ABRAHAM, Charles  CARMONA, Oscar  EMBREE, Gail
ALLEN, Archie  CARTY, Robert  ENGLISH, Sema
ALPERT, Richard  CHAPMAN, Chris  ENTESHARI, Fariba
ANDERLE, June  CHRISTENSEN, June  ERB, Ann
ANDERSON, Jan  CLARE, Joan  ERDMAN, Duane
ANDERSON, Richard Bruce  CLAYTOR, Ryan  ESCOBEDO, Juan
ARENSON, Gloria  CLEARY, Lori  ESCOTO, Dorothea
ARMSTRONG, James  CLOUD, Janice  ESTER, Joyce
ARREDONDO, Cynthia  COCKRUM, Carol  FALLERT, Joan
ATKINS, Dallas Leigh  COLLINS, Kim  FAULKNER, Bob
ATKINSON, Terry  CONTEY, Carrie  FEENEY, Daniel
ATWATER, Regine  CONWAY, Timothy  FERRER, Mark
AZIZ, Anne  COOK KIGHT, Janice  FERRI, Rita
BADRAK, Kathy  COOK, Christopher  FICKLIN, Carrala
BAHENA, Norma  COOPER, Terri  FIELD, Miranda
BAILON, Abelino  CORCORAN, Kimberly  FINELL, Karen
BARRETT, Carolyn  CORNEJO, Gerardo  FINN, Richard
BARRETT, Lyman  CORRIGAN, Gerald  FINSTEN, Jill
BASILE, Renee  COULTER, Rica  FISHER, Glory
BE, Wanda  COX, Victoria  FLANAGAN, Elizabeth
BEACHAM, Mary  CRANER, Rogers  FLOYD, Mary Alice
BEANAN, Rita  CRAWFORD, Robert  FORBES, Mary
BEAMER, David  CRICKETTE, Maria Elena  FORD, Maryah
BENNETT, Esther  CRONKITE, Robert  FORKUSH, Susan
BENZ, Dyrian  CUNNINGHAM, Angela  FOSS, Celia
BERGSTROM, Debra  CUNNINGHAM, Kevin  FOWLER, Martin
BERRY, Glenn  DAILY, Janice  FOY, Catherine
BIJOU, Jude  DANIEL, John  FREDENBURG, Frankie
BLAKE, Michi  DAVIS, Rebecca  FREEMAN, Fred
BLAKLEY, Bonnie  DEAN, Danyel  FRENCH, Gerri
BOBAN, Janet  DEBIN, David  FRIEDRICHSEN, Robert
BOLLAY, Melody  DECKER, Beverly  FROLLI, Marty
BOLTON, Blanca  DEMOULPIED, Earlene  FRYER, Laurel
BOWMAN, Raymond  DENKE, Debbie  FUENTES, Leticia
BRADEN, Susan  DESALES, Gloria  FURNISH, Naomi
BRAIDEN, Margaret  DHIRAJLAL GOVINDJEE,  FUSSELL, Valori
BREEDON, Deborah  Nimita  GADSBY, Lois
BROCK, Patsy  DIAMOND, A.R. Pete  GAINES, Allen
BROOKS, Judi  DOIRON, Diane  GAINE, Janice
BROWDY, Karen  DOUGLASS, Rhonda  GALINDO, Alison
BROWN, Mary  DOWNING, Susan  GARCIA, Maria Clara
BURTNESS, Robert  DRURY, Michael  GARDNER, Jean
CADY, George  DUARTE, Amparo  GARDNER, Sharon
CALDER, Joan  DUNLAP, Mark  GEIS, Michael
CALDERON, Fernando  DUNN, Deborah  GENERA, Donna
CALDWELL, Helen  EBNER, Cy  GERRY, Janis
CALIO, James  EDWARDS, Eldon  GILCHRIST, Elizabeth
CAPLAN, Phyllis  EGGLI, Norma  GILLES, Joy
GIORDANO, William
GIUFFRE, Karen
GLENN, Marti
GODWIN STEWARD, Maggie
GOODNICK, Billy
GORDON, Nicola
GOULD, Karsen
GRAFFY, Erin
GRAHAM, Janet
GRAVES, Kelly
GREEN, Doris
GRUA, Michael
GUNThER, Joan
GUTSHALL, Norman
HALE, Helena
HAMLIN, Beatrice
HANDLEY, John
HANSEN, Jorgen
HANSEN, Ranell
HARRINGTON, Bridget
HENDERSON, Tom
HENDRY, Norm
HERRON, Elizabeth
HERSH, Stephanie
HILL, Lori
HOBBSINS, Julie
HOFMANN, Fred
HOLLINGSWORTH, Stan
HORNICK, Beverly
HORNICK, Charles
HOSPODAR, Miriam
HUNGETT, Holly
HURLEY MONTROSS, Sharon
HURST, Alan
HURTADO, Carlos
HUTTERER, Nancy
IBARRA, Vesna
ILOVSKY, Susan
IWERKS, John
JARROTT, Len
JEWESSON, Ken
JIMENEZ, John
JOHN, Jean
JOHNSON, LaRae
JONES, Monica
JORGENSEN, Susan
KALISHER, Murray
KALLY, Steve
KARLE, Alice
KARPELES, Marsha
KARPPINEN, Linda
KASTNER, Linda
KATZ, Gail
KEARSLEY, Karen
KELLEY, John
KELLY, Brianna
KENNEDY, Sharon
KINNELL CARTY, Susan
KIRSCH, Eric
KIRSCH, Satya
KLIMAN, Wayne
KNOWLES, Penny
KOENIG, Vicki
KOLENDRIANOS, Andriana
KORNBLUTH, Story
KROES-GEE, Lisa
KUNTZ, Linda
KWAKO, James
LANDER, Laurence
LANE, Margaret
LAUB, David
LAULA, Molly
LAYTON, Elizabeth
LEAR, Kathleen
LEAVITT, Jane
LEE, Kelly
LENTZ, Joan
LEVASSEUR, Elaine
LEVINE, Ruth
LEVINE, Stuart
LEWIS, Dale
LICHTMAN, Stuart
LINKER, Gary
LOCKE, Angela
LOEBMAN, Barbara
LOPEZ, Lynn
LORBER, Janice
LOWENKOPF, Anne
LOYA, David
LUBACH, Don
LUCIUS, LaNell
LUNDY, A.L.
LYONS, Kendall
MAENO, Itoko
MAES, Luc
MALVINNI, David
MARIPOSA, Virginia
MARriott, Nancy
MARTIN, Jeanne
MARTIN, Ted
MARTINEZ, Maria Inez
MARTORANA, Joseph
MATHERS-WINN, David
MATOSIAN, Marlene
MAUTONE, Patricia
MCCARTY, Wendy Anne
MCCLAUGHERY, Anne
MCCLURE, Gwendolyn
MCCURRY, Jennifer
MCGUIRE, Robert
McINTYRE, Martha
MCINTYRE, Martha
MCMAHON, Lori
MCMAHON, Robin
MCNALLY, Brian
MCNEELY, Suzanne
MCPHERSON, Paule
MCWILLIAMS, Joyce
MENORA-GARCIA, Yolanda
MEEK, Brian
MELOY, Helen
MESSIER, Mary
METHNER, Kerry
MEYERS, Keith
MICHELS, Richard
MILLNER, Cork
MILLNER, Lynda
MIRANDA, Josue
MODJESKI, Roger
MOLHOLM, Cathy
MOLINA-PHILLIPS, Dinorah
MOLLOR, Gayle
MOLONEY, Kathleen
MORRISON, Laura
MULHOLLEN, Cindy
MUSTACICH, Jeanette
NARDINI, Luisa
NAVAR, Isabelle
NEARY, James
NELSON, Carol Henderson
NELSON, Lars
NEWCOMB, Charles
NIEDERER, Margot
NIELSEN, Roberta
NOSS, Carl
NUnez, Adrienne
O'CONNOR, Kathleen
OHLEN, Woody
OLIVAS, Jan
OTA, Marsha
OTT, Kristin
OUWEHAND, Terre
PACHECO, Leonard
PACKWOOD, Paula
PALAFOX, Miguel
PARKER, Shirley
PATTEN, Lucinda
PAULSON, Carolyn
PAYE, Kari-Unn
PEDERSEN, John
PERE DE LA CABADA, Rafael
PEREZ, Rudolph
PEYRAT, Gloria
PICKERING, Dottie
PIERSKALLA, Betty
PINI, Deanna
POLSKY, Abe
POTTER, Laurie
PRICE, Regina
QUIEL, Cathy
RANGEL, Vivian Vega
RAPP, Stephanie
READ, Janet
REARDON, Sue
REID, John
REMPE, Cathy
RETZINGER, Suzanne
REYNOLDS, Robert
RIBET, Mary
RICHTER, Rolf
RIDLING, Curtis
RIESEN, Margaret
RIFFLIE, Dianne
RIVERO, Elvia
ROBERTSON, Kaaren
ROBINSON, Vicki
ROBLEDO, Alma
ROCKETT, Edward
RODARTE-VENEGAS, Marisol
ROLLINS, Laurence
ROMAN, Nancy
ROSENBLUM, Marsha
ROSS, Karen
ROTZ, Roland
RYAN, Susan
SACHS, Barbara
SAENGER, Sally
SALLADE, Susan
SANCHEZ, Luis
SANDEFUR, Paula
SANGER, Judy
SATTLER, Jill
SAUNDERS, Thomas
SAYERS, Bernie
SCHERTZ, Ed
SCHERZ, Ann
SCHIFFER, Kim
SCHMID, Natalie
SCHOEFF, Marie
SCHUELER, Pamela
SCHULD, Jennifer
SELTZER, Merlyn
SHERMAN, Marcia
SHERMAN, Robert
SHERMAN, Spencer
SHIROKOW, Kerstin
SILSBURY, Kate
SMITH, Charlotte
SMITH, Sid
SMITH, Stephen
SNIDER, Myron
SNOW, Lee Erlyn
SOBELL, Laura
SOLTER, Aletha
SORROW, Rodger
SPARKMAN, Janita
SPIRKA, Fredda
SPRENGER, Christine
STANLEY, Carl
STARK, Lynne
STATUCKI, Marilyn
STAUB, Bill
STEPPUTAT, Arlene
STERN, Michael
STICH, Rick
STOCKTON, Bayard
STODDARD, Ellen
STOFFERS, Patricia
SWANSON, Lydia
TAMIACCHIO, John
TENTLER, Hillary
THIELMANN, Susie
THOMAS, Rose
THOMSEN, Genie
TIMLIN, Sally
TOMPKINS, James
TORRES, Carmen
TORRES, James
TRANTOW, Betty
TREMGLAY, Geraldine
TROXEL, David
UNDERWOOD, Rilla
UNDERWOOD, Val
UNKER, Duane
VAN STEIN, Thomas
VANHECKE, Lorraine
VIAU, Beverly
VILLA, Ted
VOLNER, Patricia
VON BIEBERSTEIN, Marshall
WAKITA, Takako
WARD, Eugene
WARRREN, Jeffrey
WAVE, Rebecca
WAYNE, Marsha
WEDOW, Suzanne
WEINREB, Everett
WHEELER, Stephen
WILEY, John
WILSON, Paige
WINDOM, Sharon
WOLF, Laurie
WOLFF, Lani
WOOD, Charles
WOOD, Patricia
YAMAMOTO, Nobu
YBARRA, Sharon
YEE, Michael
YOUNG, Willa
ZIMMERMAN, Sui
ZITTEL, Herman
ZUK-PLAMONDON, Meriann

*Not to exceed 60% including any Credit Division assignment
<table>
<thead>
<tr>
<th>NAME</th>
<th>DISCIPLINE</th>
<th>BACKGROUND</th>
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<tbody>
<tr>
<td>BENNETT, Nicole</td>
<td>E.S.L.</td>
<td><strong>EDUCATION:</strong> M.A. Teacher of English as a Second Language, School of International Training, Vermont (Pending), 1998 B.A. International Regional Studies, 1994 University of the Pacific, Stockton, California</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>EXPERIENCE:</strong> 10/01-present: Teacher, ESL, Allan Hancock Community College 7/00-present: Director of Courses, English Language Center, Santa Barbara 10/95-7/99: Teacher, ESL, Morocco</td>
</tr>
<tr>
<td>BRINKMAN, Debra</td>
<td>English</td>
<td><strong>EDUCATION:</strong> M.A. Journalism, University of Montana 1993 B.A. Biology, University of California, Santa Barbara, 1980 A.A., Music, Santa Barbara City College, 2000</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>EXPERIENCE:</strong> 1994 (one semester): associate lecturer, English, University of Wisconsin (4 classes) 1992-93: taught two semesters of freshman composition, University of Montana</td>
</tr>
<tr>
<td>DALTON, Stephen</td>
<td>History (History of Latin America)</td>
<td><strong>EDUCATION:</strong> M.A. Spanish, University of California, Santa Barbara (UCSB), 2001 B.A. Economics, University of Chicago, 1985 37 credits, Spanish major, University of California, Berkeley</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>EXPERIENCE:</strong> 9/97-3/00: teaching assistant, Dept. of Spanish &amp; Portuguese, UCSB 3/00-6/01: teaching assistant, Dept. of Black Studies, UCSB</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mr. Dalton’s work within the Spanish and Portuguese departments had a significant focus on the Black experience in Latin America. Mr. Dalton completed seven graduate courses relating to the history of Latin America.</td>
</tr>
</tbody>
</table>
DEMARS, Erin  Radiography  

EDUCATION:  
B.S. in Nursing, Humboldt State University, 2001  
Registered Nurse, State of California  

EXPERIENCE:  
11/1-present: Registered nurse, Cottage Hospital, Santa Barbara, CA  
6/01-10/01: Registered nurse, Community Memorial Hospital  

NARDI, Richard  Reading  

EDUCATION:  
M.A. History, American Labor and Native American, 1999, San Francisco State University  
M.A. Education (in progress, 2001-present), Gevirtz Graduate School of Education, UCSB  
B.A. History, World, Russian and French, 1990, University of California, Santa Cruz  

EXPERIENCE:  
6/02-present: language curriculum development consultant, Coccinella Development, Carpinteria  
9/01-present: Writing Program, UCSB  
1/01-6/01: ESL teacher, EuroLanguage, Madrid, Spain  
8/99-10/00: ESL teacher, Linda Arrillaga & Associates, Inc., Mountain View, California  
6/00-8/00: writing and language instructor, International Education Center, Diablo Valley College, California  
7/99-9/00: ESL teacher, Intrax English Institute, San Francisco.  

ROGERS, Mary C.  Alcohol Drug Counseling, Counseling, Psychology  

EDUCATION:  
Ph.D.: Teaching and Learning, University of North Dakota, 2001  
M.S.: Criminal Justice, Minot State University, North Dakota, 1997  
B.S.: Criminal Justice, Minot State University, North Dakota, 1995  

EXPERIENCE:  
1995-present: Program Coordinator and Instructor, Criminal Justice and Management, Minot State University, North Dakota.
CONTINUING EDUCATION
MINIMUM QUALIFICATION EQUIVALENCY

NAME  AREA  EDUCATION:
JOHNSON, Belma  Writing/Publishing  Saddleback College 71 units, classes in journalism, composition, marketing and business, USC School of Journalism: 36 units

EXPERIENCE:

MARTINEZ, Juliet  Glass Arts

EDUCATION
Santa Barbara High School GED
Santa Barbara Business College, Computerized Accounting

EXPERIENCE
1982-84 Jewelry classes Santa Barbara High School with Janice Lorber
1984-86 Jewelry classes at Adult Education with Charles Topping, hand-wrought and lost wax casting.
1986-89 copper enameling classes with Flory Myers
1989 Selling and demonstrating silversmithing and copper-enameling at Gem & Mineral shows throughout the West Coast. Also sells personal work at local craft fairs.
1989-91 Glass fusing classes at Adult Education with Charles Abraham.
2001 to present Teaching Assistant, SBCC, Adult Education Lee Luria Art Glass Studio
KINKO'S INFANT CENTER ASSOCIATE TEACHER
1 year, temporary position - Categorically Funded

DEFINITION
Under the supervision of the Director of the Infant Center, assists with caregiving responsibility for a primary group of infants/toddlers; and participates in the supervision, evaluation and encouragement of ECE students in the lab setting.

ESSENTIAL DUTIES/FUNCTIONS
- Participates with the Director and other staff members in the planning and implementation of an educational program which will provide each child with the opportunity for social, physical and cognitive growth which is intended to foster the development of good mental health;
- Works directly with groups of children;
- Provides guidance and leadership to the student teachers at the Center;
- Responsible for the well being and safety of all the children in the Lab Center;
- Plans and implements learning experiences on a day to day basis;
- Conducts parent conferences with assigned families twice per year;
- Maintains a clean, organized and flexible learning environment;
- Models appropriate teaching practices, team teaches with, and provides verbal feedback to ECE students in the classroom;
- Attends parent meetings, staff meetings and ECE orientation meetings;
- Continues on-going professional development activities related to needs specified in evaluations;
- Attends yearly staff retreat in August of each year;
- Performs related duties as assigned.

EMPLOYMENT STANDARDS

Education and Experience: Requires completion of 12 units ECE/CD including core courses (child/human growth & development; child/family/community or child and family relations; and programs/curriculum) OR Child Development Associate Credential (CDA); plus 3 units of Infant/toddler caregiving; and 50 days of 3+ hours per day within 2 years working in a childcare center with infants and toddlers.

Desired qualifications include: Bilingual (Spanish/English); ability to relate well to families of differing ethnic backgrounds; experience working with infants and toddlers; additional higher education in ECE or Child Development; and experience training student teachers in an ECE setting.

Knowledge and Abilities:

Knowledge of:
- The fundamentals, terminology, techniques and theories of Early Childhood Education and/or Child Development.

Ability to:
- Effectively implement an educational program that promotes student growth;
- Communicate effectively, both verbally and in writing;
- Relate well with individuals of differing ethnic backgrounds;
- Train and instruct others;
- Direct and interact with groups of infants and toddlers;
- Assist with curriculum development;
- Maintain a safe, clean and flexible learning environment;
- Conduct meetings;
- Initiate and maintain cooperative working relationships.

Sensitivity to and understanding of the diverse academic, socio-economic, cultural, disability, and ethnic backgrounds of Community College Students.
| ACOSTA, Refugia          | CUTLER, Carole          | HOFF, Michelle        |
| ADAME, Jose             | DABOS, Monica           | HOLDRIDGE, Steven     |
| ADAMS, Daniel           | DAHLSTROM, Susan        | HOLM, Brian           |
| ALLAIN, Sandra          | DARAGHMEH, Amani        | HOOPER, Stephen       |
| AMES, Deborah           | DAVIS, Michael          | HORNE, Rebecca        |
| ANDERSON, Scott         | DE LA CRUZ, Jr, Pedro   | HOUSTON, Timothy      |
| ARGUJO, Adrienne        | DE LA CRUZ, Rose        | HOWARD, Alena         |
| ARNOULT, Mary           | DESSERT, Jonathan       | HUGUENIN, Kacie       |
| ASKIN, Henry            | DEWEY, Ellen            | HUNTER, Lea           |
| AUDELO, Raul            | DEWEY, Naomi            | HUPP, David           |
| AYLESWORTH, Eileen     | DUERR, Sol              | HUTCHINS, Jessica     |
| BARACSKAI, Sophie       | DULAY, Ellen            | JACOBS, Wanda         |
| BARBER, Richard         | DULEY, Shivaun          | JAIMEZ, Kimberly      |
| BARBIERI, Mark          | DUNAWAY, Barbara        | JARVIS, Janet         |
| BARKEY, Susan           | ECK, Carolyn            | JOHNSON, Carol        |
| BARNETT, Linda          | EGGERS, Jason           | JOHNSON, Fay          |
| BECKER, Carl            | EIGEN, Wendy            | JONES, Aaron          |
| BELL, Trudy             | EREDIA, Catherine       | JONES, Pauline        |
| BELLETTI, Lorrie        | EREDIA, Jose            | JOSEPH, Sandra        |
| BELLROSE, Joann         | ERSKINE, Richard        | KARLSSON, Johanna     |
| BELYEA, Bree            | ESPINOZA, Mauricio      | KELLECI, Pinar        |
| BENISHEK, Daniel        | ESTRADA, Edmar          | KIDHIM, Tanya         |
| BETTENCOURT, Catherine  | FARIAS, Elsa            | KIRSCH, Jasper        |
| BHUCKORY, Kailesh       | FELMETSGER, Viktoria    | KITAO, Eiko           |
| BLACK, Shannon          | FERRERO, Valerie        | KITTRELL, Karen       |
| BLITCH, Hilary          | FRAGOSA, Hilda          | KOKKENEN, Marie       |
| BORLAND, Kathleen       | FUGUAY, Melissa         | LANSING, Melanie      |
| BRAVO, Leticia          | FUNAI, Robert           | LANTING, Katherine    |
| BROWN, Linda            | GAONA, Veronica         | LAPE, Kathryn         |
| BROWN, Marcia           | GARCIA, Blanca          | LAZARIT, Mildred      |
| BURRIDGE, Madeline      | GARCIA, Manuel          | LEDBETTER, Alma       |
| CABRERA, Sergio         | GASLAN, Andrea          | LEVASSEUR, James      |
| CAIN, Rosson            | GILLIO, Morgan          | LIPPMANN, Gene        |
| CAMPBELL, Kumara        | GLUCK, Aaron            | LITTLER, Margaret     |
| CARNEY, Heather         | GOWAWS, David           | LOGAN, David          |
| CARRILLO, Isidro        | GRANT, Heather          | LOLLICH, Cheryl       |
| CATTI, William          | GRAZIANO, Angelina      | LOPEZ, Saul           |
| CELLAN, Luciano         | GREENE, Joseph          | LOPEZ-CORRALES,        |
| CELLAN, Romana          | GROVER Kathleen         | Francisco             |
| CHAUHAN, Neena          | HALES, Carol            | LOUIE, Agatha         |
| CHAVEZ, Claudia         | HAMMERSLEY, Christine    | LOVANO, Gloria        |
| CHOI, Sangtae           | HANSEN, Amy             | LUU, Hoa              |
| COHO, Susan             | HART, Lori              | LYON, Colleen         |
| COLE, Marie             | HARZ, Erik              | MACKENZIE, Pamela      |
| COLLINS, Sandra         | HERRON, Ronnie          | MACLAURIN, Melissa    |
| COWAN, Trela            | HINTZ, Mary             | MADDALON, Denise      |
| CROWELL, Lindsay        | HODGSON, Rebekah        | MAGANA, Gabriel       |
| CROWLEY-PFAFF, Mary     | HOFF, Jason             | MAHAPATRA, Mihir      |
THATCHER, Kathryn
THIBEAULT, Liesse
TIMM, Shar-Lynn
TOKHI, Latifa
TRANG, Huynh
TRINIDAD, Silvanya
TROTTI, Daniel
TURKEL, Autumn
TUTTLE, Marcella
UDD, Katherine
ULLRICH, Lawrence
UNZUETA, Manuel
VALIANTE, Joseph
VEGA, Carolyn
VILLA, Rick
VILLEGAS, Jesse
VRAINISH, Marjorie
WARRECKER, Theodore
WELLMAN, Ann
WIENCEK, John
WILCOTS, Cheryl
WILLIAMS, Kelli
WITCHER, Alan
WOORD, Douglas
WOLF, Paul
WONG, Ricky
WOOLFOLK, Marcella
YAMAMOTO, Hidemi
YOUNG, Ryan
YOUNGBLOOD, Lustria
ZAKI, Mira
ZALAVARRIA, Emerita
ZHU, Hongming
ZIEHL, Bayan
ZOBIE, Milton
ZOOK, Kristian
FEDERAL
Rodriguez, Jillian
Aparicio, Cristina
Hernandez, Suzan

GENERAL
Steichen, Steven
Wagner, Cherish
Parton, Shellie
Yoko, Ayla
Vasquez, Francisco
Costa, Joanna
King, Amber

CalWORKs WORKSTUDY STUDENTS

Marie Ceja - new

TUTORIAL CENTER

No names for the month of August
<table>
<thead>
<tr>
<th>Name</th>
<th>Name</th>
<th>Name</th>
</tr>
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<tbody>
<tr>
<td>ABATEMARCO, Frank</td>
<td>CARSON, John</td>
<td>ELIAS, Frederick</td>
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<td>ABNEY, Richard</td>
<td>CHAMBERLIN, Susan</td>
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<td>AHMADIZADEH, Ilya</td>
<td>CHARBONEAU, Jill</td>
<td>ENGLISH, Sema</td>
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<td>AIT NOUH, Mohamed</td>
<td>CHAVEZ, Mirta</td>
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<td>ALEXANDER, Deborah</td>
<td>CHESLUK, Amy</td>
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<td>CLARK, Kristy</td>
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<td>ALTMAN, Larry</td>
<td>CLEARWATER, Noelle</td>
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<td>ANDERSON, Aleta</td>
<td>CLEYET, Franchesca</td>
<td>FLY, Helen (Irene)</td>
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<td>ARANY, Eva</td>
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<td>ARIAS, Armando</td>
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<td>ARIEW, Jill</td>
<td>COLE, Carole</td>
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<td>ARY, Daniel</td>
<td>COLLINS, R. Kim</td>
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<td>BAILEY, Erik</td>
<td>CORONADO, Marc (aka Sybert, Marcia)</td>
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<td>BALISH, Mary Ann</td>
<td>CORRIGAN, Gerald</td>
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<td>BARANSKI, John</td>
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SCHROETER, John  WALKER, Brendan
SCHUELER, Pamela  WALKER, Cynthia
SCHUYLER, Gwyer  WARD, Michael
SCHWARZE, Robert  WARRECKER, Teddy
SCOTT, David  WELLMAN, Ann
SCUDERARI, Charles  WERNER, Jonathan
SEAMAN, Edward  WHITE, Jeanne
SEARLES, Jack  WIESSNER, Curtis
SEGESMAN, Ben  WILEY, Sheila
SEMERDJIAN, Vartkes  WILLIAMS, Tim
SENA, Numo  WILLNER, Susan
SHAIIKH, Munir  WINDER, Mary
SHALLENGER, John  WOLF, Richard
SHAW, John  WONG, Leslie
SHER, Karen  WOTRUBA, Patricia
SHERMAN, Spencer  ZAHARIAS, Tony
SHIELDS, Susan  ZALK, Zeev
SIEMION, Gabrielle  ZOBIE, Milton
SIMMONS, Dana  ZUK-PLAMONDON, Meriann
SJOLLEMA, Michael  Assistant Coaches
SKLAR, Jeffrey
SMITH, Elizabeth D.  COLLINS, Kathryn
SMITH, Elizabeth J.  
SMITH, Heidi  DIPOALO, Joe
SODUSTA, Jaime  HIMBAUCH, Jonathan
SOENKE, Alan  MORANCEY, Greg
SORENSEN, Lesa  PAGLIARO, Vincent
SOUTHARD, Jonathan  
SPARKMAN, Janita  
SPENCER, Kim  
STAHL, Jayne  
STANFORD, Jack  
STANLEY, Janet  
STARK, Lynne  
STARKEY, David  
STEEN, Molly  
STEINMETZ, Leslie  
STEPPUTAT, Arlene  
STERN, Roxanna  
STEUART, Tamara  
STEWARD, Earl  
STRASSBURG, Steven  
STREIFF, Jane  
SUNDAY, Donna  
TALMAGE, Matthew  
TARQUINIO, Amadio  
TERRY, Carolyn  
THOMAS, William  
THORNELL, Jason  
TORRES, Magdalena  
UNZUETA, Manuel  
VANCE, Katheryne  
VANDONGE, Marilyn  
VANHECKE, Vincent  
VEGA, Carolyn  
VILANDER, Barbara  
VLCEK, Eileen  
VOLPE, Richard  
VOM STEEG, Almerica  
VON ALVENSLEBEN, Mike  
WACHSMAN, Jhaura  

SBCC Proposal
LVN Program Augmentation

NWI Activities & Outcomes Section

Santa Barbara City College proposes to expand its existing LVN program to train an additional 14 students/year. Currently, limited funding for faculty positions only enables the college to train 30 LVNs every 1 1/2 years. Many students are currently on a wait list, eight of which meet all pre-requisites, but cannot be enrolled due to enrollment limitations. 30 additional potential students attended an orientation in May, many of whom are now taking the pre-requisites or remediating their English and math skills. With grant support, SBCC could not only train an additional 14 LVNs/year; they could also increase their admissions to once every spring, rather than once every 1 1/2 years. Additionally, because many of the LVNs are at the poverty level, financial support for books, tuition, and child care are anticipated to improve their retention in the program.

1. Project Activities/outcomes for enrolled participants

Year 1:
- Update SBCC Schedule of Classes and SBCC Catalogue to show opportunity to enroll in program every spring (instead of every 1.5 years).
- Advertise, interview and hire a qualified full time LVN faculty person.
- Orient new LVN faculty person to the SBCC lecture classes, skills lab, and clinical facilities.
- Update the Board of Vocational Nursing and Psychiatric Technicians regarding capacity to train an additional 15 students and obtain updated program number.
- Assess all applicants to LVN Program for WIA eligibility and determine their needs.
- Enroll 16 LVN students who are ready to start the program (8 students currently ready and on wait list).
- Initiate support to WIA eligible LVN students.
- Assess all other applicants to LVN Program for competence in English and math.
- Refer students in need of remediation to Student Support Services.

Year 2:
- Graduate an additional > 14 students from LVN Program from Year 1.
- Assess all applicants to LVN Program for WIA eligibility and determine their needs.
- Enroll 16 students who are ready to start the program.
- Initiate support to WIA eligible LVN students.
- Assess all other applicants to LVN Program for competence in English and math.
- Refer students in need of remediation to Student Support Services.

Year 3:
- Graduate an additional > 14 students from LVN Program from Year 2.
- Assess all applicants to LVN Program for WIA eligibility and determine their needs.
- Enroll 16 students who are ready to start the program.
- Initiate support to WIA eligible LVN students.
- Assess all other applicants to LVN Program for competence in English and math.
- Refer students in need of remediation to Student Support Services.
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<tr>
<th>Cost Category</th>
<th>Charges to This Grant</th>
<th>Matching and Leveraged Resources</th>
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<td>Administrative Costs</td>
<td>Program Costs</td>
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<td>(Budget Limit: 10%)</td>
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<td>Staff salaries</td>
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<tr>
<td>Staff fringe benefits</td>
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<td>115,571</td>
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<tr>
<td>Travel</td>
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<td>Rent, utilities, and communications</td>
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<td>13,500</td>
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<td>Facility purchase and improvements</td>
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<td>Office supplies, and postage</td>
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<td>1,000</td>
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<td>Equipment and furniture</td>
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<td>Media (marketing)</td>
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<td>Participant training</td>
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<tr>
<td>Supportive services, retention services, follow-up services</td>
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<td>249,000</td>
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<tr>
<td>Subsidized participant wages and fringe benefits</td>
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<td>Other consultants or service subcontractors</td>
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<td>Indirect costs</td>
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<td>PROJECT GRAND TOTAL</td>
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*SBCC's portion is $140,400 for program coordination and clerical support for three years and $240,000 for a full-time faculty for three years.
## Quarterly Expenditures Plan

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<th>Quarter Ending Date</th>
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<th>Matched or Leveraged Grant Funds</th>
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<td>December 2004</td>
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<td>March 2005</td>
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<td>349,304</td>
<td>39,235</td>
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<tr>
<td>September 2005</td>
<td>176,145</td>
<td>34,880</td>
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<td><strong>TOTAL EXPENDED</strong></td>
<td><strong>2,985,575</strong></td>
<td><strong>405,000</strong></td>
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PROPOSED NEW COURSES AND TITLE CHANGES, CONTINUING EDUCATION DIVISION – FALL 2002

ADULT HIGH SCHOOL,
GED PREPARATION &
LEARNING SKILLS

TITLE CHANGE:
TO: Basic Skills Enrichment
FR: Basic Skills Development: Reading,
Writing and Math, 2

ARTS (7)
A Novel Approach to Watercolor
A Watercolor Workshop with Cathy Quiel
Aquarmedia Painting Workshop with
Robert Burridge
Beginning and Intermediate Drawing: Looking and
SEEING!
Color Exploration in Still Life Painting
Drawing the Clothed Figure
John James Audubon and the Art of the Print
Monotypes and Monoprints with Oil Based Inks
Painting California Light
Painting the Seasons of Arroyo Hondo
Painting: Beyond the Basics
Santa Barbara Assemblage: It's Art from Scrap
The Treasury of American Furniture and Folk Art
Very, Very Beginning Drawing
Watercolor Workshop

BUSINESS & PERSONAL FINANCE
International Trade Law, 7
Money! Barter to E-Money, 7

TITLE CHANGES:
TO: Advanced Import and Export:
Trade Finance
FR: Advanced Import and Export, 6

TO: Basic Selling Skills
FR: Selling Skills for the 90s, 6

TO: Bookkeeping I - Introduction to Bookkeeping
FR: Bookkeeping and Accounting I, 6

TO: Bookkeeping II - Introduction to Bookkeeping
FR: Bookkeeping and Accounting II, 6

TO: Entrepreneurs Discussion Group
FR: Embryo Entrepreneurs Group, 6

TO: Introduction to Proposal Writing
FR: Grant Writing: Basics and More, 6

TO: Life Management Skills: Exploring
Your Potential - Module I
FR: Keys for Unlocking Your Potential, 6

TO: Ready, Set, Go
FR: Ready, Set, Success, 6

TO: Screening and Selecting Stocks
FR: Screening Stocks with Investor's Business
Daily, 7

TO: The Nuts and Bolts of Small
Business Management
FR: Selected Topics in Management, 6

CAREERS & JOB TRAINING (6)
Acoustics, Speakers and Home Theatres
Life Management Skills: Exploring Your Career

COMPUTERS (6)
Computers as a Second Language
Digital Cameras, Digital Photos
Digital Printworks with InDesign Workshop
(on Mac)
Excel: Formulas and Functions
Intermediate QuickBooks Pro Demo
Intermediate QuickBooks Pro
Intro to QuickBooks Pro
Introduction to Handheld Computers
Optimizing Photos for the Internet and
E-mail
Palm OS Handheld Computer Basics
Publisher Level 2
The Inside Word on Word Workshop
The Inside Word on Word
Word Mail Merge and Beyond

TITLE CHANGE:
TO: Digital Printworks with Adobe InDesign (on Mac)
FR: Digital Printworks,

COOKING
Cookies Galore
Kids Can Cook and Parents, Too
Kitchen Fundamentals
Pastry 201
Pies, Pies, Pies
Savoring Italy

CRAFTS
A Taste of Jewelry II
Advanced Jewelry Techniques
Basics of Holiday Crafts
Circle Medallion Quilts
Copper Foil Lamp Construction
Decorative Flower Painting
Four Block Applique Quilts
Glass Arts: Open Workshop
Glass Fusing: Small Is Good!
Handcrafted Soaps and Toiletries Workshop
Italic Calligraphy and Handmade Cards
Jewelry Workshop with Jack and Marilyn Da Silva
Jewelry Workshop: Torch Textured Silver Surfaces
Leaded Stained Glass for Beginners
Leaded Stained Glass for Intermediate and Advanced levels
Specialized Jewelry Techniques
Very Beginning Jewelry Making

TITLE CHANGE:
TO: Painting Kiln-Fired Objects: Tiles, Ceramics and Glass
FR: Painting Kiln-Fired Objects: Tiles and Ceramics

CURRENT EVENTS & WORLD AFFAIRS, 0
As the World Turns: Games Nations Play

Homeland Security: Too Loose...or Too Much?

ENVIRONMENTAL EDUCATION, SCIENCE & NATURE
Explore Arroyo Hondo Preserve, 0
Parade of Green Buildings, 6
Transportation and Transit in the South Coast for the 21st Century, 0
Visit the Wilding Museum and Environs, 0
What's in the Creek: A Tour of the Watershed Resource Center and Arroyo Burro Estuary, 0

FITNESS, RECREATION & DANCE
Ta'i Chi Ch'uan for Older Adults (Advanced), 7
Ta'i Chi Ch'uan for Older Adults (Beginners), 7
Wet Circuit - Swim for Fun, Work and Play, 0

GENEALOGY (7)
Introduction to Family History Research

TITLE CHANGE
TO: Immigration, Naturalization and Migration for Genealogists
FR: Essential Sources for Family Historians: Immigration, Naturalization and Migration

HEALTH EDUCATION
"And Thou Shalt Honor...": A Community Discussion on Caregiving Issues
Practical Weight Loss
Soy of Cooking
The Dummy's Guide to Healthy Aging
Your Vital Child: An Integrative Approach to Optimizing Children's Health

TITLE CHANGES:
TO: Men's Health Issues: Male Hormones and Aging
FR: Overview of Male Sexual Health, the Prostate, and Testosterone
TO: Movement and Relaxation for Stress Reduction
FR: Stress Reduction through Movement and Relaxation
TO: Wholesome Holiday Foods
FR: Healthy Holiday Foods
HEALTH OCCUPATIONS (6)
Bodywork/Massage for the Caregiver
Homeopathy: Magic or Medicine
Restorative Nurse Aide Training Program
Side by Side: Alzheimer/Dementia Training for Health Care Providers

TITLE CHANGES:
TO: Medical English for CNAs and Other Health Care Providers
FR: Medical Language for Nurse Assistants

LANGUAGES, 0

TITLE CHANGES:
TO: Beginning Spanish Level 1
FR: Beginning Spanish, First Term
TO: Beginning Spanish Level 2
FR: Beginning Spanish, Second Term
TO: Beginning Spanish Level 3
FR: Beginning Spanish, Third Term
TO: Intermediate Spanish Level 1
FR: Beginning Intermediate Spanish
TO: Intermediate Spanish Level 2
FR: Intermediate Spanish
TO: Intermediate Spanish Level 3
FR: Advanced Intermediate Spanish

LITERATURE & WRITING (7)

Fiction Behind the Film - Two 20th Century Classics
In-Progress Nonfiction
Plays of Arthur Schnitzler
Publish Your Dream Book for Under $200
Rumi's Poetry: Inward Journey
Some Poems and a Novel by Thomas Hardy
The Poetry Zone: A Poetry Forum
The Wonderful World of Movies
Travel Writing Workshop

TITLE CHANGES:
TO: Finish Your Novel
FR: Intermediate Novel Writing
TO: Screening Your Ideas
FR: Screening Your Ideas: Writing for TV and Motion Pictures

TO: Start Your Novel
FR: Beginning Novel Writing

MUSIC & PERFORMING ARTS (7)

Amazing Phrasing - Keyboard, 7
A Virtuoso Season: A Guide to CAMA's 84th Season, 7

OMEGA PROGRAM (7)

"F" is for Fiduciary
A Path to the Heart of Healing
Average Health for Age Does Not Equal Wellness
Challenges of Third Era Medicine
Cooking Without Looking
Diabetes-Stress Connection: Understanding and Coping
Exciting World of Computers for Visually Impair
Fading Vision: Sharing Feelings
Health Goal Setting 101
Help for an Overactive Bladder
Human Challenges - Human Solutions
Juice Up Your Digestive System!
Just What Is Assisted Living, Anyhow?
Keeping a Diary through Sketching
Let's Talk - Sorrow Hurts
Library Services: A New Way to Read
Loss of Self - Models for Recovery
Making a New Nest
Overview of Low Vision Opportunities
Physiologic Balance and the Breath of Life
Prostate Panorama: Guided Imagery for Healing
Sangoma Walk
Senior Issues: Navigating the Legislative Course
Simplify Your Life Part I: Getting It All Together
Simplify Your Life Part II: Clutter's Last Stand
Simply Splendid Foods
Skeletal Awareness I
The Human Skeleton and Biological Life Span
The Human Skeleton: Turning the Tide of Life Extension
The Latest in Low Vision Technology
The Magic of Imagining - Five Easy E's
Transportation 101: Car Free and Care Free
Ultimate Hope for Meeting the Ultimate Challenge
What’s It Like with a Diagnosis of Cancer?

TITLE CHANGE:
TO: Much More Than Skin Deep
FR: More Than Skin Deep

PARENT EDUCATION (1)
Date Night with Baby, 1
Infant Times II in Spanish and English
Prenatal Relaxation Techniques and Guided Meditation
Prenatal Relaxation Techniques and Guided Meditation
Whole Brain Learning through Movement

TITLE CHANGES:
TO: Bonding with Your Baby Before, During and After Birth
FR: Bonding with Your Baby Before and After Birth
TO: Feeding Children to Prevent Weight Problems
FR: Understanding the What, Why and How of Feeding

PSYCHOLOGY, PERSONAL DEVELOPMENT & COMMUNICATION (7)
A Mind/Body Approach to Fertility
Answering Hate with Peace
Consciousness, Science and Spirituality
Discover the Secrets of Your Life Story
Dreams: Complexes by Day and Demons by Night
Energy Psychology through the Archetypes
Explore the World of Emotions
Growing Up Highly Sensitive
Healing from War
Healing Our World
High Level Wellness - Introduction to the Feldenkrais Method
Meditation and Presence
Moving from Center
Music and Healing: An Archetypal Perspective
Nurturing the Intelligence of the Heart
Psyche, Spirit Cosmos and Bios
Psychological Aspects of Living with Diabetes
Speaking Up in Conflict Situations
The Ego and the Soul
Veterans and Self-Esteem
Work and the Highly Sensitive Person

TITLE CHANGES:
TO: Introduction to Meditation: 8 Techniques
FR: Introduction to Meditation: 10 Techniques
TO: Moving through Menopause with Grace and Sensuality
FR: The Art of Growing Older and Feeling Beautiful
TO: Relationship Care - Introductory Evening
FR: The Cure of Relationships - Introductory Evening
TO: Relationship Care
FR: The Cure for Relationships
TO: The Five Ways: Joy, Love and Peace
FR: The Five Ways: A Blueprint for Happiness
TO: Uncover Your True and Sacred Value
FR: Find Your True Value: The Diamond Approach

SEWING (8)
Handbags, Totes and More - Part 2
Sew Easy, Sew Style

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TABLE OF FUNDING CODES:

Courses coded with numbers 1 through 9 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

0 Courses coded with a zero are NOT funded by state monies
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<th>Purchase Order Number</th>
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<th>Other Funds Noted</th>
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<td>(2) South Coast Coordinating Council (CARE/EOPS)</td>
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<td>(2) Southern California Intersegmental Articulation Council</td>
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<td>(2) Speech Communication Association</td>
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<td>(4) Teachers of English to Speakers of Other Languages (TESOL)</td>
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<td>(2) Transfer Center Directors Association, California</td>
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<td>(7) UCSB Economic Forecast Project</td>
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<td>(2) VTLS Users Group</td>
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<td>(2) Western Association of College Admissions Counselors</td>
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<td>(2) Western State Athletic Conference</td>
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<tr>
<td>(2) Western States Football Conference</td>
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(1) Paid out of President's Membership Budget
(2) Paid out of Educational Programs' Membership Budget
(3) Paid out of Business Services' Membership Budget
(4) Paid out of Continuing Education's Membership Budget
(5) Paid out of Human Resources' Membership Budget
(6) Paid out of Information Resources' Membership Budget
(7) Paid out of Institutional Assessment, Research & Planning Membership Budget
SBCC FACULTY/STAFF TRANSIT PASS PROGRAM AGREEMENT

This TRANSIT PASS PROGRAM AGREEMENT is entered into by and between the SANTA BARBARA METROPOLITAN TRANSIT DISTRICT (hereinafter “MTD”) and the SANTA BARBARA COMMUNITY COLLEGE DISTRICT (hereinafter “SBCC”) at Santa Barbara, California, as of the date set forth below.

WHEREAS:

A. SBCC is located in the South Coast of Santa Barbara County; and

B. MTD provides public mass transportation in the South Coast; and

C. It is in the mutual interest of the MTD and SBCC and to the benefit of the South Coast of Santa Barbara County that the Parties hereto mutually and cooperatively promote and encourage employees of SBCC to use public transportation; and

D. MTD and SBCC desire to implement a program whereby full-time and permanent regular staff & faculty of SBCC shall be eligible to utilize MTD mass transit services; and

E. MTD and SBCC recognize the merits of a revenue neutral, bulk pass purchase program that is based on the existing SBCC/MTD student pass program as the most practical and cost effective method to encourage transit use by a group of individuals; and

F. The program described herein will provide SBCC with an important tool in its overall Transportation Demand Management (TDM) program and provide the MTD with a predictable source of funding for future transit enhancements.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

SBCC shall pay to MTD twenty-eight dollars ($28.00) for each and every SBCC full time, and permanent regular employee for a transit pass. The pass shall be valid from August 19, 2002 until June 30, 2003.

MTD will evaluate the ridership of the program throughout the year and present the information to SBCC in July of 2003. The employee transit pass shall then be re-negotiated under a separate contract.

For purposes of this Agreement, an SBCC full-time and permanent, regular employee shall be defined as a person that is employed by SBCC on a permanent basis but shall specifically exclude the following:

   a) SBCC students who are already eligible for a separate pass program.
b) Part time employees and adjunct faculty as defined by the SBCC Human Resources policy (scheduled to work less than 20 hours per week).

2. Upon boarding any MTD bus in regular transit service-exclusive of the Downtown-Waterfront Shuttle system – MTD shall accept the presentation of a valid SBCC full-time permanent, regular faculty/staff identification card in lieu of an appropriate public fare during the time period specified in the paragraph above. A valid SBCC full-time permanent, regular faculty/staff identification card shall be furnished by SBCC to all eligible employees. In the event that a SBCC employee leaves, SBCC will obtain the pass from the former employee.

3. Payment shall be made by SBCC to MTD annually no later than thirty (30) days after the first day of classes of the fall semester. In the event of non-payment in the allotted time, a late payment charge of one percent (1%) per month shall be assessed. An official statement of employment must accompany the scheduled payment.

4. It is agreed between parties hereto that SBCC, its officers, agents and employees shall be free from liabilities and claims for damages and/or claims for suits for or by any reason of death, injury or injuries to any person, or persons or property of any kind whatsoever, resulting from MTD’s operation and provision of transportation service. MTD agrees to hereby indemnify, save harmless and defend SBCC, its officers, agents, and employees from all liabilities, charges, expenses (including attorney’s fees) and costs on account of or by reason of any death, injury, injuries, damage to property, liabilities, claims, suits or losses occurring as a result of the MTD’s operation and provision or said transportation services.

IN WITNESS WHERE OF, the undersigned consent to the terms and conditions and have caused this Agreement to be executed.

Santa Barbara Metropolitan Transit District


Santa Barbara Community College District


Gary Gieson, General Manager

John Romo, President

Date


Brian E. Fahnstock
Vice President, Business Service

Date
SANTA BARBARA CITY COLLEGE
CONSULTANT/INDEPENDENT CONTRACTOR FORM

It is essential that all of the requested information be filled in completely and must be received in the Human Resources & Legal Affairs Office TWO WEEKS PRIOR TO THE BOARD MEETING, in duplicate. Please understand that the information collected here will be used to make a determination that may have to be defended by the college's legal and business department if audited by the IRS or the State EDD, were applicable. Please be as complete and accurate as possible. It is very important that you include any and all documentation requested. If any documentation is missing or unavailable, it may delay approval of the work agreement.

| Board Date: | AUGUST 22, 2002 |
| Budget #: | 32-00-4284-51000-694100-000-0000 |
| Amount: | $ /0 000 |
| Grant Funded: | Yes No |
| Dates of Service: | Aug 12 - Aug 22, 2002 |

<table>
<thead>
<tr>
<th>Name of Contractor</th>
<th>Social Security #</th>
<th>Tax ID #</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Campbell</td>
<td>055-38-7206</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name, if applicable:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campus Counsel</td>
<td>159 John St, Oakville, ON</td>
</tr>
<tr>
<td></td>
<td>Canada L4K 1H3</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Manager and Department</th>
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<tbody>
<tr>
<td>E-mail: Campus Counsel</td>
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<table>
<thead>
<tr>
<th>This portion may be completed by manager or contractor.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please describe the work the contractor will be performing, specifically, for what expertise has the contractor been selected.</td>
</tr>
</tbody>
</table>

| Provide management support & recommendations to school management team for re-opening of campus food services. Focus on operational structure, programs & staffing to assist college meet financial & service performance goals. |

1. If contractor is operating under a business name, is the business a

<table>
<thead>
<tr>
<th>1a. Sole Proprietorship?</th>
<th>Number:</th>
<th>Tax ID #</th>
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</thead>
<tbody>
<tr>
<td>Fictitious name statement?</td>
<td>Yes No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>1b. Corporation?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of incorporation: 1996 Type of Corporation: Ontario</td>
</tr>
<tr>
<td>Do you pay yourself on a Form W-2? Yes No</td>
</tr>
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</table>

**If Yes, you do not need to complete items 2-6**

1c. Unique expertise

<table>
<thead>
<tr>
<th>1c. Unique expertise</th>
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<tbody>
<tr>
<td>Yes No</td>
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</table>

2. Have you ever been an employee of this college? If Yes, please give dates and state the nature of that work.

<table>
<thead>
<tr>
<th>2. Have you ever been an employee of this college? If Yes, please give dates and state the nature of that work.</th>
</tr>
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</table>

1 - Consultant Form (10/00)
3. If the answer to #2 is Yes, are the services that you will be providing to this college similar to those you performed as an employee? If No, in what ways are they different? 

4. List licenses to do business in the area of expertise for which you will be a consultant, if applicable?  
   Business license #:  Professional license #: NA 
   Musician/Actors Union #:  Other  

5. Are you performing similar consulting services for other companies at this time? Yes No  

6. Please attach a copy of your business card, letterhead, brochure, etc., that you use in your business.  

Signed:  
(Contractor or Manager)  

Date:  August 13, 2002  

This portion is to be completed and signed by College Manager:  

1. Services to be performed:  
   I propose that the above Contractor shall perform services for the College as set forth below  
   (Include a narrative description of the services and describe any materials, reports, surveys, etc., that are to be furnished by the Contractor. Attached additional pages, if needed).  

2. I propose payments in consideration of the services and materials needed in order to perform as noted in paragraph 1:  
   College shall pay an amount not to exceed $ to Contractor during term of this Agreement. Payment of the aforesaid sum shall be made in the following manner:  

   (List any benchmarks that will be required for payment.)  

3. Will this college provide training in order for Contractor to provide service?  Yes No  

4. Will the manager on the project supervise Contractor?  Yes No  

5. Will the college have the right to require interim reports from Contractor on this project?  Yes No  

6. Will this college expect Contractor to perform services personally?  Yes No  

2 – Consultant Form (10/00)
7. Will Contractor supervise employees of this college? Yes No
8. Will Contractor supervise students of the college? Yes No
9. Will this college require Contractor to work at specific or set hours? Yes No
10. Will this college be exercising any control over how Contractor performs services? Yes No
11. Will the college reimburse Contractor for material, travel or expenses? Yes No
12. Will Contractor use his/her own tools, equipment or materials? _______% or the college's? _______%
13. Can this college terminate the agreement for any other reason than non-performance? Yes No

Signed: ____________________________________ Date: _________________________
(College manager requesting services)

This portion to be completed and signed by Business Services (if contractor is a corporation and payment will equal or exceed $25,000) or Human Resources and Legal Affairs:

David Campbell is approved for hire as an independent contractor based on his/her representations and the representations of the department manager.

A completed Agreement _______ will be required.

X will not be required.

Signed: ______________________ Date: 8-12-____
V.P. Business Services or V.P. Human Resources and Legal Affairs

3 - Consultant Form (10/00)
Santa Barbara City College

Food Services Consulting - Campus Counsel

July 31 - August 22, 2002

Scope of Work – Cafeteria Opening Assistance and Business Analysis

Provide management support and recommendations to on-site management team prior to and during the re-opening of the campus food services. Activities will focus on operational structure, programs, and staffing to assist the College in meeting financial and service performance goals. Principal areas of review and assistance will consist of the following areas:

- Pricing strategy for the 2002/2003 academic year utilizing product mix information, portion sizes, product costs and incorporating UCSB and Westmont College as benchmark comparators
- Prime vendors’ and other suppliers’ arrangements and determine assistance they can provide to enhance or alter services provided
- Product specifications, menu offerings, assess product portion sizes and assist in implementation of modifications
- Labor staffing and productivity against benchmarks
- Review and make recommendations to the financial, product, and labor relationships between food services and the culinary education program
- Revise financial projections incorporating latest information
- Assess/Revise operational and administrative controls/systems and information currently collected
- Audit operations to determine overall requirements and additional priorities
- Collect information to shape immediate priorities, future plans - master/strategic plan etc.
- Provide any other assistance as required and directed
August 22, 2002

Manthri Srinath
d.b.a. Coffee Cat
P.O. Box 469
Santa Cruz, CA 95061

LETTER OF AGREEMENT

Manthri Srinath, d.b.a. Coffee Cat, a sole proprietorship with its business address at P.O. Box 469, Santa Cruz, California 95061 ("Coffee Cat") hereby agrees to provide Food Services (as hereinafter defined) to the Santa Barbara City College, Continuing Education Wake Center with offices located at 300 N. Turnpike, Santa Barbara, California, 93111 ("SBCC") upon the terms and conditions as provided herein. Food Services shall mean that Coffee Cat will sell breakfast items, specialty coffees and lunch items from Coffee Cat's cart located at 300 N. Turnpike, Santa Barbara, California, 93111 as described in Exhibit "A", attached hereto.

I. Insurance
   1. In consideration of the opportunity to provide Food Services to SBCC, Coffee Cat agrees to maintain at its own expense, from the date of execution of this Agreement and for one (1) year following the last day it provides Food Services to SBCC, with an insurer or insurers acceptable to SBCC with a current rating by Best of an A-VII or higher, the following insurance coverage:
      a. Commercial general liability insurance including products/completed operations, blanket contractual liability, and personal injury and advertising injury liability coverage in amounts no less than One Million Dollars ($1,000,000.00) combined single limit for each single occurrence for bodily injury and property damage and One Million Dollars ($1,000,000.00) in the general aggregate;
      b. Statutory worker's compensation insurance for each of its employees;
      c. Automobile liability insurance covering owned, non-owned and hired automobiles with a bodily injury and property damage combined single limit in the amount of no less than One Million Dollars ($1,000,000.00) combined single limit for bodily injury and property damage, or, if limits are obtained on a per person and per accident basis, not less than One Million Dollars ($1,000,000.00) per person and per accident for bodily injury, and One Million Dollars ($1,000,000.00) per accident for property damage.
Letter of Agreement between Manthri Srinath, d.b.a. Coffee Cat Express and SBCC.

2. Upon execution of this Agreement, Coffee Cat shall submit to SBCC a certificate evidencing such insurance coverage and the appropriate additional insurance endorsement evidencing that SBCC has been named and is covered as an additional insured party on said insurance and, with respect to any claim for which Coffee Cat is obligated to indemnify SBCC, that said insurance shall be primary coverage before any other similar insurance available to SBCC. The certificate and/or endorsement, as applicable, shall provide for at least thirty (30) days advance written notice to SBCC of any cancellation or reduction in such coverage. In the event that Coffee Cat fails to obtain or maintain said insurance coverage as provided herein, SBCC shall have the right, but not the obligation, to obtain such insurance coverage and bill Coffee Cat for the cost thereof.

II. Indemnification
Coffee Cat shall indemnify, defend and hold SBCC harmless from and against all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees and all other costs, fees and charges which SBCC may incur arising out of any negligence, acts or omissions or intentional misconduct on the part of Coffee Cat, its officers, directors, employees, agents, suppliers or invitees.

III. Assignment
Coffee Cat shall not have the right to assign or transfer this Agreement without the prior written consent of SBCC.

IV. Notices
All notices permitted or required under this Agreement shall be in writing and shall be by personal delivery, or by certified or registered mail, return receipt requested, and shall be deemed given upon delivery by one of the above mentioned methods or five (5) days after deposit in the mail. Notices shall be sent to the addresses set forth at the beginning of this Agreement or such other address as either party may specify in writing. Each notice shall be sent to the signatory of this Agreement with a copy to Vice President, Business Services, 721 Cliff Drive, Santa Barbara, CA 93111.

V. Termination for Convenience
Notwithstanding anything herein to the contrary, SBCC and Coffee Cat shall have the right to terminate this Agreement without penalty at any time without cause upon thirty (30) days prior written notice.

VI. Non-Exclusive
Notwithstanding anything herein to the contrary, the parties hereto agree that nothing contained in this Agreement shall be construed as creating an exclusive relationship between the parties. This Agreement is non-exclusive and nothing in this Agreement shall prevent Wake Center from entering into the same or similar relationship with others; or from marketing or developing similar competing relationships with others; or from pursuing any business opportunities or concepts independently of Coffee Cat.
Letter of Agreement between Manthri Srinath, d.b.a. Coffee Cat Express and SBCC.

VII. Independent Contractor
Coffee Cat shall perform all of its services under this Agreement as an independent contractor and not as an employee of SBCC. Coffee Cat understands and acknowledges that it shall not be entitled to any of the benefits of an SBCC employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

VIII. Standard of Performance
Coffee Cat represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Coffee Cat shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Coffee Cat is engaged. All products of whatsoever nature which Coffee Cat delivers to customers at the Wake Center pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Coffee Cat's profession. Permits and/or licenses shall be obtained and maintained by Coffee Cat.

IX. Taxes
SBCC shall not be responsible for paying any taxes on Coffee Cat's behalf, and should SBCC be required to do so by state, federal, or local taxing agencies, Coffee Cat agrees to promptly reimburse SBCC for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

X. Records, Audit and Review
Coffee Cat shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Coffee Cat's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. SBCC shall have the right to audit and review all such documents and records at any time during Coffee Cat's regular business hours or upon reasonable notice.

XI. Term
The agreement shall commence on August 22, 2002 and expire August 21, 2003 unless otherwise terminated.

XII. Rent
Coffee Cat will pay SBCC a monthly rental fee of $500, plus 1% of monthly gross sales if monthly gross sales exceed $7,500. Rent will be waived for the first month of occupancy. Rent is due and payable on the last day of each month and overdue on the tenth of the following month.
Letter of Agreement between Manthri Srinath, d.b.a. Coffee Cat Express and SBCC.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective on the last date written below.

MANTHRI SRINATH
“COFFEE CAT”

By: __________________________
Printed Name: Manthri Srinath
Title*: Sole Proprietor
Date: ________________________

SANTA BARBARA CITY COLLEGE
CONTINUING EDUCATION
“SBCC”

By: __________________________
Printed Name: Brian Fahnstock
Title*: Vice President
Date: ________________________

* MUST BE AN INDIVIDUAL OF THE ORGANIZATION AUTHORIZED IN WRITING TO LEGALLY BIND THE ORGANIZATION.

PLEASE BE ADVISED THAT ADDITIONS, DELETIONS, MODIFICATIONS OR INTERLINEATIONS TO THIS AGREEMENT WILL NOT BE ACCEPTED UNLESS FULLY INITIALED BY ALL PARTIES WHO HAVE EXECUTED THIS AGREEMENT.
EXHIBIT “A”

Food Services

1. Coffee Cat will provide Food Services from its cart (the “Cart”) which will be insured per the terms set forth in the Agreement.

   a. The Cart will be stationed at the Wake Center Mondays through Fridays and will be open for business between the hours of 7:30am and 2:00pm. These days and times may be modified at any time during the term of the Agreement upon the mutual agreement of Coffee Cat and SBCC.

   b. The Cart will not be open for business at Wake Center on weekends and Coffee Cat may remove the Cart from Wake Center on weekends.

   c. Coffee Cat will be responsible for securing the Cart and any Coffee Cat property stored in, on or upon the Cart. Coffee Cat will store the Cart at Wake Center at its own risk and SBCC will not be liable for any theft, loss, injury or any other damage whatsoever to the Cart or any Coffee Cat property stored in, on or upon the Cart or to any person in any way attributable to the Cart.

2. SBCC will provide the reasonable amount of electricity needed by Coffee Cat to provide Food Services from the Cart.

   a. Coffee Cat may request electrical modifications (e.g., relocation of electrical outlets) which will be subject to SBCC’s prior written approval.

   b. In the event SBCC approves electrical modifications, such electrical modifications will be made by an electrician approved by SBCC at Coffee Cat’s sole expense.

3. SBCC will provide Coffee Cat with a locked storage area at Wake Center.

   a. Coffee Cat will use the storage area at its own risk and SBCC will not be liable for any theft, loss or any other damage whatsoever to any Coffee Cat property stored in said storage area.

   b. The size and/or location of the storage area may be modified at any time during the term of the Agreement by SBCC in its sole discretion.

   c. SBCC may, in its sole discretion, relinquish the storage area from Coffee Cat at any time during the term of the Agreement provided that all Coffee Cat property stored in said storage area is returned to Coffee Cat.

4. SBCC will not be responsible for purchasing any unsold food or beverages, or any other unsold or unused item or product used by Coffee Cat to provide Food services.

5. Coffee Cat will be solely responsible for ordering and receiving any and all deliveries for food, beverages, or any other item or product used by Coffee Cat to provide Food Services. No deliveries will be made to Coffee Cat at Wake Center.

6. SBCC will provide Coffee Cat with two keys for Coffee Cat employees to enter and exit through the Wake Center gates Monday through Sunday, between the hours of 6am and 5pm on an as needed basis limited to Coffee Cat’s provision Food Services as described herein.
a. The days, times and scope of access may be modified at any time during the term of the Agreement by SBCC in its sole discretion.

b. Coffee Cat will immediately inform SBCC of any lost or misplaced keys.

c. Coffee Cat will return all keys to SBCC upon termination of the Agreement.

7. Coffee Cat will not solicit SBCC co-workers for catering services or any other services offered by Coffee Cat unless approved by SBCC prior to the solicitation in each instance. Notwithstanding the foregoing, Coffee Cat may provide catering services for any SBCC co-worker requesting such catering services from Coffee Cat.
COUNTRY OF SANTA BARBARA

GENERAL SERVICES/PURCHASING
25 EAST ANAPAMU STREET, 3rd FLOOR
SANTA BARBARA, CALIFORNIA 93101

SEE “BILL TO” FOR INVOICING
REFER INQUIRIES TO BUYER:

Gloria Ness
EXT. 2691
PHONE (805) 568-2690
Fax: 805/568-2705

COUNTY OF SANTA BARBARA
HCS-PUBLIC HEALTH SERVICE
General Accounting
300 N San Antonio Rd
Santa Barbara CA 93110-
Attn: Pam Stowe 805/681-5182

S B City College-Project
Hope-Student Health Serv
721 Cliff Drive
Santa Barbara CA 93109-2394

Attn: Susan Broderick Ext 22

Vendor: (805)-965-0581
*FedTax:

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<tr>
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<td></td>
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IMPORTANT NOTICE TO VENDORS

1. THE ORDER NUMBER AND BILL TO DEPT. NAME SHOWN ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, PACKAGES AND CORRESPONDENCE.
2. MAIL INVOICES PREPARED IN TRIPlicate UNLESS INDICATED OTHERWISE, INCLUDE YOUR TAXPAYER I.D. # ON INVOICES TO THE COUNTY, TO THE “BILL TO” ADDRESS.
3. SEND MANIFEST OR MEMORANDUM OF SHIPMENT WITH GOODS.
4. NO CHARGE FOR PACKING OR DRAKEAGE SHALL BE ALLOWED EXCEPT WHEN SPECIFIED IN ORDER.
5. IF ORDER CANNOT BE FILLED WITHOUT DELAY ADVISE PURCHASING AGENT IMMEDIATELY.
6. NO MERCHANDISE SHALL BE ACCEPTED FOR RETURN OR EXCHANGE WITHOUT APPROVAL OF THE PURCHASING AGENT.
7. SEE REVERSE FOR NON-DISCRIMINATION IN EMPLOYMENT, HAZARDOUS CHEMICALS, EQUIPMENT SAFETY STANDARDS.

SERVICE CONTRACT

GENERAL: Vendor to provide SOCIAL MARKETING/MEDIA CAMPUS-BASED AWARENESS and EDUCATION EVENTS pursuant to attachments.

CONTRACT PERIOD: Start date, as directed. Termination date, as directed and NO LATER THAN June 30, 2003

LIMITATIONS: Total expenditure for the period shall not exceed $4,995.00. Any increase or decrease in this total amount may be authorized only upon written notice from the County Purchasing Manager.

STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 1/1/07/01) attached.

Insurance documents already on file in Purchasing Division.

NOTE TO CONTRACTOR: Prior to performance it is mandatory that you SIGN (see X below) AND IMMEDIATELY MAIL OR FAX THIS DOCUMENT TO COUNTY PURCHASING.

Accepted By: (X)  
Print Name/Title: Susan Broderick Director  
Date: 8/8/02  
Applicable License # (Medical/Contractor/Etc):  

* - No payment authorized without Federal Taxpayer Identification Number present and correct.

COUNTY OF SANTA BARBARA

JOHN H. McMillan,  
06/22/02

PA-131 (Rev. 8/01) ORIGINAL
PROGRAM CONTRACT
Santa Barbara City College
London - Spring 2003

1. Dates:
- Depart U.S. Wednesday, February 5, 2003
- Arrive London Thursday, February 6, 2003
- Depart London Saturday, May 10, 2003
- Mid-term break Saturday, March 29 - Sunday, April 6, 2003
- Number of nights 100

2. Transportation:
ACCENT will provide comprehensive transportation services for students on all portions of the program. Professional ACCENT staff will ensure smooth transfers at all departures and arrivals, and during excursions.
- ACCENT will organize an optional round-trip group flight from LAX to London on a regularly scheduled airline. Airfare is not included in the program price.
- The group flight must have a minimum of 10 participants. Space on the group flight cannot be guaranteed after November, 5 2002.
- The group flight will be met at the appropriate airport in London on February 6, 2003 by ACCENT representative(s).
- For group flight participants, ACCENT will arrange a transfer by rental bus from the airport to London housing on day of arrival, and from designated departure point in London to the airport on the group departure date.
- Non-group-flight participants are responsible for checking in at the ACCENT London Center and for all transfer arrangements and costs.

3. Student Lodgings/Facilities:
With many years of experience in student housing, ACCENT has established solid working relationships with agencies in London to secure comfortable and safe housing for all SBCC students.
- Double or triple occupancy in superior level student apartments with kitchen, bathroom, and general living area will be provided in central London for the duration of the program. Apartments include televisions and telephones which accept incoming calls and allow outgoing calls with a calling/credit card.
- Students will have use of a computer lab open 24 hours/7 days a week for internet access and word processing for academic work. Access also provided to library in the same building.
4. **Orientation Program:**

Orientation programs play a crucial role in assuring that students have a successful study abroad experience. ACCENT staff will offer a comprehensive orientation program which begins in the United States and continues upon arrival in London.

- **A pre-departure orientation** program will be conducted on location in California for all program participants. ACCENT staff address general aspects of study abroad and cross-cultural learning and provide practical information regarding preparation and travel.
  - A pre-departure handbook is provided to all participants. Specifically designed for American students, this handbook gives vital information about preparing for an extended stay in London.
  - An internet-based or phone orientation will be conducted with students unable to attend the pre-departure orientation.

- **An on-site orientation** in London covers practical matters as well as aspects of cross-cultural living and learning, giving students the tools they need to make the most of their time in London. A safety briefing is held the day of arrival followed by a more extensive orientation program the next day.
  - General orientation: includes a tour of the ACCENT facilities and addresses local customs, money, safety, telephones, mail, transportation, etc.
  - Academic orientation: covers all aspects of the academic program and rules/regulations.
  - Housing orientation: provides information specific to living in London and in apartments.
  - Half-day guided bus tour of London.
  - Orientation packet: includes maps, practical living information, as well as a copy of "London at your Fingertips", a guide prepared specially by ACCENT for American students living in London.
  - Welcome pub reception and farewell dinner provided to all participants.

5. **Academic Program:**

- **Classrooms**: ACCENT will provide classroom space for up to 35 students and two visiting faculty who will teach a series of courses to correspond to the needs of SBCC. Classroom space provided half-days Monday-Thursday. Classroom can be darkened for slide viewing.

- **Local Faculty**: Local instructors can be hired upon request by SBCC to teach two classes according to outlines provided by SBCC. Instructors will be hired based on enrollment and SBCC needs, which will be determined 60 days prior to departure. Instructors will be paid by ACCENT and ACCENT will be reimbursed at the hourly rate of $784 per LHE (lecture hour equivalent) per class. SBCC shall make payments to ACCENT for these services as agreed to in advance and upon receiving the invoice for the amount due.

- **Access provided to VCR (U.S. and British systems), monitor, overhead projector, slide projectors, screens, radio/cassette/CD players, limited audio-visual library. A digital imaging projector is available at an extra charge.**
6. **Visits/Excursions/Cultural Activities:**

Visits and excursions are an integral part of the SBCC program, enhancing the academic as well as cultural base of the program. Accompanied by an experienced guide or professor, students utilize the city as their classroom, with the opportunity to explore on their own.

- **ACCENT shall provide:**
  - Two one-day excursions (including guide and transport) to:
    - Oxford or Brighton or Cambridge or Canterbury or similar
  - One three-day, two-night excursion to Bath/Stonehenge (including entry costs, and transport). Accommodation in two-star hotel (double/triple rooms). Breakfast provided. A food allowance of £10/day is included.
  - An OPTIONAL two-day, one-night excursion to Stratford (including entry costs, and transport). Accommodation in two-star hotel (double/triple rooms). Breakfast provided. A food allowance of £10/day is included. Cost = $175/person.

- To assist students in becoming acquainted with the cultural aspects of life in London, ACCENT will plan a series of activities which varies but often includes museum visits, historic/thematic walking tours, film outings/discussions, music performances, etc. (some activities have a small fee).

- One performance at the National Theatre is included.

7. **Center/Administrative Assistance:**

One of the primary roles of the ACCENT London Center is to provide support to students and faculty on ACCENT programs.

- The ACCENT London Center will be open 10:00am - 4:00pm daily to students for the duration of the program (closed weekends/British national holidays).

- The ACCENT London staff will coordinate housing arrangements and excursions and will resolve any logistical problems that may arise.

- Extensive practical and cultural information is available at the London Center, allowing students to take full advantage of the culture in London: travel guides and information, a lending library (both academic and fiction), and listings of practical locations of banks, doctors, laundry facilities, etc.

- The experienced ACCENT staff is available to provide general information, counseling, crisis intervention and referrals to other professionals as needed.

- ACCENT will make all arrangements for class/visit scheduling.

- Faculty will have access to the internet through the general computer lab, available to both students and faculty.

- ACCENT administrative services are available to faculty (faxing, photocopying, telephoning, etc.). Any charges incurred through use of these services are at the U.S. institution's expense and will be billed at the end of the program.
8. Faculty Accommodation and Services:

ACCENT will make all arrangements necessary to ensure that visiting faculty are comfortable and well provided for while in London.

- **Housing**
  - One 1-bedroom apartment with telephone and television shall be provided for faculty member.
  - Utilities (gas, electricity, telephone charges) are not included. A security deposit of £750 must be paid for each apartment prior to start of program; utilities, phone and any cleaning costs will be deducted from this deposit. Remaining amount will be returned to payer after final billing for period during which occupant was in apartment (approximately 2-3 months following end of program).
  - No food allowance is provided.

- **Transportation and Excursions/Visits**
  - Transportation, accommodations, and entries on course-related visits and excursions are included.
  - 1 round-trip transatlantic ticket on the scheduled group flight from LAX to London included.
  - Faculty not taking the group flight will be given an equivalent money allowance and will be responsible for their own travel arrangements.
  - For faculty taking the group flight, transfer by taxi from the group arrival point in London to lodgings upon arrival.
  - Faculty not taking the group-flight are responsible for checking in at the ACCENT-London office and for associated transfer costs.

- **Additional expenses**
  - Any additional housing, transportation, or food costs incurred due to faculty family members or guests participating on the program must be paid by faculty to ACCENT prior to the end of the program.

9. Insurance:

- ACCENT does not provide medical insurance for any participants or faculty. It is the responsibility of the school or individual participant/faculty member to provide their own medical insurance. ACCENT requires proof of such insurance from each participant. ACCENT will supply information to participants requesting health/travel/cancellation insurance.

- ACCENT will provide students with an International Student Identity Card which includes a limited emergency health insurance policy for necessary hospitalization, medical transportation, in-hospital doctor fees, etc. Proof of supplemental medical coverage is required from all participants.

- ACCENT holds foreign general liability and errors and omissions insurance policies to the amount of $3,000,000.00.

10. Pre-program Services:

- ACCENT will assist SBCC in promoting the program and will be an integral part of the recruiting process.

- ACCENT will work in collaboration with SBCC throughout the enrollment process.

- ACCENT will collect an administrative fee of $175 per student, to be returned to SBCC before departure.

11. Subcontracting:

- ACCENT will perform the above agreed services, subcontracting as necessary with other organizations.
12. **Pricing/Minimum Participants Required:**

<table>
<thead>
<tr>
<th>Price Description</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program price (double/triple occupancy, not including security deposit)</td>
<td>5750</td>
</tr>
<tr>
<td>Refundable security deposit</td>
<td>150</td>
</tr>
</tbody>
</table>

Prices herein fixed for a minimum of 25 participants. The program price for a minimum of 30 students and a maximum of 35 is 5600. Prices are subject to change based on the number of students enrolled.

13. **Payment Schedule/Closure:**

| Payment Type | Amount ($)
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Second payment due October 1, 2003</td>
<td>2825 (may vary according to previous paragraph)</td>
</tr>
<tr>
<td>Final payment due November 1, 2003</td>
<td>2825 (may vary according to previous paragraph)</td>
</tr>
</tbody>
</table>

Participants will be accommodated on a space available basis until the final payment deadline. After the final payment deadline, the program is considered closed; new participants may be able to join the program on a case by case basis subject to the approval of ACCENT.

The above fees include a 150 refundable security deposit. Payments arriving at ACCENT after the final payment date will be subject to a 100 late payment penalty.

14. **Refunds/Cancellations**

- All individual cancellations must be made in writing to ACCENT and are effective the date of the receipt by ACCENT.

  **Cancellation fees:**
  - 90 days or more prior to start of program: 250
  - 60-89 days or more prior to start of program: 500
  - 30-59 days or more prior to start of program: 1000
  - 8-29 days prior to start of program: 2000
  - 0-7 days prior to start of program: No refund

- Before the start date of the program, should the U.S. State Department issue a warning telling American citizens not to travel to London, England, ACCENT will immediately advise the sponsoring school to cancel its program. In such case, if the program is immediately canceled in writing by the sponsoring school, ACCENT will refund the entire program fee to all students on that program.

- Should a program be canceled in writing by the sponsoring school after the program start date, no refund amount can be guaranteed, although ACCENT will make reasonable efforts to get refunds from third parties for costs not yet incurred and will refund whatever balance it receives.

15. **Exchange Rate:**

Program price is based on a U.S. $1.00 = £0.71 (conversion rate of March 7, 2002). It shall be maintained provided that the dollar remains within a conversion rate of £0.64 to £0.78. However, should the value of the dollar increase or decrease outside of this 10% margin (official rate to be determined by The International Herald Tribune listing for one week before final payment date), ACCENT will require a per-participant supplement or provide a refund as follows:

- $5 supplement per 0.1 pence below £0.64
- $5 refund per 0.1 pence above £0.78
For: Santa Barbara City College

Signature

Name (printed): BRIAN FAHNESTOCK

Title: VICE PRES., BUSINESS SERVICES

Date

For: ACCENT International Consortium for Academic Programs Abroad, Ltd.

Ray Vernon
Executive Director

July 1, 2002
Date
PROGRAM CONTRACT
Santa Barbara City College
Florence - Spring 2003

1. Dates:
   - Depart U.S.  Sunday, January 26, 2003
   - Arrive Florence  Monday, January 27, 2003
   - Depart Florence  Thursday, April 24, 2003
   - Mid-term break  Friday, March 14 - Sunday, March 23, 2003
   - National Holidays  April 1, April 25
   - Number of nights  87

2. Transportation:
   ACCENT will provide comprehensive transportation services for students on all
   portions of the program. Professional ACCENT staff will ensure smooth transfers at
   all departures and arrivals, and during excursions.
   - ACCENT will organize an optional round-trip group flight from LAX to either
     Rome, Milan, Pisa or Florence (based on availability) on a regularly scheduled
     airline. Airfare is not included in the program price.
   - The group flight must have a minimum of 10 participants. Space on the group
     flight cannot be guaranteed after September 30, 2002.
   - The group flight will be met at the appropriate airport in Italy on January 29, 2003
     by ACCENT representative(s).
   - For group flight participants, ACCENT will arrange a transfer by rental bus or taxi
     from the airport to arrival hotel on the day of arrival, and from designated
     departure point in Florence to the airport on the group departure date.
   - Non-group-flight participants are responsible for checking in at the Florence hotel
     and for all transfer arrangements and costs.
   - Taxi transfer from Florence hotel to apartments included on the day after arrival,
     following the orientation program.

3. Student Lodgings:
   With many years of experience in student housing, ACCENT has established solid
   working relationships with proprietors in Florence in order to secure comfortable
   and safe housing for all SBCC students.
   - Double occupancy the first night of the program in a hotel in Florence.
   - Double occupancy in shared student apartments will be provided within the city of
     Florence for the remainder of the program, including mid-term break.
   - Supplement to be charged for single accommodations in student apartment.
   - During overnight excursions, all students are housed in double/triple/quad
     accommodations.
4. Food:
- Participants will receive a welcome dinner at the Florence hotel, as well as breakfast the following day.
- Farewell dinner will be provided to all participants.
- During overnight excursions, breakfast in the hotel is provided. No other excursion meals are included.

5. Orientation Program:
Orientation programs play a crucial role in assuring that students have a successful study abroad experience. ACCENT staff will offer a comprehensive orientation program which begins in the United States and continues upon arrival in London.
- **Pre-departure orientation** program will be conducted on location in California for all program participants. ACCENT staff address general aspects of study abroad and cross-cultural learning and provide practical information regarding preparation and travel.
  - A pre-departure handbook is provided to all participants. Specifically designed for American students, this handbook gives vital information about preparing for an extended stay in Italy.
  - An internet-based or phone orientation will be conducted with students unable to attend the pre-departure orientation.
- **On-site orientation** at the arrival hotel in Florence covers practical matters as well as aspects of cross-cultural living and learning, giving students the tools they need to make the most of their time in Florence. A brief orientation session is held the day of arrival followed by two more days of information and modules.
  - General orientation: includes a tour of the ACCENT facilities and addresses local customs, money, safety, telephones, mail, transportation, etc.
  - Academic orientation: covers all aspects of the academic program and rules/regulations.
  - Housing orientation: provides information specific to living in Florence and in apartments.
  - Walking tour of Florence, including the ACCENT facilities, will be conducted the day after the ACCENT orientation.
  - Orientation packet: includes maps, practical living information, as well as a copy of "Florence at your Fingertips", a guide prepared specially by ACCENT for American students living in Florence.

6. Academic Program:
- **Classrooms**: ACCENT will provide classroom space for up to 40 students and two visiting faculty who will teach a series of courses to correspond to the needs of SBCC. Classroom space provided Monday-Thursday, 9:00am-4:00pm (28 hours per week). Classroom can be darkened for slide viewing.
- **Local Faculty**: Instructors will be hired based on enrollment and SBCC needs, which will be determined 60 days prior to departure. Instructors will be paid by ACCENT. Local instructors will be hired to teach:
  - Italian language: 6 hours per week. Taught by faculty from the Scuola Leonardo da Vinci.
- Access provided to VCR (U.S. and Italian systems), monitor, overhead projector, slide projectors, screens, radio/cassette/CD players, limited audio-visual library.

7. Museum Entries:
- ACCENT shall provide €100 per student for museum visits and guides within Florence.
8. Visits/Excursions/Cultural Activities:

Visits and excursions are an integral part of the SBCC program, enhancing the academic as well as cultural base of the program. Accompanied by an experienced guide or professor, students utilize the city as their classroom, with the opportunity to explore on their own.

- ACCENT shall provide:
  - Two one-day excursions to:
    - Siena/San Gimignano (including entry costs, guide and transport)
    - Ravenna (including entry costs, guide and transport)
    or similar
  - Two four-day, three-night excursions to
    - Rome (including entry costs, guides, and transport). Accommodation in two-star hotel (double/triple/quad rooms). Breakfast provided.
    - Venice (including entry costs, guides, and transport).
      Accommodation in two-star hotel (double/triple/quad rooms).
      Breakfast provided. A stop in Padova on the way to Venice.

- To acquaint students with the cultural aspects of life in Florence, ACCENT will plan a series of activities which varies but often includes lectures on local customs and contemporary issues, sports events, film evenings, walking tours, dinners, and excursions (some activities have a small fee).

9. Center/Administrative Assistance:

One of the primary roles of the ACCENT Florence Center is to provide support to students and faculty on ACCENT programs.

- The ACCENT Florence Center will be open 10:00am - 4:00pm daily to students for the duration of the program (closed weekends/Italian national holidays).
- The ACCENT Florence staff will coordinate housing arrangements and excursions and will resolve any logistical problems that may arise.
- Extensive practical and cultural information is available allowing students to take full advantage of the culture in Florence: travel guides and information, a lending library of English and Italian books (both academic and fiction), and listings of locations of banks, doctors, laundry facilities, etc.
- The experienced ACCENT staff is available to provide general information, counseling, crisis intervention and referrals to other professionals as needed.
- ACCENT will make all arrangements for class/visit scheduling.
- A general office for all faculty is provided in proximity to the classrooms with access to photocopier, fax machine, and computer with internet access.
- ACCENT administrative services are available to faculty (e-mail, faxing, photocopying, telephoning, etc.). Any charges incurred through use of these services are at the U.S. institution's expense and will be billed at the end of the program.

10. Faculty Accommodation and Services:

ACCENT will make all arrangements necessary to ensure that visiting faculty are comfortable and well provided for while in Florence.

- Housing and Food
  - Faculty members will spend the first night in single rooms in the Florence arrival hotel.
  - Two 1-bedroom apartments with telephone shall be provided for faculty member(s).
- Utilities (gas, electricity, telephone charges) are not included. A security deposit of $750 must be paid for each apartment prior to start of program; utilities, phone and any cleaning costs will be deducted from this deposit. Remaining amount will be returned to payer after final billing for period during which occupant was in apartment (approximately 2-3 months following end of program).
- No food allowance is provided.

**Transportation and Excursions/Visits**
- Transportation, accommodations, and entries on course-related visits and excursions are included.
- 2 round-trip transatlantic tickets on the scheduled group flight from LAX to Rome/Milan/Pisa/Florence included.
- Faculty not taking the group flight will be given an equivalent money allowance and will be responsible for their own travel arrangements.
- For faculty taking the group flight, transfer by taxi from Florence arrival hotel to lodgings on the day after arrival.
- Faculty not taking the group-flight are responsible for checking in at the Florence arrival hotel and for associated transfer costs.

**Additional expenses**
- Any additional housing, transportation, or food costs incurred due to faculty family members or guests participating on the program must be paid by faculty to ACCENT prior to the end of the program.

11. **Insurance:**
- ACCENT does not provide medical insurance for any participants or faculty. It is the responsibility of the school or individual participant/faculty member to provide their own medical insurance. ACCENT requires proof of such insurance from each participant. ACCENT will supply information to participants requesting health/travel/cancellation insurance.
- ACCENT will provide students with an International Student Identity Card which includes a limited emergency health insurance policy for necessary hospitalization, medical transportation, in-hospital doctor fees, etc. Proof of supplemental medical coverage is required from all participants.
- Participants who choose to or who are required to obtain a visa from the host country's Consulate may be subject to additional insurance requirements. Participants obtaining local residence permits may also be subject to additional insurance requirements.
- ACCENT will assist students in obtaining a "permesso di soggiorno," a residence permit, upon arrival in Florence.
- ACCENT holds foreign general liability and errors and omissions insurance policies to the amount of $3,000,000.00.

12. **Pre-program Services:**
- ACCENT will assist SBCC in promoting the program and will be an integral part of the recruiting process.
- ACCENT will work in collaboration with SBCC throughout the enrollment process.

13. **Pricing/Minimum Participants Required:**

<p>| | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Program price (double occupancy, not including security deposit)</td>
<td>$4950</td>
</tr>
<tr>
<td>Refundable security deposit</td>
<td>$200</td>
</tr>
<tr>
<td>Single room supplement</td>
<td>$650</td>
</tr>
</tbody>
</table>
Prices herein fixed for a minimum of 30 and a maximum of 34 participants.
Prices are subject to change based on the number of students enrolled (as follows):
25-29 students: $5150 + $200 security deposit
35-39 students: $4850 + $200 security deposit
Included in the price is $125 per student to be returned to SBCC.

14. Payment Schedule/Closure:

- Non-refundable first payment of $250 due with application.
- Second payment due September 30, 2002: $2450 (may vary according to previous paragraph)
- Final payment due October 30, 2002: $2450 (may vary according to previous paragraph)

Participants will be accommodated on a space available basis until the final payment deadline. After the final payment deadline, the program is considered closed; new participants may be able to join the program on a case by case basis subject to the approval of ACCENT.

The above fees include a $200 refundable security deposit. Payments arriving at ACCENT after the final payment date are subject to a $100 late payment penalty.

15. Refunds/Cancellations

- All individual cancellations must be made in writing to ACCENT and are effective the date of the receipt by ACCENT.

  Cancellation fees:
  - 90 days or more prior to start of program: $250
  - 60-89 days or more prior to start of program: $500
  - 30-59 days or more prior to start of program: $1000
  - 8-29 days prior to start of program: $2000
  - 0-7 days prior to start of program: No refund

- Before the start date of the program, should the U.S. State Department issue a warning telling American citizens not to travel to Florence, Italy, ACCENT will immediately advise the sponsoring school to cancel its program. In such case, if the program is immediately canceled in writing by the sponsoring school, ACCENT will refund the entire program fee to all students on that program.

- Should a program be canceled in writing by the sponsoring school after the program start date, no refund amount can be guaranteed, although ACCENT will make reasonable efforts to get refunds from third parties for costs not yet incurred and will refund whatever balance it receives.

16. Exchange Rate:

Program price is based on a U.S. $1.00 = €1.10 (conversion rate of May 17, 2002). It shall be maintained provided that the dollar remains within a conversion rate of €1.21 and €0.99. However, should the value of the dollar increase or decrease outside of this 10% margin (official rate to be determined by The International Herald Tribune listing for one week before final payment date), ACCENT will require a per-participant supplement or provide a refund as follows:
- $30 supplement eurocent below €0.99
- $30 refund per eurocent above €1.21

17. Subcontracting:

- ACCENT will perform the above agreed services, subcontracting as necessary with Scuola Leonardo da Vinci, Alterini Bus and other organizations.
For: Santa Barbara City College

Signature

Name (printed): BRIAN FAHNESTOCK

Title: VICE PRES., BUSINESS SERVICES

Date

For: ACCENT International Consortium for Academic Programs Abroad, Ltd.

Ray Vernon
Executive Director

June 6, 2002
Date
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
And
CATHOLIC HEALTHCARE WEST

Administrative Memorandum of Understanding
Medical Coding Specialist Certificate Contract Education

This Administrative Memorandum of Understanding (the “Memorandum of Understanding”) is entered into as of August 1, 2002 (the “Effective Date”) by and between the Santa Barbara Community College District, a government subdivision (“Santa Barbara City College” or “SBCC”), and Catholic Healthcare West, a California nonprofit public benefit corporation (“CHW”), to provide coding education to CHW staff through modularized versions of the courses (short-courses) required for the Medical Coding Specialist Certificate (the “Program”).

Background

The Medical Coding Specialist Certificate program is offered by Santa Barbara City College as a Web-based technology mediated instructional program. The Medical Coding Specialist Certificate program was officially implemented August 1999 to meet the needs of the healthcare community. Pursuant to this Memorandum of Understanding, SBCC will offer coding education through short-courses to CHW employees and staff. CHW staff who successfully complete the Medical Coding Manager Certificate program will be eligible to sit for the national certification examination to earn the Certified Coding Associate (CCA) certificate.

AGREEMENT

I. Santa Barbara City College shall:

- Maintain appropriate accreditation for the Program.
- Assume responsibility for planning the Program’s policies and procedures and curriculum under the direction of the Health Information Technology (HIT) Department Chair.
- Assume responsibility for coordination of technology mediated instruction and Web-based course delivery in Medical Coding Specialist courses: introduction to health information technology, ICD-9-CM Coding, CPT Coding, advanced coding applications and practicum, basic pathophysiology, pharmacology for allied health, and computer applications under the direction of the HIT Department Chair.
- Approve, hire and maintain HIT Program faculty. SBCC’s selection of HIT faculty will be based upon established criteria for eligibility, including professional and academic qualifications. SBCC shall allow CHW representatives to review the qualifications of faculty who will instruct CHW employees before CHW employees begin classes at SBCC. SBCC shall also provide CHW representatives with an opportunity to
furnish input and feedback concerning faculty qualifications and course content to SBCC before the first group of CHW employees begins classes. Thereafter, SBCC shall provide CHW representatives with the opportunity to furnish such input and feedback to SBCC at least twice a year. SBCC shall use best efforts to incorporate CHW’s feedback into the Program’s curriculum.

- Provide to students who have completed the required courses in the designated sequence the opportunity to complete the Program in five months (Appendix A).
- Assume full responsibility for the educational content of the Program’s courses and the student outcomes based upon sound academic principles and the mission and vision of the SBCC and accrediting agencies.
- Offer tuition fees of $11 per unit to California residents, and $70 per unit for non-California residents enrolling in the Program’s courses through the Contract Education option.
- Refund tuition following the SBCC refund policies.
- Establish a separate section for the Medical Coding Certificate short-courses. One section shall be designated as a Contract Education section that is only open to CHW Contract Education students.
- Maintain complete and separate administrative records of non-California students registering for courses through the Contract Education option.
- Report to the CHW Board of Directors, or its designee, on Contract Education enrollment and attrition rates.

II. Catholic Healthcare West or the appropriate CHW affiliate shall:

- Submit registration information for California and non-California students enrolling in the Program’s courses at the beginning of each semester that includes student names, addresses, telephone numbers, email addresses, social security numbers and course numbers/names (e.g., HIT 101/Introduction to Health Information Management).
- Submit fees of $11 per unit, plus a $2 health fee each semester to SBCC for California residents and $70 per unit, plus a $2 health fee each semester for non-California residents enrolling in the Program’s short-courses at the beginning of each semester.
- Pay an affiliation fee of $100 per student to the SBCC Foundation, per semester for employees enrolling in the Program’s short-courses. These funds will be used exclusively to support the Program.
- Be exempt from all liability relating to course delivery, content, or the success or failure of individual students who are enrolled in the Program.
- Provide CHW employees enrolled in the Program with computer hardware, software and Internet access in accordance with technology guidelines furnished by SBCC.
- Provide CHW employees enrolled in the Program with required course materials, (i.e., textbooks).
• Provide CHW employees with access to health records for practical coding application activities, in accordance with applicable medical information confidentiality laws.

III. Term of Memorandum of Understanding

This Memorandum of Understanding will be in effect for two years following the Effective Date. Either party may terminate this Memorandum of Understanding for any reason by providing ninety (90) days prior written notice to the other party.

SANTA BARBARA COMMUNITY COLLEGE DISTRICT:

Jack Friedlander
Executive Vice President, Educational Programs
Santa Barbara City College

8/5/02
Date

CATHOLIC HEALTHCARE WEST:

Michael Blaszyk,
Executive Vice President/Chief Financial Officer

Date

Gloryanne Bryant
CHW Corporate Director
Coding/HIM Compliance

Date
AGREEMENT WITH AN INDEPENDENT CONTRACTOR

Agreement is entered into this ___1st___ day of ___July___, 2002
By and between SANTA BARBARA CITY COLLEGE (hereinafter referred to as the College and
Jeanne M. West (hereinafter referred to as the Contractor).

Address of Contractor: ___P.O. Box 30285, Santa Barbara, CA 93130___

Social Security Number: _______159-38-7540_____

Federal Employer Identification Number: _________________________
(if applicable)

Contractor is authorized by ___Marsha Roberson___, in accordance
with federal and state laws, to perform services as described and Agreement shall be in effect from
_________________________ to ____________________________

July 1, 2002 to June 30, 2003

General Conditions

Services to be performed:
In consideration of the payments as described, Contractor shall perform services for the College as set
forth below. Include a narrative description of any materials, reports, surveys, etc., that are to be
furnished. Include the expected time frame in which the services are to be performed. Attach additional
pages, if needed.

Assist in organizing educational programs for nursing staff in the region, write articles for publication,
implement nursing recruitment/retention strategies, and as directed, organize special events, and other
activities as directed by the RHORC Director.

Payments in consideration of the services and materials needed in order to perform as noted in paragraph
1:
College shall pay an amount not to exceed $ __56,000___ to Contractor during term of this
Agreement. Payment of the aforesaid sum shall be made in the following manner:
•  payable on monthly - quarterly activity log and invoice.
•  Hourly rate $45/hr

___________________________________________
___________________________________________
___________________________________________
Relationship of the parties:
It is understood that this is an Agreement by and between Contractor and College and is not intended to, and shall not be construed to create the relationship of agent, employee, partnership, joint venture or association or any other relationship whatsoever.

Terms and duties:
The College retains the Contractor and the Contractor agrees to work for the College on the terms and conditions stated herein. The Agreement will be for the length of time set forth above, unless earlier terminated as set forth later in this Agreement. The Contractor shall perform those tasks (the “services”) according to the services agreed to above.

It is understood that if additional tasks are required from either the College or the Contractor, they shall be set forth in writing, indicating the specific work to be accomplished, the approximate period of time over which performance will be completed, and the additional compensation to be paid for the services, if any.

Compensation:
As full compensation for the performance of the services, and any other obligations set forth, as noted in #2 above, the College will pay the Contractor that amount. The amount will be payable at the times and upon the completion of the services as set forth above.

Confidentiality:
The Contractor agrees to keep confidential and not to disclose or make any unauthorized use of any confidential information, knowledge, data or other information of the College of any subject matter pertaining to any business of the College or any of the College’s clients, customers, consultants, licensees or affiliates. Such confidentiality shall survive the termination of this Agreement and will only be relieved by written consent of the College.

Nonassignability:
The Contractor shall not assign performance under this Agreement without notification and agreement from the College, unless it is so set forth in this Agreement. The Contractor further agrees that, as an independent contractor, each of his/her employees and/or contractors, if any, who perform any of the services noted in this Agreement, will have executed an agreement with the Contractor in a form similar to this one.

Employment taxes and benefits insurance:
Wages: The Contractor acknowledges and agrees that he/she will be solely responsible for paying all salaries, wages, benefits and other compensation which the Contractor’s employees or contractors may be entitled to receive in connection with performing services; paying all travel, lodging and other expenses, unless otherwise provided above; withholding and paying all applicable payroll taxes and contributions, including, without limitation, federal, state and local income taxes, FICA, FUTA, and state unemployment, workers’ compensation and disability insurance.

Insurance: The Contractor shall maintain workers’ compensation insurance, state disability insurance, sufficient comprehensive general liability insurance and other such insurance as the College may reasonably request. The Contractor agrees to hold the College harmless from any damage or injuries which may occur to persons or property as a result of Contractor’s activities pursuant to this Agreement and, if required, shall provide a certificate of insurance naming the College as additional insured.
9. No continuation of services:
Nothing contained herein will confer upon the Contractor any right to continue to render services to the College or to become employed by the College.

10. Attorney fees:
If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which prevailing party may be entitled.

11. Governing law:
This Agreement and any of its terms or provisions shall be governed by and construed in accordance with the laws of the State of California.

12. Termination:
Either party may terminate the Agreement should either party fail to perform the covenants herein contained at the time and manner specified herein. Either party may terminate this Agreement for its convenience upon thirty (30) days written notice to the other if there is no outstanding project assignment.

IN WITNESS WHEREOF, the College and the contractor have signed this Agreement as of the date written below.

SANTA BARBARA CITY COLLEGE

By: __________________________

(Print Name)

Title

Date: _________________________

CONTRACTOR

By: __________________________

Jeanne M. West

(Print Name)

Regional CNA Recruitment/Retention Coord.

Title

Date: June 28, 2002
AGREEMENT FOR THE PROVISION OF
HOSPITAL SERVICES TO
STUDENTS OF SANTA BARBARA CITY COLLEGE
HEALTH SERVICES

THIS AGREEMENT is made and entered into this 30th day of May, 2002, by and between Santa Barbara City College, a California non-profit corporation (hereinafter referred to as "COLLEGE"), and St. Francis Medical Center of Santa Barbara, a California non-profit corporation (hereinafter referred to as "HOSPITAL").

WHEREAS, COLLEGE is licensed as a community college in the State of California;

WHEREAS, HOSPITAL is a duly licensed general acute care hospital in the State of California;

WHEREAS, COLLEGE and HOSPITAL desire HOSPITAL to provide certain of the services required by COLLEGE students in consideration of the covenants, agreements, and promises herein contained;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties to this Agreement agree as follows:

ARTICLE I
Definitions

1.1 Agreement shall mean the same as contract.

1.2 Emergency Services shall mean those services required for alleviation of pain or immediate diagnosis and treatment of unforeseen medical conditions, or changes or exacerbation’s in existing conditions which if not immediately treated could lead to further physical complications, disability or death, it being understood that service(s) provided in connection with the evaluation and diagnosis of any student presenting himself for care and treatment shall be considered an emergency service if it is medically appropriate to perform such evaluative or diagnostic service(s) to determine whether or not an emergency condition (as herein defined) obtains.

1.3 College Student shall mean any person who is currently enrolled at Santa Barbara City College for college classes.

1.4 Consulting Physician shall mean a physician to whom the college may refer a student for medical care treatment.

ARTICLE II
Services Covered

2.1 Hospital Services. Subject to Section 2.3 below and any other provisions of this Agreement which limit or modify such responsibility, HOSPITAL shall provide: (1) emergency services to College Students requiring such services, and (2) inpatient services, if such services are necessary as a result of the College Student’s need for HOSPITAL services. Such services shall be so provided in accordance with HOSPITAL’S existing rules, regulations, and policies. HOSPITAL shall provide such services consistent with the Ethical and Religious Directives of the Roman Catholic Church.
2.2 Services Rendered on Basis of Availability of Facilities.

(a) Throughout the term of this Agreement, and subject to any business interruptions of HOSPITAL as provided in Article XIV below, HOSPITAL shall use its best efforts (consistent with sound management and budgeting principles) to provide and/or maintain sufficient facilities, equipment, and personnel to meet HOSPITAL'S obligation to provide services hereunder. Nothing contained herein requires (nor shall it be construed to require) HOSPITAL to make additions to its facilities or equipment which are not approved by HOSPITAL'S Governing Board in accordance with such building and/or development plans as may be approved and implemented by said Board from time to time.

(b) It is specifically understood and agreed that HOSPITAL is an organization which supplies services in its service area on the basis of need and the availability of facilities. HOSPITAL cannot, therefore, provide any preference to College Students, but can only provide for their use of such facilities, equipment, and personnel as are available at the time treatment and services are required.

2.3 Emergency Services. Both parties recognize that the provision of Emergency Services, both in HOSPITAL'S Emergency Department and for inpatients who require immediate treatment for unexpected conditions, requires the professional care of a physician who is immediately available on or near HOSPITAL premises. HOSPITAL has arranged for the provision of such services to all patients of HOSPITAL requiring such services by a contract with physicians who have agreed to provide required emergency services on an independent contractor basis. In the event College Students require such services, said physician contractors shall provide such services on the same basis as they are provided to all other patients of HOSPITAL. This means that a Consulting Physician may be called in to assume responsibility for care of such patients as soon as possible under the circumstances, and that arrangements for such referrals shall be made in accordance with appropriate professional standards and procedures.

ARTICLE III
Duties of Hospital

3.1 Hospital Licensing. HOSPITAL is currently and shall remain licensed by the Department of Health Services of the State of California.

3.2 Personnel. HOSPITAL agrees to provide and/or maintain sufficient facilities, equipment, and personnel to meet its obligations hereunder.

3.3 Quality of Care. HOSPITAL agrees to use its best efforts to provide a quality of services in conformity with accepted practice prevailing in the services area and in the general medical community.

3.4 Staff Privileges. No Consulting Physician or other physician associated with COLLEGE shall be entitled to admit or treat patients in HOSPITAL if said physician is not a member in good standing of HOSPITAL'S Medical Staff with admitting and appropriate treatment privileges as may be granted by HOSPITAL'S Governing Board, acting in conjunction with its Medical Staff. All applications submitted by Consulting Physician(s) for Medical Staff membership shall be processed in accordance with the bylaws, and rules and regulations of HOSPITAL'S Medical Staff.
ARTICLE IV
Duties of College

4.1 Identification of College Students. COLLEGE Students shall identify themselves with valid COLLEGE ID, or shall be charged regular Emergency Room fees for services rendered at HOSPITAL.

4.2 College, College Physicians and Consulting Physicians Not To Interfere with Hospital. Nothing in this Agreement is intended to create (nor shall it be construed to create) any right in COLLEGE or College Physicians or Consulting Physicians (except in their capacity as members of HOSPITAL'S Medical Staff) to interfere in any manner with the method or means by which HOSPITAL or physicians who are not associated with COLLEGE render services hereunder.

ARTICLE V
Compensation

5.1 Payment for Outpatient Emergency Services. As consideration for HOSPITAL emergency services and outpatient ancillary services provided to College Students hereunder, COLLEGE and HOSPITAL agree that HOSPITAL shall bill College and College insured Students according to the schedule set forth in Exhibit A, which is attached hereto and made a part hereof. However, in the event a College Student is covered by the Medicare, Medi-Cal or other insurance programs, HOSPITAL shall bill such programs instead of the student.

5.2 Payment for Inpatient Services. As consideration for HOSPITAL inpatient services provided College Students hereunder, COLLEGE and HOSPITAL agree that HOSPITAL shall bill and collect College Students in accordance with HOSPITAL'S usual and customary rates. However, in the event a College Student is covered by the Medicare, Medi-Cal, or other insurance programs, HOSPITAL shall bill such programs instead of the student. COLLEGE shall not be responsible for the payment of such services, nor shall it have any control over the HOSPITAL’S efforts to bill and collect for such services.

5.3 Payment from Third-Party Payers. COLLEGE and HOSPITAL agree that if any government or private third-party payers are responsible for making any payment with respect to services rendered to any College Student by HOSPITAL, HOSPITAL shall be entitled to such payment. HOSPITAL shall be responsible for collecting any amount for which a third-party payer is responsible. However, if for any reason, COLLEGE is the only entity entitled to collect for such payment or otherwise receives payment for service rendered by HOSPITAL to College Students, COLLEGE shall be responsible for collecting payment from such third-party payer and shall reimburse HOSPITAL within ten (10) days of receipt of payment.

ARTICLE VI
Insurance

6.1 Hospital Liability Insurance. HOSPITAL, at its sole cost and expense, shall procure and maintain such policies of general liability and professional liability insurance and other insurance as shall be necessary to insure it and its employees against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of any services provided by HOSPITAL, the use of any property and services provided by HOSPITAL, and the activities performed by HOSPITAL in connection with this Agreement. Each such policy (unless the Parties shall otherwise designate in writing) shall provide for limits of not less than one million dollars ($1,000,000) per occurrence and five million dollars ($5,000,000) in the aggregate.
6.2 College Liability Insurance. COLLEGE, at its sole cost and expense, shall procure and maintain such policies of general liability and other insurance as shall be necessary to insure COLLEGE and its employees against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of any service by COLLEGE, the use of any property and facilities provided by COLLEGE, and the activities performed by COLLEGE in connection with the Agreement.

6.3 Coordination of Defense of Claims. The parties agree to make all reasonably practicable efforts consistent with advice of counsel and the requirement of their respective insurance policies (or other coverage) and carriers, to coordinate the defense of all claims in which the other party is either named as a defendant or has substantial possibility of being so named.

ARTICLE VII
Term and Termination

7.1 Term. This Agreement shall be in full force and effect for a period of twelve (12) months commencing on the 1st day of July, 2002 and terminating on the 30th day of June, 2003.

7.2 Termination.
(a) Either party, at any time during the term of this Agreement, may cancel this Agreement with or without cause upon giving the other party sixty (60) days written notice.

(b) Either party shall have the right to terminate this Agreement on thirty (30) days written notice to the other party if the party to whom such notice is given is in breach of any material provision of this Agreement. The party claiming the right to terminate hereunder shall set forth in the notice of intended termination required hereby the facts underlying its claim that the other party is in breach of this Agreement. Remedy of such breach within twenty (20) days of receipt of such notice shall revive the Agreement in effect for the remaining term.

(c) Notwithstanding the provisions hereof concerning arbitration, HOSPITAL shall have the right to terminate this Agreement upon providing five (5) days written notice to COLLEGE in the event HOSPITAL determines that College Students have been in default of payments due and owing to HOSPITAL hereunder in the amount of two thousand five hundred dollars ($2,500) for a period of thirty (30) days or longer.

(d) Notwithstanding the provisions hereof concerning arbitration, HOSPITAL shall have the right to terminate this Agreement upon providing five (5) days written notice to COLLEGE in the event HOSPITAL determines that the number of College Students utilizing HOSPITAL'S Emergency Room exceeds 10% of the total number of patients utilizing HOSPITAL'S Emergency Room in any one month.

7.3 Effect of Termination. As of the date of termination pursuant to any provision of this Article or of this Agreement, this Agreement shall be considered to be of no further force or effect whatsoever and each of the parties hereto shall be relieved and discharged herefrom, except that each party shall remain liable for any obligations or liabilities arising from activities carried on by such party or its agents, servants, or employees during the period this Agreement shall have been in effect. Furthermore, if any College Student is in the HOSPITAL at the time of the termination of this Agreement, the College Student shall remain liable to HOSPITAL for payment of services rendered after the termination of this Agreement.
ARTICLE VIII
Hospital Medical Records and Confidentiality

8.1 Records To Be Kept. HOSPITAL shall maintain with respect to each College Student receiving hospital services pursuant to this Agreement a single standard hospital medical record in such form, containing such information, and preserved for such time period(s) as are required by pertinent California law and regulations.

8.2 Records Are Property Of Hospital. It is understood that the medical records referred to in Section 8.1 above shall be and remain the property of HOSPITAL and shall not be removed or transferred from HOSPITAL except in accordance with applicable laws and general HOSPITAL policies, rules, and regulations relating thereto.

8.3 Confidentiality of Medical Record
(a) HOSPITAL agrees to maintain the confidentiality of information contained in the medical records of College Students and, except for the dissemination of such records (in accordance with and subject to applicable laws) to other authorized providers, to HOSPITAL'S quality of care and administrative review committees, or to governmental authorities, not to disclose such information except with the consent of the College Students, or in accordance with Section 8.4 below. This Section shall not be construed to prevent HOSPITAL from releasing information which is taken from or based on such records to organizations or individuals taking part in research, experimental, educational, or similar programs, if no identification of such information with a particular enrollee is made.

(b) College warrants that prior to requesting a student's medical record it will obtain legally appropriate release from College Students (or their legal representative) authorizing COLLEGE to obtain their medical records and shall hold HOSPITAL harmless from any liability in connection therewith.

8.4 Release of Medical Records to Governmental Agencies or Pursuant to Legal Process. Notwithstanding the provisions of Section 8.3 above, it is understood and agreed that HOSPITAL shall be authorized to release any College Student medical record to official governmental agencies, or pursuant to discovery procedures under applicable law, in accordance with HOSPITAL'S existing policies, rules, and regulations with respect thereto.

ARTICLE IX
Arbitration

9.1 Arbitration.
(a) Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with rules of the American Arbitration Association ("AAA") and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. In all cases submitted to arbitration, the parties agree to share equally the administrative fee as well as the arbitrator's fee, if any, unless otherwise assessed by the arbitrator. The administrative fee shall be advanced by the initiating party subject to final apportionment by the arbitrator in his award.

(b) Nothing contained in Section 9.1(a) is intended to create (nor shall it be construed to create) any right in any College Student or any other third party to independently initiate the arbitration procedures established in such Section. This limitation shall not prevent COLLEGE from initiating such procedures with
respect to the interests of College Students in regard to a dispute relating to the interpretation or enforcement of the terms of this Agreement, provided that in any such case COLLEGE shall be considered the initiating party for the purposes of Section 9.1(a) hereof.

**ARTICLE X**  
**Independent Contractors**

10.1 **Parties Are Independent Contractors.** In the performance of the work, duties, and obligations devolving upon each of the parties hereto and in regard to any Service rendered or performed on behalf of College Student by either party, it is mutually understood and agreed that each party, its agents, servants, and employees are at all times acting and performing as independent contractors that neither party shall have or exercise any control or direction over the method by which the other party shall perform such work or render or perform such services and functions provided that each party expressly agrees to perform its work and function at all times in strict accordance with currently approved hospital and professional standards.

10.2 **Parties Are Not Agents, Servants, or Employees of, or Joint Ventures With Each Other.** It is expressly agreed by the parties hereto that no work, act, commission, or omission of either party, or its agents, servants, or employees pursuant to the terms and conditions of this Agreement shall be construed to make or render either party, or any of its agents, servants, or employees, an agent, servant, or employee of, or joint venture with the other.

**ARTICLE XI**  
**Advertising**

11.1 **Hospital Owns Name.** It is specifically understood that the name "St. Francis Medical Center of Santa Barbara" is the sole and exclusive property of HOSPITAL and that COLLEGE shall have no right to use said name without the express written consent of HOSPITAL subject to the exceptions contained in this Article.

11.2 **Advertising References to Hospital.** No references in any marketing, advertising, or solicitation campaign or any third party shall refer to HOSPITAL by name unless the express consent of HOSPITAL to each specific reference has first been obtained. Any proposed advertising materials (e.g., brochures, pamphlets, mailings, cards, etc.) utilizing the name listed above shall be submitted to HOSPITAL for its approval prior to their use.

11.3 **Information to College Students.** Notwithstanding Section 11.1 above, but subject to Section 11.4, COLLEGE may properly take the initiative in informing College Students regarding the services and facilities made available by HOSPITAL to such College Students; provided that such information shall be disseminated only in accordance with and subject to applicable professional ethical standards.

11.4 **Remedies.** Continuing violation of any provision of this Article after notice by HOSPITAL to COLLEGE of such violation shall be grounds for immediate termination of this Agreement by HOSPITAL. HOSPITAL shall also be entitled to pursue any other legal remedies with respect to such violations provided for by the laws of the State of California or the United States, including, without limitation, efforts to obtain injunctive relief and damages (including punitive or exemplary damages).
ARTICLE XII
Relationships to College Students

12.1 No Notice to College Students Required. This Agreement is made in contemplation of the provisions of hospital services to College Students eligible to receive such services provided hereunder. COLLEGE and HOSPITAL, however, reserve the right to amend this Agreement or any of the provisions hereof, to waive any rights granted to either party hereunder by mutual written agreement, or to terminate the Agreement in any manner provided for in any Article or Section hereof without notice to or consent of any College Student, and nothing contained herein shall operate (or be construed to operate) in any manner whatsoever to increase the right of any College Student or the duties or responsibilities of HOSPITAL or COLLEGE, as compared to the rights, duties, and responsibilities of the parties with respect to College Students as would or might exist in the absence of this Agreement, except as otherwise required by law.

12.2 Agreement Does Not Create Rights in Third Parties. This Agreement is entered into by and between the parties' signatory hereto and for their benefit. The parties hereby expressly agree that, except for specific obligations assumed by the parties under the provisions of this Agreement, there is no intent by either party to create or establish third party beneficiary status or rights or their equivalent in any subscriber, enrollee, subcontractor, or other third party to this Agreement, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement except for such specific obligations as or provided for under Sections entitled "Assignment" and "Binding on Successor in Interest" hereo.

12.3 College to Assume Responsibility for Informing College Students with Respect to Changes in Agreement, etc. COLLEGE shall assume full responsibility for informing College Students of the right reserved in this Article, and shall hold HOSPITAL harmless from and against any liability, loss, damage, or claim which might result, directly or indirectly, as a consequence of action taken by any College Student in any proceeding based upon any amendment, termination, or waiver made, enforced, or given in accordance with the provisions of this Agreement.

ARTICLE XIII
Business Interruptions

13.1 Cause Beyond Control of Hospital. In the event the operations of HOSPITAL'S facilities or any substantial portion thereof, are interrupted by war, fire, insurrection, labor troubles, riots, the elements, earthquakes, acts of God, or, without limiting the foregoing, any other cause beyond the control of HOSPITAL, the provisions of this Agreement (or such portions hereof as HOSPITAL is thereby rendered incapable of performing) shall be suspended for the duration of such interruption. Nothing contained herein shall be construed to limit or reduce COLLEGE Student's obligation to pay HOSPITAL for services rendered prior or subsequent to an event described herein. COLLEGE Student shall also reimburse HOSPITAL for any expenses HOSPITAL may incur in arranging for continuing care and/or transportation to other facilities at such time. Should a substantial part of the services which HOSPITAL has agreed to provide hereunder be interrupted pursuant to such event for a period in excess of thirty (30) days, COLLEGE shall have the right to terminate this Agreement upon ten (10) days prior written notice to HOSPITAL.

13.2 Hospital Retains Right to Alter Facilities or Services. HOSPITAL shall retain the right at its sole discretion, as exercised in accordance with the decisions of its Governing Board, to alter, enlarge, reconstruct, modify, or shut down all or any part of its facilities, or to alter, modify, or reduce the manner or scope of services provided in any area, department, or specialty service of HOSPITAL.
ARTICLE XIV
Severability and Changes in Law

14.1 In General. In the event any provision of this Agreement is or becomes invalid or unenforceable by Act of Congress, statute passed by the California Legislature, local ordinance, or any regulation duly promulgated by officer of the United States or of the State of California acting in accordance with law, or is declared null and void by any court of competent jurisdiction, the remainder of the provisions hereof, subject to Section 14.2 below, shall remain in full force and effect.

14.2 Limitation. In the event the removal of the provision rendered invalid or unenforceable or declared null and void has the effect of materially altering the obligations of either party in such manner as to: (a) cause serious financial hardship to such party; or (b) cause such party to act in violation of its corporate (or association) Articles or Bylaws (or similar organizational documents or agreements), the party so affected shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party.

ARTICLE XV
Tax Exempt Financing

15.1 In the event HOSPITAL intends to seek tax exempt financing and the existence of this Agreement in its current form would preclude HOSPITAL'S ability to obtain such financing, COLLEGE agrees to amend this Agreement as may be required in order for HOSPITAL to qualify to obtain such financing.

ARTICLE XVI
Miscellaneous

16.1 Assignment and Delegation. Notwithstanding Section 16.2, neither this Agreement nor any of the rights or duties under this Agreement may be assigned or delegated by either party without prior written consent of the other party.

16.2 Binding on Successors in Interest. The provisions of this Agreement and obligations arising hereunder shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of each of the parties hereto.

16.3 Non-Exclusive Agreement. HOSPITAL shall have the right to provide the subject services of this Agreement to patients of other facilities.

16.4 Notice. Written notice required under this Agreement shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested, and addressed or delivered to each of the parties at the following address (or such other address as may hereafter be designated by a party by written notice thereof to the other party):
16.5 Waiver and Provisions. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

16.6 Confidentiality This Agreement is confidential and its substance may only be disclosed to the parties hereto, and appropriate third parties such as insurance carriers and government agencies, as mutually agreed upon by the parties hereto, or as required by law, including, but not limited to, review requested by any duly authorized representative of any government third party payment program in which HOSPITAL may, from time to time, be a participating provider.

16.7 Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

16.8 Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and supersedes any and all prior Agreements, arrangements, or understandings between the parties relating to the subject matter hereof. No covenants, conditions, duties, obligations, or undertakings contained or made a part of this Agreement shall be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever, shall not constitute a waiver; and, until complete performance of all covenants, conditions, and obligations are satisfied, the other party shall have the right to invoke any remedy available under this Agreement or under law notwithstanding such forbearance or indulgence.

EXECUTED AT Santa Barbara, California 7/18/0

DATE

ST FRANCIS MEDICAL CENTER OF SANTA BARBARA

By:  
Ron Biscaro

Title: Chief Executive Officer

Date: 7/18/0

SANTA BARBARA CITY COLLEGE BUSINESS SERVICES

By:  
Brian E. Fahnstock

Title: Vice President, Business Services

Date:  

-8-
EXHIBIT A

Patients will be charged in accordance with Hospital outpatient fee schedule. A 50% discount will be applied to all outpatient accounts paid within 30 days of service.
AGREEMENT WITH AN INDEPENDENT CONTRACTOR

Agreement is entered into this 21st day of June, 2002
By and between SANTA BARBARA CITY COLLEGE (hereinafter referred to as the College
and Turner Healthcare Associates Inc. (hereinafter referred to as the Contractor).

Address of Contractor: 3259 Winterbrook Ct.

Social Security Number: 548-80-6403
(If applicable)

Federal Employer Identification Number: EIN 77-038-188-2
(if applicable)

Contractor is authorized by Marsha Robinson, in accordance with
federal and state laws, to perform services as described and Agreement shall be in effect from
July 1, 2002 to June 30, 2003

General Conditions

Services to be performed:
In consideration of the payments as described, Contractor shall perform services for the
College as set forth below. Include a narrative description of any materials, reports,
surveys, etc., that are to be furnished. Include the expected time frame in which the
services are to be performed. Attach additional pages, if needed.

- Revised Health Academy Curriculums - Thousand Oaks H.
- Online Critical Care Course to serve region (Operating Room Nursing)
- Online Critical Care Course to serve region

Payments in consideration of the services and materials needed in order to perform as noted in
paragraph 1:
College shall pay an amount not to exceed $38,000 to Contractor
during term of this Agreement. Payment of the aforesaid sum shall be made in the following
manner:
30-day pd on invoice w/ activity log
Relationship of the parties:
It is understood that this is an Agreement by and between Contractor and College and is not intended to, and shall not be construed to create the relationship of agent, employee, partnership, joint venture or association or any other relationship whatsoever.

Terms and duties:
The College retains the Contractor and the Contractor agrees to work for the College on the terms and conditions stated herein. The Agreement will be for the length of time set forth above, unless earlier terminated as set forth later in this Agreement. The Contractor shall perform those tasks (the 'services') according to the services agreed to above.

It is understood that if additional tasks are required from either the College or the Contractor, they shall be set forth in writing, indicating the specific work to be accomplished, the approximate period of time over which performance will be completed, and the additional compensation to be paid for the services, if any.

Compensation:
As full compensation for the performance of the services, and any other obligations set forth, as noted in #2 above, the College will pay the Contractor that amount. The amount will be payable at the times and upon the completion of the services as set forth above.

Confidentiality:
The Contractor agrees to keep confidential and not to disclose or make any unauthorized use of any confidential information, knowledge, data or other information of the College of any subject matter pertaining to any business of the College or any of the College's clients, customers, consultants, licensees or affiliates. Such confidentiality shall survive the termination of this Agreement and will only be relieved by written consent of the College.

Nonassignability:
The Contractor shall not assign performance under this Agreement without notification and agreement from the College, unless it is so set forth in this Agreement. The Contractor further agrees that, as an independent contractor, each of his/her employees and/or contractors, if any, who perform any of the services noted in this Agreement, will have executed an agreement with the Contractor in a form similar to this one.

Employment taxes and benefits insurance:
Wages: The Contractor acknowledges and agrees that he/she will be solely responsible for paying all salaries, wages, benefits and other compensation which the Contractor's employees or contractors may be entitled to receive in connection with performing services; paying all travel, lodging and other expenses, unless otherwise provided above; withholding and paying all applicable payroll taxes and contributions, including, without limitation, federal, state and local income taxes, FICA, FUTA, and state unemployment, workers' compensation and disability insurance.

Insurance: The Contractor shall maintain workers' compensation insurance, state disability insurance, sufficient comprehensive general liability insurance and other such insurance as the College may reasonably request. The Contractor agrees to hold the College harmless from any damage or injuries which may occur to persons or property as a result of Contractor's activities pursuant to this Agreement and, if required, shall provide a certificate of insurance naming the College as additional insured.
9. **No continuation of services:**
   Nothing contained herein will confer upon the Contractor any right to continue to render services to the College, or to become employed by the College.

10. **Attorney fees:**
   If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees in addition to any other relief to which prevailing party may be entitled.

11. **Governing law:**
   This Agreement and any of its terms or provisions shall be governed by and construed in accordance with the laws of the State of California.

12. **Termination:**
   Either party may terminate the Agreement should either party fail to perform the covenants herein contained at the time and manner specified herein. Either party may terminate this Agreement for its convenience upon thirty (30) days written notice to the other if there is no outstanding project assignment.

**IN WITNESS WHEREOF,** the College and the contractor have signed this Agreement as of the date written below.

**SANTA BARBARA CITY COLLEGE**  **CONTRACTOR**

______________________________  ________________________________
By: ___________________________  By: ___________________________

**BRIAN FAHNESTOCK**  **SUSAN ADEGAARD-TURNO**
(Print Name)  (Print Name)

**VICE PRES., BUSINESS SVCS**  **PRESIDENT/CEO**
Title  Title

Date: _______________  Date: _______________

Date: 6/21/02
RESOLUTION

OF THE GOVERNING BOARD OF THE

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

RE: APPROPRIATION LIMIT

WHEREAS, in November of 1979 the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article X III B to the California Constitution; and

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits" for public agencies, including school districts; and,

WHEREAS, the District must establish a Gann Limit for the 2002-03 fiscal year in accordance with the provisions of Article X III B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the calculations and documentation of the 2002-03 Gann Limit are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the 2002-03 budget do not exceed the limitations imposed by the Gann Amendment.

PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College District this 22nd day of August, 2003, by the following vote:

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

Noes: None

Absent: None

Concur: None

John B. Romo
Superintendent/President and
Secretary/Clerk to the Board of Trustees
PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College

District this 22nd of August 2002, by the following vote:

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

Noes: None

Absent: None

Concur: None

[Signature]

John B. Romeo
Superintendent/President and
Secretary/Clerk to the Board of Trustees
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Re: INTERNAL BUDGET TRANSFERS

WHEREAS, the Santa Barbara City College District Board of Trustees on August 23, 2001, adopted its budget for the 2001-2002 fiscal year; 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:

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<tr>
<th>Description</th>
<th>Fund</th>
<th>Subfund</th>
<th>Object</th>
<th>Increase</th>
<th>Decrease</th>
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Change Order
AIA DOCUMENT G701

PROJECT:
(name, address)
LIFE SCIENCE GEOLOGY BUILDING RENOVATION & REMODEL
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
SANTA BARBARA COUNTY, CALIFORNIA

TO:
(Contractor)
EMMA CORPORATION
1318 BROADWAY SUITE 100
SANTA MONICA, CA 90404

The Contract is changed as follows, Contractor shall perform the following Items of Work as described in:

Prop. Req. No 008-R1, 5/11/02 Supply and install additional unistrut bracings & 16GA 2½ Studs.
Prop. Req. No 0101, 6/13/02 Extra cost to furnish and install one cosmetic copper leaderhead
Prop. Req. No 0202 6/20/02 Extra cost to anchor existing handrails at stairs per job walk.
Prop. Req. No 0103, 6/20/02 Extra cost to install 14 ea TV monitor brackets per list.
Prop. Req. No 0104, 6/21/02 Extra cost for extension of utility lines to south of loading dock.
Prop. Req. No 0105, 7/16/2002 Extra cost to contract for primer and deoxtec in small areas around bldg first floor.
Page Two Total
Total

$ 6,429.10
$ 672.75
$ 327.75
$ 1,610.00
$ 389.50
$ 1,092.50
$ 825.24
$ 719.21
$ 22,848.38
$ 34,905.43

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

The original (Contract Sum) (Guaranteed-maximum-Price) was
$ 7,518,000.00
Net change by previously authorized Change Orders
$ 477,469.19
(Contract Sum) (Guaranteed-Maximum-Price) prior to this Change Order was
$ 7,995,469.19
The (Contract Sum) (Guaranteed-Maximum-Price) will be (increased) (decreased)
$ 34,905.43
(unchanged) by this Change Order in the amount of
$ 8,030,374.62
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
August 10, 2002

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 St.
Santa Barbara, CA 93101

BY: [Signature]
DATE: 8/17/2002

CONTRACTOR
EMMA Corporation
Address
1318 Broadway, Suite 200
Santa Monica, CA 90404

BY: [Signature]
DATE:

OWNER
Santa Barbara Community College District
Address
721 Cliff Drive
Santa Barbara, CA 93109-2394

BY: [Signature]
DATE:
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<th>Prop. Req. No</th>
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<td>Change and adjust hardware for elevator machine room door</td>
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<td>No113</td>
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<td>No114</td>
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<td>No116</td>
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<td>Extra Cost to Demo and Remove Wooden Greenhouse.</td>
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<td><strong>Total Page Two</strong></td>
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## Change Order Summary
### RJC Inc.
#### Change Order Summary
##### Record of Negotiations and Review

### Change Order #16

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<td>1</td>
<td>80-R1 Extra cost to contract to supply and install additional unistrut bracing and 16 GA 2 1/2&quot; studs.</td>
<td>$7,629.10</td>
<td>$0.00</td>
<td>$8,429.10</td>
<td>Yes</td>
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**Unforeseen Condition-Directed Change-** This structural upgrade was ordered after DSA Engineer's visit to the site. The contractor was directed to install additional bracing at the upper cabinet support structure. Additional unistrut bracings 2" x 2" along with 16 GA 2 1/2" studs as shown on the attached sketches and instructions by DSA representatives. The negotiated costs are considered fair and reasonable, reduced $1,200.00 from the proposed amounts.

| 2      | 101 Extra cost to contract to furnish and install one cosmetic copper leaderhead North West side of building | $672.75 | $0.00 | $672.75 | Yes |

**Owner Requested Change-** A single copper downspout was exposed at the low roof, North West side of the building. It was discussed that it would be better to match an adjoining building leader head and hide the routing of the downspout back into the building. The proposed costs have been reviewed and are considered fair and reasonable, the sub-contractor was made to re-work the leader head as their first version was not considered "clean" enough for the highly visible installation.

| 3      | 102 Anchor detached existing handrails to the building | $655.50 | $0.00 | $327.75 | Yes |

**Unforeseen Condition, (Existing Damage)-** This proposal item is to re-attach the handrails at the existing stairwell locations where the rails have become detached. The IOR of the project recalls the rails being separated prior to EMMA starting construction, EMMA has agreed to split the cost with the college. The proposed costs are considered fair and reasonable.

| 4      | 103 Installation of 14 ea TV monitor brackets per attached set. | $1,610.00 | $0.00 | $1,610.00 | Yes |

**Owner Requested change-** Media services requested that the contractor install the monitor brackets in locations that they have marked. Brackets were supplied to the contractor for installation. The negotiated costs are considered fair and reasonable.

| 5      | 104 EMMA to extend utility lines to South of loading dock, rather than as indicated in the documents | $380.50 | $0.00 | $380.50 | Yes |

**Owner Requested Change-** Faculty requested that the Air, Water, Sewer lines be run to the South side of the loading dock, rather than in the middle as was shown in the documents. This cost has been negotiated and is considered fair value for the added length of piping.

| 6      | 105 Extra cost to change material for seamless flooring and base material in cold water storage | $548.25 | $0.00 | $548.25 | No |

The item was performed by the sub-contractor with no mention of any additional costs. This item is recommended for rejection.

| 7      | 106 | $0.00 | $0.00 | $0.00 | Yes |

Omitted for this change order, subject to more negotiation.

| 8      | 107 Replace ceiling glazing and door glazing at Greenhouse to bring glazing into code compliance. | $13,115.75 | $0.00 | $13,115.75 | No |

**Owner Requested Change-** The existing glazing at the greenhouse was found to be plate glass. Plate glass is not code compliance for overhead glazing, and needed to be updated to laminated glass in order to meet code. Similarly the glazing at doors and directly adjacent to doors needed to be replaced with tempered glass. This item was proposed at $11,405 by the glazing contractor with EMMA's mark-up became $13,115.75. It was discussed that the college should contract directly and save EMMA's overhead and profit. This college saves $1,710.75 as this is contracted separately.

| 9      | 108 Primer and dexotex exposed existing building foundations around the perimeter of the first floor. | $1,092.50 | $0.00 | $1,092.50 | Yes |

**Owner requested change-** Extra cost to contract for primer and dexotex at small areas around the building at first floor and in front of the elevator. The exposed existing building footing looked unfinished and stood out from all of the adjacent new sit construction performed in the remodel. This proposed changes occur mostly on the South side of the building and represent good value for the improvement. The proposed changes have been reviewed and are considered fair and reasonable.
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<td>Extra cost for framing, drywall mud &amp; tape.</td>
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<td>$825.24</td>
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Owner requested change: The proposed changes occur at two locations as part of the improvements requested by RSA for change proposal No8591 listed above (additional metal bracing of upper cabinets) and for covering up a pipe that was unsightly and exposed in one of the lecture rooms on the 2nd floor. The proposed changes have been reviewed carefully and negotiated downward as most of the other items were already included in previous change orders already accepted by SBCC. EMMMA had by accident, not properly reviewed the proposal numbers from the subcontractor. The actual work provided by the sub-contractor, Mark Drywall, has been very good value for the amounts requested.

| 11 | 110 | Extra Cost to furnish and install additional backboards, chalkboards and projection screens. | $3,414.21 |
|   |   | $0.00 | $3,414.21 |
|   |   | $719.21 | $719.21 | Yes |

Owner requested change: Faculty requested additional tackable surfaces and chalkboards on a job walk 7/15/02. This sub-contractor is very good value in his pricing. However, similar to the above item, the proposed costs were partially rejected as $2,344 was already paid in a previous change order. EMMMA had by accident, not properly reviewed the proposal numbers prior to submission for change order processing. The final numbers are correct and recommended for acceptance.

| 12 | 111 | Extra cost to change and adjust hardware for elevator machine room door. | $320.85 |
|   |   | $0.00 | $320.85 |
|   |   | $320.85 | $320.85 | Yes |

Unforeseen Condition: This is an extra to contract to change and adjust hardware for elevator machine room door. The existing door was salvaged as the existing door provided louvers for ventilation the elevator equipment. This change updated the hardware as necessary to meet code for access and life safety requirements. The proposed changes have been reviewed and are considered fair and reasonable.

| 13 | 113 | Various additional electrical related changes. | $9,080.43 |
|   |   | $0.00 | $9,080.43 |
|   |   | $9,080.43 | $9,080.43 | Yes |

Owner requested changes: This proposal is for various electrical changes, mostly faculty requested changes. The subcontractor Taft Electric, has been very reasonable on pricing and expediting the changes. One item was removal of under counter light fixtures. In 335, the main cost item was changing the switch configurations for all video and slide projector receptacles- rooms 102,123, 115, 201, 215, 211, 109, 210, 312, 313, 309, 301. The slide projectors required a “hot” connection all the time, not switched. Another item, not faculty driven, was to provide power for a back-up sump pump at the transformer (safety issue), in case the catch basin drain became clogged the transformer would still be kept out of the water. The proposed changes have been reviewed and are considered fair and reasonable.

| 14 | 114 | Various additional electrical related changes. | $7,723.65 |
|   |   | $0.00 | $7,723.65 |
|   |   | $7,723.65 | $7,723.55 | Yes |

Unforeseen Conditions & Owner requested changes: Circuit for display cases needed to have a switch separate from the general lighting. (No switch was shown in the contract documents). The existing elevator was not in conformance to current elevator code, a smoke detector needed to be added at the elevator lobby and programmed for elevator recall, similarly a fan shut off switch needed to be installed also activated by the smoke detector. The proposed changes have been reviewed and are considered fair and reasonable.

| 15 | 115 | Owner requested changes to casework performed by ISC, mostly touch-up and trim work. | $3,368.66 |
|   |   | $0.00 | $3,368.66 |
|   |   | $3,368.66 | $3,368.55 | Yes |

Owner Requested Changes: A casework review was conducted and some of the existing re-finished cabinets were determined to need additional touch up work, beyond the contract documents. Examples: Room 114 approx. one hour of cabinet touch-up was required, similar in 115. Friction catches were installed at the seawater pump cabinet in order to allow access without damaging the cabinet door, an epoxy splash was requested in 115 at one counter location. Many other additional items are attached and were performed on a T & M basis with the inspector monitoring the actual time to perform the tasks. The proposed changes have been reviewed and are considered fair and reasonable.

| 16 | 116 | Demolition and removal of the wooden lath house in preparation for painting the existing stem walls around the green house. | $2,415.00 |
|   |   | $0.00 | $2,415.00 |
|   |   | $2,415.00 | $2,415.00 | Yes |

Owner Requested Change: The greenhouse glazing is to be removed under separate contract, the removal of the deteriorating wood, remnants of a lath house, helped expedite the glazing project and allows the painting of the existing concrete stem walls. The proposed changes have been reviewed and are considered fair and reasonable. The main costs of this change are in the hauling and dump fees.

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Recommended Acceptance of the Proposed Change Order [Signature] [Date]
CHANGE ORDER

Bill To
Alex Pitman
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109-2394

Date: 7/24/02

FOR: ADDITIONAL ITEMS NOT INCLUDED IN ORIGINAL BID
SPECIFICATIONS PROVIDED BY SANTA BARBARA CITY COLLEGE

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<td>Red Turf in North/South Endzones @ 9,720 sq.ft.</td>
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TOTAL (Sales Tax Included)                                               $25,331.75
CHANGE ORDER

AIA DOCUMENT G701

PROJECT: R-Building Demolition
(name, address) SBCC, 721 Cliff Dr., Santa Barbara, CA 93109

TO (Contractor):

J. W. Bailey Construction
PO Box 506
Santa Barbara, CA 93102

ARCHITECT'S PROJECT NO:

CHANGE ORDER NUMBER: 1

INITIATION DATE: 8/9/02

CONTRACT FOR: R Bldg Demolition

ARCHITECT'S PROJECT NO:

CONTRACT DATE: 8/5/02

You are directed to make the following changes in this Contract:

Condense construction time frame as per SBCC's request and JWBCC

Quotation #1 dated 8/7/02.

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) (Guaranteed Maximum Cost) was $18,900.00
Net change by previously authorized Change Orders $-0-
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was $18,900.00
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged) by this Change Order $5,555.00
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be $24,455.00
The Contract Time will be (increased) (decreased) (unchanged) by
The Date of Substantial Completion as of the date of this Change Order therefore is

J. W. Bailey Constr.
CONTRACTOR
PO Box 506
Santa Barbara, CA 93102

SBCC
OWNER
721 Cliff Drive
Address
Santa Barbara, CA 93109

Authorized:

BY
DATE 8/9/02

Item 5.2-e
08/22/02
5.2 BUSINESS ACTION ITEMS

g. AUTHORIZATION TO ACCEPT BIDS AND AWARD CONTRACT: TRANSPORTATION SERVICES (FIELD TRIPS AND ATHLETIC EVENTS), BID #568 (re-bid)

On August 21, two bids were received for transportation services. Upon recommendation of staff, the Superintendent/President requests authorization to accept bids and award a contract to Santa Barbara Airbus for transportation services (field trips and athletic events) as delineated in the Attachment.

Attachment 5.2-g
**SANTA BARBARA CITY COLLEGE DISTRICT**

**BID TABULATION**

**Project:** TRANSPORTATION SERVICES, BID #568

**Date:** Wednesday, August 21, 2002, 3:00 p.m.

<table>
<thead>
<tr>
<th></th>
<th>Santa Barbara Airbus</th>
<th>Quest Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>47-Passenger Bus rate per day</td>
<td>$650, no extra charge after 12 hours</td>
<td>$650 for 12 hours, + $65/hr after 12 hours</td>
</tr>
<tr>
<td>47-Passenger Bus rate per week</td>
<td>$600/day for 5 or more days</td>
<td>$585/day for 2 or more days</td>
</tr>
<tr>
<td>21-Passenger Minibus rate per day</td>
<td>$550, no extra charge after 12 hours</td>
<td>$595 for 12 hours, + $59.50/hr after 12 hours</td>
</tr>
<tr>
<td>21-Passenger Minibus rate per week</td>
<td>$500/day for 5 or more days</td>
<td>$535/day for 2 or more days</td>
</tr>
<tr>
<td>15-Passenger Van rate per day</td>
<td>N/A</td>
<td>$495 for 12 hours, + $49.50 after 12 hours</td>
</tr>
<tr>
<td>15-Passenger Van rate per week</td>
<td>N/A</td>
<td>$435/day for 2 or more days</td>
</tr>
<tr>
<td>Mileage</td>
<td>No limit</td>
<td>Limit of 250 miles per round-trip</td>
</tr>
<tr>
<td>Gas</td>
<td>Included in rate</td>
<td>Add price of gas in excess of $1.60</td>
</tr>
<tr>
<td>Guarantee</td>
<td>If bus breaks down, will replace equipment.</td>
<td>No guarantee</td>
</tr>
<tr>
<td>Holidays</td>
<td>No extra charge</td>
<td>1-1/2 times regular rate</td>
</tr>
<tr>
<td>Insurance Certificate</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Minority Business Enterprise Form</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Signed</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Bid opened by:** Rob Morales

**Attendees:** Kara Ramirez, Rob Morales, Rita Harrington

**Copies:** Brian Fahnestock Purchasing