MASTER AGREEMENT
BETWEEN
PALO VERDE COMMUNITY COLLEGE DISTRICT
AND
INDUSTRIAL EMERGENCY COUNCIL

This agreement is made and entered into between the PALO VERDE COMMUNITY COLLEGE DISTRICT (hereinafter referred to as DISTRICT) and the INDUSTRIAL EMERGENCY COUNCIL (hereinafter referred to as IEC) for the purpose of outlining the duties and responsibilities of each party as they relate to providing affiliated Fire Science courses. DISTRICT and IEC mutually agree as follows:

I. RESPONSIBILITIES OF THE DISTRICT

A. DISTRICT shall offer Public Safety courses, which have been approved by the District's Board of Trustees, to meet the needs of IEC clients.

B. DISTRICT shall assist IEC in registration and other support services to students in order to adequately manage and control its course offerings.

C. DISTRICT shall approve of the selection of instructors and shall evaluate the quality of instruction to ensure that it meets the needs of the students and the accreditation requirements of the DISTRICT and that said instructors teach course sections in a manner consistent with DISTRICT-approved course outlines reviewed every two years and hold students to level of academic rigor comparable to that found at the DISTRICT's main campus.

D. DISTRICT shall ensure that course offerings meet all appropriate State of California Government Code Title 5 (hereinafter referred to as Title 5) and State of California Education Code (hereinafter referred to as Education Code) requirements.

E. DISTRICT shall consult IEC on any revision to existing DISTRICT courses, initiation of new courses, or any other changes, in order to ensure the quality of educational services and to meet the needs of IEC.

F. DISTRICT will open enrollment in the courses to any person who has been admitted to the college and has met any applicable prerequisites (Title 5, Section 51006 and 58106).

G. DISTRICT's enrollment period for these classes will commence from the time they are scheduled through the first day of class.

H. DISTRICT will advertise these courses in its schedule, post them online on its website, and work with IEC, which will further advertise these classes.

I. Working cooperatively with IEC, DISTRICT will add course sections as the need exists by agreement of DISTRICT and IEC.

J. DISTRICT shall, with assistance from IEC, provide the following student services functions in accordance with DISTRICT's standards as disclosed in DISTRICT's publications:
   a. Recruitment of students
   b. Electronic admission applications

c. Placement testing
d. Advising
e. Counseling
f. Registration of all students on DISTRICT-approved registration forms
g. Evaluation of student progress
h. Maintenance of student rosters
i. Record keeping
j. Withdrawal of students prior to course completion

K. DISTRICT certifies that it does not receive full compensation for the direct costs of the course from any public or private agency, individual or group.

L. DISTRICT shall claim apportionment with mutual agreement of other districts.

II. RESPONSIBILITIES OF THE INDUSTRIAL EMERGENCY COUNCIL (IEC)

A. IEC shall ensure and verify that the instructional activities to be conducted are not fully funded from any other source or sources.

B. IEC shall ensure courses do not overlap semesters or semester and summer session, and that attendance reports are submitted no later than one week after the close of a class.

C. IEC shall provide students access to apply online to the college, whenever possible.

D. IEC shall provide instructors and ensure that all training will be conducted by individuals who meet the criteria established by the California Community College Board Governors for community college vocational instructors.

E. IEC shall provide the District with a list of approved instructors prior to the start of each term.

F. IEC shall inform the District of a proposed course and the proposed location of the course a minimum of two weeks in advance to ensure the College may properly advertise the course.

G. IEC shall provide equipment, materials, day-to-day management support, ancillary student support services, and all other related overhead necessary to conduct the DISTRICT's affiliated educational programs.

H. IEC shall cooperate with the DISTRICT to ensure that all personnel, equipment, and materials used in carrying out its responsibilities under this contract conform to the Education Code and Title 5 mandated standards governing instructional programs.

I. IEC shall use the money received as compensation for services under this contract for educational and training purposes as they relate to public safety and/or emergency response training.

J. IEC shall collect all enrollment fees associated with the class offerings under this contract.

K. IEC shall ensure that students participate in 18 hours of lecture for one unit of credit and 54 hours of laboratory for one unit of credit or a combination of said hours.

L. IEC shall ensure that all instructors provide DISTRICT with a written statement in the form of Attachment A from each instructor certifying acknowledgment that DISTRICT has the right to control and direct the educational programs which are the subject of this agreement.

M. IEC shall schedule courses in accordance with DISTRICT-approved course outlines so that the stated performance objectives will be met.

N. IEC shall allow DISTRICT staff complete access to all instructional activities.

III. PAYMENT FOR SERVICES

A. Upon completion of each class, IEC shall submit an invoice to DISTRICT of the course and number of student contact hours for payment.

In the event the invoice is disputed by the Coordinator of ISAs at Palo Verde Community College, Palo Verde Community College shall notify the INDUSTRIAL EMERGENCY COUNCIL, 1376 Willow Road, Menlo Park, CA 94025, in writing within 60 calendar days of receipt of invoice. The dispute should include the following information:

a. IEC invoice number
b. Name and identification of IEC instructor(s)
c. Number of hours and or students disputed
d. Date of service
e. Reason of dispute or requested amount
f. The total amount of credit requested

If IEC agrees that the claim is valid, it shall reimburse District for the disputed amount.

If IEC does not agree with the claim, it shall notify District in writing of the reason for denial of the claim.

Either party may request resolution of the invoice disputes by bringing them to the attention of the District Superintendent/President (or designated representative) and the IEC Executive Director for joint resolution. If an agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction.

B. In consideration for the services provided hereunder, DISTRICT shall pay IEC $4.00 per student contact hour that is eligible for state general apportionment.

C. DISTRICT shall pay IEC within sixty (60) days of receipt of the invoice.

D. DISTRICT shall bill IEC for student enrollment fees upon completion of each course.

E. IEC shall pay student enrollment fees to DISTRICT within sixty (60) days of receipt of the invoice.

F. The total amount paid under this agreement will not exceed $999,999.00 per year unless by mutual agreement.

IV. MISCELLANEOUS

A. If any of the provisions of this contract are found to be, or become contrary to state law or regulations or court decisions, DISTRICT and IEC agree that the contract shall be renegotiated as it relates to said provision without affecting the balance or intent of this contract.

V. INDEMNIFICATION

A. The DISTRICT agrees to indemnify and hold harmless IEC and its authorized agents, officers, volunteers, and employees against any and all claims or actions arising from DISTRICT's acts, errors or omissions and for any cost or expense incurred by IEC on account of claim therefore.

B. IEC agrees to indemnify and hold harmless the DISTRICT and its authorized agents, officers, volunteers, and employees against any and all claims or actions arising from IEC's acts, error or omissions and for any cost or expense incurred by the DISTRICT on account of claim therefore.

VI. TERM AND TERMINATION

A. The term of this agreement shall commence on December 12, 2012, shall be reviewed annually (by June 30th of each year) and shall continue until either party notifies the other in writing requesting change or termination. This contract may be terminated at any time, with or without cause, thirty (30) days after written notice is given to the other party. However, this contract shall remain in effect until the completion of any training programs which may be in progress. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of such termination. Neither party shall incur any liability to the other by reason of such termination.

VII. NOTICES

A. All notices required to be given under this contract shall be in writing and delivered to the other party by registered or certified U.S. Mail, postage prepaid. The addresses of the parties hereto, until further notice, are as follows:

DISTRICT: ISA Coordinator
Palo Verde Community College District
One College Drive
Blythe, CA 92225

760.921.5500

IEC: Executive Director
Industrial Emergency Council
1376 Willow Road
Menlo Park, CA 94025

650.508.9008

VIII. EXERCISE OF RIGHTS AND AUTHORITY

A. The Superintendent/President shall have the right to exercise the DISTRICT's authority under this contract including the right to give notice of termination on behalf of the DISTRICT at his or her sole discretion.

B. The Executive Director shall have the right to exercise IEC's authority under this contract including the right to give notice of termination on behalf of IEC at his or her sole discretion.

IX. FULL UNDERSTANDING

A. This contract represents the full and complete understanding of the parties with respect to the subject matter hereto, and this contract supersedes all prior oral and written agreements or understandings between the parties with respect to the subject matter hereto. Any amendment to this contract shall be in writing, signed by both parties. This contract shall be governed by the laws of the State of California.

Palo Verde Community College District	Industrial Emergency Council
_____	_____
Denise Whittaker Superintendent/President Palo Verde Community College District	Bruce Meisenbach Executive Director Industrial Emergency Council
_____	12.12.12
Date	Date

Attachment A

PALO VERDE COMMUNITY COLLEGE DISTRICT

Agreement for Vocational Training Services

This agreement is between the Palo Verde Community College District (DISTRICT) and _____ _____ (Instructor).

1. Instructor agrees to provide instructional services for the Department of INDUSTRIAL EMERGENCY COUNCIL from and after the date of this agreement until terminated.
2. Instructor agrees to work to the standards established by DISTRICT including, but not limited to, the course outline.
3. DISTRICT shall have the primary right to control and direct the educational program and the activities of instructor.
4. Instructor is not an employee or contractor of Palo Verde College.

Dated: _____

INSTRUCTOR	**PALO VERDE COLLEGE**
_____	_____
Instructor Signature	College Official Signature
_____	_____
Instructor Printed Name	College Official Printed Name
_____	
_____	
Instructor Address	