational Services

Attachment A – College Course(s)

Contract Agreement for Educational Services between
San Joaquin Valley College, Inc. and Correctional Alternatives, LLC

Course: CJ 60A: Adult Corrections Officer Core Course (15.0 units – 270 hours)

Course Description:

This course meets the training requirement as set forth by the California Board of Corrections, Section 179 and 1020 of Title XV, California Administrative Code, and fulfills the mandatory training requirements for Corrections/Custodial Officers who are assigned to custody positions in city/county/private jails or facilities. The content is job-related and is certified by Standards and Training for Corrections (STC Certification #601-1253). Training in First Aid and CPR is included.

Course Schedule:

First Session: 1/4/16 – 4/14/16

Afternoon Session – 12:30pm – 5:30pm

Second Sessions: 4/18/16 – 7/28/16

Afternoon Session – 12:30pm – 5:30pm

Instructional Site

This course will be offered on the Ontario campus of the College:

4580 Ontario Mills Parkway

Ontario, CA 91764

Phone: (909) 948-7582

Course-specific Eligibility Requirements for Sponsored Students

Correctional Alternatives, LLC must clear each employee to meet the physical training component outlined by STC. Correctional Alternatives, LLC will also provide clearance of background check that meets the Federal Bureau of Prisons guidelines prior to starting the course.

San Joaquin Valley College, Inc.

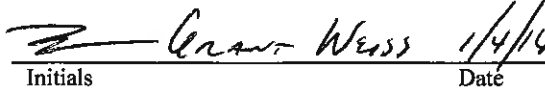


Initials

1/4/16

Date

Correctional Alternatives, LLC



Initials

1/4/16

Date

