



# The ACADEMY

South Bay Regional Public Safety Training Consortium

3095 Yerba Buena Road, San Jose, CA 95135 ♦ Phone (408) 270-6458 ♦ Fax (408) 238-0286

## MEMORANDUM OF UNDERSTANDING

### Agreement Relating to Delivery of Accredited EMT Course

This Memorandum of Understanding (MOU) entered into this 20th day of April, 2016 is by and between the San Benito County Office of Emergency Services (SBCOES) and the South Bay Regional Public Safety Training Consortium ("SBRPSTC" or "Consortium"), and shall be effective on the date it is fully executed.

#### A. Purpose of the MOU:

The primary purpose of this MOU is to reflect the mutual intent of the parties to establish an agreement relating to the delivery of the SBRPSTC accredited EMT Academy Course within the San Benito County area. The MOU will specify responsibilities and expectations for each party.

#### B. Statement of Mutual Benefit and Consideration to Support this MOU:

The parties believe that their collaborative and cooperative efforts will create a reduction of redundancies, containment and recovery of respective costs, and increased efficiencies in business operations.

#### C. Scope of Agreement:

1. SBCOES agrees to provide a facility and coordination assistance, at no cost to the Consortium, and remit a fee of \$3732.00 for the delivery of the accredited SBRPSTC EMT Academy Course as outlined in item 2 below. This cost is based upon enrollment of 20 students in the course and SBRPSTC's receipt of \$300 per student for Enrollment and Lab fees associated with the course for a total of \$6000.00. SBCOES is responsible for any instructional costs associated with the delivery of the course should less than 20 students enroll.
2. In exchange, The Consortium agrees to provide all materials and curriculum associated with the accredited EMT Course. The Consortium's EMT Program Coordinator will provide general oversight of the delivery of the curriculum, observe the final testing and process the NREMT paperwork required for student's eligibility to test. Additionally, the Consortium will review and hire qualified instructors identified by SBCOES, have the instructors approved through our member college's Board of Directors, and compensate the instructors for up to 200 Lecture hours and 240 Skills hours.



A Consortium of Community Colleges Dedicated to Innovative Public Safety Training  
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## INSTRUCTIONAL SERVICE AGENCY AGREEMENT

**AGREEMENT BETWEEN** South Bay Regional Public Safety Training Consortium, hereinafter referred to as South Bay and San Benito County OES, who is hereinafter referred to as Agency Partner.

**WHEREAS** South Bay has contracted with the Agency Partner for the providing of vocational education; and

**WHEREAS** the Agency Partner has agreed to provide South Bay with Instructors who meet qualifications and standards established by South Bay; and

**WHEREAS** South Bay must enter into a written contract with the Agency Partner and each Instructor provided by Agency Partner, pursuant to Title 5 of the California Administrative Code;

**NOW, THEREFORE**, in consideration of the conditions, covenants, terms, agreements, and recitals contained herein, it is mutually agreed as follows,

1. South Bay will have the primary right to control and direct Agency Partner Instructors during the time Instructors are serving the Agency Partner on behalf of South Bay; and
2. Agency Partner Instructors will be an employee of South Bay for purposes of the Attendance Accounting Standards of Title 5 of the California Administrative Code, Sections 58050 et seq. only; and
3. Agency Partner Instructors will be entitled to no compensation from South Bay, but instead shall be compensated by the Agency Partner; and
4. Agency Partner Instructors shall be considered an employee of Agency Partner for the purposes of workers' compensation claims as well as for claims for damages by any other party; and
5. South Bay shall not be obligated to Agency Partner Instructors for any benefits or consideration normally accorded regular community college instructors under the statutes of the California Education Code. These obligations will be those of the Agency Partner; and
6. The Agency Partner Instructor shall serve South Bay only as directed by South Bay for the term of the agreement referenced above between South Bay and Agency Partner and shall serve South Bay no later than the expiration of the herein mentioned contract between South Bay and Agency Partner.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year written below.

Agency : County of San Benito, OES

Name: Ray Espinosa, CAO

Signature:

Date: \_\_\_\_\_

SOUTH BAY REGIONAL PUBLIC SAFETY  
TRAINING CONSORTIUM

Name: Linda Vaughn, V.P. of Academic Affairs

Signature: \_\_\_\_\_

Date: 5/3/14

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL

Barbara Thompson for Matthew Granger  
ASSISTANT COUNTY COUNSEL DATE