

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**, a California Charter Municipal Corporation, located at 678 West 18th Street, Merced, California, hereinafter referred to as "City:"

- (a) This ISA contract will replace MC3785 entered into on December 13, 2022 between the District and City of Merced Fire Department.
- (b) The District will provide **For Credit Fire Classes (Exhibits A-AH)** for eligible students of the District, as amended, through this Agreement with the City 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-Y 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) The Fire Department is a Department of the City 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 the City, will also meet the minimum qualifications of District 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's financial resources are adequate to ensure operation for the duration of this Agreement, and the City 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'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.

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- (g) City 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 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 the City 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 will provide instruction for students at the Merced Fire Department facilities during the contract period, **July 1, 2022 through June 30, 2025**. 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 **\$4.75** per student contact hour for facility usage less the DISTRICT current registration fee, unless the registration fees have been paid by City 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, 2022 through June 30, 2025**. City 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 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, even if a substitute is present.
3. City 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 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 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 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's place of instruction, be in good standing at the College, and demonstrate satisfactory progress in

coursework. City shall make all enrollment, attendance and progress reporting records available to the District upon request.

5. City shall immediately report in writing to the District within 5 business days if a student withdraws voluntarily or involuntarily from the program.
6. City shall submit and certify statements and billings to the District on the 10th 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 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 has failed to perform under the terms of the contract; 2) City invoice includes services provided on days that are not billable days of attendance; 3) City was overpaid by the District based on an audit of records; 4) City 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 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. 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 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 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 carriers 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 certifies that the agreed upon instructional activity is not funded by other sources.
16. City 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, 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, commencing **July 1, 2022, and terminating June 30, 2025.**
18. Anything in this Agreement to the contrary notwithstanding, District and City 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:

Dr. Valerie Albano
Dean of Allied Health, Child Development
And Public Services
3600 M Street
Merced, CA 95348
(209) 386-6730

Derek Parker
Fire Chief
99 E. 16th Street
Merced, CA 95340
(209) 388-8514

City Clerk
City of Merced
678 W. 18th Street
Merced, CA 95340

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 2/14/24

CITY OF MERCED
678 W. 18th Street
Merced, CA 95340

By: _____

D. Scott McBride
City Manager
Date _____

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____

Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: _____

City Attorney

Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____

Verified by Finance Officer

Exhibit A-Courses approved for ISA offerings

Exhibit	Course Number	Course Name	Units	Contact Hours
B	FIRE-58	Firefighter Basic Skills	9	216
C	FIRE-63A	Basic Firefighter I, Academy A	8	180
D	FIRE-63B	Basic Firefighter I, Academy B	8	180
E	FIRE-65C	Wildland Firefighting Strategy and Tactics	1	18
F	FIRE-65E	Introduction to Hazardous Materials Awareness	0.5	9
G	FIRE-65F	Hazardous Materials-First Responder Operations (HM F.R.O)	1	20
H	FIRE-65G	First Responder Operations-Decontamination (DECON FRO)	0.5	9
I	FIRE-66D	Equipment Operator for Volunteer Firefighters	2	36
J	FIRE-67A	Low-Angle Rope Rescue, Operational	1	18
K	FIRE-67B	Auto Extraction	0.5	9
L	FIRE-68B	Basic Incident Command System (I-200)	1	18
M	FIRE-68C	Incident Command System-Intermediate (I-300)	1.5	27
N	FIRE-68D	Advanced Incident Command System (I-400)	2	36
O	FIRE-69A	First Responder Medical	2.5	45
P	FIRE-69B	First Responder Re-Certification	1.5	27
Q	FIRE-71A	Fire Instructor I	2.25	40.5
R	FIRE-71B	Fire Instructor II	2	36
S	FIRE-72A	Fire Command- Module A	2	40
T	FIRE-72B	Fire Command- Module B	2	40
U	FIRE-73A	Fire Inspector 1A	2	40
V	FIRE-73B	Fire Inspector 1B	2	40
W	FIRE-75	Fire Management I-Management for Company Officers	2	40
X	FIRE-76A	Fire Apparatus Driver/Operator 1A (Emergency Vehicle Op)	2	2.2
Y	FIRE-76B	Fire Apparatus Driver/Operator 1B (Pump Op)	2	2.2
Z	EMER-10	Paramedic I	12.5	25.75
AA	EMER-11	Paramedic I Lab	1.5	81
AB	EMER-20	Advanced Paramedic	11.5	11.5
AC	EMER-21	Advanced Paramedic Lab	1.5	81
AD	EMER-30	Paramedic, Acute Clinical Lab	3	9
AE	EMER-31	Paramedic Field Experience	9	27
AF	EMER-50A	Emergency Medical Technician I, Module A	2.5	15.75
AG	EMER-50B	Emergency Medical Technician I, Module B	4.5	44.25
AH	FIRE-24	Work Experience in Fire Technology	1-8	60-600

EXHIBIT A