



Copper Mountain College

Instructional Services Agreement

This Agreement is made and entered on this ____ day of _____, 2024, by and between the COPPER MOUNTAIN COMMUNITY COLLEGE DISTRICT, San Bernardino County, California, a California Community College DISTRICT, hereinafter referred to as the "DISTRICT" and the MORONGO VALLEY FIRE DEPARTMENT, San Bernardino County, California, a California Fire Department, hereinafter referred to as the "MVFD."

WITNESSETH:

Article I – Recitals

WHEREAS the DISTRICT's mission is to provide educational opportunities for diverse desert communities and beyond through a comprehensive curriculum and support services that demonstrate a passion for the success of every individual student.

WHEREAS the DISTRICT wishes to promote contextual-based learning experiences and provide opportunities for positive employment outcomes for students currently enrolled or who have completed career and technical education programs.

WHEREAS the DISTRICT has worked to develop relationships with local industry partners and communities within the Riverside and San Bernardino Counties to broaden educational and employment opportunities for students.

WHEREAS the DISTRICT is willing to communicate, cooperate, and involve the MVFD's Fire Chief and/or a designated representative in all aspects of the planning and execution of this agreement.

WHEREAS the DISTRICT will provide vocational education programs, for selected eligible students of the DISTRICT and MVFD Employees, through this Agreement. The DISTRICT has the authority under Education Code Section 70902 to establish and maintain educational and training services. Therefore, pursuant to California Education Code Section 8092, Title 5, California Code of Regulations 55600, et seq., the State Plan for Vocational Education, and the Federal Vocational and Applied Technology

Education Act, the DISTRICT Board of Trustees has determined, by resolution, the appropriateness of offering vocational education programs by contract. The specific courses of this instruction shall be mutually agreed upon, in writing, prior to the beginning of each academic year and shall be filed with this agreement.

WHEREAS, in accordance with Education Code Section 78015, the Board of Trustees of the DISTRICT, prior to establishing a vocational or occupational training program, has conducted a job market study of the labor market area, and determined that the results justify this program.

WHEREAS it is mutually agreed that both MVFD and DISTRICT will ensure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, Placement Assistance).

WHEREAS the DISTRICT does hereby certify that it does not receive full compensation for the direct education costs of the course(s) from any public or private agency, individual or group.

WHEREAS, the DISTRICT and MVFD desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code Section 81160.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Article II – Classes

- A. The courses of instruction and the outlines of record for such courses may include but not limited to:
 - 1. California Fire Service and Education Training Program (FSTEP) Courses.
 - 2. California Fire Service Training and Education System (CFSTES) courses.
 - 3. International Fire Service Accreditation Congress (IFSAC) and Pro Board-certified courses.
 - 4. MVFD specific in-service training.
 - 5. EMS Training for in-service personnel to include CPR/AED/First Aid community classes.
 - 6. Fire Technology Courses and any other approved courses and/or training.
 - 7. Cooperative Work Experience Education (CWEE).
 - 8. Internships.

- B. Credit bearing classes shall adhere to the number of class hours sufficient to meet the stated performance objectives, as identified by the DISTRICT and approved by the Community Colleges Chancellor's Office.

- C. Student enrollment fees for credit classes will be at the current per unit tuition fee as designated by the DISTRICT.

Article III – Responsibilities of the DISTRICT

A. Instruction and Curriculum

1. The DISTRICT is responsible for obtaining certification verifying that the instructional activity to be conducted will not be fully funded by other sources.
2. The DISTRICT will provide MVFD with approved college and State Fire Training curriculum for use in instruction provided under this agreement.
3. The DISTRICT has the primary right to control and direct the activities of the instructional staff furnished by MVFD as it relates to the terms and condition of this agreement.
4. The DISTRICT is responsible for the educational program conducted on site at MVFD.
5. The DISTRICT will register students and these records shall always be available for review.
6. Withdraw of a student prior to the completion of the program or course will be subject to the stated withdraw policies of the DISTRICT.
7. The DISTRICT shall ensure that educational ancillary and support services are available to students enrolled in credit or non-credit courses under this agreement.
8. The DISTRICT shall provide the worker's compensation insurance for all registered students participating in the Cooperative Work Experience Education program and the Internship program.
9. Enrollment in the course(s) may be open to MVFD employees and students who have been admitted to the DISTRICT and met any applicable prerequisites (Title 5 Sections 51006 and 58106).
10. The DISTRICT policy on open enrollment must be published in the college catalogue, schedule of classes, and any addendums to the schedule of classes along with a description of the course and information about whether the course is offered for credit and is transferable (Title 5 Sections 51006 and 55005).
11. Degree and certificate programs must be approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or the DISTRICT must have received delegated authority to separately approve those courses locally.
12. The DISTRICT will maintain records of student attendance and achievement. Records will be always open for review by officials of the DISTRICT and submitted on a schedule developed by the DISTRICT.
13. Instruction to be claimed for apportionment under this Agreement is under the immediate supervision and control of an employee of the DISTRICT who has

met the minimum qualifications for instruction in a vocational subject for a California Community College (Title 5, Section 58058).

14. Where MVFD's Instructor is not a paid employee of the DISTRICT, DISTRICT shall demonstrate control through such actions as providing the instructor with 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.
15. DISTRICT will provide MVFD with a list of minimum qualifications for instructors teaching the courses covered by this Agreement and that the qualifications are consistent with requirements in other similar courses given at the DISTRICT.

Article IV – Responsibilities of MVFD

A. Instruction and Curriculum

1. Courses may be open to enrollment for any MVFD employee and student who has been admitted to the DISTRICT subject to facility or other proper limitations on enrollment.
2. MVFD will maintain current accurate records of student attendance and progress on forms provided by the DISTRICT, and consents to inspection by authorized representatives of the DISTRICT, the California Community College Board of Governors, the Bureau of School Approval and other persons or entities as required by law.
3. All courses under this Agreement will be approved by the DISTRICT and meet applicable State criteria and standards.
4. MVFD shall organize and provide class schedules, monitor students, maintain records of work experience education, and be responsible for apprentice evaluation and counseling regarding on-site work experience.
5. MVFD will provide instruction for students using approved curriculum provided by the DISTRICT and/or State Fire Training.
6. MVFD will require its instructors to complete any training mandated by the State of California and/or State Fire Training for instructor credentialing when State Fire Training certificates are issued, or Fire Technology courses are offered.
7. When MVFD wants to offer a course or training and has no qualified instructors on its staff, MVFD may contract with a DISTRICT instructor or other qualified instructor to teach the course or conduct the training. The contract instructor's fees shall be paid from the apportionment received by MVFD. The contract instructor will function as an independent contractor and will meet the appropriate qualifications as determined by the DISTRICT. The independent contract instructor will sign a separate contract stating that the

- DISTRICT has the primary right to control and direct the instructional activities of the independent contract instructor. When teaching a course as an independent contract instructor, the instructor will not be acting as an employee of the DISTRICT or MVFD.
8. Supervision of the students will be the responsibility of the designated MVFD representative while enrolled in the CWEE and/or Internship Program while working at the MVFD.
 9. Evaluation of the student's progress will be conducted in collaboration with MVFD along with a faculty member of the DISTRICT, for the purposes of evaluation of progress within the course in which the student is enrolled.
 10. MVFD shall provide its own clerical support to maintain their employee's training records.
 11. MVFD shall provide funds for and administer instructor workshops for its instructional employees as needed. The MVFD's financial resources must be adequate to ensure its operation for the duration of this Agreement, and on a basis of sound administrative policies, adhere to the DISTRICT'S compliance with State Regulations: Titles VI of 1964; Title IX of the Education Amendments of 1972; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and the Age Discrimination Act of 1990, and does not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, gender, age, ethnic group identification, sexual orientation or status as a veteran, in any of its policies, procedures, or practices.
 12. MVFD employees will be responsible for assisting their instructors and placing all tools, equipment, and materials in the training areas when needed by their instructors. They will assist their instructors in the restoring of the shop area to a neat and orderly condition and in the return of tools, equipment, and surplus materials to the proper storage areas after classes.
 13. MVFD and all its employees or agents shall secure and maintain in force such licenses and permits that are required by law, relating to the furnishing of materials, supplies, or services herein listed.

Article V – Facilities, Equipment and Supplies

- A. DISTRICT shall provide and maintain training facilities owned and operated by the DISTRICT.
- B. MVFD may use the DISTRICT'S Fire Training Center located at 6162 Rotary Way Joshua Tree, Ca. 92252 for in-service or specialized training under agreed upon terms and conditions described in a "Facilities Use Agreement" provided by the DISTRICT.

- C. Courses and training must be held at facilities which are clearly identified as being open to the public (Title 5, Section 58051.5). Exception: some in-service and other fire training courses may be conducted on sites/installations that may require the use of personal protective equipment which will limit enrollment to MVFD employees and fire academy graduates and not to the public due to training in an imminent dangerous to life or health environment (IDLH).
- D. If the classes are to be located outside the boundaries of the DISTRICT, the DISTRICT must comply with the requirement of Title 5, Sections 55230 through 55232 concerning approvals by adjoining high school or community college DISTRICTs and use of non-DISTRICT facilities.
- E. MVFD's physical facilities will meet the requirements for state and local safety and health regulations and its equipment and instructional materials are adequate and suitable for the courses offered and the number of students in attendance.

Article VI – General Provisions

- A. This Agreement shall commence with the regular school term starting _____ **and end on _____ for CWEE and open enrollment for Fire Interns (Dates to be determined by both parties)**
- B. This Agreement may be terminated by either party providing a minimum sixty (60) days written notice of their intent to terminate or not to renew the agreement. Renewal is subject to the terms of Paragraph VI.H. below.
- C. It is agreed that MVFD or any employee or agent of MVFD is acting as an employee or independent contract instructor for the MVFD and not as an agent or employee of the DISTRICT. MVFD shall be solely responsible for the salaries and other benefits including Liability Insurance, Workers' Compensation Insurance and/or any other insurance coverage for their employees.
- D. Neither the DISTRICT nor MVFD receives full funding for the instruction from the State or other sources. It is the intent of this Agreement that the DISTRICT and MVFD combine their resources to provide the instruction that would not have been possible but for the combination of resources. The funds received/paid by either party under this Agreement must be more than a trivial amount used to augment the instruction program.
- E. The DISTRICT shall pay MVFD on a quarterly basis. MVFD shall submit and certify monthly statements and billings to the DISTRICT on the last day of each month for which contracted instruction is given, including a daily tally of certified training attendance hours by individual student enrollment utilizing the DISTRICT Attendance and Training Report Forms. The per-student amount shall not exceed the total direct and indirect costs to provide the same training in the DISTRICT. There shall be no additional tuition charged (other than what is stipulated in Article II, Paragraph C) for any program included in the Agreement.

Students must be certified to the DISTRICT for attendance purposes during the preceding month at MVFD's place of instruction, be in good standing at the DISTRICT, and demonstrate satisfactory progress in the coursework.

- F. The DISTRICT will split non-credit apportionment revenue received for this program from the State whereby 40% will go to the MVFD and 60% will go to the DISTRICT.
- G. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by MVFD without the prior written consent of both parties.
- H. When the following conditions exist, this Agreement may be cancelled by either said party hereto upon giving notice referred to in Paragraph VI.B., above. Such notice shall be personally served or given in the United States Mail.
 - 1. Emergency conditions resulting from acts of GOD.
 - 2. Non-performance of the terms of this Agreement.
- I. It is agreed the DISTRICT will not withhold any Federal or State income tax from payment made pursuant to this agreement but will provide MVFD with a statement of earnings at the end of each calendar year.
- J. MVFD certifies that MVFD is aware of the laws of the State of California requiring employers to be insured against liability for Worker's Compensation. MVFD shall provide workers' compensation and professional liability insurance or self-insure its services for their employees. The DISTRICT shall provide workers' compensation and professional liability insurance or self-insure its services for students who may be attending courses or training at MVFD.
- K. MVFD shall indemnify, and hold harmless the DISTRICT and its agents, servants and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of action of whatsoever kind, nature or sort arising out of, or in any manner connected with the performance by MVFD of any services hereunder, and MVFD shall assume full responsibility for payments of Federal, State, and local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and income tax law, or any disability or unemployment law, or retirement contributions of any sort whatever, concerning MVFD or any employee or agent thereof, and shall further indemnify and hold harmless the DISTRICT of and from any such payment or liability arising out of or in any manner connected with MVFD's performance under this agreement.

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

DISTRICT

Copper Mountain Community College District
6162 Rotary Way
Joshua Tree, CA. 92252

MVFD

Morongo Valley Fire Department
11207 Ocotillo St.
Morongo Valley, Ca. 92256

EIN: _____

Signed: _____

Michael Reese
Vice President, Academic Services

Signed: _____

By: _____
(Name & Title printed or typed)

Date: _____

Date: _____

CMC Board Approval: _____