

**From:** Rickman, Tracy <trickman@cmccd.edu>  
**Sent:** Wednesday, June 4, 2025 6:37:33 AM  
**To:** McEachen, Ryan <rmceachen@cmccd.edu>  
**Cc:** Sheffield, Evelyn <esheffield@cmccd.edu>; Brakebill, James <jbrakebill@cmccd.edu>  
**Subject:** Re: ISA

Chief,

Attached is a copy of the ISA with Copper Mountain College for your review. We want to offer a 1-year contract with a College/Your District split of 65/35 for State apportionment. This includes all Fire, EMS, and Wildland courses we have available for your firefighters to complete.

As we discussed on June 2nd, there will be minimum qualifications and other aspects of this contract that we can meet and confer to ensure all aspects of the contract are met. Once approved by both parties, you and I need to establish which classes to get your folks enrolled in. I suggest the work experience courses first, since you noted a relatively new department (under 5 years) of experience.

While this is being reviewed, if you could work on getting copies of resumes of those personnel who may be doing some aspect of your in-house training would be helpful. I could then review the minimum qualifications and establish equivalency guidelines for those that do not have an Associate and 6 years of experience. Also, keep in mind all classes listed on the College course offerings list. Although they will be closed for enrollment, if other students meet the pre-req, they could be added to the courses we offer.

Looking forward to this relationship with you and your team.

Best

Dr. Trace Rickman  
Wildland and Fire Instructor  
Copper Mtn College  
trickman@cmccd.edu  
SFT 2003-8084

To calculate how much money a fire department earns from a Full-Time Equivalent (FTE) student through an Instructional Service Agreement (ISA) with a California community college, you need to consider several key factors:[California State Assembly](#)

### Key Components of ISA Revenue Calculation

1. **Apportionment Rate per FTE:** The California Community Colleges Chancellor's Office sets a base apportionment rate per FTE. For example, in the 2019–2020 fiscal year, this rate was \$4,009 per FTE. This rate is subject to annual adjustments based on factors like cost-of-living increases. [Assemblymember Al Muratsuchi+3LegiScan+3California State Assembly+3](#)
2. **Revenue Sharing Agreement:** The ISA outlines how the apportionment revenue is divided between the community college district and the fire department. For instance, the Arcadia Fire Department's agreement with Rio Hondo Community College specifies a 25% share of the apportionment revenue for the fire department and 75% for the district. [laserfiche.arcadiaca.gov](#)
3. **Student Contact Hours and FTE Calculation:** FTEs are calculated based on the total student contact hours. Typically, one FTE equates to 525 student contact hours. Therefore, if a fire department provides 20,000 student contact hours annually, this would amount to approximately 38.1 FTEs ( $20,000 \div 525$ ).
4. **Total Revenue Calculation:** Multiply the number of FTEs by the apportionment rate to determine the total revenue. Then, apply the revenue sharing percentage to ascertain the fire department's share.

### Example Calculation

Assuming the following:

- **Student Contact Hours:** 20,000
- **FTEs:**  $20,000 \div 525 \approx 38.1$
- **Apportionment Rate:** \$4,009 per FTE [LegiScan](#)
- **Fire Department's Share:** 25%

**Total Apportionment Revenue:**  $38.1 \text{ FTEs} \times \$4,009 \approx \$152,828.90$

**Fire Department's Revenue:**  $\$152,828.90 \times 25\% \approx \$38,207.23$

### Additional Considerations

- **Tuition and Fees:** Some agreements may stipulate deductions for tuition fees (e.g., \$46 per unit) or health fees, which can affect the net revenue. [Merced County+1Fresno Documents+1](#)
- **Use of Funds:** Revenue received is typically earmarked for training-related expenses, such as hiring instructors, purchasing materials, or covering other operational needs. [citydocs.cityoforange.org+1Fresno Documents+1](#)
- **Agreement Specifics:** The exact terms, including revenue splits and allowable expenses, can vary between agreements. It's essential to review the specific ISA for precise details.



# Instructional Services Agreement

This Agreement made and entered between the **Copper Mountain Community College District**, hereinafter referred to as the "District", and **Morongo Valley Community Service District**, hereinafter referred to as the "Company"

## Article I – Recitals

Whereas, the District will provide vocational education programs, for selected eligible students of the District, including Company employees, through this Agreement. The District has the authority under education code Section 70902 to establish and maintain education and service. Therefore, pursuant to California Education Code Section 8092, Title 5, California Code of Regulations 55600, et seq., the State Plan for Vocational Education, and the Federal Vocational and Applied Technology Education Act, the District Board of Trustees has determined the appropriateness of offering vocational education programs by contract. The specific courses of this instruction shall be mutually agreed upon, in writing, prior to the beginning of each academic year and shall be filed with this agreement; and

Whereas, in accordance with Education Code Section 78015, the Board of Trustees of the District, prior to establishing a vocational or occupational training program has conducted a job market study of the labor market area and determined that the results justify this program; and

Whereas, it is mutually agreed that both the Company and the District will insure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, Placement Assistance); and

Whereas, the District does hereby certify that it does not receive full compensation for the direct education costs of the course(s) from any public or private agency, individual or group; and

Whereas the District and the Company desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code Section 81160,

Now and therefore, in consideration of the conditions, covenants, terms, agreements, and recitals contained herein, it is mutually agreed as follows:

## Article II – Classes

The courses of instruction and the outlines of record for such courses are described as but limited to:

**FIRE COURSES, WILDLAND FIRE COURSES, EMS-RELATED COURSES, WORK EXPERIENCE, AND OTHER COURSES NEEDED TIED TO ANNUAL FIREFIGHTER TRAINING TO INCLUDE CORE AND ELECTIVE CLASSES TIED TO THE FIRE AND WILDLAND AND EMS CERTIFICATES AND DEGREE PROGRAMS.**

These courses have been approved by the District's curriculum committee as meeting Title 5 course standards and the courses have been approved by the Board of Trustees. Numbers of class hours are

sufficient to meet performance objectives. Students may withdraw prior to completion of course or program.

### **Article III – Responsibilities of the District**

#### **A. Instruction and Curriculum**

1. The District is responsible for obtaining certification verifying that the instructional activity to be conducted will not be fully funded by other sources.
2. The District will provide approved college curriculum for use in instruction provided under this agreement.
3. The District has the primary right to control and direct the activities of the instructional staff furnished by the Company.
4. District will register students and these records shall be available for review at all times.
5. Enrollment in the course(s) must be open to any person who has been admitted to the College/District and has met any applicable prerequisites (Title 5 Sections 51006 and 58106).
6. The District policy on open enrollment is published in the college catalogue, schedule of classes, and any addenda to the schedule of classes along with a description of the course and information about whether the course is offered for credit and is transferable (Title 5 Sections 51006 and 55005).
7. Degree and certificate programs are approved by the State Chancellor's Office and courses that make up the programs are part of the approved programs, or the College/District has received delegated authority to separately approve those courses locally.
8. Records of student attendance and achievement will be submitted to and maintained by the District. Records will be open for review at all times by officials of the College/District and submitted on a schedule developed by the District.
9. Instruction to be claimed for apportionment under this Agreement is under the immediate supervision and control of an employee of the District who has met the minimum qualifications for instruction in vocational subject for a California Community College (Title 5, Section 58058).
10. Where the Company's Instructor is not a paid employee of the District, the District shall demonstrate control through such actions as providing the instructor with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus.
11. The District shall provide the Company with list of minimum qualifications for instructors teaching the courses covered by this Agreement and that the qualifications are consistent with requirements in other similar courses given at the District.

### **Article IV – Responsibilities of the Company**

#### **A. Instruction and Curriculum**

1. All courses are open to enrollment by any student who has been admitted to the District subject to facility or other proper limitations on enrollment.
2. The Company will maintain current accurate records of student attendance and progress, and consents to inspection by authorized representatives of the District, the California Community

College Board of Governors, the Bureau of School Approval and other persons or entities as required by law.

3. All courses under this Agreement will meet applicable State Criteria and standard and/or approval.
4. The Company shall organize and provide class schedules, monitor students, maintain records of work experience education and be responsible for apprentice evaluation and counseling regarding on-site work experience.
5. The Company will provide instruction for students using approved curriculum provided by the District.
6. The Company will require instructors to complete any training mandated by the State of California for instructor credentialing.
7. The Company will provide but not be limited to guest lecturers, equipment, materials, day-today management support and other related services necessary to conduct these continuing education classes.
8. Where the instructor is not a paid employee of the District, the Company instructor will meet the appropriate qualifications as determined by the District. The District has the primary right to control and direct the instructional activities of the instructor.

NOTE: The District will demonstrate control and direction through such actions as providing the instructor with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus. (Instructor may be required to sign a separate contract stating that the District has primary right to control and direct the instructor's activities as they relate to this Agreement).

9. The Company shall provide clerical support to maintain training records.
10. The Company shall assist the District with student registration procedures, associated paperwork, and other support services to adequately manage and control the course curricula and the Company student population.
11. The Company shall provide funds for and administer instructor workshops. The Company's financial resources are adequate to ensure operation for the duration of this Agreement, and the Company on a basis of sound administrative policies and adhere to the District's compliance with State Regulations: Titles VI and 1964; Title IX of the Education Amendments of 1972; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and the Age Discrimination Act of 1990, and does not discriminate on the basis of race religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, gender, age, ethnic group identification, sexual orientation or status as a Vietnam-era veteran, in any of its policies, procedures, or practices.
12. Company employment of instructional aids. Such personnel will be responsible for assisting instructors and placing all classroom equipment and materials in the training areas when needed by the instructors. They will assist the instructors in the restoring of the classroom area to a neat and orderly condition and in the return of equipment, and surplus materials to the proper storage areas after classes.
13. The Company and all its employees or agents shall secure and maintain in force such licenses and permits that are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

## B. Facilities, Equipment, and Supplies

1. The Company shall provide and maintain classroom space at various facilities for use as off campus sites by the District for mutually agreed upon courses to be provided to the Company.
2. If said facilities are off-campus, they are hereby designated as off-campus facilities pursuant to Labor Code Section 3074.
3. Courses must be held at facilities which are clearly identified as being open to the general public (Title 5, Section 58051.5).
4. If the classes are to be located outside the boundaries of the District, the District must comply with the requirement of Title 5, Sections 55230 through 55232 concerning approvals by adjoining high school or community college districts and use of non-district facilities.
5. The Company's physical facilities meet requirements for state and local safety and health regulations and its equipment and instructional materials are adequate and suitable for the courses offered and the number of students in attendance.
6. The company shall supply instructional materials and supplies.

#### **Article V – General Provisions**

- A. This Agreement shall commence with the regular school term starting **Fall 2025 August 18<sup>th</sup>, 2025, to August 18<sup>th</sup>, 2026.**
- B. This Agreement may be terminated by the other party providing a minimum sixty (60) Days written notice of their intent to terminate or not to renew the agreement.
- C. It is agreed that the Company or any employee or agent of the Company is acting as an independent Company and not as an agent or employee of the District. The Company shall be solely responsible for the salaries and other benefits including Liability Insurance, Workers' Compensation Insurance and or any other insurance coverage for personnel, cadets and students.
- D. Neither the District nor the Company receives full funding for the instruction from the State or other sources. It is the intent of this Agreement that the District and the Company combine their resources to provide the instruction that would not have been possible but for the combination of resources. The funds received/paid by either party under this Agreement must be more than a trivial amount used to augment the instruction program.
- E. The District shall pay the Company on an annual basis. The Company shall submit and certify annual statement and billing to the District, including a daily tally of certified training attendance hours by individual student enrollment utilizing the College/District Attendance and Training Report Forms. The per-student amount shall not exceed the total direct and indirect costs to provide the same training in the District. There shall be no additional tuition charged for any program included in the Agreement. Students must be certified to the District for attendance purposes during the preceding quarter at the Company's place of instruction, be in good standing at the College/District, and demonstrate satisfactory progress in the coursework. The district will split credit and noncredit apportionment revenue received from the State for this program as follows.
- F. 35% will go to the Company and 65% will go to the District. Payments under this apportionment will be made to the **Morongo Valley Community Service District**
- G. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the Company without the prior written consent of both parties.

- H. When the following conditions exist, this Agreement may be cancelled by either said party hereto upon giving notice referred to in Paragraph V.B., above. Such notice shall be personally served or given in the United States Mail.
  - a. Emergency conditions resulting from Acts of God.
  - b. Non-performance of the terms of this Agreement.
- I. It is agreed that the District will not withhold any Federal or State income tax from payment made pursuant to this contract but will provide the Company with a statement of earnings at the end of each calendar year.
- J. The Company certifies that the Company is aware of the laws of the State of California requiring employers to be insured against liability for workers' compensation. The Company shall provide workers' compensation and professional liability insurance or self-insure its services.
- K. The Company shall indemnify, and hold harmless the District and its agents, officers, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of action of whatsoever kind, nature or sort arising out of, or in any manner connected with the performance by the Company of any services hereunder, and the Company shall assume full responsibility for payments of Federal, State, and local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and income tax law, or any disability or unemployment law, or retirement contributions of any sort whatever, concerning the Company or any employee or agent thereof, and shall further indemnify and hold harmless the District of and from any such payment or liability arising out of or in any manner connected with the Company's performance under this agreement, except to the extent caused by the negligent or wrongful acts or omissions of the District, its employees or agents.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written below.

**District**

**Company**

Copper Mountain Community College District  
 6162 Rotary Way  
 Joshua Tree, CA 92252

Name  
 Address  
 City, State Zip Code

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_ EIN: \_\_\_\_\_

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

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

\_\_\_\_\_  
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 \_\_\_\_\_

CMCCD Board Approval: \_\_\_\_\_

