



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Sheriff
Department No. 032
For Agenda Of: 8-18-2009
08/14/07
Placement: Administrative
Administrative
Agenda
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Department Sheriff Bill Brown (805) 681-4290
Director(s)
Contact Info: Lieutenant Chris Pappas (805) 681-5752

by: N. Lucey

SUBJECT: Instructional Service agreement with Santa Barbara City College and the Santa Barbara County Sheriff's Department

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors approve the agreement providing accredited Administration of Justice courses through Santa Barbara City College to the Santa Barbara County Sheriff's Department in order to facilitate in-service training and to obtain State funding for classes offered by way of Instructional Service Agreements / Contracts as provided in Title 5 of the California Code of Regulations and the Education Code Section 78015.

Summary Text:

Historically, the Santa Barbara County Sheriff's Department has contracted with the Santa Barbara City College to obtain accreditation for in-service training. By way of these contracts, Sheriff's personnel have the benefit of obtaining college credit for courses of instruction that are offered through in-service training provided by the Sheriff's Department. Additionally, revenue is generated by way of this agreement that provides for the funding of additional training and training related equipment.

Fiscal and Facilities Impacts:

This agreement for revenue sharing with Santa Barbara City College as provided by Title 5 of the Education Code of Regulations and Education Code Section 78015 allows for the following: The College shall reimburse the Santa Barbara County Sheriff's Department for instructional services

provided at the then current amount of State revenue per Full – Time Equivalent Students(FTES) equal to 25% of all FTES generated by these courses minus the State - determined per- unit course enrollment fee. The college shall pay the Santa Barbara Sheriff's Department for services under this program, on appropriate statements at the end of each semester upon submission of grades for registered students. The costs incurred in the training of the students are already in the Sheriff budget, Program 1054.

The Department estimates that this reimbursement will net about \$31 per FTE of attendance. With approximately 300 student FTEs per year, this revenue could exceed \$9,000 per year. However, the variability of the number of students that actually register for training will be material so actual estimates are difficult to determine. The Department, therefore, will not offer a Budget Revision for Board approval until a more firm estimate is established.

Special Instructions:

Please send one copy of the executed agreement of the Instructional Service Agreement to Lieutenant Chris Pappas, Sheriff's Department Training Bureau and one copy to Douglas Martin, Sheriff's Department.

Attachments:

One original copy of the Instructional Service Agreement between the Santa Barbara Sheriff's Department and Santa Barbara City College.

Authored by:

Lieutenant Chris Pappas ext. 4133

Douglas Martin, CFO ext 4293

cc:



**Santa Barbara City College
Instructional Service Agreement
With
Santa Barbara County Sheriff's Department**

This agreement is made and entered into this 25TH day of JUNE by and between Santa Barbara County Sheriff's Department and SANTA BARBARA CITY COLLEGE (hereinafter "College").

The Agreement is constructed according to the California Community Colleges Chancellor's Office Contract Guide for Instructional Service Agreements.

Community Colleges may claim FTES and consequently, State funding for classes given through Instructional Service Agreements/contracts provided Education Code and Title 5 requirements are met. The regulations are contained in Title 5 of the California Code of Regulations, Sections 51006, 53410, 55002, 55005, 55230-232, 55805.5, 58051(c) – (g), 58051.5, 58055, 58056, 58058(b), 58100-58106 and Education Code Section 78015. The following checklist should be used as a guide in the preparation of agreements or contracts:

1. The governing board of a community college district, prior to establishing a vocational or occupational training program, shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program. Education Code Section 78015.

Courses offered for College credit pursuant to this Agreement will be housed in the Administration of Justice (AJP) department and will have been approved as stand alone courses by (a) the College Curriculum Advisory Committee and (b) the College Board of Trustees prior to enrollment of students.

2. The college or district has a written agreement or contract with the contractor stating the responsibilities of each party and that the college or district is responsible for the educational program conducted on site.

Responsibilities of Santa Barbara City College:

- (1) Conduct, in cooperation with Santa Barbara County Sheriff's Department approved Administration of Justice (AJP) stand alone training short courses under the College's Credit Division.
- (2) Ensure compliance with Title 5 of the California Education Code requirements to ensure these courses are completely eligible for State apportionment. All courses will be open to the public.
- (3) Provide a coordinator, register students, approve faculty and perform other appropriate support services to adequately manage and control the course offerings.
- (4) Evaluate the quality of instruction to ensure it meets the needs of the students.
- (5) Give appropriate units of credit for success for successful completion of each course.
- (6) Accept, recognize and adhere to established College policies and procedures concerning academic performance and discipline.

Responsibilities of Santa Barbara County Sheriff's Department:

- (1) Furnish facilities and instructional services at appropriate training venues for the conduct of Administration of Justice (AJP) training classes offered pursuant to this Agreement.
- (2) Recommend qualified instructors to the College.
- (3) Provide equipment, materials, day-to-day management support, and all related overhead necessary for the conduct of Administration of Justice (AJP) training classes offered pursuant to this Agreement.
- (4) Cooperate with the College to ensure that all instructional personnel, equipment, and materials used in these training courses conform to all requirements governing instructional programs for Santa Barbara County Sheriff's Department personnel.

Payment to Santa Barbara County Sheriff's Department:

- A. The College shall reimburse Santa Barbara County Sheriff's Department for instructional services provided at the then-current amount of State revenue per Full-Time Equivalent Students ("FTES") equal to 25% of all FTES generated by these courses minus the State-determined per-unit course enrollment fee.
- B. The College shall pay Santa Barbara County Sheriff's Department for services under this program, on appropriate statements at the end of each semester upon submission of grades for registered students.
- C. FTES Unit Formula:
 - (1) Total Class Enrollment x Total Class Hours / 525 = Number of FTES (525 Hours of Instruction equals 1 FTES)
 - (2) # FTES x State's determined FTES value x 25% = Santa Barbara County Sheriff's Department share of Revenue minus student enrollment fees.
- D. Students shall be charged by Santa Barbara County Sheriff's Department directly for the cost of textbooks and materials that students retain in their possession.

3. The agreement/contract contains procedures, terms and conditions relating to (1) enrollment period; (2) student enrollment fees; (3) the number of class hours sufficient to meet the stated performance objectives; (4) supervision and evaluation of students; (5) withdrawal of students prior to completion of a course or program.

- (1) Courses offered pursuant to this Agreement must have been approved by the College Curriculum Advisory Committee and Board of Trustees prior to student enrollment.
- (2) Student enrollment fees charged to Santa Barbara County Sheriff's Department shall be determined by the State and relevant to the semester in which students are enrolled.
- (3) Santa Barbara County Sheriff's Department will conduct training courses with hours sufficient to meet the stated performance objectives, and unit value, on the approved course outlines.
- (4) Approved instructors will supervise and evaluate students as well as maintain attendance and grade records. The College will ensure that instruction meets the needs of the students.
- (5) Santa Barbara County Sheriff's Department will inform the College of the withdrawal of any student prior to completion of the course.

4. Agreement/contract contains terms and conditions relating to cancellation and termination of the arrangement.

- A. If any provision of this Agreement is or becomes contrary to State law or regulations of other agencies or decision of courts of competent jurisdictions, the College and Santa Barbara County Sheriff's Department agree to renegotiate the effected portion without affecting the balance or intent of this Agreement.
- B. This Agreement may be terminated by either party with written sixty (60) days notice. Such notice of termination shall not affect students currently enrolled in the program.

5. Instruction to be claimed for apportionment under the agreement/contract, is under the immediate supervision and control of an employee of the district (Title 5, Section 58058) who has met the minimum qualifications (or their Board approved equivalency) for instruction in vocational subject in a California community college.

See section six (6) below.

6. Where the instructor is not a paid employee of the district, the college or district has a written agreement or contract with each instructor conducting instruction for which FTES are to be reported and stating that the college or district has the primary right to control and direct the instructional activities of the instructor. NOTE: The college or district must demonstrate control and direction through such actions as providing the instructor 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.

Instructors recommended to the College by Santa Barbara County Sheriff's Department must meet the Minimum Qualifications, or the Equivalent, of the Administration of Justice (AJP) and have been approved by the SBCC Board of Trustees prior to the enrollment of students. In addition, each instructor approved pursuant to this Agreement must sign the Instructor Agreement Form attached hereto certifying that the College has the primary right to control and direct the instructional activities of the instructors.

7. The college or district lists minimum qualifications for instructors teaching these courses and that the qualifications are consistent with requirements in other similar courses given at the college or district.

Instructor Minimum Qualifications for Administration of Justice (AJP) courses are as follows: Bachelor's degree in the field with a minimum of two years related experience; or, Associate of Arts degree in the field with a minimum of six years related experience; or the Equivalent.

8. The course must be held at facilities which are clearly identified as being open to the general public (Title 5, Section 58051.5). Enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites or limitation on enrollment (Title 5, Sections 51006 and 58106). The district policy on open enrollment must be published in the college catalog, schedule of classes and any addenda to the schedule of classes, (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferrable (Title 5, Section 55005).

All Administration of Justice (AJP) stand alone training courses offered pursuant to this Agreement carry the Limitation on Enrollment that the student must be P.O.S.T. certified. If this Limitation is met, the courses are open to any student.

9. Degree and certificate programs must have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or the college must have received delegated authority to separately approve those courses locally.

This section is not applicable as courses offered pursuant to this Agreement are stand alone training courses.

10. ___ The courses of instruction are specified in the agreement, the outlines of record for such courses are approved by the college's curriculum committee as meeting Title 5 course standards, and the courses have been approved by the district board of trustees.

All courses offered pursuant to this Agreement will be housed in the Administration of Justice (AJP) have been approved by the College Curriculum Advisory Committee and the College Board of Trustees.

11. ___ Procedures used by the college to assure that faculty teaching different sections of the same course, teach in a manner consistent with the approved outline of record for that course are applied to courses and faculty covered under the agreement and students are held to a comparable level of rigor.

Both parties will ensure that all instructors teaching courses pursuant to this Agreement will adhere to the approved outline of record and students will be held to a comparable level of rigor.

12. ___ Records of student attendance and achievement will be maintained by the public agency. Records will be open for review at all times by officials of the college and submitted on a schedule developed by the community college district.

Santa Barbara County Sheriff's Department and the College shall maintain accurate and complete records which shall include attendance, scores of graded materials, and notation indicating completion of appropriate competencies provided in sufficient detail to permit an evaluation of services. Such records shall be open to inspection and audit by authorized professional staff of the College, Santa Barbara County Sheriff's Department and other state agencies where such inspection and audit does not conflict with the Pupil Record Act of the Education Code.

13. ___ It is agreed that both contractor and community college district will ensure that ancillary and support services are provided for students (e.g., Counseling and Guidance, Placement Assistance).

Santa Barbara County Sheriff's Department shall provide notification of College support services to students taking courses pursuant to this Agreement.

14. ___ The college district must certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual or group.

Santa Barbara City College certifies herein that it does not receive compensation for the direct education costs of the course from any source other than State apportionment.

15. ___ The college district is responsible for obtaining certification verifying that the instructional activity to be conducted will not be fully funded by other sources.

Santa Barbara County Sheriff's Department certifies that it is not fully funded by other sources and said verification form is attached to the Agreement.

16. ___ If the classes are to be located outside the boundaries of the district, the district must comply with the requirements of Title 5, Sections 55230-55232 concerning approval by adjoining high school or community college districts and the use of non-district facilities. *In accordance with AB 444 (Statutes of 1996, Chapter 637) effective 9/16/96, Title 5, Section 58051.5 was amended to include appropriate language to implement Education Code Section 84752.

If any classes pursuant to this Agreement are conducted outside the boundaries of the Santa Barbara Community College District, written approval from adjoining community college district(s) will be obtained prior to the enrollment of students and maintained on file by the College for a minimum period of five (5) years following the expiration or termination of this Agreement.

TERM OF AGREEMENT:

This Agreement shall commence on _____ and shall continue until terminated in accordance with the provisions of this Agreement.

INDEMNIFICATION:

The College agrees to indemnify, defend, and hold harmless Santa Barbara County Sheriff's Department and its appointed officers, employees, and agents from and against all liability, errors and omissions, or expense, including but not limited to, defense costs and legal fees, arising from or connected with any claims for damages resulting from the College's operations or its services provided under this Agreement, including without limitation, bodily injury, death, personal injury, or property damage to any property, including physical damage to or loss of the College's property in the care, custody, or control of the College.

Santa Barbara County Sheriff's Department shall indemnify, defend, and hold harmless the College, its agents, officers, and employees, from and against any and all liability, expense, including defense cost and reasonable legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, arising from or connected with [insert clients name here] acts or omissions hereunder.

CONFIDENTIALITY:

Both parties shall maintain the confidentiality of all student academic and other student personal and private records. Both parties agree not to release such data to any third party without the prior written consent of the student or unless disclosure is otherwise authorized by law. Each party shall maintain the confidentiality of its records in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality. Both parties shall inform all their officers, employees, and agents providing services hereunder of the confidentiality. Both parties agree to defend and save harmless the other party, its officers, agents and employees against any and all liability and demands arising out of any disclosure of such reports and information by the other party, its officers, agents and employees.

DELEGATION AND ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, or both, either in whole or part, without the prior written consent of the other party. Any such delegation or assignment attempted without such consent shall be null and void.

ALTERATION OF TERMS:

This Agreement fully expresses all understandings of the parties concerning all matters covered and shall constitute the entire Agreement between the parties. No addition to, or alternation of, any provision of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid and effective unless made in the form of a written amendment to this Agreement and formally approved and executed by the parties in the same manner as this Agreement.

LICENSES, PERMITS, CERTIFICATES, AND ACCREDITATION:

Both parties shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, certificates, and accreditation required by law applicable to the performance of this Agreement, and shall ensure that all their officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, certificates, and accreditations required by law which are applicable to their performance hereunder.

AUTHORIZATION WARRANTY:

The College hereby represents and warrants that the person executing this Agreement for the College is an authorized agent who has actual authority to bind the College to each and every term, condition, and obligation set forth in this Agreement and that all requirements of the College have been fulfilled to provide such actual authority.

NOTICES:

Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, postage prepaid. Addresses to persons to be notified may be changed by either party by giving at least ten (10) days prior written notice to the other party.

To College: Santa Barbara Community College District
Purchasing, Contracts, & Risk Management Office
721 Cliff Drive
Santa Barbara, CA 93109
Attention: Director of Purchasing, Contracts & Risk Management

To Santa Barbara County: Santa Barbara County Sheriff's Department
4434 Calle Real
Santa Barbara, CA 93110
Attention: Lieutenant Chris Pappas, Training Bureau

TERMINATION:

This Agreement may be terminated by either party with written sixty (60) days notice. Such notice of termination shall not affect students currently enrolled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be subscribed by duly authorized officers of the day, month, and year first above written.

SANTA BARBARA CITY COLLEGE

SANTA BARBARA COUNTY
SHERIFF'S DEPARTMENT

By: Joseph E. Sullivan
Joseph Sullivan, Vice President
Business Services

By: Bill Brown 5/11/09
Bill Brown, Sheriff - Coroner

APPROVED:

By: Joseph Centeno
SANTA BARBARA CITY COLLEGE
BOARD OF TRUSTEES

By: _____
Joseph Centeno, Chair
BOARD OF SUPERVISORS

By: Robert W. Geis
Robert W. Geis, CPA
AUDITOR - CONTROLLER

By: Dennis Marshal
Dennis Marshal, County Counsel

By: Ray Aromatorio
Ray Aromatorio, Risk Manager

ATTEST:

By: _____
Michael F. Brown, Clerk of the Board