

**AGREEMENT BETWEEN  
ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT  
AND  
SANTA BARBARA COUNTY SHERIFF'S DEPARTMENT**

**CONFIRMATION OF CLASS OFFERING**

This Agreement is made and entered into as of the date last written below and confirms the arrangements made between Allan Hancock College, 800 S. College Drive, Santa Maria, CA 93454 (hereinafter referred to as the DISTRICT) and the SANTA BARBARA COUNTY, SHERIFF DEPARTMENT, 4434 Calle Real, Santa Barbara, CA 93110 (hereinafter referred to as the DEPARTMENT) regarding the course offerings described within. This Agreement will cover all course offerings agreed to by both parties for a period of one year from July 1, 2008 through June 30, 2009 and renewable by mutual agreement of both parties.

**CONSIDERATION:** The DISTRICT and the DEPARTMENT agree that all courses offered under this Agreement shall be open to any person meeting regular DISTRICT admission requirements and all course prerequisites. All courses, seminars, or workshops offered under this Agreement shall be offered on a credit or noncredit basis, and the DISTRICT will submit all hours of attendance to the State of California for apportionment funding.

The DISTRICT and the DEPARTMENT will cooperatively develop and offer courses of not less than eight (8) hours annually. Additional California Peace Officer Standards and Training (P.O.S.T.) and/or Standards and Training for Corrections (S.T.C.) courses mutually developed by the DISTRICT and the DEPARTMENT shall also be covered under this Agreement. All courses will be broadly advertised, and non-employees of the Santa Barbara County Sheriff's Department will be permitted to enroll in any course.

Maximum enrollment for courses will be as follows:

- (1) Skills courses requiring demonstrations and proficiency testing = 30 students
- (2) Firearms courses = 24 students
- (3) Administrative/supervisory/executive courses = 30 students
- (4) Any courses taught in a lecture only format = enrollment limitations shall be based upon seating capability of facilities

A. In consideration of the terms of this Agreement, the DEPARTMENT agrees to:

1. Provide all facilities and equipment required for each course.
2. Provide for each course an instructor who is qualified to teach the subject matter in California community colleges, is qualified to teach at Allan Hancock College, and who signs a special Instructor Agreement with the DISTRICT (see Attachment A).
3. Promote all courses as jointly sponsored by the DISTRICT and the DEPARTMENT among law enforcement and corrections agencies within the DISTRICT and San Luis Obispo County to assure adequate opportunity for open enrollment.

4. Submit to P.O.S.T. and/or S.T.C. all forms requesting certification for all courses that are to be P.O.S.T. or S.T.C. certified, and provide the DISTRICT with a copy of forms submitted.
  5. Provide course evaluation instruments developed by P.O.S.T., S.T.C. or the DISTRICT for use in every class session, and provide results of course evaluations to the DISTRICT.
  6. Reimburse the DISTRICT the standard and customary fees of a credit offering of the DISTRICT at the current rate per unit for each employee enrolled in a course. The 2008 AHC enrollment fee is \$20.00 per unit. This is subject to change based upon adoption of the 2008-2009 State budget impact on community college fees.
  7. A fee will be assessed for certificates issued for each student enrolled. The amount of this fee will be determined by the nature and length of the course, and established prior to the beginning of the course by mutual agreement of both parties. This is subject to change based upon adoption of the 2008-2009 State budget impact on community college fees.
  8. Provide copies of all instructional materials (with copyright waivers when necessary) for duplication purposes to the DISTRICT'S Administration of Justice Training Director in sufficient time to allow adequate copies to be reproduced.
  9. The DEPARTMENT Training Manager will be responsible for all registration activities, including collecting completed DISTRICT registration forms and designated fees, and submission to the DISTRICT'S Administration of Justice Training Director for processing.
  10. At the end of each course session a performance or written test will be given to each student. The DEPARTMENT Training Manager will submit to the DISTRICT'S Administration of Justice Training Director the results of this testing to assure continuing compliance with the DISTRICT'S requirements.
  11. Develop an annual master training schedule for all course sessions together with the DISTRICT'S Administration of Justice Training Director and submit same to the Dean, Academic Affairs.
  12. Maintain and submit to the DISTRICT'S Administration of Justice Training Director within 30 days of completion of any course all enrollment, attendance and final grade records on forms provided by the DISTRICT, and P.O.S.T. or S.T.C. evaluation forms.
  13. Remit to the DISTRICT within 60 days of receipt of invoice any reimbursements due as defined by the terms of this Agreement.
- B. In consideration of the terms of this Agreement, the DISTRICT agrees to:
1. Reimburse the DEPARTMENT at the rate of \$2.25 per student, per instructional hour to cover partial costs of offering a credit course.
  2. Provide units of credit as defined by each course to all students successfully completing course requirements.

3. Provide classroom sets of instructional materials developed by the DEPARTMENT and submitted in a timely fashion for reproduction.
  4. The DISTRICT'S Administration of Justice Training Director will prepare appropriate course descriptions and submit for approval through proper DISTRICT instruction channels.
  5. The DISTRICT'S Administration of Justice Training Director will submit all enrollment, attendance, final grades, and course evaluation forms to appropriate agencies and offices.
  6. Publicly advertise all course sessions as jointly sponsored by the DEPARTMENT and the DISTRICT within the DISTRICT in a timely fashion in order to assure courses are open to the public.
  7. Maintain lists of advance inquiries by individuals and law enforcement/corrections agencies requesting information about specific courses.
  8. Remit to the DEPARTMENT all reimbursable expenses within 60 days of a receipt of invoice.
  9. Submit an invoice and any balance due the DEPARTMENT within 60 days of receipt of all required DISTRICT enrollment attendance, final grades, and course evaluation forms for all required DISTRICT fees as described herein.
  10. Neither the DISTRICT nor the DEPARTMENT receives full funding for the instruction provided herein from the State or other sources.
- C. The DISTRICT retains the right to cancel any course for reasonable cause. If the course is canceled by the DISTRICT, the DEPARTMENT will not be liable for costs incurred as described above. Written notice will be provided to the DEPARTMENT at the time the DISTRICT determines cancellation is necessary.
- D. The DEPARTMENT retains the right to cancel any course for reasonable cause. If the course is canceled by the DEPARTMENT, the DEPARTMENT will be liable for all costs incurred up to and including the cancellation date as described above. Written notice will be provided to the DISTRICT'S Administration of Justice Training Director at the time the DEPARTMENT determines cancellation is necessary.
- E. Either party may cancel this Agreement with thirty (30) days written notice to the other party. In the event either party decides to exercise this option, all financial terms heretofore executive shall be compensated as described herein, and no future financial obligations shall be incurred.
- F. Persons responsible for implementation of this Agreement:
- |            |                 |                                |
|------------|-----------------|--------------------------------|
| DEPARTMENT | Lt. Phil Willis | Phone No.: 692-5750            |
| DISTRICT   | Greg Dossey     | Phone No.: 922-6966, ext. 3814 |
- G. The DEPARTMENT assures the DISTRICT that it shall not discriminate against any person, in any aspect of education or employment, regardless of race, color, ancestry, religion, gender,

national origin, age, mental or physical disability, medical condition, status as a Vietnam-era veteran, marital status, or sexual orientation.

## **INDEMNIFICATION AND INSURANCE PROVISIONS**

### **A. Indemnification by Allan Hancock Joint Community College District**

ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT shall indemnify, defend and hold COUNTY OF SANTA BARBARA, and COUNTY OF SANTA BARBARA'S agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT, and ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT'S officers, agents and employees, including performing or authorizing the performance of, or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

### **B. Indemnification by County of Santa Barbara**

COUNTY OF SANTA BARBARA shall indemnify, defend and hold ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT and ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT'S agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of COUNTY OF SANTA BARBARA, and COUNTY OF SANTA BARBARA'S officers, agents and employees, including performing or authorizing the performance of, or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

### **C. No Agency**

Except as otherwise specified herein, for the purposes of this section, ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT shall not be deemed to be COUNTY OF SANTA BARBARA'S agent and COUNTY OF SANTA BARBARA shall not be deemed to be ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT'S agent.

### **D. Notification**

Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this indemnity provision, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

**E. Continuing Obligation**

To the extent that ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT has agreed to indemnify, defend and hold harmless COUNTY OF SANTA BARBARA, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.


To the extent that COUNTY OF SANTA BARBARA has agreed to indemnify, defend and hold harmless ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

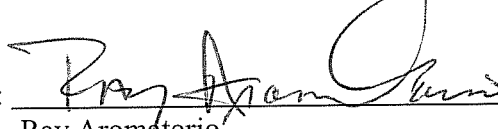
**F. Insurance**

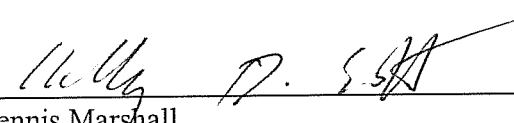
Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.

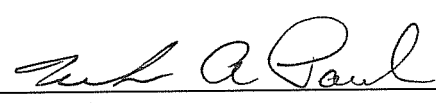
**APPROVED AND AGREED TO:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Elizabeth A. Miller, Ed.D.  
Associate Superintendent/Vice President, Administrative Services  
ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT

By:  <sub>F01</sub> Date: 8-15-08  
Bill Brown  
Sheriff-Coroner, SANTA BARBARA COUNTY

By:  Date: 8/15/08  
Ray Aromatorio  
Risk Manager, SANTA BARBARA COUNTY

By:  Date: 8-15-08  
Dennis Marshall  
County Counsel, SANTA BARBARA COUNTY

By:  Date: 8-14-08  
Robert Geis  
County Auditor-Controller, SANTA BARBARA COUNTY

By: \_\_\_\_\_  
Salud Carbajal  
Chair, Board of Supervisors, SANTA BARBARA COUNTY

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

By: \_\_\_\_\_  
Michael F. Brown  
Deputy Clerk of the Board, SANTA BARBARA COUNTY

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



**ALLAN HANCOCK COLLEGE**

**AGREEMENT BETWEEN** \_\_\_\_\_ Social Security # \_\_\_\_\_

an employee of \_\_\_\_\_ and ALLAN HANCOCK JOINT

COMMUNITY COLLEGE DISTRICT, it is hereby agreed as of \_\_\_\_\_, by and between  
(date)

Allan Hancock Joint Community College District, State of California, hereinafter referred to as the District, and

\_\_\_\_\_, an employee of \_\_\_\_\_,

hereinafter referred to as Instructor, as a condition of agreement between Allan Hancock Joint Community College

District and \_\_\_\_\_, hereinafter referred to as Department.

**WHEREAS**, the District has contracted with the Department for the providing of vocational education; and

**WHEREAS**, the Department has agreed to provide District with instructors who meet qualifications and standards established by the District; and

**WHEREAS**, the District must enter into a written contract with each instructor provided by Department, pursuant to Title V 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. The District will have the primary right to control and direct Instructor during the time Instructor is serving the District: and
2. Instructor will be an employee of the District for purposes of the Attendance Accounting Standards of Title V of the California Administrative Code, Sections 58050 et seq., only: and
3. Instructor will be entitled to no compensation from the District, but instead shall be compensated by his/her employer, the Department.
4. Instructor shall be considered an employee of Department for purposes of workers' compensation claims as well as for claims for damages by any other party.
5. The District shall not be obligated to Instructor for any benefits or consideration normally accorded regular community instructors under the statues of the California Education Code. These obligations will be those of Instructor's employer, the Department.
6. The Instructor shall serve the District only as directed by District for the term of the agreement referenced above between District and Department and shall serve the District no later than the expiration of the herein mentioned contract between the District and Department.

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

NAME OF INSTRUCTOR

ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT

\_\_\_\_\_  
Print

By: \_\_\_\_\_  
Anne Cremarosa, DBA, Dean, Academic Affairs

\_\_\_\_\_  
Signature

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

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