AMENDMENT TO MASTER AGREEMENT BY AND BETWEEN

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

AND

AUXILIARY SERVICES OF SANTA BARBARA CITY COLLEGE

This amendment is made and entered into this __ day of __________, by and between the Santa Barbara Community College District, hereinafter referred to as "District", and the Auxiliary Services of Santa Barbara City College hereinafter referred to as "Auxiliary Services."

PURPOSE

The purpose of this amendment is to establish the relationship between the District and Auxiliary Services for Auxiliary Services' provision of off-campus facilities for the District's Hotel and Restaurant Management instructional program.

USE OF PROPERTY

Auxiliary Services may occupy, operate, manage and use those facilities as determined by Auxiliary Services' Board of Directors.

TERM OF THIS AMENDMENT

This amendment shall provide for the stated purpose for three years, commencing through __________. Unless a successor amendment to the master agreement is agreed to by the District and Auxiliary Services, the performance by Auxiliary Services shall cease effective with the end of the lease period.

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

AUXILIARY SERVICES OF SANTA BARBARA CITY COLLEGE

By ____________________________ By__________________________

Encl. 5
Item 5.2-b
6/12/86
MASTER AGREEMENT

BY AND BETWEEN

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

AND

AUXILIARY SERVICES OF SANTA BARBARA CITY COLLEGE

This agreement is made and entered into this day of , by and between the Santa Barbara Community College District, hereinafter referred to as "District," and Auxiliary Services of Santa Barbara City College, hereinafter referred to as "Auxiliary Services," an auxiliary organization established and operated as an integral part of the District.

PURPOSE

Administration by Auxiliary Services of the functions and activities described herein, instead of administration by and through the District, is deemed to be more effective in accomplishing these functions and activities than would be possible under usual governmental budgetary, purchasing, and other fiscal procedures.

AREAS OF SERVICE

Auxiliary Services, through amendments to this agreement, may administer functions or activities defined in Section 59259 of Title 5, California Administrative Code. Other services may be provided if first approved by the Board of Governors of the California Community Colleges.

USE OF FACILITIES

Auxiliary Services may occupy, operate, and use District facilities and property separately or jointly with the District as identified by amendments to the agreement.

Auxiliary Services shall use the facilities and property only for those services and functions that are consistent with the policies, rules, and regulations, which have been or may be adopted by the Board of Trustees of the Santa Barbara Community College District.

The right to use any of the District facilities or equipment included in this agreement or amendments shall cease upon written notice by the District Superintendent/President that the facilities are needed for the exclusive use of the District.
AUTHORITY AND RESPONSIBILITY OF AUXILIARY ORGANIZATIONS

Auxiliary Services shall not offer courses for which State funding is received.

All services, programs and activities that may be undertaken by Auxiliary Services shall be maintained for the general benefit of the educational program of the District. Upon Board of Trustees approval, Auxiliary Services may assume any of the services, programs and activities listed in District Implementing Regulations, Section 1.2 in order:

1. To provide the fiscal means and the management procedures that allow the District to carry on educationally-related activities not normally funded by the State;

2. To eliminate the undue difficulty that would otherwise arise under the usual governmental budgetary, purchasing, and other fiscal controls; or

3. To provide fiscal procedures and management systems that allow effective coordination of Auxiliary Services activities with the District in accordance with sound business practices.

The Superintendent/President shall decide, after consulting with the donor, whether a donor’s proposed gift to the District should be accepted by the District or referred to Auxiliary Services. Gifts to the District thereof shall be accepted under the provisions of Education Code Section 72241 or 72303. Gifts to Auxiliary Services shall be accepted as authorized by these Rules.

Auxiliary Services may not enter into any contract or other business arrangement involving real property, either by lease or by purchase, without prior notification and consultation with the Superintendent/President and the approval of the Board of Trustees.

Student loans, scholarships, stipends, and grant-in-aid shall only be given to currently admitted students. In no case shall the scholarship, stipend, or grant-in-aid exceed the amount necessary to cover books, school fees, and living expense, except as provided under Rule 1.8b. A record of such financial assistance shall be forwarded on a timely basis to the campus financial aid office and shall be documented on student financial aid recipient records kept in that office. All such financial assistance provided from student organization funds shall be approved by the campus financial aid office before such funds are expended, and shall not exceed amounts to be provided under regulations of federal and state financial aid programs.
REIMBURSEMENT FOR SERVICES AND FACILITIES

Auxiliary Services shall maintain records of the substantial use of District facilities and shall reimburse the District at regular intervals for costs to the District of facilities pursuant to Title 5, Section 59257(j)(5) of the California Administrative Code.

The cost of District employees on loan or providing professional services to Auxiliary Services may be reimbursed by Auxiliary Services as identified in amendments to this agreement.

Auxiliary Services may provide services to the District for which the District shall reimburse Auxiliary Services. Such service areas shall be identified in amendments to this agreement.

Accounting and recordkeeping services provided by the District at the request of Auxiliary Services shall be reimbursed by Auxiliary Services.

The independent CPA firm retained to audit the District will also audit Auxiliary Services. The costs of that additional service may be paid by Auxiliary Services.

COVENANT

During the term of this agreement, Auxiliary Services agrees to maintain its existence and to operate in accordance with Sections 72670-72682 of the California Education Code and with the regulations of Sections 59250-59276 of the California Administrative Code, Title 5, as well as the College of the Sequoias Community College District implementing regulations.

SIGN, FIXTURES AND EQUIPMENT

During the term of this agreement, Auxiliary Services shall have the right to place and attach fixtures, signs, and equipment in or upon facilities as authorized by the District Superintendent/President in writing as to number, size, and location. Fixtures, signs, or equipment so erected, placed, or attached by Auxiliary Services shall be and remain the property of Auxiliary Services and be removed therefrom by Auxiliary Services upon the termination of this agreement.

RIGHT OF ENTRY

It is understood and agreed that at any time the District and its agents shall have the right to enter described facilities or any part thereof for the purpose of examination or supervision.
INDIRECT COSTS

If Auxiliary Services administers a federally-sponsored program, it shall reimburse the District for indirect costs associated with the performance of services by the District for Auxiliary Services relating to the federally-sponsored project. Such reimbursement will take into consideration the District's federal indirect cost rate and the approved indirect cost allocation, if any, of the federal program award.

DISPENSATION OF EARNINGS

Income generated by Auxiliary Services in excess of costs and provisions for equipment, maintenance, reserves, and working capital shall be used to benefit the District. Capital provisions shall be established by the Board of Directors of Auxiliary Services to insure fulfillment by Auxiliary Services of this agreement.

DISTRIBUTION OF ASSETS UPON CESSION

Upon cessation of operations of Auxiliary Services under this agreement, unless extended or renewed, the net assets of Auxiliary Services resulting or arising from this agreement shall be either transferred to the District or expended for the benefit of the District.

MAINTENANCE AND OPERATING EXPENSE

Auxiliary Services agrees that it will keep and maintain the described facilities in a clean and orderly condition and shall, at its own expense, at reasonably frequent intervals and in a lawful manner, dispose of all waste from the facilities. Auxiliary Services further agrees that it will keep the facilities in good repair.

PUBLIC RELATIONS

With respect to expenditures for public relations or other purposes which would serve to augment College appropriations for the operation of the College, Auxiliary Services may expend funds in such amount and for such purposes as are approved by the Board of Directors of Auxiliary Services. Auxiliary Services shall file with the District Superintendent/President a statement of its policy on accumulation and use of public relations funds. The statement will include the policy and procedure on solicitation of funds, source of funds, purposes for which the funds will be used, allowable expenditures, and procedures of control.
THIRD PARTY AGREEMENTS BY FOUNDATION

Auxiliary Services shall not enter into any contract that would obligate designated District facilities, equipment, or personnel if that contract does not contain sixty-day to ninety-day cancellation provisions and no cancellation penalties.

INSURANCE, INDEMNIFICATION, AND RESTORATION

Auxiliary Services shall be included in the District's insurance policies for all of its regular functions. When special events are sponsored by Auxiliary Services, separate insurance coverage may be required by the District.

Auxiliary Services agrees to indemnify, defend, and save harmless the District, its officers, agents, and employees from any and all loss, damage, or liability that may be suffered or incurred by the District, its officers, agents, and employees caused by, arising out of, or in any way connected with the use of the described facilities by Auxiliary Services or in connection with this agreement.

Upon termination of this agreement, District shall have the option to require Auxiliary Services, at Auxiliary Services' own expense and risk, to restore the facilities as nearly as possible to the condition existing prior to the execution of the agreement. But if Auxiliary Services shall fail to do so within ninety (90) days after District exercises said option, District may restore the property at the risk of Auxiliary Services and all costs and expenses of such removal or restoration shall be paid by Auxiliary Services upon demand of District. District shall have the right to exercise this option within thirty (30) days after the expiration of this agreement, but not thereafter.

REAL PROPERTY

Auxiliary Services shall not enter into any transaction concerning real property without the prior approval of the District Superintendent/President.

NONASSIGNABILITY

This agreement is not assignable by Auxiliary Services, either in whole or in part, nor shall Auxiliary Services permit anyone else to use the described facilities or any part thereof without written permission of the District Superintendent/President.

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TERMS OF AGREEMENT

This agreement is for the term beginning on the first day of   ,   and ending on the   day of   ,   unless sooner terminated as herein provided. This agreement may be terminated by either party giving sixty (60) days written notice, subject to the provisions of the contract entitled Distribution of Assets Upon Cessation.

Auxiliary Services must remain in good standing with the District. Otherwise, this agreement will immediately terminate and Auxiliary Services will terminate any contracts with third parties and meet the provisions of the agreement entitled Distribution of Assets Upon Cessation.

NOTICES

All notices herein required to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and received by Auxiliary Services or the District Chancellor.

Notice to Auxiliary Services shall be addressed as follows:

President
Auxiliary Services of Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109-9990

Notice to the District shall be addressed as follows:

Superintendent/President
Santa Barbara Community College District
721 Cliff Drive
Santa Barbara, CA 93109-9990

IN WITNESS WHEREOF, this agreement has been executed in quadruplicate by the parties hereto as of the date first above written.

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

AUXILIARY SERVICES OF SANTA BARBARA CITY COLLEGE

By_________________________   By_________________________