

AGREEMENT BETWEEN
SISKIYOU JOINT COMMUNITY COLLEGE DISTRICT
AND
SISKIYOU COUNTY FIRE WARDEN

It is hereby agreed by and between Siskiyou Joint Community College District, hereinafter called DISTRICT, and Siskiyou County Fire Warden hereinafter called FIRE WARDEN.

PURPOSE:

FIRE WARDEN agrees to assist the DISTRICT in providing education in the areas of standardized and certified training for potential and existing volunteer and career firefighters.

A. WHEREAS:

(1) DISTRICT intends to provide, through this agreement, vocational education courses in Fire/Emergency Response Technology to eligible students of the DISTRICT.

(2) DISTRICT, and each individual who represents the DISTRICT, shall provide access to its services, classes, and programs without regard to ethnic group identification, national origin, religion, age, sex, or gender, gender identity, gender expression, race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental disability, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

(3) No DISTRICT funds shall ever be used for membership, or for any participation involving financial payment or contribution on behalf of the DISTRICT or any individual employed by or associated with it, to any private organization whose membership practices are discriminatory on the basis of national origin, religion, age, sex, or gender, race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental disability, or because he or she is perceived to have one or more of the foregoing characteristics, or because of his or her association with a person or group with one or more of these actual or perceived characteristics.

(4) FIRE WARDEN is a public agency, with capabilities and experience in general and/or vocational instruction and training; and

(5) FIRE WARDEN employs sufficient staff possessing minimum qualifications and/or teaching credentials authorizing service in a California Community College and who are or can be approved by the College of the Siskiyous Board of Trustees; and

(6) FIRE WARDEN's financial resources are adequate to ensure operation for the duration of this contract and the finance balance and expenditures report shall be given quarterly at the Fire Advisory board meeting; and

(7) FIRE WARDEN operates on a basis of sound administrative policies and adheres to ethical practices and does not and shall not discriminate on the basis of ethnic group identification, national origin, religion, age, sex, or gender, gender identity, gender expression, race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental disability, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics in any of its regulations, policies, procedures, or practices; and

(8) FIRE WARDEN's physical facilities meet the requirements of the Federal, State, and local safety and health regulations and its equipment and instructional materials are adequate and suitable for the courses offered and the numbers of students in attendance; and

(9) The funds allotted to FIRE WARDEN under this agreement will be used to augment instruction, training, and material costs ordinarily associated with general and/or vocational education programs; and

(10) FIRE WARDEN, through this agreement, can assist DISTRICT in providing adequate augmented training and services otherwise not available to the DISTRICT.

(11) FIRE WARDEN, through this agreement, recognizes the DISTRICT as an authorized representative of CAL FIRE for fire training and education purposes, and as such, constitutes a formal agreement between the DISTRICT and CAL FIRE as a member agency of the National Wildfire Coordinating Group (NWCG).

(12) The Parties agree that instruction shall not begin until the instructor of each course(s) who is employed and provided by FIRE WARDEN, has been determined by DISTRICT to meet any applicable minimum qualifications and has entered into a written contract with DISTRICT in accordance with Title 5, section 58058(b) of the California Code of Regulations which contract verifies that the DISTRICT has the primary right to control and direct the instructional activities of the instructor. DISTRICT and FIRE WARDEN shall ensure that applicable provisions of Title

5 which require that the instructor provides immediate supervision and control be followed in the conduct of the course(s).

B. DISTRICT RESPONSIBILITIES:

(1) DISTRICT shall ensure that tuition, fees, and refunds are consistent with those disclosed in the DISTRICT's publications; and

(2) DISTRICT shall provide all instructional materials for each of the students covered by this agreement; and

(3) DISTRICT shall provide or assist with administrative functions, including admissions, counseling, registration, attendance and achievement records and other appropriate ancillary and student support services; and

(4) DISTRICT shall review and evaluate instruction in the courses to ensure that conduct of these courses meets the standards of the DISTRICT's regular programs and that students are engaged in appropriate educational activities and held to an appropriate level of academic rigor; and

(5) The DISTRICT shall be responsible for the general direction and general supervision of all activities of students and instructors which are performed on the premises of FIRE WARDEN's Training Center and/or Drill Grounds and shall coordinate all such activities with Training Officer of FIRE WARDEN so that the students shall be subject to the administrative policies of the Siskiyou County Fire Warden Training Bureau. Instructors shall be subject to policies and procedures governing instruction by DISTRICT; and

(6) DISTRICT is responsible for the educational program and shall have the primary right to control and direct the activities of the instructors. DISTRICT shall furnish the instructor(s) provided by FIRE WARDEN with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading rosters and procedures necessary to properly implement the course(s).

(7) DISTRICT shall employ all instructors as provided by Section 58058(b) of Title 5 of the California Code of Regulations.

(8) The DISTRICT course(s) that are the subject of this Agreement have obtained all applicable approvals and are described in the current college course catalog which is incorporated herein by reference. Nothing in this Agreement requires the DISTRICT to offer DISTRICT

courses pursuant to this Agreement. The determination of whether to offer courses pursuant to this Agreement rests solely with the DISTRICT.

(9) Courses shall be provided at DISTRICT or FIRE WARDEN facilities or at appropriate sites identified for approved field trips. Facilities where instruction is provided must be open to the public. All courses shall be open to enrollment by all admitted students in accordance with Title 5 of the California Code of Regulations, sections 51006, 58050, 58051.5, 58012, 58104, and 58106.

(10) DISTRICT certifies that it does not receive full compensation for the direct education costs of courses provided under this Agreement from any public or private agency, individual or group.

(11) DISTRICT shall collect all applicable enrollment fees, health fees, nonresident tuition, and other student payments required of students enrolled in its credit or non-credit courses.

(12) The DISTRICT and FIRE WARDEN will work in conjunction to create a list of courses needed by the FIRE WARDEN and other local agencies each calendar year.

(13) Classes scheduled can be viewed at the DISTRICTS website at www.siskiyous.edu, Class Schedule. Courses scheduled will show CRN, course, course title, course description, prerequisite(s), dates, times, location, instructors, certifying agency, enrollment limit and availability, and any material fee (by clicking on the course title). Material fees are only for materials the student will walk away with, i.e. certificates, books, handouts, and any other consumable materials provided to the student (i.e. rope for Ropes/Knots/Hitches, and others to be determined).

(14) The DISTRICT will advertise all fire and EMS classes through the FIRE WARDEN'S office.

C. FIRE WARDEN RESPONSIBILITIES:

(1) FIRE WARDEN will provide support documentation for each person under the supervision of the FIRE WARDEN. FIRE WARDEN shall collect and submit the Fire Training Student Request Form for the DISTRICT (Appendix B) signed by the local Fire Chief and approved by the County Fire Warden then send to the DISTRICTS CTE Office representative for approval. This shall be done for each student that is applying for a class to be covered by the FIRE WARDEN. If approved, the FIRE WARDEN will submit a completed copy of the Fire Training

Student Request form to the DISTRICTS Business Office representative for invoicing (Appendix D).

(2) FIRE WARDEN agrees that all students covered by this agreement will complete all admissions and enrollment processes by census date or within the first 20% of total course hours. Students who are not enrolled by census date will not receive course credit and cannot continue to attend the course. At no time will a student be allowed to enroll after the course has completed.

(3) FIRE WARDEN shall provide training, facilities, equipment and other services for students, to the extent of the prescribed curriculum at FIRE WARDEN facilities.

(4) FIRE WARDEN employees who serve as course instructors shall use DISTRICT attendance and grading forms in recording student attendance, progress, and grades in accordance with DISTRICT attendance and grading procedures. FIRE WARDEN shall ensure that DISTRICT receives current, accurate records of students' attendance and progress. Nothing in this contract authorizes anyone to inspect records containing information which is confidential under the Education Code section 76200 et seq. OR applicable federal law. FIRE WARDEN shall ensure that its employees who serve as course instructors maintain the confidentiality of student education records.

D. REMUNERATION:

(1) The DISTRICT, at its request of the appropriate agency to utilize their equipment for a District offered class will reimburse that agency at the current OES rate for this use.

(2) The use of all COS facilities and grounds will require prior DISTRICT approval before use. Appropriate charges will be billed for use of DISTRICT buildings, equipment, property, and supplies.

(3) DISTRICT shall allot FIRE WARDEN fund \$5.00 (five dollars and no cents) per student per class hour for Siskiyou County Volunteer Firefighters and Firefighters within Siskiyou County. (See (8) below regarding allowable hours per student)

(4) Statements and billings shall be submitted by DISTRICT to FIRE WARDEN with the appropriate backup documentation list of approved FIRE WARDEN students being funded attached to each statement submitted at the end of each course. And

(5) DISTRICT shall use funds generated from paragraph 1 (one) above to support the following costs:

- Hourly timecard aides and/or Tactical Officers for the instructional program at the FIRE WARDEN's Training Center or Drill Grounds.
- Training equipment/supplies.
- All equipment purchased by DISTRICT for use by FIRE WARDEN is the property of the DISTRICT. DISTRICT shall loan all equipment back to FIRE WARDEN for the duration of need.
- Costs for consultants and/or instructors to be used in the educational program in addition to the regular instructor.
- Supplies (books, binders, tapes, films, slides, etc.).
- Communication and A/V equipment and repairs.

(6) See Appendix A for a list of courses that are not to be considered for the purposes of remuneration under Section D of this agreement:

(7) FIRE WARDEN shall not claim reimbursement more than 40-clock hours per student week and reimbursement will not exceed a total of \$100,000 per year. FIRE WARDEN further agrees not to claim reimbursement on students enrolled in classes covered under this contract more than 400-clock hours per student in total; and FIRE WARDEN certifies that it does not receive full funding for courses or programs taught through College of the Siskiyous from any source other than College of the Siskiyous; and

(8) Class enrollment limits may be required by the DISTRICT, if, in the opinion of DISTRICT, limits are necessary to ensure the quality of instruction or to satisfy budget restrictions. Courses may be cancelled for low enrollment. Low enrollment will be found if fewer than 10 students have enrolled by 7 calendar days prior to the scheduled start of the course or if fewer than 10 students attend the first meeting of the course unless approved by DISTRICT; and

(9) Courses for credit are under the sole and direct control of the DISTRICT and meet the standards of the DISTRICT's regular programs per Title 5, Section 55002 of the California Code of Regulations; and

(10) DISTRICT and FIRE WARDEN shall have a process through which required consultant contracts, employment forms, purchase requisitions and other required paperwork will be handled, see Appendix C.

E. BE IT FURTHER UNDERSTOOD THAT:

(1) Any students enrolled under the provisions of this agreement shall not be concurrently enrolled in any other program provided for under contract with another school district during the same hours of time; and

(2) Each party (individually herein as “Indemnifying Party”) shall indemnify, defend, and hold harmless to the full extent permitted by law, the other party, its governing body, officers, agents, employees, and volunteers (collectively, “Indemnified Party”) from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with Indemnifying Party’s performance or failure to comply with any of its obligations under this Agreement, except such Liability caused by or arising from the sole negligence or willful misconduct of the Indemnified Party; and

(3) The DISTRICT may terminate the training of any student following DISTRICT guidelines, who lacks the skills or ability to perform the functions assigned or whose behavior is not acceptable for public service or is in any way detrimental to the welfare of any student or instructor; and

(4) Each party to this agreement is required to be insured against liability for personal injury in the amount of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Each policy shall include the other party as additionally insured. “Additional insured” for the DISTRICT shall include the DISTRICT, its Board of Trustees, its employees and agents; and

(5) This Agreement shall become effective **July 1, 2025**, upon execution, and shall remain in effect until **June 30, 2027**. Any amendments or adjustments that are reasonably necessary may be made by mutual agreement; and

(6) DISTRICT and FIRE WARDEN will work in good faith to fulfill the conditions of this Agreement. DISTRICT and FIRE WARDEN will use their best efforts to resolve any disputes informally. Each party shall notify the other party immediately of developments that may have a significant impact on the activities covered by this Agreement. Within 10 calendar days of such notice, the parties shall meet to attempt to resolve the problems. If no resolution is reached within 30 calendar days of their meeting, each party may pursue any and all remedies available to them.

(7) Notwithstanding anything to the contrary, DISTRICT and FIRE WARDEN reserve the right to terminate this Agreement at the end of any enrollment period by giving 30 days prior written notice or sooner by mutual agreement. Any classes in progress will remain in progress with certificates issued at the conclusion of the course by either DISTRICT or FIRE WARDEN; and

(8) Any notices to be given hereunder by either party to the other may be affected by personal delivery in writing, or by mail, registered or certified, postage prepaid, return receipt requested, and, unless otherwise designated by either party in writing such notice shall be mailed as follows:

The District:

Dean, Career and Technical Education
College of the Siskiyou Community College
800 College Avenue, Weed, CA 9609

Siskiyou County Fire Warden:

Siskiyou County Fire Warden
P.O. Box 128, Yreka, CA 96097

(9) Any questions of conflict between the operation of the College of the Siskiyou Fire/Emergency Response Program and Siskiyou County Fire Warden's Training Center Program shall be determined and resolved jointly by the Training Officer, Siskiyou County Fire Warden and College of the Siskiyou, Dean, Career and Technical Education.

Initial contacts to be made to and through the following individuals:

For DISTRICT:

Veronica Coots
Dean, Career and Technical Education
College of the Siskiyou
800 College Avenue
Weed, CA 96094
(530) 938-5927

For FIRE WARDEN:

Greg Roath
Siskiyou County Fire Warden,
Unit Chief, CAL FIRE Siskiyou
P.O. Box 128
Yreka, CA 96097
(530) 842- 3516

(10) No waiver of any breach of this Agreement by either party shall constitute a waiver of any other breach of this Agreement, including a subsequent breach of the same provision.

(11) If any of the provisions of this Agreement are found to be, or become contrary to state or federal law, all other provisions shall remain in effect.

(12) This Agreement shall be interpreted according to the laws of the State of California. Venue for all litigation related to this Agreement shall be in Siskiyou County, California.

This constitutes the full and complete terms of this Agreement.

IN WITNESS WHEREOF, County and District have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: _____

NANCY OGREN, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

DISTRICT: Siskiyou Joint Community
College District

Date: 9/26/2025

Signed by:
Char Perlas
Chair, COS President

Date: 9/26/2025

Greg A. Roath
Greg A. Roath, County Fire Warden

License No.: N/A
(Licensed in accordance with an act providing for the registration of district)

Note to District: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
2106	204010	552600	177

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: **FY25/26** \$100,000 **FY26/27** \$100,000

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

APPENDIX A – EXEMPT CLASSES

The following courses are not to be considered for the purposes of remuneration under Section D of this agreement:

- FIRE 0950 Firefighter 1 Academy
- FIRE 9181 Firefighter II
- FIRE 1001 Fire Protection Organization
- FIRE 1002 Fire Prevention Technology
- FIRE 1003 Fire Protection Equipment and Systems
- FIRE 1004 Building Construction for Fire Protection
- FIRE 1005 Fire Behavior and Combustion
- FIRE 1006 Fire and Emergency Services Safety and Survival
- Any other transfer/degree applicable courses

Work Experience:

Work Experience courses are transfer level courses, and therefore will not be considered for remuneration.

All other fire and rescue courses are included for the purposes of remuneration under Section D of this agreement:

The following EMS classes shall be considered for remuneration under Section D of this agreement:

- __EMS 0950__ CPR for the Professional Rescuer
- __EMS 9065__ Emergency Medical Responder
- __EMS 9066__ Emergency Medical Responder – Refresher
- __EMS 9080 __ First Aid/Public Safety
- _____

Appendix B Fire Warden – Fire Training Request Form for College of the Siskiyous (Student Approval Form)



COUNTY OF SISKIYOU

OFFICE OF THE FIRE WARDEN

Greg Roath

1809 Fairlane Road • P.O. Box 128 Yreka, CA 96097
Phone: (530) 842-3516 • Fax Number: (530) 842-7952

College of the Siskiyous - Fire Training Request Form

Fire Department Name		Date
		-
Class Name	Course Number	Class Dates

Student(s) - Full Name

1.	6.
2.	7.
3.	8.
4.	9.
5.	10.

Fire Department Chief	Signature	Date
Print Name		

Unit Fire Chief/County Fire Warden Approval

- ☐ Approved
☐ Denied

CAL FIRE SKU Training Officer	Date
Signature	

- ☐ Approved
☐ Denied

County Fire Warden	Date
Signature	

- ☐ Received

College of the Siskiyous	Date
Signature	

Approval authorizes tuition billing to the General County Fire / Siskiyou County Fire Warden Training
Account Code 2106-204010-729200

Appendix C – Billing Process

The District and Fire Warden will use the following process for tracking, registration, and invoicing for class registration and equipment purchases.

Class Registration

The following process will be used for any class registration that will be covered by the Fire Warden.

1. The local Fire Chief will complete the Fire Warden Class Request Form “Appendix B” and forward to the College of the Siskiyou CTE Office Fire for Approval.
2. Upon approval, FIRE WARDEN will forward a completed copy of the Fire Warden Class Request Form to College of the Siskiyous Business Office via DocuSign.
3. The Business office will confirm the registration and account balances of the students on the list prior to CTE processing payment. The business office will inform the CTE office once completed, so CTE can process payment. This should be coordinated to happen as closely as possible.
4. It is the intent of both the DISTRICT and FIRE WARDEN to process all classes by the end of the concurrent month.

Equipment Purchases

The FIRE WARDEN and DISTRICT should consult with each other prior to purchasing equipment for the College of the Siskiyous Fire Technology program use. Working together we can make sure we are not duplicating our purchases and working towards the common good of the program. FIRE WARDEN should report all purchases at the Fire Advisory meeting.