# Educational Programs
## Minimum Qualification Equivalency

<table>
<thead>
<tr>
<th>NAME</th>
<th>DISCIPLINE</th>
<th>BACKGROUND</th>
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</table>
| BELLUZZI, Lisa| Biology    | **EDUCATION:**  
B.S., Biological Sciences, 1982, Stanford University, CA  
M.A., Education, 1987, University of California, Los Angeles  
Ph.D., Advanced to Candidacy Fall 2001, University of California, Santa Barbara (UCSB).  
Ms. Belluzzi has fulfilled the requirements for the M.A. degree in the Department of Molecular, Cellular and Developmental Biology. She has completed 30 units of graduate coursework in molecular biology. |
|               |            | **EXPERIENCE:**  
Spring 2002: Teaching Assistant (TA), Recombinant DNA lab, UCSB  
Spring 2001: Instructor, Biology 2A, Moorpark Community College  
Winter 2001: TA, Developmental Biology Lab, UCSB  
Winter 2000: TA, Eukaryotic Genetics 101B, UCSB  
Winter 1999: TA, Intro. Biology Lab 5L, UCSB  
1993-98: Teacher, A.P. Biology, Biology, Genetics, Aliso Niguel High School, Aliso Viejo, CA  
1987-92: Teacher, A.P. Biology, Biology, General Science, Dana Hills High School, Dana Point, CA  
1987-1998: Teacher, high school science and math, Capistrano School District, Orange County, CA |
CONTINUING EDUCATION
MINIMUM QUALIFICATION EQUIVALENCY

SCHMID, Natalie  ESL

EDUCATION:
MFCC, CSUN
BA, Psychology, UCSB
TESL Certificate, UCSB Extension
(To be completed in January, 2003)

EXPERIENCE:
ESL Instructor
Allen Hancock College
9/02 to Present

Parenting Instructor
SBCC Adult Education
10/01 to present

Parenting Instructor
CALM, Santa Barbara
2 years, 1999-2000

Language Study:
Spanish is first language,
Speaks fluent English
French Major in High School

MAHONEY, Myra  Computers: QuickBooks

EDUCATION:
1 Year General Education
UCSB, Santa Barbara, CA

AA General Education, SBCC 2 years

Lanier Business Products: Training Classes
CPT Computers: Training Classes

EXPERIENCE:
10+ Years Computer Training and
Consulting; QuickBooks; QuickBooks Pro;
MYOB (Managing Your Own Business
Software)

PRIVATE LESSONS/TUTORING: 5 years
QuickBooks, QuickBooks Pro, MYOB to
individuals and small business. 4 Years
Sales and Marketing to small business.

GARY NOVATT: 2 years responsible for
Bookkeeping on QuickBooks Pro.

FIBULA: 3 years responsible for
Bookkeeping on MYOB
FERGUSON, ETTINGER ARCHITECTS:
Responsible for all Bookkeeping on QuickBooks Pro.

SANTA BARBARA CHRISTIAN SCHOOL:
Communications Director, 2 years.
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
FEDERAL WORK STUDY & GENERAL WORK STUDY

Federal
Aristova, Olga
Damacela, Omar S.
Ricardo, Raymundo
Richardson, Robert
Turrillo, Greta L.

General
Flores, Armando
Hunt, David
Munoz, Rose M.
Solaimanian, David
Steinbach, Martin

CalWORKs WORKSTUDY STUDENTS

Martha Feany - new
Jada McBride - new

TUTORIAL CENTER

NONE
MEMORANDUM OF UNDERSTANDING
MEET AND CONFER

Between the

CONFIDENTIAL EMPLOYEES

and the

SANTA BARBARA COMMUNITY COLLEGE DISTRICT
Santa Barbara, California

January 2002 – December 2004
SBCC District- Confidential Employees
Memorandum of Understanding: Meet and Confer

1. Purpose of Memorandum

This Memorandum is intended to be a comprehensive statement of compensation and other rights related to issues of employment given to the confidential employees (Confidential Group) of Santa Barbara City College.

This represents the previously agreed upon rights granted to confidential employees through past meet and confer processes and additional right granted for the period from January 1, 2002 through December 31, 2004.

Subjects not covered in this Memorandum of Understanding shall be governed by the District Policies and Procedures for Classified Employees. In the event of conflict regarding a particular subject, the Memorandum shall prevail.

2. Confidential Group Defined

The Confidential Group includes all employees in non-management regular staff positions in Human Resources and Legal Affairs, all secretarial group positions in the Office of the President, and the Administrative Secretary position in the office of the Vice President of Business Services whether probationary or permanent employees.

3. Equitable Treatment Provision

Members of the Confidential Group are entitled to whatever applicable increases in compensation and benefits are negotiated with the Instructor's Association and CSEA.

4. Compensation

4.1 Compensation.

The Meet and Confer process with the Confidential Group concluded before the District settled with the Instructor's Association. Since the college practice has been to generally provide the same compensation negotiated with the Instructor's Association to the Confidential Group, the following represents the final compensation provided to Confidential Group.

4.1.1 2002
For the 2002 calendar year, all Confidential Group salary schedules will be increased by cost of living adjustment of 3.87%. This represents the COLA included in the signed state budget and reflected on the 2001-2002 Advance Apportionment, dated July 25, 2001. In addition, salaries will be increased by 1.707%. This represents a portion of the growth funding for Fiscal Years 2000-01, and 2001-02.

In addition, all Group salary schedules will be increased 1.563% through the use of Partnership for Excellence funds. Partnership for Excellence funds could be withdrawn by the State in the future. In the event of such a withdrawal, a salary reduction equal to the amount of the decrease (up to 1.563%) will be made when such a cut is effective.

The salary schedule increases described above equate to the following:

7.14%

Additionally, $500 additional compensation, one time off the schedule for all contract faculty as of May 1, 2002 will be paid on August 30, 2002 or as soon as feasible. Confidential Group members working less than full time will receive pro-rated additional compensation.

4.1.2 2003

For the 2003 calendar year, all Group members' salary schedules will be increased by the cost of living adjustment included in the signed 2002-03 state budget as reflected on the 2002-2003 First Principal Apportionment document.

Additionally, salary schedules will be further increased by 1%, if the college adopts the 16-week, compressed academic calendar to include 10 flex-days.

4.1.3 2004

For the 2004 calendar year, the Group employee's salary schedule will be increased by the (1) cost of living adjustment included in the signed state budget as reflected on the 2003-04 Advance Apportionment, and (2) a portion of the growth funding as reflected in the Fiscal Year 2002-03 Second Principal Apportionment line III.C.3.

If the negotiations between the District and the IA result in an increase beyond what is specified in the paragraph immediately above, the confidential salaries (Schedule 28 M/S/C) will be increased by the same amount for the 2004 calendar year.
4.1.4 In any calendar year, if the District's funded FTES declines by more than 1.0 percent from the previous fiscal year (based on P-2) or a fundamental change of the funding mechanism resulting in a reduction to the base revenue more than 1.0 percent occurs, this section of the MOU may be re-opened by the District.

5. **Salary Schedules**

5.1 Confidential Group members will be paid according to Salary Schedule 28 as referenced in Appendix A.

5.2 In addition, Group members will receive a differential of an additional six percent (6.00%) in recognition of their exclusion from the classified bargaining unit.

6. **Guidelines for Administration of Group Salary Schedules**

6.1 **Service Increments**

Service to the college calculations in determining Group eligibility for a longevity career salary increment will include all years of full-time service (classified or certificated) whether under federal, state or private sector funding or under district probationary or regular contract status.

6.1.1 10 years

A member of the Group who is employed not less than 20 hours a week, and who has served in the employ of the Santa Barbara Community College District for ten (10) years, shall be granted a career increment equivalent to 2.5% of the basic salary a month to which s/he is entitled in her/his respective position, time assignment, and salary schedule classification established by the Board of Trustees.

6.1.2 15 years

A member of the Group, who is employed not less than 20 hours a week, and who has served in the employ of the Santa Barbara Community College District for fifteen (15) years, shall be granted a career increment equivalent to 7.5% of the basic salary a month to which s/he is entitled in her/his respective position, time assignment, and salary schedule classification established by the Board of Trustees.
6.1.3 20 years

A member of the Group, who is employed not less than 20 hours a week, and who has served in the employ of the Santa Barbara Community College District for twenty (20) years, shall be granted a career increment equivalent to 10.0% of the basic salary a month to which s/he is entitled in her/his respective position, time assignment, and salary schedule classification established by the Board of Trustees.

7. Benefits

7.1 The Meet and Confer process with the Confidential Group concluded before the District settled with the Instructor's Association. Since the college practice has been to provide the same health and welfare benefits negotiated with the Instructor's Association to the Confidential Group, the following represents the final health and welfare benefits provided to the Confidential Group.

7.2 Health and Welfare Benefits

Confidential Group employees will receive Health and Welfare Benefits according to Appendix B attached hereto and under the plans described therein.

7.3 Participation will be available for domestic partners pursuant to Appendix C.

7.4 Spouse/Dependent Medical Coverage on Death of Active Employee

Upon the death of an active employee who is eligible for benefits, a surviving spouse and/or eligible dependents may remain in the District's medical and dental plans in accordance with the provisions of public law (COBRA). Domestic partners and their dependents are not eligible for continuation of benefits under COBRA.

7.5 Spouse/Dependent Medical Coverage on Death of Retired Employee

Upon the death of a retiree who is enrolled in the District's medical and dental plans, a surviving spouse and/or dependents may remain in the District's medical and dental plans indefinitely, so long as they meet the eligibility rules and pay the premiums for such coverage.

8.1 Vacation

8.1.1 For the purpose of this section, "continual service" shall mean employment for ten (10) or more calendar months of each school year.

8.1.2 A new Group member shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled, until the first day of the calendar month after completion of six (6) months of continuous service with the Santa Barbara Community College District. Under certain circumstances and only upon written approval of the Human Resources Manager, a vacation may be granted an employee during his/her first six (6) months. The scheduling of all vacations shall be within the sole discretion of the District. Each regular full-time Group member shall be entitled to vacation leave with pay, subject to the following provisions:

8.1.2.1 From the employment date of full-time service, Group members earn one (1) working day credit for each calendar month, or major fraction thereof, of employment.

8.1.2.2 After the completion of the second (2nd) year of full-time continual service, Group members shall earn 1 1/4 working days of credit for each calendar month, or major fraction thereof, of employment.

8.1.2.3 After the completion of the seventh (7th) year of full-time continual service, Group members shall earn 1 1/2 days of credit for each calendar month, or major fraction thereof, of employment.

8.1.2.4 After the completion of twelve (12) years of full-time continual service, Group members shall earn 1 2/3 working days of credit for each calendar month, or major fraction thereof, of employment.

8.1.2.5 After completion of the eighteenth (18th) year of full-time continual service, Group members shall earn 1 5/6 working days of credit for each calendar month, or major fraction thereof, of employment.

8.1.2.6 After completion of the twenty-third (23rd) year of full-time continual service, Group members shall earn 2 1/12 working days of credit for each calendar month, or major fraction thereof, of employment.

8.1.2.7 Group members whose positions are excluded from
overtime provisions in accordance with Education Code Section 88029 shall earn an additional 1/4 working day of vacation credit for each calendar month, or major fraction thereof, of employment. However, no Group member shall earn more than twenty-five (25) working days of vacation per year.

8.1.3 It is the policy of the Santa Barbara Community College District that vacation be taken annually; however, vacation credit may be accumulated to a total not exceeding that which the Group member could earn in fifteen (15) months, except that, upon written approval of the Vice President, Human Resources & Legal Affairs, vacation credit may be accumulated to a total not exceeding that which the Group member could earn in two (2) years. Vacation credit in excess of the maximum shall be forfeited. A maximum of twenty (20) vacation days may be taken by Group members with sixty (60) months or less of continuous service. A maximum of thirty (30) days vacation may be taken by Group members with more than sixty (60) months of continuous service.

8.1.4 Whenever a vacation period includes any declared holidays (other than Saturdays and Sundays), it shall be extended by a number of days equal to said included holidays.

8.1.5 All Group members rendering less than full-time service shall be entitled to a pro-rated portion of vacation credits computed on a ratio that the hours, days, or months worked bear to full-time service.

8.1.6 No payment in lieu of taking vacation shall be paid to any Group member, except upon termination of employment, except that Group members who have not completed six months employment in probationary status shall not be entitled to such payment. Any pay in lieu of accrued vacation shall be at the regular rate of pay earned at the time of termination.

8.1.7 Vacations must be scheduled in advance and must be taken at times convenient to the department to which the Group member is assigned. Requests for vacation must be made in writing and approved by the immediate supervisor. Supervisors shall make a reasonable effort to schedule vacations for the dates requested by Group members and shall respond to the Group members request for vacation within five (5) working days upon receipt of the request. Once a written vacation request has been approved by the Supervisor, the scheduled vacation time cannot be changed or cancelled, by either the Supervisor or Group member, except by mutual agreement.

When it is convenient to the Department and when two or more Group members’ requests are for vacations in the same time period, the Group member with the greater seniority shall be granted his/her request. If the Group members involved have equal seniority, then they shall be chosen by lot.

All ten (10) and eleven (11) month Group members shall take earned vacations during the Christmas and/or Spring vacations or as otherwise approved by the immediate supervisor.
8.2 Illness and Bereavement While on Vacation

Any Group member who commences his/her prescribed vacation period and subsequently becomes ill or is bereaved before his/her vacation period has been completed shall be placed on sick leave under the following conditions:

8.2.1 If the illness or bereavement is for three (3) consecutive days, or more; and

8.2.2 If the illness or bereavement is such that had the Group member been working, he/she would have been absent on sick or bereavement leave; and

8.2.3 If the request is filed with the Human Resources & Legal Affairs Department within two (2) weeks of the illness or bereavement or within, at the latest, one (1) week of his/her return to duty unless extraordinary, extenuating circumstances exist which prevent such filing; and,

8.2.4 If the filed request fully outlines the reasons for the request and is fully substantiated to include medical reports in the case of illness.

When all or part of a Group member's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the Group member's earned vacation balance. If possible, he/she shall be granted opportunity to consume this vacation credit in order not to exceed the limit on accrued vacation, as defined in Section 8.1.3.

8.3 Catastrophic Illness Leave Donation Program

8.3.1 Purpose: The purpose of this program is to allow permanent certificated, classified management and confidential employees to donate their accrued, unused sick leave to catastrophically ill or injured fellow employees who have completely exhausted other paid leave benefits. The program is voluntary.

8.3.2 Contributions: Effective January 1, 2002 any Confidential Group employee may donate up to five (5) days of accumulated sick leave to another eligible college employee (Management Group, Confidential Group employee, CSEA unit member or IA unit member who has suffered a long-term catastrophic illness or injury and has exhausted all other available paid leave). Donations must be for a minimum of one day (based on the donating employee's
assignment). Donations are irrevocable; unused days are retained by donee. Terminating employees may donate up to six (6) days.

(1) The donating employee must, after the donation, retain a minimum of two year’s worth of accrued, unused sick leave from prior accumulations.

(2) The donating employee shall execute and file with the Human Resources and Legal Affairs Department a form authorizing and irrevocable assigning the donated leave to the donee employee.

8.3.3 Eligibility: Group employees shall be eligible to request the donation of other SBCC employees’ sick time subject to the following conditions and limitations:

(1) The employee is a permanent Confidential Group employee of the college.

(2) The employee suffers from a non-industrial, catastrophic illness or injury which for a period of not less than one hundred (100) work days has caused the employee to be incapacitated from the performance of duty as an employee of the District, and is expected to continue to be incapacitated for an extended period of time (at least 30 days). Examples of such catastrophic illness or injury include life threatening injury or illness, cancer, AIDS, heart surgery, stroke, etc.

(3) The employee has exhausted all of his/her available paid leaves, including regular and extended sick leave (1/2 pay) and vacation. Any sick leave and vacation accrued while on catastrophic leave shall be used before donated leave.

(4) The maximum number of donated days which may be utilized by one employee for a single catastrophic illness or injury shall not exceed 125 days.

(5) Each employee shall be limited to one donation request per school year.

(6) Donations may only be accepted during a two (2) week call for donations window period.
(7) Donated leave shall be charged on the basis of hour for hour regardless of the classification family and/or salary schedule of employees donating leave and employees receiving leave.

8.3.4 Administration:

(1) Applications for benefits shall be submitted to the Human Resources and Legal Affairs Department on a District form.

(2) The applicant shall provide medical verification of catastrophic illness or injury from a physician before the application will be considered.

(3) After verifying the employee's eligibility, the District's Human Resources and Legal Affairs Department will circulate a request for sick leave donations to be submitted to the payroll department (two week window period). A District request form must be used.

(4) Donated sick leave not used prior to the employee's return to service shall be retained by the donee.

(5) The donee employee shall be solely responsible for any taxes on the hours received. Such taxes shall be withheld at the normal rate for the employee. In the event the State or Federal governments rule that a tax liability is due other than what was withheld, the employee shall be solely liable for the additional taxes.

(6) No action taken under this section shall be subject to the any District grievance procedure. Employees voluntarily participating in this program shall hold the District harmless for any and all disputes arising out of this program. Use of donated sick leave is a privilege and not an entitlement.

9. Professional Growth

Confidential Group members are eligible to participate in the District Professional Growth Program for Classified Employees.
10. **Course Enrollment**

All Group employees may enroll in and audit one credit course each semester without payment of the audit or health fee.

All Group employees may enroll in and audit one noncredit course each term and the District shall waive the enrollment fee.

11. **Participation in Tax Annuity Programs**

Group employees employed regularly more than 20 hours a week may participate in a tax annuity plan.

12. **Early retirement incentive program**

12.1 **Eligibility**

12.1.1 A person must have rendered 15 years of service with the SBCCD and be at least age 55. Five years of that service requirement shall be immediately preceding retirement.

12.1.2 "Regular" service with the District is defined as service in paid status and shall exclude all hourly casual employment.

12.2 **Medical**

12.2.1 The District will contribute the specified premium amount for the retiree’s District group medical and dental plan up to a maximum of $5,200 annually.

12.2.2 This sum shall be prorated for those normally assigned less than full-time at the time of retirement, in accordance with District policy.

12.2.3 District contributions shall continue until the retiree reaches age 65 or the date of the retiree’s death, whichever is earlier.

12.2.4 Upon the death of a retiree participating in the early retirement program, a surviving spouse and/or eligible dependents enrolled in the District health insurance program at the time of the employee’s death may remain in the District’s medical and dental plans indefinitely, so long as they meet the eligibility rules and pay the premiums for such coverage. The District will provide the retiree’s District contribution until the date the retiree would have reached age 65 or for 6 months from the date of death whichever is less.

12.3 **Employment with the District**
As part of the District's Early Retirement Incentive Program, the District may employ Group retirees on a part-time basis in accordance with the provisions and limitations of Section 23919 of the Education Code.

13. MOU Replaces Previous MOUs

This Memorandum of Understanding supercedes previous Memoranda of Understanding between the District and confidential employees.

/s/ NANCY BAIRD
Senior Certificated Human Resources Clerk
Confidential Group Representative

/s/ JOHN ROMO
Superintendent/President
Santa Barbara City College

Board Approved: November , 2002
Date
APPENDICES

Appendix A – Confidential Group Salary Schedule
Appendix B – Health and Welfare Benefits
Appendix C – Domestic Partnership
APPENDIX B: HEALTH AND WELFARE BENEFITS

1. The District will provide for each full-time eligible unit member up to the following sum of money for payment of premiums for existing unit members for mandatory health and welfare benefits. The 2002-03 amount represents between a 10.3% and 20.7% increase from the base line benefits from fiscal year 2001-02. Such amount shall be pro-rated for eligible contract unit members who work less than full-time, but half-time or more.

**2002-2003**
- Medical Coverage Waiver: $2,000
- Single: $3,409
- Two-party: $6,554
- Family: $9,314

**2003-2004**
- Medical Coverage Waiver: $2,000
  - Single: The district dollar contribution is the 2002-2003 contribution rate increased by the State COLA for the 2002-2003 fiscal year.
- Two-party
- Family

**2004-2005**
- Medical Coverage Waiver: $2,000
  - Single: The district dollar contribution is the 2003-2004 contribution rate increased by the State COLA for the 2003-2004 fiscal year.
- Two-party
- Family

2. Mandatory health and welfare benefits will include:

   (a) The District medical plan (except for verified comparable spousal coverage)
   (b) The District life insurance plan
   (c) The District income protection plan, which will be provided at a payment rate of two-thirds of an employee's regular salary, up to a maximum of $5,000 per month
   (d) The District dental plan (minimum coverage is employee only)
3. If the total cost of the mandatory benefits is less than the District's contribution, the unit member relinquishes that unused amount (except for waivers).

4. A flexible benefits plan (as defined in Internal Revenue Code Section 125) consisting of options for premium conversion, un-reimbursed medical expenses, and dependent care will be available for employees choosing to participate. Monthly service fees for each employee's flexible benefit plan accounts will be paid by that employee.

5. If the total cost of the mandatory benefits is more than the District's contribution limits set forth above, then the eligible unit member shall be individually responsible for the difference. In addition to the sum of money provided by the District to employees to cover the costs of benefits as described in paragraph 1 above, the District will provide an additional $300,000 in each of the second and third years of this agreement. These funds will be available to all District employees (not simply eligible unit members) who are eligible for District paid health insurance benefits. The additional funding will be used to maximize the ability of employees to receive health benefits with the least personal out-of-pocket expenses. In conjunction with the selection of different benefit programs as recommended by the College Benefits Committee, the allocation of the additional funds will be determined by the Superintendent/President after receiving the recommendation of the Benefits Committee. To the extent there is any money remaining of the $300,000 additional funding at the end of the second year, such excess will be rolled-over into the third year. To the extent there is any money remaining at the end of the third year such funds will revert back to the District's General Fund.

6. The District shall as permitted by law continue to permit employees on medical plan waivers to purchase tax-sheltered annuities from District funds after mandatory benefits are purchased.
Appendix C

DOMESTIC PARTNER COVERAGE PROCEDURES

I. Eligibility:

Effective October 1, 2002, the Santa Barbara City College (SBCC) will add eligibility for Domestic Partners of the same or opposite sex and dependent children of Domestic Partners.

In order to qualify as a Domestic Partner, the employee and the Partner must:

A. Be eighteen (18) years of age or older and unmarried,
B. Be in a partnership where each has chosen to share one another's lives in an intimate and committed relationship of mutual caring,
C. Must have a common principal residence for at least six (6) consecutive months immediately preceding the application for coverage with the SBCC, and intend to continue to share residency indefinitely,
D. Be jointly responsible for each other's basic living expenses during the Domestic Partnership,
E. Not have any other Domestic Partner and must not have been married or had another Domestic Partner within the previous 6 months of the filing of the Affidavit of Domestic Partnership, unless a previous Domestic Partnership terminated by death or marriage,
F. Not be related to a degree that would prohibit legal marriage recognized by the State of California,
G. Be mentally competent to enter into contracts,
H. Be registered with the California Secretary of State as Domestic Partners OR the City of Santa Barbara, OR
I. Where necessary, provide proof of eligibility (see Section II - Documentation Required to Receive Domestic Partner Coverage).

Children of a Domestic Partner are eligible for enrollment on the same basis, and subject to the same requirements as stepchildren of eligible employees.

II. Documentation Required to Receive Domestic Partner Coverage:

In order to receive benefits as a Domestic Partner, the employee and the Partner must submit:

A. Proof that you have registered with the California Secretary of State or the City of Santa Barbara or file with the SBCC Human Resources & Legal
Affairs Department the Affidavit of Domestic Partnership signed by both Partners and notarized. This form is available in the Human Resources & Legal Affairs Department and Payroll Office.

B. For employees who have not registered with either the State of California or the City of Santa Barbara,

1) Proof of residing with your Domestic Partner in a common principal residence for at least six (6) consecutive months immediately preceding the application of coverage with the SBCC. This proof may include any one (1) of the following:
   a. Driver's licenses, non-driver picture identifications issued by a state, or passports showing the same address; or
   b. Mortgage documents, deeds or leases showing both names on the document(s).

2) Proof that you are jointly responsible for each other's basic living expenses. Proof of joint responsibility will be subject to approval by the Vice President of Human Resources & Legal Affairs. Proof may include, but is not limited to, one or more of the following:
   a. Common ownership of a motor vehicle
   b. A joint bank account
   c. A joint credit card
   d. Joint wills
   e. Joint utility bills
   f. Durable power of attorney for health care
   g. Joint safe deposit box

C. Complete and sign Domestic Partner medical and/or dental enrollment form(s).

III. Documentation Required for Change in Status of Domestic Partner Coverage:

The employee must notify the Human Resources & Legal Affairs Department in writing within thirty (30) calendar days of any change in the status of a Domestic Partnership.

In the event the facts attested to in the Affidavit of Domestic Partnership no longer hold true due to termination of the relationship, shared residency or shared living expenses, death of a Domestic Partner, marriage to the Domestic Partner or any other cause, the employee must file an Affidavit of Termination of Domestic Partnership or a State of California Termination form with the Human Resources & Legal Affairs Office for adjustment in coverage, and mail a copy of that affidavit to the Domestic Partner.
After a termination of an existing Domestic Partner's coverage, a subsequent affidavit of a new Domestic Partner cannot be filed until six (6) months after written notification of termination has been filed.

Domestic Partners and their dependents are not eligible for continuation of coverage under the federal COBRA law or state law regarding continuing coverage under California Labor Code Section 2800.2 and attendant California statutes.

IV. Enrollment Deadlines

A. Current employees whose Domestic Partner fulfills eligibility requirements must submit all required paperwork during our open enrollment period for October 1, 2002 enrollment.

B. Employees currently employed on the original effective date of these Procedures, who later establish a Domestic Partnership eligible for coverage, have thirty (30) calendar days after becoming eligible to apply for coverage or must wait until the next open enrollment period to apply.

C. New employees hired after the original effective date of these Procedures, who have a Domestic Partner eligible for coverage, have thirty (30) calendar days after applying for coverage in which to submit required paperwork or must wait until the next open enrollment period to apply.

D. New employees, who later establish a Domestic Partnership eligible for coverage after the original effective date of these Procedures, must comply with the provisions of Section IV-B above.

E. In all of the late enrollment situations described in Sections A through D above, the employee will not be required to wait until the next open enrollment period if the employee can demonstrate that he or she is applying late because the Domestic Partner lost coverage previously applicable on a different benefit plan.

V. Premium Payment / Tax Consequences

The value of the Domestic Partner coverage is considered additional compensation to the employee. Therefore the value of that additional coverage is subject to federal and state taxes as well as all other payroll deductions. STRS / PERS will not be withheld from or credited to this additional amount.

The employee is responsible for covering the cost of the premium of the Domestic Partner and the Domestic Partner's child(ren). If covering the Domestic Partner and the Domestic Partner's child(ren) increases the premium, the difference will be paid from the employee's wages as an after-tax payroll deduction. If the addition of the Domestic Partner and the Domestic Partner's child(ren) does not increase the current premium, then the value of the health coverage for the Domestic Partner and the Domestic Partner's child(ren) will be reported as taxable income to the employee. If the difference
between the increase in the three-tier rate structure is less than the value of the health coverage for the Domestic Partner, the increased amount will be an after-tax payroll deduction and the difference will be included in the employee's includible income. The includible income will be reported on the employee's W-2.
ELECTRONIC COMMUNICATIONS POLICIES and PROCEDURES

Section 3720. 1 Introduction
The District encourages the use of electronic communications to share information and knowledge in support of the District's mission of education, student support, and public service and to conduct the District's business. To this end, the District supports and provides interactive electronic communications services and facilities for telecommunications, mail, publishing, and broadcasting. Recognizing the convergence of technologies based on voice, video, and data networks, this policy establishes an overall policy framework for electronic communications. This policy shall be interpreted and implemented in a manner consistent with other District Policies, and State and Federal laws. (See Appendix B for references).

While some electronic communications resources may be dedicated to specific research, teaching, or administrative tasks that would limit their use, freedom of expression must, in general, be protected. The District does not limit access to information due to its content when it meets the standards of legality and District policies. Consequently, the District’s policy of freedom of expression applies to electronic communications. Coupled with freedom of expression are the personal obligations of each member of our community to use District resources responsibly, ethically, and in a manner which accords both with the law and the rights of others. The College depends upon a spirit of mutual respect and cooperation to create and maintain a community of responsible users.

In general, the District cannot and does not wish to be the arbiter of the contents of electronic communications. Neither can the District always protect users from receiving electronic communications they might find offensive.

Section 3720.12 Purpose
The purposes of this Policy are to:

- Ensure that District electronic communications resources are used for purposes appropriate to the District's mission;
- Inform the District community about the applicability of laws and District policies to electronic communications;
- Ensure that electronic communications resources are used in compliance with those laws and District policies;
- Prevent disruptions to and misuse of District electronic communications resources, services, and activities; and
- Establish policy on privacy, confidentiality, and security in electronic communications.

Section 3720.13 Scope
This Policy applies to:

- All electronic communications resources owned or managed by the District;
- All electronic communications resources provided by the District through contracts and other agreements with the District;
- All users and uses of District electronic communications resources; and
- All District electronic communications in the possession of District employees or of other users of electronic communications resources provided by the District.
Section 3720.14 Definitions
The terms used in this policy that are defined in Appendix A, Definitions, are printed in italics. Knowledge of these definitions is important to an understanding of these policies and procedures.

SECTION 3720.2 ACCESS AND USE OF ELECTRONIC COMMUNICATION RESOURCES

Section 3720.21 Access
Access to and use of District electronic communications services or electronic communications resources, when provided, is accorded at the discretion of the District. This resource is subject to the normal conditions of use, including procedures for initiation and termination of access, established by this policy. In addition, access to and use of District electronic communications services or electronic communications resources may be wholly or partially restricted or rescinded by the District without prior notice and without the consent of the electronic communications user when required by and consistent with law, when there is probable cause that violations of law or District policies have taken place, when there are compelling circumstances, or under time-dependent, critical operational circumstances.

Section 3720.22 Authorized Users

3720.221 District Users. District students, faculty, staff, and trustees are authorized to use District electronic communications resources and services for purposes in accordance with Section 3720.41, Intended Use, and subject to the responsibilities and limitations of these and other District policies.

3720.222 Non-District Users. Persons and organizations that are not District Users (including those in program, contract, or license relationships with the District) may only access District electronic communications resources or services under programs sponsored by the District in accordance with Section 3720.41, Intended Use, and subject to the responsibilities and limitations of these and other District policies.

Section 3720.23 Responsibilities
By accessing the District’s electronic communications resources, each user acknowledges and agrees to abide by the terms of this Policy and these Procedures. Violations may lead to revocation or suspension of the use of the District’s electronic communications resources, employee or student discipline as applicable, and/or referral to outside agencies for prosecution in the event the user’s actions constitute a violation of federal, state, or local laws.

SECTION 3720.3 PRIVACY AND CONFIDENTIALITY

Section 3720.31 Privacy
The District recognizes that principles of academic freedom and shared governance, freedom of speech, and privacy hold important implications for the use of electronic communications. This Policy reflects these firmly-held principles within the context of the District’s legal and other obligations. The District respects the privacy of electronic communications in the same way that it respects the privacy of paper correspondence and telephone conversations.

The District does not routinely inspect, monitor, or disclose electronic communications. Nonetheless, subject to the requirements for authorization, notification, and other conditions specified in this Policy, the District may deny access to its electronic communications services and may inspect, monitor, or disclose electronic communications under limited circumstances as described in these policies and
procedures.

District contracts with outside vendors for electronic communications services shall explicitly reflect and be consistent with this Policy and other District policies related to privacy.

Section 3720.32 Confidentiality
Employees, students, and others are prohibited from seeking out, using, or disclosing personal information without authorization. Employees are required to take necessary precautions to protect the confidentiality of employee records, student records, and personal information encountered in the performance of their duties. Computer systems and networks provide mechanisms for the protection of private information from examination. These mechanisms are necessarily imperfect and any attempt to circumvent them or to gain unauthorized access to private information (including both stored computer files and messages transmitted over a network) will be treated as a violation of privacy and will be cause for disciplinary action.

Section 3720.33 Limitations
Under certain circumstances as defined in Section 3720.6 the District may access electronic communications without an account holder's consent. Due to the open and decentralized design of the Internet and networked computer systems of the District, the District cannot protect individuals against receipt of material that may be offensive to them. Those who use the District's computer resources are warned that they may receive materials that are offensive to them. Likewise, individuals who use E-mail or those who disclose private information about themselves on the Internet or District electronic communications resources should know that the District cannot protect them from invasions of privacy.

SECTION 3720.4 GUIDELINES FOR USE OF DISTRICT ELECTRONIC COMMUNICATIONS

The District encourages the use of electronic communications resources and makes them widely available to the District community. Nonetheless, the use of electronic communications resources is limited by restrictions that apply to all District property and by constraints necessary for the reliable operation of electronic communications systems and services. The District reserves the right to deny access to its electronic communications resources when necessary to satisfy these restrictions and constraints.

Use of District electronic communications resources is allowable subject to the following conditions:

Section 3720.41 Intended Use
Electronic communications resources are provided by the District units to support the teaching, research, and public service missions of the College, and the administrative functions that support this mission.

Section 3720.42 Personal Use
Users of a District electronic communications systems or service may use that facility or service for incidental personal purposes provided that such use does not:
   a. directly or indirectly interfere with the District's operation of electronic communications resources;
   b. interfere with the user’s employment or other obligations to the District; or
   c. burden the District with incremental costs.

The District is not responsible for any loss or damage incurred by an individual as a result of personal use of District electronic communications resources.
3720.43 Accessibility to Individuals with Disabilities
All electronic communications intended to accomplish the academic and administrative tasks of the District shall be accessible to authorized users with disabilities in compliance with law and District policies. Alternate accommodations shall conform to law and District policies and guidelines.

3720.44 Intellectual Property
The contents of all electronic communications shall conform to laws and District policies regarding protection of intellectual property, including laws and policies regarding copyright, patents, and trademarks. When the content and distribution of an electronic communication would exceed fair use as defined by the federal Copyright Act of 1976, users of District electronic communications resources shall secure appropriate permission to distribute protected material in any form, including text, photographic images, audio, video, graphic illustrations, and computer software.

3720.45 Representation
Use of the District's name, logo and identity is regulated by District policy. Users of electronic communications resources must abide by District policies on the use of the District's identity. Users of electronic communications resources shall not give the impression that they are representing, giving opinions, or otherwise making statements on behalf of the District or any unit of the District unless appropriately authorized to do so.

3720.46 Endorsements
References or pointers to any non-District entity contained within District electronic communications shall not imply District endorsement of the products or services of that entity.

3720.47 Restrictions
District electronic communications resources may not be used for:
- unlawful activities;
- commercial purposes not under the auspices of the District;
- personal financial except for incidental use directly related to one's responsibilities at the District;
- personal use inconsistent with Section 3720.42, Personal Use; or
- uses that violate other District policies or guidelines. The latter include, but are not limited to, policies and guidelines regarding intellectual property and sexual or other forms of harassment (See Appendix B, References).

3720.48 False Identity and Anonymity
Users of District electronic communications resources shall not, either directly or by implication, employ a false identity (the name or electronic identification of another). However, a supervisor may direct an employee to use the supervisor's proxy to transact District business for which the supervisor is responsible. In such cases, an employee's use of the supervisor's proxy does not constitute a false identity. A user of District electronic communications resources may use a pseudonym (an alternative name or electronic identification for oneself) for privacy or other reasons, so long as the pseudonym clearly does not constitute a false identity.

When publishing web pages and transmitting broadcasts (i.e. voice, video, text) a user may not remain anonymous (the sender's name or electronic identification shall not be hidden).

3720.49. Interference
District electronic communications resources shall not be used for purposes that could reasonably be
expected to directly or indirectly disrupt or degrade on any electronic communications resources, or 
unwarranted or unsolicited interference with others' use of electronic communications resources. Users 
of electronic communications services shall not:
   a. send or forward electronic mail chain letters or their equivalents in other services;
   b. "spam", that is, exploit electronic communications systems and services for purposes beyond their 
      intended scope to amplify the widespread distribution of unsolicited electronic communications;
   c. send an extremely large message or send multiple electronic communications to one or more 
      recipients to interfere with the recipients' use of electronic communications systems and services;
   d. intentionally engage in other practices such as "denial of service attacks" that impede the 
      availability of electronic communications services; or
   e. knowingly or negligently introducing any invasive or destructive programs (i.e., viruses, worms, 
      Trojan Horses) into District computers or networks.

SECTION 3720.5 INAPPROPRIATE USES OF DISTRICT ELECTRONIC 
COMMUNICATIONS RESOURCES: REPORTING AND CONSEQUENCES

Section 3720.51 Process for Investigating Inappropriate Use

Computer System Supervisor may informally resolve unintentional or isolated minor violations of use 
policies or procedures through E-mail or face-to-face discussion and education with the user or users 
concerned. If there is probable cause to believe that any user is engaging in activities that constitute an 
emergency circumstance, a System Supervisor may take immediate action as described in Section 
3720.02.

3720.511 Student Violations
Suspected violation of this Policy or Procedures by a student shall be reported to the 
System Supervisor. He/she will determine if the student's conduct constitutes probable 
cause to initiate any disciplinary action and will then take any action deemed appropriate 
under the circumstances by following the appropriate sections of Board Policy 3231 - 
Student Conduct. If the System Supervisor determines that a violation has occurred, 
he/she may take immediate action to suspend the user's privileges for up to two (2) days. 
In the event a user's privileges are suspended, the System Supervisor must provide the user 
with written notice of the suspension and provide a statement of reasons for the actions 
taken. Any suspension of user's privileges must be reported in writing to the Dean of 
Educational Programs responsible for student discipline within one day of such action. 
Thereafter, the Dean may determine whether additional disciplinary action should be taken 
pursuant to established student discipline procedures as outlined in Board Policy 3231 - 
Student Conduct. The determination to suspend a student's user privileges may be appealed 
pursuant to the appeal procedures set forth in Board Policy 3231 - Student Conduct.

3720.512 Faculty Violations
Suspected violations of the Policy or Procedures by the district faculty shall be reported to 
the appropriate department chair, area supervisor or dean. He/she may: (1) contact the 
faculty member to attempt to resolve the matter informally, or (2) refer the matter to the 
area dean or Executive Vice President for investigation and potential disciplinary action 
following District Policy.
3720.513 Staff Violations
Suspected violations by staff should be reported to the employee’s immediate supervisor. He/she may: (1) contact the staff member to attempt to resolve the matter informally; or (2) refer the matter to the appropriate Vice President for investigation and potential disciplinary action following District Policy. If the Vice President determines that a violation has occurred, the System Supervisor may be directed to suspend or revoke the user’s privilege. The appropriate Vice President may also direct the System Supervisor to delete material found to be in violation of this Policy or Procedure. In the event user’s privileges are suspended or revoked, the appropriate Vice President must provide the user with written notice of the suspension or revocation, and provide a statement of reasons for the actions taken.

3720.514 Non-District User Violations
Suspected violations of this Policy or Procedures by a non-district user shall be reported to the System Supervisor. The System Supervisor will determine if the non-district user’s conduct constitutes a violation of the District Policy or Procedure. In the event of a violation, the System Supervisor will take appropriate actions to protect the District’s resources and refer the matter to the appropriate District authority. Policy violations by non-district users may be referred to the District’s Legal Affairs/Human Resources office and/or law enforcement authorities. Sanctions may include but are not limited to immediate revocation of user privileges, termination of contractual relationships, removal from campus and/or service area, restitution or civil or criminal prosecution.

Section 3720.52 Disciplinary Action

Violations of this policy may result in disciplinary action consistent with disciplinary policies and procedures for faculty, staff and students. Violations may also result in civil or criminal prosecution. Nothing in this Policy precludes enforcement under the laws and regulations of the State of California, any municipality or county therein, and/or the United States of America.

Section 3720.53 Local, Federal, or State Statutes

Any offense which violates local, state or federal laws may result in the immediate loss of all District computing access and use and will be referred to appropriate District offices and/or law enforcement authorities.

3720.6 ACCESS WITHOUT CONSENT

Consent from a district user shall be obtained by the District prior to any inspection, monitoring, or disclosure of the contents of District electronic communications records in the holder’s possession, except as provided for below. The District shall only permit the inspection, monitoring, or disclosure of electronic communications records without the consent of the holder of such records:
   a. when required by and consistent with laws such as the California Public Records Act;
   b. when there is probable cause to believe that violations of law or
      of District policies listed in Appendix B;
   c. when there are compelling circumstances as defined in; or
   d. under time-dependent, critical operational circumstances.
When under the circumstances described above, the contents of electronic communications must be inspected, monitored, or disclosed without the holder's consent, the following sections shall apply.

3720.61 Authorization
Except in compelling circumstances, or under time-dependent, critical operational circumstances, or emergency circumstances as defined in Appendix A, Definitions, such actions must be authorized in advance and in writing by the College President or responsible Vice President. Authorization shall be limited to action no broader than necessary to resolve the situation.

3720.62 Emergency Circumstances
In compelling, critical operational, or emergency circumstances, the least perusal of contents and the least action necessary to resolve the emergency may be taken immediately without authorization, but appropriate authorization must then be sought without delay following the procedures described in Section 3720.61.

3720.63 Notification
In either case, the responsible authority or designee shall at the earliest possible opportunity that is lawful and consistent with other District policy notify the affected individual of the action(s) taken and the reasons for the action(s) taken.

3720.64 Compliance with Law
Actions taken under Section 3720.6 shall be in full compliance with the law and other applicable District policies, including laws and policies listed in Appendix B, References. Advice of Counsel must be sought prior to any action involving electronic communications (a) stored on equipment not owned or housed by the District, or (b) whose content is protected under the federal Family Educational Rights and Privacy Act of 1974.

3720.65 Recourse
Faculty and Staff:
District personnel grievance procedures shall be used as the process for review and appeal of actions taken under Section 3720.6 to provide a mechanism for recourse to individuals who believe that actions taken by employees or agents of the District were in violation of this Policy.

Students: Board Policy 3235 – Student Grievance Policy, shall be used as the process for review and appeal of action taken under Section 3720.6.
APPENDIX A: DEFINITION OF TERMS

Compelling Circumstances: Circumstances in which failure to act might result in significant bodily harm, significant property loss or damage, loss of significant evidence of one or more violations of law or of District policies listed in Appendix B, Policies Relating to Non-Consensual Access, or significant liability to the District or to members of the District community.

Electronic Communications Resources: Any combination of telecommunications equipment, transmission devices, electronic video and audio equipment, encoding or decoding equipment, computers and computer time, data processing or storage systems, computer systems, servers, networks, input/output and connecting devices, and related computer records, programs, software, and documentation that supports electronic communications services.

Electronic Communications Systems or Services: Any messaging, collaboration, publishing, broadcast, or distribution system that depends on electronic communications resources to create, send, forward, reply to, transmit, store, hold, copy, download, display, view, read, or print electronic records for purposes of communication across electronic communications network systems between or among individuals or groups, that is either explicitly denoted as a system for electronic communications or is implicitly used for such purposes.

Emergency Circumstances: Circumstances in which time is of the essence and there is a high probability that delaying action would almost certainly result in compelling circumstances.

Network: A group of computers and peripherals that share information electronically, typically connected to each other by either cable or satellite link.

Peripherals: Special-purpose devices attached to a computer or computer network - for example, printers, scanners, plotters, etc.

Probable Cause: Reliable evidence indicating that violation of law or of District policies listed in Appendix B, Policies Relating to Non-Consensual Access, probably has occurred, as distinguished from rumor, gossip, or other unreliable evidence.

Proxy: A specific e-mail procedure that allows one individual to grant another individual the ability to act on his/her behalf in using electronic mail.

Server: A computer that contains information shared by other computers on a network, and that can be used by one or more users.

Software: Programs, data, or information stored on magnetic media (tapes, disks, diskettes, cassettes, etc.). Usually used to refer to computer programs.

Staff: Classified employee, administrator or other employee who is not faculty.

System Supervisor: Faculty or staff employed by the District whose responsibilities include system, site, or network administration and staff employed by departments whose duties include system, site, or network administration. System supervisors perform functions including, but not limited to, installing hardware and software managing a computer or network, and keeping a computer operational.
**Supervisor:** The employee’s supervisor as defined in the District’s organization chart.

**Time-dependent, Critical Operational Circumstances:** Circumstances in which failure to act could seriously hamper the ability of the District to function administratively or to meet its teaching obligations, but excluding circumstances pertaining to personal or professional activities, or to faculty research or matters of shared governance.

**User:** Someone who does not have system supervisor responsibilities for a computer system or network but who makes use of that computer system or network. A user is still responsible for his or her use of the computer and for learning proper data management strategies.
APPENDIX B:  
FEDERAL STATE AND DISTRICT STATUTES REGULATIONS  
AND POLICIES REFERENCES  

The following is a partial list of Federal, State and District statutes, regulations and policies that pertain to 
the college’s Computer Use Policy and Procedures. This list of references does not include all Federal, 
State, and District statutes, regulations and policies that pertain to this Policy.

State of California Statutes

State of California Information Practices Act of 1977 (Civil Code Section 1798 et seq.)
State of California Education Code, Section 67100 et seq.
State of California Education Code 92000
State of California Government Code, Section 11015.5
State of California Penal Code, Section 502
State of California Public Records Act (Government Code Section 6250 et seq.)

Federal Statutes And Regulations

American with Disabilities Act of 1990
Communications Decency Act of 1996
Copyright Act of 1976
Digital Millennium Copyright Act of 1998
Electronic Communications Privacy Act of 1986
Electronic and Information Technology, Section 508
Family Educational Rights and Privacy Act of 1974
Federal Communications Commission Rules and Regulations
Federal Copyright Act of 1976
Privacy Act of 1974
Telecommunications Act of 1934
Telecommunications Act of 1996

District Policies (Note: Correct listing of relevant District Policies will be referenced in this Appendix)

Academic Freedom, Policies for Faculty and Educational Administrators section 2520
Disciplinary Procedures, Policies for Faculty and Educational Administrators, section 2500, Appendix F
Disciplinary Procedures, Policies for Student Personnel, section 3231.3,
Discrimination, Affirmative Action Program for Santa Barbara Community College District, Appendix A
Faculty Grievances, Policies for Faculty and Educational Administrators, section 2500, Appendix F
Freedom of Expression, Policies for Faculty and Educational Administrators section 2520
Intellectual Property, Policies for Faculty and Educational Administrators, section 2410 (to be developed)
Microcomputer Software Copyright Policy, section 2601 and 2602
Policy for Student Use of Computers and Network
Rights to Privacy, Policies for Faculty and Educational Administrators section 2520
Sexual Harassment, Affirmative Action Program for Santa Barbara Community College District, Chpt. IX
Student Conduct, Policies for Student Personnel, section 3231
Student Grievances, Policies for Student Personnel, section 3235
Use of District Logo and Identity [no policy as yet]
Nepotism Policy
BP 7310

The District may employ, for any position, qualified persons who are related to or domestic partners of the current employees of the District provided all of the following conditions are met:

Employees of the District shall not initiate or participate in decisions involving a direct benefit (initial employment, supervision, evaluation, retention, promotion, salary, leave of absence, class schedule, etc.) to members of their immediate family or to the employee’s domestic partner.

For purposes of this policy, “members of the immediate family” as used in this section means the mother, father, mother-in-law, father-in-law, grandmother or grandfather of the employee or the spouse, spouse, grandchild, son, son-in-law, daughter, daughter-in-law, stepson, stepdaughter, brother or sister of the employee, stepparents or any relative living in the immediate household of the employee.

For purposes of this policy, “domestic partner” is defined by California Family Code Section 297 et. seq. and the collective bargaining agreements and employment MOU’s of the District.

The District retains the right to reassign or transfer one of the related individuals or domestic partners to eliminate any potential for creating any adverse impact on supervision, safety, security, morale, or other potential conflicts of interest.

If, subsequent to appointment to any position, an employee becomes legally related to or a domestic partner of another employee of the District, the District may require one of the parties to change department or position to avoid a conflict of interest.

Board Approved August 17, 2000

H:Nepotism Policy (8/00)
Administrative Procedures for Implementing the District’s Nepotism Policy (BP 7310)

1.0 The District will allow flexibility in the application of its Nepotism Policy when relatives (or domestic partners as defined by Family Code Section 297 et seq.) would be in the same department.

2.0 If two persons in the same department should marry or enter into a domestic partner relationship, while both are employed by the District, they may continue their employment in the same department provided that they not work in any position that would require one to be in a decision-making role relative to another.

3.0 In those instances where developments would result in a relative/partner having recommending or decision-making responsibilities over another relative/partner, the appropriate Vice President in consultation with Superintendent/President will intercede to ensure that there is no conflict of interest. Actions may include reassignment to another department.
As per Title 5, section 59022 (a)-(c), College records that were not classified prior to July 1, 1976 that are more than three years old may be classified as Class 3 Disposable records and may be destroyed without further delay. College records created after 1976 must be classified as either Class 1 (permanent), Class 2 (optional) or Class 3 (disposable). The records listed below, which were created after 1976, are Class 3 Disposable records and may be destroyed after the third college year in which they originated (i.e., all records prior to 1999-2000 may be destroyed).

The following documents are considered Class 3. These documents have been retained for the legal period of time as per Title 5, Section 59022 (a)-(c).

These are outdated employee medical records. Pursuant to law, there is no further need to retain these documents for use in the district. The District Records Officer requests permission to destroy the documents listed.

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SABBATICAL LEAVE
Academic Year 2000-2001

Enhancing Teaching Effectiveness in Theatre Arts and
Reasearching Technology-based Design

REPORT
Submitted January 2002

RECEIVED
FEB 25 2002

Mary Gibson
Department of Theatre Arts
Summary of Achieved Outcomes

Name: MARY GIBSON

Project Title: Enhancing Teaching Effectiveness in Theatre Arts and Researching Technology-based Design

Term of Proposed Leave: Academic Year- 2000-2001

As a result of this Sabbatical:

1) Expanded knowledge from my studies of Chicano and Asian Theatre has resulted in new materials being added to my Online Understanding Drama class (TA 103). I completed a class at UCSD in Modern Theatre Masters: Luis Valdez and now have a new "lecture" for Chicano theatre covering Valdez and his landmark theatre company, El Teatro Campesino. As a result of my Asian Theatre Studies at Pomona College (two classes) I am now including a Japanese play, Kanjincho, that more fully allows students to experience the Kabuki style of theatre. (See appendix A for course syllabi/grade reports and App B for copies of materials added to my class)

2) Teaching online continues to be an exciting adventure. Now that I have taught a course (Understanding Drama-TA 103) for two semesters, I have made refinements. Assignments have been re-configured for more effective outcomes and I have added review quizzes for each unit so students may check their progress weekly and know where they must spend more time studying for exams. I collected over 1000 images while I was travelling and many of these are being used on my "lecture" pages and on supplementary pages. This has greatly alleviated the copy right worries of using someone else's images on my pages.

3) I completed a course at the professional MakeUp Designery (MUD) School in Burbank (Nov-Dec '00). As a result I have re-designed the beauty section of my makeup class. Aside from changing the way I approach this section, I have redesigned other assignments, breaking it into smaller units of practice before combining the techniques and doing more partnered projects. These changes are a result of observing how the class at MUD was structured. This spring Mike Stinton of the Film Studies Department and I will be collaborating to match up directing students and makeup artists for short film projects.

4) My research into the area of technology-based design turned out to be minimal. This was due to two factors; 1) I misjudged my timeline and was ready for this in May when many designers are off on hiatus and 2) there are not many designers actually using technology for the rendering of their designs. What I did learn was that SBCC is already teaching the particular software programs that designers mentioned to me. These include: Photoshop, Mini CAD, Vector Works, Illustrator, FreeHand and Painter. Use of this technology will
continue (for the near future) to be an optional way of rendering costume and scenic designs rather than the standard. As theatrical and film designers master the software, it will warrant a more prominent place in our TA design classes.

5) I visited ancient theatres in Greece (Athens, Delphi, Epidaurus, Crete), Italy (Rome, Pompeii, Florence) and France (Orange); historical theatres in Sweden (Drottningholm Palace-c. 1785) and Italy (Vicenza c. 1585); and the re-created Old Globe theatre in England. I took over one thousand digital images to be used in my classes. My travel journal (p 12-48) describes specific ideas for use in classes and designs as they came to me. I know that my classroom presentations and discussions about these theatres will be more passionate for having actually stood inside them.

6) I spent a two weeks at the Edinburgh Festival and Fringe Theatre Festival. Productions were very exciting and inspirational. They ranged from contemporary productions of Historical material to new works and classics. Attendance at the new Old Globe in London was especially exciting and to see a production in the 2000 year-old Greek theatre at Epidaurus was also a lifetime achievement. In Prague I experienced the unique presentational style of the Magic Lantern Theatre and in Sweden saw two ballets performed in the era of the theatre itself. Once again, classroom presentations and design meetings will be enriched because new fact-based, first-hand-experience frames of reference have been drawn for me. My travel journal (p 12-48) includes my thoughts and notes after seeing these productions.

7) Every museum I visited included images that I use for costume design. It is very hard to pinpoint when and where I will reference the thousands of images that I saw and experienced, but I know that eventually it will be used. I took many digital images for costume reference and now only hope for the time to create Power Point presentations using them.
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Legend:
- 🔴 Term begins
- ⬤ Term ends
- ❌ Holiday
- 📜 Optional Flex Day
- ⚪ Required Flex Day
- ( ) Finals

**SUMMER 2003**
- **6/16/03-7/26/03**
  - June
    - 13 Application Deadline, Summer
    - 16 Summer Session Begins
    - 20 Last Day to Submit Add Cards and Petition for Credit/No Credit
    - 20 Last Day to Drop and Receive Tuition/Enrollment Fee Refund
  - July
    - 3 Filing Deadline for Degrees/Certificates
    - 4 Independence Day, Holiday
    - 9 Last Day to Withdraw from College/Courses
    - 26 Summer Session Ends

**FALL 2003**
- **9/02/03-12/20/03**
  - August
    - 20-29 Required Faculty Flex
  - September
    - 1 Labor Day, Holiday
    - 2 Fall Semester Begins
    - 13 Late Application Deadline, Fall Semester
    - 13 Last Day to Drop Classes and Receive Tuition/Enrollment Fee Refund
    - 13 Last Day to Submit Add Cards
  - October
    - 3 Last Day to Petition for Credit/No Credit
  - November
    - 27-29 Thanksgiving Vacation
  - December
    - 13 Last Day of Instruction
    - 15-20 Final Exams
    - 20 Fall Semester Ends
    - 22 Jan 19 Winter Vacation

**SPRING 2004**
- **1/20/04-5/15/04**
  - January
    - 1 New Year's Day, Holiday
    - 15-16 Required Faculty Flex Days
  - February
    - 13 Lincoln's Day, Holiday
    - 16 Washington's Day, Holiday
    - 20 Last Day to Petition for Credit/No Credit
  - March
    - 13 Last Day to Drop and Receive Tuition/Enrollment Fee Refund
    - 26 Last Day to Withdraw from College/Courses
  - May
    - 29 - June 3 Spring Break
    - May 9 Last Day of Instruction
    - 10-15 Final Exams
    - 14 Commencement
    - 15 Spring Semester Ends
    - 31 Memorial Day, Holiday

---

**Feb Holiday choices =**

- 1/26 Fri
- 1/29 Mon
- 2/13 Fri

**2/16 = Presidents Holiday (no choice)**

**Grades due 1/29/04**

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Item 3.2

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<td>43</td>
<td>HEALTH SERVICES</td>
<td>SIGNS FOR HEALTH SERVICES</td>
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<td>230424</td>
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<td>SIGNS FOR HEALTH SERVICES</td>
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<td>LOBERO THEATRE FOUNDATION</td>
<td>$12,000.00</td>
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<td>CE-ADMINISTRATION</td>
<td>RENTAL FEES ADULT ED MIND &amp; SUPERMI</td>
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<tr>
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<td>HW WILSON COMPANY</td>
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<td>41</td>
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<td>230428</td>
<td>HW WILSON COMPANY</td>
<td>$462.55</td>
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<td>Supplies</td>
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<td>230429</td>
<td>BKM OFFICE MART INC</td>
<td>$703.70</td>
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<td>DEAN OF ED PROGRAMS - SCIENCES</td>
<td>FURNITURE</td>
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<tr>
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<td>TEMECULA VALLEY OFFICE INTERIORS</td>
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<td>PHYSICAL EDUCATION/RECREATION</td>
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<tr>
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<td>JULIA PENG'S EXPENSES</td>
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<td>$3,993.80</td>
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<td>PARTNERSHIP LATIN AMERICA LTD</td>
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<td>INTERNATIONAL EDUCATION FAIR FEES-MARINE DIVING REPLACEMENT VESSEL</td>
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<tr>
<td>230436</td>
<td>DAVIS BOATS</td>
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<td>MARINE TECHNOLOGY</td>
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<td>EJS CONSTRUCTION</td>
<td>$3,675.00</td>
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<td>INSTALLATION OF PRINTSHOP EXHAUST</td>
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<td>WESTAIRE HEATING AND AIR CONDITIONING (INC)</td>
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<td>DISTRICT CONSTRUCTION PROJECTS</td>
<td>INSTALL OF EXHAUST FAN IN RM H-204</td>
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<tr>
<td>230439</td>
<td>WESTAIRE HEATING AND AIR CONDITIONING (INC)</td>
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<td>REDESIGN OF EAST CAMPUS MTD TRANS</td>
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<td>230440</td>
<td>BLACKBIRD ARCHITECTS</td>
<td>$9,424.00</td>
<td>43</td>
<td>DISTRICT CONSTRUCTION PROJECTS</td>
<td>PARKING LOTS ELECTRICAL ENGINEER-IN</td>
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<tr>
<td>230441</td>
<td>JMUPE ELECTRICAL ENGINEERING LIGHTING DESIGN</td>
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<td>43</td>
<td>DISTRICT CONSTRUCTION PROJECTS</td>
<td>PORTABLE RADIOS &amp; ACCESSORIES</td>
</tr>
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<td>230442</td>
<td>DESTIN THOMAS COMMUNICATIONS AND ELECTRON</td>
<td>$3,575.43</td>
<td>43</td>
<td>FACILITIES AND OPERATIONS</td>
<td>EBS TRANSFORMER PIT GRATING</td>
</tr>
<tr>
<td>230443</td>
<td>CENTRAL MACHINE AND WELDING INC</td>
<td>$6,900.00</td>
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<td>STATE SCHEDULED MAINT. PROJECTS</td>
<td>SUPPLIES</td>
</tr>
<tr>
<td>230444</td>
<td>OFFICE DEPOT</td>
<td>$32.20</td>
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<td>ACCOUNTING</td>
<td>VIDEOS</td>
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<tr>
<td>230445</td>
<td>CENTER FOR NEW AMERICAN MEDIA</td>
<td>$514.88</td>
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<td>LEARNING RESOURCE CENTER</td>
<td>SUPPLIES</td>
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<tr>
<td>230446</td>
<td>CANON BUSINESS SOLUTIONS WEST</td>
<td>$760.33</td>
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<td>HUMAN RESOURCES &amp; LEGAL AFFAIRS</td>
<td>GOURMET DINING RM ROOF</td>
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<td>230447</td>
<td>CRAIG ROOF COMPANY (INC)</td>
<td>$14,475.00</td>
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<td>STATE SCHEDULED MAINT. PROJECTS</td>
<td>REFLECTION MAINTENANCE</td>
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<tr>
<td>230448</td>
<td>PRODUCTIVE ONLINE CORPORATION</td>
<td>$8,842.40</td>
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<td>INFORMATION RESOURCES DIVISION</td>
<td>SUPPLIES</td>
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<td>230449</td>
<td>BUSINESS MACHINE SECURITY</td>
<td>$5,656.88</td>
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<td>DISTRICT CONSTRUCTION PROJECTS</td>
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</table>

**Total Purchase Orders** $478,331.05
THE FOUNDATION FOR
SANTA BARBARA CITY COLLEGE
JUNE 30, 2002 AND 2001
FINANCIAL STATEMENTS
THE FOUNDATION FOR
SANTA BARBARA CITY COLLEGE

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Statement of Financial Position ............................................................... 2 - 3
Statement of Activities and Changes in Net Assets ................................... 4
Statement of Cash Flows ........................................................................ 5
Notes to Financial Statements ................................................................. 6 - 12
August 23, 2002

INDEPENDENT AUDITORS’ REPORT

Board of Directors
The Foundation for Santa Barbara City College:

We have audited the accompanying financial statements of The Foundation for Santa Barbara City College (the Foundation) as of June 30, 2002 as listed in the table of contents. These financial statements are the responsibility of the Foundation’s management. Our responsibility is to express an opinion on these financial statements based on our audit. The prior year summarized comparative information has been derived from the Foundation’s 2001 financial statements and, in our report dated August 27, 2001, we expressed an unqualified opinion on those financial statements.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Foundation for Santa Barbara City College as of June 30, 2002, and the changes in net assets, and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Bartlett, Pringle & Wolf, LLP
## The Foundation for Santa Barbara City College

### Statement of Financial Position

**June 30, 2002**

With Summarized Information for the Year Ended June 30, 2001

<table>
<thead>
<tr>
<th></th>
<th>Unrestricted</th>
<th>Temporarily Restricted</th>
<th>Permanently Restricted</th>
<th>Total 2002</th>
<th>Total 2001</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ASSETS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Current Assets:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>$1,342,675</td>
<td>$</td>
<td>$</td>
<td>$1,342,675</td>
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<tr>
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<td>2,660,611</td>
<td>3,002,005</td>
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<td>Current portion of pledges receivable</td>
<td>282,833</td>
<td>804,925</td>
<td>1,087,758</td>
<td>834,985</td>
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<tr>
<td>Other assets</td>
<td>90,794</td>
<td>525,000</td>
<td>615,794</td>
<td>148,859</td>
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<tr>
<td>Total current assets</td>
<td>2,181,464</td>
<td>2,195,449</td>
<td>1,329,925</td>
<td>5,706,838</td>
<td>4,695,615</td>
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<td>Investment in commercial real estate, net</td>
<td>320,625</td>
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<td>320,625</td>
<td>354,375</td>
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<td>Pledges receivable - long term portion, net</td>
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<td></td>
<td>282,277</td>
<td>282,277</td>
<td>1,104,810</td>
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<td>Long term investments</td>
<td>933,268</td>
<td>9,681,832</td>
<td>10,615,100</td>
<td>10,267,120</td>
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<td>7,500</td>
<td>7,500</td>
<td>7,500</td>
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<td>Office equipment, net</td>
<td>35,394</td>
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<td>35,394</td>
<td>28,750</td>
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<td>Assets held in charitable remainder trusts</td>
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<td></td>
<td>8,718,931</td>
<td>8,718,931</td>
<td>9,418,923</td>
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<td>452,266</td>
<td>465,122</td>
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<td>2,402,243</td>
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<td>3,284,017</td>
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<tr>
<td><strong>Total assets</strong></td>
<td><strong>$3,470,751</strong></td>
<td><strong>$2,195,449</strong></td>
<td><strong>$22,874,974</strong></td>
<td><strong>$28,541,174</strong></td>
<td><strong>$29,626,232</strong></td>
</tr>
</tbody>
</table>

*See Accompanying notes*


THE FOUNDATION FOR SANTA BARBARA CITY COLLEGE

STATEMENT OF FINANCIAL POSITION

June 30, 2002

With Summarized Information for the Year Ended June 30, 2001

<table>
<thead>
<tr>
<th>LIABILITIES AND NET ASSETS</th>
<th>Unrestricted</th>
<th>Temporarily Restricted</th>
<th>Permanently Restricted</th>
<th>Total 2002</th>
<th>Total 2001</th>
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<tr>
<td>Current Liabilities:</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
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<td>Accounts payable and</td>
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<td>$</td>
<td>$</td>
<td>$ 59,397</td>
<td>$ 57,890</td>
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<td>accrued expenses</td>
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<td></td>
<td></td>
<td>$ 59,397</td>
<td>$ 57,890</td>
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<td>Total current liabilities</td>
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<td>$ 59,397</td>
<td>$ 57,890</td>
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<tr>
<td>Liability under Unitrust</td>
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<td>Agreements</td>
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<td>5,879,905</td>
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<td>Discount for future interest -</td>
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<td>291,449</td>
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<td>pooled income funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refundable advances -</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revocable split interest agreements</td>
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<td>849,829</td>
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<td>Total liabilities</td>
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<td></td>
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<td>7,080,580</td>
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<tr>
<td>Permanently restricted</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total liabilities and net assets</td>
<td>$ 3,470,751</td>
<td>$ 2,195,449</td>
<td>$ 22,874,974</td>
<td>$ 28,541,174</td>
<td>$ 29,626,232</td>
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</tbody>
</table>

See Accompanying notes

- 3 -
### THE FOUNDATION FOR SANTA BARBARA CITY COLLEGE

#### STATEMENT OF ACTIVITIES

For the Year Ended June 30, 2002

With Summarized Information for the Year Ended June 30, 2001

<table>
<thead>
<tr>
<th></th>
<th>Unrestricted</th>
<th>Temporarily Restricted</th>
<th>Permanently Restricted</th>
<th>Total All Funds 2002</th>
<th>Total All Funds 2001</th>
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</thead>
<tbody>
<tr>
<td>Revenues, gains, and other support:</td>
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<td></td>
<td></td>
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<td></td>
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<td>Contributions and bequests</td>
<td>$1,014,343</td>
<td>$1,760,328</td>
<td>$2,651,667</td>
<td>$5,426,338</td>
<td>$5,253,271</td>
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<td>153,346</td>
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<td>201,364</td>
<td>354,710</td>
<td>403,214</td>
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<tr>
<td>Gains and losses on investments</td>
<td>(289,860)</td>
<td>(1,127)</td>
<td>(1,059,984)</td>
<td>(1,350,971)</td>
<td>(1,193,863)</td>
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<tr>
<td>Other income (loss)</td>
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<td>49,105</td>
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<td>266,421</td>
<td>261,684</td>
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<td>Net assets released from</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>restrictions:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Satisfaction of program</td>
<td>3,229,818</td>
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<tr>
<td>restrictions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change in value of split</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>interest agreements</td>
<td>182,925</td>
<td></td>
<td>(1,495,580)</td>
<td>(1,312,655)</td>
<td>(675,792)</td>
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<tr>
<td>Total revenues, gains,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>and other support</td>
<td>4,507,888</td>
<td>(1,421,512)</td>
<td>297,467</td>
<td>3,383,843</td>
<td>4,048,514</td>
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#### Expenses:

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>College programs and other</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>designated disbursements</td>
<td>2,448,229</td>
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<td></td>
<td></td>
<td></td>
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<td>Scholarships and awards</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Fundraising expense</td>
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<td></td>
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<td>Administrative expense</td>
<td>411,984</td>
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<td>Total Expenses</td>
<td>3,962,774</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Change in net assets            |              |                        |                        |                      |                      |
| Transfers                       | 113,595      | 63,201                 | (176,796)              |                      |                      |
| Net assets at beginning of year | 2,752,645    | 3,553,760              | 15,733,120             | 22,039,525           | 21,432,169           |
| Net assets at end of year       | $3,411,354   | $2,195,449             | $15,853,791            | $21,460,594          | $22,039,525          |

*See Accompanying notes*
THE FOUNDATION FOR SANTA BARBARA CITY COLLEGE

STATEMENT OF CASH FLOWS

For the Year Ended June 30, 2002 and 2001

<table>
<thead>
<tr>
<th>Total All Funds</th>
<th>2002</th>
<th>2001</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Flows from Operating Activities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change in net assets</td>
<td>$ (578,931)</td>
<td>$ 607,356</td>
</tr>
<tr>
<td>Adjustments to reconcile change in net assets to net cash used by operating</td>
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<td></td>
</tr>
<tr>
<td>Depreciation expense</td>
<td>42,994</td>
<td>40,324</td>
</tr>
<tr>
<td>Net investment losses</td>
<td>1,350,971</td>
<td>1,193,863</td>
</tr>
<tr>
<td>Non-cash contributions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Restricted contributions</td>
<td>(1,760,328)</td>
<td>(1,975,667)</td>
</tr>
<tr>
<td>Decrease (Increase) in:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bequests receivable</td>
<td>569,760</td>
<td>791,915</td>
</tr>
<tr>
<td>Pledges receivable</td>
<td>1,594,622</td>
<td>128,040</td>
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<tr>
<td>Split-interest agreements</td>
<td>9,000</td>
<td></td>
</tr>
<tr>
<td>Land</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other assets</td>
<td>(466,935)</td>
<td>(106,232)</td>
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<tr>
<td>Increase (decrease) in:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts payable and accrued liabilities</td>
<td>1,507</td>
<td>972</td>
</tr>
<tr>
<td>Liability under split-interest agreements</td>
<td>(507,634)</td>
<td>(698,962)</td>
</tr>
<tr>
<td>Net cash flow provided (used) by operating activities</td>
<td>246,026</td>
<td>(9,391)</td>
</tr>
</tbody>
</table>

Cash Flows from Investing Activities

| Purchase of investments | (5,376,942) | (11,545,437) |
| Proceeds from sale of investments | 4,019,385 | 10,181,705 |
| Purchase of office equipment | (15,888) | (14,287) |
| Net cash flow used by investing activities | (1,373,445) | (1,378,019) |

Cash Flows from Financing Activities:

| Proceeds from contributions restricted for investment in endowment | 1,760,328 | 1,975,667 |
| Net cash flow provided by financing activities | 1,760,328 | 1,975,667 |
| Increase in cash | 632,909 | 588,257 |
| Cash at beginning of year | 709,766 | 121,509 |
| Cash at end of year | $ 1,342,675 | $ 709,766 |

Supplemental disclosure of noncash investing and financing activities:

There were no interest or taxes paid by the Foundation for the years ended June 30, 2002 and 2001.

See Accompanying notes
Note 1-  **Nature of Activities**

The Foundation for Santa Barbara City College (the Foundation), a not-for-profit organization, was formed for the purpose of encouraging voluntary private gifts, trusts, and bequests for the benefit of Santa Barbara City College (the College). The Foundation provides financial support for various college-related programs including student scholarships and awards, general department and program support, equipment purchases and capital improvements, and faculty research and teaching activities.

Note 2-  **Summary of Significant Accounting Policies**

A) **Presentation**

The Foundation has adopted Statement of Financial Accounting Standards (SFAS) No. 116, Accounting for Contributions Received and Made, and SFAS No. 117, Financial Statements of Not-for-Profit Organizations, and applied these standards on a retroactive basis. SFAS No. 117 establishes standards for external financial reporting by not-for-profit organizations and requires that resources be classified for accounting and reporting purposes into three net asset categories according to donor imposed restrictions. SFSA No. 116 requires that unconditional promises to give (pledges) be recorded as receivables and revenues and requires the organization to distinguish between contributions received for each net asset category in accordance with donor imposed restrictions. A description of the three net asset categories follows:

**Unrestricted Net Assets**

The unrestricted group of net assets represents unrestricted resources available for current support of Foundation and College activities.

**Temporarily Restricted Net Assets**

Temporarily restricted net assets include gifts which may be fully expended but have been restricted by donors for programs and activities of the College.

**Permanently Restricted Net Assets**

Permanently restricted net assets include outright gifts, charitable remainder unitrusts, and pledges receivable which require by donor restriction that the corpus be invested in perpetuity and only the income be made available for expenditure in accordance with donor restrictions for programs and activities of the College. The spendable, or distributable, portion of each endowment fund is included with temporarily restricted net assets.
B) Donor Restrictions

The Foundation reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

The Foundation reports gifts of property and equipment (or other long-lived assets) as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used, as well as gifts of cash or other assets that must be used to acquire long-lived assets, are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the Foundation reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

C) Investments

Investments are recorded at fair market value.

D) Donated Property and Investments

Donated property and investments are reflected as contributions in the accompanying statements at their fair market value at date of receipt.

E) Income Taxes

The corporation is exempt from both federal and state income taxes under Section 501(c)(3) and 23701(d), respectively.

F) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principals requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.
THE FOUNDATION FOR SANTA BARBARA CITY COLLEGE
NOTES TO THE FINANCIAL STATEMENTS

Note 3  **Pledges Receivable**

Unconditional promises are included in the financial statements as pledges receivable and revenue of the appropriate net asset category. Pledges not anticipated to be received in the next twelve months are recorded after discounting at 3% to the net present value of the pledge.

<table>
<thead>
<tr>
<th></th>
<th>2002</th>
<th>2001</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Pledges</td>
<td>$1,537,870</td>
<td>$2,336,127</td>
</tr>
<tr>
<td>Less Present Value Discount</td>
<td>(14,048)</td>
<td>(241,190)</td>
</tr>
<tr>
<td>Less Allowance for Uncollectibles</td>
<td>(153,787)</td>
<td>(155,142)</td>
</tr>
<tr>
<td>Net Pledges</td>
<td>$1,370,035</td>
<td>$1,939,795</td>
</tr>
</tbody>
</table>

Unconditional promises are expected to be realized in the following periods:

<table>
<thead>
<tr>
<th></th>
<th>2002</th>
<th>2001</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due in one year or less</td>
<td>$1,087,758</td>
<td>$834,985</td>
</tr>
<tr>
<td>Due between one and ten years</td>
<td>282,277</td>
<td>1,104,810</td>
</tr>
<tr>
<td></td>
<td>$1,370,035</td>
<td>$1,939,795</td>
</tr>
</tbody>
</table>

Pledges receivable at June 30 have the following restrictions:

<table>
<thead>
<tr>
<th></th>
<th>2002</th>
<th>2001</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Support</td>
<td>$45,441</td>
<td>$103,580</td>
</tr>
<tr>
<td>Departmental Programs and Activities</td>
<td>589,667</td>
<td>1,243,685</td>
</tr>
<tr>
<td>General Operating Support</td>
<td>567,567</td>
<td>355,180</td>
</tr>
<tr>
<td>Instruction</td>
<td>167,360</td>
<td>237,350</td>
</tr>
<tr>
<td></td>
<td>$1,370,035</td>
<td>$1,939,795</td>
</tr>
</tbody>
</table>

In addition, one charitable remainder trust terminated during the 1997-98 fiscal year, and $504,000 was distributed to the Foundation for general operating support of the College. The balance of $245,180 was distributed before June 30, 2002.

Note 4  **Conditional Promises**

Effective July 1, 2001 the Foundation for SBCC and Cottage Health System entered into an agreement to expand Santa Barbara City College’s Associate Degree Nursing Program with financial assistance from Cottage Health System; Cottage Health System and its affiliated hospitals are currently experience a nursing shortage. The agreement will continue in full force for 10 years unless terminated sooner under the terms of the agreement. To qualify for funding SBCC must agree to expand the Nursing Program faculty and work towards meeting agreed-upon enrollment and completion rates. To the extent to which other area hospitals participate in this expansion effort, the amount of their participation must be reimbursed to Cottage Health Systems. The maximum amount promised for the ten year period is $4,119,704.
Conditional Promises (Continued)

Conditional promises to pay are not included in the financial statements as pledges receivable or revenue of the appropriate net asset category. In March 2002, The Foundation for SBCC received $114,333 from Cottage Health Systems. In April 2002, The Foundation for SBCC received $50,000 from St. Francis Hospital, which was subsequently refunded to Cottage Health Systems. Conditional promises anticipated in the next twelve months are $357,240.

Investments

Investments are presented in the financial statement at fair market value. At June 30, 2002 and 2001, investments consist of the following:

<table>
<thead>
<tr>
<th>Year</th>
<th>Cash and Cash Equivalent</th>
<th>Fixed Income</th>
<th>Common Stock</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002</td>
<td>$2,355,108</td>
<td>$2,776,000</td>
<td>$10,485,498</td>
<td>$15,616,606</td>
</tr>
<tr>
<td></td>
<td>$2,355,108</td>
<td>$2,856,408</td>
<td>$8,064,195</td>
<td>$13,275,711</td>
</tr>
<tr>
<td></td>
<td></td>
<td>80,408</td>
<td>(2,421,303)</td>
<td>(2,340,895)</td>
</tr>
<tr>
<td>2001</td>
<td>$3,002,005</td>
<td>$2,922,798</td>
<td>$8,326,219</td>
<td>$14,251,022</td>
</tr>
<tr>
<td></td>
<td>$3,002,005</td>
<td>$2,959,729</td>
<td>$7,307,391</td>
<td>$13,269,125</td>
</tr>
<tr>
<td></td>
<td></td>
<td>36,931</td>
<td>(1,018,828)</td>
<td>(981,897)</td>
</tr>
</tbody>
</table>

Investments held by the restricted and permanently restricted group of net assets are placed in an investment pool. Investment income and realized gains and losses are allocated to the unrestricted, temporarily restricted, or permanently restricted net assets as stipulated in the investment policy of the Foundation.

Investment in Commercial Real Estate

Buildings and improvements suitable for a motel operation were donated to the Foundation in December 1983 and recorded at the estimated fair market value as of that date in the amount of $945,000. These buildings and improvements have been leased to Motel 6 since 1971. The lease is for sixty-five years and the terms call for periodic adjustments based on changes in the Consumer Price Index. Annual lease payments are $101,523 for year ended June 30, 2002 and $95,340 for year ended June 30, 2001. The aggregate future minimum lease payments for the remaining thirty-one years of the lease are approximately $3,340,000.

The building and improvements are being depreciated on a straight-line basis over 28 years. Depreciation expense for each of the years ended June 30, 2002 and 2001 was $33,750.
Note 6- **Investment in Commercial Real Estate** (Continued)

The Foundation received an income increase on January 1, 2002. The next increase would be in five years on January 1, 2007.

<table>
<thead>
<tr>
<th></th>
<th>2002</th>
<th>2001</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investment in Motel 6</td>
<td>$ 945,000</td>
<td>$ 945,000</td>
</tr>
<tr>
<td>Accumulated Depreciation</td>
<td>(624,375)</td>
<td>(590,625)</td>
</tr>
<tr>
<td>Net Investment in Motel 6</td>
<td>$ 320,625</td>
<td>$ 354,375</td>
</tr>
</tbody>
</table>

The future minimum lease payments for the next five years are as follows:

- 2003: $ 107,688
- 2004: $ 107,688
- 2005: $ 107,688
- 2006: $ 107,688
- 2007: $ 107,688

Note 7- **Split-Interest Agreements**

The Foundation is the remainderman for thirty charitable remainder trusts and interests in pooled income funds which have been established by donors to provide income or benefits, generally for life, to designated beneficiaries. The remainder of the trusts will be distributed to the Foundation for the purposes designated in the trust agreements, generally for restricted or endowment purposes. Each year beneficiaries receive a percentage of the trust's fair market value, payable quarterly; some of the trusts are further limited to net income or net-income-with-make-up provisions. The total fair market value of all trusts at June 30, 2002 and June 30, 2001 was $17,713,629 and $20,242,865, respectively. The net asset value of all trusts at June 30, 2002 and June 30, 2001 was $4,552,257 and $5,639,245 respectively.

The trusts are separate legal entities, created under the provisions of Section 664 of the Internal Revenue Code, and have a calendar year end as required by the Tax Reform Act of 1986. The trusts are exempt from Federal and California income taxes on investment income accumulated for future distribution and any net capital gains.

**Foundation as Trustee:** Where the Foundation acts as trustee, at the request of the donors, it does so at no charge. As trustee, the Foundation has fiduciary control over the trust assets and responsibility over the life of the trust for the payments to the income beneficiaries. For financial statement presentation, the interest in these trusts is presented at current market value under the caption “Assets held in charitable remainder trusts”. The present value of amounts payable to trust income beneficiaries over the life of the trusts is estimated, using a discount rate of 5% to 8% and the life expectancy of each trust’s income beneficiaries. Using the estimated life of the
Note 7- **Split-Interest Agreements** (Continued)

trust, each year a portion of the net change in asset value is recognized as revenue under the caption “Change in value of split interest agreements”.

**Pooled Income Fund:** Eight donors have contributed assets to the Foundation’s pooled income fund and one donor has contributed assets to a pooled income fund administered by another charitable organization. For financial statement presentation, this fund is presented at fair market value of the assets and the amounts payable to the income beneficiaries are recorded at their present value using a discount rate of 5% and reflected as “Discount for future interest-pooled income”. As the pooled income interests mature, a portion of the net change in asset value is recognized as revenue under the caption “Change in value of split interest agreements”.

**Other Trusts and Deferred Gifts:** The Foundation does not act as trustee for certain other trusts, which are also included on the financial statement presentation; the Foundation had neither the fiduciary control of the trust assets nor the liability for the distributions payable to the income beneficiaries. The interest in these trusts is presented at the net present value of the estimated future benefits to be received when the assets are distributed, using a discount rate of 6% to 10% and the life expectancy of each trust’s income beneficiaries. These are reflected as “Contributions receivable from remainder trusts”.

**Refundable Advances – Revocable Split Interest Agreements:** The Foundation is the beneficiary of seven trusts in which the donors have retained the right to select another organization as a beneficiary in lieu of the Foundation. The Foundation has recorded a liability for the present value of these trusts rather than income

Note 8- **Assets Released from Donor Restrictions**

Net Assets during 2002 and 2001 were released from donor restrictions by incurring expenses satisfying the restricted purposes or by occurrence of other events specified by donors.

<table>
<thead>
<tr>
<th></th>
<th>2002</th>
<th>2001</th>
</tr>
</thead>
<tbody>
<tr>
<td>College Programs</td>
<td>$2,448,229</td>
<td>$2,125,742</td>
</tr>
<tr>
<td>Scholarships and Awards</td>
<td>781,589</td>
<td>576,184</td>
</tr>
<tr>
<td></td>
<td>$3,229,818</td>
<td>$2,701,926</td>
</tr>
</tbody>
</table>

Note 9- **Related Party Transactions**

Santa Barbara City College provides certain services to the Foundation. Such costs which are directly attributable to the support program, are charged to the Foundation and were for the years ended June 30, 2002 and 2001 approximately $49,000 and $62,000 respectively. The College also provides facility use and maintenance, computing and communication services, and other
Note 9- **Related Party Transactions** (Continued)

services to the Foundation which are not included in the Foundation's financial statements. Such costs attributable to these services were estimated to be approximately $25,000 for fiscal years 2002 and 2001.

Note 10- **Life Insurance Policy**

In January 1995, the Foundation became both owner and beneficiary of a life insurance policy, where the insured is a donor. The donor, through gifts of appreciated securities, paid the premiums for five years and has indicated that he will continue to make annual gifts to the Foundation in an amount approximately equal to the annual premium, or $21,778. The terms of the policy provide that the net surrender value of the policy at June 30, 2002 is $59,507 and the death benefit is $424,220.

Note 11- **Pension Plan**

Effective July 1, 1994, the Board of Directors established a defined contribution retirement plan for permanent employees. The tax deferred group annuity plan covers all employees who work at least 1,000 hours in a 12-month period commencing with his or her date of employment. The employer matches voluntary contributions to the plan by the employee, up to 6% of compensation. Pension expense for the years ended June 30, 2002 and June 30, 2001 was $21,072 and $17,045, respectively.

Note 12- **Comparative Amounts**

The amounts shown for 2001 in the accompanying financial statements are included to provide a basis for comparison with 2002 and are not intended to present all information necessary for a fair presentation of the 2001 financial statements in conformity with generally accepted accounting principles.

Note 13- **Concentration of Credit Risk**

At June 30, 2002, the Foundation had approximately $159,000 of cash and cash equivalents in financial institutions in excess of federal insurance coverage.
August 23, 2002

Board of Directors
Foundation for Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109

Dear Board members:

In planning and performing our audit of the financial statements of The Foundation for Santa Barbara City College (the Foundation) for the year ended June 30, 2002, we considered the internal control structure to determine our auditing procedures for the purpose of expressing an opinion on the financial statements and not to provide assurance on the internal control structure. However, we noted certain matters involving the internal control structure and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control structure that, in our judgment, could adversely affect the Foundation’s ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

The accompanying comments and recommendations are intended solely for the information and use of the Board of Directors, management, and others within the Foundation. This letter does not affect our report on the financial statements.

Bank Statement Review

Currently, the monthly bank statements are being routed directly to the accounting department. We recommend that the bank statements be given, unopened, to the Chief Executive Director for review of both the statements and cancelled checks. This procedure provides an additional control over check disbursements, as any unusual or improper checks returned with the bank statement would be questioned during this process.

Status of Prior Year Comments

The following comment was included in our letter of August 27, 2001, and is presented along with the current status of this issue.
Internal Reports

Original Comment:

It was brought to our attention during the course of our audit and through conversations with the Foundation's staff that efficiency improvements could be achieved regarding the preparation of the Foundation's internal reports. Several regularly prepared reports, now being prepared manually, could be automated through the use of customized computer generated reports. The use of computer generated reports would eliminate the inherent possibility of human error in manually prepared reports, and save valuable time for the Foundation staff.

Current Status:

Due to numerous staff changes and other high priority issues, the Foundation was not able to implement any new reporting functions during this period. However we have been informed that an allocation of funds has been approved and will be utilized towards this purpose in the upcoming year.

Conclusion

While the nature of this letter is critical and addresses the deficiencies noted during the audit, it does not address the numerous positive aspects of the Foundation's operations. We would like to express our appreciation of the cooperation extended to us by the Foundation's staff during the course of our audit work. If you have any questions regarding the above issues, do not hesitate to call.

Very truly yours,

Bartlett, Pringle & Wolf, LLP

BARTLETT, PRINGLE & WOLF, LLP
Certified Public Accountants & Consultants
## SANTA BARBARA COMMUNITY COLLEGE DISTRICT

**BID TABULATION**

**Project:** PRINTING OF STUDENT NEWSPAPER "THE CHANNELS"

**Date:** Monday, November 04, 2002

**Bid #:** 571

**Time:** 3 p.m.

### Blue Pacific Newspapers &

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<th>Black +1</th>
<th>Black +2</th>
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<th>Signed</th>
</tr>
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</table>

Additional
- Electronic output: $4.00/page/color
- Delivery: $100.00

### Western Web Printing, Inc.

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<thead>
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<th></th>
<th>3,000 copies</th>
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<th>Addendum</th>
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</tbody>
</table>

*Prices are based on $530.00 a metric ton*

- Color: $60.00 per plate
- Process Color: $225.00 per plate
- Color Proof: $10.00 per page
- Completed pgs to neg: $12.00 per page
- Completed pgs to paper: $10.00
- Standard scan from photo print: $7.00
- Standard Scan from line art work: $7.00
- Standard strip page or ad (supplied velox): $6.00

**Bid Opened by:** ROB MORALES

**Bid Opening Attended by:** ROB MORALES, KARA RAMIREZ, CAROLINE LUERA ECK

**Copies Sent to:** BRIAN FAHNESTOCK, PATRICIA STARK, NAOMI DEWEY
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

BID TABULATION

Project: New Primary Service Administration Building  
Bid #: 572
Date: Wednesday, November 13, 2002  
Time: 3 p.m.

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<th>Contractor</th>
<th>Base Bid</th>
<th>Deductible</th>
<th>Addendum Acknowledged</th>
<th>Bid Bond</th>
<th>Bid Contractor List</th>
<th>Sub Contractor Licensing Statement</th>
<th>Contractor's Statement</th>
<th>Experience Statement</th>
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</thead>
<tbody>
<tr>
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<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Bid Opened by: ROB MORALES

Bid Opening Attended by: ROB MORALES, KARA RAMIREZ

Copies Sent to: BRIAN FAHNESTOCK, ALEX PITTMON
EXHIBIT B (Page 1 of 3)  
(UPDATED YEARLY)  
Reporting Period 2002

NCSP Agreement No: 2009-01  
School Name: SANTA BARBARA CITY COLLEGE

Standard Service

1. Institution will provide data file of predetermined demographic and enrollment information to NCSP at an agreed-upon date, in the NCSP specified format.
2. Institution may elect to provide summary financial data (Boxes 1, 2, and reimbursements) to NCSP. Any summary financial data that is provided to NCSP in boxes 1 or 2 will be reported to the IRS. The institution understands that accepting and processing this data is an optional service provided by NCSP at no additional cost. This is separate from the detailed financial data that incurs additional charges.
3. An Institution opting to provide data through the National Student Clearinghouse will complete a Letter of Instruction (Exhibit A) authorizing the Clearinghouse to release data to NCSP and return such letter to NCSP.
4. NCSP will print and mail a 1098-T. The date of mailing will depend upon the date when production data is received. Production data received before January 17, 2003 will be mailed before January 31, 2003. Production data received after January 17, 2003 will be placed in the cycle and mailed upon completion of processing.
5. NCSP can include up to 6 lines of customized text per Institution on each 1098-T to communicate campus-specific information to students.
6. NCSP will enclose a standard one-page 1098-T information sheet with each 1098-T mailed.
7. NCSP will electronically report all 1098-T files received by January 31, 2003 to the IRS by February 28, 2003.
8. NCSP will make available an electronic archive file to the Institution of all records reported to the IRS by placing the Institution's file on NCSP's web site, available for download. An Institution may request a cartridge, disk, or CD of this data at an additional charge.
9. Additional charge of $1.00 to cover handling and mailing of each 1098-T to a foreign address.

Web Service

Includes features mentioned in Standard Service plus Web-Site Service. NCSP will load all 1098-T data to a secure, access-controlled Web site maintained by NCSP. NCSP will issue a PIN to each student that will permit the student to access his/her own record, make corrections to selected data elements on it, and, if desired by the Institution, request a reprint of the 1098-T by mail. The cost of the reprint will be at the rate for Standard Service. NCSP will provide secure access to the Institution granting it the ability to correct any record at its Institution and request that NCSP reprint and mail a 1098-T.
EXHIBIT B (Page 2 of 3)

Full Service

Includes features mentioned in Standard and Web Service plus Customer Service. NCSP will provide 800-number telephone customer service to answer callers’ questions, provide tuition and fee information, make corrections, and direct caller to proper sources for tax information and advice.

Pricing Structure

Fees

$250 renewal fee for returning Institution

Per record charges

Standard Service

$0.59 per student record for TRA Services

Web Service

$0.84 per student record for TRA Services

Full Service

$1.59 per student record for TRA Services

Clearinghouse-originated fee

$0.25 additional charge per student record provided by the Clearinghouse up to a maximum of $4,000 per transmission

Optional services

$1,000 + $0.20 per student record for detailed printing of financial data

$44.00 for hard copy of IRS file

CD cartridge disk

*If there is an increase in postal rates, the increase will be passed on to the Institution.
EXHIBIT B (Page 3 of 3)

IN WITNESS WHEREOF, NCSP and the Institution have agreed to the services and prices identified in this Exhibit, which upon execution will become Exhibit B of the master TRA Services Agreement. This Exhibit was signed and delivered by its duly authorized representative as of the last date shown below.


NCS PEARSON, INC.                                           SANTA BARBARA CITY COLLEGE

By: ____________________________                                    By: ____________________________

Name: Denise Mahlum                                                Name: Brian Fahnestock
       (PRINT NAME)                                                (PRINT NAME)

Title: Program Manager                                             Title: Vice President Business Serv
       (PRINT TITLE)                                                (PRINT TITLE)

Date: ____________________________                                Date: ____________________________

To complete the registration process, please indicate the e-mail address of the person who will serve as the contact between your Institution and NCSP for all 1098-T related matters. If you're unsure what this requires, please call 1.800.654.8341 and request ext. 4910.

bermudes@sbcc.edu (E-mail address)
Lease Agreement Between
Kinko’s Early Learning Center
and
Santa Barbara County Education Office

This agreement, made and entered into this 9th day of August, 2002, by and between the Santa Barbara County Education Office (SBCEO), located at 4400 Cathedral Oaks Road, Santa Barbara, California 93160-6307, and Kinko’s Early Learning Center, located at 365 Alta Loma Drive, Santa Barbara, California 93109, shall be for the period beginning September 9, 2002 through June 13, 2003.

Kinko’s Early Learning Center hereby leases joint usage to SBCEO of the following property:

Kinko’s Early Learning Center-SBCC
365 Alta Loma Drive
Santa Barbara, California 93109

It is agreed between the parties as follows:

1. Term of Lease
   The term of this lease is for the period of September 9, 2002 through June 3, 2003 and may be renewed annually thereafter as agreed to by both parties. At any time during the lease, either party with due cause may terminate with a written notification at least forty-five (45) days prior to termination.

2. Lease Payment
   The lease payment is as follows: payment of $345 for September, $460 for October through May, and $230 for June. This includes joint usage of the premises for 3 hours per morning, 4 days per week, the cost of utilities, property maintenance, and property insurance. SBCEO will submit the lease payment on a monthly basis.

3. Use of Premises
   The SBCEO agrees to use the premises for the purpose of operating a Special Education Preschool Special Day Class. The class will meet for 3 hours per morning, 4 days per week with an SBCEO teaching assistant in attendance. The program will be operated under the supervision of the SBCEO
special education teacher in collaboration with the Kinko’s Early Learning Center director and staff. Students who are eligible will receive designated services on-site from SBCEO specialists (such as speech/language or adaptive physical education) as described in the student’s Individual Education Plan (IEP).

4. Delivery of Students
SBCEO students will be brought to and picked up from the leased facility in a group by bus or, in some cases, by private transportation provided by the parents.

5. Insurance
Kinko’s Early Learning Center shall provide insurance for fire, vandalism, and malicious mischief to buildings and contents. Insurance for contents shall be to the extent of Kinko’s Early Learning Center’s interest. The SBCEO shall be responsible for insurance on contents owned by the SBCEO. The SBCEO shall maintain a liability insurance policy in amounts of not less than $1,000,000 per occurrence for personal injury to any of the students registered in the Special Education Preschool Special Day Class. The SBCEO agrees to save harmless and indemnify Kinko’s Early Learning Center from any liability for injury, death, loss, accident or damage to any students or staff of the SBCEO.

Lessee:

Santa Barbara County Education Office
By: 
Florene Bednersh, Ph.D.
Assistant Superintendent, Special Education
Date: 10/15/02

Lessor:

Kinko’s Early Learning Center
By: Lea Blackburn, Director
Kinko’s Early Learning Center
Date: __________________________
SERVICE CONTRACT

GENERAL: Provide tobacco prevention services for SBCC students as per attached scope of work-revised 09/10/02.


LIMITATIONS: Total expenditure during Fiscal Year 2002-2003 shall not exceed $12,000.00 and total expenditure during Fiscal Year 2003-2004 shall not exceed $7,000.00. 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. 11/07/01) 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 Brodneck, Director Date: 11/5/02

Applicable License # (Medical/Contractor/Etc):

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

COUNTY OF SANTA BARBARA
AFFILIATION AGREEMENT
BETWEEN

Los Robles Regional Medical Center

AND

SANTA BARBARA COMMUNITY COLLEGE DISTRICT
SANTA BARBARA CITY COLLEGE

This AGREEMENT is entered into by and between Santa Barbara Community College District--Santa Barbara City College, hereinafter referred to as the "School" and Los Robles Regional Medical Center, hereinafter referred to as the "Facility".

WHEREAS, the School has a curriculum to educate health information technology (HIT) students and

WHEREAS, clinical experience is a required and integral component of the Nursing curriculum and professional preparation; and

WHEREAS, the School desires the cooperation of the Facility and its staff in the development and implementation of the clinical experience for its students; and

WHEREAS, the Facility recognizes its professional responsibility to participate in the education and professional preparation of health information technology (HIT) students;

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the School and the Facility enter into this agreement on the terms and conditions set forth below.

Rights/Responsibilities of the School

The School Agrees To:

1. Appoint a faculty member as the Coordinator of Clinical Education (CC) to administer the School's responsibilities related to the clinical education program.

2. Assume responsibility for assuring compliance with the Criteria for Accreditation of Education Programs.

3. Refer to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

4. Establish and maintain ongoing communication with the Facility's Director of Education on items pertinent to the School. On-site visits will be arranged when feasible and/or upon request by the Facility.

5. Inform the students of the Facility's requirements for acceptance and direct the student to comply with the existing rules and regulations of the Facility.

6. Require student's proof of health insurance coverage at the time of school registration.
7. Require physical examination for each student. The examination is to include proof of current immunization for tetanus, diphtheria, measles, mumps, rubella, polio and varicella, and to have had a recent skin test for tuberculosis. Hepatitis B immunization is strongly advised. If the rubella screening test shows non-immune, individual must be immunized prior to arrival at Facility. DOCUMENTATION OF ABOVE INFORMATION MUST BE SUBMITTED TO HOSPITAL PRIOR TO STUDENT(S) ARRIVAL.

8. Require that a student who is pregnant must have a medical release from her physician. The student shall be informed by the School of the inherent potential risks to herself and the fetus of work in a hospital setting, and said student shall accept full responsibility for these risks. Copies of the physician's medical release and the student's signed waiver indicating acknowledgment of and responsibility for these potential risks will be given to the Facility. In an effort to minimize the potential hazards, School shall not assign said student to those areas of the Facility where there is an identified risk of exposure to x-rays and/or radioactive materials.

9. School shall submit a statement that the student has a current American Heart Association Healthcare Provider CPR card or American Red Cross Professional Card.

10. Students shall maintain professional liability coverage in full force and effect during their clinical experience. DOCUMENTATION OF LIABILITY COVERAGE MUST BE SUBMITTED TO HOSPITAL PRIOR TO STUDENT(S) ARRIVAL.

11. Prohibit the publication by the students, faculty or staff members of any material relative to their clinical education experience that has not been reviewed by Facility and School, in order to assure that infringement of patient's right to privacy is avoided. Any article written by a student which has been based on information acquired through their clinical education experience must clearly reflect that the School or Facility does not endorse the article, even where a review has been made prior to publication. This is accomplished by requiring the following disclaimer to appear with each such article written: "The opinion and conclusions presented herein are those of the author and do not necessarily represent the views of the School or Facility".

12. School shall be responsible to provide each student with the HIPAA Self-Study Review packet and the 2002 Refresher Training Self-Study Quiz. Each student or School's representative for student(s) will be required to present the Self-Study Quiz to the clinical manager in charge of his/her reporting area within the Facility 45 days prior to placement. Upon grading, the clinical manager will notify the School that the student(s) may/may not initiate clinical rotation.

Rights/Responsibilities of the Facility

1. The Facility shall retain ultimate control and responsibility for supervision of patient care.

2. In the interest of patient safety, the Facility reserves the right to request that a student submit to a drug/alcohol test, when illicit use of drugs or alcohol is suspected which impairs the student's ability to provide safe, therapeutic care. The fee for drug testing will be billed to the School. If a student refuses to submit to a drug/alcohol test, the Facility reserves the right to deny the student the ability to access Los
Robles Regional Medical Center as part of the student’s educational program.

3. Designate a Facility Coordinator of Clinical Education acceptable to the School, who will be responsible for the supervision of the students and the planning and implementation of the clinical experience. The afore-mentioned individual shall meet the guidelines and/or criteria established by the School for the supervision of students in the clinical education setting.

4. Provide the Facility Coordinator of Clinical Education with sufficient time to supervise, plan, and implement the clinical experience including, when feasible, time to attend relevant meetings and conferences.

5. Require a student to render only those services within the student’s educational preparation and qualifications, and related to the objectives of the clinical education program with the type and amount of supervision in proportion to the student’s level of competence.

6. Make emergency health care available to the student in case of accident or illness while at the Facility with the Facility not being responsible for any costs involved.

7. Advise the School of any changes in its personnel, operation, or policies which may effect the clinical experience.

8. Permit, upon reasonable request, the inspection of the clinical facilities, the services available for the clinical experience, student records, and other such items pertaining to the clinical education program by the School and/or agencies charged with the responsibility for accreditation of the program.

9. Provide the student with a copy of the Facility’s existing rules, regulations, policies, and procedures with which the student is expected to comply.

10. Make available the physical facilities and equipment necessary to conduct the clinical experience and any other specialized learning experiences.

11. Evaluate the performance of the School and student(s) on a regular basis using the evaluation form supplied by the School or one which is regularly used by the Facility. The completed final evaluation will be forwarded to the School within one (1) week following the conclusion of the student’s clinical experiences.

12. Advise the School of any serious deficiency noted in the ability of the student to progress toward achievement of the stated objectives of the clinical experience. It will then be the mutual responsibilities of the student, School and Facility to advise a plan by which the student may be assisted to achieve the stated objectives.

13. Comply with all federal, state, and local laws and ordinances concerning the confidentiality of student records and concerning human subject research, if students participate in such a research program.

Rights/Responsibilities of the Student

The School will notify each student that he or she is responsible to:
1. Provide prior to the commencement of the clinical experiences such information as may be required by the Facility or deemed necessary for the education and guidance of the student, together with the student's authorization for release of such information as permitted by law.

2. Abide by existing rules, regulations, policies, and procedures of the Facility.

3. Observe and respect all patient's rights, confidences, and dignity.

4. Notify the School and the Facility immediately whenever absence from the Facility becomes necessary.

5. Provide evidence of current health insurance coverage and professional liability coverage as may be requested by the School and/or Facility.

6. Dress in appropriate clinical attire as established by the School, and to secure transportation and living accommodations as necessary, to participate in the clinical experience.

The School and the Facility mutually agree to:

1. The College and the Facility seek to define and clarify the responsibilities of each of the parties with respect to liability which may be imposed solely by reason of the relation between the parties by virtue of this agreement. It is not the intent of the parties to incur, by contract, liability based upon the negligent operations, acts or omissions of the other, its agents or employees. Rather, each of the parties assumes full responsibility for the negligent operations, acts, and omissions of its own employees and agents, and seeks, by virtue of this agreement, indemnification from the negligent operation, acts, or omissions of the agents or employees of the other.

2. Pursue the educational objectives for the clinical experience, devise methods for their implementation, and continually evaluate the effectiveness of the clinical experience in meeting the objectives.

3. Make no distinction among students covered by this Agreement on the basis of race, religion, sex, creed, age, disability, or national origin. For the purpose of this Agreement, distinctions on the grounds of race, religion, sex, creed, age, disability, or national origin include, but are not limited to the following: Denying a student any service or benefit or availability of a facility; providing any service or benefit to a student which is different or is provided in a different manner or at a different time from that provided to other students under this Agreement; subjecting a student to segregation or separate treatment in any matter related to receipt of any advantage or benefits; treating a student or potential student differently from others in determining whether the satisfy any admission, enrollment, quota, eligibility, membership or any other requirement or condition which individuals must meet in order to be provided any service or benefit.

4. Acknowledge that the students of the School are fulfilling specific requirements for clinical experience as part of a degree or certificate requirements and therefore, the students of the School are not to be considered employees of either the School or the Facility, regardless of the nature or extent of their acts performed by them, for purposes of Worker's Compensation, employee benefit, or any other purpose.
5. Withdraw from the clinical education program any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Facility, or whose health status is a detriment to the student's successful completion of the clinical education program.

The Facility will have the right to recommend the School make a withdrawal with such a request to be in writing and to include a statement of the reason why the Facility recommends the student to be withdrawn. The School may withdraw a student from the clinical program at any time, upon written notice to the Facility.

6. Determine the number of students able to participate in the Facility's clinical education program, and the period of time for each student's clinical experience. The planned schedule of student assignment will be made at least one month prior to the commencement of the student's clinical experience, and may be altered by mutual agreement with due consideration given to both parties.

Terms of Agreement

1. This Agreement shall commence on the signature date by the Facility and shall remain effective for a term of one year upon execution by both parties. This agreement will be automatically renewed annually after appropriate review by both parties, unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the term.

2. It is understood and agreed that the parties to this Agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.

3. If either party wishes to terminate this agreement prior to the end of its normal term, ninety (90) days written notice shall be given to the other party. However, any such termination by the Facility shall not be effective as to any student who was participating in said program until such student has completed the program.

4. Additional considerations:

For the School:  

Name  

Title  

Date

For the Facility:  

Joanna Biere, R.N. Chief Nursing Officer  

Date
BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT ("Agreement") dated August 13, 2002, (the "Effective Date"), is entered into by and between:

Los Robles Regional Medical Center ("Company")

and

Santa Barbara Community College District ("Business Associate").

Santa Barbara City College

WHEREAS, Company and Business Associate have or are contemplating entering into arrangements (collectively, "Business Arrangements") pursuant to which Business Associate may provide services for Company that require Business Associate to access health information that is protected by state and/or federal law;

WHEREAS, Business Associate and Company desire that Business Associate obtain access to such information in accordance with the terms specified herein;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. Business Associate Obligations. Business Associate may receive from Company health information that is protected under applicable state and/or federal law, including without limitation, protected health information ("PHI") as defined in the regulations at 45 C.F.R. Parts 160 and 164 promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (such parts together with applicable state law being referred to herein as the "Privacy Standards"). Business Associate shall comply with the Privacy Standards and agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the requirements of the Privacy Standards if the PHI were used or disclosed by Company in the same manner. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement or any other Business Arrangement.

2. Use of PHI. Business Associate may use PHI solely for Company’s benefit and only (i) for the purpose of performing services for Company as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities. Company shall retain all rights in the PHI not granted herein. Use and disclosure of de-identified health information is not permitted unless expressly authorized in this Agreement or in writing by Company. Business Associate acknowledges that Company has not obtained any authorization for Business Associate's use of PHI beyond treatment, payment, and healthcare operations on behalf of Company.

3. Disclosure of PHI. Business Associate may disclose PHI as necessary to perform its Business Arrangement obligations to Company, provided that Business Associate shall in such case: (a) obtain reasonable assurances from any person to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the person or entity; (b) agree to immediately notify Company of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Privacy Standards; and (c) ensure that all disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed. If Business Associate discloses PHI received from Company, or created or received by Business Associate on behalf of Company, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. To the extent permitted by law, Business Associate shall be fully liable to Company for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate’s own acts, failures or omissions.

4. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a designated record set on behalf of Company, Business Associate shall (a) amend PHI maintained by Business Associate as requested by Company, and (b) permit an individual to inspect or copy PHI contained in that set about the individual under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time. Company shall take action on such requests as soon as possible, but not later than thirty (30) days following receipt of the request. Business Associate shall make best efforts to assist Company in meeting this deadline, to the extent the requested information is maintained by Business Associate and not by Company. The information shall be provided in the form or format requested, if it is readily producible in such form or format, or in summary, if the individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying PHI may be charged. Business Associate shall accommodate an individual’s right to have access to PHI about the individual in a designated record set in accordance with the Privacy Standards set forth at 45 CFR §164.526, as it may be amended from time to time, unless the regulation provides for a denial or an exception expressly applies. Business Associate shall have a process in place for requests for amendments and for appending such
requests to the designated record set. This section 4 of the Agreement shall become effective on the earlier of the effective date of the federal Privacy Standards or the effective date of the applicable state Privacy Standards.

5. Accounting of Disclosures. Business Associate shall make available to the individual from whom the PHI originated, and/or to Company, information required for an accounting of disclosures of PHI with respect to the individual, in accordance with 45 CFR §164.528, as it may be amended from time to time, incorporating exceptions to such accounting designated under the regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the Privacy Standards. Company is required to take action on such requests as soon as possible but not later than sixty (60) days following receipt of the request. Business Associate agrees to use its best efforts to assist Company in meeting this deadline. Such accounting must be provided without cost to the individual or to Company if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accounting if Business Associate informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting shall be provided as long as Business Associate maintains PHI. This section 5 of the Agreement shall become effective on the earlier of the effective date of the federal Privacy Standards or the effective date of the applicable state Privacy Standards.

6. Withdrawal of Consent or Authorization. If the use or disclosure of PHI in this Agreement is based upon an individual’s specific consent or authorization for the use of his or her PHI, and (i) the individual revokes such consent or authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual’s PHI except to the extent it has relied on such use or disclosure, or where an exception under the Privacy Standards expressly applies.

7. Records and Audit.

7.1 Business Associate shall make available to Company and to the United States Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Company for the purpose of determining Company’s compliance with the Privacy Standards or any other health oversight agency, in a timely manner designated by Company or the Secretary.

7.2 Business Associate shall make available to Company or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Company for the purpose of determining Business Associate’s compliance with the terms of this Agreement. The audit may be conducted by Company’s employees or by an external auditing firm selected by Company. Nothing in this section 7 shall impose an obligation on Company to conduct an audit of Business Associate.

7.3 If the results of an audit show that Business Associate has not complied with the terms of this Agreement, Business Associate shall promptly cure any breach and, without limiting any of Company’s other rights or remedies, Business Associate shall pay the reasonable costs of the audit. If an audit by Company determines that Business Associate, in the performance of its obligations hereunder, has violated any of the provisions of HIPAA or the Privacy Standards, Company may terminate this Agreement as permitted by the Privacy Standards. Except to the extent prohibited by law, Business Associate agrees to notify Company immediately upon receipt by Business Associate of any and all requests served upon Business Associate for information or documents by or on behalf of any and all government authorities.

8. Notice of Privacy Practices. Business Associate agrees that it will abide by the limitations of any Notice of Privacy Practices ("Notice") published by Company of which it has knowledge. Company shall provide to Business Associate such Notice when it is adopted, and any use or disclosure permitted by this Agreement may be amended by such Notice. The amended Notice shall not affect permitted uses and disclosures on which Business Associate has relied prior to the receipt of such Notice.

9. Confidentiality. Business Associate shall take any steps required to (i) protect PHI from unauthorized uses or disclosures and (ii) maintain the confidentiality and integrity of PHI. Prior to any permitted disclosure of PHI, Business Associate shall require the person or entity to which it intends to disclose PHI to assume all of the same duties with respect to PHI that Business Associate has under this Agreement. Business Associate shall be fully liable to Company and any affected individuals for any acts, failures or omissions of Recipients as though they were own acts, failures or omissions. Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Company in writing, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI in violation of this Agreement.
10. **Term and Termination.**

10.1 This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this section 10, provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

10.2 Company shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

10.3 Company, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate hereunder if any of the following events shall have occurred and be continuing:

   a. Business Associate shall fail to observe or perform any material covenant or agreement contained in this Agreement for thirty (30) days after written notice thereof has been given to Business Associate by Company;

   b. A change in ownership of Business Associate as described in section 14.3 herein; or

   c. A violation by Business Associate of any provision of HIPAA or the Privacy Standards.

10.4 Upon the termination of all Business Arrangements, either party may terminate this Agreement by providing written notice to the other party.

10.5 Upon termination of this Agreement for any reason, Business Associate agrees either to return to Company or to destroy all PHI received from Company or otherwise through the performance of services for Company, that is in the possession or control of Business Associate or its agents. In the case of information not subject to the "return or destroy" provisions of the Privacy Standards, Business Associate shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment. Termination of this Agreement shall be cause for Company to terminate any Business Arrangement.  

11. **Indemnification.** Business Associate will indemnify, defend and hold Company and its officers, directors, employees, agents, successors and assigns harmless, from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or related to any third-party claim based upon any breach of this Agreement by Business Associate or similar breach by Recipients ("Claim"). If Business Associate assumes the defense of a Claim, Company shall have the right, at its expense, to participate in the defense of such Claim and Business Associate shall not take any final action with respect to such Claim without the prior written consent of Company.

12. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

13. **Ineligible Persons.** Business Associate represents and warrants to Company that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7(b) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Company of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Company the right to terminate this Agreement immediately for cause.

14. **Miscellaneous.**

14.1 Notice. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (a) personal delivery; (b) certified or registered United States mail, return receipt requested; (c) overnight delivery service with proof of delivery; or (d) facsimile with return facsimile acknowledging receipt. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.
14.2 **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

14.3 **Assignment.** Neither party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Company shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Company, without the prior approval of Business Associate.

14.4 **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

14.5 **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Company relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of any other Business Arrangements between the parties for purchase of products or services from Business Associate, or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Privacy Standards, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. No obligation on either party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon, the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

14.6 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of ____________, excluding its conflicts of laws provisions. Jurisdiction and Venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in ____________ County, ____________.

14.7 **Equitable Relief.** Business Associate understands and acknowledges that any disclosure or misappropriation of any PHI in violation of this Agreement will cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Company shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Company shall deem appropriate. Such right of Company is to be in addition to the remedies otherwise available to Company at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Company.

14.8 **Nature of Agreement.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. This Agreement does not express or imply any commitment to purchase or sell goods or services.
14.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**COMPANY:**

Los Robles Regional Medical Center

By: Joanna Biere, RN
Title: Chief Nursing Officer

Date: ________________

**BUSINESS ASSOCIATE:**

____________________________________

By:__________________________________
Title: ________________________________

Date: ________________________________
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PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College
District this 21st of November 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: Rod Ebrahimi, Student Trustee

John B. Rom
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 June 27, 2002, adopted its budget for the 2002-2003 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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Fund</th>
<th>Subfund</th>
<th>Object</th>
<th>Increase</th>
<th>Decrease</th>
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**PASSED AND ADOPTED BY THE** Board of Trustees of the Santa Barbara Community College District on the 21st day of November 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: Rod Ebrahimi, Student Trustee

[Signature]

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

RE: Additional Revenue 2002-2003

WHEREAS, additional revenue not included in the 2002-2003 Adopted Budget has been received and needs to be appropriated, and

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

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

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<th>Revenue Object</th>
<th>Amount</th>
<th>Fund</th>
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SANTA BARBARA COMMUNITY COLLEGE DISTRICT
Telecommunications And Technology Infrastructure Program

2002-2003 Telecommunications Expenditure Plan

Adopted November 14, 2002

In compliance with the requirements of the 2002-2003 State Budget Act, the Board of Trustees of the Santa Barbara Community College District adopts the following Expenditure Plan for the use of State Telecommunications Funds allocated to the district in the 2002-2003 fiscal year.

Area 1. Acquisition and installation of equipment, lease of communications lines, software, and other associated costs with connecting to the California State University / California Community Colleges telecommunications wide area network (4CNet).

The district will expend the $35,300 of its allocation for continuing the two T-1 connections (3 MB) to the 4CNet for data and video as required by Budget Act language. A second T1 data connection is funded through the 4CNet infrastructure project at Butte College. The District also uses Sprint Inc. to provide an additional 9 MB of Internet bandwidth for SBCC. Sprint Inc. provides this additional capacity at much lower cost than 4CNet, so SBCC will continue to fund this additional bandwidth.

Area 2. Library automation and electronic library resources.

College Library and Learning Support Services network communications needs are described in the Academic Affairs Instructional Technology Three-Year Plan developed by the Instructional Technology Committee. We will expend our $37,037 allocation to complete the upgrade our Library automation system, procure electronic resources, provide additional instructional support capabilities, and to improve access to student computers in these areas this year. The Library Director and Dean of Educational Technology will lead the development and implementation of the Library and Learning Resources Technology Plan. The District’s Dean of Educational Technology will be responsible for the overall development of technology plans to support instruction and support services.

Area 3. Video Conferencing.

The district will expend $12,300 allocated for this purpose. The district has implemented its third T-1 connection to 4CNet for video-conferencing, as required by the State. The District does not envision much use of this required service from 4CNet. The primary benefit for this required configuration will be to save travel time and costs for statewide meetings. The system could also be useful for faculty and staff training from the centralized training site funded by the State. Instructional uses of video conferencing are still under development, but tend to focus more on desktop video conferencing capabilities that will be an integral part of desktop computers in the two to three year timeframe.

Area 4. Technology for access through total cost of ownership (TCO) model options.
This area was not funded by the State for 2002-2003. SBCC will use reserves from our Equipment Replacement Fund to back-fill the more than $90,000 that was cut from the budget for this purpose.

**Area 5. Faculty and staff development in technology.**

This area was not funded by the State for 2002-2003. SBCC will use reserves from our Equipment Replacement Fund to back-fill the more than $90,000 that was cut from the budget for this purpose.

**Local telecommunications planning and the development and expansion of local area networks, including satellite systems and components, that facilitate voice, video, and data transmission both within and between buildings.**

The District will expend $30,000 this year in the continuing upgrade of its campus backbone to Gigabit Ethernet technology and to implement switching technology throughout the campus network infrastructure. This project will extend the existing 100 MB Ethernet campus backbone and upgrade switched 10/100 MB capacity to individual buildings and class laboratories. The District will enhance its firewall technology to improve campus security. The District will adopt new statements concerning access and security of information technology.

**Planning and development of district-wide area networks for interconnecting multiple campuses and off-campus centers within a district.**

The District will continue the following WAN connections to allow for network and Internet access for the District’s Continuing Education centers, Computers In Our Future Center, Citizenship Center, and local educational institutions. These services are provided through local Cox Communications circuits.

**Development, implementation, and/or evaluation of local technology applications that are intended to improve student learning and instructional services, student services, and administrative services.**

The District will support the implementation of new technology initiatives through its structured process of Project Redesign. Currently thirty technology projects are being implemented by the College through its Database Conversion Project to restructure all administrative systems of the College, including Student Support Services. The District will begin its implementation of the Oracle Student Information System this fiscal year. In addition, the College is implementing major instructional redesign initiatives, including expanded Web-based instructional delivery and a student portal through Campus Pipeline. The College will expend $160,000 in these Redesign initiatives during the year.

In addition, a number of instructional technology and administrative initiatives have been identified for 2002-2003 implementation through the Instructional Technology Committee’s *Academic Affairs Instructional Technology Three Year Plan* and rankings by the District Technology Committee. The District Technology Committee will allocate resources for computer renewal ($900,000) and telecommunications infrastructure renewal ($70,000) funded from Lottery revenues, State Instructional Equipment Replacement funds, end of year balances, grants, and other revenue sources. New technology initiatives (up to $200,000) to be ranked by the District, assuming funds are identified to fund these new initiatives and provide sustained funding for their replacement over time.
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
Telecommunications And Technology Infrastructure Program

2002-2003 Technology Training Expenditure Plan

Adopted November 14, 2002

In compliance with the requirements of the 2002-2003 Budget Act the Board of Trustees of the Santa Barbara Community College District adopts the following Expenditure Plan for the use of State Telecommunications Funds allocated to the district in the 2002-2003 fiscal year for technology training.

Goals and Objectives for Technology Training. Santa Barbara City College's 2002-2005 College Plan contains the following objective related to technology training.

Faculty and Staff, Goal 8. Increase the College's competitiveness in attracting and retaining well-qualified faculty and staff. Objective 38. Develop and implement strategies that capitalize on technology and resources of college departments to improve recruitment, hiring, and retention of faculty and staff. Develop the skills of existing staff such that they can become competitive in filling positions at the college.

Planning Process. Technology training initiatives have been developed from a variety of college planning activities involving instructional, student service, and administrative redesign activities. A brief description of these planning processes is provided below.

The district will backfill State TTIP funding cuts for faculty and staff technology development. Faculty training initiatives will focus on preparing SBCC faculty for developing multiple models for a wide range of Web-enabled instruction. Support will be provided for summer instructional projects and training institutes, as well as faculty in-service training on instructional technology. Classified staff training initiatives include the purchase of Web-based and CBT training materials for office automation software and in supporting the training of classified staff in instructional and administrative areas on Web development and maintenance. In addition, faculty training in the application and use of student portal technology will be provided based on implementation of the Campus Pipeline student portal. Staff training will focus on Web development skills and office automation skills. Technical training for Information Resources staff will focus on Web application development skills. These initiatives conform with staff development initiatives identified in the College Plan, the district Technology Plan, the Instructional Technology Plan, the Human Resources Development Plan, and the Flex Calendar Plan.

2002-2005 College Plan. This document presents the strategic directions for the College over a three-year period. The technology training goals and objectives indicated above from this document are being implemented through the work of individual Vice Presidents and their departments to provide technology training and development activities through the Faculty Resource Center and the classified Staff Resource Center.

Faculty Enrichment Committee. This committee works to plan faculty training opportunities through the Fall and Spring In-service Education programs. Technology training has been a
key component of these training opportunities for the past several years. In addition, this committee provides for the planning and award of Faculty Enrichment Grants to individuals. Many of these grant awards are focused on improving the teaching and learning process through the application of technology.

C.S.E.A. and Classified Council. This committee works to plan classified in-service, training and professional development opportunities. Technology training has been a key component of these training opportunities for the past several years. In addition, C.S.E.A. provides for the planning and award of professional development increments for classified staff.

Flex Day Planning Committee. The 1998-99 academic year calendar was the first time that the College employs “flex days” as a part of its faculty and staff development program. The planning committee for the use of flex days is including technology training for faculty as a major component of this year’s scheduled activities. A key focus is in providing training for faculty on the use of tools and templates for rapid development of web page materials.

Sabbatical Leave Committee. The work of the sabbatical leave committee is guided by the College Plan goals and objectives concerning the development of alternative teaching and learning strategies. Many of the recent sabbatical leave projects have focused on faculty development of technology mediated instructional materials for use in the classroom, campus computer labs, or over the Internet.

Faculty Resource Center. The Faculty Resource Center has now been in place at the College for three years, and continues to focus its resources on the training and development of faculty on the application of technology to improve the instructional process. This is achieved by departmental planning and training activities, as well as individualized training and support for faculty in the design, development, and implementation of technology mediated instruction. The Faculty Resource Center provides summer institute training for faculty in concentrated training and development sessions focused on the development of new instructional materials. The center is also responsible for the development and training of faculty on the use of templates and tools for the construction of faculty and course web pages. In addition, the center provides technology equipment and support staff to allow faculty access to specialized equipment needed in the development of instructional materials.

Staff Resource Center. The Staff Resource Center was established in the 1997-98 academic year to provide training and support to College faculty and staff. A central focus of this center is to provide self-paced training on office automation software used by the College through the use of computer-based training (CBT) and web-based training materials. The staff of the center also works with individual campus departments in developing training activities designed to improve the application of technology within the department. The center provides training for classified staff web developers and maintainers. In addition, the center provides training and support for the implementation of new administrative systems software by the college.

Center for Management and Staff Development. The Center for Management and Staff Development will provide coordination for three major functions: (1) partnerships with agencies and organizations that provide their own training; (2) partnerships with agencies and organizations that do not provide training; and (3) SBCC’s faculty and staff development. The Center would ensure that participants from all constituencies are enrolled and receive credit for workplace training. The center will be the primary vehicle for providing technology training to SBCC faculty and staff through the College’s Professional Development Academy.