

AGREEMENT BETWEEN SISKIYOU COUNTY SHERIFF'S OFFICE AND
SISKIYOU JOINT COMMUNITY COLLEGE DISTRICT

This Agreement is entered into by and between the County of Siskiyou, hereinafter referred to as "COUNTY," the Siskiyou County Sheriff's Office, hereinafter referred to as "SHERIFF," and the Siskiyou Joint Community College District, hereinafter referred to as "DISTRICT." The parties mutually agree as follows:

I. PURPOSE:

- A. The parties intend that the DISTRICT will offer instruction in Administration of Justice ("ADJ") education that meets State Community College standards for degree-applicable credit courses and that provides standardized and certified training for existing and potential SHERIFF peace officers and other DISTRICT students who are eligible to enroll in such courses.
- B. In furtherance of this purpose, the DISTRICT will offer Level I, II and III Peace Officer Standards and Training (POST) certified Academy modules for potential SHERIFF peace officers and other DISTRICT students who meet the enrollment standards for POST training.
- C. In furtherance of this purpose, the DISTRICT will offer continuing education courses, for new ADJ students and current peace officers to meet training needs.
- D. The SHERIFF will assign qualified personnel to meet the functions of the Academy Coordinator position ("Coordinator"), responsible for supporting the Academy Director's outline of the DISTRICT'S approved basic courses.
- E. In furtherance of this purpose, the parties shall provide appropriate equipment and facilities in support of the instructional programs described in this Agreement.

II. TERM OF AGREEMENT:

This Agreement shall commence on July 1, 2025, and shall terminate in accordance with Section VIII.

III. SHERIFF's Personnel Responsibilities:

- A. The Coordinator, assigned by the SHERIFF, shall meet minimum duties and responsibilities outlined in Attachment A.
- B. The SHERIFF shall ensure that the assigned Coordinator understands all the requirements of this Agreement; including the Coordinator's status as an employee of the SHERIFF and that the Coordinator is not an employee of the DISTRICT. The SHERIFF shall ensure that the Coordinator fully complies with all the obligations set forth in Attachment A. While the Coordinator is not

an employee of the DISTRICT, the Coordinator shall report to, and comply with the expectations of the DISTRICT regarding the DISTRICT's POST Academy.

- C. The SHERIFF shall replace the Coordinator if the assigned Coordinator ceases to perform under this Agreement for any reason, including authorized leaves that permit or require his/her absence from the SHERIFF's office. Performance shall be determined to have ceased if the Coordinator fails to provide agreed-upon services within any 10 days when the District is in session during the term of the Agreement or within 5 days of any deadline established under this Agreement.
 - 1. The SHERIFF shall replace the Coordinator immediately if the assigned Coordinator leaves the SHERIFF's employment.
 - 2. The DISTRICT's obligations for payment to the SHERIFF under this agreement shall be waived during all periods that a Coordinator is not performing as defined by this paragraph or has not been assigned as Coordinator by the SHERIFF.
- D. The Coordinator will be responsible for ensuring that any POST Scenario facilitation, is conducted in accordance with the POST Scenario Testing Management Manual.

Scenario management encompasses a blending of the multiple skill disciplines taught in each basic academy. More importantly, it is the preparation and presentation of such supportive ADJ material, and situational rehearsals, that results in the Academy Director's measurability of a student's skill and judgment. Scenario assembly and any responsive criticism must have validity, fairness, and objectivity.

Per P.O.S.T Regulation 1059, Scenario Manager responsibilities shall include:

- 1. Performing Role-Player and Evaluator
 - 2. Supervising scenario demonstration(s) of any civilian, support staff
 - 3. Providing scenario briefings, logistics, and protocols
 - 4. Ensuring the security of scenario events and documentation
 - 5. Designating the safety officer(s)
- E. COUNTY and SHERIFF certify that they do not and will not receive funding from any source other than the DISTRICT for DISTRICT courses covered by this Agreement.

IV. DISTRICT Educational and Personnel Responsibilities:

- A. The DISTRICT is responsible for the educational programs for which it grants credit and/or reports for apportionment. The DISTRICT shall review and evaluate instruction to ensure that conduct of courses offered under this Agreement meet the standards of the DISTRICT's regular programs.
 - 1. The DISTRICT shall ensure that courses provided under this Agreement as credit or noncredit courses meet state standards for apportionment, that such courses meet course standards as defined by Title 5, section 55002 of the California Code of Regulations, and that all DISTRICT ADJ courses have been approved by the DISTRICT's curriculum committee and Board of Trustees. The DISTRICT shall ensure that any degree or certificate program has been approved by the State Chancellor's Office for the California Community Colleges and courses that make up any such programs are part of the approved programs, or the DISTRICT has received delegated authority to separately approve those courses locally.
- B. The DISTRICT will work in cooperation with POST to implement and maintain the Training Manager Assessment System (TMAS) required for electronic, computerized grading and transmittal.
- C. The DISTRICT shall make a concerted and good faith effort to provide facilities, grounds, and janitorial, clerical, marketing and equipment maintenance services for the POST Academy located on the Weed Campus to meet POST Academy standards.¹ The parties acknowledge that the DISTRICT's resources are subject to varying DISTRICT demands.
- D. DISTRICT certifies that it does not, and will not, receive full compensation for the direct costs of ADJ courses covered by this Agreement and claimed for apportionment from any public or private agency, individual or group.
- E. DISTRICT will provide ancillary and support services for ADJ students in courses covered by this Agreement, including counseling and guidance, placement assistance, and tutoring.

V. Mutual Responsibilities:

- A. DISTRICT certifies and SHERIFF ensures that ADJ courses claimed for apportionment are held in facilities clearly identified as open to the public and that enrollment in all such courses are open to any person who has been admitted to the DISTRICT and has met any applicable prerequisites.
- B. Both parties agree to contact the other parties at the earliest opportunity in the event any personnel, logistics, fiscal, or other program issues arise.

VI. Equipment and Facilities:

¹ Commission on POST Standards Basic Course Certification Review (BCCR) Guide. California Commission on Peace Officer Standards and Training, 01/16.

- A. The DISTRICT shall provide the following:
 - 1. The DISTRICT shall supply a POST driving simulator and a force options simulator to train Advanced Officer Training students in mandated perishable skills as required by State law. The DISTRICT shall maintain and store the simulators, and provide gasoline for simulators.
 - 2. The DISTRICT shall supply, store, secure, and maintain sufficient patrol vehicles, weapons, and other training equipment and materials to support the ADJ courses.
 - 3. DISTRICT courses shall be scheduled at the DISTRICT's Weed or Yreka Campuses as supplemented by authorized field trip sites.
 - 4. The DISTRICT shall reserve and pay any fees imposed for use of the County airport for driving instruction.
- B. SHERIFF shall provide the following:
 - 1. The SHERIFF shall advise the DISTRICT of any simulator-use changes as soon as such needs come to the attention of SHERIFF.
 - 2. The SHERIFF shall be responsible for storing, maintaining, and securing firearms/ammunition and equipment registered to the SHERIFF.
 - 3. The SHERIFF may provide and maintain a Firearms Range. A Firearms Range utilized by the DISTRICT must align with POST certifications.
 - i. SHERIFF agrees to allow DISTRICT use of the Firearms Range in compliance with the established Range Rules, identified herein as Attachment B.
 - ii. SHERIFF agrees to allow DISTRICT use of the Firearms Range in compliance with the established "Inquiry & Misfire Report", to be completed in its entirety by the DISTRICT if applicable, identified herein as Attachment C.
 - iii. SHERIFF has the ability to remove permissions of the DISTRICT's Firearms Range use at any time. Written notice will be provided.
 - 4. The SHERIFF may provide additional instructional equipment if requested by the Director. If such supplies or equipment are considered expendable, the SHERIFF may charge DISTRICT for replacements at cost.

VII. Compensation:

- A. The DISTRICT and SHERIFF mutually agree to make matching contributions to the personnel costs of the Coordinator, including salary and benefit expenses paid per hour of service to DISTRICT, in reimbursement form. This reimbursement is the total amount payable from DISTRICT to SHERIFF for the Coordinator responsibilities described herein. DISTRICT payment shall be waived as provided in paragraph III.C.2.
- B. DISTRICT shall accommodate any current version, or modification to the Coordinator's designated Union's Memorandum of Understanding, guiding COUNTY employment and pay structure.

- C. Any training required of the Coordinator, by the DISTRICT, whether new or recurring, will be paid for and scheduled by the SHERIFF in alignment with COUNTY policies to be reimbursed at 100% of actuals by the DISTRICT within a regular, monthly billing cycle. This may include, but not be limited to: per-diem, hotel, training registration, flights, parking fees, mileage of County vehicle at the current Federally approved rate, and taxi service fees.

VIII. Termination or Modification of Agreement:

Either party may terminate this Agreement by giving the other party a minimum **thirty (30) days** written notice of such termination.

Notwithstanding the foregoing, this Agreement may be terminated at any time upon mutual agreement of the parties.

Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Termination of the Agreement may be effectuated by the SHERIFF without the need for action, approval, or ratification of the County Administrator or the County Board of Supervisors.

Termination of the Agreement may also be effectuated by the DISTRICT's Superintendent/President without the need for action, approval, or ratification of the DISTRICT's Board of Trustees.

Modifications to this Agreement must be in writing and signed by each parties authorized representatives.

IX. Entire Agreement:

This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. Neither party shall be entitled to any benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties.

X. Non-Assignment of Agreement:

No interest herein may be assigned, transferred, or delegated without the other party's prior written consent and any such assignment, transfer, or delegation without prior written approval shall, in the discretion of the non-assigning party, be considered null and void.

XI. Covenant:

This Agreement has been executed and delivered in the State of California, and the validity, enforceability, and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

XII. Relationship of Parties:

The parties shall, during the entire term of this Agreement, be construed as independent contractors, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship between the parties or between DISTRICT and any SHERIFF's employee assigned pursuant to paragraph III, nor a joint venture relationship, or to allow either party to exercise discretion or control over the professional manner in which the other party performs the services, which are the subject matter of this Agreement, provided, however, that the services to be provided shall be provided in a manner consistent with all applicable standards, laws and regulations governing such services. Both parties understand and agree that their personnel are not, and will not be, eligible for membership in, or any benefits from, the other party's group plan for hospital, surgical or medical insurance, or for membership in any retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefits which accrues to an employee of the party.

XIII. Indemnification:

Each party shall defend, indemnify, and save harmless the other party, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, expenses, judgments or liability arising out of its performance or failure to comply with any of its obligations under this Agreement, including but not limited to, any negligent act or omission on the part of the indemnifying party or its agents or employees or other independent contractors directly responsible to it; except those claims resulting solely from the negligent or willful misconduct of the other party.

XIV. Nondiscrimination:

Neither party shall discriminate against any person, in any aspect of service under this agreement, in whole or in part on the basis of ethnic group identification, national origin, religion, age, sex or gender, gender identity, gender expression, race, color, ancestry, sexual orientation, genetic information, or physical or mental disability, or on the basis of these perceived characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

XV. Conflict Resolution:

Any questions or conflicts between the operation or policies of the DISTRICT and the SHERIFF, shall be determined and resolved jointly by a representative from the SHERIFF who shall not be the person assigned as Coordinator hereunder and the DISTRICT's Superintendent/President or designee. Nothing herein is intended to limit any legal or equitable remedies that may be available to the parties.

XVI. Records:

DISTRICT shall keep complete and accurate records for the services performed pursuant to this Agreement in conformance with applicable law and shall make non-confidential records available to COUNTY upon request.

XVII. Notice:

Any notices required to be given pursuant to the terms and provisions herein shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested to:

COUNTY: Siskiyou County Sheriff
Attn: Fiscal Division
305 Butte Street
Yreka, CA 96097

DISTRICT: Superintendent/President
Siskiyou Joint Community College District
800 College Avenue
Weed, CA 96094

(Signatures Following)

IN WITNESS WHEREOF, COUNTY and DISTRICT have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: SISKIYOU
JOINT COMMUNITY COLLEGE
DISTRICT

Date: _____



Char Perlas
Superintendent/President

Date: _____



Melissa Ericsson (Jul 13, 2026 16:50:26 PDT)
Melissa Ericsson, VP Administrative
Services

License No.: _____
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. (on file)

ACCOUNTING:

<u>FUND</u>	<u>ORG</u>	<u>ACCT</u>	<u>AMOUNT</u>
1002	202010	552600	\$.01

If not to exceed, include amount not to exceed: **\$.01**

ATTACHMENT A

Coordinator Responsibilities

- A. The Coordinator whose qualifications, experience, and training, shall include a demonstrated ability to manage Regular Basic Course system needs and shall have sworn, full-time, first-level supervisory experience in compliance with California Code of Regulations Title 11 Division 2: California Commission on Peace Officer Standards and Training (POST) Regulations.
- B. In coordination with the DIRECTOR and Dean, the Regular Basic Course system coordination responsibilities shall include:
 - 1. Development of sequenced educational schedules; assist with management of Recruit Training Officers (RTO)s; develop curriculum and duty schedules for Dean's approval; assist the Dean with adjustments of Academy schedules as needed; coordinate lesson plans for the Peace Officer Standards and Training (POST) approval.
 - 2. Overseeing and evaluating scenario training, technological skills and implementation, and any remedial training; including management and supervision of the day-to-day operations of the Law Enforcement Academy, including training days at off-site location; assist in complying with legal mandates, contract provisions and required procedures of POST and other regulatory agencies; enforce Academy policies, including safety policies, are adhered to both on campus and off-campus locations; ensure training vehicles, weaponry and other inventory are properly maintained;
 - 3. Under the direction of the DISTRICT'S Human Resources and the Dean, participate in the hiring process of instructor(s), training officer(s) and staff. Making recommendations to the Dean on instructor, RTO, and EIA assignments.
 - 4. Pursuant to the DISTRICT'S Faculty Association Collective Bargaining Unit approved evaluation process, provide feedback to the Dean and faculty peer evaluators during the faculty evaluation process. Provide input to the Dean during evaluation of Instructional Assistants.
 - 5. Delivering course curriculum in accordance with the training and evaluation specifications; assist in evaluating student performance and assist with the maintenance of records of student progress; assist the Director in reviewing and evaluating curriculum, including evaluation documents, and

training methods; assist in the analysis, formulation and planning of departmental operations.

In the absence of the ADJ Director, or when designated, supervising the ADJ Academy operations for certification compliance when instruction is being conducted.

ATTACHMENT B

Siskiyou County Sheriff's Office Range Safety Rules: 1-22

1. **Instructor Requirement** – No individual or agency may use the range without a DOJ-certified instructor present and in control of the training.
2. **Safety Briefing** – Instructors must review these safety rules with students at the beginning of each session.
3. **Protective Gear** – Eye and ear protection must be worn at all times in the live fire area.
4. **First Aid** – Students and staff must know the location of the first aid kit and have immediate access to it.
5. **Reporting Issues** – All injuries or unsafe conditions must be reported to the Watch Commander immediately.
6. **Firearm Handling** – Pistols must remain holstered until the range officer gives the command to begin live fire.
7. **Muzzle Direction** – Always keep muzzles pointed downrange. Loaded firearms must NEVER be pointed upward.
8. **Picking Up Items** – Do not pick up anything from the floor in the live fire area until all weapons are holstered, and the range officer declares it safe.
9. **Malfunctions** – If a firearm malfunctions, attempt to clear it while keeping it pointed safely downrange. If unable to clear it, remain on the firing line until the exercise is over.
10. **Crossfire Awareness** – Be aware of possible crossfire situations during multi-shooter exercises.
11. **Target Placement** – Position targets so rounds do not strike anything other than berms and designated backstops.
12. **Firearm Disassembly** – Pistols must be cleared (magazine removed, chamber checked, trigger pressed safely downrange) before disassembly.
13. **Live Ammunition Restrictions** – No live ammunition is allowed in the Classroom. Magazines may only be reloaded in designated areas.
14. **Reloading** – Weapons must be reloaded only in live fire areas, pointed safely downrange or into a clearing barrel. No reloading in classroom.
15. **Ammunition Storage** – Remove all unused ammunition from live fire areas. No live ammunition may be left unsecured.
16. **Facility Damage** – Any damage must be reported to Siskiyou County Sheriff's Office Range Staff immediately. If staff is unavailable, notify the on-duty Watch Commander.
17. **Outside Agencies** – Agencies must bring their own targets, safety gear, ammunition, and training supplies.
18. **Clean-Up** – Users must clean up brass and debris after training. Large debris must be bagged for removal by custodial staff.
19. **Accidental Discharges** – Any accidental discharge outside of live fire areas must be reported immediately to Range Staff or the on-duty Watch Commander.
20. **Live Ammunition Restrictions** – No live ammunition may be used for demonstrations or training exercises outside of designated live fire areas.
21. **Classroom and live fire range designated for use for CCW classes are the only areas allowed to be used unless prior written permission is obtained from Siskiyou County Sheriff's Office Range Master(s).**
22. **Rule Compliance** – These Range Safety Rules must be followed at all times. Failure to comply will result in immediate termination of training. Training may only resume after a review by the Range Master and appropriate retraining or staff replacement.

ATTACHMENT C

SCSO WHITE ROCK RANGE INJURY / MISFIRE INQUIRY REPORT

Incident Type (Check all that apply):

☐ Injury ☐ Misfire / Failure to Fire ☐ Safety Violation ☐ Property Damage ☐ Range Safety

General Information:

Date and Time of Incident:

Location of Incident (specific range/area):

Names of Involved Parties (Instructor/Participants):

Names and Contact Info of Witnesses (if applicable):

Range Safety Officer (RSO) or Instructor on Duty:

Injury Incident:

Type of Injury (e.g., gunshot, sprain):

Severity of Injury (minor, moderate, major):

First Aid Administered (by whom?):

Medical Assistance:

(Ambulance called? Hospital visit?):

Denied Medical Assistance? (Why) :

Description of How Injury Occurred:

Medical History of Injured Individual (if relevant):

Misfire/ Failure to Fire:

Details of Misfire (failure to load, eject, fire, etc.):

Condition of Firearm Before *and* After Misfire:

Action Taken After Misfire (clearing firearm, inspecting ammo, etc.):

Safety Violations

Nature of Violation (e.g., gun handling, range rules, etc.):

Who Was Involved and What Actions Were Taken:

Range Rules Violated: _____

Corrective Actions Taken (if any): _____

Suggestions for Avoiding Future Violations: _____

Property Damage

Details of Damaged Property (targets, infrastructure, etc.):

Cause of Damage: _____

Cost of Repairs/Replacement: _____

Who Is Responsible for Damage & Contact Information for Billing (e.g., participant, instructor):

Additional Information

Incident Follow-Up (e.g., investigation, corrective actions, or disciplinary actions):

Range Closure or Suspension (if applicable): _____

Recommendations for Improving Safety Protocols: _____

This report has been reviewed, and the details of the incident have been acknowledged by the following individuals:

Range Safety Officer (RSO) / Instructor on Duty:

Name:

Signature: _____

Date: _____

Involved Party (if applicable):

Name:

Signature: _____

Date: _____

Photos of any and all incidents are required, send all documents to:

Kelly Towers, Lieutenant & Range Master

kelly.towers@siskiyousheriff.org