

## INSTRUCTIONAL SERVICES AGREEMENT (ISA)

**THIS INSTRUCTIONAL SERVICES AGREEMENT** is made and entered between **MERCED COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District", and **CITY OF MERCED**, located at 99 E 16<sup>th</sup> Street, Merced, California, hereinafter referred to as "CITY FIRE:"

- (a) This ISA contract will replace MC4012 amended on January 1, 2024 between the District and CITY FIRE.
- (b) The District will provide **For Credit Fire Classes (Exhibits A-Z)** for eligible students of the District, as amended, through this Agreement with the CITY FIRE in order to prepare the aforementioned students with the skills necessary for work in the Fire professions. The agreed upon course(s) have been approved by the District through its curriculum approval process, which includes approval through the Chancellor's Office. Exhibit A provides a listing of the Merced College Courses approved for delivery through ISA. Exhibits B-Z are the corresponding course outlines of record with documentation that each has been approved by the college's curriculum committee, is consistent with title 5 course standards, and has been approved by the district board of trustees. Furthermore, the courses and programs have been approved by the Chancellor's Office with delegated authority to separately approve each course. The District shall be responsible for the educational programs conducted under this agreement. Modifications to this instructional agreement may be made at any time by mutual agreement.
- (c) CITY FIRE is part of the City of Merced with capabilities and experience in general and/or vocational instruction and training and is an exempt entity under the Internal Revenue Code of the United States.
- (d) Each instructor, although an employee of City of Merced, will also meet the minimum qualifications to instruct in Paramedic or Fire Technology in a California Community College and who are or can be approved by the Merced College Board of Trustees. These have been determined by the Merced Community College District and the California Community College Board of Governors, and will sign an agreement (Notice of Assignment) for instructional services with the District prior to the commencement of instruction; and
- (e) CITY FIRE 's financial resources are adequate to ensure operation for the duration of this contract, and the CITY FIRE operates on a basis of sound administrative policies and adheres to ethical practices and does not and shall not discriminate on the basis of race, color, national origin, sex, handicap, religion, or age; and
- (f) CITY FIRE 's physical facilities meet requirements for State and local safety and health regulations with public access to such facilities and its equipment and instructional materials are adequate and suitable for the courses offered and the number of students in attendance, comply with the Adults with Disabilities Act and other applicable local, state and federal regulations. All classes are open to all students who meet the approved prerequisites.
- (g) CITY FIRE maintains current, accurate records of student attendance and progress, which shall remain on file for a minimum of five years after the year of service, and consents to inspection, with reasonable notice, by authorized representatives of the District, the California Community College Board of Governors, and the Bureau of School Approval; and

- (h) The funds received by CITY FIRE under this Agreement are used to augment the rate of fees and other charges that would otherwise be collected for such instruction; and
- (i) It has been determined that CITY FIRE can provide adequate training, equipment, and services not otherwise available in the District; any District owned equipment is subject to be returned from CITY FIRE upon the termination of the Agreement;

In consideration of the conditions, covenants, terms, agreements, and recitals contained herein, it is mutually agreed as follows:

All of the above recitals are true and correct.

1. CITY FIRE will provide instruction for students at the Merced Fire Department facilities during the contract period, **July 1, 2025 through June 30, 2028**. For all periods of instruction, all students must be under constant direct line of sight supervision of an instructor as described in (c) above. The District will compensate the CITY FIRE **\$4.75** per student contact hour for facility usage less the DISTRICT current registration fee, unless the registration fees have been paid by CITY FIRE or individual students. An invoice submitted after the three (3) week limit may not be honored for payment.
2. The District is not obligated to pay more than a total of **\$200,000.00** during the contract period at the rate of **\$4.75** per hour for the period between **July 1, 2025 through June 30, 2028**. CITY FIRE may reopen ISA negotiations for additional funds to be made available if the **\$200,000.00** cap is reached before the end of the fiscal year. CITY FIRE shall notify the District in writing within two days of the permanent departure of instructional staff. If no notice is given, the District shall not be responsible for payment to CITY FIRE, even if a substitute is present.
3. CITY FIRE shall provide, without cost to the student for the period of training, all necessary instructional materials for each student covered by this Agreement, including all necessary supplies.
4. CITY FIRE shall invoice The District, on a monthly basis, at the conclusion of each class, and no later than three (3) weeks after the receipt of the grade sheet for that class by CITY FIRE shall invoice at the rate of **\$4.75** per student contact hour for facility usage less the District current registration fee, unless the registration fees have been paid by City Fire or the individual students. An invoice submitted after the three (3) week limit may not be honored for payment. Students must be certified to the District for attendance purposes during the preceding month at the CITY FIRE 's place of instruction, be in good standing at the College, and demonstrate satisfactory progress in coursework. CITY FIRE shall make all enrollment, attendance and progress reporting records available to the District upon request.
5. CITY FIRE shall immediately report in writing to the District within 5 business days if a student withdraws voluntarily or involuntarily from the program.
6. CITY FIRE shall submit and certify statements and billings to the District on the 10<sup>th</sup> of every month for which contracted instruction is given. Records including a daily tally of certified training attendance hours by individual students enrolled will be submitted to the District utilizing the "College Attendance and Training Report forms". Submitted forms will be reviewed for accuracy



and processed by the District within 90 days of receipt. Any pending College Attendance and Training Report forms must be submitted by CITY FIRE to the District at the end of each session. The District has the right to examine and audit all of the financial and attendance records and other documents related to billing and payment.

7. The District may withhold payment to when: 1) CITY FIRE has failed to perform under the terms of the contract; 2) CITY FIRE invoice includes services provided on days that are not billable days of attendance; 3) CITY FIRE was overpaid by the District based on an audit of records; 4) CITY FIRE has failed to provide adequate supporting documentation to its invoice;
8. The District shall exercise control and supervision of the instructor and educational programs instructed under this agreement consistent with those activities the District performs for an adjunct or part-time instructor. The instructor is not a paid employee of the District. The District has an additional Notice of Assignment with each instructor requiring FTES to be reported by the instructor and states that the District has the primary right to control and direct the instructional activities of the instructor (Title 5 section 58058).
9. The CITY FIRE shall allow the District to access to its facilities and classrooms for monitoring of student attendance and progress. Such access shall include unannounced monitoring visits to classrooms.
10. The District shall provide administrative functions, including admission, counseling, registration, attendance, and achievement records similar to those maintained for all other students of District, in addition to those administrative functions required of CITY FIRE. The District shall provide a classroom location at its Merced Campus one day a week during non-peak hours to provide for college onboarding transitions.
11. The CITY FIRE shall carry Worker's Compensation Insurance on all of its students and employees, and the District on all of its students and employees.
12. This Agreement shall be reviewed periodically by the parties hereto, and not more than one year from the date of execution hereof. Any amendments or adjustments reasonably necessary shall be made from time to time by mutual consent.
13. The CITY FIRE shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability or a comparable program of self-insurance at a minimum of One million dollars (\$1,000,000) per occurrence and Three million dollars (\$3,000,000) in aggregate for bodily injury, personal injury and property damage; automotive liability insurance at a minimum of One million dollars (\$1,000,000) per accident for bodily injury. The policies shall be endorsed to name Merced Community College District, its trustees, officers, agents, employees, and volunteers as additional insured. Statutory Workers' Compensation coverage, including employers' liability limits of One million dollars (\$1,000,000) per accident if and as required by the State of California is required of employers. Such policies will provide for notification at least thirty (30) days in advance of a material modification or cancellation of coverage. Insurance carries of the policies required above shall maintain during the contract term, a Best Key Rating of A: VII or higher.

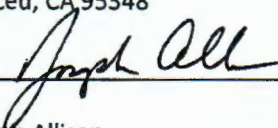
14. The District certifies that it does not receive full compensation for the direct education costs of the course(s) from any public or private agency, individual or group.
15. The CITY FIRE certifies that the agreed upon instructional activity is not funded by other sources.
16. CITY FIRE shall defend, indemnify and hold harmless Merced Community College District and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, costs (including without limitation costs and fees of litigation) arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of CITY FIRE , any sub CITY FIRE , anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of District.
17. The term of this Agreement shall be for a period of thirty-six months, **July 1, 2025 through June 30, 2028.**
18. Anything in this Agreement to the contrary notwithstanding, District and CITY FIRE reserve the right to terminate this Agreement at any time for cause, upon giving at least 30 days written notice.
19. The following representatives shall be notified in writing of any changes to this Agreement:

Joe Serena  
Dean of Allied Health and Public Safety  
3600 M Street  
Merced, CA 95348  
(209) 386-6608

Casey Wilson  
Fire Chief  
99 E. 16<sup>th</sup> Street  
Merced, CA 95340  
(209) 388-8514

IN WITNESS WHEREOF, said parties to this Agreement have executed these presents and hereunto set their hands on the day and year first above written.

MERCED COMMUNITY COLLEGE  
DISTRICT  
3600 M Street  
Merced, CA 95348

By: 

Joseph Allison  
VP Administrative Services

Date 7/28/25

CITY OF MERCED

A California Charter Municipal Corporation

BY: \_\_\_\_\_

D. Scott McBride,

City Manager

ATTEST:

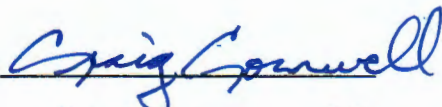
D. SCOTT MCBRIDE, CITY CLERK

BY: \_\_\_\_\_

Assistant/Deputy City Clerk

APPROVED AS TO FORM:

CRAIG J. CORNWELL, CITY ATTORNEY

BY:  9/25/2025

City Attorney

Date

ACCOUNT DATA:

M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: \_\_\_\_\_

Verified by Finance Officer