SANTA BARBARA COMMUNITY COLLEGE DISTRICT

WORK SITE COORDINATOR

DEFINITION
Under the general supervision of the Director, Career Advancement Center - Student Affairs, develops, implements and evaluates a coordinated work site development and referral program for the Santa Barbara Community College District.

ESSENTIAL DUTIES/FUNCTIONS
Serves as the central coordination point for the various district employer relations programs and initiatives involving soliciting employers in the greater Santa Barbara area for participation in job shadowing, mentor programs, internships, work experience, cooperative education, classroom speaker program(s), on-site visits, and job referral programs. Serves as principle liaison and coordinator of District work site liaison assignments to community agencies and institutions involved in collaborative and cooperative work site referral programs and services (e.g. Joblines with UCSB, EDD, OneStop Centers). Coordinates, develops and participates in carrying out a comprehensive work site marketing plan to the greater Santa Barbara employer community in collaboration with other district programs involved in employer relations. Develops and maintains an employer contact tracking data-base for access by all district programs involved in providing work site experiences and employment opportunities for students. Advises appropriate District departments of work site openings. Creates reports and analyzes data. Assists in student employment follow-up studies and tracking. Is directly responsible for providing assistance to students seeking employment including: on-site and off-site job development activity, acting as liaison with employers who are seeking to employ students and graduates, maintaining a comprehensive job listing and referral service, establishing a program of on-campus employer visits (e.g. job fairs, on-site recruitment, career days and workshops), participating in conducting/coordinate employment skill training sessions (i.e. resume writing, interviewing, employer search and employment conduct), providing information to employers regarding college skills competency, certification and Associate Degree programs. Interprets rules and regulations related to work site development and job referral. Responsible for identifying Internet web sites related to career development, and coordinate the posting of a SBCC web page for students' use. Assists in para-professional career advising including assisting students in the use of video, audio, hard-copy, computer-based and internet-based occupational information and career planning systems. Trains, assigns, and reviews work of student assistants. May serve on college committees and may represent the college on community committees, advisory groups and professional/service organizations.

EMPLOYMENT STANDARDS

Education and Experience: Any combination equivalent to graduation from college and two years increasingly responsible related experience. Experience assisting adults seeking employment and experience involving public contact preferred.

Knowledge and Abilities: Knowledge of employment trends and practices; effective work site development and employer marketing approaches. The ability to provide specialized assistance and information to students and others concerning assigned areas; apply the principles of individual appraisal including interview techniques; speak and write effectively; learn and apply pertinent laws, rules and regulations; accurately collect employment and contact information and organize into a workable database; compile and analyze data; prepare reports; work effectively with students seeking employment and work site opportunities; establish and maintain effective working relationships with employers, faculty and staff; represent the college in an effective manner; operate and/or willingness to learn word processing equipment and/or computer terminal for access to files and records, including computer assisted career information systems, internet access and web page development. Sensitivity to and understanding of the diverse academic, socio-economic, cultural, disability and ethnic background of community college students.

C:WORKSITE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES TECHNOLOGY ANALYST

DEFINITION
Under the general direction of the Vice President Human Resources, ensures the successful set-up, configuration, and testing of the Oracle Human Resources system; plans and coordinates the District’s Staff Development activities; provides HR support for organizational development and the District’s Personnel Benefits Program; supervises the HR Certificated Personnel staff; and assists the Vice President in a variety of departmental duties and tasks as required.

ESSENTIAL DUTIES/FUNCTIONS:
Responsible for project leadership, design and development, and data migration of the Oracle Human Resources project, which includes the following activities: provide Oracle HR implementation project leadership; chair implementation team meetings; direct the work of Oracle implementation consultants; direct and monitor the project implementation plan; report to the College Cabinet on Human Resources’ implementation issues and milestones; responsible for developing design requirements, process flows, and reports for extensions to the Oracle HR product coordinating with Oracle consultants working on the development; testing the enhancements to the Oracle HR product; assure integration with the HR application at SBCC; responsible for determining what data from existing systems will be brought forward in the Oracle HR database; validate the mapping of existing data to the Oracle database; testing data validity/integrity during the data migration process; plan, coordinate, monitor and implement the budget for staff development, including AB1725 funds; coordinate and provide guidance to staff development committees, Wellness Program Committee and other committees as assigned; coordinate training workshops and in-service activities; represent Human Resources in the administration of the District’s personnel benefits program; coordinate the annual Open Enrollment Program; provide guidance and training to the HR staff for benefits enrollment and benefit plan administration; maintain district insurance records and materials; serve as liaison between employees and insurance carriers; assist in the resolution of employee benefit problems as necessary; serve as the HR representative to the District’s Personnel Benefits Committee; supervise HR clerical and technical staff in the Certificated Personnel recordkeeping and department functions; provide guidance and procedure development as necessary in the administration of several areas of certificated personnel, including recruitment, employment, contract and policy interpretation, salary placement, teacher contracts, recordkeeping, evaluation, data base management, leaves of absence, Board of Trustees agenda preparation.

EMPLOYMENT STANDARDS

Education And Experience: Any combination equivalent to graduation from College and one year of increasingly responsible human resources, staff development/training or other closely related experience. Experience in computer systems analysis, design, operations and support.

Knowledge and Abilities: Knowledge of principles, practices and techniques of computer systems analysis and design; database design concepts; computer hardware systems and software applications. Working knowledge of principles of personnel administration; working knowledge of Staff Development/Training programs and initiatives, and their planning and implementation; working knowledge of personnel benefits administration. Ability to perform computer systems and database analysis and design; interact effectively with District faculty and staff to determine requirements, needs and desired outcome; assist in writing clear and concise systems documentation; prepare written and oral reports with good presentation skills; independently interpret and apply the provisions of law and rules, analyze data and arrive at sound conclusions; excellent interpersonal and communication skills with ability to work as a team member. Sensitive to and understanding of the diverse academic, socio-economic, cultural, disability, and ethnic backgrounds of community college students.
BOARD OF TRUSTEES
December 10, 1998

SANTA BARBARA COMMUNITY COLLEGE DISTRICT
FEDERAL WORK STUDY & GENERAL WORK STUDY

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<th>FEDERAL</th>
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<tr>
<td>Burgess, Patrick</td>
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<td>Mora, Leonor</td>
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<td>Silva, Jeff</td>
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TUTORIAL CENTER

The following student tutors have been hired for the 1998-99 school year:

Baum, James J
Boskovic, Jelena
Dannenfelzer, Debra A
ADMINISTRATION OF JUSTICE
Ryan Shamus Howley-Strauss
Sandra Melissa Pajuelo
Maria Xique

ART with Emphasis in Art Studio
Tung-Fu Hsueh
Joelle Rene Wood

BIOLOGICAL SCIENCE
Melissa Darlene Madrid
Tedd Michael Saunders

BUSINESS ADMINISTRATION
with Emphasis in Finance
Seval Eser
Grant Jay Friedrich
Yvonne Elizabeth Lee

BUSINESS ADMINISTRATION
with Emphasis in Management
Ron Elmaleh
Ignacio Figueroa

BUSINESS ADMINISTRATION
with Emphasis in Marketing
Meredith K. Faulds

BUSINESS ADMINISTRATION
with Emphasis in Small Business Management
Ignacio Figueroa
Atsuko Tabata

BUSINESS ADMINISTRATION
Pre-Transfer
Joyce Arlene Fryer
Edward Kevin Tuller
Richard Kenneth Valdez
Erin Zapata

COMMUNICATION
Applied Communication Emphasis
Mark Anthony Blais

COMMUNICATION - Science Emphasis
Rachael J.F. Chen
Ludlow Flower IV
Kristin Lynn Hinds
Andrew Lee Kais
Shawn M. Koby
Karina Jean Leon
Ryoko Moritani
Erin Louise Tucker
Kyoko Uchida

ECONOMICS
Leticia Isabel Anguiano
Anna Marisol Olds
Fumihiko Takeoka
Erin Zapata

ENGLISH
Aziz M. Hijazi
Jennifer Ann Monge

ENVIRONMENTAL STUDIES
Julia E. Braun
Maria Amelia Simon Camargo
Isaac A. Wood

FILM STUDIES
Nabil S. Schiantarelli

GEOGRAPHY
Renee Marie Crookston
Bryan Kregel Smith
Isaac A. Wood

GRAPHIC COMMUNICATIONS
Graphic Business Management Concentration
Patrick John-Paul Owens

GRAPHIC COMMUNICATIONS
Graphic Processes Concentration
Melissa Kim Gebauer
Patrick John-Paul Owens

HISTORY
Martin Alvarez
Suzanne Elizabeth Newton
LAW AND SOCIETY
Kirsten Michele Brogan

LIBERAL STUDIES
Derek James Acker
Brian Kaulana Akau
Amanda Marie Anderson
Laura Armstrong
Derek James Batty
Laura A. Biscaro
Kristin Jo Bonich
Rachael J.F. Chen
Pallavi Chetty
Edward Chun Fat
Damian Peter Clarke
Ryan W. Cockroft
Noel A. Cohen
Kristen C. Coke
Gavin Richard Collins
Natalia Kianne Cota
Stephanie Ann Cota
Michelle DeCaris
Leslie A. Doherty
Elizabeth Delphine Eckert
Zachary J. Edgmon
Jacqueline Ann-Soulé Erpelding
Tanya Louise Everett
Julie Marie Faria
Ryan Peter Foran
John Claran Frawley
Angela Michael Gallagher
Hollie Blythe Green
Cullen Griffin
Kao E. Griffin
Tami Sue Gunton
Maiko Hiriagi
Aziz M. Hijazi
Kristin Lynn Hinds
Jessica Alyce Hinman
Mark David Hinojos
Kelly Melissa Holden
Melissa Ann Hufnagel
Jeffrey Scott Hunter
Kana Ikeda
Jeffrey Irving Jackins
Alfonso R. Jimenez
Yu-Hsuan Kao
Motoki Kato
Charles Bartram Kiddell
Shawn M. Koby
Misato Kono
Rachelle Lynn Koski
Erik Leon Ledbetter
Theodore Alexander Lennon

LIBERAL STUDIES (Cont.)
Jennifer Lauire Lester
Dhyana Levey
Crescent Hurley LoMonaco
Kim Paula London
Craig Stephen Marshall
Lisa Marie Mendez
Gabina Meza
Beth Virginia Milton
Jennifer Ann Monge
Catalina Magdalena Moses
Steven Simon Murillo
Robbie N. Nicholas
Victoria P. Nobles
Hirotaka Ozaki
Rigel A. Painter
Matthew James Palma
Phoebe Jean Pedersen
Kevin G. Petty
Michael James Redditt
Kerry S. Richardson
Donald Matthew Riley
Chelsea Ann Roake
Ericka Rodriguez
Thomas Daniel Saunders
Denise Marie Savage
Jamie Alexis Schnelker
David William Scrivner
Yoshie Sejima
Aeryn Mariel Seto
Hyunuk Shin
Kimberley Nichole Smith
Saadia Tariq
Terra Tileh-kooh
Steffanie Ann Tomczik
David J. Valdez
DeAnna Alisa Vazquez
Jessica Robyn Wedmore
Andrew Robert Wignot
Jennifer Leigh Willard
Isaac A. Wood
Annelie S. Wyman
Vanessa Yermian
Brad Zirulnik

MATHEMATICS
Syed Zahid Husain
Stephen E. Nelson

NATURAL HISTORY
Theodore Todd Townsend

PHILOSOPHY
Jamey R. Billig
PHYSICAL EDUCATION
with Emphasis in Athletic Training
Brian James Burnes
Meredith Anne Dillon

PHYSICAL EDUCATION
with Emphasis in Exercise Science
Judith L. Hobbisiefken

POLITICAL SCIENCE
Jonathan Charles Dunten

PSYCHOLOGY
Kun Suk Jamie Chu
Edward Chun Fat
Alberto Flores Melendez
Louise Alexandra Dahlquist
Christie Michelle Gonzales
Kye-Jo Lee
Elaine Mount
Chihiro Ueno
Peter Lee Waldburger
Carlos Timothy Wazny

SOCIOLOGY
Kun Suk Jamie Chu
Suzanne Elizabeth Newton
Sigrid Zernack

SPANISH
Jan M. Birdsell
Anna Marisol Olds

THEATRE ARTS
Acting/Directing
Sanne Münster-Swendsen
ACCOUNTING
Shellie L. Castleman
Pamela Elaine Dain
Agatha Mae-Hoi Louie
Cristina Martinez

ADMINISTRATIVE ASSISTANT COMAP,
Level 3
Agatha Mae-Hoi Louie
Mariko Yano

ADMINISTRATIVE SPECIALIST COMAP,
Level 4
Ruth Ann DelBuco

BIOMEDICAL EQUIPMENT TECHNOLOGY
Brian Kaulana Akau
Daniel Ornelas Barragán

COMPUTER INFORMATION SYSTEMS (CIS)
Larry James Antoniazzi
Callie Jo Bowdish
Vincent V. Figueroa
Paul Vance McDowell
Mario A. Reyna
Jane Acioly Sousa
Sherri Lee Trichler

COMPUTER SCIENCE
Jason E. Coltrin
Mark Thomas Doner
Matthew Rey Jennings
Nikola Micev
Neil M. Sorrow
James E. Woods

DRAFTING/CAD
Jaime Prado

EARLY CHILDHOOD EDUCATION
Catherine Lofgren
Audrey Jane Luna
Lori Michelle Rendon

ELECTRONIC ENGINEERING TECHNOLOGY
Alex Raymond Cory
Camilo Cruz
Daniel E. Garner
Jean R. Jarvaise

ENVIRONMENTAL HORTICULTURE
Environmental Landscape Design
Emphasis
Jacob Paul Chrestenson

GRAPHIC COMMUNICATIONS
Computer Graphic Design Concentration
Jorge Alejandro Hernandez
Brock Alexander Hoffman
Nancy S. Wong

HOTEL, RESTAURANT & CULINARY
Hidetoshi Anjo
Curt Nathaniel Pipes

MARINE DIVING TECHNOLOGY
Eric A. Smith

MULTIMEDIA ARTS & TECHNOLOGIES
Visual Design Concentration
Gabriel D. Romero

MULTIMEDIA ARTS & TECHNOLOGIES
Authoring Concentration
Gabriel D. Romero

NURSING (ADN)
Thomas Jakob Augst
Jenny Marie Bell
Joann Lynn Bellrose
Hilary Jayne Blitch
Deborah Charlene Bychak
Arthur George Hayes, Jr
Gretchen Jansen
Daniel B. Kaplan
Norma Jean Riffero Leifer
Kara Lisa Reif
Fany Patricia Rosas
Sidney Lipsky Sangenitto
Jennifer Gayle Serrano

Continued

NURSING (ADN)
Teri Lynn Silva
Thea Woodall

PHYSICS
Syed Zahid Husain
In order to be in compliance with new Title V regulations, college policies need to be amended.

The new regulations permit the repetition of a course if it is "necessary for a student to meet a legally mandated training requirement as a condition of continued paid or volunteer employment." "Such courses may be repeated for credit any number of times, regardless of whether or not substandard work was previously recorded and the grade received each time shall be included for purposes of calculating the student's grade point average."

Proposed College policy modifications are:

3045.2 Course Repetition

In accordance with Title V, Sections 55764-55765, a course may be only be repeated if:

1) The course has been identified in the catalog as repeatable and the student has not taken a course more times than allowed;

2) The student is repeating a course to alleviate a D, F or NC grade; or

3) The student is repeating a course by approval petition of the Scholastic Standards Committee based on the previous grade being, at least in part, the result of extenuating circumstances. Extenuating circumstances are verified cases of accidents, illness or other circumstances beyond the control of the student.

Requests to repeat a course will be considered only if 3 terms have elapsed since the last grade was received and the course in non-repeatable unless the course is needed for employment, entrance to the University or to satisfy a degree/transfer requirement.

Under conditions 2 and 3 above, a course may be repeated only once.

Students who do not comply with the above will be administratively dropped from the class and informed through their instructor that they have been dropped.

If the repetition is necessary for a student to meet a legally mandated training requirement as a condition of continued paid or volunteer employment, there will be no limit on repetitions. The student must, however, verify that the course repetition is necessary to complete legally mandated training.

The "W" symbol stands for withdrawal and is not a final grade. A student taking a course after having taken a "W" is not repeating a course.

Any course repeated for which a student is granted permission to repeat shall be clearly indicated on the student's permanent academic record.
A Student Services Program review of the Student Activities Area was done in Spring of 1998. Included in the review were a comparison with other colleges, a survey of students, a survey of employees and a self study summary. After consideration of the surveys, four goals were established in areas that were found to need improvement. Overall the review was very positive.

The results of the Student Services Program Review for the Office of Student Activities indicate that the students and staff feel the office is successfully completing its duties. However, they also feel that they are not adequately informed about the many duties the office accomplishes. Many students and staff indicated that they knew specific programs and services were offered, but had no idea who was in charge of their completion or where to go to find the service. Over 50% of both groups indicate they do not know where the Student Activities office is located.

The comparison of Santa Barbara City College to Moorpark, Allan Hancock, Cuesta and Bakersfield Colleges proved very interesting. While all colleges run very similar programs, they also differed in a few obvious instances. One of the most telling differences can be found in examination of the minimum requirements for the Director of Student Activities. Santa Barbara, Moorpark, Allan Hancock and Bakersfield all demand just about the same requirements - the equivalent of a Bachelor's Degree and some experience, while Cuesta requires a Master's Degree. Cuesta is also the college with the longest hours, most fully developed Student Center and largest amount of involvement within the school community. It would appear that the more respect and responsibility given the Director, the better service the student body receives.

While the program review was generally a positive one, both the Self Study and Validation Teams expressed concern over the incorporation of the Alumni Association into the Office of Student Activities. Both teams recommended serious consideration of re-defining the role of the Association and the responsibilities of the Director. Both teams also expressed concern over the effectiveness of the Volunteer Program. The Volunteer Program has the potential to be a highly effective service for both students and the community. The Self Study Team and the Validation Team indicated the need for improvement in the areas of Community Service and Leadership. Enhancement of the Volunteer Program should cause improvement in both areas.

By improving and/or publicizing the location of the office, allowing the Director greater responsibility over programs integral to curriculum and education and by focused efforts to enhance and improve the Volunteer Program, the Office of Student Activities should overcome its largest hurdle, lack of self promotion. Both the Employee and Student surveys indicate that the office lacks the ability to market the many programs and services it offers. With an improved marketing plan the Office of Student Activities should receive the recognition it deserves.
Summary of Achieved Outcomes

NAME
Paul McClung

PROJECT TITLE
Readings in U.S. and Russian History

TERM OF LEAVE
1996 - 97

Please elaborate on the specific achieved outcomes of your project, as projected in your Proposal Abstract, listing their benefits for Santa Barbara City College. The outcomes you describe here will be the criteria by which the success of your sabbatical project will be evaluated.

NOTE: This summary is read by both the Academic Senate and the Board of Trustees, and, as a result, is a critical component of your report. You are strongly urged to keep this summary (which will accompany your Abstract) to ONE page. You may elaborate on this summary in your report narrative.

A recent National Endowment for the Humanities summer seminar at Yale introduced me to the fascination of the American past. For my sabbatical year, 1996-97, I undertook a program of extensive and intensive reading in American history to enable me to teach the courses in that field which I had never taught. My previous focus had been courses in Western Civilization, Modern Europe, Russian history, and English history (which I also taught in England on a Fulbright exchange.)

During my year's leave, I read in the new literature about Russia in order to keep current with the flood of information and revelations which have come since the fall of the Soviet Union. In addition, I received a Fulbright grant for six weeks of travel and study in Romania and Bulgaria in order to experience the realities and myths about the transition of these nations to freedom from Soviet domination. In the course of these studies, I met with students, journalists, government ministers, and professors.

I also took a year of training in art history to become a docent at the Santa Barbara Museum of Art. This will give my students and SBCC a connection with one of Santa Barbara's great cultural institutions and enrich my courses in U.S. and European history. To strengthen this training, I visited museums in New York, Washington D.C., Florence, and Rome.

I am now touring the Santa Barbara Museum of Art with my students. These visits have an impact and vividness that no slide show could provide. I have also incorporated collaborative education techniques into my current U.S. history teaching.
GRANT AGREEMENT

This grant is made and entered into, by and between, the Chancellor's Office of the California Community Colleges, hereafter referred to as the State, and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of the RFA specification; this face sheet, with authorized signatures; the application, including all forms as specified in the Request for Application (RFA) packet; and the Grant Agreement Standard Terms and Conditions, Articles I (Rev. 2/98) and II (Rev. 12/99), as set forth in the RFA instructions. All of these items are incorporated into this grant by reference.

The total amount payable for this grant shall not exceed the amount specified below in Grant funds. Payments shall be made through the apportionment process.

The term of this grant shall be from July 1, 1998, to and including August 31, 1999. All performance under this grant shall be completed by June 30, 1999, except that the Year-to-Date Expenditure and Progress Reports must be received by the Chancellor's Office no later than July 31, 1999, and the Final Reports must be received by the Chancellor's Office no later than August 31, 1999.

The signature of the chief executive officer or other authorized officer of the district legally binds the Grantee to perform the work specified in the attached proposal on the terms specified in that proposal. If any modifications are required to the attached proposal between the date of signature of this face sheet by the designated district officer and the date of signature by the Deputy Chancellor, each modified page must be initialed and dated by the Project Director.

<table>
<thead>
<tr>
<th>Item</th>
<th>Chapter</th>
<th>Statute</th>
<th>Fiscal Year</th>
<th>GRANTEE</th>
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<td>Project Monitor</td>
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<td></td>
<td>Project Director: Gayle Baker</td>
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<td>California Community Colleges</td>
<td>1107 Ninth Street</td>
<td>Sacramento, CA 95814-3807</td>
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<td>Signature, Chief Executive Officer (or authorized Designee) Date: 1/8/98</td>
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<tr>
<td>Printed Name of Person Signing</td>
<td>Gary L. Cook</td>
<td></td>
<td></td>
<td>Printed Name of Person Signing: Dr. Peter R. MacDougall</td>
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<tr>
<td>Title</td>
<td>Administrator, Fiscal and Business Services</td>
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340/235-GA (Rev. 02/09/98, jac)
APPLICATION ABSTRACT

RFA ID No.: 98-0230
RFA Title: Job Development Incentive Training Fund
Total Award Amount: $98,866

Project Director: Gayle Baker, Dean of Academic Affairs
Organization: Santa Barbara City College
Address: 721 Cliff Drive
City, State, Zip: Santa Barbara, CA 93109
Phone: 805-965-0581, extension 2720 Fax: 805-963-7222
E-Mail Address: BAKER@sbcc.net

Beset by concerns about educational quality, many California Community Colleges with Cosmetology Programs are discontinuing long-standing relationships with private post-secondary beauty colleges and taking over all of the instruction and management of these programs. Three months ago, Santa Barbara City College severed its relationship with a private contractor. This fall, at the Grand Re-opening of SBCC's Cosmetology Academy, local salon owners discussed the serious local training gaps they observed and identified two programs they would like to see us initiate.

First, they wanted licensed Estheticians, a 600-hour training program which prepares individuals to administer a variety of skin care services in medical offices (especially plastic surgery and dermatology), spas, salons, department stores, and to gain employment as sales representatives. These licensed Estheticians have excellent local job opportunities and can expect entry level wages of $29,000. Second, these salon owners wanted business skills training for Cosmetologists who want to become salon managers and/or owners. If this project is funded, SBCC will develop these two programs, both of which will be delivered in an open-entry format is flexibly-scheduled and is delivered through the use of technology.

The development of these two Cosmetology Programs, Esthetician, and Salon Management, will improve, expand, and strengthen SBCC's Cosmetology Program. Once these programs have been fully implemented, significant progress will have been made toward both forging a partnership with our local industry and offering our students new career entry and advancement options.
<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Match Requested</th>
<th>Source of Funds</th>
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**Note:** Provide an Application Budget Detail Sheet for each funding source including matching sources. If required, enter for cash or in-kind.

**Date:** 11/18/98

**Director-Chief Business Officer:**

**Name:** Dr. Charles Hanson, Vice President, Business Services

**Authorization and Regulations:**

I authorize the cost proposals as the maximum amount to be claimed for the project and assure that funds shall be spent in compliance with State and Federal regulations.
APPLICATION BUDGET SUMMARY

Program Year: 01/01/99 - 6/30/2000
Santa Barbara Community College Telephone #: 805/965-0581 x2720

Job Development Incentive Training Fund

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</table>

This cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and federal laws.

Chief Business Officer (Business Officer/Authorized Signature) Date

Provide an Application Budget Detail Sheet for each funding source including matching sources, if required, either for cash or in-kind.

- Type of funds per project: (enter sources: Leadership, ECON, etc.).
- Required for Economic Development only. Line item match not required.
- For Administration (see 1200 line in Application Budget Detail Sheet).
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
and
VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

Administrative Memorandum of Understanding
Health Information Technology Regional Program

The Regional Health Information Technology Program is offered by Moorpark College and Santa Barbara City College in partnership with the eight (8) community colleges in the region: Allan Hancock Community College, Antelope Valley College, Cuesta College, College of the Canyons, Moorpark College, Oxnard College, Santa Barbara City College, and Ventura College.

I. Santa Barbara City College will:

- In collaboration with Moorpark College assume responsibility for planning the Associate of Science Degree in Health Information Technology (HIT) policies and procedures, and Curriculum under direction of the HIT Program Coordinator.
- Provide financial support for the Associate of Science Degree in Health Information Technology (HIT) on a current and continuing basis. Funding will include two-thirds of the HIT Program Coordinator and other mutually agreed upon costs, i.e. marketing, meetings, etc.
- Assume responsibility for coordination of distance learning course delivery in Health Information Technology courses: assembly, maintenance and retrieval of health records, clinical classification coding, statistical applications in health care, alternative delivery systems, clinical quality assessment and improvement, data quality and reimbursement, under the direction of the HIT Program Coordinator.
- Approve, hire and maintain HIT Program faculty; selection of HIT Program faculty will be based upon established criteria for eligibility, including professional and academic qualifications.
- In collaboration with Moorpark College, approve annually the appointment of a Health Information Technology Program Coordinator.
- Approve annually the office location of the HIT Program Coordinator.
- Provide to students who have completed the required courses in the designated sequence the opportunity to complete the HIT Program within two years.

II. Moorpark College will:

- In collaboration with Santa Barbara City College assume responsibility for planning the Associate of Science Degree in Health Information Technology (HIT) policies and procedures, and Curriculum under direction of the HIT Program Coordinator.
- Assume responsibility for coordination of distance learning course delivery in the following health science courses: pathophysiology, pharmacology, health
care delivery systems, bioethics, and medical terminology, under the direction of the HIT Program Coordinator.

- Provide financial support for the Associate of Science Degree in Health Information Technology (HIT) on a current and continuing basis. Funding will include one-third of the HIT Program Coordinator and other mutually agreed upon costs, i.e. marketing, meetings, etc.
- Appoint, hire and maintain HS faculty; HS faculty will be based upon established criteria for eligibility, including professional and academic qualifications.
- In collaboration with Santa Barbara City College, approve annually the appointment of a Health Information Technology Program Coordinator.
- Provide to students who have completed the required courses in the designated sequence the opportunity to complete the HIT Program within two years.

III. Southern Central Regional Colleges: Allan Hancock Community College, Antelope Valley College, Cuesta College, College of the Canyons, Moorpark College, Oxnard College, Santa Barbara City College, and Ventura College will:

- Provide general education courses.
- Provide support for the HIT Program on a current and continuing basis to comply with essential requirements of the HIT Program at each individual college. Support will include:
  - Student recruitment and counseling
  - Proctors or computer access for examinations
  - Library access
  - Computer laboratory resources
  - Student financial aid coordination
  - Confirmation of student enrollment and other administrative information to HIT Coordinator and financial aid staff at other Southern Central Regional Colleges
- Approve annually the appointment of a representative to act on behalf of their college on the HIT Program Administrative Board

IV. Degree granting colleges: Antelope Valley College, Cuesta College, Moorpark College, Oxnard College, Santa Barbara City College, and Ventura College will:

- Grant an Associate of Science degree to students who successfully complete the HIT Program curriculum.
- Inform applicants to the HIT Program that the Santa Barbara City College and Moorpark College reserve the right to discontinue the HIT Program after two years; applicants will be required to sign a statement of understanding regarding the possibility of this occurrence and the need to take the required courses in the designated sequence in order to assure their ability to complete the HIT Program.
V. Southern Central Regional Colleges: Alan Hancock Community College, Antelope Valley College, Cuesta College, College of the Canyons, Moorpark College, Oxnard College, Santa Barbara City College, and Ventura College will:

- Provide written notification a minimum of ninety (90) days before college wishes to withdraw from this agreement; notification must be made by the president of the withdrawing college to the HIT Program Coordinator.

Peter MacDougall, President
Santa Barbara City College

Date

James Walker, President
Moorpark College

Date

Signature

Date

Name

Date

Title

Date

College
Continuing Education Division
Proposed New Courses and Title Changes
Winter 1999

BUSINESS DEVELOPMENT (6)
Business Planning for the New Small Business
English Writing Skills for the Workplace
Show Me the Numbers: Beyond Financial Statements
The Mastermind Principle: Beyond Goal Setting
Writing and Selling the Screenplay*

BUSINESS - PERSONAL FINANCE (7)
Economics Made Easy
Millionaireship
The Getting Married Survival Guide*

CAREER DEVELOPMENT AND VOCATIONAL EDUCATION (6)
Career Access Network: Career Strategies
Career Access Network: Job Search Strategies
What Is My Work After Working? Don’t Retire, Retire*

COMPUTER (6)
Access 97 - Level 2 - Bilingual
Desktop Publishing Group
Excel ‘97 - Bilingual
Filemaker
Introduction to Internet - Bilingual
Managing Web Sites With Front Page 98
PC Users Group
Publisher 98
The Wired Age: SCTA
Using Free E-Mail Services
Using Outlook 98
Windows 98 Overview
Works: Part I
Works: Part II

TITLE CHANGES:
TO: Access: Tables and Forms
FR: Access Part I - One Day
TO: Access: Queries and Reports
FR: Access Part II - One Day

COOKING (8)
Cooking with Soy and Tofu
The Spice Girls Go Mediterranean Again

TITLE CHANGE:
TO: Food and Film
FR: Food and Wine and Film

CRAFTS (7)
All You Ever Wanted to Know About Jewelry But Were Afraid to Ask
Appliqued Flower Quilts of the 1930’s
Calligraphy: The Gothic Alphabet
Ceramics: High Fire Underglaze Color and Design
Creative Crafts for Fun and Profit

COMPUTER (6) (Cont.
Decorative Rose Painting For Crafts Projects
Design and Creation of Cast Jewelry
Designing and Setting Up Your Own Jewelry Studio
Heritage Quilts: Scrap Medallion
Patchwork and Quilting: Simply Wonderful Quilts
Setting Gem Stones
Techniques for Calligraphers

CURRENT AFFAIRS*
The Y2K Domino Effect: Santa Barbara Positive
A Forum Redefining the News

ENVIRONMENTAL EDUCATION*
A Very Special Evening with Jean-Michel Cousteau:
“The Power of One: Protect the Ocean and You Protect Yourself”
Fast Food for Marine Mammals
Flippers, Fins and Flukes
Marine Mammals of the Santa Barbara Channel:
International Citizens
People of the Sea: Marine Animals in Chumash Life

Environmental Field Trips*
Coastal Whale Watch Cruises
Explore Carpinteria Bluffs
Explore Carpinteria Marsh and Ash Avenue
Lake Cachuma Winter Eagle Cruise

FINE ARTS (7)
Art and Ideas
Beginning/Intermediate Drawing
Experiment In Print Making I
Experiment In Print Making II
Freedom In Watercolor
Nature As Inspiration: An Artist’s Workshop
The Artist’s Way: Rediscovering Your Creativity
Vincent Van Gogh: His Life and Art

GENEALOGY (7)
Essential Sources For Family Historians: Military Records

HEALTH EDUCATION (9)
Eat Right 4 Your Type
Holding Tight/Letting Go: Living with Advanced Illness
Men’s Health -The Natural Approach
The Active Lifestyle: A New Philosophy That Will Change Your Life.
The Omega Diet and More
Women’s Cycles: A Holistic Approach

TITLE CHANGE:
TO: New Approaches to Aging Well
FR: Reversing the Aging Process
HEALTH OCCUPATIONS (6)
Manage Stress Effectively: Focus on Health Care Givers
Talking to Families About Death: Breaking the News,
Picking Up the Pieces

TITLE CHANGE
TO: Massage as Therapy
FR: Basic Massage

LITERATURE (7)
20th Century British Poets
Sacred Literature
Some of the Best of Voltaire
The Voyage of Earthly Existence

TITLE CHANGE:
TO: Fiction Behind the Film: Two Short Stories
    Short Novel
FR: Fiction Behind the Film

MUSIC AND PERFORMING ARTS (7)
Jazz Appreciation and History
College Choir

OMEGA PROGRAM (7)
Ancient Wisdom and Indigenous Traditions in Healing
Breakthroughs in Alzheimer’s Care
Centering, Alignment and Balance: An Introduction
Choosing an Exercise Program That’s Right For You
Essential Communication Skills for Caregivers
How to Make Sense of Alternative Medicine
How to Survive the Healthcare Hassle
How to Take an Exercise Class and Not Hurt Yourself
If I Can’t Live At Home, Where Will I Live?
Listening to Music, Listening to Ourselves
Medical and Social Aspects of Hearing Loss
Planning Ahead for Long-Term Care
Strengthening the Immune System as We Age
Surviving and Thriving with a Tired Old Back
The Feldenkrais Method: An Overview
Varieties and Uses of the Dream Experience

PARENT EDUCATION (1)
Creative Movement for Parents and Children
Family Times: Computing Together
Mastering the College Admissions Maze
Power Parenting 2000

PHOTOGRAPHY (7)
Photography: Projects and Critique

PSYCHOLOGY (7)
A Day of Rejuvenation for Mind, Body and Spirit
Access Volunteer Training
Attention Deficit Disorder: Succeeding at Home and Work
Beyond Psychology
Coping With Mental Illnesses in Families
Expanding Horizons
Exploring Past Memories
Hakomi Integrative Psychology
How to Get Going When You Can Barely Get Out of Bed

PSYCHOLOGY (7) (Cont.)
I’m Too Young to Feel Old
Imagination and Creativity
Inner Fitness and the Way of Power and Integrity
Men and Women Are from Earth After All
Mentoring Made Easy -- I: The Mentoring Relationship
Mentoring Made Easy -- II: Practical Solutions
Mind/Body Healing Tools
Myths of Change: King-Warrior-Magician-Lover
Oscars and Archetypes: The Myths in Modern Movies
R & R: Rest and Relaxation at the End of the Workday
Spirit in Psychotherapy: Jungian and Transpersonal
    Perspectives
Take a New Look at Old Problems
The Hidden Heart of the Cosmos
The Power of Ritual in Community
The Seven Spiritual Laws of Success
Working with Problem Drinking
Yoga Philosophy and Practice

TITLE CHANGES
TO: Decisions, Decisions: Making Choices Work for You
    FR: Decisions, Decisions...Making for a Simpler Life
TO: When Love Meets Fear
    FR: Freedom from Fear
TO: Feldenkrais Workshop
    FR: Feldenkrais and Our Body’s Consciousness
TO: Tending the Creative Feminine Soul
    FR: Tending the Feminine Soul

SEWING (8)
Mixed Bag - Sewing and Machine Embroidery
Sewing Savvy
The Well-Tailored Jacket
“Vest”ed Interest

____________________________________________________

TABLE OF FUNDING CODES:
* NOT funded by state monies

These classes ARE supported by state monies:
1 Parent Education
2 Elementary and Secondary Basic Skills
3 English as a Second Language
4 Citizenship
5 Education for the Handicapped
6 Short-Term Vocational Programs
7 Education for the Older Adult
8 Education Programs in Home Economics
9 Health and Safety Education
## Santa Barbara Community College

### Purchase Order Report 12/3/98

<table>
<thead>
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<th>Purchase Order Number</th>
<th>Vendor</th>
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### Santa Barbara Community College

#### Purchase Order Report 12/3/98

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Santa Barbara City College  
Warrant Approval  
December 10, 1998

RECOMMEND APPROVAL OF THE FOLLOWING WARRANTS:

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November 17, 1998

Dr. Charles L. Hanson
Vice President, Business Services
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109-2394

Dear Dr. Hanson:

Enclosed for your review is a brochure detailing the practice areas and services offered by Price, Postel & Parma LLP. The Firm has been involved in the Santa Barbara community since the 1850's. We are proud of the traditions represented by that history and are committed to providing to our clients cost-effective legal counseling and representation of the highest caliber.

As I mentioned during our introductory meeting last week, my own areas of emphasis are:

- construction law and litigation;
- labor and employment law and litigation; and,
- complex business and transactional litigation.

Other areas of the Firm's practice that may be of eventual interest to the College are: environmental and land use; public agencies representation; and, commercial transactions. Where possible and consistent with the client's objectives, we utilize various forms of alternative dispute resolution as means to minimize the costs and disruption of adversary matters.

We are looking forward to working with you and your colleagues on the challenging and important matter for which we were consulted.

Very truly yours,

J. Terry Schwartz
for PRICE, POSTEL & PARMA LLP

JTS\tv
Enclosure
The attorneys assigned to the firm's Litigation Practice Group have broad experience handling adversary proceedings in both state and federal courts not only in California but also **throughout the United States**. The ten attorneys working in this area are engaged in both trial and appellate practice.

The attorneys in the Litigation Practice Group represent individuals, public entities, corporations and businesses in disputed matters arising in such diverse fields as **Employment Law**, **Construction Projects** and **Surety Bonds**, **Business** and **Real Estate Transactions**, **Environmental** matters and professional **Errors and Omissions**. Members of the Group have particular expertise in handling complex litigation matters and have developed a unique team approach which combines the unique talents of senior and junior attorneys, paralegals, clerks and other staff to provide the highest caliber representation on the most economical basis possible.

Over the years, attorneys in the Litigation Practice Group have participated successfully in major **Condemnation Matters** such as that which arose from the expansion of Vandenberg Air Force Base; the **Water Law** case which established the priority rights of landowners to the groundwater underlying the Goleta Valley; **Toxic Contamination** and **Hazardous Materials** clean-up cases throughout California; the defense of several of the area's largest employers in **Labor** and **Employment Disputes**; the defense of attorneys, real estate brokers, engineers, and other professionals charged with malpractice; **Construction Litigation** involving major hotel, hospital, and other projects; and have extensive experience in defending **Products Liability** and **Personal Injury** cases.

Finally, as required by the needs of other attorneys in the firm, the Group handles all proceedings arising from our other practice areas, including family law and estate and trust litigation.
Price, Postel & Parma, LLP

Price, Postel & Parma, LLP is one of the most seasoned and experienced law firms in the Western United States, with roots in Santa Barbara, California since 1852. Our history is one of prominence in the practice of law, personal involvement and leadership in the affairs of the clients and communities which we serve and responsiveness to the actual and anticipated needs of our clients. We represent clients not only in the Santa Barbara region, but throughout California and the United States. We are proud of our reputation for excellence and cost-effective service to a diverse clientele with a wide spectrum of needs.

Diversity. Our range of client experience includes professional firms and financial institutions, foundations, trusts and estates, government agencies, families and individuals, and non-profit organizations. We counsel publicly and privately held businesses in litigation and dispute resolution and on a wide range of sophisticated domestic and international transactional matters, including securities and corporate finance, mergers and acquisitions, joint venturing, strategic partnering, licensing and corporate governance. The industries represented by our business and corporate clients include real estate and health care, high technology (including start-ups and emerging firms), energy, engineering and research and development, manufacturing and retailing, ranching and farming, banking and insurance.

Innovation. Our record of success is built on innovative and pro-active approaches to the modern-day needs of our clients and on the quality, integrity and depth of experience of our lawyers. We recruit young lawyers of exceptional promise and experienced lawyers with unique talent and expertise developed over years of involvement with other prominent law firms and in government service. Our resources also include lawyers from the corporate world who are uniquely qualified to respond to the needs of our business clients. All of our lawyers share our commitment to maintaining our long tradition of excellence.

Trust. Our firm is known for the longstanding relationships of confidence and trust we have built with our clients. We look forward to developing this relationship with each client we have the opportunity and privilege of serving.
November 13, 1998

Dr. Charles L. Hanson
Vice President / Business Manager
SANTA BARBARA CITY COLLEGE
721 Cliff Drive
Santa Barbara, California 93109-2394

Re: Construction Project - Administrative Building
Asbestos Consulting Services
Proposal No. HB-8216

Dear Dr. Hanson:

This Letter Agreement is in response to your request for professional Asbestos Consulting Services from AMERICAN ENVIRONMENTAL SPECIALISTS, CO. (hereinafter called "the Consultant") in connection with Asbestos Consulting Services (hereinafter called "the Project") for SANTA BARBARA CITY COLLEGE (hereinafter called "the Client"). The Client is expected to furnish the Consultant with full information pertinent to requirement including any special or extraordinary services needed and also to make available pertinent existing data.

SCOPE OF WORK: Services provided by the Consultant, which are hourly, will be in response to the Client's requests and may consist of the following and other services requested which are not listed below:

1. Provide asbestos consultation.

2. Provide documentation and technical information as needed.

3. Provide asbestos project management personnel.

4. Provide field management services to inspect and document asbestos activity at projects as needed.
COMPENSATION:

The Client agrees to pay the Consultant for services based on the hourly rates listed below plus reimbursable expenses and consultant services as provided herein.

<table>
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<th>Position</th>
<th>Rate</th>
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<tbody>
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<td>Principal</td>
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<tr>
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The above financial arrangements are provided on the basis of payment for services within 30 days of invoice. Consultant Services and Reimbursable Expenses will be charged on the basis of actual cost times a factor of 1.20.

Reimbursable expenses shall include mileage, travel, telephone, special delivery services, photocopying, postage and other miscellaneous expenses authorized in advance and in writing by the Client.

GENERAL:

The Consultant expects to commence services promptly after receipt of the Client's acceptance of this Letter Agreement and the Client's request for specific Work.

Services are to be performed in accordance with industry standards for quality and professional conduct and shall be further governed by the attached General Provisions, which are hereby incorporated by reference into this Letter Agreement. The Client's particular responsibilities are also set forth in the General Provisions.

Any protracted delays for reasons beyond the Consultant's control would result in renegotiation with the Client of the terms set forth under in general conditions. The order of renegotiation would be to establish and compensate for changes in price indices and pay scales applicable to the actual time period of services rendered.

This Letter Agreement and the referenced attachments represent the entire understanding between the Client and the Consultant in respect to the Project and may only be modified in writing, signed by both parties. Acceptance of this agreement will be affirmed by an authorized signature from the Client on this original Letter Agreement and the enclosed copies in the appropriate space. The original and one copy are to be returned to the Consultant. Faxed signatures will be treated as originals.
Very truly yours,

AMERICAN ENVIRONMENTAL SPECIALISTS, CO.

By:  

James F. McClung, Jr.
President

JFM/slk

Accepted this ______ day of ______, 1998

For:  SANTA BARBARA CITY COLLEGE

By:  
()
(Type or print name and title)

Signature
December 3, 1998

Mr. Alex Pittmon, Director of Facilities
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109
(805) 965-0581 x 2295
Fax 966-4806

REGARDING: Administration Building
SUBJECT: Proposal for Emergency Asbestos Mitigation

Dear Mr. Pittmon:

Pursuant to your request, Lee Construction Company proposes the following scope of work:

Remove, transport and dispose of approximately 2,000 square feet of ceiling cement plaster from a second floor hallway corridor located in that section of the premises currently undergoing remodeling. Specific considerations and components of this abatement project include:

Pre-cleaning

- Pre-clean the corridor walls, floors and multi-paned window wall.
- Pre-clean offices and other areas adjacent to and open to the corridor.
- Pre-clean and relocate the general contractor's equipment and materials currently stored in the corridor.

Set-up

- Provide a temporary power generator and distribution system sufficient to energize HEPA vacuums, HEPA exhaust fans, airless sprayers, water heater, sawzalls, lighting, air monitoring equipment, water filtration unit and other equipment. The work will require approximately (12) 20-ampere circuits.
- Construct a three-stage decontamination chamber with airlocks and shower sufficiently large to accommodate twelve to sixteen workers. The shower will be provided with hot and cold water.
Provide temporary toilet for the duration of the work.

Install critical barriers over all openings surrounding the corridor, including the above ceiling areas in the adjacent spaces.

Install double walls and floors constructed of 6-mil poly throughout the corridor. Use disposable drop cloths and replace as necessary to minimize damage or disruption of the poly floors.

Install high-adhesion duct tape at the window walls to provide a reliable bonding surface to attach the poly walls (glass is a difficult substrate to adhere to).

Place warning signs in English and Spanish at all areas where the potential for egress exists.

Removal

Utilizing wet methods, but recognizing that it is difficult to adequately wet the plaster, break initial openings in the cement plaster ceiling in such a manner as to minimize dust and fiber release.

Continue the demolition of the ceiling by cutting the metal lath and tie wires from above, and breaking the ceiling cement plaster in pieces small enough to handle safely.

Provide for continuous cleanup and bagging of cement plaster as the demolition progresses. Keep materials thoroughly wetted throughout the process.

The cement plaster system and underlying lath will be removed in their entirety; the black iron supporting frame will remain in place if easily cleaned or be removed if not, at Lee Construction's option.

Disposal

The demolished materials will be bagged and transported through a bag-out decontamination chamber, where they will be washed and placed in a second bag. The bagged waste will be placed in a lined hazardous waste dumpster, and transported to a landfill properly licensed to receive friable asbestos.
Santa Barbara City College
Administration Building Emergency Abatement
December 3, 1998
Page 3

- waste. Santa Barbara City College will be listed as the generator on the
  Hazardous Waste Manifest, which shall be signed by a duly authorized
  representative of the College.

The construction detail at the window frame edge and corridor wall is unknown
and inaccessible at this time. It appears that the cement plaster ceiling may
extend over, into and partially down the original vertical hallway wall. This
condition may require additional demolition of new or existing walls to complete
the removal of the asbestos-containing cement plaster.

The cement plaster ceiling is directly connected to the window frame running the
length of the corridor, and the newly painted opposite wall. While we will
exercise reasonable care, broken glass, if any, or damage to the wall, must be
repaired by the school or by Lee Construction Company for an additional cost.

Costs and Schedule

The cost to provide the above scope of work is twenty five thousand, six hundred
forty four dollars ($25,644.00). Payment is due upon completion of the work.

The work will require approximately four days to complete. The price includes
the notification fee to the S.B. County Air Pollution Control District. Santa
Barbara City College and the Board of Trustees will be named as Additional
Insured with Lee Construction’s insurance carriers.

Properly trained and certified workers in compliance with statutory regulation will
perform all work.

Respectfully submitted,

Mark B. Lee

525 E. Micheltorena St., Suite 101  Santa Barbara, California 93103  805 966-1480  Fax 805 966-3401  Lic. No. 387660
FOUNDATION FOR INTERNATIONAL EDUCATION
LONDON "WORK FOR CREDIT" PROGRAM AGREEMENT
SUMMER 1999

This program Agreement is made this __________________ day of 1998, by
and between Santa Barbara City College (hereafter referred to as the COLLEGE and
EDUCATION 21st trading as THE FOUNDATION FOR INTERNATIONAL
EDUCATION a not-for-profit organisation having its agent in London (hereafter
referred to as the FOUNDATION).

The Agreement concentrates on core obligations and expectations, while the
accompanying Memorandum of Understanding (MOU) covers operational details as
negotiated and agreed between the parties.

I

The COLLEGE and the FOUNDATION shall establish, conduct and operate a "Work
for Credit" program in London, England, as described in this Agreement. The
COLLEGE’S responsibilities under this Agreement are enumerated in Section II. The
FOUNDATIONS’S responsibilities are enumerated in Section V.

II

The COLLEGE will be responsible for:

A. Recruitment and enrollment of students through the Study Abroad Office
B. Supervision and arrangement for granting of credit as necessary.
C. Providing information on the residential facilities furnished by the
   FOUNDATION. Only in unusual circumstances (family accommodations in
   London) should students be advised to secure their own housing. (See MOU)
D. Collecting of program fees and transfer to the FOUNDATION upon receipt of
   billing

III

The COLLEGE shall have complete authority concerning the academic credit. The
College shall assign or approve faculty members or qualified U.K staff as appropriate
to carry out any academic supervision of their students in London. The
COLLEGE’S Study Abroad Office shall act as the administrative locus for the
operation of the program and will serve as liaison between the COLLEGE and the
FOUNDATIONS office in London.
IV

The COLLEGE agrees not to cancel this Agreement or make alternative arrangements for the program without due cause, giving a minimum of six month’s notice.

V

The FOUNDATION shall be responsible for:

A. Delivery, supervision and management of housing and other amenities (as detailed in the MOU) to students enrolled by the COLLEGE in the program without restrictions on the basis of race, sex, gender, sexual orientation, disability, or national origin, in the program. In the case of disabled access, British laws shall apply.

To ensure this service, though not for the exclusive use of the COLLEGE, FOUNDATION shall supply Student Life staff to supervise residences. These staff members are concerned with non-academic supervision of students.

B. Delivery and management of academic support services, as agreed with the COLLEGE and detailed in the MOU.

C. An Orientation program following arrival as detailed in the MOU.

VI

The FOUNDATION shall operate a Refund and Cancellation Policy as follows:

Refunds other than when a program is cancelled:

- If a student’s application is, because of space limitations or academic ineligibility, returned, a full refund of payment is made.

- If a student withdraws prior to April 15, 1999, full refund will be made less a non-refundable $100 ($35 application and $65 processing fees).

- If a student withdraws after April 15, 1999 for any reason except for documented medical reasons, the $350 deposit and the $100 ($35 application plus $65 processing) fees are forfeited.
- Students withdrawing voluntarily for any reason after full fees have been paid or withdrawing for undocumented medical reasons, receive no refund of fees paid unless they are able to provide a qualified replacement student in which case they receive a full refund of all payments made less the $100 combined application and processing fees.

- In the event of proof of a fully-paid program participant’s serious ill health, death or death of an immediate family member, prior to departure, Foundation guarantees to return 75% of all fees paid.

- Students are permitted to transfer their application subject to any price increases, from one program to a subsequent suitable alternative FOUNDATION program prior to departure. This would not be permitted should the level of transfer from the original program lead to that program’s enrollment levels falling below the agreed minimum number.

- Once the program has started, students withdrawing receive no refund unless the FOUNDATION suspends the program.

Program cancellation:

- It is understood that the COLLEGE will not cancel a program if the target number of students designated in the MOU have been enrolled by April 15, 1999, for the program.

- In the event that the COLLEGE should cancel the program with the minimum required number of students after April 15, 1999, the COLLEGE will be responsible for costs which cannot be recovered by the FOUNDATION. The FOUNDATION will deduct from the student’s fee the irrecoverable costs and will refund the balance of fees paid by the students to the COLLEGE.

VII

The FOUNDATION shall remain bonded and insured during the term of this Agreement with the following minimum coverage:

Underlying limit of liability (combined for both bodily injury and property) $ 1,000,000

Excess Liability Coverage $ 15,000,000

Total Liability Coverage $ 16,000,000

VIII

The FOUNDATION shall comply with all laws applicable to the provision of logistical arrangements required by this Agreement.
IX

No alteration of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. The FOUNDATION shall not assign this Agreement without the written consent of the COLLEGE.

X

All notices required to be served upon the COLLEGE shall be served by registered or certified mail, return receipt requested, to:

Dr Peter Leuner  
Executive Director  
The Foundation for International Education  
3-7 Queen’s Gate Terrace  
London SW7 5PE  
England

XI

Normal rules of negligence shall apply.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the month, day, and year set forth above.

SANTA BARBARA CITY COLLEGE  
THE FOUNDATION FOR INTERNATIONAL EDUCATION Ltd.

By:  
By

As its:  
As its:  
Executive Director

Date:  
Date:

Attest:  
Attest:
MEMORANDUM OF UNDERSTANDING
SANTA BARBARA CITY COLLEGE/ FOUNDATION FOR
INTERNATIONAL EDUCATION
WORK FOR CREDIT PROGRAM IN LONDON
SUMMER 1999

I

This Memorandum of Understanding is signed under the coverage of the general
Contract /Agreement entered into between the above parties:

II

The dates of the 1999 program shall be:

Departing U.S. June 14, 1999
Arriving London June, 15, 1999
Departing London August 12, 1999
Arriving U.S. August 12, 1999

The target enrollment for this program shall be 30 students.

III

A. The COLLEGE shall employ a program brochure and student program
application prepared by both parties in advertising the program. Nothing in
the student program application shall express or imply the COLLEGE'S
responsibility for aspects of the program for which the FOUNDATION is
responsible. The Foundation shall obtain the COLLEGE'S review and
approval of the student program application prior to its publication.

B. Although the COLLEGE is under no obligation to enrol a minimum of number
of students, it will attempt to enrol a minimum of 20 students for the program.

C. The COLLEGE shall confirm the number of students enrolled by notifying the
FOUNDATIONS by April 22, 1999.

D. The COLLEGE shall confirm that the program is operable by April 22, 1999.

E. Student applicants who meet the COLLEGE requirements for admission to the
Work for Credit Program will be accepted and enrolled through the
COLLEGE'S Study Abroad Office, and the COLLEGE shall forward accepted
applications to the FOUNDATION by May 1, 1999.

IV
A. The FOUNDATION shall provide COLLEGE students on this program:

1. Group arrival airport transfer to central London
2. An Orientation Program consisting of:
   • Welcome reception
   • ½ day London sightseeing
   • 1 walking tour
   • 1 day seminar on Britain and the British workplace culture
   • 1 week tube pass
   • 1 cultural event (theatre, concert etc.)
3. Membership in the Imperial College Student Union.
4. International Student Identity Card
5. Access to FOUNDATION Student Life office, computers and e-mail facilities
6. One work-site supervision visit with subsequent written report
7. Two scheduled seminars with/for Work for Credit participants
8. Living accommodations for 8 weeks in the Metrogate Study Center
9. Roundtrip flight from LAX to London on dates specified (with optional extension at additional cost)
10. Official work permit

V

The FOUNDATION shall charge and collect from each student:

$2995 London Program Fees
$150 Refundable Damage Deposit (held by the COLLEGE)

The following reduction shall be made as appropriate

$1280 for students making their own living arrangements in London (see Section II/C of the Program Agreement)

VI

In the event of the U.S. State Department issuing a travel-waring which advises U.S. citizens not to travel to London, or if they are already in London to leave. The FOUNDATION will:

- if the program has not started, cancel the program and refund all fees paid;
- if the program has started, suspend the program. Students will receive a pro-rata rebate of fees paid to the FOUNDATION for the portion of the program not completed, less $100 ($35 application and $65 processing fees), the $350 deposit, a $50 insurance premium, and any costs incurred flying the student home.
Terms of Contract
between
Santa Barbara City College
and the
Foundation For International Education

a. Scope of the Agreement. This agreement shall be interpreted under the laws of the State of California, United States of America, and shall inure to the benefit of the parties hereto, their successors, or assigns. Time shall be of the essence in each term and provision of the Agreement. Any changes, additions, or deletions must be in writing and signed by all the parties hereto or their respective successors in interest.

b. No Assignment/Time or Essence/Heirs and Assigns. This Agreement is for the particular services of The Foundation and shall not be assignable by The Foundation in whole or in part without the prior written consent of District. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto or of any third party beneficiaries of this agreement.

c. Indemnification. The Foundation shall protect, hold harmless, indemnify, and defend District (including its trustees, officers, and employees) from any and all liability as defined in this Paragraph. For purposes of this Agreement, liability means any and all claims, demands, losses, causes of action, suits or judgments of any and every kind including reasonable attorneys’ fees, ("Claims") that any person (Summer Work Abroad participants or Travel Contractor’s employees), or such person’s heirs, executors, against the District, arising out of or in connection with Travel Contractor's activities under this Agreement which give rise to personal injury, accident, illness or death, or any loss or damage to property, or any other claim by any program participant including but not limited to Claims based on Travel Contractor’s failure or refusal to perform in accordance with this Agreement that results from any cause other than the sole negligence of the District.

d. No Modification of Agreement. This Agreement constitutes the full and complete understanding of the parties on the subject, hereof, and supersedes all prior understanding or agreements on that subject. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No prior or contemporaneous agreements representation or understanding between Travel Contractor and any Travel Instructor/Presenter/Guide for any Education Tour/Field Studies trip that are not set forth herein shall be binding upon the District. No waiver, modification or amendment of any provision of this Agreement shall be effective unless it is in writing and signed by a person duly authorized to so sign by the party against whom enforcement of such waiver, amendment or modification is sought in a document that specifically refers to this Agreement.

e. Controlling Law. This agreement is made in California and its terms and conditions shall be construed in accordance with the laws of the State of California, excluding that body of law applicable to conflicts of law. Travel Contractor warrants and agrees that any suit brought by District or any London Summer Work Abroad participant against Travel Contractor based upon this Agreement may be
brought in any California court of competent jurisdiction as to the amount of such claim.

f. **Notices.** All notices required to be served upon Contractor shall be served by registered or certified mail, return receipt requested, to:

    Dr. Peter Leunen  
    Executive Director  
    The Foundation for International Education  
    3-7 Queen's Gate Terrace  
    London SW7 5PE  
    England

All notices served upon SBCC shall be served by registered or certified mail, return receipt requested, to:

    Ms. Carola Smith  
    Santa Barbara City College  
    721 Cliff Drive  
    Santa Barbara, CA 93109

IN WITNESS WHEREOF, the parties listed below have executed this Agreement:

**SANTA BARBARA CITY COLLEGE**  
Title: ____________________________  
Date: ____________________________

**THE FOUNDATION FOR INTERNATIONAL EDUCATION**  
Title: ____________________________  
Date: ____________________________
MASTER AGREEMENT

This Master Agreement ("Agreement") is entered into this 10th day of December, 1998 ("Effective Date") by and between ConSyGen, Inc., an Arizona corporation, with offices located at 152 South 52nd Street, Tempe, AZ 85282 ("CSGI") and Santa Barbara City College (SBCC), a higher education institution, with district offices located at 721 Cliff Drive, Santa Barbara, CA, 93109 ("CUSTOMER").

WHEREAS, CUSTOMER desires to obtain Year 2000 date conversion, Year 2000 compliance appraisal, software conversion, COBOL Level Upgrade or other services from CSGI ("Services"); and

WHEREAS, CSGI is willing to provide such Services to CUSTOMER in accordance with the terms and conditions set forth in this Agreement:

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth and other good and valuable consideration received and to be received, CSGI and CUSTOMER agree as follows:

**ARTICLE 1 - DEFINITIONS**

The following definitions apply to this Agreement:

1.1 "Acceptance" means the approval of a Project milestone pursuant to the terms of this Agreement, the Project Work Plan or the Statement of Work.

1.2 "Appraisal Service(s)" generally means the analysis performed and reports generated relating to CSGI's estimate and scaled ranking of the overall quality of the work performed in a Year 2000 conversion project performed by third party vendors or CUSTOMER's own in-house staff.

1.3 "COBOL Level Upgrade Service(s)" or "COBOL Level Upgrade Project(s)" means the use of the ConSyGen Conversion software conversion toolset to perform software upgrades between COBOL versions.

1.4 "Conversion Software" means, individually or collectively as appropriate, the Software, trademarked as ConSyGen Conversion or ConSyGen 2000, to be used by CSGI or its subcontractors pursuant to this Agreement, for purposes of converting CUSTOMER's programs.

1.5 "Converted Software" means the Source Software after its conversion by CSGI.

1.6 "Deliverable" shall mean an individual project milestone listed in a Statement of Work.

1.7 "Operational Use" means the actual use of the Converted Software by CUSTOMER in CUSTOMER's production environment.

1.8 "Project Team" will include representatives of CSGI and CUSTOMER allocated to the performance of specific tasks during the project. The parties may agree on an overall Project Manager.

1.9 "Project Work Plan" means a formal plan document, in an agreed format, which likely becomes part of a Statement of Work, to be prepared and maintained during a project, and to be used as a basis by the parties for the identification of project tasks and the estimation of project resource requirements and timings.

1.10 "Software Conversion" means the conversion of the Source Software.

1.11 "Source Environment" means the computer hardware on which the Source Software currently operates.

1.12 "Source Software" means those computer programs running in CUSTOMER's current Source Environment, as identified in the Statement of Work.

1.13 "Statement of Work" refers to the applicable Statement of Work agreed to by the parties for a particular Project. Sample Statements of Work for Services are attached as Appendices hereto.

1.14 "Target Environment" means the computer hardware environment on which the Converted Software is to
operate after its conversion, as identified in the Statement of Work. If the project is for Year 2000 Date Conversion only, the Target Environment is the same as the Source Environment.

1.15 "Test Plans" means a structured approach to the testing and, unless otherwise agreed, shall be the responsibility of the CUSTOMER.

1.16 "Work Unit" means a group of CUSTOMER's total programs, to be agreed by the Project Team, to be converted and delivered by CSGI as a single entity.

1.17 "Warranty Period", "Limited Warranty Period" or "Extended Warranty Period" means the period specified in this Agreement during which CSGI is obligated to perform its warranty obligations.

1.18 "Year 2000 Date Conversion" means a conversion by CSGI of identified date fields in CUSTOMER's Source Software.

ARTICLE 2 - PROVISION OF PRODUCTS AND SERVICES - PROVISION OF PRODUCTS AND SERVICES

2.1 Performance of Projects/Scope of Services. CSGI agrees to provide the CUSTOMER the Services under the terms and conditions of this Agreement. The Agreement between CSGI and the CUSTOMER to provide the specific Services shall be called the "Statement of Work" and shall be evidenced by a written, mutually agreed Statement of Work ("Statement of Work"), attached hereto and incorporated herein as an Appendix to this Agreement for each Project. Sample Statements of Work for Services are attached as Appendices hereto.

2.2 Acceptance of Deliverables. CSGI shall notify CUSTOMER of completion of a Deliverable, or shall deliver to CUSTOMER. Where appropriate, CUSTOMER shall test and/or accept the Deliverable and notify CSGI within ten (10) days of such notification or delivery.

2.3 Modification of Services/Change Orders. Change Orders. By providing a written request or change order to CSGI, CUSTOMER may request CSGI perform additional work or initiate changes within the scope of a Statement of Work. A modification or adjustment in price, expenses and/or performance schedule may, at CSGI's option, be required and the parties agree to promptly negotiate the necessary modification or adjustment to the Statement of Work.

By providing a written request or change order to CSGI, CUSTOMER may request CSGI perform different Services, additional work or initiate changes outside the scope of a Statement of Work. If CSGI accepts such written request or change order, a modification or adjustment in price, expenses and/or performance schedule shall be required and the parties agree to promptly negotiate the necessary modification or adjustment to the Statement of Work.

In the event the CUSTOMER orally requests the scope of a Statement of Work be changed, modified or enlarged or that CSGI perform additional or different Services outside the scope of a Statement of Work and the CUSTOMER permits such Services to be performed, the performance of such Services shall be deemed an oral modification of the Statement of Work and shall be governed by the terms of this Agreement and CSGI's then current pricing for such Services.

ARTICLE 3 - WARRANTIES, LICENSES, INDEMNITIES AND LIABILITIES

3.1 Limited Warranty - Year 2000 Date Conversion Projects. CSGI represents and warrants that it shall convert the date fields that have been identified through the ConSyGen 2000 process, according to the conversion rule(s) established or agreed upon by CUSTOMER ("Limited Warranty").

The parties agree that in the event certain date fields are not identified or confirmed through the ConSyGen 2000 process, CSGI will convert the previously unidentified or unconfirmed date fields not so identified and confirmed for 90 days from the Date of Acceptance of the Final Work Unit ("Limited Warranty Period"). CSGI disclaims any liability for the non-conversion of any unidentified or unconfirmed date fields not identified or confirmed within the Limited Warranty Period or for the inaccurate application of a date
conversion rule.

CSGI DOES NOT WARRANT THE QUALITY, ACCURACY AND/OR COMPLETENESS OF ANY DATA CONTAINED IN THE CONVERTED SOFTWARE WHICH WAS CONTAINED IN AND CONVERTED FROM THE SOURCE SOFTWARE OR WHICH WAS SUPPLIED TO CSGI BY CUSTOMER OR ANY THIRD PARTY.

3.2 Limited Warranty - Software Conversion Projects

0.1 Limited Warranty - Software Conversion Projects. CSGI represents and warrants that it shall convert the specified Source Software to operate in the specified Target Environment through the ConSyGen Conversion process ("Limited Warranty").

The parties agree that for a period of 90 days from the Date of Acceptance of the Final Work Unit ("Limited Warranty Period"), the source code of the Converted Software shall be compilable into object code which shall operate in the Target Environment, free of material defects not present in the Source Software and with no less functionality than the Source Software in the Source Environment.

CSGI DOES NOT WARRANT THE QUALITY, ACCURACY AND/OR COMPLETENESS OF ANY DATA CONTAINED IN THE CONVERTED SOFTWARE WHICH WAS CONTAINED IN AND CONVERTED FROM THE SOURCE SOFTWARE OR WHICH WAS SUPPLIED TO CSGI BY CUSTOMER OR ANY THIRD PARTY.

3.3 Exclusive Remedy-Year 2000 and Software Conversion Projects.

In the event of any failure of the Converted Software to conform to the Limited Warranties set forth above, the exclusive remedy of CUSTOMER, and the exclusive liability of CSGI, shall be the prompt conversion of previously unidentified or unconfirmed date fields as stated hereinabove for Year 2000 Date Conversion Projects and/or the prompt correction by CSGI of any identified conversion problems and re-conversion of the applicable portions of the Source Software for Software Conversion Projects. If, after CSGI has exercised the remedy set out herein, the Converted Software is still unable to conform to the Limited Warranty, CUSTOMER's sole and exclusive remedy shall be as follows:

76 Exclusive Remedy. In the event of any failure of the Converted Software to conform to the limited warranty of Article 3.1 set forth herein, the exclusive remedy of SBCC, and the exclusive liability of CSGI, shall be the prompt correction by CSGI of any identified conversion problems or date fields and the re-convert of the applicable portions of the Source Software. In the event of any failure of the Converted Software to conform to the limited warranty of Article 3.2 set forth herein for COBOL Level Upgrade Projects, the exclusive remedy will be limited to the correction of any fatal compile errors or erroneous constructs, and the re-delivery of Converted Software. If, after CSGI has exercised the remedy set out in this Article, the Converted Software is still unable to conform to the limited warranty, SBCC's exclusive remedy shall be as follows:

(a) If the initial Work Unit has not yet been accepted, CSGI will, at CUSTOMER's request, refund all monies paid to date during the project, and the Agreement and project shall be terminated with no further obligation or liability on the part of either party;

(b) If the initial Work Unit has been accepted, CSGI agrees to negotiate with CUSTOMER in good faith to determine an appropriate refund from the monies paid by CUSTOMER to date during the project. In the event that the parties are unable to agree upon an appropriate refund following good-faith negotiation, resort shall be had to the dispute resolution provisions of this Agreement.

THIS REMEDY SHALL BE EXCLUSIVE, AND CUSTOMER SHALL HAVE NO OTHER REMEDY ARISING OUT OF OR RELATING TO CSGI'S CONDUCT WITH RESPECT HERETO.

3.4 Extended Warranty. Upon payment of the required fees by CUSTOMER to CSGI and the fulfillment of any other additional terms of CSGI, the Limited Warranty Period above will be extended for Year 2000 Date Conversion Projects only for a period of 1 year, to commence immediately upon expiration of the Limited Warranty Period herein ("Extended Warranty Period"). All terms, conditions, limitations and exclusions of this Article shall apply through the Extended Warranty Period, subject to the following:

The Extended Warranty may be obtained by CUSTOMER at any time up to the expiration of the Limited
Warranty Period.

3.5 **Limited Warranty - COBOL Level Upgrade.** Subject to the terms herein, CSGI represents and warrants that it will perform software upgrades between certain identified COBOL versions through the ConSyGen Conversion process and shall convert the specified Source Software to operate in the specified Target Environment ("Limited Warranty").

The parties agree that for a period of 90 calendar days from the date of delivery of the Converted Software ("Limited Warranty Period"), the source code of the Converted Software shall be compilable into object code which shall operate in the Target Environment, free of material defects not present in the Source Software and with no less functionality than the Source Software in the Source Environment.

**CSGI DOES NOT WARRANT THE QUALITY, ACCURACY AND/OR COMPLETENESS OF ANY DATA CONTAINED IN THE CONVERTED SOFTWARE WHICH WAS CONTAINED IN AND CONVERTED FROM THE SOURCE SOFTWARE OR WHICH WAS SUPPLIED TO CSGI BY CUSTOMER OR ANY THIRD PARTY**

3.6 **Exclusive Remedy - COBOL Level Upgrade.** In the event of any failure of the Converted Software to conform to the Limited Warranty above, the exclusive remedy will be limited to the correction of any fatal compile errors or erroneous constructs, and the re-delivery of Converted Software. If after CSGI has exercised the remedy set out herein, the Converted Software is still unable to conform to the Limited Warranty, CUSTOMER’s exclusive remedy shall be as follows:

**Exclusive Remedy.** In the event of any failure of the Converted Software to conform to the limited warranty of Article 3.1 set forth herein, the exclusive remedy of NAME, and the exclusive liability of CSGI, shall be the prompt correction by CSGI of any identified conversion problems or date fields and the re-conversion of the applicable portions of the Source Software. In the event of any failure of the Converted Software to conform to the limited warranty of Article 3.2 set forth herein for COBOL Level Upgrade Projects, the exclusive remedy will be limited to the correction of any fatal compile errors or erroneous constructs, and the re-delivery of Converted Software. If, after CSGI has exercised the remedy set out in this Article, the Converted Software is still unable to conform to the limited warranty, NAME’s exclusive remedy shall be as follows:

(a) If the initial Work Unit has not yet been accepted, CSGI will, at CUSTOMER’s request, refund all monies paid to date during the project, and the Agreement and project shall be terminated with no further obligation or liability on the part of either party;

(b) If the initial Work Unit has been accepted, CSGI agrees to negotiate with CUSTOMER in good faith to determine an appropriate refund from the monies paid by CUSTOMER to date during the project. If the parties are unable to agree upon an appropriate refund following good-faith negotiation, resort shall be had to the dispute resolution provisions of this Agreement.

**THIS REMEDY SHALL BE EXCLUSIVE, AND CUSTOMER SHALL HAVE NO OTHER REMEDY ARISING OUT OF OR RELATING TO CSGI’S CONDUCT WITH RESPECT HERETO.**

3.7 **Exclusions.** The warranty remedies above do not apply to any failure of the Converted Software to conform to a Limited Warranty if such failure results from:

(a) modification of the Converted Software by anyone other than CSGI, CSGI contractors, or CUSTOMER employees acting under the direction or instructions of CSGI employees or contractors;

(b) use of the Converted Software in any environment other than as specified in the Statement of Work;

(b) misuse or incorrect use of the Converted Software by CUSTOMER or any malfunction of the hardware on which the Converted Software is operated.

3.8 **No Warranty-Year 2000 Compliance Appraisal.** CSGI makes no express or implied warranties of any type, kind or description relative to Year 2000 Compliance Appraisal services and their performance herein. CSGI DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS OF FOR A PARTICULAR PURPOSE AND NON-
MASTER AGREEMENT

INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR COURSE OF PERFORMANCE.

3.9 Disclaimer. ALL THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR COURSE OF PERFORMANCE.

3.10 Limitation of Liability. IN NO EVENT SHALL CSGI BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED BY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. CSGI SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN THE DELIVERY OR FURNISHING OF ANY DELIVERABLE, WORK UNIT OR THE SERVICES HEREUNDER. THE LIABILITY OF CSGI UNDER THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT (INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY) OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY), SHALL IN NO EVENT EXCEED THE LESSER OF $50,000 OR ALL AMOUNTS WHICH HAVE THERETOFORE BEEN PAID TO CSGI BY CUSTOMER.

3.11 Acknowledgement. CUSTOMER acknowledges that CSGI has set its fees and other charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that these form an essential basis of the bargain between the parties.

3.12 Customer License, Warranty and Indemnity. CUSTOMER represents and warrants that it currently possesses or will obtain all the required and necessary rights, title and interest relative to the Source Software, third party software and programs and all data to permit CSGI to provide the Services it may offer under this Agreement or otherwise. CSGI is hereby granted a non-exclusive, transferable, irrevocable, royalty-free and worldwide license to use and modify the Source Software, third party software, programs and data as necessary and required to provide any and all the Services hereunder.

CUSTOMER shall defend, indemnify and hold CSGI harmless from all demands, claims, legal actions, administrative proceedings, liability, judgments, awards, losses, damages, and expenses (including costs and attorneys' fees) of any kind or nature (collectively "Claims") incurred by CSGI in connection with:

(a) any breach of the representations or warranties above or the nonperformance of CUSTOMER's obligations hereunder, or

(b) any claim, action or proceeding, including but not limited to, patent or copyright infringement or violation of any intellectual property, proprietary or trade secret rights which may be asserted against CSGI by a third party in connection with the performance of any Services hereunder or relating to the licenses granted to CSGI under this Agreement.

3.13 Survivability. The provisions of this Article shall survive the expiration or termination of this Agreement for any reason.

ARTICLE 4 - TERMINATION

4.1 Termination for Cause. Except as otherwise may be provided herein, in the event that either party materially defaults in the performance of any of its duties or obligations set forth in this Agreement, and such default is not substantially cured within twenty (20) days after written notice is provided to the defaulting party specifying the default, then the non-defaulting party may at its option, terminate or suspend performance under this Agreement or the specific Statement of Work to which the breach is attributable.

4.2 Termination for Insolvency or Bankruptcy. Either party may immediately terminate this Agreement by giving written notice to the other party in the event of:

(a) the liquidation or insolvency of the other party;
MASTER AGREEMENT

(b) the appointment of a receiver or similar officer for the other party;
(c) an assignment by the other party for the benefit of all or substantially all of its creditors;
(d) entry by the other party into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, or
(e) the filing of a meritorious petition in bankruptcy by or against the other party under any bankruptcy or debtors' law for its relief or reorganization.

4.3 Termination for Non-Payment. Notwithstanding Section 4.1 above, CSGI may at its option, terminate or suspend performance under this Agreement or a specific Statement of Work if CUSTOMER fails to pay any amounts when due pursuant to this Agreement or the Statement of Work, and such failure continues for a period of ten (10) days after written notice from CSGI.

ARTICLE 5 – DISPUTE RESOLUTION

5.1 Choice of Law and Dispute Resolution. This Agreement is to be governed by and construed in accordance with the laws of the state of Arizona, (USA), excluding conflicts of law provisions. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded.

The parties agree to attempt to settle any dispute or claim arising out of this Agreement through consultation and negotiation in the spirit of mutual friendship and cooperation. If there is a dispute about the interpretation of, or performance under this Agreement, or other claim, serious concern or material issue between the parties regarding, arising from or related to this Agreement, the parties will first negotiate at the project manager level in good faith to resolve the dispute. If the project managers are unable to resolve the dispute, the matter shall then be submitted to a panel of two executives (one executive chosen by each party) with sufficient authority to resolve the dispute. The panel shall promptly meet and/or confer in a good faith effort to resolve such dispute.

If such internal attempts fail, the dispute shall then be submitted to mediation, arbitration, fact-finding or other form of alternative dispute resolution (ADR) in accordance with the then current rules of the American Arbitration Association. All hearings shall be held in Phoenix, Arizona. The costs of such mediation or other ADR procedure shall be shared equally by the parties. Any dispute which cannot be resolved between the parties within six months of the date of the initial demand shall be finally determined judicially. The use of an ADR procedure under this Section shall not be construed (under such doctrines as laches, waiver or estoppel) to have affected adversely either party's ability to pursue its legal remedies.

However, nothing in this Section shall prevent either party from seeking judicial relief if interim resort to court is necessary in the event of a violation of a party's proprietary rights or to otherwise prevent serious and irreparable injury to either party.

IN THE EVENT ANY DISPUTE MUST BE DETERMINED JUDICIA LLY, CUSTOMER HEREBY AGREES TO THE JURISDICTION OF THE COURTS IN THE STATE OF ARIZONA AND WAIVES ANY OBJECTION BASED UPON FORUM NON CONVENIENS WITH RESPECT TO ANY ACTION INSTITUTED. CSGI SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST CUSTOMER IN THE COURTS OF ANY OTHER JURISDICTION CSGI REASONABLY DEEMS NECESSARY TO REALIZE ON ITS RIGHTS UNDER THIS AGREEMENT.

5.2 Attorney's Fees. The prevailing party in any action arising out of this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.
ARTICLE 6- MISCELLANEOUS

6.1 Relationship of Parties. CSGI is performing pursuant to this Agreement only as an independent contractor. Nothing set forth in this Agreement shall be construed to create the relationship of principal, partnership, joint venture, employee or agent between CSGI and CUSTOMER.

6.2 Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Agreement, such notice shall be by personal delivery, by registered or certified mail (return receipt requested, postage prepaid), by a third party courier service where receipt is verified by the receiving party's acknowledgment, or by facsimile transmission, and addressed as follows:

CSGI: ConSyGen, Inc., 152 South 52nd Street, Tempe, AZ 85282, Attn: President.

CUSTOMER: William B. Hamre
Associate Vice President, Information Resources
Santa Barbara City College
Santa Barbara, CA 93109

With respect to notices transmitted via personal delivery or facsimile, notice shall be deemed to have been received on the date that notice is sent. With respect to notices transmitted via registered or certified mail or via third party courier service, notice shall be deemed to have been received seven (7) business days following the date that the notice is sent. Either party may from time to time change its address for notification purposes by giving the other party written notice of the new address and the date upon which it will become effective.

6.3 Severability. If, but only to the extent that, any provision of this Agreement is proven to be illegal, unenforceable, or void, that will in no way impair, affect or invalidate any other provision, and all other provisions of this Agreement will remain in full force and effect.

6.4 Waiver. Any waiver of this Agreement or of any covenant, condition, or agreement to be performed by a party under this Agreement shall only be valid if the waiver is in writing and signed by an authorized representative of the party against which such waiver is sought to be enforced, and shall apply only to the specific covenant, condition or agreement to be performed, the specific instance or specific breach thereof and not to any other instance or breach thereof or subsequent instance or breach.

6.5 Non-Hire Provision. Unless otherwise agreed in a writing signed by both parties, both CUSTOMER and CSGI agree not to solicit or accept for employment any employee of the other during the term of this Agreement and for a period of 6 months thereafter.

6.6 Entire Agreement. This Agreement constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Agreement which are not fully expressed in the Agreement. This Agreement shall not be amended except by a written agreement signed by both parties. Any other terms or conditions included in any other forms utilized or exchanged by the parties shall not be incorporated in this Agreement or be binding upon the parties unless the parties expressly agree in writing or unless otherwise provided for in this Agreement. The headings in this Agreement are included for convenience and shall not be used for the interpretation of this Agreement.

6.7 Delay. A party hereto shall not be liable for a delay in its performance hereunder if such delay is caused by any circumstances beyond its reasonable control and without its fault or negligence. The party whose performance is delayed shall immediately notify the other party verbally and in writing of the delay and the cause thereof, shall take reasonable steps to avoid or remove such circumstance of delay, and shall resume performance whenever such circumstance has been removed or alleviated. Neither party shall be liable to the other for any costs associated with such delay.

In the event such delay extends past 60 days, the parties agree to promptly meet and confer to discuss the issues concerning the continuing delay in performance.
6.8 Assignment. Neither this Agreement nor any interest herein or any rights hereunder may be transferred or assigned (by operation of law or otherwise) nor shall any of the duties of CUSTOMER hereunder be delegated to any person, firm or corporation without the prior written consent of CSGI.

6.9 Confidential Information. "Confidential Information" means confidential or proprietary data or information of either party which is disclosed in oral, written, graphic, machine recognizable, sample or any other form, by one party to the other party and which is clearly designated or marked as confidential or proprietary. In order for information disclosed orally to be considered Confidential Information, it must be identified as confidential at the time of disclosure and shall be confirmed in writing by the disclosing party within thirty (30) days after such disclosure. Notwithstanding anything to the contrary herein, the receiving party shall have no obligation to preserve the confidentiality of any information which was previously known to the receiving party free of any obligation to keep it confidential; is distributed to third parties by the disclosing party without restriction; is or becomes publicly available, by other than unauthorized disclosure by the receiving party; is independently developed by the receiving party; is received rightfully and without confidential limitation by the receiving party from a third party; or is disclosed to a governmental authority lawfully demanding Confidential Information provided that the disclosing party provides prior written notice to the other party and confidentiality is otherwise maintained by the parties after such disclosure.

From time to time during the performance of this Agreement, the parties may deem it necessary to provide each other with Confidential Information. The parties agree:

(1) To maintain the confidentiality of such Confidential Information and not disclose same to any third party, except as authorized by the original disclosing party in writing.

(2) To restrict disclosure of Confidential Information to employees and contractors who have a "need to know." Such Confidential Information shall be handled with the same degree of care which the receiving party applies to its own confidential information but in no event less than reasonable care.

(3) To take precautions necessary and appropriate to guard the confidentiality of Confidential Information, including informing its employees, contractors and agents who handle such Confidential Information that it is confidential and not to be disclosed to others.

(4) That Confidential Information is and shall at all times remain the property of the disclosing party. No use of any Confidential Information is permitted except as otherwise expressly provided herein and no grant under any proprietary rights is hereby given or intended, including any license implied or otherwise.

The receiving party acknowledges that Confidential Information may contain information that is proprietary and valuable to the disclosing party and that unauthorized dissemination or use of the Confidential Information may cause irreparable harm to the disclosing party. Therefore, the receiving party shall take appropriate action, by instruction, agreement or otherwise, with any employee or contractor permitted access to the Confidential Information so as to enable it to hold the Confidential Information in confidence or otherwise satisfy its obligations under this Agreement.

Each party's obligations under this Agreement to keep confidential and restrict use of the other party's Confidential Information shall survive the expiration or termination of this Agreement for a period of three (3) years.

Except as may be required by applicable law, neither party shall disclose to any third party the contents of this Agreement or any amendments hereto without the prior written consent of the other party.
6.10 **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either party from any liabilities or obligations set forth in this Agreement which:

(a) the parties have expressly agreed shall survive any such termination or expiration, or
(b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

6.11 **Rights in Data.** All Services rendered by CSGI under this Agreement and the Deliverables, products or proceeds of such Services, including but not limited to written materials manifested in programs, documentation, disks, and tapes shall belong to CUSTOMER.

This Agreement shall not preclude CSGI from maintaining archived copies of the Deliverables, products or proceeds of Services. Further, this Agreement shall not preclude CSGI from providing like services to other customers or third parties which may result in computer programs and documentation which are competitive to CUSTOMER’s, whether or not such computer programs and documentation are similar to computer programs and documentation which might be developed by CSGI pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date indicated hereinbefore.

ConSyGen, Inc.                                                Santa Barbara City College

By: ______________________________________________________  By: ______________________________________________________

Name: ___________________________________________________  Name: William B. Hamre

Title: _____________________________________________________  Title: Associate Vice President
MASTER AGREEMENT

APPENDIX #1

STATEMENT OF WORK—YEAR 2000 DATE REMEDIATION

Customer or Client/Project: Santa Barbara City College

PROJECT ENVIRONMENT

1. Applications:

All of those programs represented by the information contained in Attachment 1, incorporated in this Appendix. Document was completed by CUSTOMER and was transmitted to CSGI on or about December 2, 1998.

2. Project Size:

Project size is determined by information supplied by CUSTOMER, which is incorporated in this Appendix. Any additional Services required by CUSTOMER will be the subject of separate quotation and agreement between the parties.

Prior to commencement of Services, project size may be varied by agreement between CSGI and CUSTOMER, based on the results of a Cataloging analysis. Should this occur, a change order may be prepared and agreed to by CSGI or CUSTOMER with a statement of revised fees which shall be considered a modification to the Statement of Work.

Project size is:

- Lines of code:
  - Batch COBOL68: 96,124
  - Batch COBOL74: 156,479
  - On-line COBOL74: 252,603

- Number of programs:
  - Batch COBOL68: 1
  - Batch COBOL74: 59
  - On-line COBOL74: 165

- Number of screens:
  - TSM: 1
  - COBOL74: 1

- Number of data structures:
  - IDMS: 1
  - DB2: 1

3. Environments: [if applicable]

- Source Environment:
  - Hardware: HP 927LX, 957
  - Operating System: MPE:IX
  - JCL: N/A
  - Programming Languages: COBOL
  - Database Management System: HP TurboImage
  - Transaction Processing Monitor: N/A
4. Year 2000 Remediation Description

Introduction – The ConSyGen 2000th Remediation Service offering is based on ConSyGen's proprietary toolset used in a tightly controlled methodology. This produces a Year 2000 (Y2k) compliant solution at the application level rather than just at the program level. Single resolution methods, (e.g. windowing or expansion) or combinations of methods can be applied consistently to provide a faster, less costly and more effective solution. The steps in the ConSyGen 2000th Remediation Service and the deliverables are the following:

Catalog - The cataloging of the COBOL code will provide an inventory report that identifies the following by name and accurate line count (blanks and comment lines not counted for pricing purposes):

- Control files
- Programs - Batch/Online
- Copy/Include files
- Schemas/Subschemas

Origin Identification – The code scan process will examine all of the COBOL source code in order to determine sensitive date referencing statements contained within the programs. Once a potential date field is identified, the toolset will trace all other fields related to the identified field. All fields in this cross-reference "chain" are flagged for application of a common conversion rule and the originating field (the "origin") is identified and reported for the subsequent Confirmation process.

Windowing Solution
Sample date sensitive referencing statements that will be identified are the following:
- Sequencing items [keys]
- Conditional references [< or >]
- Comparison of YY items to 00 to 99
- Arithmetic statements
- Hard coded century values

Expansion Solution
- All dates are expanded in storage to include the century value
- All logic involving dates are examined and corrected

Confirmation – Until reviewed as true dates, identified origin fields are classed as "candidate dates". During this process, each identified origin field will be analyzed to determine whether it is a true date; after positive confirmation, a standard client-agreed upon conversion rule will be propagated to each date field within the entire cross-reference chain.

Remediation Process – The above processes have provided confirmation of all date origins and the rules by which date fields cross-referenced to those origins will be transformed during conversion (windowing or expansion). All affected control programs, source programs, and copy members will be changed and a full set of native source entities will be generated by the toolset for transmission to the client. If required migration utilities for data files and replacement schema and sub-schema will be provided for the database.

Project Deliverables – Y2k compliant code will be returned to the client for compilation and testing. Reports from the phases of the project outlined above will be delivered during the course of the project.

5. CSGI Project Responsibilities:

a) Cataloging Exercise and production of Dependency and Scope Confirmation Reports;

b) Provision of reports and facilities to assist in identification and resolution of all date occurrences;

c) Automated conversion of all date occurrences identified and confirmed in the cataloged programs, files and databases to an agreed millennium-compliant format. The standard for date conversions will be windowing for files and programs and the introduction of standard windowing for screens;

d) Supply of replacement data definitions and re-population programs as required to facilitate client data
MASTER AGREEMENT

conversion;

e) Knowledge transfer, as appropriate, from CSGI specialist technical staff;

f) Provide standard and/or extended warranty.

6. CUSTOMER Project Responsibilities:

a) Project planning and administration;

b) Delivery to CSGI of all required application source entities and information;

c) Review of Dependency and Scope Confirmation Reports;

d) Response to generated candidate Origin Date screens or reports, and to Cross-reference Dates as appropriate;

e) Identification of current date storage formats for all dates to be stored when requested by CSGI.

f) Definition of Work Units;

(g) Preparation of Work Unit Test Plans;

h) Preparation of Test environment;

i) Data extraction and loading to facilitate preparation of application database and files for migration;

j) Testing on delivered Work Units.

7. Work Delivery Schedule:

Final details of Work Unit contents and estimated Delivery schedules will be agreed between the parties within the Project, and will be documented in the Project Work Plan.

FEES, EXPENSES AND PAYMENT TERMS

8. Fees and Payment Terms:

The initial fees for this Project shall be $ 60,000. The final total fees for this Project however will be based on the total number of lines ultimately delivered to CSGI. Line counts will not include comments or blank lines. System sizing line counts will be confirmed by CSGI during the Project. Confirmed line counts which vary from the original estimates may require a price modification and/or other adjustment to the Statement of Work.

Payment for Year 2000 Conversion Services shall be due net 10 days from delivery by CSGI of the deliverables to the CUSTOMER.

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<th>Inv. #</th>
<th>Process &amp; Deliverables</th>
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<th>Inv. Amt</th>
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<td>50%</td>
</tr>
<tr>
<td></td>
<td>CSGI task Deliver Work Units</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Client task Acceptance Test (30 days each)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
If CUSTOMER requests the establishment of a credit line or other payment terms, CSGI may require periodic financial information about CUSTOMER's operations in order to evaluate the feasibility of establishing such terms. In that event, CUSTOMER agrees to provide CSGI with all such information as CSGI may reasonably request.

Any credit CSGI may advance to CUSTOMER is based upon CSGI's evaluation of CUSTOMER's financial condition and prompt payment history. Any amount due which CUSTOMER has not paid CSGI by its due date shall be considered delinquent. In that event, CSGI may, at its option withdraw further credit, suspend performance, cancel any outstanding orders, require CUSTOMER to make full or partial payment in advance and/or post an appropriate letter of credit. In addition, CUSTOMER agrees that on any delinquent amounts, CSGI may collect from CUSTOMER all costs (including reasonable attorneys fees) incurred to collect overdue charges, plus a late-payment charge on the unpaid balance at the maximum rate permitted by law.

9. Project Expenses:

In addition to Project fees, CUSTOMER agrees to pay CSGI for project related expenses, including but not limited to, approved project communications expenses (e.g., communications lines, media delivery, etc.), approved project-related travel and living expenses. CUSTOMER also agrees to pay CSGI as may be authorized and agreed at its then current rate schedule for time and material and minimum payments, except that all fees, rate classifications, and minimum hours are subject to modification by CSGI at any time. All CSGI invoices are payable on a net 10 day basis.

10. Applicable Taxes:

In addition to all fees and expenses payable under this Agreement, CUSTOMER shall pay any and all taxes based on such fees and charges under this Agreement or the Services rendered hereunder, regardless of how designated or levied, or whether so incurred or paid during or after the termination of this Agreement, including but not limited to state and local sales, privilege or excise taxes based on gross revenue, but excluding taxes based on net income.
RESOLUTION OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Re: DELEGATION OF GOVERNING BOARD POWERS/DUTIES (Ed. Code Section 70902)

WHEREAS, Education Code Section 70902 provides that "Wherever in this section or any other statute a power is vested in the governing board, the governing board of a community college district, by majority vote, may adopt a rule delegating the power to the district's chief executive officer or any other employee or committee as the governing board may designate . . . .," and

WHEREAS, Education Code Section 70902 further provides that ". . . the governing board shall not delegate any power that is expressly made nondelegable by statute." And "Any rule delegating authority shall prescribe the limits of the delegation," and

WHEREAS, the Governing Board of the Santa Barbara Community College District recognizes that while the authority provided in Education Code Section 70902 authorizes the Board to delegate its vested powers, the Governing Board retains the ultimate responsibility over the performance of those vested powers.

NOW, THEREFORE, BE IT RESOLVED that in accordance with the authority provided in Education Code Section 70902, the Governing Board of the Santa Barbara Community College District hereby delegates to the following officers or employees of the District, the authority to act in consultation with the Superintendent/President on its behalf in performance of the duties and powers granted to the Board by law as indicated below and subject to the following limitations and restrictions:

Authorized District Officer: Charles L. Hanson, Vice President, Business Services
Delegated Powers: Ability to make budget revision to revenue and expenses and to transfer cash between funds
Limitations and Restrictions: Revisions must be ratified at the ensuing Board meeting.

Authorized District Officer: David L. Pickering, Controller
Delegated Powers: Ability to make budget revision to revenue and expenses and to transfer cash between funds
Limitations and Restrictions: Revisions must be ratified at the ensuing Board meeting.

Authorized District Officer: Sharon R. Coffield, Fiscal Manager
Delegated Powers: Ability to make budget revision to revenue and expenses and to transfer cash between funds
Limitations and Restrictions: Revisions must be ratified at the ensuing Board meeting.

PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College District this 12th day of December 1998 by the following vote:

Ayes: Dr. Alexander, Dr. Dobbs, Ms. Livingston, Mr. Luria, Mr. O'Neill, Mr. Villegas
Noes: None
Absent: Mrs. Powell
Concur: Mr. Ferguson

Dr. Peter R. MacDougall
Superintendent/President and
Secretary/Clerk to the Board of Trustees

CLH:ba
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

WHEREAS, additional general fund revenue not included in the 1998-1999 Adopted Budget has been received and needs to be appropriated to the reserve for contingencies (object 7900), or other accounts, and

WHEREAS, under the provisions of Education Code Sections 85200 and 85210, such action may be taken by written resolution of the governing board;

NOW, THEREFORE, BE IT RESOLVED, that the County Superintendent of Schools and County Auditor be authorized and directed to increase the revenue and appropriations as shown below.

<table>
<thead>
<tr>
<th>Program</th>
<th>Fund</th>
<th>Object</th>
<th>Amount</th>
<th>Fund</th>
<th>Object</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drop Fees</td>
<td>9610</td>
<td>8889</td>
<td>$ 700</td>
<td>9610</td>
<td>7900</td>
<td>$ 700</td>
</tr>
<tr>
<td>Internation Application Fees</td>
<td>9610</td>
<td>8889</td>
<td>$14,000</td>
<td>9610</td>
<td>7900</td>
<td>$14,000</td>
</tr>
<tr>
<td>Transcripts</td>
<td>9610</td>
<td>8890</td>
<td>$27,000</td>
<td>9610</td>
<td>7900</td>
<td>$27,000</td>
</tr>
<tr>
<td>NSF Checks Redeemed</td>
<td>9610</td>
<td>8890</td>
<td>$300</td>
<td>9610</td>
<td>7900</td>
<td>$300</td>
</tr>
<tr>
<td>Class Audit</td>
<td>9610</td>
<td>8890</td>
<td>$2,000</td>
<td>9610</td>
<td>7900</td>
<td>$2,000</td>
</tr>
<tr>
<td>Subpoenas</td>
<td>9610</td>
<td>8890</td>
<td>$250</td>
<td>9610</td>
<td>7900</td>
<td>$250</td>
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<tr>
<td>ID Cards</td>
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<td>8890</td>
<td>$1,650</td>
<td>9610</td>
<td>7900</td>
<td>$1,650</td>
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<tr>
<td>NSF - Service Charge</td>
<td>9610</td>
<td>8890</td>
<td>$1,700</td>
<td>9610</td>
<td>7900</td>
<td>$1,700</td>
</tr>
<tr>
<td>Theatre Fees</td>
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<td>8890</td>
<td>$59,000</td>
<td>9610</td>
<td>5000</td>
<td>$59,000</td>
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<tr>
<td>Bio Med Kit Fees</td>
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<td>8890</td>
<td>$2,000</td>
<td>9610</td>
<td>4000</td>
<td>$2,000</td>
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<tr>
<td>SBCC Class Schedules</td>
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<td>8898</td>
<td>$9,000</td>
<td>9610</td>
<td>7900</td>
<td>$9,000</td>
</tr>
<tr>
<td>Foster Care Education Program</td>
<td>9610</td>
<td>8625</td>
<td>$1,672</td>
<td>9610</td>
<td>6000</td>
<td>$1,672</td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED BY THE Board of Trustees of the Santa Barbara Community College District on the 10th day of December, 1998, by the following vote:

Ayes: Dr. Alexander, Dr. Dobbs, Ms. Livingston, Mr. Luria, Mr. O'Neill, Mr. Villegas
Nones: None
Absent: Mrs. Powell
Concur: Mr. Ferguson

Dr. Peter MacDougall
Superintendent/President and Secretary/Clerk to the Board of Trustees
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

WHEREAS, the Santa Barbara Community College District Board of Trustees adopted on August 27, 1998, its budget for the fiscal year, and

WHEREAS, categorical revenue account codes need to be modified to conform to the Chancellor's Office Budget and Accounting Manual, and

WHEREAS, routine budget transfers between major objects have been requested by department chairs to better meet changing fiscal needs,

NOW, THEREFORE, BE IT RESOLVED that budget transfers be made resulting in the net effect as shown:

To reclassify revenue account codes to be aligned with Chancellor's office accounting manual.

<table>
<thead>
<tr>
<th>INCREASE</th>
<th></th>
<th>DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FUND</td>
<td>OBJECT</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>9610-12</td>
<td>8120</td>
<td>$44,343.00</td>
</tr>
<tr>
<td>9610-12</td>
<td>8195</td>
<td>$684,221.00</td>
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<tr>
<td>9610-12</td>
<td>8199</td>
<td>$43,060.00</td>
</tr>
<tr>
<td>9610-12</td>
<td>8620</td>
<td>$46,649.00</td>
</tr>
<tr>
<td>9610-12</td>
<td>8621</td>
<td>$15,082.00</td>
</tr>
<tr>
<td>9610-12</td>
<td>8622</td>
<td>$93,523.00</td>
</tr>
<tr>
<td>9610-12</td>
<td>8623</td>
<td>$3,561.00</td>
</tr>
<tr>
<td>9610-12</td>
<td>8625</td>
<td>$43,301.00</td>
</tr>
<tr>
<td>9610-12</td>
<td>8628</td>
<td>$7,005.00</td>
</tr>
<tr>
<td>9610-12</td>
<td>8629</td>
<td>$35,360.00</td>
</tr>
<tr>
<td>9610-12</td>
<td>8650</td>
<td>$129,804.00</td>
</tr>
<tr>
<td>9610-12</td>
<td>8655</td>
<td>$34,999.00</td>
</tr>
<tr>
<td>9610-12</td>
<td>8657</td>
<td>$1,720.00</td>
</tr>
<tr>
<td>9610-12</td>
<td>8835</td>
<td>$11,292.00</td>
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<td>9610-12</td>
<td>8876</td>
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<td>9610-12</td>
<td>8881</td>
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<tr>
<td>9610-12</td>
<td>8893</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

$1,537,457.00 $1,537,457.00
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

To cover unrestricted expenses:

<table>
<thead>
<tr>
<th>FUND</th>
<th>OBJECT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>9610-11</td>
<td>5000</td>
<td>$7,065.00</td>
</tr>
<tr>
<td>9610-11</td>
<td>6000</td>
<td>$8,150.00</td>
</tr>
<tr>
<td>9610-11</td>
<td>7600</td>
<td>$4,000.00</td>
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</tbody>
</table>

$19,215.00

<table>
<thead>
<tr>
<th>FUND</th>
<th>OBJECT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>9610-11</td>
<td>1000</td>
<td>$2,737.00</td>
</tr>
<tr>
<td>9610-11</td>
<td>2000</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>9610-11</td>
<td>4000</td>
<td>$10,478.00</td>
</tr>
</tbody>
</table>

$19,215.00

To cover restricted expenses:

<table>
<thead>
<tr>
<th>FUND</th>
<th>OBJECT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>9610-12</td>
<td>6000</td>
<td>$108,315.00</td>
</tr>
<tr>
<td>9610-12</td>
<td>7500</td>
<td>$428,123.00</td>
</tr>
<tr>
<td>9610-12</td>
<td>7900</td>
<td>$238,714.00</td>
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</table>

$775,152.00

<table>
<thead>
<tr>
<th>FUND</th>
<th>OBJECT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>9610-12</td>
<td>1000</td>
<td>$24,044.00</td>
</tr>
<tr>
<td>9610-12</td>
<td>2000</td>
<td>$118,762.00</td>
</tr>
<tr>
<td>9610-12</td>
<td>3000</td>
<td>$62,642.00</td>
</tr>
<tr>
<td>9610-12</td>
<td>4000</td>
<td>$4,136.00</td>
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<td>9610-12</td>
<td>5000</td>
<td>$206,257.00</td>
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<tr>
<td>9610-12</td>
<td>7600</td>
<td>$359,311.00</td>
</tr>
</tbody>
</table>

$775,152.00

PASSED AND ADOPTED BY THE Board of Trustees of the Santa Barbara Community College District this 10th day of December, 1998, by the following vote:

Ayes: Dr. Alexander, Dr. Dobbs, Ms. Livingston, Mr. Luria, Mr. O'Neill, Mr. Villegas

Noes: None

Absent: Mrs. Powell
Concur: Mr. Ferguson

Dr. Peter MacDougall
Superintendent/President and Secretary
Clerk to the Board of Trustees

Item 5.2-c
Page 2 of 2
12/10/98
Change Order

AIA Document G701 - Electronic Format

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PROJECT:
(name, address)
ADMINISTRATION BUILDING TECHNOLOGIES
REMODEL, SANTA BARBARA CITY COLLEGE
721 CLIFF DRIVE, SANTA BARBARA, CA 93109

TO CONTRACTOR:
(name, address)
GOODRICH-BAAS & ASSOCIATES
P.O. BOX 50352
SANTA BARBARA, CA 93150
The Contract is changed as follows:
See Attachment to Change Order No. 15R dated 12/1/98.

CHANGE ORDER NUMBER: 15R
DATE: 12/1/98
ARCHITECT’S PROJECT NO: 91-31 Ib
CONTRACT DATE: 1/8/98
CONTRACT FOR:

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was
Net change by previously authorized Change Orders
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased)
(unchanged) by this Change Order in the amount of
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be

The Contract Time will be (increased) (decreased) (unchanged) by (0) days.
The Date of Substantial Completion as of the date of this Change Order therefore is December 12, 1998 for Areas 1 & 2; and April 16, 1998 for Areas 3 & 4.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed maximum Price which have been authorized by Construction Change Directive.

ARCHITECT
Kruger Bensen Ziemer Architects
Address
30 West Arrellaga Street
Santa Barbara, CA 93107
BY: ________________
DATE: 11/30/98

CONTRACTOR
Goodrich-Baas & Associates
Address
P.O. Box 50352
Santa Barbara, CA 93150
BY:
DATE:

OWNER
Santa Barbara City College
Address
721 Cliff Drive
Santa Barbara, CA 93109
BY:
DATE:

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Electronic Format - G701-1987


Item 5.2-d
Page 1 of 2
12/10/98
## SANTA BARBARA CITY COLLEGE
### ADMINISTRATION BUILDING TECHNOLOGIES REMODEL

**ATTACHMENT TO CHANGE ORDER NO. 15R**  
12/1/98

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Additional Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item No. 1:</td>
<td>Per C.E.R. #41R – Install Owner supplied view panel in rooms per AR-23 dated 5/14/98.</td>
<td>Add $994.</td>
</tr>
<tr>
<td>Item No. 2:</td>
<td>Per C.E.R. #43R – Provide air freight and Goodrich/Baas overhead &amp; profit which was inadvertently omitted on C.E.R. #43 of Change Order #10.</td>
<td>Add $2,470.</td>
</tr>
<tr>
<td>Item No. 3:</td>
<td>Per C.E.R. #59 - Relocate Door 2.14 as requested by Nursing Staff and reviewed by Administration.</td>
<td>Add $5,968.</td>
</tr>
<tr>
<td>Item No. 4:</td>
<td>Per C.E.R. #63 – Remove concrete over spill of the existing concrete footings which was discovered in the excavating and grading and will be in the way of the new covered walk.</td>
<td>Add $1,918.</td>
</tr>
<tr>
<td>Item No. 5:</td>
<td>Per C.E.R. #65 – Re-route and reconnect existing electric conduit found in wall where new Door 2.24 is being located.</td>
<td>Add $878.</td>
</tr>
<tr>
<td>Item No. 6:</td>
<td>Per C.E.R. #66 - Re-work existing stud wall and new stud wall to accommodate new Door 2.24, as required by field condition.</td>
<td>Add $575.</td>
</tr>
<tr>
<td>Item No. 7:</td>
<td>Per C.E.R. #69 - Buy back temporary doors installed in X-Ray Area which were inadvertently painted for House Opening Reception.</td>
<td>Add $1,192.</td>
</tr>
</tbody>
</table>

**Total**: $13,995.

END OF ATTACHMENT TO CHANGE ORDER NO. 15R