AGENDA

MEETING OF THE BOARD OF TRUSTEES
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

February 11, 2010

SPECIAL MEETING/STUDY SESSION
Room A218C
4:00 pm

MacDougall Administration Center
Santa Barbara City College
721 Cliff Drive

The Office of the Superintendent/President, Room A 110 in the MacDougall Administration Center is the location where documents that are public records relating to any item under discussion on a Board agenda (including documents distributed with the agenda and those distributed to all or a majority of the members of the Board within 72 hours prior to a regular Board meeting or within 24 hours prior to a special or committee meeting) are available for public inspection.

Board agendas and supporting documents are also posted on the College website at http://www.sbcc.edu/boardoftrustees/.

1. GENERAL FUNCTIONS

1.1 CALL TO ORDER

1.2 ROLL CALL

1.3 WELCOME


1.5 HEARING OF CITIZENS

Members of the public have the opportunity to directly address the Board on any item described in the notice for this meeting before the Board’s consideration of that item. Unless otherwise determined by the Board, each person is limited to five minutes (20 minutes per issue). Those wishing to address the Board at this meeting should complete a written request and return it to the Board secretary prior to the Board meeting (Govt. Code Sec 54954.3).

2. STUDY SESSION

2.1 Reaffirmation of Accreditation (Attachment 1)

2.2 Board Policies and Administrative Procedures (Attachment 2)
BP 4500 Duties of Faculty – General
AP 4500 Instructional Faculty Job Description and Responsibilities
AP 4501 Educational Support Faculty Job Description
AP 4502 Department Chair Responsibilities
AP 4503 Substitute Faculty Responsibilities
AP 4504 Guidelines for Faculty Service to the College
AP 4505 Office Hours for Adjunct Faculty

2.3 Analysis and Proposed Fees for Selected Continuing Education Non-credit Courses Starting Spring 2010 (Attachment 3)

2.4 Parent Child Workshops – Analysis and Proposed Draft Agreement between SBCC and Individual Parent Child Workshops (Attachment 4)

2.5 Discussion of proposed items for future agendas of Board meetings (regular meetings, study sessions, or committee meetings)

3 CLOSED SESSION

A. CONVENE TO CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

   a. Significant exposure to litigation pursuant to Section 54956.9(b)(1) of the Government Code. 1 matter

2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

   a. 1 matter

B. RECONVENE TO OPEN SESSION

4. ADJOURNMENT

The next Regular Meeting of the Board of Trustees will be held on Thursday, February 25, 2010 at 4:00 p.m. in A211. A Study Session will be held on March 11, 2010 in A218C.
MINUTES

SPECIAL MEETING OF THE BOARD OF TRUSTEES
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

January 15, 2010

SPECIAL MEETING
BC214
2:00 pm

Business and Communications Building-West Campus
Santa Barbara City College
721 Cliff Drive

The Office of the Superintendent/President, Room A 110 in the MacDougall Administration Center is the location where documents that are public records relating to any item under discussion on a Board agenda (including documents distributed with the agenda and those distributed to all or a majority of the members of the Board within 72 hours prior to a regular Board meeting or within 24 hours prior to a special or committee meeting) are available for public inspection.

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1. GENERAL FUNCTIONS

1.1 CALL TO ORDER

Vice President Green called the meeting to order.

1.2 ROLL CALL

Members present:
Dr. Kathryn Alexander
Mrs. Sally Green, Vice President
Mr. Morris Jurkowitz
Mr. Des O’Neill

Member absent:
Dr. Joe Dobbs, President
Ms. Joan Livingston
Mr. Luis Villegas

Others present for all or a portion of the meeting:
Dr. Andreea M. Serban, Superintendent/President and Secretary/Clerk to the Board of Trustees
Dr. Arellano, Ofelia, VP Cont Ed
Dr. Bishop, Paul, VP IT
Ehrlich, Sue, VP HRLA
Fricke, Erik, Director Security
Dr. Friedlander, Jack, VP Ed Prgms

Galvan, Joan, PIO
Grennan, Henry, Allan Hancock
College Trustee
Lewis, Steve, Risk Manager
1.3 WELCOME

Vice President Green extended a cordial welcome to all.

1.4 HEARING OF CITIZENS

No citizen expressed an interest to address the Board.

2. TRAINING

Peter Wright, Director of Emergency Planning and Preparedness, California Community Colleges, sponsored this training and the training was provided by Linda Morin, Emergency Manager, Coast Community College. Ms. Morin is the co-chair of the Disaster Resistant California Community Colleges Task Force. This training is required for elected officials and the objectives of this training were:

- Provide an overview and comparison of:
  - Standardized Emergency Management System (SEMS)
  - National Incident Management System (NIMS)
  - Incident Command System (ICS)
- SEMS/NIMS/ICS and community colleges
- The role of elected officials during a disaster.

3. ADJOURNMENT

Vice President Green adjoumed the special meeting. The next study session will be held on January 21, 2010 and the regular board meeting will be held on January 28, 2010.
MINUTES

MEETING OF THE BOARD OF TRUSTEES
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

January 21, 2010

SPECIAL MEETING/STUDY SESSION
Room BC214
3:30 pm

Business and Communications Building-West Campus
Santa Barbara City College
721 Cliff Drive

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Board agendas and supporting documents are also posted on the College website at http://www.sbcc.edu/boardoftrustees/.

1. GENERAL FUNCTIONS

1.1 CALL TO ORDER

President Dobbs called the meeting to order.

1.2 ROLL CALL

Members present:
Dr. Kathryn Alexander
Dr. Joe Dobbs, President
Mrs. Sally Green, Vice President
Ms. Joan Livingston
Mr. Des O'Neil
Mr. Luis Villegas

Members absent:
Mr. Luis Villegas

Others present for all or some of the meeting:
Dr. Andrea M. Serban, Supt/President and Secretary Clerk to the Board of Trustees
Ignacio Alarcon, President Academic Senate
Dr. Ofelia Arellano, VP Cont. Ed.
Liz Auchincloss, President CSEA
Sue Ehrlich, VP Human Resources
Dr. Jack Friedlander, Exec VP Ed Prgms
Joan Galvan, PIO

Tom Garey, Theater Arts
Leslie Griffin, Controller
Dr. Alice Schaper, Dean Ed Prgms
Dr. Lynne Stark, President IA
Joe Sullivan, VP Business Services
1.3 WELCOME

President Dobbs extended a cordial welcome to all.

1.4 MINUTES OF THE SPECIAL MEETING OF NOVEMBER 5, 2009.

Upon motion by Ms. Livingston, seconded by Mr. Jurkowitz, the Board approved the minutes of the special meeting of November 5, 2009. Dr. Alexander abstained.

1.5 HEARING OF CITIZENS

No citizen expressed a wish to address the Board.

Upon motion by Mr. O’Neill, seconded by Mr. Jurkowitz, the Board approved adjourning to study session.

2. STUDY SESSION

2.1 Proposed fees for out-of-state and international students effective Fall 2010

Superintendent/President Serban reported that the fees are being reduced for 2010-11, instead of increasing. This is unfortunate as this will impact the College fiscally. The state calculates these fees based on the total annual attendance of the entire system, all system FTES - credit, non-credit, California resident and non-resident - and the total spent, as a system, and they do a very simple calculation to come up with the average expenditure per FTES for the system. The system did such a great job in serving more FTES with less money, by absorbing more students with less in 2008-09, that this caused the non-resident tuition fee to decline. This will have a negative fiscal impact, even if enrollments stay the same.

2.2 2009-10 SBCC mid-year budget status

Superintendent/President Serban handed out a copy of the P1 apportionment report; this is projection 1 that was submitted on January 15. At a previous meeting, discussion took place regarding the $2.6 million reduction to the college’s base funding of the operating budget. As a result, all districts were instructed to apply reductions of FTES and it was decided that the $2.6 million reduction for SBCC could be achieved by cutting 377 California resident credit FTES and 300 non-credit non-enhanced FTES. On the credit side, the number reported at P1 does not reflect the complete FTES for the year because about 190 FTES from Summer 08 was reported in the previous fiscal year to achieve allowable growth for that year. Currently, the estimated FTES for credit, unless more reductions occur in the Spring sections, will be 14,459 FTES and non-credit is actually closer to their target. Currently, on the credit side we are over our allowable funding level by 1,238 FTES and slightly over on the non-credit side. This means an unfunded growth of $5,690,351. This by itself is problematic; however, what is even more problematic is that the section reductions for Fall 2009 and Spring 2010 were not achieved. In Fall 2009 there was a net reduction of about 55 sections, the target was 120 sections, unfortunately even though the net number of sections went down, the instructional expenditures for adjuncts increased significantly compared to what was budgeted. A key component of the adopted budget was that instructional expenditures for adjuncts both credit and non-credit were to be reduced and in Fall the expenditures were actually more than what was budgeted by $256,000. For Spring 2010, we currently have only reduced the sections by nine, it was hoped that there would have been a reduction of about 100 sections. The change that will be implemented for 2010-11 will be a different approach than the one currently in place. The schedule will not be published until it is what we need to have, with the sections and combinations of courses that the college can afford and are paid for and we need to stick to it. This is going to be a painful process; however, the college can no longer absorb these types of unfunded expenditures.
Dr. Jack Friedlander explained that an unintended consequence occurred this Fall being that faculty was asked to take more students, and they did, we had then had to use a large class formula, which resulted in more expenditures. This semester a cap has been placed on the size of the classes so that these additional expenditures should not occur. Dr. Friedlander reported that they are working on the reduction of classes; staff is reviewing class by class to see where reductions can be implemented and the analysis shows that quite a few classes will now be cut and the head count is going down. Superintendent/President Serban reported that in moving forward there will be a lot more scrutiny of the schedule before it is published. Superintendent/President Serban reported that she has a model that she implemented while in Orange County and they will be using this model to analyze up front how many FTES will be generated and the cost of these FTES and if there needs to be changes made to the schedule before it is printed.

Dr. Alexander noted that she read the email from Scott Lay where he says that all the colleges need to cut programs in favor of offering basic skills. How is SBCC experiencing this? Are we able to enroll students in basic skills who want them or are we closing those classes. Dr. Friedlander reported that basic skills classes are expensive to provide and they also take up a lot of classroom space because they use 5 hours a week and they are smaller in class size. One of the problems that we have system wide is that colleges do not have the capacity to provide basic skills to all of the students who really need those basic skills courses. For Fall, we can accommodate everyone who takes basic skills courses, this Spring the students may not be able to get the classes they need. We are offering what we can with what the state is funding.

The other question asked was how are we doing with cutting classes with enrollments less than 20? Dr. Friedlander reported that low enrolled courses have been cut and the only classes that are being kept for Spring that have less than 20 students are those that students have to have in order to graduate and/or a faculty member needs it to make his/her contractual load and there are few of those.

Vice President Sullivan reviewed with the Board the mid-year budget adjustments for 2009-10. The adjustments that were made resulted in an ending balance of $15,749,852, instead of the original amount of $17,218,657. Superintendent/President Serban reported that this year growth estimates for non-resident enrollments were included in the budget. Next year, growth will not be assumed in the budget, this year growth was budgeted because there was a great debate about not making any further cuts in certain areas and then end up with surplus because we received additional income from international students. In order to avoid any unnecessary cuts it was agreed to actually, for once, allow growth to be built into the budget, unfortunately the growth did not materialize. The way we used to budget in the past was solid and good and it’s the practice that we will return to and not build growth into the budget until we have it.

2.3 2010-11 Governor’s proposed budget and implications for SBCC

Superintendent/President Serban noted that the information provided for this item was self explanatory. There was no discussion on this item.

2.4 Approach to analysis of non-credit courses and calculation of proposed fees

Superintendent/President Serban reported that discussions started last year when sections had to be cut in Continuing Education and the people in the community said that they would be willing to pay for their classes to make sure that no further sections are cut and that those that were cut would be restored for a fee. Leslie Griffin, Ofelia Arellano and staff have spent time putting together an analysis of the non-credit courses and calculation of proposed fees. Dr. Arellano reported that quite a bit of time was spent on this analysis of courses that were offered in 2008-09 beginning with the Fall term. Continuing Ed in 2008-09 offered 2,469 sections, 90% (2,256) were paid for by state apportionment and only 10% (213) were fee based, so a majority
of our courses are at no cost to the students, other than material fees. Dr. Arellano looked at what other community colleges were doing in terms of their fee structure, she looked at similar courses in comparison to classes being offered at Continuing Ed. Dr. Arellano found that fees at Mt. Sac ranged from $4.00 to $18.63 per hour, for example, a beginning guitar class that meets for 8 hours would cost a student $149 plus a $20 material fee. Continuing Ed has a similar class that meets twice the number of hours and there is no fee charged other than a material fee of $5. Dr. Arellano provided a handout that gave information on various similar classes being offered at other colleges and their fees in comparison to what is charged at Continuing Ed. What was discovered is that most of our Continuing Ed classes meet for more hours and there are no fees charged other than a low material fee. It was also noted that Mt. Sac does not pay its faculty any kind of lab rate, they are paid 45% of the total fees collected from the class and that is their fee structure. A comparison of classes was also made with San Diego Community College and fees there range from $2 to $13/hour. They offer a beginning workshop that meets 48 hours and the fee is $216, we offer a similar class, fewer hours and there is no fee charged except for a $10 material fee. City College of San Francisco was another community college that was looked at. An example from that analysis was that a clay workshop for 15 hours is $140 versus our same type of class that is offered for 24 hours with no fee charged.

Ms. Livingston asked if Dr. Arellano found any free classes being provided at any of the three colleges that were used. Dr. Arellano reported that some free classes were provided, but they are offered under specific categories that are funded by the state. Most of the classes are for older adults, and the classes they do offer include the name of the class and the wording “for older adults”, for example Ceramics for Older Adults. The other classes are considered specialized courses and are fee based. The question was asked as to how the colleges determine age of students to say the class is free or note. Dr. Arellano will continue to research this topic.

Leslie Griffin reviewed attachment 4 with the Board. This was a methodology that was put together to identify the cost the college incurs in order to provide the classes to the public and based on the maximum number of enrollments or the actual enrollment. With this information the college can determine what fee to charge. Superintendent/President Serban requested that the Board provide their input with regards to this method being explored as the next step will be that at the next fiscal meeting on February 8 and the study session of February 11 recommendations will be presented to change certain classes to fee based classes in Spring 2010. A consensus needs to be reached at the February study session to be able to meet schedule publication deadlines. Superintendent/President Serban noted that we still want to maintain at least 2,000 FTES apportionment based to maintain our "Center" status. Dr. Arellano noted that an analysis is being conducted on classes as to what recommendations will be made for fee based classes.

Superintendent/President Serban asked for a clarification from the Board as to what they would like to see happen:
- Does the Board want the college to use all of its reserves until there is nothing left?
- Does the Board want staff to come up with something that can be fiscally sustainable over time?

Staff is trying to offer some options that will maintain fiscal responsibility and, at the same time, respond to a composition of options, there will still be 2,000 sections that will be free and about 400 fee based sections. Compared to other districts we are very unusual, it's good that we had the money to offer the free classes; however, now we are at a point where we can no longer sustain all these free classes. If state funding were to ever get better in the future, we can always return to offering free classes if the Board chooses to.

Due to the lack of time the rest of the items on the agenda were deferred to the next meeting.
2.5 Board Policies and Administrative Procedures

2.5.1 BP 4500 Duties of Faculty - General
2.5.2 AP 4501 Educational Support Faculty Job Description
2.5.3 AP 4502 Department Chair Responsibilities
2.5.4 AP 4503 Substitute Faculty Responsibilities
2.5.5 AP 4504 Guidelines for Faculty Service to the College
2.5.6 AP 4505 Office Hours for Adjunct Faculty

2.6 Discussion of proposed items for future agendas of Board meetings (regular meetings, study sessions, or committee meetings)

Ms. Livingston provided a proposed study session agenda item regarding Continuing Ed. This item will be placed on the April agenda for discussion.

Upon motion by Mr. O'Neill, seconded by Mr. Jurkowitz, the Board approved adjourning back to special meeting/study session.

3 CLOSED SESSION

Upon motion by Mr. O'Neill, seconded by Mr. Jurkowitz the Board approved adjourning to closed session.

A. CONVENE TO CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

   a. Significant exposure to litigation pursuant to Section 54956.9(b)(1) of the Government Code. 1 matter

B. RECONVENE TO OPEN SESSION

Upon motion by Mr. O'Neill, seconded by Mr. Villegas, the Board approved reconvening to open session.

Dr. Dobbs reported that the Board gave direction to legal counsel with respect to this item.

4. ADJOURNMENT

Upon motion by Ms. Livingston, seconded by Mr. Jurkowitz, the Board approved adjourning this meeting.

The next Regular Meeting of the Board of Trustees will be held on Thursday, January 28, 2010 at 4:00 p.m. in A211.
January 29, 2010

Dr. Andreea Serban  
Superintendent/President  
Santa Barbara City College  
721 Cliff Drive  
Santa Barbara, CA 93109  

Dear President Serban:

The Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges, at its meeting January 6-8, 2010, reviewed the institutional Self Study Report and the report of the evaluation team which visited Santa Barbara City College Monday, October 19-Thursday, October 22, 2009. The Commission took action to reaffirm accreditation.

The college is commended for an effective program review model that links program review to resource allocation and college planning, for the annual review of the college’s achievement of its goals and objectives as identified in the college plan, for its community services programs, and for creating an environment in which the entire college community is focused on student achievement and learning.

All colleges are required to submit a Midterm Report in the third year after each comprehensive evaluation. Santa Barbara City College should submit the Midterm Report by October 15, 2012. The Midterm Report describes resolution of any team recommendations made for improvement, includes a summary of progress on college-identified plans for improvement as expressed in the Self Study Report, and forecasts where the college expects to be by the time of the next comprehensive evaluation.

The college conducted a comprehensive self study as part of its evaluation. The Commission suggests that the plans for improvement of the institution included in its self study efforts be used to support the continuing improvement of Santa Barbara City College. The next comprehensive evaluation of the college will occur during Fall 2015.

The recommendations contained in the Evaluation Team Report represent the observations of the evaluation team at the time of the visit. The Commission reminds you that while an institution may concur or disagree with any part of the report, the college is expected to use the Evaluation Team Report to improve the educational programs and services of the institution.
Dr. Andreea Serban  
Santa Barbara City College  
January 29, 2010  
Page Two

I have previously sent you a copy of the Evaluation Team Report. Additional copies may now be duplicated. The Commission requires you to give the Evaluation Team Report and this letter dissemination to your college staff and to those who were signatories of your college Self Study Report. This group should include campus leadership and the Board of Trustees. The Commission also requires that the Evaluation Team Report and the Self Study Report be made available to students and the public. Placing copies in the college library can accomplish this. Should you want an electronic copy of the team report, please contact Commission staff.

On behalf of the Commission, I wish to express continuing interest in the institution’s educational quality and students’ success. Professional self-regulation is the most effective means of assuring integrity, effectiveness, and quality.

Sincerely,

Barbara A. Beno, Ph.D.  
President

BAB/1

cc: Mr. Robert Else, Accreditation Liaison Officer  
    Board President, Santa Barbara Community College District  
    Dr. John Nixon, Team Chair
BP 4500  DUTIES OF FACULTY-GENERAL

Reference:  AP 4500  Instructional Faculty Job Description and Responsibilities;
            AP 4501  Educational Support Faculty Job Description and Responsibilities
            AP 4502  Substitute Faculty Responsibilities

The Superintendent/President is directed and authorized to maintain, in collegial consultation with the Academic Senate, as stipulated in Board Policy 2510, current descriptions which outline professional duties and responsibilities for all faculty positions.

Approved by Academic Senate October 6, 1999
Approved by Academic Senate May 1, 2002
Approved by Academic Senate May 14, 2003
Approved by Academic Senate May 13, 2009

Formerly BP 1500 et seq
Adopted: Board of Trustees, October 28, 1999
Revisions approved: Board of Trustees, May 23, 2002
Revisions approved: Board of Trustees, June 26, 2003
AP 4500 Instructional Faculty Job Description and Responsibilities

(Reference: BP 4500 Duties of Faculty – General; BP 4510 Evaluation of Faculty)

POSITION SUMMARY:
The Santa Barbara City College Faculty Member is committed to providing quality instruction and to creating and maintaining an environment which emphasizes teaching and learning and encourages free discussion of ideas, interests and issues, as outlined in the mission statement of the College.

A regular contract faculty position at Santa Barbara City College is a full-time commitment. The faculty member is expected to perform his/her responsibilities as delineated in the faculty job description, the job announcement, and the Notice of Employment. Failure of a faculty member to satisfactorily fulfill these responsibilities will result in administrative action.

The primary duties of faculty members of Santa Barbara City College are those related to curriculum and teaching. The teaching assignment for a full-time faculty member is thirty Teacher Load Units (T.L.U.s) per year divided between lecture and laboratory classes, as determined by the department. In addition, class preparation time, college service, department meetings and office hours are included in the faculty member's responsibilities. Faculty members work with their peers to develop departmental and college-wide policies and make themselves available to advise students in academic and professional matters.

Specifics of the Job Description below may vary according to terms of the current Instructor's Association Negotiated Contract and the specific job description under which the faculty member was hired.

The instructional staff of SBCC is divided into departments and divisions. Each faculty member is supervised by his/her department chairperson and may be responsible for the supervision of classified staff and departmental staff. The Dean of Educational Programs for a division is the administrative supervisor.

Faculty members shall conduct themselves in a manner consistent with the AAUP Statement on Professional Ethics and conform to standards of conduct as stated in federal and state law and Board policy.

INSTRUCTIONAL RESPONSIBILITIES:

1) Demonstrate expertise and competence in academic discipline and/or area of assignment.

2) At the beginning of each semester, prepare and distribute current course syllabi to the students in each class taught. Such syllabi shall be consistent with the CAC-approved course of study outline and should include, as applicable, an outline of course objectives and requirements (exams, assignments, written work, field trips, etc.), grading policy, course content, student learning outcomes,
and any specific rules or expectations of the instructor.

3) Present course content according to a planned schedule and consistent with CAC-approved course outline.

4) Begin and end scheduled classes on time.

5) Instruct and/or supervise students during all class times.

6) If ill, unavoidably detained, or engaged in approved professional, departmental, or college business, make reasonable efforts to ensure continuity of course coverage by arranging for a qualified substitute or by other means.

7) Establish and consistently enforce appropriate classroom rules and procedures.

8) Administer exams or other assessment tools consistent with course objectives.

9) Administer final exams according to the published schedule.

10) Return graded materials, with appropriate feedback, in a timely manner.

11) Maintain accurate records of students' grades.

12) Assess and report Student Learning Outcomes.

13) Maintain currency and depth of knowledge in discipline by participating in professional organizations, conferences, workshops, reading professional journals and engaging in informal discussions with colleagues.

RELATED INSTRUCTIONAL RESPONSIBILITIES:

1) Maintain regular office hours in accordance with Board Policy 1650B and inform students of those hours.

2) Refer students to appropriate College resources for information, counseling, or other educational support as necessary.

3) Submit records of grades, student attendance, textbook orders and other required reports to designated campus officials in a timely manner.

4) Select textbooks and other course materials consistent with the CAC approved Course of Study Outline, and as appropriate, in consultation with the instructor's department, program, or disciplinary colleagues, for each of the classes taught, and regularly update such materials.

5) Participate in the evaluation of existing departmental courses and in the development of new departmental offerings.
6) Participate with department faculty in analysis of Student Learning Outcomes data to identify and implement improvement strategies.

OTHER PROFESSIONAL/ACADEMIC RESPONSIBILITIES

*1) Be available, if given reasonable notice, for departmental, division, committee meetings and other professional tasks during normal working hours Monday through Friday on all contract days and hours, as stated in the annual faculty contract except during assigned class times, office hours, and when performing other official duties.

*2) Attend department and division meetings except during assigned class times, office hours, and when performing other official duties.

*3) Attend Commencement and scheduled college-wide mandatory flex activities.

*4) Participate in required college service, departmental/divisional program reviews and college planning activities, including periodic accreditation.

5) Report illness/absences as outlined in Board procedure.

*6) Participate in evaluation of college personnel, including self in accordance with Board policy.

7) Engage in professional development activities on an on-going basis and seek ways to improve teaching effectiveness.

8) Conform to college policies applicable to job assignment and professional activities

*9) Report to Dean and Department Chair outside employment which would conflict with obligations of SBCC employment, to the extent required by Government Code, Education Code, and District policies.

*These items do not apply to adjunct faculty

Formerly BP 1500 et seq

Approved by Academic Policies (3/10/05, 3/17/05, 3/24/05)
Approved by Academic Senate (7/18/05); revised (2/8/06)
Approved by Board of Trustees (5/25/06)
Approved by Academic Senate (10/01/08)
Approved by Academic Senate (5/13/09)
AP 4501   Educational Support Faculty Job Description and Responsibilities

Reference:  BP 4500 Duties of Faculty – General;
BP 4510 Evaluation of Faculty

POSITION SUMMARY:

The primary duties of educational support faculty members of SBCC are those related to educational support services, which may include counseling/advising, service provision, and teaching. The duties of educational support faculty vary according to the respective departments in which the faculty member is assigned and the specific job description.

A regular contract faculty position at Santa Barbara City College is a full-time commitment. The faculty member is expected to perform his/her responsibilities as delineated in the faculty job description and the job announcement. Failure of a faculty member to satisfactorily fulfill these responsibilities will result in administrative action.

The assignment for a full-time educational support faculty member is the equivalent of thirty Teacher Load Units per year, plus additional days as stated in the employment contract, divided between counseling/advising, teaching, class preparation, program leadership, supervision, service provision and referral, as determined by the department and specific job description. In addition, college service, department meetings and office hours or appointments are included in the full-time faculty member’s responsibilities. Full-time faculty members work with their peers in developing departmental and college-wide policies and make themselves available to advise students in academic and professional matters.

Adjunct Educational Support Faculty is assigned duties and responsibilities similar to their contract colleagues, but more limited in scope.

(NOTE: Specifics of the Job Description below may vary according to terms of the current Instructor’s Association Negotiated Contract and the specific job description under which the faculty member was hired.)

The Educational Support Faculty of SBCC is divided into departments and is organized into one division. Each faculty member is supervised by his/her department chairperson or colleague supervisor or dean, and may be responsible for the supervision of adjunct faculty, classified staff and departmental aides. Respective Deans of Educational Programs are the administrative supervisors of the specific departments in the Educational Support Division.

Faculty members shall conduct themselves in a manner consistent with the AAUP Statement on Professional Ethics [and other ethical guidelines of job-relevant professional organizations as appropriate for the assignment] and conform to standards of conduct as stated in federal and state law and Board policy.

EDUCATIONAL SUPPORT FACULTY RESPONSIBILITIES:

Demonstrate expertise and competence in area of discipline and/or area of assignment and as assigned:

Formerly BP 1500 et seq.
Approved Board of Trustees, May 25, 2006
1. Provide students with services and resources that assist the learning process.

2. Guide students in identifying and clarifying their academic and/or career goals.

3. Develop students' skills that enable them to successfully pursue their academic and career goals.

4. Provide work direction and supervision to paraprofessionals, adjunct faculty, clerical staff and student work aides.

5. Develop and maintain regular and effective collaborative relationships with instructional faculty, administration, other college and university representatives, and community services.

6. Refer students to appropriate off-campus services and to College resources for information, counseling/advising, or other educational support services as necessary.

7. Develop and implement technology-based educational support services.

8. Provide counseling/advising services to students and support to faculty (e.g., Academic Counseling, Career Center, DSPS, EOPS, FRC, Health and Wellness, Library, LRC, Transfer Center).

9. May teach educational support classes to students consistent with the instructional faculty responsibilities.

10. Maintain accurate records for tracking and follow-up purposes as part of counseling/advising duties.

11. Assess and report Student Learning Outcomes.

12. Maintain currency and depth of knowledge in discipline by participating in professional organizations, conferences, workshops, reading professional journals and engaging in informal discussions with colleagues.

RELATED EDUCATIONAL SUPPORT RESPONSIBILITIES:

1) Maintain regular contract hours.

*2) Participate in the evaluation of existing departmental programs and the development of new departmental offerings.

3) Assist in the development and review of departmental information for the College Catalog, Schedule of Classes, departmental brochures and other related publications.

4) Maintain accurate records for tracking and follow-up purposes. Submit records of grades, student attendance, textbook orders and other required reports to designated campus officials in a timely manner.

*5) Participate in the evaluation of existing departmental courses and in the development of new departmental offerings.

Formerly BP 1500 et seq.
Approved Board of Trustees, May 25, 2006
6) Participate with department faculty in analysis of Student Learning Outcomes data to identify and implement improvement strategies.

OTHER PROFESSIONAL/ACADEMIC RESPONSIBILITIES:

*1) Be available, if given reasonable notice, for departmental, division, committee meetings and other professional tasks during normal working hours Monday through Friday on all contract days and hours, as stated in the annual faculty contract, except during assigned class times and office hours and when performing other official duties.

2) Report illness/absences as outlined in District procedure.

*3) Attend department and division meetings except during assigned class times, office hours, and when performing other official duties.

*4) Attend Commencement and scheduled college-wide mandatory flex activities.

*5) Participate in required college service, departmental/divisional program reviews and college planning activities, including periodic accreditation.

*6) Participate in evaluation of college personnel, including self, in accordance with Board policy.

7) Engage in professional development activities on an on-going basis and seek ways to improve teaching, counseling, and services provision.

8) Conform to college policies applicable to job assignment and professional activities.

*9) Report to dean and department chair outside employment that might conflict with obligations of SBCC employment to the extent required by Government Code, Education Code, and District Policies.

*These items do not apply to educational support adjunct faculty.

Approved by Academic Senate 2/8/06
Approved by Academic Senate 10/01/08
Approved by Academic Senate 5/13/09

Formerly BP 1500 et seq.
Approved Board of Trustees, May 25, 2006
AP 4502 DEPARTMENT CHAIR RESPONSIBILITIES

Reference: BP 4500 Duties of Faculty – General; BP 4510 Evaluation of Faculty)

Department Chairs represent a fundamental element of shared governance.

Department Chairs are tenure-track faculty who provide academic and organizational leadership to their respective departments and colleagues. The Department Chair serves as liaison to the Division Dean and the EVP for Educational Programs with regard to academic, curricular, professional, and operational business of the department. The Department Chair is also responsible to the administration for providing oversight of department activities and operations with regard to district policies, priorities, and needs.

Department Chairs are elected by their department tenure-track colleagues and serve at their pleasure, subject to confirmation by the EVP for Educational Programs. Should the EVP for Educational Programs choose not to confirm the election of a faculty member as Department Chair, he/she shall provide the elected faculty member and the department tenure-track faculty with a written statement of the reasons for not confirming the election.

Department Chairs shall be elected in accordance with District Policy.

Responsibilities:

Recruitment and Recommendation of Department Personnel

1. Prepare and submit department requests for new and replacement faculty and classified staff positions.

2. In consultation with HRLA, develop position-specific job descriptions and announcements.

3. Coordinate screening committees for recruiting and interviewing prospective contract faculty and department classified positions.

4. Recommend the appointment of adjunct faculty.

5. Recommend the appointment of short-term hourly staff.

6. Approve the assignment of college work-study students and hourly student workers. Approve submitted timesheets.

7. Evaluate the credentials of each prospective faculty member with respect to
meeting the Minimum Qualification (MQs) or Equivalency requirements to teach the course(s) to which they would be assigned.

8. Complete required HRLA employment forms for new faculty and staff.

9. Provide for departmental orientation of new contract and adjunct faculty as well as new classified and hourly staff.

10. Approve substitute teachers when needed.

Faculty and Staff Evaluations

1. Coordinate the formation of the evaluation committees for probationary and temporary contract faculty; monitor the evaluation process and adherence to the faculty evaluation policies and procedures.

2. Coordinate the evaluation of adjunct instructors.

3. Complete Department Chair Checklist for each faculty evaluation.

4. Evaluate classified staff that report to the Department Chair.

Scheduling and Catalog

1. In consultation with department faculty, identify courses and/or services to be offered and schedule classes or program coverage.

2. In consultation with department faculty, assign faculty to classes. For Educational Support Chairs, coordinate and assign responsibilities. Verify that assigned loads conform to District Policies.

3. In consultation with the Scheduling Office, assign and/or request needed classrooms.

4. Verify accuracy of course information for all classes to be listed in each class schedule.

5. Review galleys for class schedules.

6. Verify accuracy of instructor load reports.

7. In consultation with the division dean, add and/or cancel classes.

8. Work with college Marketing Director to promote department offerings as needed.
9. Review and update catalog copy to verify the accuracy of department information.

10. Report changes in teaching assignments to the Scheduling Office.

Curriculum and Program Development

1. Provide leadership for ongoing curriculum review and updating.

2. In consultation with department faculty and other departments as needed, identify courses and programs to be developed and/or modified.

3. Review and approve proposals to the Curriculum Advisory Committee (CAC) for new programs, courses and/or course or program modifications.

4. Work with college Articulation Officer to review, update, and initiate new articulation agreements.

5. Respond to student requests for curriculum waivers and/or substitutions.

Department Leadership

1. Convene and chair department meetings on a regular basis.

2. Coordinate, communicate, and implement departmental policies and procedures.

3. Represent the department at division and department chair meetings.

4. Serve as the liaison between the department and the division dean.

5. Coordinate the preparation of the department program review:
   - Solicit input from members of the department.
   - Develop, report, and submit to department faculty for approval.
   - Meet with the division dean and Executive Vice President to discuss the department's program review report and identify objectives and resource needs.
   - Report outcomes to department members.

6. Provide oversight and coordination of department activities/initiatives.

7. Encourage faculty compliance with district policies and procedures (e.g. drop rosters, textbook orders, grade reports, etc.)

8. Respond to student, faculty, staff, and community member complaints and/or grievances.

9. As applicable, form and schedule advisory committees:

Formerly BP 1500 et seq.
- Identify members.
- Develop agendas.
- Participate in meetings.
- Produce minutes when required by Education Code to do so.

10. Conduct regularly scheduled Department Chair elections per District Policy 1311.

11. As applicable, work with department members to comply with special accreditation and licensing requirements.

12. Participate in Department Chair training as needed.

**Student and Community Relations**

1. Provide leadership in advising students in the major or program.

2. In consultation with the department faculty, recommend students for departmental scholarships and awards.

3. Coordinate outreach and other public activities with community, as appropriate.

**Budget and Resources**

1. In consultation with the department faculty and staff, identify and prioritize department resource needs and expenditures.

2. Review and act upon all leave requests (including Sabbatical Leave and Study Abroad) and develop a plan for replacements.

3. Submit department resource requests for:
   - New and replacement equipment
   - Technology
   - Repairs
   - Special needs

4. Plan and monitor department budgets with respect to:
   - Supplies
   - Equipment
   - Printing and duplicating
   - Overtime
   - Short-term hourly staff and student worker budgets
   - Auxiliary accounts
   - Travel and conference
Facilities

1. Review and act upon facility use requests submitted through Community Services or received directly.

   Facilitate ongoing maintenance, improvements, and repairs to departmental facilities. Report all other maintenance and improvement needs to area dean.

2. Coordinate use of department facilities.

3. In consultation with the department and dean, develop long range capital outlay projects and maintenance plans.

Academic Senate Approved 3-21-07
AP 4503   SUBSTITUTE FACULTY RESPONSIBILITIES

Reference:  BP 4500 Duties of Faculty-General  
AP 4500 Instructional Faculty Job Description and Responsibilities

The substitute faculty's duty is to teach a class in the absence of the instructor of record. The instructor of record remains responsible for course planning and assessment unless the substitute faculty and the administration, by mutual agreement and in consultation with the department chair, allow the substitute to perform duties beyond classroom teaching.

Approved by Academic Policies 3/10/05, 3/17/05, 3/24/05
Approved by Academic Senate 7/18/05; revised 2/8/06
Approved by Academic Senate 10/01/08

Formerly BP 1500 et seq
Approved Board of Trustees, May 25, 2006
AP 4504 Guidelines for Faculty Service to the College

Reference:  BP 4500 Duties of Faculty – General;  
BP 4510 Evaluation of Faculty

A. Tenure-track and tenured faculty members are required to render college service to the College as part of their regular duties. College service may be completed in a variety of ways as defined in paragraph B, below. Faculty members are automatically exempt from any additional college service beyond their regular duties during the first full year of tenure-track employment and during years that the faculty member is on approved leave. Faculty members may apply for other exemptions under C, below.

B. College service is defined as service in any of the following:
   - Academic Senate Committees
   - College-wide Committees
   - Ad hoc College Committees
   - Officer in the Instructors Association
   - Student Club advising
   - Student Association advising
   - Department Chair (Department Co-Chairs must choose which Co-Chair will qualify under this section, and they may rotate for college service credit on a year to year basis.)
   - Officer in a National or State Organization related to profession or college

C. Faculty members may formally request up to a one-year waiver from college service for personal hardship. Faculty members must submit a written petition to the Academic Policies Committee explaining their very unusual time demands or extreme personal hardship. The Academic Policies Committee will review the request and then approve or disapprove the waiver. The faculty member may appeal the committee’s decision to the Academic Senate, which will then make a final decision to approve or disapprove the waiver.

D. College service is considered a significant professional responsibility. College service will be included as part of the criteria for faculty evaluation.

At the beginning of each academic year, each faculty member obligated to render college service for that year will submit a plan for college service to his/her Academic Senator. The Academic Senator for each division will make an effort to ensure that the division is represented in all Academic Senate committees. Faculty members should consider service on one of the Academic Senate committees their highest priority.

College service, which also qualifies as Faculty Development, must be declared as such at the end of the academic year; the faculty member may not receive credit for both contractual college service and Faculty Development college service.

Approved by Academic Senate October 6, 1999; Board of Trustees October 28, 1999
Approved by Academic Senate May 1, 2002; Board of Trustees May 23, 2002
Approved by Academic Senate May 14, 2003: Board of Trustees June 26, 2003

Formerly BP 1500 et seq
AP 4505 Office Hours for Adjunct Faculty

Reference: **BP 4500 Duties of Faculty – General;**  
**BP 4510 Evaluation of Faculty)**

Registered students are entitled to course-related consultation with their instructors at times beyond required course meetings. This is known as “office hours.” Given that office hours are most beneficial when the instructor and the students meet face to face, instructors should request office space from their department chairs if an appropriate location cannot be found. Department chairs should explore specific ways by which this goal can be achieved.

Adjunct instructional faculty are required to be available to students outside of class, at a time, as well as place or manner, explicitly stated in the course syllabus, and with the approval of the department chair. For fully online classes or when office space is not available, the time and place or manner may include telephone, instant messaging, or other internet activities. The required time for office hours shall be one hour per week for every three TLUs taught, or fraction thereof.

Approved by Academic Senate October 6, 1999; Board of Trustees October 28, 1999  
Approved by Academic Senate May 1, 2002; Board of Trustees May 23, 2002  
Approved by Academic Senate May 14, 2003: Board of Trustees June 26, 2003

Formely BP 1500 et seq
Santa Barbara City College  
Board of Trustees Study Session  
February 11, 2010

Proposal for Continuing Education Fee-based Classes Starting in Spring 2010

Introduction

The funding cuts imposed by the State of California resulted in $4.2 million reductions in
the general fund operating budget in 2008-09, plus an additional $5 million in 2009-10.
These reductions have affected every level of SBCC, including Continuing Education. Of
the amount reduced by the State in 2009-10, $2.6 million is a permanent reduction in the
College’s base funding, which resulted in what is known as the workload reduction
requirement, which means that the College needs to cut its full-time equivalent students
(FTES) by a number equivalent to the $2.6 million cut in our base apportionment
funding.

The rate of reimbursement per FTES from the State is as follows:

- CA resident credit $4,564.83
- Enhanced non-credit $3,232.07
- Non-enhanced non-credit $2,744.96

To achieve the workload reduction, SBCC needs to reduce in 2009-10 377 CA resident
credit FTES and 300 non-enhanced non-credit FTES. As a result, the Continuing
Education Division cancelled approximately 90 classes during fall 2009. Other
instructional changes included reducing the number of weeks for both the winter and
spring 2010 terms.

Continuing Education also responded to these budget reductions by reducing operational
costs that included, but were not limited to, advertising, marketing, outreach, supplies,
travel, professional development and duplicating costs. In addition, the minimum
enrollment for classes was raised from 17 to 20. Other cost saving measures included
combining two former dean positions into one. One of the director positions left vacant
because of retirement was eliminated. Also, as a cost-saving measure, Continuing
Education reduced the number of hourly employees.

SBCC and Continuing Education Administration have heard the valuable feedback from
the community during two fall open community forums. The community has indicated
that rather than canceling courses, they are willing to pay to ensure that these courses are
self-sustaining and can continue to be offered.

Course Fee Analysis-Methodology

During the past few months, staff conducted a thorough analysis of costs related to
courses offered in the Continuing Education Division. Staff analyzed costs related to
approximately 2,469 courses offered during 2008-2009. Two-hundred thirteen (213) courses are currently fee-based while 2,256 are state supported.

The methodology used to calculate fees included:

a) Instructor costs
b) Direct costs related to classroom instruction (instructional aides, facility rental, instructional supplies, utilities, instructional equipment and repairs, etc).
c) Operational costs of the CE Division (CE administrative and support salaries/benefits, supplies, printing, maintenance, utilities and other operational expenses).
d) District operational costs attributable to the CE Division based on FTES. Non-credit FTES was 14% of the total FTES of the District in 2008-2009. The CE portion of District operational costs are allocated over CE courses based on contact hours.

Proposal to Convert Courses to Fee-Based-Phase I
Continuing Education reduced the fall 2009 term by approximately 60 FTES. For winter 2010, the target is to reduce 60 FTES. The total projection, to date, of 120 FTES falls does not meet the 300 FTES overall that should have been reduced in 2009-10. Therefore, we propose converting 81.04 estimated FTES for spring 2010 to fee-based. The spring 2010 recommendation is Phase I as we continue to analyze course offerings to identify an additional 220 FTES for conversion to fee-based for the next fiscal year.

Criteria for converting selected courses to fee-based are as follows:

a) Selected courses are not approved by the Chancellor’s Office (not listed in the Clarion Master Course File) and thus not eligible for state funding
b) Selected courses fail to meet mandated criteria, that is they do not fall in any of the nine categories of courses eligible for state funding
c) Studio courses
d) Workshop courses
e) Intermediate and advanced courses
f) Large lecture venues that are less than six hours

Proposed Fees
Proposed fees to start in spring 2010 for approximately 65 courses range from $4.00 to $190 per student per class. These fees were calculated utilizing the cost methodology previously discussed. The 65 courses represent less than 1% of the total number of non-courses (2,256) supported by the state (free to students).

In comparing these proposed fees to other California community colleges, it is important to note that the fees are reflective of fees charged by other California community colleges for similar non-credit courses (see attachment).
Direct costs are the direct costs of classroom instruction. Direct costs include instructors, instructional aides, related benefits, facility rental, instructional supplies, utilities directly related to class (e.g., gas for kilns), instructional equipment and repairs, etc.

### EXAMPLE of METHODOLOGY

<table>
<thead>
<tr>
<th>Section</th>
<th>Term</th>
<th>Course Name</th>
<th>Class Max</th>
<th>Enrollment</th>
<th>Contact Hours</th>
<th>Direct Costs</th>
<th>CE Operational Costs</th>
<th>District Operational Costs Attributable to CE</th>
<th>Total Costs</th>
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Administrative costs of the CE division are allocated to all CE courses based on contact hours.

CE administrative costs include CE administrative and support salaries & benefits, CE information system management, supplies, printing, maintenance, utilities and other operational expenses of the Schott and Wake Centers.

The amount of District operational expenses attributable to the CE division is based on FTES. Noncredit (CE) FTES is 14% of the total FTES of the District.

The CE portion of District operational expenses is allocated over CE courses based on contact hours.

District operational expenses includes the costs of the President's Office, Board of Trustees, Business Services, Information Technology and Human Resources. Costs associated solely with the Mesa campus are excluded from the 14% portion for CE.
<table>
<thead>
<tr>
<th>Old Course Number</th>
<th>CLASS</th>
<th>LOCATION</th>
<th>CRITERION FOR CONVERTING TO FEE BASED</th>
<th>ESTIMATED FTES</th>
<th>FEE PER STUDENT IF FEES WOULD HAVE BEEN CHARGED IN 2009 (based on max seats)</th>
<th>Adjusted weekly fee</th>
<th>Rounded Adj Fee for 7 week term</th>
<th>Adjusted Fee 7 week term</th>
<th>Spring 2010 7 Week Fee per Student (ROUNDED)</th>
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<td>019006</td>
<td>Edible and Medicinal Plants</td>
<td>Wake</td>
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<td>$33.00 $ 4.13 $ 29.00 $ 28.68 $ 29.00</td>
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## CONTINUING EDUCATION CLASSES TO CONVERT TO FEE BASED-PHASE 1

### Spring 2010

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<tr>
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<th>CLASS</th>
<th>LOCATION</th>
<th>CRITERION FOR CONVERTING TO FEE BASED</th>
<th>ESTIMATED FTES</th>
<th>FEE PER STUDENT IF FEES WOULD HAVE BEEN CHARGED IN 2009 (based on max seats)</th>
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| TOTAL ESTIMATED FTES | 81.88 |

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2/5/2010
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Santa Barbara City College  
Board of Trustees Study Session  
February 11, 2010  

Parent Child Workshops (PCWs) Analysis and Proposed Agreement between SBCC and Each PCW

Since January 2009, we have discussed and analyzed the operations of the PCWs and the relationship between the College and the PCWs. To date, there is no written agreement that clarifies the relationship between the College and the PCWs. A number of issues have arisen over the last four years that have brought to light aspects that need to be clarified or changed in order to comply with legal statutes and regulations from the State Chancellor’s Office.

Brief Background on the PCWs

There are four PCWs:
- San Marcos PCW: this is located in the San Marcos High School facility. Originally, it started as part of the K12 program, with high school students who were enrolled in the Early Childhood Program at the high school using the PCW as a learning lab. This has diminished over time with very few high school students actually participating.
- Lou Grant in Carpinteria: SBCC owns the land and the building in which the PCW takes place. The PCW pays a very small rent, well below the market value, to the College.
- Starr King in Santa Barbara: this PCW is located on the property of the Unitarian Church on Santa Barbara Street. In 2008-09, the PCW developed a 50-year lease with the Church.
- Oaks PCW in Santa Barbara: this PCW owns the building in which they are located.

The evolution of the PCWs as they relate to the College is not entirely clear because there are very few written records that we could find. As noted, there is no written agreement between the college and the PCW.

The PCW are 501(c)3 corporations. The parents whose children attend the PCW are organized in a 501(c)3 corporation, are members of the PCW Board that establishes the rules for running the PCW. The parents are also students in a continuing education class that meets once a week in the evening for two hours to learn parenting skills. During the morning, from 9 am to 12 pm, Monday through Friday, from August to May, the PCWs operate as a mix of child care facility and laboratory. Parents are expected to come at least one morning per week and be part of the activities of the children, play with them, make sure they are supervised, have snack breaks and stay engaged throughout the morning.

All four PCWs started while SBCC was part of the K12 district. Initially, up until sometime in 1970s, the College provided an adjunct continuing education instructor to
provide the instructional component. It appears that sometime in the 1970s (again, there are no clear written records, this information is based on talking with individuals and the only two written documents we could find), the position was transformed from an adjunct non-credit instructor to a 80% tenured faculty. In 2001, the position was turned from 80% to 100% tenured faculty. These four positions, which are called Directors and have many administrative duties besides teaching, at some point, became part of the IA. Although these are non-credit positions, because they became tenured, they were absorbed by the IA because there was no other bargaining unit to which they could belong.

Several things have happened in the last four years:

1. As you recall, Santa Barbara School District (SBSD) has started charging us rent for spaces we use to provide continuing education classes at their schools. During the discussions to establish a MOU to clarify the terms by which we are charged rent and how much, SBSD brought up the San Marcos PCW asking that we pay rent for that space. This was one of the reasons to look into the PCWs. After starting to look into what the PCWs are and how they run, it is has become clear that since the PCW is a separate entity, a 501c3, the College has no responsibility and no obligation to pay rent for that space. However, because we have never developed a MOU with the PCWs and because no one seems to have understood that the status of a 501c3 requires fiscal independence from any other organization, the perception in the community is that the PCWs are part of SBCC and that we own and run these organizations, which is not the case. San Marcos PCW also did some alterations to their play ground that were not ADA compliant at the level that SBSD had established. SBSD came to the College asking that we pay to bring that play ground into compliance. Again, that is not our obligation. This issue is still not resolved and once we understood what the status of the PCW is, we made it clear to SBSD that it is not our responsibility to pay.

2. Parents who participate in the PCWs pay fees that are established and collected by the PCW boards not by the College. The fees are used to pay for some of the operational costs such as facility maintenance and materials for the children. On occasion, some of the parents fall behind paying the fees. Also every so often there are disciplinary problems with parents or children. Because the relationship between the College and the PCW has not been clearly and formally defined, when such problems occurred there has been discussion who should deal with the disciplinary issues: SBCC or the PCW parent boards.

3. As mentioned, the directors are currently full time tenured faculty paid entirely by SBCC. It costs the college about $400,000/year in salary and benefits to pay these four positions. However, non-credit faculty cannot be counted towards the full-time faculty obligation. To have four tenured faculty that the College cannot count, it is a major fiscal responsibility for the College. In fall 2008, the director at Oaks announced her retirement and this has provided an opportunity to work on clarifying these issues.
5. The College collects full-time equivalent student (FTES) for the instruction that takes place at the PCWs. The only hours we are allowed to collect and report for reimbursement are for instruction, either lecture or lab. In talking with the directors, it was indicated that other hours are reported for reimbursement such as the hours the parents spend preparing for the rummage sale they have to raise money every year and for the actual time spent having the rummage sale, among other hours claimed. This is not appropriate as this has nothing to do with teaching parenting skills in an instructional setting. It is important to clarify what is appropriate to collect in terms of FTES and start doing so in Spring 2010.

6. Also in talking with the four directors, it has become clear that other activities they do are not instructional activities. And while these services they provide are certainly commendable, they are not instructional activities. For example, one of the directors indicated that she serves as a personal crisis counselor for parents, she goes to their homes in weekends and in the evenings, and she is pretty much on call for personal discussions with parents. This is what a counseling position would do, not a position whose role is to provide parental skills education in an instructional setting.

7. Because the College collects FTES, the PCWs need to be opened to anyone who can benefit from them. We are an open access community college. Three of the four PCWs have a long waiting list. It is not clear what is the procedure for allowing parents and their children to enter the programs. This needs to be clarified in writing as well and it has to be open access.

8. There is also the issue of insurance. At this point, SBCC is not clearly covered under the liability insurance of the PCWs. Since accidents can always happen, we need to be clear how we are covered in case something happens with a child or a parent.

**Legal Opinion**

We have asked Mary Dowell to provide a legal opinion regarding the PCWs – attached.

**Agreement between SBCC and PCWs**

Also attached a proposed draft of an agreement between SBCC and each of the PCWs. Such an agreement is absolutely necessary moving forward.
VIA E-MAIL TO SERBAN@SBCC.EDU

Dr. Andreea Serban
Superintendent/President
Santa Barbara Community College District
721 Cliff Dr.
Santa Barbara, CA 93109

Re: Parent Child Preschool Issues
Client-Matter: SA410-001

Dear Dr. Serban:

You have asked us to provide you with an analysis of various issues which have arisen regarding the four parent child workshops which are operated by the District as part of the District’s Continuing Education program. We have organized this letter in a series of questions and answers addressing the issues as we understand them.

We note at the outset that the foundations which provide support and fundraising assistance to the parent/child workshops have performed a useful function. It is our objective to assist you to find a way to formalize the relationship between the District and these four foundations so that the workshops can continue to provide parent education to the members of the community. Although the analysis contained in this letter finds that there are some irregularities inherent in the current way in which these programs are offered, we understand that the District and the foundations are interested in assuring that the programs themselves be preserved insofar as possible. We conclude this letter with a suggestion how to do so.

Factual Background

There are four Parent-Child Workshops included in the District’s Continuing Education program. They are known, respectively, as the San Marcos Workshop, the Lou Grant Workshop, the Starr King Workshop and the Oaks Workshop. They have been in existence in one form or another for many years; at least one is reported to have been in operation for 60 years. They have been offered as a component of adult education since the time prior to the separation of the District from the local school district.
The program is described in the Continuing Education Catalog as follows:

A parent education program with a nursery school for 2 ½ to 5 year olds as a laboratory. Parents must observe and participate in the workshops and attend a weekly evening class in child growth and development and parenting skills.

Thus, the workshop students are the parents, not the children. The program is not a Child Development program as authorized for community college curriculum by Education Code Section 8360 et seq., nor is it a component of the California State Preschool Program as provided for in Education Code Section 8235 et seq. It is not a community services class as defined by Education Code Section 78300 et seq.

The courses are taught by academic employees who have apparently been referred to historically as faculty “directors.” The term “director” does not denote a supervisory or management position. The four directors are members of the faculty of the District. At some point in time, an agreement was reached between the District and the Instructor’s Association (IA) to place them on the salary schedule for credit program faculty in the District. Their salary is paid by the District. Since 2001, they have been employed in positions considered to be 100% faculty load positions.

Each of the four programs is now supported in part by an independent, privately-organized nonprofit foundation. These foundations are not auxiliary organizations of the District and no master agreement between any of them and the District has been executed. The bylaws of at least one of the foundations, the Starr King program, describe its purpose as, “to conduct a parent cooperative nursery school workshop sponsored by the Santa Barbara City College Continuing Education Division.” [emphasis added] At least one of the programs, the Lou Grant workshop, rents its facilities from the District itself.

Questions

1. **Is the Parent-Child Workshop a proper class for the District’s Continuing Education Program?**

Yes. A parent-child workshop is a proper class to be included in a community college adult continuing education program.

Education Code Section 8533 defines adult continuing education to include “parent education.” Section 8533 also states that adult education programs can be provided by high school, unified and community college districts by mutual agreement. Education Code Section 78401 grants the governing board of a community college district the power to establish and maintain classes for adults for the purpose of providing “instruction in civic, vocational, literacy, health, homemaking, technical and general education.” Although these sections do not require a community college district to obtain a mutual agreement with a high school district to offer adult education programs (*Orange Unified School District v. Rancho Santiago Community College District* (1997) 62 Cal. Rptr. 2d 778, 54 Cal. 4th 750), we understand that as a practical matter,
the District has always had the consent of the high school district to offer these classes.

2. **What are the requirements for an adult education class in Continuing Education?**

   The requirements for an adult education program are contained in Education Code Section 78401. They include the following: 1) the classes must conform to any course of study and graduation requirement otherwise imposed by law; 2) the classes must be open for admission of any adults who, in the judgment of the governing board, are qualified for admission; 3) the classes must meet standards established by the Board of Governors for receipt of apportionment. “Apportionment” means receipt of state funds. The standards established by the Board of Governors include standards for attendance, curriculum, administration and guidance and counseling.

3. **Is the description of the purpose of the foundations contained in the bylaws correct?**

   No. The description in the bylaws of the Starr King Parent Child Workshop\(^1\) states that the purpose of the corporation is to “conduct” a parent cooperative nursery school workshop “sponsored” by the Santa Barbara City College Continuing Education Division. This is not legally correct.

   The workshops, to be part of the District’s Continuing Education program, must be “conducted” by the District. The District provides the instructor and enrolls the students. It provides the curriculum, administrative support, guidance and counseling. It collects apportionment from the state based on the adult enrollment. It is erroneous and potentially misleading to say that the workshop is “sponsored” by the District. To “sponsor” means “to assume responsibility for another person or a group during a period of instruction, apprenticeship or probation,” or “to finance a project or an event carried out by another.”\(^2\) The District has not assumed responsibility for another entity, nor is it financing a project carried out by another. It is conducting these classes itself.

   The bylaws contain further detail regarding the purposes of the Foundation, and these are equally at odds with the true legal relationship between the District and the Foundation. The bylaws state that the Foundation will

   > [p]rovide a human relations program involving parent participation in the nursery school and attendance at the weekly, evening discussion meeting: the program is designed to help parents acquire an understanding of the needs of preschool children and of ways to enrich family and community relations...Provide the children with a program conducive to the physical, emotional, social, creative and

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\(^1\) We only have the bylaws for the Star King Workshop; we assume for purposes of the discussion here that the bylaws for the San Marcos, Lou Grant and Oaks Workshops are the same.

\(^2\) American Heritage College Dictionary, 3d Ed.
intellectual growth. (Article III, Section 30.01(A) and (B).)

But it is the District, not the Foundation, which provides the instructional program for the workshop. It is the District that develops the curriculum, and calculates the attendance requirements. (Education Code Section 78401).

Even the name of the foundation, "Starr King Parent-Child Workshop" is potentially confusing. The Foundation, by incorporating the words "Parent-Child Workshop" into its own name, suggests that it is offering the workshops itself. It is probable that if the Foundation were an auxiliary organization that required Board of Trustees approval for its articles of incorporation and bylaws, the name would have been more accurate, e.g. "The Foundation for the Starr King Parent-Child Workshop." This would have made it more clear to donors and parents that it is the Foundation that supports the District’s workshop, and not the other way around.

4. May the Workshops impose requirements or conditions for enrollment?

No. The workshops must be open for the admission of any adults in the community served by the District.

The schedule of classes warns prospective students that, "It is recommended that you add your name to the desired list before you child is age-eligible." This warning, in and of itself, is not improper. The classes often have more people seeking to enroll than the facility will hold or than the instructor can properly supervise. Accordingly, a waiting list is permissible.

We are informed, however, that the Foundations have apparently permitted families who were previously enrolled to enroll in preference to new families, and have allowed families to stay in the program through several children despite new families applying to attend. This is not consistent with open enrollment required by the Education Code.

The bylaws of the Starr King Parent-Child Workshop foundation contain requirements for enrollment that also do not comply with the Education Code. For example, Article V, Section 5.01 states in pertinent part:

Qualification for Membership. Any person dedicated to the purposes of this corporation and having a child between the ages of two and one-half and kindergarten age (the "family") shall be eligible for membership on approval of the membership application by the Board and on timely payment of such dues and fees as the Board may fix from time to time. [emphasis added]

Article V, Section 5.03, states in pertinent part:

One parent from every participating family is required to assist with the fundraising and maintenance activities of the Parent-Child Workshop.

These qualifications, payment requirements and fundraising obligations may not be imposed by the District for attendance at a publicly funded class, and by extension they may not
be imposed by the Foundation.

5. **May the Workshops charge parents to enroll?**

No. The only fees that can be charged to any community college students are those specifically permitted by law. Parenting courses as part of a noncredit adult education program are exempt from fees.

The Chancellor's Office has included the following regarding noncredit courses at Section 2.2 of the Student Fees Handbook:

2.2. **Noncredit Courses:** While the law appears to authorize fees for certain noncredit courses, districts actually have very little authority in this area. Education Code section 76385 authorizes governing boards to require students to pay a fee for noncredit courses that are not eligible for state apportionment. Noncredit courses that are eligible for state apportionment are listed in section 84757 of the Education Code. Before charging a fee for a noncredit course that is not eligible for state apportionment, a district should ensure that the fee is not expressly prohibited by section 76380 of the Education Code. **Section 76380 prohibits fees for adults enrolled in English and citizenship for foreigners, a class in an elementary subject, a class designated by the governing board as a class for which high school credit is granted (when the person taking the class does not have a high school diploma), and any class offered pursuant to sections 8531, 8532, 8533, and 8534 of the Education Code.** Because almost all noncredit courses are offered pursuant to one of the above provisions, districts have very little authority to charge fees for noncredit courses. [emphasis added]

As discussed above, parenting classes are authorized by Education Code Section 8533. Thus, parenting classes are among those for which a community college district may not charge any fees at all. This is why the reference to "dues and fees" in the bylaws of the Starr King Foundation are so troubling.

Article VI, Section 6.01 of the bylaws for the Starr King Foundation defines the fees the Foundation believes it can charge, without quantifying the costs. Fees include, "but are not limited to, tuition, enrollment fees, late enrollment fees, insurance fees, snack fees, and late fees and/or penalties." But **none** of these fees are permissible for a community college district to charge students in a continuing education parenting class. Dues and fees required of parents enrolled in the workshop would amount to an improper fee for the course. It is not clear whether these fees are actually being charged. If they are, there could be serious legal ramifications.

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3 The entire Handbook can be found here: 
6. **May the Foundation exclude parents (or children) from the classes?**

No. Decisions regarding exclusion of students must be made by the District after application of the District’s own policies and procedures for student discipline and due process. Article V of the Starr King bylaws, Sections 5.08, 5.09 and 5.10, appear to assume that the Foundation can exclude students who have failed to remain in good standing as members of the corporation. But we do not believe this is a decision that can be delegated by the District. Only the District can remove someone from the class.

7. **Must faculty teaching the workshops meet minimum qualifications?**

Yes. Faculty assigned to teach the parenting classes must meet minimum qualifications set out in Title 5 of the California Code of Regulations, section 53412(i), which requires that a faculty member possess:

> For a noncredit course in parent education, a bachelor's degree in child development, early childhood education, human development, family and consumer studies with a specialization in child development or early childhood education, educational psychology with a specialization in child development, elementary education, psychology, or family life studies; and two years of professional experience in early childhood programs or parenting education.

These minimum qualifications differ from those required for a faculty member in a Child Development/Early Childhood Education credit program, which requires a Master’s degree.

8. **Must the faculty assigned to teach the workshops be included in the faculty unit?**

There is no question that faculty assigned to teach in the continuing education program can be included in the unit of academic employees for which the IA is the certified exclusive representative. This does not mean that they must be included in that unit. That is a matter for the IA and the District to agree upon, or for PERB to determine based on community of interest and other factors prescribed by law.

Since these employees are currently in the unit represented by the IA, they cannot be deleted from the unit unilaterally. The District must reach an agreement with the IA to exclude them, or must ask PERB to modify the unit. Further, as long as they are in the unit any change to their salary, work load, etc. will need to be negotiated with the IA. The District has raised legitimate concerns about whether the salary being paid to the employees is too high, about whether their duties are appropriate, and whether they really need to be assigned a 100% load. All these matters can be changed, but only after negotiation with the IA.
9. **Should the faculty assigned to the workshops serve as “Executive Directors” for the Foundations?**

No. The faculty assigned to the workshops should be teaching the curriculum on file with the District for the courses.\(^4\) There should be a course outline of record, which should specify the scope, objectives, content, instructional methodology, and methods of evaluation, and include the signature of the Chair of the Curriculum Committee and the Chief Instructional Officer. Title 5, § 55002(c)(2).

It is unclear how the assumption arose that the instructor would also serve essentially as an executive director for the supporting Foundations. By 2001, however, this role was sufficiently common for the IA to use it to urge the then Superintendent/President to agree to compensate the faculty assigned to the workshops at 100% of the compensation of a full time faculty member in the credit instruction program of the District. But these services do not inure to the District itself, and should not be paid for with public funds. If the foundations were auxiliary organizations, these services would be charged to the foundations pursuant to the provisions of Title 5.

Title 5, Section 59257(j) requires that a community college district include in its implementing regulations regarding auxiliary organizations to make

> full reimbursement to the district for services performed by district employees under the direction of the auxiliary organization. No more than 50% of the reimbursement by an auxiliary organization may be made in the form of non-monetary benefits that the auxiliary organization provides to a community college district...

This requirement was interpreted by the California Attorney General in Opinion No. 97-1105 issued March 13, 1998. The Attorney General concluded that except in certain circumstances relating to a student body association, an auxiliary organization of a community college district is required to reimburse the district for services district employees perform under the direction or on behalf of the auxiliary organization. The AG also concluded that the Chancellor of the California community colleges does not have the authority to "forgive" an auxiliary organization’s reimbursement payment relating to a community college district’s provision of district employee services without reimbursement.

There is thus a strong public policy against allowing nonprofit entities organized for the benefit of a community college or its programs to receive services by district employees without reimbursement. The foundations here are not even auxiliary organizations. We believe the Chancellor’s office, Attorney General or even a court would be very concerned if the practice of having the faculty perform services for the foundations as their Executive Directors were challenged by a taxpayer.

\(^4\) The District curriculum committee must approve all noncredit courses and programs. Title 5, §55002(c)(1)&(2)
Recommendations

We have considered several ways in which the District and the four Foundations supporting these programs could become better coordinated in their approach. One possibility would be for the Foundations to become auxiliary organizations, subject to the control and direction of the Board of Trustees. A second, perhaps more viable option, is for the District to enter into a contract with each of these independent Foundations that will normalize the program.

Although these are not, strictly speaking, situations where the District has been asked to provide an instructional program within a private entity, such as a police department, there are similarities to both contract education programs and instructional service agreements. Contract education programs are not open to the public because the contracting entity pays the entire cost of the education program and no apportionment is collected. We do not think this model would work here, because the Foundations do not want to pay the District for the cost of instruction; they want the District to be able to continue to collect apportionment.

The Instructional Service Agreement (ISA) model, on the other hand, is a viable possibility. Again, these would not be conventional instructional service agreements, where the contracting entity provides the instructors and shares in the apportionment which the District collects. Here, the District will continue to provide the instructors, and will also collect the entire amount of the apportionment. However, the ISA contract elements serve as a good starting point to develop an agreement between the District and the Foundations. We have included a draft of the Agreement which may serve to begin discussions with the Foundations.

Please do not hesitate to contact me if you wish to have additional questions analyzed or need additional assistance with these issues. Thank you, as always, for the opportunity to be of assistance to you.

Very truly yours,

LIEBERT CASSIDY WHITMORE

Mary L. Dowell

MLD:dlr

Enclosure

cc: Susan Ehrlich (Via E-Mail to EHRLICH@SBCC.EDU)
AGREEMENT BETWEEN
SANTA BARBARA CITY COLLEGE
AND
THE [Lou Grant, San Marcos, Starr-King, or The Oaks] PARENT/CHILD WORKSHOP
FOR OPERATION OF THE
[Insert name from above] PARENT/CHILD WORKSHOP
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THIS AGREEMENT (the "Agreement") is dated and effective [date] ("Effective Date") between the Parent/Child Workshop, a California corporation organized and existing under the laws of the State of California, acting by and through its Board of Trustees (the "Workshop") and Santa Barbara City College, a California community college district and political subdivision of the State of California (the "College"). The Workshop and the College are also referred to collectively as the "Parties" and individually as "Party."

RECITALS

WHEREAS, the College is an accredited, educational institution authorized to conduct, among other programs, non-credit adult education courses and parent education programs; and

WHEREAS, the Workshop sponsors parent education classes in cooperation with the College; and

WHEREAS, the Workshop desires to continue its affiliation with the College in order to have such education courses developed and operated by the College's personnel; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties' signatures, the Parties agree as provided in this Agreement.

AGREEMENT

1. RESPONSIBILITIES OF COLLEGE

   A. The College will offer, at the location specified by the Workshop, mutually agreed upon and approved educational courses to meet the needs of the Workshop.

   B. The College will routinely review the qualifications of the training instructors, referred to as "On-Site Directors" and evaluate the quality of instruction and instructional materials to ensure that they meet the needs of the students and the accreditation requirements of the College.

   C. The College will assist the Workshop in student registration procedures, associated paperwork, and other support services to manage the Workshop's course curriculum.

   D. The College will provide equipment assistance, materials and other support that are routinely provided for students enrolled in a parent-child lecture or laboratory setting approved by the College.
2. RESPONSIBILITIES OF WORKSHOP

A. Except for the assistance discussed in Section 1. C. above, the Workshop will provide support staff, equipment, materials, day-to-day management support, on-site supervision, and other related services necessary to conduct the educational course offered under the Agreement.

B. The Workshop will provide use of its facilities free of charge, for use by the College.

C. The Workshop will ensure that the facilities made available to the College meet all applicable federal, state, and local health regulations and that the facilities are adequate for the College courses offered and the number of children and parents projected to attend.

3. JOINT RESPONSIBILITIES

A. The Workshop and the College shall each work in good faith to implement this Agreement and shall use their best efforts to resolve any disputes informally.

B. The College and the Workshop must mutually work to assure that the courses contemplated by this Agreement are approved by the College’s curriculum committee as meeting Title 5 course standards for non-credit courses and that the College’s Board of Trustees has approved the courses. The Workshop shall provide the College with the course information not less than thirty (30) days prior to the commencement of the course in order to ensure adequate time to meet the necessary course requirements.

C. The Workshop shall coordinate with the College to ensure that all personnel, equipment, and materials used in carrying out the parties’ responsibilities under this Agreement conform to State of California mandated standards governing non-credit instructional programs for community colleges.

D. The College and the Workshop shall document that as to each course, they have determined: 1) the enrollment period; 2) student enrollment fees, if any; 3) the number of class hours sufficient to meet the stated performance objective; 4) how supervision and evaluation of students will occur; and 5) the process for withdrawal of students prior to course or program completion.

E. The College and the Workshop will insure that the College provides ancillary and support services such as counseling and guidance services to the students.
F. The Workshop and the College shall conduct all aspects of this Agreement in accordance with all applicable sections of the California Education Code and Title 5 of the California Code of Regulations, including but not limited to those relating to open enrollment, minimum qualifications of the instructors, student suspension or expulsion, and collection of state funded apportionment.

4 INDEMNITY

A. Indemnification Obligations. The Workshop shall, to the fullest extent permitted by California law, defend, indemnify, and hold harmless the College and the College’s elected and appointed officers, employees, and agents from and against any claims, suits, or liability relating to this Agreement and arising out of any act or omission of, or caused by the Workshop and/or its elected and appointed officers, employees or agents.

B. Notice of Claim. Where the Workshop is required by this Agreement to indemnify, defend, or hold harmless the College with respect to any claim by a third party, the Workshop shall give prompt and reasonably detailed written notice of the circumstances to the College, including, without limitation, the name of the third party and the amount of the third party’s claim. If the amount of the third party’s claim is not yet liquidated or otherwise determinable, the Workshop shall include in the notice to the College a reasonable, good faith estimate of the amount of the third party’s claim. Any delay by the Workshop in giving notice to the College as required by this section shall not relieve the Workshop of the Workshop’s indemnity, defense, and hold harmless obligations, unless the Workshop’s delay in giving notice results in actual prejudice and then only to the extent of the actual prejudice. The Workshop not make any admission or make or accept any offer of settlement or compromise or consent to entry of any judgment (other than a dismissal on the merits with prejudice without costs) or findings of fact without the College’s prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

C. These indemnification, hold harmless and defense obligations shall survive termination of this Agreement for any act, omission, or liability that occurred or is alleged to have occurred during the term but before the termination of the Agreement.

5. INSURANCE REQUIREMENTS OF WORKSHOP

A. The Workshop will obtain all necessary insurance or self-insurance as required herein at the Workshop’s sole cost and expense. The Workshop must maintain the insurance policies in full force and effect throughout the term of this Agreement. Insurance must be provided by an insurer admitted
to do business in the State of California by the California Insurance Commissioner and each insurer must be rated not less than “A:VII” under the current A.M. Best Insurance Rating. Any self insurance must be approved by College prior to the commencement of services.

B. The following insurance policies are to be provided:

1. **Comprehensive or Commercial General Liability Insurance.** This policy shall be written on an “occurrence” basis with limits of not less than $1,000,000 per occurrence. The policy shall provide bodily injury, property damage, personal injury, and advertising injury coverage, as well as products and completed operations, and contractual liability coverage.

2. **Business or Commercial Automobile Liability Insurance.** This policy shall be written on an “occurrence” basis with limits of not less than $1,000,000 per accident. It must cover owned, hired, and non-owned motor vehicles, with a combined single limit for bodily injury and property damage of not less than $1,000,000 as well as provide coverage for uninsured and underinsured motorists.

3. **Professional Liability Insurance.** This policy shall include a limit of not less than $1,000,000 per occurrence and $5,000,000 general aggregate.

4. **Workers’ Compensation.** This policy shall be in the statutorily established amount as set by the State of California.

5. **Employers Liability Insurance.** Employers liability limits shall be not less than $1,000,000 per accident/injury/disease.

6. **Other Insurance.** College may require other insurance as specified.

B. **Proof of Insurance.** Workshop must provide Certificates of Insurance and the endorsements listed above prior to College’s execution of the Agreement and the beginning of work.

C. **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by College and are the responsibility and liability of Workshop.

D. **Endorsements.** The Commercial General Liability and Automobile Liability policies and shall include the College, its elected and appointed officers, employees, agents and volunteers as additional insured(s). The endorsements shall also provide that the insurance is primary and any insurance maintained by the College will be excess and will not contribute with coverage provided by the Workshop.
E. Notice of Cancellation or Coverage Reduction. The policies shall also be endorsed to state that coverage will not be cancelled or reduced by the carrier or Workshop, except after thirty (30) days prior written notice is provided by the carrier to the College by certified mail.

F. Procurement by College. In the event Workshop does not comply with the Insurance Requirements, the College may, at its option, in addition to other remedies it may have, immediately terminate the Agreement, or provide the Insurance coverage. If the College provides the Insurance coverage, the Workshop will reimburse the College for the cost of such Insurance within 10 days of College providing Workshop with an invoice.

6. TERM OF AGREEMENT, EXTENSIONS, AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue in effect until and including __________ ("Term").

B. Either Party may terminate this Agreement at anytime, with, or without cause, upon written notice given to the other Party at least one hundred twenty (120) days prior to the date specified for the termination. In the event of termination, each Party shall fully pay and discharge all obligations, if any, in favor of the other Party accruing prior to the termination date. Each Party shall be released from all obligations or performance, which would otherwise accrue after the termination date. Neither Party shall incur any liability to the other because of the termination.

C. In the event of termination, each Party shall fully pay and assign college credit in favor of the other Party accruing prior to the termination date.

7. WORKSHOP AUTHORITY; DOCUMENTATION REVIEW, AUDIT, AND RETENTION

A. Each Party warrants to the other that it has full authority to administer this Agreement including but not limited to, the rights to terminate, amend, extend, modify, or alter specific terms in accordance with the terms of this Agreement.

B. Each Party is entitled to full access and authority to audit all pertinent records of the other Party concerning this Agreement. Within 48-hours of the receipt of written notice, the Party from whom records are requested shall make those records available to the requesting Party. The Parties agree to cooperate fully to facilitate audits by the other Party.
C. The Parties agree that an audit includes an examination or making an excerpt or transcript from books, records, invoices, materials, payroll, or personnel data related to all matters covered by this Agreement. The Parties agree to maintain books and records in an accessible location and condition for a period of not less than five (5) years after termination of this Agreement.

8. NOTICES

All notices required or permitted to be given under this Agreement shall be deemed duly given and effective if in writing and personally delivered or deposited in the U.S. Mail, postage to be prepaid, sent by a reputable overnight courier service (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed to the following:

College:
President
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109-2394

With copies to:

Office of Instruction
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109-2394

Workshop:
Board of Trustees
Parent/Child Workshop
Street Address
City, CA, Zip Code

A Party may change its designated representative and/or address for the purpose of receiving notices under this Agreement by notifying the other Party of the change in writing and in the manner described in this section.

9. WAIVER

Any failure by a Party to comply with any covenant, term or condition of this Agreement may be waived only in writing by the Party in whose favor the covenant, term or condition of this Agreement runs.
10. APPLICABLE LAW, VENUE, INTERPRETATION

This Agreement shall be interpreted according to the laws of the State of California and the Parties agree that venue for any action concerning or arising out of this Agreement shall be in Santa Barbara County, California. The provisions of this Agreement shall be construed in all cases as a whole, according to their fair meaning, and not strictly for or against either party.

11. SEVERABILITY

If a court of competent jurisdiction holds any term or provision of this Agreement void, illegal, or unenforceable for any reason, this Agreement shall remain in full force and effect and shall be interpreted as though such term or provision was not a part of this Agreement. The remaining provisions shall be construed to preserve the intent and purpose of this Agreement, and the Parties agree to negotiate in good faith to modify any invalidated provisions to preserve each Party’s anticipated benefits.

12. ASSIGNMENT

Neither Party may assign or transfer any or all of either Parties’ rights, burdens, duties, or obligations under this Agreement without the prior written consent of the other Party.

13. EXECUTION BY FACSIMILE OR IN COUNTERPARTS

The Parties may execute this Agreement in counterparts such that their signatures may appear on separate signature pages. A copy, facsimile, or an original of this Agreement, with all the signature pages appended together, shall be deemed a fully executed Agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.

14. NO DISCRIMINATION

The Parties shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. The Parties further understand that harassment of any student or employee of the College with regard to race religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

15. APPROVAL

In accordance with Education Code section 81655, this Agreement is valid and an enforceable obligation of the College only after it has been approved or ratified by the
Board of Trustees of the Santa Barbara City College as evidenced by a motion duly passed and adopted by the Board Trustees.

16. AGREEMENT

This writing and any amendments thereto, constitute the entire Agreement between the Parties. This Agreement may not be altered or modified except by the express written consent of both the Workshop and College. Each party acknowledges there are no other provisions or representations that have not been incorporated into this Agreement. The Workshop acknowledges that changes to any provision of this Agreement may only be made by action of the Board of Trustees of the College.

[Signature page follows.]
IN WITNESS WHEREOF, the Board of Trustees of the Santa Barbara City College has caused the Agreement to be subscribed by its Chairperson and the seal of the Board to be hereto affixed and attested by the Executive Officer thereof, and Workshop has caused the same to be subscribed in its behalf by its duly authorized officer.

Workshop

By

Print Name

Title

Date

APPROVED AS TO FORM:

__________________________________

Santa Barbara City College

By

Print Name

Title

Date

APPROVED AS TO FORM:

___________________________________
<table>
<thead>
<tr>
<th>Degree-Credit</th>
<th>Nondegree Applicable Credit</th>
<th>Noncredit</th>
<th>Community Services</th>
<th>Contract Education</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intent: To prepare students for degree and certificate programs, transfer and employment</td>
<td>Intent: to prepare students to succeed in college-level work.</td>
<td>Intent: To prepare students to achieve academic, career and lifelong learning goals, including preparing to succeed in college level work.</td>
<td>intent: To respond to local community interests.</td>
<td>Intent: To respond to learning needs of the local employers and other public and private institutions.</td>
</tr>
</tbody>
</table>

- Content and objectives are "college level"
- Student evaluation includes extensive use of essay, testing and comparable instructional evaluation techniques
- High critical thinking expectation
- Two hours outside work for each class hour
- Limited repeatability
- Supported by state funds
- Fees

- Content and objectives are preparatory for "college level" work.
- Evaluation of students may include demonstration as well as essay, testing and comparable instructional evaluation techniques
- Critical-thinking skills emphasized in coursework
- Two hours outside work for each class hour.
- Limited to 30 semester units per student.
- Supported by state Funds.
- Fees

- Content limited to nine categories: ESL, Short-term Vocational, Older Adults, Basic Skills, Immigrants, Health and Safety, Disabled, Parenting, Home Economics
- Evaluation of students may include a variety of instructional evaluation techniques
- Critical-thinking skills emphasized
- Outside work for each class hour depends on requirements set in course outline
- Not subject to repeatability limits
- Supported by state funds
- No fees

- Content and objectives are locally defined.
- Not subject to Chancellor's Office approval.
- Student selects course to attend
- Designed to meet local students' needs and interests.
- Not supported by state funds.
- Fees (By class)

- Content and objectives are defined to meet customer/employer's needs.
- Not subject to Chancellor's Office approval.
- Can be offered in any instructional mode or as training or services
- Customer selects students to attend when admission is closed.
- Not supported by state funds when admission is closed. Contract must meet all costs incurred.
- Fees determined by contract and type of course (e.g., open or closed)

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1 This document is based upon the work of Nancy Glock and Lyn Miller as part of the May 12, 1994, Report to the California Community College Board of Governor's, A Curriculum for All Students. The concepts were initially published as Chancellor's Office 330-OH/CCM (3/894). Revised Draft, Alignment Noncredit Project – Morrison Forbes

Curriculum For All Students_8
<table>
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<tr>
<td>55805.5 Content and objectives of course fall into one of the categories (a-e) of this Section of Title 5</td>
<td>55002(a) Recommended by curriculum committee. Approved by local Board.</td>
<td>84711(a)(1-9) Education Code. Content and objectives of non-credit courses must fall in one of nine categories.</td>
<td>5502(d)(2) Designed for physical, mental, moral, economic, or civic development.</td>
<td>78020(a) Education Code. College district contracts with a public or private entity for the purposes of providing instruction or services or both by the community college.</td>
</tr>
<tr>
<td>55002(a)(3) Course Outline of Record. Scope, units, objectives, content, types/examples of: reading and writing assignments, homework, methods of teaching and evaluating.</td>
<td>55002(b) Recommended by curriculum committee. Approved by local Board. Needed by eligible students.</td>
<td>55002(c) Recommended by curriculum. Approved by Board. Needed by enrollees.</td>
<td>55002(d)(1) Approval by local Board.</td>
<td>78021 (a) Approval by local Board to provide via a contract instruction or services or both to specific customer</td>
</tr>
<tr>
<td>55002 (a)(4) Conduct of Courses. All Sections taught by a qualified instructor in accord with above outline.</td>
<td>55002(b)(3) Course Outline of Record. Scope, units, objectives, content, types/examples of: reading and writing assignments, homework, methods of teaching and evaluating.</td>
<td>55002(c)(2) Course Outline of Record. Scope, objectives, content, methods of instruction, and methods for determining whether stated objectives have been met.</td>
<td>55002(d)(4) Conducted in accordance with a predetermined strategy or plan.</td>
<td>78021(a) Community College can provide specific education and training to meet educational needs of contracting entity.</td>
</tr>
<tr>
<td>55002 (a)(5) Limits repeated enrollment.</td>
<td>55002(b)(4) Conduct of Course. All sections taught by a qualified instructor in accord with above outline.</td>
<td>55002(c)(3) Conduct of Course. All sections taught by a qualified instructor in accord with the above outline.</td>
<td>55002(d)(5) Open to all community members.</td>
<td>78021(c) Open to students covered in agreement. May not be counted towards FTES unless all statutory requirements are met.</td>
</tr>
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| 55002(a)(2) Standards for Approval. A. Grading policy. Student performance is evaluated by essay unless problem solving or skill demonstration is deemed more appropriate by curriculum committee. A formal grade is assigned. | 55002(b)(1) Types of courses. Precolligate basic skills, other courses designed to enable students to succeed in degree credit courses, precolligate occupational preparation courses, and other occupational courses as defined. | 55002(e)(1) Standards of Approval. Treatment of subject matter, use of resource materials, attendance, and achievement standards approved by curriculum committee as appropriate for enrolled students. | 55003(d)(3) Provides subject matter content, resource materials, and teaching methods which the local Board deems appropriate for the enrollees. | 78020(b) Can contract to provide instruction in all curricular modes. "Credit" refers to any class offered for community college credit, regardless of whether the class generates apportionment. "Noncredit" refers to courses that meet the criteria for apportionment pursuant to Section 84711. |}

A. Units. Carnegie Units: 3 hours work per semester or quarter week per unit including lectures, labs and homework.

C. Intensity. Scope and intensity of work require independent study outside class.

D. Entrance Requirements. Where deemed appropriate by curriculum committee.

E. Basic Skills Requirement. Courses for which communication or (communication or computation) skills are necessary for success shall require eligibility for enrollment in degree credit courses in English or math consistent with Section 55104.

F-G) Difficulty/Level. Requires critical thinking, ability to apply "college level" concepts, vocabulary and learning skills as determined by curriculum committee.
I. Standards for noncredit courses. Courses can only be offered as noncredit courses if they meet the standards of California Code of Regulations, title 5, section 55002(c) and have been properly approved as follows:

A. The college and/or district curriculum committee must recommend the courses and the district governing board must approve them.

(Rationale) This requirement is quite straightforward. Every noncredit course that is offered should have background documentation that demonstrates that the curriculum committee recommended the course and the governing board approved it. Governing boards may approve individual courses, approve courses by adopting a college catalog that describes the courses, or take some other action to ensure that the educational programs of a district have the consent of the board.

Course materials should be updated as appropriate. In recommending a course, the curriculum committee is required to assess the need for the course and prescribe its content. Both need and content can change over time. Accordingly, some means for ongoing review of courses is needed. One minimum condition on the receipt of state aid is that districts adopt policies for the establishment, modification, or discontinuance of courses or programs. (Cal. Code Regs., tit. 5, § 51022(a).) We interpret this provision to require districts to periodically undertake meaningful reviews of their course offerings.

In this regard, the State Controller questioned the legitimacy of a noncredit computer course that was established nearly 20 years ago and not updated.

B. The curriculum committee recommendation must address the subject matter to be taught, use of resource materials, teaching methods, and student attendance and achievement.

C. Each noncredit course must have a course outline of record that states the course scope, objectives, content, and instructional methodology for evaluating whether students have met the course objectives.

D. A qualified instructor must teach the course in accordance with the stated objectives and other specifications defined in the course outline of record.

E. The course must be approved by the State Chancellor’s Office in addition to being approved by the curriculum committee and district board. Colleges can download the application form (Form CCC-456) from www.cccco.edu under the Academic Affairs and Educational Services Division, Noncredit (Adult Education) Title 5, §§ 55002(c)(1), 55150, and
### Standards For Claiming Apportionment

<table>
<thead>
<tr>
<th>II. Standards for claiming apportionment in noncredit courses. If the above standards for offering a noncredit course are met, attendance in the course may be claimed for apportionment if all the following additional apportionment requirements are satisfied. (Cal. Code Regs., tit. 5, §§ 58050(a)(2), 58160.)</th>
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<tbody>
<tr>
<td>A. The content of the noncredit courses must be eligible for apportionment.</td>
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</table>

Student attendance in noncredit courses in dancing or recreational physical education is NOT eligible for apportionment. (Cal. Code Regs., tit. 5, § 58130.)

Student attendance in noncredit courses in statutorily defined areas is eligible for apportionment. (Ed. Code, § 84757.) These allowable funding areas are:

- a) Parenting, including parent cooperative preschools, classes in child growth and development and parent-child relationships.
- b) Elementary and secondary basic skills and other courses and classes such as remedial academic courses or classes in reading, mathematics, and language arts.
- c) English as a second language.
- d) Classes for immigrants eligible for educational services in citizenship, English as a second language, and work force preparation classes in the basic skills of speaking, listening, reading, writing, mathematics, decision-making and problem solving skills, and other classes required for preparation to participate in job-specific technical training.
- e) Educational programs for persons with substantial disabilities.
- f) Short-term vocational programs with high employment potential.
- g) Education programs for older adults.
- h) Education programs for home economics.
- i) Health and safety education.

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<tr>
<th>Standards For Noncredit Courses</th>
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<tr>
<td>B. The course must meet the standards for noncredit courses discussed above and be approved by the State Chancellor's Office.</td>
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<tr>
<td>C. The course must be open to all admitted students. Education Code section 78401(c) provides that, &quot;Classes for adults shall be open for the admission of adults and of any minors who, in the judgment of the governing board, may be qualified for admission thereto.&quot;</td>
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<tr>
<th>Course Description In College Catalog And Class Schedule</th>
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<tr>
<td>D. A clear description of the course must be published in the general catalog and/or addenda to the catalog AND in the college’s schedule of classes.</td>
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</table>
(Rationale) If a course was established too late to be included in the general catalog, it should be included in any addenda to the catalog and added to the next general catalog. Suitable course descriptions must be included in these public documents as a means of ensuring that courses are open. If the existence of a course is not advertised broadly, it is only available to those students who happen to find out about it and may not be considered an open course.

Districts may not limit their course advertising to "specialized clientele" or give advance notice to individuals or groups so that they receive an advantage over the general public in enrolling. (Cal. Code Regs., tit. 5, §58104.)

A catalog or class schedule entry about a course or program that merely refers students to department representatives is not sufficient to meet the requirements of these sections. Students should not be required to meet individually with district representatives in order to obtain basic course information.

Rules For Claiming Attendance

E. Attendance may only be counted for students who are engaged in educational activities required by the course.

(Rationale) Apportionment is not available where, for the most part, students are just using district equipment or facilities; actual instruction must occur.

With respect to the requirement for actual instruction, there is no authority to offer noncredit courses as independent study except via distance education. (Cal. Code Regs., tit. 5, § 55316.5.) Nor may a district claim apportionment for work experience education in the noncredit mode. (Cal. Code Regs., tit. 5, 58009.5.)

The State Controller stressed the need for mechanisms to monitor or track students' computer usage time to ensure that student hours that were reported for apportionment reflected approved course work and not personal activities. The Controller criticized apportionment claims for periods where computers were left on and unattended after actual student use had ended as well as time when students were pursuing personal activities on computers.

Where students need to use district computers or other equipment for their course work, districts should develop ways to ensure that hours reported for apportionment are limited to approved course work.

This requirement also means that students must knowingly register for a class. If a student does not know he/she is enrolled in a class, the instructional activities are called into question. In the matter reviewed by the State Controller, student hours were automatically recorded when students logged on to computers, regardless of whether students had knowingly enrolled in the noncredit course.
Districts must be prepared to provide documents that reflect each student's intent to enroll in the noncredit course, such as a registration form.

F. Actual student contact hours must be recorded.

(Rationale) For each class session, the actual attendance of each student whose attendance will be reported must be determined. It is not sufficient for instructors to estimate numbers of hours of student attendance. Thus, if a course is scheduled to meet for four hours and several students leave after two hours, the student attendance reports should reflect that those students did not attend the full number of hours. If a class session is cancelled (and not made up), no student attendance may be reported for that session. The need for a determination of hours of attendance also pertains to noncredit courses offered through distance education such that "hours of instruction or programming received shall be independently verified by the instructor" within a formula for establishing FTES. (Cal. Code Regs., tit. 5, § 58003.1(f)(2).)

Although there is no nonresident tuition for noncredit courses, districts should make residency determinations for all students, even if they attend only noncredit courses. Nonresident students attending noncredit courses may be claimed for apportionment purposes only if "they are living in California during the period of attendance and are otherwise eligible for such purposes as provided in this chapter." (Cal. Code Regs., tit. 5, § 58007.)

Backup documents verifying student attendance are disposable records "basic to an audit." As such they must be retained at least until three years after the July 1 that follows their creation. (Cal. Code Regs., tit. 5 §§ 59025, 59026.)

Questions may arise if the only attendance record available is a roster of student names along with the total number of hours that would constitute full attendance; it is unusual for every student to attend every hour of every class. If district records reflect a pattern of such "summary" information suggesting perfect attendance by all students at all times without any backup documentation, attendance accounting practices should be reviewed.

Where an open entry/open exit course provides supplemental learning assistance pursuant to section 58172, which supports another course or courses, the course outline of record for the open entry/open exit course must identify the other course or courses that it supports and the specific learning objectives to be addressed and the educational competencies students are to achieve. (Cal. Code Regs., tit. 5, § 58164(c)).

The maximum number of hours a student may be enrolled in an open entry/open exit course shall be determined by the curriculum committee established pursuant to section 55002 based on the maximum time reasonably needed to achieve the educational objectives of the course. (Cal. Code Regs., tit. 5, § 58164(e)).
Districts should have adequate controls in place to be sure that they are reporting actual attendance, that they are not allowing students to exceed the number of hours called for by the course, and to be certain that they do not claim excess hours for apportionment.

Class roll call records or sign-in sheets for each class period are considered appropriate means of verifying student attendance.

G. "All sections of the course are to be taught by a qualified instructor in accordance with the set of objectives and other specifications defined in the course outline of record." (Cal. Code Regs., tit. 5, § 55002(c)(3), and see §§ 58051(a)(1), 58056(a), 58058, and 58060.)

(Rationale) The minimum qualifications for teaching noncredit courses are generally the same as for credit instruction, although some differences may apply. (Cal. Code Regs., tit. 5, § 53412.)

The State Controller criticized the conduct of a noncredit course in computer technology in part because student hours of computer use were reported for apportionment when no person provided instruction or evaluated the students. Additionally, the person who was named as the instructor of the course was not qualified to teach in that area.

H. The instructor must be able to demonstrate that he/she adhered to the requirements of the course outline of record. For example, an instructor must be prepared to demonstrate that students were evaluated as required by the course outline, even though noncredit courses are not graded courses.

I. The instructor must be able, in terms of physical proximity and range of communication, to provide immediate supervision and control.

(Rationale) The purpose of the immediate supervision and control requirement is two-fold: (1) to ensure that students are achieving the student-learning outcomes identified in the course outline and (2) to ensure the health and safety of students. (Cal. Code Regs., tit. 5, §§ 58052, 58056(a)(1) and (2).)

The term "immediate supervision" has been specifically defined for health sciences education programs and for educational programs sponsored by the California Firefighter Joint Apprenticeship Program. (Cal. Code Regs., tit. 5, § 58055(b).)

Board of Governors' regulations recognize that the parameters of "immediate supervision" may vary depending on the course and instructional methods used. (Cal. Code Regs., tit. 5, § 58056(a)(3).) In assessing whether a qualified instructor has exercised immediate supervision and control, districts should ensure that both the above-stated purposes of the requirement are met.
**Instructor Duties**

J. The instructor cannot have any other assigned duty during the instructional activity. (Cal. Code Regs., tit. 5, §58056(a)(3).)

(Rationale) This requirement complements the requirement that the instructor provide immediate supervision and control. The instructor would presumably be unable to maintain supervision and control if he/she has other assignments that conflict with the instructional requirements of the course.

**Instructional Service Agreements**

K. If a noncredit course is offered through an Instructional Service Agreement (ISA), additional requirements apply if student attendance is reported for apportionment.

(Rationale) If an employee of the entity with whom a district contracts is the instructor of a district course, apportionment eligibility requires districts to have contracts both with the contracting entity and with the contractor’s employee who is providing the instruction. Both contracts are required as a condition to claiming apportionment, and specific provisions must be included in the contracts.

In addition, a district may not claim apportionment for a noncredit course offered pursuant to an ISA if the other entity with which the district is contracting has received full compensation for the direct education costs of the course. This is true whether or not the district receives any funding from the other entity under the ISA. Therefore, if a course is offered pursuant to an ISA and apportionment is to be claimed, the district must require the entity with which it has contracted to provide a certification that it did not receive full compensation for the costs of the course. (Cal. Code Regs., tit. 5, §§ 58051.5(a)(2) and 58051.5(b).)


**Instructional Aides And Assistants**

L. Districts may claim apportionment for instruction that occurs using the services of instructional assistants or aides if applicable requirements are met.

(Rationale) The main thing to keep in mind is that instructional aides are employed to assist classroom instructors and other academic employees; instructional aides cannot be hired in lieu of academic employees. Thus, instructional aides cannot be assigned a class and cannot be considered academic employees for apportionment purposes. Rather, if certain requirements are met, the attendance of students working under instructional aides can be claimed for apportionment.

Instructional aides may exercise immediate supervision and control over students only if they are under the “exclusive direction” of the instructor who is assigned to the educational activity. The instructional aide cannot function independently of the authorized academic employee. (Cal. Code Ed. Code, § 88242)
A Guide to California Community College Noncredit Instruction
Quick Legal Reference Chart on Noncredit Standards and Apportionment

Compensation From Other Sources

If a course would normally be limited in enrollment to a specific number of students, instructional aides cannot be used to increase that number. (Cal. Code Regs., tit. 5, § 58056(c).) The instructional aides must be hired by the governing board as such. (Ed. Code, § 88242.) “Informal” assignments of classified staff as instructional aides do not satisfy the apportionment requirements. Regrouping of students under instructional aides cannot be considered a class for apportionment purposes. To the extent that districts count the services of instructional assistants or aides in claiming apportionment, the assistants or aides should not have other assigned duties during the instructional activity.

Student Fees in Noncredit

M. Districts may not claim apportionment for noncredit courses if they receive full compensation for direct education costs from another source. (Cal. Code Regs., tit. 5, §§ 58050(a)(4), 58051.5(a)(1).)

N. Students may only be charged such fees as are expressly authorized by law. (Cal. Code Regs., tit. 5, § 51012.) Education Code section 76380 generally prohibits mandatory fees for enrollment in noncredit courses. Of course, the standard per unit enrollment fee for credit courses does not apply to noncredit courses. (Ed. Code, § 76300(e)(1).) If properly established, instructional materials fees may be charged. (Cal. Code Regs., tit. 5, § 59400(a).) For a fuller review of the scope of allowable student fees, please consult the Student Fee Handbook, available at: http://www.cccco.edu/division/legal/studentfeehandbook_files/studentfeehandbook.htm or http://www.cccco.edu/division/legal/studentfeehandbook_files/StudentFeeHandbook.pdf

Tutoring And Learning Assistance

III. Tutorial and Learning Assistance Activities. In addition to the nine categories described in II.A. above, colleges may claim apportionment for supervised tutoring and for learning assistance under noncredit. Tutoring activities in noncredit courses are eligible for apportionment ONLY if they meet specific standards in addition to those described in Section II.

A. With respect to course content, students must be enrolled in a noncredit course that is approved by the State Chancellor’s Office and properly designated “supervised tutoring.”

B. Students must be assigned to the tutoring course by a counselor or instructor based on an identified learning need. (Cal. Code Regs., tit. 5, § 58170(e).)

(Rationale) This means that students cannot voluntarily enroll in tutoring. While title 5 does not specify how students are to be “assigned,” districts should document how the student was referred, why, and by whom. This process should ensure that the student knowingly registers in the class.

1. The tutoring must be conducted through a designated learning center. (Cal. Code Regs., tit. 5, § 58170(a).)

2. The designated learning center must be supervised by a person meeting minimum qualifications prescribed in title 5, section 53415. (Cal. Code Regs., tit. 5, § 58170(b).)
3. Tutoring is provided by a student tutor who has been successful in a particular subject or discipline, or who has demonstrated a particular skill, AND who has successfully completed a course in tutoring practices and methods; including the use of appropriate written and mediated instructional materials, AND who has been approved by a faculty member from the discipline in which tutoring will be provided. (Cal. Code Regs., tit. 5, §§ 58168, 58170(c).) Waivers of the training in tutoring methods may be granted by the chief instructional or student services officer based on advanced degrees or equivalent training. Faculty approval cannot be waived.

<table>
<thead>
<tr>
<th>Tutor Involvement</th>
<th>C. Tutors must be actively involved in the tutoring process. Even though students may be using computer-aided instruction, there must be some level of instructor or student tutor intervention by an individual qualified under the provisions of title 5.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tutoring And Categorical Funds</td>
<td>D. Apportionment cannot be claimed for tutoring services for which state categorical funds are being paid. Title 5, § 58170(h)</td>
</tr>
<tr>
<td>Tutoring And Distance Education</td>
<td>E. The Chancellor’s Office has concluded that apportionment is not available for individual tutoring conducted at a distance. (Legal Opinion E 01-36.) Section 58170 of title 5 specifically requires that individual tutoring be conducted “through a designated learning center.” We do not think that requirement can be met through Internet options, and the distance education regulations do not presently authorize this option. Title 5, § 58170</td>
</tr>
<tr>
<td>Supplemental Learning Assistance</td>
<td>F. Supplemental learning assistance may also be provided in a noncredit course. However, this must not be confused with individual student tutoring. Attendance for supplemental learning assistance when offered as part of a course may only be reported for state apportionment when either: (a) the learning assistance is a required component of another course, for all students in that course, or (b) the learning assistance is optional and is provided through an open entry/open exit course conducted pursuant to subdivision (c) of section 58164, which is intended to strengthen student skills and reinforce student mastery of concepts taught in another course or courses. Title 5, § 58172, §58164</td>
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2. The Chancellor’s Office will approve noncredit courses for older adults or courses for persons with disabilities which incorporate dance or recreational activities as a component of the course. Dancing or recreational physical education activities may be taught in other types of noncredit courses, but student participation in such activities may not be claimed for apportionment.

3. If a district has established additional qualifications for service that go beyond the state-required minimum qualifications, it should also ensure that all instructors meet those qualifications.
AGREEMENT BETWEEN
SANTA BARBARA CITY COLLEGE
AND
THE [Lou Grant, San Marcos, Starr-King, or The Oaks] PARENT/CHILD WORKSHOP
FOR OPERATION OF THE
[Insert name from above] PARENT/CHILD WORKSHOP
THIS AGREEMENT (the “Agreement”) is dated and effective [date] (“Effective Date”) between the Parent/Child Workshop, a California corporation organized and existing under the laws of the State of California, acting by and through its Board of Trustees (the “Workshop”) and Santa Barbara City College, a California community college district and political subdivision of the State of California (the “College”). The Workshop and the College are also referred to collectively as the “Parties” and individually as “Party.”

RECITALS

WHEREAS, the College is an accredited, educational institution authorized to conduct, among other programs, non-credit adult education courses and parent education programs; and

WHEREAS, the Workshop sponsors parent education classes in cooperation with the College; and

WHEREAS, the Workshop desires to continue its affiliation with the College in order to have such education courses developed and operated by the College’s personnel; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties’ signatures, the Parties agree as provided in this Agreement.

AGREEMENT

1. RESPONSIBILITIES OF COLLEGE

   A. The College will offer, at the location specified by the Workshop, mutually agreed upon and approved educational courses to meet the needs of the Workshop.

   B. The College will routinely review the qualifications of the training instructors, referred to as “On-Site Directors” and evaluate the quality of instruction and instructional materials to ensure that they meet the needs of the students and the accreditation requirements of the College.

   C. The College will assist the Workshop in student registration procedures, associated paperwork, and other support services to manage the Workshop’s course curriculum.

   D. The College will provide equipment assistance, materials and other support that are provided for students enrolled in a parent-child lecture or laboratory setting approved by the College.
2. RESPONSIBILITIES OF WORKSHOP

A. Except for the assistance discussed in Section 1 above, the Workshop will provide support staff, equipment, materials, day-to-day management support, on-site supervision, and other related services necessary to conduct the educational course offered under the Agreement.

B. The Workshop will provide use of its facilities free of charge, for use by the College.

C. The Workshop will ensure that the facilities made available to the College meet all applicable federal, state, and local health regulations and that the facilities are adequate for the College courses offered and the number of children and parents projected to attend.

3. JOINT RESPONSIBILITIES

A. The Workshop and the College shall each work in good faith to implement this Agreement and shall use their best efforts to resolve any disputes informally.

B. The College and the Workshop must mutually work to assure that the courses contemplated by this Agreement are approved by the College’s curriculum committee as meeting Title 5 course standards for non-credit courses and that the College’s Board of Trustees has approved the courses. The Workshop shall provide the College with the course information not less than thirty (30) days prior to the commencement of the course in order to ensure adequate time to meet the necessary course requirements.

C. The Workshop shall coordinate with the College to ensure that all personnel, equipment, and materials used in carrying out the parties’ responsibilities under this Agreement conform to State of California mandated standards governing non-credit instructional programs for community colleges.

D. The College and the Workshop shall document that as to each course, they have determined: 1) the enrollment period; 2) student enrollment fees, if any; 3) the number of class hours sufficient to meet the stated performance objective; 4) how supervision and evaluation of students will occur; and 5) the process for withdrawal of students prior to course or program completion.

E. The College and the Workshop will insure that the College provides ancillary and support services such as counseling and guidance services to the students.
F. The Workshop and the College shall conduct all aspects of this Agreement in accordance with all applicable sections of the California Education Code and Title 5 of the California Code of Regulations, including but not limited to those relating to open enrollment, minimum qualifications of the instructors, student suspension or expulsion, and collection of state funded apportionment.

4 INDEMNITY

A. Indemnification Obligations. The Workshop shall, to the fullest extent permitted by California law, defend, indemnify, and hold harmless the College and the College’s elected and appointed officers, employees, and agents from and against any claims, suits, or liability relating to this Agreement and arising out of any act or omission of, or caused by the Workshop and/or its elected and appointed officers, employees or agents.

B. Notice of Claim. Where the Workshop is required by this Agreement to indemnify, defend, or hold harmless the College with respect to any claim by a third party, the Workshop shall give prompt and reasonably detailed written notice of the circumstances to the College, including, without limitation, the name of the third party and the amount of the third party’s claim. If the amount of the third party’s claim is not yet liquidated or otherwise determinable, the Workshop shall include in the notice to the College a reasonable, good faith estimate of the amount of the third party’s claim. Any delay by the Workshop in giving notice to the College as required by this section shall not relieve the Workshop of the Workshop’s indemnity, defense, and hold harmless obligations, unless the Workshop’s delay in giving notice results in actual prejudice and then only to the extent of the actual prejudice. The Workshop not make any admission or make or accept any offer of settlement or compromise or consent to entry of any judgment (other than a dismissal on the merits with prejudice without costs) or findings of fact without the College’s prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

C. These indemnification, hold harmless and defense obligations shall survive termination of this Agreement for any act, omission, or liability that occurred or is alleged to have occurred during the term but before the termination of the Agreement.

5. INSURANCE REQUIREMENTS OF WORKSHOP

A. The Workshop will obtain all necessary insurance or self-insurance as required herein at the Workshop’s sole cost and expense. The Workshop must maintain the insurance policies in full force and effect throughout the term of this Agreement. Insurance must be provided by an insurer admitted
to do business in the State of California by the California Insurance Commissioner and each insurer must be rated not less than “A:VII” under the current A.M. Best Insurance Rating. Any self insurance must be approved by College prior to the commencement of services.

B. The following insurance policies are to be provided:

1. **Comprehensive or Commercial General Liability Insurance.** This policy shall be written on an “occurrence” basis with limits of not less than $1,000,000 per occurrence. The policy shall provide bodily injury, property damage, personal injury, and advertising injury coverage, as well as products and completed operations, and contractual liability coverage.

2. **Business or Commercial Automobile Liability Insurance.** This policy shall be written on an “occurrence” basis with limits of not less than $1,000,000 per accident. It must cover owned, hired, and non-owned motor vehicles, with a combined single limit for bodily injury and property damage of not less than $________ as well as provide coverage for uninsured and underinsured motorists.

3. **Professional Liability Insurance.** This policy shall include a limit of not less than $____ per occurrence and $____ general aggregate.

4. **Workers’ Compensation.** This policy shall be in the statutorily established amount as set by the State of California.

5. **Employers Liability Insurance.** Employers liability limits shall be not less than $1,000,000 per accident/injury/disease.

6. **Other Insurance.** College may require other insurance as specified.

B. **Proof of Insurance.** Workshop must provide Certificates of Insurance and the endorsements listed above prior to College’s execution of the Agreement and the beginning of work.

C. **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by College and are the responsibility and liability of Workshop.

D. **Endorsements.** The Commercial General Liability and Automobile Liability policies and shall include the College, its elected and appointed officers, employees, agents and volunteers as additional insured(s). The endorsements shall also provide that the insurance is primary and any insurance maintained by the College will be excess and will not contribute with coverage provided by the Workshop.
E. **Notice of Cancellation or Coverage Reduction.** The policies shall also be endorsed to state that coverage will not be cancelled or reduced by the carrier or Workshop, except after thirty (30) days prior written notice is provided by the carrier to the College by certified mail.

F. **Procurement by College.** In the event Workshop does not comply with the Insurance Requirements, the College may, at its option, in addition to other remedies it may have, immediately terminate the Agreement, or provide the Insurance coverage. If the College provides the Insurance coverage, the Workshop will reimburse the College for the cost of such Insurance within 10 days of College providing Workshop with an invoice.

6. **TERM OF AGREEMENT, EXTENSIONS, AND TERMINATION**

A. This Agreement shall commence on the Effective Date and shall continue in effect until and including _________ (“Term”).

B. Either Party may terminate this Agreement at anytime, with, or without cause, upon written notice given to the other Party at least one hundred twenty (120) days prior to the date specified for the termination. In the event of termination, each Party shall fully pay and discharge all obligations, if any, in favor of the other Party accruing prior to the termination date. Each Party shall be released from all obligations or performance, which would otherwise accrue after the termination date. Neither Party shall incur any liability to the other because of the termination.

C. In the event of termination, each Party shall fully pay and assign college credit in favor of the other Party accruing prior to the termination date.

7. **WORKSHOP AUTHORITY; DOCUMENTATION REVIEW, AUDIT, AND RETENTION**

A. Each Party warrants to the other that it has full authority to administer this Agreement including but not limited to, the rights to terminate, amend, extend, modify, or alter specific terms in accordance with the terms of this Agreement.

B. Each Party is entitled to full access and authority to audit all pertinent records of the other Party concerning this Agreement. Within 48-hours of the receipt of written notice, the Party from whom records are requested shall make those records available to the requesting Party. The Parties agree to cooperate fully to facilitate audits by the other Party.
C. The Parties agree that an audit includes an examination or making an excerpt or transcript from books, records, invoices, materials, payroll, or personnel data related to all matters covered by this Agreement. The Parties agree to maintain books and records in an accessible location and condition for a period of not less than five (5) years after termination of this Agreement.

8. NOTICES

All notices required or permitted to be given under this Agreement shall be deemed duly given and effective if in writing and personally delivered or deposited in the U.S. Mail, postage to be prepaid, sent by a reputable overnight courier service (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed to the following:

College:

President
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109-2394

With copies to:

Vice President of Continuing Education
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109-2394

Workshop:

Board of Trustees
____________ Parent/Child Workshop
Street Address
City, CA, Zip Code

A Party may change its designated representative and/or address for the purpose of receiving notices under this Agreement by notifying the other Party of the change in writing and in the manner described in this section.

9. WAIVER

Any failure by a Party to comply with any covenant, term or condition of this Agreement may be waived only in writing by the Party in whose favor the covenant, term or condition of this Agreement runs.
10. APPLICABLE LAW, VENUE, INTERPRETATION

This Agreement shall be interpreted according to the laws of the State of California and the Parties agree that venue for any action concerning or arising out of this Agreement shall be in Santa Barbara County, California. The provisions of this Agreement shall be construed in all cases as a whole, according to their fair meaning, and not strictly for or against either party.

11. SEVERABILITY

If a court of competent jurisdiction holds any term or provision of this Agreement void, illegal, or unenforceable for any reason, this Agreement shall remain in full force and effect and shall be interpreted as though such term or provision was not a part of this Agreement. The remaining provisions shall be construed to preserve the intent and purpose of this Agreement, and the Parties agree to negotiate in good faith to modify any invalidated provisions to preserve each Party’s anticipated benefits.

12. ASSIGNMENT

Neither Party may assign or transfer any or all of either Parties’ rights, burdens, duties, or obligations under this Agreement without the prior written consent of the other Party.

13. EXECUTION BY FACSIMILE OR IN COUNTERPARTS

The Parties may execute this Agreement in counterparts such that their signatures may appear on separate signature pages. A copy, facsimile, or an original of this Agreement, with all the signature pages appended together, shall be deemed a fully executed Agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.

14. NO DISCRIMINATION

The Parties shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. The Parties further understand that harassment of any student or employee of the College with regard to race religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

15. APPROVAL

In accordance with Education Code section 81655, this Agreement is valid and an enforceable obligation of the College only after it has been approved or ratified by the
Board of Trustees of the Santa Barbara City College as evidenced by a motion duly passed and adopted by the Board Trustees.

16. AGREEMENT

This writing and any amendments thereto, constitute the entire Agreement between the Parties. This Agreement may not be altered or modified except by the express written consent of both the Workshop and College. Each party acknowledges there are no other provisions or representations that have not been incorporated into this Agreement. The Workshop acknowledges that changes to any provision of this Agreement may only be made by action of the Board of Trustees of the College.

[Signature page follows.]
IN WITNESS WHEREOF, the Board of Trustees of the Santa Barbara City College has caused the Agreement to be subscribed by its Chairperson and the seal of the Board to be hereto affixed and attested by the Executive Officer thereof, and Workshop has caused the same to be subscribed in its behalf by its duly authorized officer.

Workshop

By

Print Name

Title

Date

APPROVED AS TO FORM:

_________________________________________

Santa Barbara City College

By

Print Name

Title

Date

APPROVED AS TO FORM:

_________________________________________
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