

INTERLOCAL AGREEMENT
FOR THE KISD FIRE ACADEMY
School Years: 2019-2020 and 2020-2021

STATE OF TEXAS

COUNTY OF BELL

THIS CONTRACT AND AGREEMENT, entered into on this ____ day of July 2019 by and between the City of KILLEEN, TEXAS and the KILLEEN INDEPENDENT SCHOOL DISTRICT, by and through their respective duly authorized City Manager, and Superintendent acting herein under the authority and pursuant to the terms of the Texas Government Code, Section 791.001 et seq., known as the "Interlocal Cooperation Act."

Part 1

SERVICES AND CONDITIONS:

This is a four-semester program to prepare high school students to be qualified to meet the requirements for certification as a structural Firefighter in the State of Texas. Killeen Fire Department instructors will teach the first three semesters. Semester four will be reserved for the student to complete Emergency Medical Technician (EMT) through the Texas Department of State Health Services (TDSHS). This is a required prerequisite for the graduate to become certified by the Texas Commission of Fire Protection (TCoFP).

The goals of this program are to increase the diversity of the qualified local workforce in the field of fire protection, and enrich graduates by providing an education toward a career path in public service. Both classroom and hands-on learning will accomplish the goals of this program. All Firefighter classes will be conducted at Killeen Fire Department training facilities or facilities contracted by the Killeen Fire Department, and EMT classes will be conducted at the Killeen Fire Department training facility or facilities contracted by the Killeen Fire Department or the KISD Career Center. Successful completion of this course will prepare the student for employment as a basic structural firefighter in the State of Texas by meeting all of the certification specific learning objectives as set by the TCoFP.

For students attending classes at the Killeen Fire Department training facility, semester one and two will be completed in the student's junior year. Semester three and four will be completed during the student's senior year. All live fire training will be conducted after the student has completed semester one. Prior to live fire training, students must receive instruction on safety, fire behavior, portable extinguishers, personal protective equipment, ladders, fire hoses, appliances and streams, overhaul, and water supplies. Semester four will be reserved for EMT.

The contents of semesters one through three will coincide with the TCoFP phases as outlined in the Basic Fire Suppression Certification Curriculum Manual. Contents of semester four will coincide with TDSHS certification requirements.

- Semester 1 consists of phases 1 and 2 - Firefighter I.
- Semester 2 consists of phases 3 and 4 - Firefighter I.
- Semester 3 consists of phase 5 - Firefighter II.
- Semester 4 is reserved for Emergency Medical Technician- Basic Course.

Part 2

TRANSPORTATION

Transportation will be the responsibility of KISD to and from the training facilities of the Killeen Fire Department (KFD) and those facilities contracted by KFD.

Part 3

CONDUCT AND APPEARANCE

Students enrolled in the KFD-KISD Fire Academy will be neat and well-groomed in accordance with KISD policies and those of KFD to include facial hair, clothing, or jewelry that in the opinion of KFD instructor could pose a safety hazard. Students shall conduct themselves in a professional manner at all times. If such conduct becomes disruptive to the class or unsafe, the student shall be asked to leave the program. This shall be performed according to KISD procedures. All students are required to sign a release of liability form prior to commencement of class.

Part 4

GRADING

Grading will be in accordance with Killeen Fire Academy guidelines. Grades will be reported in accordance with KISD policy. All grades will be reported to KISD as required by district policy. Should any student enrolled in this program begin to fall below an acceptable passing grade level, the Executive Director for Career and Technology will be notified immediately in order to combine efforts focused on the success of each student enrolled in this program.

Part 5

PROGRAM COST

FIREFIGHTER I (Junior Year, Both Semesters)

The reimbursement cost of KFD-KISD Fire Academy for FFI will consist of 1-20 students for \$34,000. Additional students will be admitted at a rate of \$1,250 per student, per school year. There will be a maximum of 30 students to enter the program per school year.

FIREFIGHTER II (Senior Year, Fall Semester)

The reimbursement cost of KFD-KISD Fire Academy for FFII will consist of 1-20 students for \$20,400. Additional students will be admitted at a rate of \$625 per student for the fall semester. There will be a maximum of 30 students to enter the program per school year.

EMERGENCY MEDICAL TECHNICIAN (Senior Year, Spring Semester at KFD Training Facility)

The reimbursement cost of KFD-KISD Fire Academy for EMT is \$550 per student for the spring semester. There will be a maximum number of 30 students to enter the program per school year. This reimbursement cost is only required for the KISD students who are attending classes at the Killeen Fire Department training facility or facilities contracted by the Killeen Fire Department.

EMERGENCY MEDICAL TECHNICIAN (Senior Year, Both Semesters at the KISD Career Center)

The reimbursement cost of KFD-KISD EMT Program classes being held at the KISD Career Center is \$6,700 per year. This reimbursement provides a certified EMT instructor from the Killeen Fire Department for 145 hours per school year to assist with the supervision and instruction of EMT students during their required hands-on skills practice and assessment at the KISD Career Center.

PART 6

PAYMENT

Payment shall be due at the completion of the KISD Fire Academies and KISD EMT School. The Killeen Fire Department shall submit an invoice for Fire Fighter I, Fire Fighter II, and KISD EMT reimbursement on one invoice to the Executive Director for Career and Technology for payment.

Payment shall be made from current revenues available to the paying party.

PART 7

TERM

This agreement shall terminate June 6, 2021, provided that it shall automatically renew annually from year to year for a period of two years, unless any party hereto shall give the other party written notice on or before ninety (90) days prior to the renewal date, at which time this agreement shall terminate.

Changes may be made to this agreement, by either party, upon written notification, review and approval by both parties during the two year period.

Upon completion of the two year period, a new agreement in its entirety shall be created for future service agreements.

PART 8

NOTICE OF TERMINATION

The parties hereto may terminate their interest under the agreement, with or without cause, upon ninety (90) days' written notice of their intent to terminate the other party.

In the event of termination by Killeen Independent School District or Killeen Fire Department prior to completion of the old contract, compensation shall be prorated according to what percentage of the Academy year has been completed prior to the termination.

PART 9

ENTIRE AGREEMENT

This agreement shall take the place of and supersede any previous agreements. It shall only be amended in writing and signed by both parties.

City Manager, City of Killeen

Superintendent, Killeen ISD

Date

Date