

MEMORANDUM OF UNDERSTANDING BETWEEN THE RIVERSIDE COUNTY  
FIRE DEPARTMENT AND THE RIVERSIDE COUNTY FIRE CHIEFS  
ASSOCIATION FOR THE PROVISION OF FIRE TECHNOLOGY AND CAREER  
EDUCATION

This agreement is made this 1<sup>st</sup> day of July, 2012, to provide academic and career and technical education services in the program of Fire Technology on behalf of the RIVERSIDE COUNTY FIRE CHIEFS ASSOCIATION (herein called "RCFCA") at the Ben Clark and Roy Wilson Public Safety Training Centers.

ARTICLE 1. PARTIES

County of Riverside  
John Hawkins, Fire Chief  
210 W. San Jacinto Avenue  
Perris, California 92570

Riverside County Fire Chiefs Association  
Steve Early, President

ARTICLE 2. STATEMENT OF NEED

Section 2.01 – The Riverside County Training Officers Association (herein called "RCTOA"), which is a subsection of the Riverside County Fire Chiefs Association, has provided fire service training to member agencies for many years in association with Community Colleges. As a result of State Regulations for Student Registration, the RCTOA is no longer able to conduct business and register students with Community Colleges.

Section 2.02 – The Riverside County Fire Department maintains Instructional Services Agreements with Moreno Valley Community College for training conducted at the Ben Clark Training Center and College of the Desert for the training conducted at the Roy Wilson Training Center.

Section 2.03 – The COUNTY and the RCFCA believe it is in the best interest of the member agencies and citizens of Riverside County that cooperative inter agency training continue to exist.

Section 2.04 – The COUNTY has personnel and facilities to support this training.

ARTICLE 3. SERVICES TO BE PERFORMED

Section 3.01 – The COUNTY has agreements for the provision of fire technology and career education with the Moreno Community College, College of the Desert and Palo Verde Community College.

Section 3.02 - The COUNTY agrees to provide access to Fire Technology Courses for member agencies of the RCFCA. This access is for those courses covered under the respective Instruction Services Agreement with a partnering community college. This access does not include those classes listed in section 6.15 of the Riverside County Fire Department - Riverside Community College District Agreement, nor CAL FIRE and Riverside County Fire courses done outside these agreements.

Section 3.03 – Enrollment will be broken down as follows: COUNTY 50%, RCFCA 35% and College Open Enrollment 15%. In all cases a minimum of 17 slots will be held for outside agencies. Enrollment not confirmed 45 days prior to the start of the class will revert to COUNTY or Open Enrollment status.

|                |   |
|----------------|---|
| Cathedral City | 1 |
| Palm Springs   | 2 |
| Morongo        | 1 |
| Idyllwild      | 1 |
| Hemet          | 2 |
| Pechanga       | 1 |
| Murrieta       | 2 |
| Corona         | 2 |
| Norco CDCR     | 1 |
| Riverside      | 4 |

Section 3.04 – COUNTY and RCFCA agree to consult and cooperate regarding the scheduling of courses.

Section 3.05 – RCFCA shall provide COUNTY with an assessment of needs activities related to the academic and career and technical education programs, on or before the 1<sup>st</sup> of February of each year for the subsequent school year commencing the 1<sup>st</sup> of July.

Section 3.06 – COUNTY and RCFCA agree to consult and cooperate regarding the scheduling of instructors.

Section 3.07 – COUNTY will advertise on its website the Fire Technology classes.

Section 3.08 – COUNTY shall provide managerial oversight to coordinate instruction and to administer support for career and technical education programs held at the Ben Clark or Roy Wilson Training Centers or mutually agreed upon locations.

Section 3.09 – RCFCA shall cooperate with COUNTY to ensure that all personnel, equipment and materials used in carrying out the responsibilities of COUNTY under this agreement conform to the Education Code, Title 5 and State Fire Training standards governing instructional programs. Instructors must meet the criteria established by the California Community College Board of Governors for community colleges career and technical educational instructors.

Section 3.10 – All instructors will be covered with liability insurance and workman’s compensation coverage either by their own department or personally purchased coverage. Documentation for the coverage will be provided to the COUNTY prior to the beginning of the class or class related activities.

#### ARTICLE 4. STUDENT REGISTRATION, ENROLLMENT AND PAYMENT

Section 4.01 – COUNTY agrees to process student applications and to enroll students in COUNTY courses and programs. A successful enrollment means that each student has completed an enrollment application provided by the COUNTY and the respective community college, the application has been delivered to and accepted by the COUNTY and the respective community college registration office and the applicant has met all requirements, including, if applicable, the standard college student liability and medical coverage.

Section 4.02 – A California resident is one who meets the criteria set forth by law. A non-resident for student registration is one who meets criteria set forth by law. (See C.E.C. 76140.5)

Section 4.03 – COUNTY will collect student fees when appropriate. Agencies will only be charged current enrollment fees set forth by the State Legislature and other fees meeting the requirements set forth in the Student Fee Handbook by the California Community Colleges Chancellor’s Office. Students who drop classes within the designated refund deadline are entitled to a refund of college enrollment fees.

Section 4.04 – COUNTY and RCFCA will agree upon the number of instructors to instruct each course or course section(s), the ratio of students per instructor and the subject area to be taught. In all cases, the State Fire Training Procedures Handbook or other certifying agency policy handbook will be used to provide the final determination on course requirements.

Section 4.05 – COUNTY reserves the right to cancel the offering of any course or course section(s) which do not meet the approved curriculum or needed capacity of enrollment for COLLEGE to be compensated by the state for apportionment.

Section 4.06 – COUNTY shall receive on the first day of class from the lead instructor a final student roster.

Section 4.07 – COUNTY shall set up sponsored billing for each course, add students' names to sponsored bill, waive student service and health fees when applicable and register students into the course. COUNTY will only process billing for RCFCA member agencies. For all others, payment is due at the time of registration.

Section 4.08 – COUNTY shall calculate the total amount of enrollment fees based on the number of student credit units taken during the billing period and submit an invoice to member agencies for payment of services 30 days after the end of quarter. Member agencies shall pay the invoice with 30 days from the date of invoice. The first quarter shall begin on July 1, 2012.

Section 4.09 – COUNTY shall pay for student certificates and other materials needed for instruction. COUNTY will have the ability to charge students, when appropriate, for those fees allowable under the Student Fee Handbook set forth by the California Community Colleges Chancellor's Office. Fees charged to the student will be listed in the College Schedule of Classes.