IS AGREEMENT, made and entered into this 17th day of September, 1980, by the State of California, by and between State of California, through its duly elected or appointed, hired and acting

Director Acting for State AGENCY Department of Social Services
for called the State, and
Santa Barbara City College, Continuing Educ. Div.

for called the Contractor,

HESSETTH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State expressed, does hereby agree to furnish to the State services and materials, as follows:

1. This Agreement is entered into by the Department of Social Services, hereinafter referred to as DSS, and the

hereinafter referred to as Contractor, for the purpose of providing supportive social services to Indochinese refugees. The services provided under this Agreement shall be in accordance with the Refugee Act of 1980 (Public Law 96-212) and Federal Action Transmittals SSA-AT-78-33 (August 24, 1979) and CRR-AT-80-1 (March 1980).

2. Joint Responsibilities

Each party shall designate a staff member to have primary responsibility for the liaison of activities to carry out this Agreement.
3. Contractor Responsibilities

a. The Contractor agrees to assist in resettlement and provide support social services in accordance with the attached "Exhibit A" entitled "IRAP SUPPORT SOCIAL SERVICES" and is made a part hereof by this reference.

b. Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally-assisted programs or activities, as detailed in regulations signed by the Secretary of HES effective June 3, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

c. Contractor shall develop a fair hearing system whereby applicants or recipients may present their grievances concerning the operations of the services program.

d. Contractor agrees to comply with the provisions of Section 10850 of the Welfare and Institutions Code to insure that all information concerning a recipient will be kept confidential in accordance with federal and state requirements.

e. Contractor agrees to provide monthly progress reports and any other statistical data that may be required and submit such data and reports in the format specified by the Department of Social Services. Monthly progress reports should be submitted in duplicate, in the format specified by the Department of Social Services, to:

Office of Refugee Services
Department of Social Services
744 P Street, M.S. 10-14
Sacramento, CA 95814

f. The Contractor shall provide for approval by the State, a final report within 45 days from termination of the agreement on Sept. 30, 1981. This report shall be in the form and content as prescribed by OSS and shall include but not be limited to information regarding the number of persons served by type of service provided, problems encountered, cost in relation to results achieved, a description of the social and economic characteristics of persons receiving services by type of services provided, a description of the range and type of services required by the refugees and shall indicate which of these services are being provided by existing agencies within the area and which are not. The final report should include an evaluation of the project relative to the program goals.

4. Term of Agreement

a. The period of this Agreement shall be from October 1, 1980 through September 30, 1981.

b. This Agreement may be terminated by either party upon 30 days written notice and may be amended as agreed in writing by both parties.

a. The total amount of this Agreement shall not exceed the sum of $91,000.

b. The attached Exhibit "B" entitled "Program Budget" is made a part hereof of this reference.

c. Upon satisfactory performance of the services provided by the Contractor under this Agreement, DSS agrees to pay monthly, in arrears, Contractor's cost of performance, in accordance with U.S. Department of Health, Education, and Welfare Document 45 CFR 74. Payment will be made on the basis of the budget set forth in Exhibit "B" for actual, necessary and reasonable costs. However, changes may be made in individual line items in the budget, provided:

(1) Change to any individual line item does not exceed $2,000;

(2) Total amount of contract does not change;

(3) Contractor submits explanation of the need for change(s), and specifically identifies the item(s) to be reduced or increased; and

(4) DSS approves such change(s).

DSS reserves the right to deny any such claim for any excess reimbursement of any line item in the budget. Advance payments to Contractor may be made by DSS pursuant to Assembly Bill No. 724 (Chapter 760/79).

d. The Department of Social Services reserves the right to review service levels and billing procedures as these impact charges against the contract.

e. Payment for services under this Agreement is contingent upon availability of Federal funds.

f. All invoices should be submitted in quadruplicate, and sent direct to the Department as follows:

Department of Social Services
Accounting and Systems Bureau
744 "P" Street - H/S 13-72
Sacramento, CA 95814

Attn: Sharon Morse

g. It being understood that the State's funding source for this Agreement is federal funds, and it being further understood the Contractor is responsible for administering the program as described herein, Contractor agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate federal audit agencies, directly related to provisions of this Agreement. Contractor also agrees to pay to State the full amount of State's liability to the Federal Government resulting from said audit exceptions.

a. This Agreement shall be governed and construed in accordance with all the laws of the State of California, in addition to any cited herein.

b. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.

c. The state reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement, and reserves the right to authorize others to use or reproduce such material.

d. Contractor hereby grants to the State a royalty-free, nonexclusive, and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all data nor or hereafter covered by copyright, provided that with respect to data not originated in the performance of this Agreement, such license shall be only to extent that the Contractor has the right to grant such license without becoming liable to pay compensation to others because of such grant.

e. Contractor shall exert all reasonable effort to advise the State, at the time of delivery of data furnished under this Agreement, of all invasions of the right of privacy contained therein and of all portions of such data copied from work not composed or produced in the performance of this Agreement and not licensed under this clause.

f. Contractor shall report to the State, promptly and in written detail, each notice of claim of copyright infringement received by the Contractor with respect to all data delivered under this Agreement.

g. The Contractor shall not affix any restrictive markings upon any data, and if such markings are affixed; the State shall have the right at any time to modify, remove, obliterate, or ignore such markings.

h. The attached Exhibit "A(F)" entitled "Additional Provisions" is made a part hereof by this reference.

i. The attached Exhibit "C", entitled "Fair Employment Practices/Civil Rights Addendum" is made a part hereof by this reference.
EXHIBIT "B"
30900

SANTA BARBARA CITY COLLEGE, CONTINUING EDUC. DIV.

"PROPOSAL BUDGET"
Basis of Calculation of Budget

1000 Certificated Salaries

a. Director/Instructor
   20 hr/wk @ $18.50/hr x 26 wks}
   10 hr/wk @ $14.00/hr x 26 wks}
   $13,260.00
b. Instructors
   5 x 15 hr/wk @ $15.00/hr x 26 wks
   3 x 10 hr/wk @ $15.00/hr x 26 wks
   TOTAL CERTIFICATED:
   29,250.00
   11,700.00
   54,210.00

2000 Classified Salaries

a. Lab Teaching Assistants
   3 x 19½ hr/wk @ $6.75/hr x 26 wks
   2 x 17½ hr/wk @ $6.75/hr x 26 wks
   2 x 10 hr/wk @ $6.75/hr x 26 wks
   TOTAL CLASSIFIED:
   10,267.00
   6,143.00
   3,510.00
   19,920.00
   TOTAL PERSONNEL:
   74,130.00

3000 Benefits

a. Retirement, Certificated ($54,210.00 @ 8.307%)
   4,503.00
b. Unemployment, Cert./Class. ($74,130.00 @ .2%)
   148.00
c. Workmen's Comp., Cert./Class ($74,130.00 @ 1.5%)
   1,112.00
   TOTAL BENEFITS:
   5,763.00

4000 Supplies Books, paper, pencils and all usable supplies for classroom use only.
   2,950.00

5000 Other Operating Expenses

Travel and Conference
   720.00
Telephone (1, separate service)
   144.00
Floor Space (3 rm. @ .25/sq.ft., 10 hr/wk
   $62.50 mo/room x 6.5 mos.)
   1,219.00
   (includes maint., util., parking)
   144.00
   TOTAL 5000:
   2,227.00

(provisional 8% rate on total project salaries,
   used toward utilities and salaries of SBCC Business Services Dept.,
   purchasing & Accounting personnel for time spent on Indo-Chinese ESL program

PROJECT TOTAL, DIRECT:
   $85,070.00
PROJECT TOTAL, INDIRECT:
   5,930.00
TOTAL PROJECT
   $91,000.00

(Note) This Revised Budget indicates that our project would extend to 26 weeks only. State apportionment would be used to finance the remaining 10 weeks of ESL instruction for the Indo-Chinese Refugees.
Per Capita Cost

Estimated per capita cost is based on an anticipated 220 students. Amount of state funds granted for Communications Skills and Vocational ESL Program is $91,000. This computes at $414.00 per refugee served.