

MASTER AGREEMENT FOR VOCATIONAL TRAINING
BETWEEN LOS RIOS COMMUNITY COLLEGE DISTRICT
AND
CITY OF SACRAMENTO
SACRAMENTO FIRE DEPARTMENT

This Agreement is made and entered into this ____ day of _____, 2006 by and between the Los Rios Community College District, hereinafter called DISTRICT, and the City of Sacramento acting by and through it's Fire Department, hereinafter called CONTRACTOR, for instruction beginning July 1, 2005 for a period of three years with an option for two one year extensions per Article VI Section 61.

WITNESSETH

RECITALS

WHEREAS, the DISTRICT provides instruction for Fire Science trainees in accordance with minimum standards as outlined by The Uniform Fire Science Curriculum as defined by the State Department of Education and the Office of the California State Fire Marshal.

WHEREAS, the CONTRACTOR desires to collaborate with the DISTRICT in providing said instruction by performing such services as specified hereinafter.

WHEREAS, a job market study has been performed to determine the existing need for individuals with degrees or course work in basic, intermediate and advanced fire science

WHEREAS, the parties intend that this Agreement provides for the mutual cooperation of the DISTRICT and CONTRACTOR in the provision of the above mentioned instruction services.

WHEREAS, both parties desire to enter into a professional and respectful relationship in furthering the fire science training needs of the community.

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, DISTRICT and CONTRACTOR mutually agree as follows:

ARTICLE I – RESPONSIBILITIES OF CONTRACTOR

1. CONTRACTOR shall provide facilities for instructional activities free of charge to the district. CONTRACTOR shall attempt to provide use of said facilities during normal business hours and shall ensure that such facilities are clearly identified as being open to the general public as defined in Title 5, Section 58051.5, and accessible to students enrolled in the course.
2. For each instructor, the CONTRACTOR will provide to DISTRICT documentation satisfying minimum qualifications requirements for the instructional assignment(s). DISTRICT will ensure timely review and response as to the determination of each instructor's eligibility. CONTRACTOR may allow the appearance of a Guest Lecturer(s) to assist in the presentation of any given course pursuant to Education

Code 78022 Guest Lecturer(s) shall only be used under the supervision, direction and control of the assigned instructor to provide supplemental information regarding their expertise.

3. The CONTACTOR shall pay its instructors salary and benefits costs, provide equipment, materials, day to day management support, and all other related costs necessary to conduct DISTRICT PROGRAMS OFFERED UNDER THIS Agreement. Any payments to any Guest Lecturer(s) shall be the responsibility of CONTRACTOR. The CONTRACTOR shall indemnify and hold harmless DISTRICT against any and all claims which are made for salary and/or employment benefits of CONTRACTOR'S instructional staff.
4. The CONTRACTOR shall cooperate with DISTRICT to ensure that all personnel, equipment and materials used in carrying out its responsibilities under this Agreement conform to Education Code and Title 5 mandated standards governing instructional programs.
5. CONTRACTOR shall provide the DISTRICT with a written statement (Attachment A) from each instructor certifying acknowledgment that the DISTRICT has the right to control and direct the educational programs which are the subject of this Agreement.
6. CONTRACTOR shall provide office space and equipment for coordinator, counselor, and any secretarial and administrative staff of CONTRACTOR servicing the program.
7. CONTRACTOR will ensure that minimum standards for credit course content, instructional design, testing of students, and terminal performance rating are consistent with current regulations and DISTRICT'S curriculum standards.
8. CONTRACTOR shall with the DISTRICT, maintain procedures to ensure open enrollment of the classes as outlined in Education Code Section 84500 which by this reference is incorporated herein
9. CONTRACTOR shall with the DISTRICT, allow preference to employed fire science students with 15% of seats provided to interested non-fire science students who satisfy course prerequisites. Students shall meet all prerequisites mutually developed by CONTRACTOR and DISTRICT.
10. CONTRACTOR shall develop such course presentations for credit courses consistent with course outlines as approved by the DISTRICT curriculum committee.
11. CONTRACTOR assures that the instructional activities to be conducted will not be fully funded by other sources.
12. CONTRACTOR will provide DISTRICT with advanced notice of individual course beginning and ending dates.
13. CONTRACTOR will provide any and all certifications.

ARTICLE II – RESPONSIBILITIES OF DISTRICT

14. DISTRICT shall, in conjunction with the CONTRACTOR, offer approved educational courses to meet the needs of the CONTRACTOR.
15. DISTRICT shall provide contact person to work with the CONTRACTOR.
16. DISTRICT and the CONTRACTOR will mutually ensure that ancillary and support services are provided for students.
17. DISTRICT shall assist the CONTRACTOR in student registration in order to adequately manage and control its course offerings.
18. DISTRICT shall include any course sections offered under this Agreement in its published college course schedule. For sections added after publication, DISTRICT will ensure such sections are appropriately advertised to the general public.
19. The DISTRICT shall have primary right to control and direct the educational programs which are the subject of this Agreement. DISTRICT shall demonstrate control and direction by ensuring that the instructors are provided with an orientation, faculty handbook, Title 5 course outlines, curriculum materials, testing and grading procedures, and any other materials and services needed to offer a credit course. CONTRACTOR may develop instructional curriculum with final responsibility and approval by DISTRICT. DISTRICT shall have primary responsibility for curriculum development and the instruction program.
20. DISTRICT shall approve the selection of instructors based upon satisfaction of minimum qualifications for instruction. CONTRACTOR ensures the DISTRICT that each instructor will work to the standards established by the DISTRICT, including, but not limited to, adherence to the course outline during the time the instructor is serving DISTRICT. The DISTRICT has the right to terminate instructors from employment as an instructor in the training programs that are the subject of this Agreement based upon instructor's evaluations and in consultation with CONTRACTOR.
21. DISTRICT shall ensure that course offerings to be reported to the State for apportionment funding meet all appropriate requirements of the Education Code, Title 5, and State student attendance accounting and audit accountability requirements.
22. DISTRICT and the CONTRACTOR will mutually advise one another of any substantive revisions to existing DISTRICT courses offered as part of this Agreement, initiation of new courses, or any other changes to courses or programs in a timely manner (Attachment B).
23. Payments made by the DISTRICT to the CONTRACTOR are intended to compensate the CONTRACTOR primarily for the service time its employees spend performing instructional activities on behalf of DISTRICT and secondarily, for facility, materials and any other costs incurred by the CONTRACTOR for the activities offered under this Agreement.

- 24 DISTRICT will make available career and academic counseling to all registered students and will grant appropriate college credit for instruction. Such services will be provided as needed at the CONTRACTOR'S facility. Determination of the need for career and academic counseling shall be mutually agreed upon by DISTRICT and CONTRACTOR.
- 25 DISTRICT will provide for the assessment of non-fire science students' preparedness prior to enrollment. Such assessment shall be in compliance with State law and related State regulations
- 26 DISTRICT certifies that it does not receive full compensation for direct education costs of any course within the scope of this Agreement from any public or private agency, individual or group
- 27 DISTRICT represents and warrants to CONTRACTOR that DISTRICT and DISTRICT'S employees, at DISTRICT'S sole cost and expense, shall have and maintain, at all times during the term of this Agreement, all accreditations, licenses, qualifications and approvals of whatsoever nature which are legally required for DISTRICT to perform the services under this Agreement.
- 28 Both parties shall meet prior to the start of each fiscal year to discuss the educational program for the coming year. The fiscal year shall be defined as July 1 through the last day of June of the following year. For the purposes of this section the parties shall initiate this dialogue no later than May 1. Topics of the discussion shall include but will not be limited to new or revised courses, anticipated attendance levels, contracted attendance growth compared to previous year, and consideration for attendance growth level contingent upon growth factor assigned to the DISTRICT by State. Finalization of growth discussion between both parties will occur within 30 days of the adoption of the State budget which provides funding for California community colleges and assignment of the DISTRICT'S actual growth factor for the contract/fiscal year. DISTRICT shall notify CONTRACTOR of any changes in the student enrollment fee and non-resident tuition rate.
29. No later than 180 days prior to the termination of this Agreement, the DISTRICT and CONTRACTOR shall meet to discuss the extension of the Agreement.

ARTICLE III – FEES, PAYMENTS AND REPORTING

30. Enrollment fees shall be assessed to students at the current rate for California Residents and for non-resident students. Non-resident students shall be assessed the DISTRICT'S current non-resident tuition in addition to the enrollment fees. CONTRACTOR will collect the enrollment fee and any non-resident fee due from the students or sponsoring agency(ies) enrolled in any course provided by CONTRACTOR as specified in the Annual Training Addendum (Attachment B). CONTRACTOR shall deliver course enrollment rosters weekly. DISTRICT shall invoice CONTRACTOR for enrollment fees and non-resident fees at the end of each course. CONTRACTOR shall remit fees for all students, including CONTRACTOR'S employees, upon receipt of invoice.
31. The courses offered under this Agreement are deemed to be in-service and therefore require attendance reporting using the actual student contact hours of

attendance procedure. Attendance hours are defined as those hours that are reported by the DISTRICT on the Form CCFS 320, California Community Colleges Apportionment Attendance Reports, and are subject to audit by the DISTRICT'S independent auditor and the California Community Colleges Chancellor's Office or its representatives.

32. Upon the completion of the academic year, attendance hours generated by courses offered under this Agreement will be compiled. For the 2005-06 fiscal year, DISTRICT shall reimburse CONTRACTOR \$3.15 per resident student attendance hour eligible for state apportionment for the initial 100,000 hours. For student attendance above 100,000 hours, CONTRACTOR shall be reimbursed \$3.55 per student attendance hour for all hours generated. Attendance hours for non-residence students shall be included in such computation as long as the DISTRICT'S non-resident fees have been assessed and paid by or on behalf of such students enrolled in DISTRICT courses. The hourly rate reimbursements stated above are subject to approval of the 2005-2006 budget with the COLA of 4.23% as presented in the May Revised Governor's Budget Proposal. If the COLA is higher or lower than the 4.23%, the reimbursement rates will be adjusted accordingly.
33. For subsequent years of the Agreement, the cost of living adjustment (COLA) provided to the DISTRICT and funded by the State for financing of community colleges shall apply to the hourly rate reimbursement specified above.
34. CONTRACTOR shall bill DISTRICT for attendance hours generated by courses offered under this Agreement at the rates and conditions specified in Article III, Section 32. A payment of 85% of the instructional costs at the previously specified rate shall be made in August of the following fiscal year after the hours have been reviewed and verified by American River College Records and Admissions. The remaining 15% will be paid in February of the following fiscal year after the final attendance report is filed with the State California Community Colleges Chancellor's office. The payment amounts shall be based upon the monthly rosters showing student contact hours reportable to the State for the academic year.
35. Should the State apportionment funds for any fiscal year be deficiated in any manner, the deficit will be applied proportionately to any funds due the CONTRACTOR.
36. If State of California raises or lowers enrollment fees, CONTRACTOR or DISTRICT may request that the hourly reimbursement rate be renegotiated. The request must be made within 30 days of budget finalization.
37. DISTRICT will reduce FTES enrollment in CONTRACTOR courses proportionate to DISTRICT'S in times of DISTRICT state-wide reductions in FTES enrollment.
38. If State apportionment funds received from this instructional program are adjusted due to subsequent audit(s) by the State of California or any of its agencies, the CONTRACTOR shall reimburse to DISTRICT any and all payments made to the CONTRACTOR which DISTRICT may be obligated to return to the California Community Colleges, State Chancellor's Office or have deducted from DISTRICT'S future apportionment funding.

39 CONTRACTOR shall accept payments as full reimbursement for costs incurred by the CONTRACTOR for all courses offered under this Agreement. At the end of the contract year and upon request by DISTRICT, CONTRACTOR shall provide to DISTRICT an accounting of how these funds were expended in support of instruction. It is the intent that DISTRICT reimbursements to CONTRACTOR shall be used primarily for direct instructional costs.

40. CONTRACTOR may provide at their option food and lodging to students, but the CONTRACTOR is under no obligation to provide such food or lodging. District is under no obligation to reimburse such costs.

41 District payments shall be made payable to Sacramento City Fire Department and mailed to:

Sacramento Fire Department
5770 Freeport Blvd Suite 200
Sacramento, CA 95822

ARTICLE IV – NOTICE

42. All written notices, reports, and other written communications under this Agreement shall be deemed effective upon their deposit in the United States mail, postage prepaid, and addressed to the respective named representatives, or his/her designee, as follows:

(A) TO DISTRICT

David Viar, President
American River College
4700 College Oak Drive
Sacramento, CA 95841-4286

(B) TO CONTRACTOR

Rod Chong, Deputy Chief
Sacramento Fire Department
5770 Freeport Blvd Suite 200
Sacramento, CA 95822

ARTICLE V – LIABILITY

43. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall defend, indemnify and hold harmless the DISTRICT, its officers, employees, agents and representatives against any and all claims arising out of the employment, employment benefits and/or salary of the instructors, coordinators and/or staff employed for purposes of this Agreement, except when such claim of employment rests upon assertion of entitlement to tenured employment.

CONTRACTOR and DISTRICT shall each assume the responsibility and the liability for the acts and omissions of their own officers, agents, or employees in connection with the performance of their official duties under this Agreement. For tort liability purposes, neither CONTRACTOR nor the DISTRICT nor their officers, agents or employees shall be considered an agent of the other.

Each party shall assume the responsibility and liability for and shall indemnify, defend, and hold harmless the other party, its agents, officers and employees from and against any and all liabilities, obligations, losses, damages, penalties, fines,

claims, actions, suits, costs and expenses, and disbursements (including legal fees and expenses) of any kind and nature whatsoever imposed in, asserted against, incurred or suffered by the other party or its agents, officers or employees by reason of damage, loss of injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any negligent act or action, or any neglect, omission or failure to act when under a duty to act on their part or any of their agents, officers or employees in its or their performance of services or obligations hereunder.

The provisions contained herein include any violation of applicable law, ordinance, regulation, or rule including where the claim, loss, damage, change or expense was caused by deliberate, willful, or criminal acts of either party, or any of its agents, officers, or employees in its or their performance hereunder.

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

The parties shall provide written notification to the other party within thirty (30) days of receipt of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The parties shall establish procedures for the sharing of information and cooperate in the defense of such actions brought by other with respect to the matters covered in this Agreement, unless to do so creates a conflict of interest. Nothing set forth in this Agreement shall establish a standard of care for, or create any legal right in, any person not a party to this Agreement.

It is expressly understood and agreed that no personal liability whatsoever attaches to any member of the DISTRICT Board of Trustees, any member of CONTRACTOR'S City Council, or to any of the officers or employees thereof by virtue of this Agreement.

44. MUTUAL WAIVER OF SUBROGATION

The parties agree that in event of loss due to a claim arising out of any negligence, omission, or failure to act when under a duty by any of their agents, officers, or employees, each party shall look to its own insurance for recovery.

ARTICLE VI – MISCELLANEOUS

45. MODIFICATION

No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.

46. CAPTIONS

The headings or captions to the Articles of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part thereof.

47. SEVERABILITY

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect.

48 AMBIGUITIES

The parties have each carefully reviewed this Agreement and have agreed to each term of it. No ambiguity shall be presumed to be construed against any other party.

49 GOVERNING LAW

The interpretation and enforcement of the Agreement shall be governed by the laws of the State of California, and where applicable, by federal law. Venue shall be in Sacramento County.

50 INTEGRATION

This Agreement, including Attachment A, embodies the entire agreement of the parties in relation to the scope of services herein described, and no other agreement or understanding, verbal or otherwise, exists between the parties.

51 TERMINATION

This Agreement may be terminated by either party in the event of a breach of contract. Prior to termination, the party seeking termination shall provide the other party with written notice of the breach and ninety days to cure the breach. If the breach is not cured or otherwise resolved to the satisfaction of the parties within the specified ninety day period, the Agreement may be terminated. The Agreement may also be terminated prior to the termination date upon the mutual written consent of the parties. It is agreed that students enrolled at such time in the services mentioned herein shall be given the opportunity to complete the full program offered. Neither party shall incur any liability to the other by reason of such termination.

52 WAIVER

Waiver by either party of any breach, default or condition precedent shall not constitute a continuing waiver or a waiver of any other subsequent breach, default or condition precedent or any other right hereunder.

53 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

54 COMPLIANCE WITH LAWS AND REGULATIONS

The parties shall comply with all applicable Federal, State and Local laws, ordinances, rules and regulations pertaining to their obligations and the services to be provided under this Agreement.

55 NO GRANT OR AGENCY

Except as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement to bind the other party to any obligation whatsoever.

56 ASSIGNMENT PROHIBITED

Neither party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

57. NONDISCRIMINATION

In the performance of the services or obligations required by this Agreement, neither party shall discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or disability, or sexual orientation. CONTRACTOR is responsible for providing any reasonable accommodation required under the "Americans with Disabilities Act."

58. Upon request, DISTRICT shall provide CONTRACTOR with any and all referenced educational guidelines and/or documents articulated in this Agreement, including Title 5 of the Education Code and California Community Colleges Apportionment Attendance Reports that address the program

59. The parties shall maintain confidentiality of all records to the full extent permitted by the California Public Records Act and other state and federal laws regarding public agency and/or academic records.

60. CONTRACTOR shall retain the right to appropriately discipline or release students from classes based on CONTRACTOR'S employment and security mandates in addition to standards mandated by POST and STC, subject to approval of the DISTRICT.

61. This Agreement may be renewed on the same conditions from year to year after completion of the initial three year term. Renewal may be made by mutual written agreement between CONTRACTOR and DISTRICT.

62. Current approved instructors shall not be required to complete additional Agreements for Vocational Training Services or re-apply for approved instructor status, and shall be authorized to conduct instruction under this Agreement.

The person signing this Agreement for DISTRICT hereby represents and warrants that he or she is fully authorized to sign this Agreement on behalf of DISTRICT

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

CITY OF SACRAMENTO:

(Authorized Signature)

(Printed Name)

Date _____

LOS RIOS COMMUNITY COLLEGE
DISTRICT.



(Authorized Signature)

(Printed Name)

Date 4/28/06

APPROVED AS TO FORM:

Alan Wong
Signature

APPROVED AS TO FORM:

(District's Legal Advisor)

Senior Deputy City Attorney,
Title City of Sacramento

Attachments:

- A – Agreement for Vocational Training Services
- B – Annual Training Addendum

LOS RIOS COMMUNITY COLLEGE DISTRICT

Agreement for Vocational Training Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between Los Rios Community College District, hereinafter referred to as DISTRICT, the City of SACRAMENTO acting by and through it's FIRE DEPARTMENT, hereinafter referred to as CONTRACTOR, and _____, hereinafter referred to as INSTRUCTOR.

WITNESSETH;

- 1 The INSTRUCTOR agrees to provide instructional services in the City of Sacramento Fire Department Program offered by Los Rios Community College DISTRICT as described in the Master Agreement between CONTRACTOR and DISTRICT, during the period of _____
2. The INSTRUCTOR agrees to work to the standards established by the DISTRICT, including, but not limited to, adherence to the course outline during the time the INSTRUCTOR is serving DISTRICT.
3. The DISTRICT shall have the primary right to control and direct the educational program which is the subject of this Agreement and shall have the primary right to direct and control the activities of the INSTRUCTOR. Activities shall be performed by the INSTRUCTOR in accordance with such responsibility and control, subject to the provisions set forth more particularly in a contract by and between the City of Sacramento Fire Department and the DISTRICT
4. At all times while performing services under this Agreement, the INSTRUCTOR shall be a contractor of the City of Sacramento Fire Department or other Agency, and not an employee of the DISTRICT. The INSTRUCTOR acknowledges his/her status as a contractor, the significance of such status and that such status does not entitle the INSTRUCTOR to the same benefits nor impose upon the INSTRUCTOR the same obligations as an employee with either DISTRICT or CONTRACTOR.

I have read all of this Agreement and understand it completely, and/or have consulted with my own attorney if I so desired, and by my signature below represent that this Agreement is the only statement by or on behalf of DISTRICT or CONTRACTOR upon which I have relied in signing this Agreement.

IN WITNESS WHEREOF, the said parties have hereunto set their names.

INSTRUCTOR

LOS RIOS COMMUNITY COLLEGE DISTRICT

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Address)

(City, State, Zip Code)

SSN

DATE

Annual Training Addendum
to the
MASTER AGREEMENT FOR VOCATIONAL TRAINING
Between LOS RIOS COMMUNITY COLLEGE DISTRICT
AND
City of Sacramento
Sacramento Fire Department

This Addendum is part of the Master Agreement for Vocational Training between the Los Rios Community College District and the City of Sacramento Fire Department :

From July 1, 2005 through June 30, 2008, the CONTRACTOR agrees to provide instruction that may include.

(Hours are approximate and may change. Significant changes shall be immediately provided to DISTRICT.)

2. CONTRACTOR, with DISTRICT approval, may present additional courses of instruction.

3 CONTRACTOR shall provide the DISTRICT with advance notice of individual course beginning and ending dates

IN WITNESS WHEREOF the said parties have hereunto set their names.

CITY OF SACRAMENTO:

LOS RIOS COMMUNITY COLLEGE
DISTRICT .

Authorized Signature

Authorized Signature

DATE: _____

DATE. _____