

MASTER AGREEMENT
BETWEEN
CITY COLLEGE OF SAN FRANCISCO
AND
THE SAN FRANCISCO FIRE DEPARTMENT FOR
THE CITY AND COUNTY OF SAN FRANCISCO

This Master Agreement ("Agreement") is made and entered into this 14th day of DECEMBER, 2018, by and between the City College of San Francisco ("DISTRICT") and the City and County of San Francisco ("CITY"), acting by and through the San Francisco Fire Department ("SFFD"), for the purpose of outlining the duties and responsibilities of each party as they relate to providing affiliated educational courses for SFFD personnel.

WITNESSETH

Whereas, District provides educational courses, programs and instruction and training ("educational courses") to public and private organizations within its jurisdictional boundaries; and

Whereas, Title 5, section 58058 of the California Code of Regulations allows a Community College to contract with a public or private Agency to provide instruction; and

Whereas, SFFD desires to provide training to its employees in support of employee development and organizational effectiveness; and

Whereas, District occasionally needs, and the SFFD can provide, certain skilled personnel (Instructor/s of Record) to assist in the delivery of training to students of DISTRICT; and

NOW, THEREFORE, DISTRICT and SFFD ("the Parties") mutually agree as follows.

I. RESPONSIBILITIES OF DISTRICT

- A. DISTRICT shall offer mutually agreed upon and approved educational courses to the public as contained in Appendix A.
- B. DISTRICT shall assist identified SFFD personnel with student registration and other ancillary support services including: counseling, guidance and academic placement assistance related to the provided educational courses in this Agreement. DISTRICT is not responsible for providing books and instructional materials required for educational courses.
- C. DISTRICT shall review and approve the selection of Instructor/s of Record recommended by the SFFD based on the State's community college faculty minimum qualifications and requirements for other similar courses given at DISTRICT. SFFD Instructor/s of Record meeting DISTRICT faculty minimum qualifications will be paid by SFFD.
- D. DISTRICT will evaluate the quality of instruction to ensure that it meets the needs of the students and other requirements of DISTRICT. The Instructor/s of Record shall adhere to District policies regarding professional conduct, student confidentiality, and instruction.
- E. The Instructor/s of Record shall enter into a written contract with DISTRICT in accordance with Title 5 Section 58058(b) of the California Code of Regulations. DISTRICT shall assure that applicable provisions of Title 5, Section 58056, are followed in the conduct of the courses and classes.
- F. DISTRICT has the primary duty to evaluate, control and direct the activities of the Instructor/s of Record as to the courses in Appendix A. DISTRICT shall demonstrate control and direction of the Instructor/s of Record by providing the Instructor/s of Record with an orientation and

- instructor manual, course outlines, curriculum materials, testing and grading procedures, policies and procedures governing instruction by DISTRICT and any other materials and services DISTRICT would provide to its part-time instructors.
- G. Records of student attendance and achievement will be maintained by the Instructor/s of Record who will submit such documents to DISTRICT on a timeline developed by DISTRICT. The parties agree such records are student/education records subject to applicable state and federal laws.
 - H. DISTRICT shall ensure that course offerings meet all applicable requirements of Title 5 of the California Code of Regulations ("Title 5") and the California Education Code ("Education Code"). All registered SFFD students who satisfactorily complete an approved educational course offered under this Agreement shall receive the appropriate number of units, as listed in Appendix A.
 - I. DISTRICT shall invoice SFFD as a third party to pay all costs of enrolled personnel as students. The DISTRICT will follow policy on residency requirements as stated in the State of California Education Code. California residence policy is published in the college catalog and is the official policy of the DISTRICT. Effective the date of this MOU, in order to establish residency, a person must pair his or her physical presence in California with the following provisions: 1) objective evidence of physical presence (one year and one day prior to the first day of instruction for the term for which he/she has applied as a student; and 2) intent to make California the home for other than a temporary purpose.
 - J. The Parties acknowledge that DISTRICT is responsible for delivery of the educational courses.
 - K. DISTRICT declares and certifies that it does not receive full compensation for direct education cost of the courses in Appendix A from any public or private agency, individual or group.
 - L. Appendix A details the Parties' Agreement with regard to the following:
 - 1. Approximate date courses will be offered
 - 2. Enrollment period
 - 3. SFFD student enrollment fees
 - 4. Number of class hours per course
 - 5. Supervision and evaluation of all students
 - 6. Withdrawal of any student prior to completion
 - 7. Ancillary and support services

II. RESPONSIBILITIES OF SFFD

- A. SFFD shall provide classroom and lab space (including maintenance, utilities and janitorial services) at the SFFD Division of Training, 2310 Folsom Street, San Francisco, CA 94110 and other appropriate SFFD facilities to deliver instruction detailed in Appendix A and provided by DISTRICT under this Agreement. Such facilities shall be in compliance with all applicable local, state, and federal laws, rules, and regulations, and SFFD shall exercise all necessary precautions for the safety of its employees, enrolled students, and District personnel. SFFD shall provide use of said facilities for the times specified in Appendix A. All classes offered in such facilities shall be open to all admitted students who meet the established prerequisites in accordance with Title 5 and the Education Code.
- B. Except as set forth in Section I, SFFD shall provide the Instructor/s of Record, materials, access to equipment, day-to-day management support, and all other related overhead necessary to conduct DISTRICT's educational programs under this Agreement.
- C. SFFD shall cooperate with DISTRICT to ensure that all personnel, equipment and materials used in carrying out DISTRICT's responsibilities under this Agreement conform to the Education Code and Title 5 mandated standards governing instructional programs, including

faculty minimum qualifications for the instructor of record.

- D. SFFD shall ensure DISTRICT is paid all enrollment fees associated with the class offerings under this Agreement.
- E. Records of student attendance and achievement for students will be maintained by the Instructor/s of Record, who will submit such documents to DISTRICT on a schedule developed by DISTRICT or upon immediate completion of each course. The Parties agree such records are student/education records, subject to other state and federal laws.
- F. SFFD declares and certifies that the direct educational cost of the instructional activity to be conducted under this Agreement will not be fully funded by other sources.
- G. SFFD shall retain and make available to DISTRICT any and all books, materials, records, and other documentation ("materials") pertaining to requirements of DISTRICT under the terms of this Agreement except for those materials that SFFD considers intelligence information or security procedures.
- H. When requesting that DISTRICT schedule a class specified in Appendix A, SFFD shall give DISTRICT notice no later than 45 days prior to the planned class start date. Any new course will require a longer curriculum approval process. New courses are subject to DISTRICT and State approval. DISTRICT cannot guarantee a timeframe when it involves external approval.

III. PAYMENT FOR SERVICES

- A. If District receives full base funding from the State for courses under this Agreement, DISTRICT shall pay SFFD the following rates per student per course hour:

Fire Science 110, Basic Fire Academy (credit instruction)	\$3.50
Fire Science 108, Firefighter Work Experience	\$2.00

If DISTRICT does not receive full base funding from the State, DISTRICT shall pay SFFD at a rate proportionate to the amount of funding received, e.g., if DISTRICT receives 50% of full base funding, DISTRICT shall pay SFFD 50% of the stated rate.

- B. If State funding to DISTRICT is increased or decreased, the Parties agree to negotiate a revised rate for payment for services within sixty (60) days of notice.
- C. The payment under this Section is the only financial reimbursement that DISTRICT will provide to SFFD (DISTRICT will provide other support as outlined in Section I of this Agreement). The enrollment will be verified by DISTRICT once all student and class records have been properly completed and submitted by end of course. Payment shall be made by check based upon proper receipt of an invoice for services no later than 45 days after receipt of class records shown above. All funds generated by virtue of State apportionment from this course will be retained in their entirety by DISTRICT.

IV. MISCELLANEOUS

- A. SFFD and DISTRICT shall each work in good faith to implement this Agreement, and shall use best efforts to resolve any disputes informally.
- B. If any of the provisions of this Agreement are found to be, or become contrary to State law or regulations or court decisions, DISTRICT and SFFD agree that the Parties shall attempt to renegotiate said provision in good faith, without affecting the remaining portions of this Agreement.

V. INDEMNITY

- A. DISTRICT shall defend, indemnify and hold harmless SFFD, its officials, directors, officers, employees, and agents, from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against SFFD for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of DISTRICT, its trustees, officers, employees, or agents related to DISTRICT's performance under this Agreement. DISTRICT's indemnification of SFFD shall not apply to damage, injury, or death caused by the sole negligence or willful misconduct of SFFD, its officers, directors, employees, or agents.
- B. SFFD shall defend, indemnify and hold harmless DISTRICT, its trustees, officials, directors, officers, employees, volunteers, and agents, from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against DISTRICT for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of SFFD, its officers, employees, or agents related to SFFD's performance under this Agreement. SFFD's indemnification of DISTRICT shall not apply to damage, injury, or death caused by the sole negligence or willful misconduct of DISTRICT, its officers, directors, employees, volunteers, or agents.

VI. INSURANCE

The City is self-insured and self-funded for the following insurance programs which cover the City, its officers and employees:

Comprehensive General Liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 General Aggregate limit for bodily injury, property damage, and personal injury to third parties for liability arising out of the City's negligence in performance of this agreement. Workers' Compensation in statutory amounts with Employer's Liability of \$1,000,000 per accident, injury or illness. Automobile Liability combined single limit per accident for bodily injury and property damage in the amount of \$1,000,000 per accident.

With respect to Workers Compensation, the City of San Francisco and San Francisco Fire Department agree to waive their right of subrogation against DISTRICT, its Trustees, officials, employees, volunteers, and agents with respect to any losses paid under the terms of the workers' compensation and employer's liability insurance policy which arise from activities performed by SFFD under this agreement.

VII. TERMINATION FOR CAUSE. Notwithstanding any other provision in this Agreement, no termination for cause may occur during the courses set forth in Appendix A. This Agreement may be terminated for cause (failure to perform satisfactorily any of the Agreement terms, conditions, and work items) by either party upon 90 days written notice.

- A. DISTRICT: This Agreement may be terminated by DISTRICT upon 90 days written notice to SFFD for cause. The following events constitute cause: Continuing failure of SFFD to perform any services required to be performed hereunder in a timely and professional manner; or SFFD not properly carrying out the provisions of this Agreement in their true intent and meaning. Then, in such case, notice of immediate termination, in writing, will be served upon SFFD.
- B. SFFD: This Agreement may be terminated by SFFD upon 90 days written notice to DISTRICT for cause. The following events constitute cause: Continuing failure of DISTRICT to perform any services required to be performed hereunder in a timely and professional manner; or DISTRICT not properly carrying out the provisions of this Agreement in their true intent and meaning. Then, in such case, notice of immediate termination, in writing, will be served upon DISTRICT.

- C. NOTICES. All notices or demands of any kind required or desired to be given by DISTRICT or SFFD must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein:
- DISTRICT: Chancellor
City College of San Francisco
50 Phelan Avenue
San Francisco, CA 94112
Phone: 415-239-3303
- SFFD: Deputy Chief of Administration
San Francisco Fire Department
698 Second Street
San Francisco, CA 94107
Phone: 415-558-3401
- D. WAIVER/SEVERABILITY: Waiver of any default or breach under this Agreement by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
- E. NON-DISCRIMINATION. District agrees that no person shall be subject to unlawful discrimination based on race; color; gender; age; religion; national origin; U.S. military veteran status; marital status; sexual orientation; disability; source of income; or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement. SFFD agrees to comply with its City's non-discrimination policies. Both Parties further agree not to discriminate in their employment or personnel policies.
- F. RELATIONSHIP. The Parties hereby acknowledge that they are separate and independent legal entities; and SFFD, its officers, employees, and agents shall not be considered officers, employees or agents of DISTRICT, except to the extent provided in Title 5, Section 58058. The parties further acknowledge that DISTRICT, its Board of Trustees, officers, employees and agents shall not be considered officers, employees or agents of SFFD. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto.
- G. RESPONSIBILITY. As part of the Agreement for facility usage, DISTRICT shall not be responsible for damage by fire, earthquake, lightning, explosion, acts of God, the elements, or enemy attack, including any action taken by the military, naval, or air forces of the United States.
- H. CONTROLLING LAW / VENUE. This Agreement shall be interpreted according to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of the Agreement shall be in San Francisco.
- I. AMENDMENTS / RENEWAL. This writing, and any subsequent written amendments signed by both Parties, constitutes the entire Agreement between the Parties. This Agreement may not be modified or amended unless in writing and signed by both Parties. The Parties may renew this Agreement by their signed, written instrument.
- J. CONFIDENTIALITY. SFFD hereby acknowledges that certain records and information maintained by DISTRICT, or by SFFD on behalf of DISTRICT, are protected by law and shall not be released to third parties without express authorization from DISTRICT. Such records include, but are not limited to, student records (i.e., any item of information relating to an

identifiable student) and personnel records. Both Parties agree that state law and the California Constitution protect from disclosure certain student records and certain personnel records. For the purposes of this Agreement, such documents shall be considered "Official Information" under the California Evidence Code 1040. In addition, all ideas, memoranda, plans, strategies, and documents shared with SFFD by DISTRICT in connection with the performance of this Agreement, not generally known to the public, shall be held confidential by SFFD to the extent the SFFD may do so without violating the Public Records Act and the San Francisco Sunshine Ordinance. SFFD agrees that information acquired by SFFD during meetings with DISTRICT'S administrative team, or during closed session Board discussions are deemed confidential to the extent that such confidentiality does not conflict with the Public Records Act and the San Francisco Sunshine Ordinance. SFFD agrees to notify the District whenever there is a request for documents to allow the District Except to the extent required by law, SFFD shall not share that information with third parties without express authorization from DISTRICT.

- K. TERM. The term of this Agreement shall be for the period of time commencing December 14, 2018 through December 31, 2019, for the courses mutually agreed upon by the Parties and contained in Appendix A. Both Parties may terminate this Agreement for convenience and at any time upon 180 days advanced written notice to the other party.

IN WITNESS WHEREOF, The parties hereby have executed this Agreement in triplicate on the dates specified herein.

SAN FRANCISCO COMMUNITY
COLLEGE DISTRICT

SAN FRANCISCO FIRE
DEPARTMENT

Mark Rocha, Chancellor

Joanne Hayes-White, Chief of Department

APPROVED AS TO FORM:

BY: _____
Neha Gupta, Deputy City Attorney

Appendix A

Fire Science (FSC) 110 Basic Fire Academy.

The course runs approximately 20 weeks, 40 hours a week, comprised of 232 total lecture hours/ 412 total lab hours, not to exceed a total of 647 instructional hours.

Students receive 21 units upon successful completion of the course.

Fire Science (FSC) 108 – Firefighter Work Experience.

2-8 units, units determined according to supervised hours, e.g. 8 units= 600 hours of paid training.

Changes may occur based upon mutual Agreement of both Parties and approval of curriculum by DISTRICT and State. Upon request of SFFD, DISTRICT can provide additional courses to current SFFD firefighters and develop additional courses for SFFD personnel.

If District receives full base funding from the State for courses under this Agreement, DISTRICT shall pay SFFD the following rates per student per course hour:

Fire Science 110, Basic Fire Academy (credit instruction)	\$3.50
Fire Science 108, Firefighter Work Experience	\$2.00

Date of Courses

January 28 – June 14, 2019: H2 Fire Academy (FSC 110)

Further FSC 110 and FSC 108 course dates to be determined, based upon demand, availability of funds, and advance notice per Section II.H of the Agreement.

Enrollment Fees

Currently, the enrollment fee at California Community Colleges is \$46.00 per unit, Web Registration User Fee \$3.00, Health Fee is \$20.00, the Voluntary Student Representation Fee is \$1.00 per semester, and the Voluntary Student Activity Fee is \$5.00. The Health fee is subject to change as allowed by State legislature. No enrollment fees are collected for noncredit instruction. DISTRICT will collect unit and other fees at these rates, unless and until fees officially change by notice of the California Community College Chancellor's Office. Parties agree that fee increase or decrease will apply automatically. If a new fee, or increase is announced, DISTRICT will notify SFFD immediately. The nonresident tuition fee of an additional \$243.00 per unit+ \$7.00 enrollment fee per unit will apply to SFFD members who do not meet residency requirements as described in section I.I in the MOU.

Enrollment Period

All students must be enrolled no later than the business day before the class census day, which will be determined when a class is scheduled, based on the first day of the course.

Prerequisites

All students must satisfy all prerequisites stated in the published DISTRICT Course Outline of Records. SFFD will assist DISTRICT to ensure the qualification of all students.

Supervision and Evaluation

Supervision and evaluation of students will be provided by the Instructor of Record. DISTRICT will provide ancillary and support service per Section I.A of the Agreement.

Student Withdrawal

Students may withdraw from the class prior to completion. The last day to qualify for an enrollment fee refund and/or non-resident tuition fee refund is based upon the length of the course. DISTRICT will notify SFFD in writing on the withdrawal deadline for each course offered under this Agreement, within five (5) business days of DISTRICT finalizing the course schedule. Non-completers have the ability to re-enroll with a grade of W, EW or F on their transcripts. EW is recommended because it has the least impact on academic progress policies, as referenced in the DISTRICT Academic Policies in the college catalog.

Academic Counseling

DISTRICT will make available academic and career advising services as requested by SFFD.