2005 COMMUNITY COLLEGE DISTRICT BALLOT
OFFICIAL BALLOT
Vote for no more than 10 by checking the boxes next to the names

**NOMINATED CANDIDATES**
List order based on Secretary of State's 2/22/05 random drawing

- Mary Anne Rooney, Ventura County CCD
- *Georgia L. Mercer, Los Angeles CCD
- Jeanette Mann, Pasadena Area CCD
- Bill McMillin, Ohlone CCD
- Maria Elena Serna, San Joaquin Delta CCD
- *Donald L. Singer, San Bernardino CCD
- *Tom Clark, Long Beach CCD
- Brian Conley, Rancho Santiago CCD
- Chris Constantin, West Valley-Mission CCD
- Nancy C. Chadwick, Palomar CCD
- Dennis Henderson, Victor Valley CCD
- *Charles Hayden, Jr. Desert CCD
- *Walter G. Howald, Coast CCD
- Kathleen Burke-Kelly; Glendale CCD
- Rosanne Bader, Mt. San Antonio CCD
- *Luis Villegas, Santa Barbara CCD
- Rich Grosch, San Diego CCD
- *Mark Takano, Riverside CCD
- Fred M. Tovar, San Jose-Evergreen CCD

**WRITE-IN CANDIDATES**
Type each qualified trustee's name and district on the lines provided below.

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*Incumbent

**Board Secretary and Board President or Board Vice President must sign below:**
This ballot reflects the action of the board of trustees cast in accordance with local board policy.

_________________________  ________________________
Secretary of the Board      President or Vice President of the Board
### Educational Programs

#### Minimum Qualification Equivalency

<table>
<thead>
<tr>
<th>NAME</th>
<th>DISCIPLINE</th>
<th>BACKGROUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>CARDILLO FRENCH, Gerri</td>
<td>Culinary Arts/ Food Technology</td>
<td><strong>EDUCATION:</strong> B.S., Dietetics and Food Administration, California Polytechnic State University, San Luis Obispo (CalPoly, SLO), 1979. M.S., Physical Education, CalPoly, SLO, 1988.</td>
</tr>
</tbody>
</table>
| ELIASON, Mike    | Journalism (Journalism 190 - Photojournalism only) | **EDUCATION:** 61.7 units at Santa Barbara City College (includes 15 units in photography-related classes and Journalism 1, comparable to Journalism 101. Mr. Eliason has both SBCC and University of California, Santa Barbara credit in the software classes used in this course, Adobe Photoshop and Adobe Illustrator. **EXPERIENCE:** 2003-Present: Deputy Photography and Graphics Department Director, *Santa Barbara News-Press* 1989-Present: Staff photographer, *Santa Barbara News-Press* 2001-Present: Staff photographer, Associated Press 1996-98: Photographer for National Football League 1992-96: Weekend photo editor/photographer, *Santa Barbara News-Press.* Mr. Eliason is a multi-award winner in all categories of photojournalism which includes being a 12-time winner of the California Newspaper Publishers Association annual photography competition. He is a contributing photographer for numerous publications and books.
O’CONNOR, Erin

Physics/Astronomy

EDUCATION:
B.S., Physics, Harvey Mudd College, 1988
M.A., Mathematics (Statistics, sub-discipline), University of California, Santa Barbara, 1992

EXPERIENCE:
1997-Present: Full-time Astronomy and Physics instructor, Allan Hancock College, California
1989-90: Astronomy instructor, Santa Barbara City College
Mr. O’Connor has taught Astronomy at the community college level consistently every semester since 1989. He has worked on numerous astronomy-related grants, projects and field courses.

RODARTE, Marisol

E.S.L.

EDUCATION:
B.A., Spanish Literature and Political Science, University of California, Santa Barbara (UCSB), 1994
M.A., Education. Educational Psychology: Language, Culture and Literacy, UCSB, 1999
Ph.D. candidate in Education with emphasis in Educational Psychology: Language, Culture and Literacy, UCSB. Expected completion Spring 2005.

EXPERIENCE:
2001-Present: Instructor, ESL, Santa Barbara City College (SBCC), Adult Education
1998-Present: Bilingual Computer Instructor, SBCC, Adult Education
Spring 2004: University Preparation Elementary School, Camarillo
2001-2002: Co-Teacher, Sunkist Elementary School, Port Hueneme School District, Oxnard
Spring 2000: Co-Instructor, School of Education, UCSB, ED 251, Parents, Schools and Community.
Continuing Education
Minimum Qualification Equivalency

PARE, Jean

ESL

EDUCATION:

McGill University
BA Urban Studies
1986

Languages International, Toronto
TESL Certificate
1996

University of London
MS Regional and Urban Planning Studies
1997

EXPERIENCE:

ESL Teacher
EF International Language Schools,
Santa Barbara
5 months, 6/04 to present

ESL Teacher
ELC, Santa Barbara
6 months, 6/04 to 12/04

ESL Teacher
Institut Linguistique Provincial Inc.,
Montreal, QC
3/99 to 2/00
156 hrs

ESL Teacher
Tokyo International College
8 months, 5/99 to 12/99

ESL Teacher
Tokai University Fuzoku Takanawadai
Senior High School, Tokyo
4/97 to 3/98
### Classified Short-Term Hourly Appointments – 3/17/2005

All short-term appointments are limited to 19-1/2 hrs. per week and 175 days per year.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/Dept.</th>
<th>Begin/End Date</th>
<th>Days/Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANGELES, Miguel</td>
<td>Custodian F &amp; O</td>
<td>3/1/05 – 6/30/05</td>
<td>M-Th 8pm – 4:30am</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>F 3:30pm – 12am</td>
</tr>
<tr>
<td>AOKI, Eri</td>
<td>FSW I Food Services</td>
<td>2/1/05 – 5/30/05</td>
<td>M–Th 7am – 11am</td>
</tr>
<tr>
<td>ARAIZA, Luis</td>
<td>Security Officer Security</td>
<td>3/18/05 – 6/30/05</td>
<td>M–Th 7am-1pm</td>
</tr>
<tr>
<td>BARNETT, Holly</td>
<td>Model Art</td>
<td>1/24/05 - 5/21/05</td>
<td>MWF 10am–4pm</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6/20/05 – 6/30/05</td>
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<tr>
<td>BARRY, Devin</td>
<td>Lab Assistant I Bio Sci</td>
<td>1/31/05 – 6/30/05</td>
<td>M&amp;W – 12pm – 4pm</td>
</tr>
<tr>
<td>BLOCKER, Dennis</td>
<td>Tutor Tutorial</td>
<td>1/24/05 – 6/30/05</td>
<td>T&amp;Th 11am-1:30pm</td>
</tr>
<tr>
<td>BUNAG, Verna</td>
<td>C.N.A. Asso. Test Coord. RHORC - tcover</td>
<td>3/18/05 – 6/30/05</td>
<td>S 8am–5pm  As needed</td>
</tr>
<tr>
<td>BURNS, Melissa</td>
<td>Reader History</td>
<td>2/22/05 – 5/25/05</td>
<td>M–F 8am–11:30am</td>
</tr>
<tr>
<td>COLE, David</td>
<td>C.N.A. Proctor RHORC cuesta</td>
<td>3/18/05 – 6/30/05</td>
<td>S 8am-5pm As needed</td>
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<tr>
<td>CULLEN, Anaya</td>
<td>Box Office Assistant Theatre</td>
<td>2/25/05 – 6/30/05</td>
<td>M–F 10am-5pm as needed</td>
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<tr>
<td>DANHI, Lisa</td>
<td>LTA Tutorial</td>
<td>1/24/05 – 6/30/05</td>
<td>M 10:30am – 12:00pm, 2:30pm–3:30pm, 4:30pm–6pm T 9am–12:00pm W 1pm–3pm</td>
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<tr>
<td>EGAN, Margaret</td>
<td>Tutor Tutorial</td>
<td>1/24/05 – 6/30/05</td>
<td>F 10am–12pm (EOPS) M&amp;W 8am–9am (Bio Sci)</td>
</tr>
<tr>
<td>ERTAS, Ayse</td>
<td>Reader CIS</td>
<td>2/23/05 – 5/25/05</td>
<td>M–F 8am–11:30am</td>
</tr>
<tr>
<td>GRAY, Olexi</td>
<td>IA BC Lab</td>
<td>6/10/05 – 6/30/05</td>
<td>Th 2pm–6pm</td>
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<tr>
<td>HANNEDOUCHE, Juliette</td>
<td>Reader Spanish/Foreign Lang</td>
<td>1/24/05 – 5/25/05</td>
<td>M–F 8am-11:30am</td>
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<tr>
<td>JOHNSON, Janet</td>
<td>Clerk Library</td>
<td>3/18/05 – 5/20/05</td>
<td>M-Th 4:30pm-8:30pm &amp; 4:30pm-10:15pm when needed</td>
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<tr>
<td>JOHNSON, Sarah</td>
<td>Registrar Admissions</td>
<td>2/17/05 – 6/30/05</td>
<td>M–Th 8am-12pm or 12pm-4pm or 4pm-7pm</td>
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<tr>
<td>LOOMIS, Tais</td>
<td>FS AIDE Food Services</td>
<td>1/30/05 – 5/30/05</td>
<td>M–F 11am-1pm</td>
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<tr>
<td>NAME</td>
<td>Position/Dept.</td>
<td>Begin/End Date</td>
<td>Days/Hours</td>
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<td>LOPEZ, Aura</td>
<td>Typist Clerk, Int. ESL</td>
<td>1/24/05 – 5/21/05</td>
<td>M 12:30pm–2:30pm</td>
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<td>W 12:30–4:30pm</td>
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<td>F 8:30am–12:30pm</td>
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<tr>
<td>MARSH, Jennifer</td>
<td>Auxiliary Aide DSPS</td>
<td>1/24/05 – 5/21/05</td>
<td>M&amp;W 8am–10:20am</td>
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<td></td>
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<td>2pm–3:20pm &amp; 12:30pm–1:50pm</td>
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<tr>
<td>McNICHOL, Kevin</td>
<td>Driver Earth Sci</td>
<td>2/14/2005 – 6/30/05</td>
<td>8am–5pm daily</td>
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<td></td>
<td>as needed</td>
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<td>NISS, Michael</td>
<td>Gateway IA Economics</td>
<td>3/1/05 – 5/25/05</td>
<td>M-F 8am–11:30am</td>
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<td>PATRUNO, Melissa</td>
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<td>2/26/05 – 3/17/05</td>
<td>TThF 10am–4:30pm</td>
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<td>PITTS, Laura</td>
<td>IA Tutorial</td>
<td>1/28/05 – 6/30/05</td>
<td>T&amp;Th 2pm–6pm</td>
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<td></td>
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<td>W 3pm–7pm</td>
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<tr>
<td>RAMIREZ, Vincent</td>
<td>FS Aide Food Services</td>
<td>1/30/05 – 5/30/05</td>
<td>M–F 11am–1pm</td>
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<tr>
<td>RIVERA, Javier</td>
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<td>3/2/05 – 5/21/05</td>
<td>W 1pm–3pm</td>
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<td></td>
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<td>6/20/05 – 6/30/05</td>
<td>Th 11am–2pm</td>
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<td>SASAI, Maho</td>
<td>Auxiliary Aide DSPS</td>
<td>1/24/05 – 5/21/05</td>
<td>T&amp;Th 10:30am–12:50pm</td>
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<td>M&amp;W 8am–3pm</td>
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<td>TERRERO, Jorge</td>
<td>FS Aide Food Services</td>
<td>1/30/05 – 5/30/05</td>
<td>M–Th 10am–12pm</td>
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<td>WILLOWS, Desmond</td>
<td>FSW II Food Services</td>
<td>1/24/05 – 5/30/05</td>
<td>M–Th 9am–12pm</td>
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<td>ZULUAGA-ALZATE, Paola</td>
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<td>1/24/05 – 5/21/05</td>
<td>T&amp;Th 11am–12:20pm</td>
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<tr>
<td>Name</td>
<td>Position</td>
<td>Begin/End Date</td>
<td>Hours</td>
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<tr>
<td>ABBAS, Amanda</td>
<td>Instructional Aide 21</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<tr>
<td>ABRAJAN, Cindy</td>
<td>Office Aide 12 (3.5% Shift Diff.)</td>
<td>4/4-6/30/05</td>
<td>M-Th 7-9:30 pm</td>
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<tr>
<td>AGUAYO, Marisela</td>
<td>Instructional Aide 21</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<tr>
<td>ALARCON(GUTIERREZ), Yvette</td>
<td>Instructional Aide 21</td>
<td>4/4-6/30/05</td>
<td>M-W 10 am-4 pm</td>
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<tr>
<td>ANDERSON, Graham</td>
<td>Instructional Aide 21</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<tr>
<td>ANDERSON, Jan</td>
<td>LTA 37E</td>
<td>4/4-6/30/05</td>
<td>M-Th 3-8 pm</td>
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<tr>
<td>ANGHERA-MUNOZ, Maria Giovanna</td>
<td>Instructional Aide 21 ESL</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<td>APARISIO, Jose E.</td>
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<td>4/4-6/30/05</td>
<td>M, W-F 4-8 pm</td>
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<tr>
<td>APARISIO (REYNOSO), Araceli</td>
<td>Instructional Aide 21</td>
<td>4/4-6/30/05</td>
<td>M-Th 11 am-3 pm</td>
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<tr>
<td>ARCE, Ana G. (Anagabriela)</td>
<td>Typist Clerk, Internm. 21</td>
<td>4/4-6/30/05</td>
<td>M-F 11 am-3 pm</td>
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<tr>
<td>ARIAS, Carlos</td>
<td>Instructional Aide 21</td>
<td>4/4-6/30/05</td>
<td>M-F 10:30 am-1:30 pm</td>
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<tr>
<td>ARIAS, Carlos</td>
<td>Youth Program Coordinator 55</td>
<td>4/4-6/30/05</td>
<td>M-F, 7-9 pm</td>
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<tr>
<td>ARIAS, Rocio</td>
<td>Instructional Aide 21</td>
<td>4/4-6/30/05</td>
<td>M-F 3-6 pm</td>
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<tr>
<td>ARMAS, Lourdes</td>
<td>Testing Assisant 26</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<tr>
<td>AUCHSTETTER, Celia</td>
<td>Model 24</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm, 1-4, 7-10 pm</td>
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<tr>
<td>AUCHSTETTER, Celia</td>
<td>Registrar 17</td>
<td>4/4-6/30/05</td>
<td>M-Su, 8 am-10 pm</td>
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<tr>
<td>AZDRIL, Sylvia</td>
<td>Secretary, Sr. 28</td>
<td>4/4-6/30/05</td>
<td>M-Th, 4-9 pm, as needed</td>
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<td>AZDRIL, Sylvia</td>
<td>Secretary, Sr. 28</td>
<td>4/4-6/30/05</td>
<td>M-F 12-4 pm, as needed</td>
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<td>AZDRIL, Sylvia</td>
<td>Registrar II 21</td>
<td>4/4-6/30/05</td>
<td>M-Su, 8 am-10 pm</td>
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<tr>
<td>AZIZ, Anne</td>
<td>LTA 37 (P/Ad. Ed. Rm. Coord.)</td>
<td>4/4-6/30/05</td>
<td>W &amp; F 12-12:45 pm</td>
</tr>
<tr>
<td>BARANOFF, Alexis</td>
<td>Security Officer 21</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<tr>
<td>BARANOFF, Greg</td>
<td>Prog. Planning Asst. 41</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<tr>
<td>BARTHOLOMEW, Marianne</td>
<td>Instructional Aide 21</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<tr>
<td>BARUCH, Robert</td>
<td>LTA 37</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<tr>
<td>BAUTISTA, Donna</td>
<td>Instructional Aide 21 (ESL)</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<tr>
<td>BEARDSLEY, Ross</td>
<td>Instructional Aide 21 (ESL)</td>
<td>4/4-6/30/05</td>
<td>M-Th 8:30 am-1:30 pm</td>
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<tr>
<td>BEASON, Jesse</td>
<td>Student Services Assistant 23</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<tr>
<td>BENISHEK, Daniel</td>
<td>Model 24</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm, 1-4, 7-10 pm</td>
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<tr>
<td>BERNAL, Angel</td>
<td>Typist Clerk, Internm. 21</td>
<td>4/4-6/30/05</td>
<td>M-F, 2-7 pm</td>
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<td>BLAKLEY, Bonnie</td>
<td>Project Coordinator 55</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<tr>
<td>BLAKLEY, Bonnie</td>
<td>Prog. Planning Asst 41</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<tr>
<td>BOELSTERLII, Marcia</td>
<td>Registrar 17</td>
<td>4/4-6/30/05</td>
<td>M-Su, 8 am-10 pm</td>
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<td>BOENISCH, Blanca</td>
<td>Prog. Plan. Asst. 41</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<tr>
<td>BOLTON, Blanca Salazar</td>
<td>Project Coordinator 55</td>
<td>4/4-6/30/05</td>
<td>M-W 1-7:30 pm</td>
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<td>BOLTON, Blanca Salazar</td>
<td>Prog. Planning Asst. 41</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<td>BOLTON, Jonathan</td>
<td>Instructional Aide 21</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<tr>
<td>Name</td>
<td>Position</td>
<td>Begin/End Date</td>
<td>Hours</td>
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<tr>
<td>BRADSTREET, Karen</td>
<td>Registrar 17</td>
<td>4/4-6/30/05</td>
<td>M-Su 8am-10 pm, as needed</td>
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<tr>
<td>BROOKS, Judi</td>
<td>LTA 37 (Rm. Coord.)</td>
<td>4/4-6/30/05</td>
<td>M-F 4 hrs/mo</td>
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<td>BROWN, Marcia</td>
<td>Model 24</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm, 1-4, 7-10 pm</td>
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<tr>
<td>BROWN, Mary</td>
<td>Work Training Planner 58</td>
<td>4/4-6/30/05</td>
<td>M-Th 10 am-3 pm, F 10 am-2:30 pm</td>
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<tr>
<td>BUZERAK, Diana</td>
<td>Instructional Aide 21</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<tr>
<td>CAMPBELL, Rosalba</td>
<td>Testing Assisant 26</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<tr>
<td>CAMPOS, David</td>
<td>Accompanist 30</td>
<td>4/4-6/30/05</td>
<td>M-Th 7-10 pm, as needed</td>
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<tr>
<td>CAMPOS CARBAJAL, Trinidad</td>
<td>Custodian 21</td>
<td>4/4-6/30/05</td>
<td>M-F 9:30 am-1:30 pm</td>
</tr>
<tr>
<td>CARBAJAL, Cindy</td>
<td>Instructional Aide 21</td>
<td>4/4-6/30/05</td>
<td>M-F 10 am-3 pm</td>
</tr>
<tr>
<td>CARBAJAL, Cindy</td>
<td>Front Desk Clerk 19</td>
<td>4/4-6/30/05</td>
<td>M, W, F 12-5 pm</td>
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<tr>
<td>CARNEY, Heather</td>
<td>Model 24</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm, 1-4, 7-10 pm</td>
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<td>CERVANTES, Francisco</td>
<td>Instructional Aide 21</td>
<td>4/4-6/30/05</td>
<td>M-Th 10 am-2 pm; F 10 am-1:30 pm</td>
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<tr>
<td>CHAN, Tiffani</td>
<td>Instructional Aide 21 (ESL)</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<tr>
<td>CHAPIN, Mona</td>
<td>LTA 37 (GED)</td>
<td>4/4-6/30/05</td>
<td>M-Th 10 am-3 pm, F 10-2:30 pm</td>
</tr>
<tr>
<td>CHAPIN, Mona</td>
<td>Registrar II 21</td>
<td>4/4-6/30/05</td>
<td>M-Su, 8 am-10 pm</td>
</tr>
<tr>
<td>CHAPIN, William</td>
<td>Registrar 17</td>
<td>4/4-6/30/05</td>
<td>M-Su, 8 am-10 pm</td>
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<tr>
<td>CHAVEZ, Elsa</td>
<td>ESL Retention Coord. 25</td>
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<td>M-F 9 am-12 pm</td>
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<td>CHIN, Terease</td>
<td>LTA 37 (ESL)</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<tr>
<td>CLINTON, Karis</td>
<td>Model 24</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm, 1-4, 7-10 pm</td>
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<tr>
<td>COLINDRES, Claudio</td>
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<td>4/4-6/30/05</td>
<td>M-F 6-9 pm</td>
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<tr>
<td>CONNELL, Charlotte</td>
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<td>4/4-5/30/05</td>
<td>M-F 8 am-12 pm, as needed</td>
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<td>CONTRERAS, Uziel</td>
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<td>M-F 1-4 pm</td>
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<tr>
<td>COOK KNIGHT, Janice</td>
<td>LTA 37 (Rm. Coord.-Kitchen)</td>
<td>4/4-5/30/05</td>
<td>2.5 hrs/mo.</td>
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<tr>
<td>CORCORAN, Caitlin</td>
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<tr>
<td>CORONEL PIZANO, Brenda</td>
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<td>M-Th 6:30-9:30 pm</td>
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<td>COULTER, Keith</td>
<td>Lab Technician 32</td>
<td>4/4-6/30/05</td>
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<tr>
<td>CRAIG, Michael</td>
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<td>4/4-6/30/05</td>
<td>M &amp; F 7-9 pm</td>
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<tr>
<td>CROSS, John</td>
<td>KIln Fifer 19</td>
<td>4/4-6/30/05</td>
<td>M-F 10 am-2 pm</td>
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<td>DANSEREAU, Sharon</td>
<td>Program Planning Asst. 41</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<td>DAVIS, Jeanne</td>
<td>Registrar 17</td>
<td>4/4-6/30/05</td>
<td>M-Su, 8 am-10 pm</td>
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<tr>
<td>Name</td>
<td>Position</td>
<td>Begin/End Date</td>
<td>Hours</td>
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<tr>
<td>DE SELBERG Norma</td>
<td>CASAS Tester 26 (Swing Shift Diff. 3.5%)</td>
<td>4/4-6/30/05</td>
<td>M-Th 7-10 pm</td>
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<tr>
<td>DE SELBERG, Norma C.</td>
<td>Instructional Aide 21</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<td>DEMANGATE, Carl</td>
<td>Youth Program Coord. 55</td>
<td>4/4-6/30/05</td>
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<td>DEMUTH, Paige</td>
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<td>M-F 9 am-12 pm, 1-4, 7-10 pm</td>
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<tr>
<td>DIAZ, Javier</td>
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<td>DIAZ, Leonardo</td>
<td>Security Guard 21</td>
<td>4/4-6/30/05</td>
<td>M-F 6:30-9:30 pm</td>
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<td>DOMINGUEZ, Norberto</td>
<td>Facilities Assistant 24 (Swing Shift Diff. 3.5%)</td>
<td>4/4-6/30/05</td>
<td>M-Th 8 pm-12 am</td>
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<tr>
<td>DONAVAN, Jo</td>
<td>Registrar 17</td>
<td>4/4-6/30/05</td>
<td>M-Su, 8 am-10 pm</td>
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<td>DOUGLAS, John</td>
<td>Accompanist 30</td>
<td>4/4-6/30/05</td>
<td>M-T 7:30-10 pm</td>
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<td>DOUGLAS, Arlene</td>
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<td>M-Su, 8 am-10 pm</td>
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<td>DOWNING, Ellen</td>
<td>Registrar II 21</td>
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<td>CASAS Tester 26 (Swing Shift 3.5%)</td>
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<td>M-F 7-10 pm</td>
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<td>DZIUBEK, Florence</td>
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<td>M-Su, 8 am-10 pm, as needed</td>
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<td>EGGART, Steven</td>
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<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<td>EGGLI, Peter J.</td>
<td>LTA 37</td>
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<td>ESCOBEDO, Juan Carlos</td>
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<td>ESPINOZA, Angelica</td>
<td>Youth Progr. Coordinator 55</td>
<td>4/4-6/30/05</td>
<td>W 12-5 pm; Th 9-2 pm; F 9-2 pm</td>
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<td>ESTRADA, Herminia</td>
<td>Testing Assistant 26</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<td>FAIRLY, Harold</td>
<td>Registrar 17</td>
<td>4/4-6/30/05</td>
<td>M-Su 8 am-12 pm; 12-5; 5-10 pm, as needed</td>
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<tr>
<td>FARLEY, Fabiola</td>
<td>CASAS Coordinator 37</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<td>FARRIS, Taharah</td>
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<td>FEANY, Martha</td>
<td>Clerk Typist, Intermediate 21</td>
<td>4/4-6/30/05</td>
<td>M-F 2-6:30 pm</td>
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<td>FEENEY, Daniel</td>
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<td>4/4-6/30/05</td>
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<td>FERRY, Grace</td>
<td>Registrar 17</td>
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<td>M-Su 8 am-10 pm</td>
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<td>M-F 9 am-12 pm</td>
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<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<td>FLORES-GALLARDO, Luis</td>
<td>Program Planning Asst. 41</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm, 1-4, 7-10 pm</td>
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<td>FOWLER, Michelle</td>
<td>Model 24</td>
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<td>M-F 9 am-12 pm, 1-4, 7-10 pm</td>
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<td>FOX, Kiaora</td>
<td>Model 24</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<tr>
<td>Name</td>
<td>Position</td>
<td>Begin/End Date</td>
<td>Hours</td>
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<td>FULTON, Lisa</td>
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<td>4/4-6/30/05</td>
<td>M-F 10 am-2 pm</td>
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<td>GARCIA, Blanca</td>
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<td>4/4-6/30/05</td>
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<tr>
<td>GARCIA, Lionel</td>
<td>Security Guard 21 (3.5% Swing Shift Diff.)</td>
<td>4/4-6/30/05</td>
<td>M-F 6:30-9:30 pm</td>
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<td>GARCIA OTERO, Cristina</td>
<td>Instructional Aide 21</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<td>GERETY, Frank</td>
<td>Registrar II 21</td>
<td>4/4-6/30/05</td>
<td>M-Su, 8 am-10 pm</td>
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<td>GERRY, Janis W.</td>
<td>Instructional Aide 21</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<td>GILES, Mark</td>
<td>Web Master Assistant 39E</td>
<td>4/4-6/30/05</td>
<td>M-F as needed (end of term)</td>
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<td>GODOY, Clara</td>
<td>Instructional Aide 21 (3.5% Swing Shift Diff.)</td>
<td>4/4-6/30/05</td>
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<td>GOFUKU, Miwa</td>
<td>Accompanist 30 (Swing shift 3.5%)</td>
<td>3/16-6/30/05</td>
<td>M 6-10, W 7-9, F 6-10 pm</td>
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<td>GONZALEZ, Ana</td>
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<td>GRAFFIUS, Norma Luz</td>
<td>Youth Program Coord. 55</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<td>GRAJEDA, Erick M.</td>
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<td>HARRISON, RoseAnna</td>
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<td>M-F 9 am-12 pm</td>
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<td>HASEGAWA, Ai (Ali)</td>
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<td>4/4-6/30/05</td>
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<td>HASKELL, Marisa</td>
<td>Model 24</td>
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<td>M-F 9-12, 1-4, 7-10 pm, as needed</td>
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<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<td>HERMANN, Amy</td>
<td>Program Plan. Asst. 41</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<td>HEYERDAHL, Heather</td>
<td>Model 24</td>
<td>4/4-6/30/05</td>
<td>M-F 9-12, 1-4, 7-10 pm, as needed</td>
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<td>HINDEN, John</td>
<td>Model 24</td>
<td>4/4-6/30/05</td>
<td>M-F 9-12, 1-4, 7-10 pm, as needed</td>
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<tr>
<td>HOFFMAN, Barbara</td>
<td>Instructional Aide 21</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<td>Accompanist 30</td>
<td>4/4-6/30/05</td>
<td>M-Th 7-10 pm</td>
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<td>HORNICK, Beverly</td>
<td>LTA 37 (Rm. Coord.)</td>
<td>4/4-6/30/05</td>
<td>M-F 4 hrs/mo</td>
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<td>Model 24</td>
<td>4/4-6/30/05</td>
<td>M-F 9-12, 1-4, 7-10 pm</td>
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<td>HOWARD, Alena</td>
<td>Model 24</td>
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<td>M-F 9-12, 1-4, 7-10 pm</td>
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<td>HUFFORD, Aniko</td>
<td>Model 24</td>
<td>4/4-6/30/05</td>
<td>M-F 9-12, 1-4, 7-10 pm, as needed</td>
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<tr>
<td>Name</td>
<td>Position</td>
<td>Begin/End Date</td>
<td>Hours</td>
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<td>HUTTERER, Nancy</td>
<td>LTA 37</td>
<td>4/4-6/30/05</td>
<td>Tu, Th 12:30-3 pm, and as needed</td>
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<td>JIMENEZ, Rosa</td>
<td>Language Lab Tech 32</td>
<td>4/4-6/30/05</td>
<td>M-Th 11 am-3, F 11 am-2:30 pm</td>
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<td>JIMENEZ, Rosa</td>
<td>CASAS Tester 26</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<td>JOHNSON, Jeanne</td>
<td>Registrar II 21</td>
<td>4/4-6/30/05</td>
<td>M-Su, 8 am-10 pm</td>
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<td>JOHNSTON, Jennifer</td>
<td>Instructional Aide 21</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<td>KARL, Linda</td>
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<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<td>KERWIN, Bonnie</td>
<td>LTA 37 (Rm Coord. Par .Ed)</td>
<td>4/4-6/30/05</td>
<td>W, F 12-1 pm</td>
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<td>KIRBY, Jo Ann</td>
<td>Secretary, Sr. 28</td>
<td>4/4-6/30/05</td>
<td>M-F 8 am-9 pm; Sat 8-12 pm, as needed</td>
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<td>KOENIG, Vicki</td>
<td>Prog. Plan. Asst. 41</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<td>KRAHN, Barbara</td>
<td>Secretary, Sr. 28</td>
<td>4/4-6/30/05</td>
<td>M-S, 8:30 am-12:30 pm, or as needed</td>
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<td>KRAHN, Barbara</td>
<td>Typist Clerk, Intern. 21</td>
<td>4/4-6/30/05</td>
<td>M-Th 9 am-1 pm</td>
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<td>KRAHN, Barbara</td>
<td>Registrar II 21</td>
<td>4/4-6/30/05</td>
<td>M-Su, 8 am-10 pm</td>
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<td>KRAMER, David</td>
<td>Model 24</td>
<td>4/4-6/30/05</td>
<td>M-F 9-12, 1-4, 7-10 pm, as needed</td>
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<td>LABERGE, Jeanne</td>
<td>LTA 37</td>
<td>4/4-6/30/05</td>
<td>F 12-5, S 8-12 pm, as needed</td>
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<td>LAMA, Elizabeth</td>
<td>LTA 37</td>
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<td>T-Th 5:15-7:15 pm</td>
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<td>LANCASTER, Chelsea</td>
<td>Clerk 17</td>
<td>4/4-6/30/05</td>
<td>M, W, F 12-5 pm</td>
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<td>LARKIN, H. Robert</td>
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<td>4/4-6/30/05</td>
<td>M, F 9 am-12 pm</td>
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<td>4/4-6/30/05</td>
<td>M-F, 9 am-12 pm</td>
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<td>LAUGHRIN, Maria</td>
<td>Testing Assistant 26</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<td>LEBON, Christine</td>
<td>Secretary, Sr. 28</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<td>LEBON, Christine</td>
<td>Secretary, Sr. 28</td>
<td>3/18-6/30/05</td>
<td>M-F 9 am-12 pm, as needed</td>
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<td>LEBON, Christine</td>
<td>Registrar 17</td>
<td>4/4-6/30/05</td>
<td>M-Su, 8 am-10 pm</td>
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<td>LEMONS, Janet M.</td>
<td>Instructional Aide 21</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<td>LIMA, Guillermina</td>
<td>CASAS Tester 26 (ESL)</td>
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<td>M-Th 3:30-7:30; F 3:30-7 pm</td>
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<td>Begin/End Date</td>
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<td>Begin/End Date</td>
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<td>Position</td>
<td>Begin/End Date</td>
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<td>Begin/End Date</td>
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<td>M-F 9 am-12 pm, 1-4, 7-10 pm, as needed</td>
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<tr>
<td>STEWART, Tiffany</td>
<td>Model 24</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm, 1-4, 7-10 pm, as needed</td>
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<tr>
<td>STOEVA, Veselina</td>
<td>Model 24</td>
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<td>STOTTER, Kathy</td>
<td>LTA 37</td>
<td>4/4-6/30/05</td>
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<td>SWANSON, Lydia</td>
<td>LTA 37</td>
<td>4/4-6/30/05</td>
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<tr>
<td>SWITZER, Christine</td>
<td>Instructional Aide 21</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
</tr>
<tr>
<td>SZULCZEWSKI, Nancy</td>
<td>Registrar 17</td>
<td>4/4-6/30/05</td>
<td>M-Su, 8 am-10 pm</td>
</tr>
<tr>
<td>TALMADGE, Chuck</td>
<td>Accompanist 30</td>
<td>4/4-6/30/05</td>
<td>M, W, Th 7-10 pm, as needed</td>
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<tr>
<td>TAMAYO, Erendira</td>
<td>Typist Clerk, Interm. 21</td>
<td>4/4-6/30/05</td>
<td>M-F 3-7 pm</td>
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<tr>
<td>TOCKEY, Dana</td>
<td>Model 24</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm, 1-4, 7-10 pm</td>
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<tr>
<td>TORRES, Joel Richard</td>
<td>Youth Programs Coord. 55</td>
<td>4/4-6/30/05</td>
<td>T, Th 7-9 pm</td>
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<tr>
<td>TORRES, Jacqueline</td>
<td>CASAS Tester 26</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am-12 pm</td>
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<tr>
<td>TORRES, Bev</td>
<td>Typist Clerk, Interm. 21</td>
<td>4/4-6/30/05</td>
<td>M-Th 9 am-1 pm, as needed</td>
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<tr>
<td>TORRES, Carmen</td>
<td>LTA 37</td>
<td>4/4-6/30/05</td>
<td>M-Th 3-5 pm, as needed</td>
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<tr>
<td>TORRES, Beverly</td>
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<td>4/4-6/30/05</td>
<td>M-Su, 8 am-10 pm, as needed</td>
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<tr>
<td>TORRES, Santina</td>
<td>Student Services Asst. 23</td>
<td>4/4-6/30/05</td>
<td>W-F 12-5 pm, flexible</td>
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<tr>
<td>TUCKER, Marea</td>
<td>Instructional Aide 21</td>
<td>4/4-6/30/05</td>
<td>M-F 9 am - 12 pm</td>
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<tr>
<td>TURNER, Elizabeth</td>
<td>Registrar 17</td>
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<td>ULLRICH, Larry</td>
<td>Model 24</td>
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<td>VALENZUELA, Angelina</td>
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<td>VAN DERKAR, Vanessa</td>
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<td>M-F 9-12, 1-4, 7-10 pm</td>
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<td>VEAZEY, Caris</td>
<td>Accompanist 30</td>
<td>4/4-6/30/05</td>
<td>T, W 9-12 pm</td>
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<td>VERA R., (Juana) Icela</td>
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<td>VOBACH, Vernon</td>
<td>Lab. Technician 21</td>
<td>4/4-6/30/05</td>
<td>T-W 9 am-12 pm</td>
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<td>VON BIEBERSTEIN, Marshall</td>
<td>LTA 37</td>
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<td>VON BIEBERSTEIN, Audrey</td>
<td>LTA 37</td>
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<td>WALKER, Carolyn</td>
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<td>4/4-6/30/05</td>
<td>M-F 4-9 pm/Sat 9-12 pm, or as needed</td>
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<td>WALKER, Carolyn</td>
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<td>WARD, Alessandra (Sandy)</td>
<td>Accompanist 30</td>
<td>4/4-6/30/05</td>
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<td>Name</td>
<td>Position</td>
<td>Begin/End Date</td>
<td>Hours</td>
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<tr>
<td>WEEKS, Jean</td>
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<td>M-F 9 am-12 pm</td>
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<td>WILLIAMS, Irmgard Heissl</td>
<td>Model 24</td>
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<td>WILLIAMS, Oliver</td>
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<td>WINN, David Mathers</td>
<td>Learning Ctr. Coord. 58</td>
<td>4/4-6/30/05</td>
<td>M-F, 1-5 pm</td>
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<td>WOLTHAUSEN, Mary</td>
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</tbody>
</table>
GENERAL WORKSTUDY STUDENTS

General
Cashman, Dennis
Dillon, Naomi
Guerra, Jennette
Incollingo, Shawn
Rodriquez, Maria
Tupualo, Darrell
Velasquez, Nancy

Federal
Albor, Daniel
Becerra, Raul
Biche, Enrique
Brehm, Bredan
Fujimi, Tamon
Kim, Sumi
Kuby, Beth
Lee, Chan, Hee
Valenzuela, Alessa
Valle, Nora
Vizcarra, Nancy
Wahlfrid, Jens

CalWORKs WORKSTUDY STUDENTS

Anna Kaufman - New

TUTORIAL CENTER

Ahleson, Julie R.
Asard, Sarah
Barry, Devin D.
Branstrom, Erik O.
Brown, Sarah C.
Cavalcanti, Joao Paulo M.
Chatcuff, Elena R.
Chiacos, Daniel G.
Dayoan, Leila A.
Ericson, Lisa J.
Erteas, Ayse
Freire, Andre N.
Horigame, Natsuko
Inamoto, Hajime
Kaufman, Gill I.
King, Rea N.
Moore, Vanessa E.
Ovieda, Loren M.

Sankey, Louis M.
Tholse, Jennifer
Troon-Sazani, Daniel D.
Watson, Steven L.
PROPOSED NEW CONTINUING EDUCATION COURSES AND TITLE CHANGES –SPRING 2005

ARTS

Title Change:
TO: The Young at Heart Do Yoga, 7
FR: Yoga Practices for Evolving Bodies and Spirits
TO: Yoga with a Gentle Focus, 7
FR: Yoga with a Special Focus

BUSINESS & PERSONAL FINANCE

Title Change:
TO: Selecting Investments for Income, 7
FR: Investing for Income

COOKING

Title Changes:
TO: Cooking for Company: Vietnamese Style, 8
FR: Cooking for Company
TO: Cooking for Dummies, 8
FR: Basic Cooking
TO: From Garden to Table: Fresh Spring Vegetables, 8
FR: From Garden to Table: Cooking with Fairview Gardens
TO: Japanese: Beyond Sushi, 8
FR: Sushi – From Basic to Partyfare
TO: Zorba's Fabulous Mediterranean Feast, 8
FR: Food Delicacies from the Aegean and Mediterranean

CRAFTS

Title Changes:
TO: Jewelry Workshop: Borders and Pins, 7
FR: Jewelry Workshop: Pin Catches and Bails
TO: Patchwork and Quilting: Bag, Bowl and Box Workshop, 7
FR: Fabric Bowls
TO: Patchwork and Quilting: Finish Your Quilt
FR: Patchwork and Quilting: Finish It Up, 7

CURRENT EVENTS & WORLD AFFAIRS

Current Problems and Nonviolent Solutions, 0
No Place Like Home: Homelessness in Santa Barbara, 0

FITNESS

Title Changes:
TO: Easy Movement for Active Aging, 7
FR: Come to Your Senses
TO: Life Fitness for Older Adults, 7
FR: Physical Fitness for Older Adults

HEALTH EDUCATION & SAFETY

Street Skills for Cyclists: Sharing the Road, 0
Topics in Chinese Medicine:
Ancient Medicine in Modern Times, 9
Title Changes:
TO: AIDS 2005: Developments in HIV, 9
FR: Silent Epidemic: STEs
TO: Healing the Healer Within: Movement and Breathwork, 9
FR: Healing the Healer Within:
Exploring Craniosacral Therapy, 9, 9
TO: Inflammation, Disease and Treatments, 9
FR: Natural Management of Pain and Inflammation
TO: Prostate Cancer: Facts and Fears, 9
FR: Men's Health Issues: Male Hormones and Aging
TO: Silent Epidemic: AIDS
FR: Silent Epidemic: STDs, 9

HUMANITIES

History through the Greatest Films of WWII:
The 60th Anniversary of VE Day, 0

LITERATURE & WRITING

Title Changes:
TO: Creating Memorable Characters, 7
FR: Creative Characters That Make Your Novel Happen
TO: Mark Twain's Huckleberry Finn, 7
FR: American Characters
TO: “My Religion Is Love” – Rumi, 7
FR: Exploring the Universal Love in Rumi's Storytelling

MUSIC

Title Change:
TO: Playing the Ukelele, 7
FR: Folk Guitar II

OMEGA PROGRAM

Title Changes:
TO: Accessing the Mysteries of the Cosmic Field, 7
FR: Healing Tools for Being and Seeing
PROPOSED NEW CONTINUING EDUCATION COURSES AND TITLE CHANGES –SPRING 2005

TO: Awakening the Healer in You: “Beyond Illness”, 7
FR: The Spiritual Heart of Healing

TO: Chronic Pain: Myths and Management, 7
FR: Pain Management – And Beyond

TO: Deciding to Make Things Right, 7
FR: Deciding to Make Things Right: Highway to Heaven

TO: Energy Medicine, 7
FR: Enhancing Service Provider’s Sensitivity to Aging

TO: Guided Gadgetry: A Friendly Tour of the Digital World, 7
FR: The Latest in Low Vision Technology

TO: Happiness, Health and Healing, 7
FR: First Spirituality and Healing in Medicine Panel

TO: Occupational Therapy for Common Vision Problems, 7
FR: Tools to Assist with Daily Low-Vision Living

TO: Psychological and Spiritual Aspects of Rehabilitation, 7
FR: Wellness of Being: Adapting to Life’s Changes

TO: Schemes, Scams and Shams: Watch Out For Your Money!, 7
FR: Senior Issues: Navigating the Legislative Course

TO: The Impact of Alzheimer’s Disease on Our Society, 7
FR: Memory Loss and Alzheimer’s Disease in the New Century

TO: The Poetry of Peace, 7
FR: When Words Don’t Say It All: Echoes from Within

TO: The Embodied Soul: Whitman, D.H. Lawrence, Neruda, 7
FR: The Psychic House: Care and Feeding of the Soul

TO: 50+: Resolving Your Unfinished Business, 7
FR: 50+: Transforming Fears Into Meaning and Joy

TO: Out of the Box and In To the Future, 7
FR: Living Creatively: Making a Difference

KEY TO FUNDING CODES:
Courses above coded with numbers
1 through 9 ARE supported
by state monies, as follows:

1 Parent Education
2 Elementary and Secondary Basic Skills
3 English as a Second Language
4 Citizenship
5 Education for the Handicapped
6 Short-Term Vocational Programs
7 Education for the Older Adult
8 Education Programs in Home Economics
9 Health and Safety Education

0 Courses or areas above coded with a zero
are NOT funded by state monies

PARENT EDUCATION

Understand and Transform Young Children’s Challenges, 1

When Our Lovable Children Become Teens, 1

PSYCHOLOGY & PERSONAL DEVELOPMENT

Drugs, Consciousness and the Mind, 7

Learning to Love Yourself, 7

Partnership Models: Six Archetypal Relationships, 7

The Art of Acceptance, 7

Women Seen and Heard: Leading from the Inside Out, 0

Title Changes:

TO: Building the Cornerstones of Well-Being, 7
FR: Learning to Trust Yourself

TO: Clearing the Blocks to Your Intuitive Development, 7
FR: Awakening Intuition
**Self-study Team:**
Fred Emerson – Naturalist, coordinator for field trips
Karen Feeney – Program Director, community Environmental Council
Kay Woolsey – Director of Education, Santa Barbara Museum of Natural History, emeritus
Kris Power – Dean Schott Center, Program Administrator

<table>
<thead>
<tr>
<th>Validation Team:</th>
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<tbody>
<tr>
<td>Fred Emerson</td>
</tr>
<tr>
<td>Kay Woolsey</td>
</tr>
<tr>
<td>Dennis Naiman – Educator, Adult Education Participant</td>
</tr>
<tr>
<td>Kris Power</td>
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</table>

**Program Overview**

1. History

In 1989 with the vision, wisdom and approval of the board of trustees of Santa Barbara City College an Adult Education lecture series called “Stewards of the Earth: A Return to the Garden” was offered to the Santa Barbara community. This was the beginning of what is now a 15 year long program in Environmental Education offered through the Adult Education Division. That three-part series filled Fleischman Auditorium at the Museum of Natural History to capacity. It featured local farmer and photographer Michael Ableman whose work would eventually be published in a book titled “From the Good Earth”; David Brower, the “archdruid” of the conservation movement, and Wes Jackson, a biologist who later won a MacArthur Fellowship for his work on restoring the native prairie and was named by Life magazine as one of the 100 most important Americans of the 20th century.

Since this exciting birth of the environmental education program, the Santa Barbara community has been exposed to some of the most distinguished thinkers in the environmental movement and has backed them up with classes, workshops and field trips. In the worst year of the drought, Mark Reisner, author of Cadillac Desert, kicked off a series of events about water; in the spring of 1993, Paul Ehrlich, author of The Population Bomb tackled the population problem. State senator Gary Hart spoke about California’s economy and the environment. Peter Matthiessen drew a standing room only crowd as he headlined a series titled “Literature for the Environment’s Sake”. Jacques Cousteau spoke about the threats to the health of the oceans and how that affects our health. David Brower returned to SB many times to participate in the program and in 1994 was joined by Wes Jackson, Wendell Berry and Michael Ableman for a series titled “From the Good Earth: Perspectives on Food, Farming and Community”. This program ended with an afternoon at Fairview Gardens Farm where Wendell Berry shared his thoughts on community and read some of his poetry. Mark Plotkin, Jean-Michel Cousteau, Dr. Sylvia Earle, David Orr and Bill Browning along with upcoming speakers, Matthew Fox, Dame Anita Roddick, Amory Lovins and many other leaders and thinkers in the environmental movement have joined in this exciting component of the Adult Education program.

The goal in structuring this program was to create a multi-disciplinary forum that would offer an opportunity for people to learn about, understand and appreciate their local environment while providing
the practical tools to implement a sustainable lifestyle. Through a partnership with the Museum of Natural History and their Director of Education, Kay Woolsey, we originally brought together such co-sponsors as the Botanic Garden, the Santa Barbara Public Library, Santa Barbara Certified Farmer's Market, the Community Environmental Council, Fairview Gardens Farm, and the American Institute of Architects to help establish and develop programs covering a broad range of topics. Since those early years many other organizations have joined in co-sponsoring a wide variety of programs including the Interdisciplinary Humanities Center, the University Museum and most recently the Walter H. Capps Foundation, at the University of California at Santa Barbara. A complete list of all the organizations in this area with whom we have worked in partnership is included in the attachments.

Along with providing a broad view of the urgency of the global environmental situation, the backbone of the program is the emphasis on our local environment, providing an opportunity for people to understand and appreciate what is in their own backyard and to draw on local expertise for education about local habitats and sustainable practices. Fifteen years ago people did not even know the meaning of "sustainability" in this context and were vague at best about the importance of sustainable practices, ecology and the environment. The environmental education program adopted as its goal a program that would be part of a community process, building what David Brower called "ecologically literate" people.

Over the past 15 years, with the excellent leadership and expertise of local naturalist Dr. Fred Emerson, we have offered over 100 field trips to more than 45 locations in and out of Santa Barbara County. These trips, which consistently enroll the maximum of 40 students, are lead by recognized area naturalists. We have traveled to the Sierras, the Channel Islands, been on whale watches, studied native plants, animals, birds, wildflowers and tidepool life. There have been trips to the six accessible natural reserves in the UCSB system, Carpinteria Salt Marsh, Sedgwick, Valentine Camp in the Sierras, the Sierra Aquatic Research Laboratory, Coal Oil Point and Santa Cruz Island. Most of the local parks, trails, beaches, bluffs, tidepools, and vernal pools have been explored. This winter we have scheduled the ever-popular Winter Eagle Cruise at Lake Cachuma, and an exploration of the Douglas Family Preserve. A visit to Alice Keck Park to learn about Santa Barbara trees is also scheduled to coincide with the recent revision and publication by the Santa Barbara Botanic Garden of The Trees of Santa Barbara. The trip will be lead by plant ecologist Dr. Bob Muller who along with Dr. Bob Haller wrote the revision of this book.

There have been exciting new directions for the program in recent years. The Green Gardener Certification program, offered through Adult Education, is a program developed to train landscape personnel in the principles and practices of sustainable landscaping. Participants become certified after completing the course and exams. There are eleven co-sponsoring organizations of this program, which include the city and county of Santa Barbara, the Community Environmental Council, the Goleta Water District. As of fall 2004, there have been over 700 graduates of the program, which is taught in both English and Spanish. Approximately 350 graduates speak Spanish as their primary language. Certification allows these gardeners free advertisement as Green Gardeners and promotion by the program's sponsors.

Currently the focus for the Environmental Education program is on issues of sustainability, including green building, landscape design, energy, water, waste management and recycling. In conjunction with the Sustainability Project and other organizations we have addressed Green Building Guidelines for Santa Barbara, transportation and transit issues and development of livable communities. In 2004 we co-sponsored the 3rd annual Parade of Green Buildings and will participate in that event again this year. The current series titled "Creating a Sustainable Future: Ecology, Ethics and Design" will bring a distinguished list of speakers to Santa Barbara this winter and spring. The exciting new addition to this series is the support and assistance provided by UCSB and SBCC students. The students are the future
and their excitement and involvement is crucial and necessary. Now we truly have a program that reaches into all areas of our diversified community. The response to the program is overwhelmingly supportive and enthusiastic. SBCC Adult Education offers an opportunity for community organizations to become active participants, reach new audiences and share their expertise in new ways. This program is vital to our community, one that is unique, challenging and exciting. The goal now is to establish an endowment fund so that the college can continue to provide cutting edge education that will challenge our citizens to be stewards of the earth, to understand and protect our beautiful and unique environment.

In the words of David Brower: “Now is the time for the biggest coalition of all...the joining together for a common purpose...It is healing time on Earth”!

2. Instructional Delivery/Instructors

Instruction for Environmental Education classes and field trips takes place on location, or in the classroom or lecture hall. Local naturalists who are experts in the field - botany, birds, geology, ocean life, animals etc. - are invited to lead field trips. Fred Emerson assists in choosing sites for field trips, leads all the field trips and invites other naturalists as consultants to co-lead trips when appropriate. All naturalists are consultants to the program. Other specialty courses include lectures by national and internationally recognized experts in the various areas of sustainable practices.

The program has also used performing arts, readings and special activities, such as The Parade of Green Buildings to provide learning opportunities for students.

3. Curriculum

The natural environment provides the curriculum for this program. The program also offers lectures, workshops and symposia to provide current information on environmental issues as well as guidelines for developing and implementing a sustainable lifestyle.

4. Teaching Evaluation Process

Consultant performance is done periodically using student survey and also through observation by the Administrator for the program. Student evaluation is measured by the overwhelming response and consistent attendance of students to all facets of the program. While it is difficult to get written evaluations of the field trips a written response is gathered once a year. The field trips are always rated as outstanding and the instructors, especially Dr. Fred Emerson, receive the highest and most positive comments.

5. Instructor Professional Development

No professional development is offered, as we are fortunate to be able to utilize the best local experts in the area as well as nationally recognized leaders in the field of sustainability.

6. Comparison to other Community College Programs

The environmental education program is unique to this college. No other colleges offer this type of program to area citizens. As far as can be determined there is also no similar program anywhere nationally.
7. Benefits to the Community

The goal of the Environmental Education program is to provide unique educational opportunities for students to learn about the natural environment of the central coast area and to develop an awareness of the critical global environmental issues that threaten the health of planet earth. Through workshops, seminars, lectures and field trips students benefit by learning to understand and appreciate the natural world while learning about the importance of implementing sustainability practices in their daily lives.

8. Adequacy of College Support

The environmental education program has received consistent support from the College. This support covers the consultant fees for speakers as well as fees for the naturalists who lead the field trips. Students pay a non-refundable enrollment fee of $10 for each field trip. These fees go back to the district. Since the field trips enroll the maximum number of students, a total of $400 is collected for each trip that is offered. With an average of 9 field trips per year the enrollment fee income is approximately $3,600 per year.

9. Unique Components

The role of Continuing Education in building an environmental education program for the Santa Barbara community has had an interesting and exciting evolution over the years. Initially, the focus was on educating students about their natural environment and the meaning of sustainability. That goal continues but the program has expanded to cover what are now national and international concerns and solutions to issues of sustainability.

Continuing Education has become the focal point for other agencies and companies who are also interested in educating the public. Together we offer programs that allow students the opportunity to know and understand their natural environment and to make changes in the way they interact with the environment. We now have a strong coalition of groups working together toward a common goal.

The community has responded to the program in various ways. One of the most outstanding examples is the development of the Green Gardener Program. This program trains maintenance personnel in the principles and practices of sustainable landscaping. Participants become certified after completing the course and exams and benefit from discounts, free advertising and promotion by the program sponsors. (see cosponsor list).

The course is taught in both English and Spanish and individual counseling in setting up a business and in educational opportunities offered through SBCC are provided for the Spanish-speaking students.

The following chart shows the number of students who have graduated from the program as of November 2004, total contact hours and number of hours with integrated pest management training (IPM).

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<thead>
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<th>Certification level: Spanish and English</th>
<th>Students</th>
<th>Contact Hours</th>
<th>Formal IPM Contact Hours</th>
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<td>Certification level: Spanish and English</td>
<td>647</td>
<td>14,759</td>
<td>1,833</td>
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<td>Advanced level: Bilingual</td>
<td>73</td>
<td>1,676</td>
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<tr>
<td>TOTALS</td>
<td>720</td>
<td>16,435</td>
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10. Program Review Recommendation

The validation team and the self-study team both felt that the program is strong, relevant and flexible enough to meet the needs for education about the various issues of sustainability. The field trips continue to be the backbone of the program offering students the opportunity to study in the field to learn about the icons of nature. It was suggested that the range of the field trips be expanded to include other areas in Santa Barbara County.
It was also suggested that it would be interesting to pick one site in the county and plan a field trip to that site once each term in order to study that environment in depth and to better understand its diversity and see the changes that occur throughout the year.

The review also included a reminder to realize that the program is unique, successful and exceeds all expectations and to realize that and focus on keeping that momentum in the future. Because of the unique quality of the program it was also suggested that other communities would benefit by developing a similar program and that this could be a model for others to follow.

The group unanimously agreed that an endowment fund to assure the continuation of the program is essential.

11. Conclusion

The Environmental Education program began in a very natural, organic way. It happened due to the vision of a handful of people in this community who saw the need and pursued it with a passion. It was not a required part of the curriculum and was taken on by those with a passion for and a vision of the need for environmental awareness. The program has grown organically, resembling a living organism in its organization and development. All the parts are deeply interconnected constituting an integral part of the whole.

The roots of the program are deep and solid and the growth and educational opportunities continue to blossom. Now it is time to seriously consider the future of the program. What is needed is a commitment to establish an endowment fund that will continue to sustain the program. Colleges and universities have an important role to play in shaping our future. Higher education is inextricably woven into the communities in which they exist and their programs, commitments and connections provide opportunities to make significant differences off campus as well as on campus. The Environmental Education program offered through Continuing Education is making a difference and plays a critical role in this community in helping us move to a more sustainable future.

“For civilization as a whole, the faith that is so essential to restore the balance now missing in our relationship to the earth is the faith that we do have a future. We can believe in that future and work to achieve it and preserve it, or we can whirl blindly on, behaving as if one day there will be no children to inherit our legacy. The choice is ours; the earth is in the balance”.

EARTH in the BALANCE
Ecology and the Human Spirit
Al Gore
Penguin Books 1993
Attachments:

Chronological Summary of Speakers (Nationally recognized speakers listed in bold type)
Workshops
Seminars/Classes
Science and Nature Class List (enrollment fee classes)
Field Trips – dates, locations, number of times visited
Technical/Vocational Classes (Green Gardener)
Films/Exhibits
Performances
Co-sponsor List
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Total Purchase Orders $113,923.51
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 City College, hereinafter referred to as the "School" and Los Robles Regional Medical Center and to include Los Robles' Skilled Nursing Unit (Transitional Care Unit) located at Facility's East Campus, 150 Via Merida, Westlake Village, California 91361, 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 Health Information Technology 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 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 a Level I criminal background check at the time of student's matriculation 45
days prior to placement at Facility. School shall submit student list to the Facility’s Human Resources Department, attention Recruiting Specialist. Facility will be financially responsible for the background check. School will be notified of any adverse reports.

7. Require student's proof of health insurance coverage at the time of school registration.

8. 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.

9. It is the option of the pregnant student to declare or not to declare her pregnancy to the Radiologist Technology Program Director. According to the Nuclear Regulatory Commission, a declared pregnant woman means a woman who has voluntarily informed her employer, in writing, of her pregnancy and the estimated date of conception. (10CFR20 definitions 20.1093).

If the student chooses to voluntarily inform the Program Director of her pregnancy, it must be in writing. In the absence of this voluntary, written disclosure, a student cannot be considered pregnant and will continue her educational program without modification.

For the protection of the fetus, the following program requirements and modifications are available for declared pregnant student upon submission of the written declaration of pregnancy.

The declared pregnant Radiology Technology Student will:

1. Submit a physical exam report from her physician documenting that she may continue in the clinical participation of the Radiologic Technology Program.
2. Sign a waiver indicating acknowledgment of and responsibility for the potential risks to herself and the fetus working in the clinical setting, releasing the School and Facility of any responsibility during this time.
3. Follow all policies and procedures of the Facility.
4. Wear two TLD badges (radiation monitors), one at the collar and the other at the waist.
5. Fulfill all requirements of the School as they pertain to clinical education competency and academic education.
6. Not exceed 500 mrem (fSv), the maximum permissible occupational exposure dose equivalent to the embryo-fetus during the entire gestation period of the student technologist.
7. Have the following admission/readmission options:
   . May postpone entry until the following year, if pregnancy declared before beginning of the program
   . May return to the program after the pregnancy, if unable to fulfill the academic or clinical requirements
8. Have the following clinical modifications:
   . May postpone portable and fluoroscopy procedures and specific duties associated with patients having intracavitary or interstitial sources of gamma radiation (radium or cesium) until after the pregnancy.
   . May make up missed clinical time due to pregnancy or immediate post-
natal care, and may accumulate clinical time prior to the expected delivery date. Arrangements must be made with the Clinical Coordinator and Clinical Instructor for the School and Facility. The Facility will be notified of the student's declared pregnancy and be given a copy of the written pregnancy declaration.

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

11. 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.

12. 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".

13. School agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." School agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. §164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. §1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. To the extent applicable under HIPAA, School shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. School agrees also to comply with any state law and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions and code sets related to, information related to patients.

School shall be responsible to provide each student with the HIPAA Self-Study Review packet and the 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 Education Department within the Facility 45 days prior to placement. Upon grading, the Education Department will notify the School that the student(s) may/may not initiate clinical rotation.

14. School shall perform all services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to Facility and School, including, without limitation, those requirements imposed by the Joint Commission on Accreditation of Healthcare Organizations, the Medicare/Medicaid conditions and any amendments thereto.

Rights/Responsibilities of the Facility
1. Facility retains professional and administrative responsibility for the services rendered.

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. School agrees to and does hereby defend, indemnify and hold harmless Facility, its Affiliates, successors, assigns, directors, officers, agents and employees ("Facility Indemnitees") from and against any and all liabilities, demands, losses, damages, costs, expenses, fines, amounts paid in settlements or judgments, including without limitation, costs, reasonable attorneys’ fees, witnesses’ fees, investigation expenses, cost of management time, any and all out-of-pocket expenses, consequential damages, and all other expenses and costs incident thereto (collectively referred to as “Damages”) resulting from: (i) any claim, lawsuit, investigation, proceeding, regulatory action, or other cause of action arising out of or in connection with Products provided or Services performed by School pursuant to this Agreement ("Injury"), unless the Injury was caused solely by reason of Facility’s negligence; (ii) the breach or alleged breach by School of the warranties or representations contained in this Agreement or in materials furnished by School, or (iii) any infringement or alleged of infringement of any patent, trademark, copyright or trade secret right resulting from receipt or use of any Products or Services provided hereunder. If the Injury is caused by the negligence of both School and any of the Facility Indemnitees, the appointment of said Damages shall be shared between School and such Facility Indemnitees based upon the comparative degree of each party's negligence and each party shall be responsible for its own defense and its own costs including but not limited to the cost of defense, attorneys’ fees and witnesses’ fees and expenses incident thereto.

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(s) when both parties agree to such amendment(s).

3. Either party may terminate this Agreement giving 90 days written notice. Said notice shall be mailed by Certified Mail, Return Receipt Requested and the 90 days shall begin on the date of receipt thereof. Such termination shall have no effect upon those students then enrolled in the program at Hospital.

4. Additional considerations:

__________________________________________

For the School: For the Facility:

JOSEPH E. SULLIVAN Karen Price-Gharzeddine, R.N.
VICE PRESIDENT, BUSINESS SERVICES Chief Nursing Officer

Date Date
SANTA BARBARA CITY COLLEGE
Program in Cancer Information Management
PROFESSIONAL EDUCATION AFFILIATION AGREEMENT

This agreement is entered into this 1st day of February 2005, by PRESBYTERIAN INTERCOMMUNITY HOSPITAL, hereinafter called the Hospital, and between SANTA BARBARA COMMUNITY COLLEGE DISTRICT, hereinafter called the College.

WITNESSETH:

WHEREAS the District operates Santa Barbara City College, hereinafter referred to as the College, which provides in its curriculum programs for the education of Cancer Information Management students; and

WHEREAS the above Hospital is willing under certain conditions to allow the District to place students enrolled in the Cancer Information Management Program in the Hospital for professional practice experience.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties agree as follows:

1. PERIOD OF AGREEMENT

This agreement shall be in effect as of February 1, 2005, and shall continue through February 1, 2007. Either party may cancel this Agreement without cause, upon written notice, provided the notice to terminate is mailed to the other party by certified or registered mail not less than thirty (30) days in advance of termination.

2. GENERAL OBLIGATIONS OF THE COLLEGE:

The College agrees to the following:

A. To accept responsibility for the development, organization, and implementation of the Cancer Information Management curricula under the direction of the Program Coordinator and the Dean.

B. To solely determine the qualifications of students entitled to participate in the learning experiences conducted under the auspices of this Agreement, subject to the restrictions and limitations established by the Hospital.

C. The Cancer Information Management (CIM) Program Coordinator or delegate will be the liaison officer and the principal contact between Hospital and College for purposes of administration of this Agreement.

D. College shall provide Hospital with a fully executed copy of Student Attestation (Exhibit A) attached hereto and incorporated herein by this reference) prior to participation in the professional experience by the assigned student. College agrees to take all appropriate steps to ensure that each such individual complies with the terms contained in Exhibit A. Students who have successfully completed appropriate academic education shall be selected for the Program by the College. Program students shall be assigned for professional practice education after consultation with the Affiliation Site Supervisor who shall have final authority regarding all such assignments.

E. Subject to Hospital's approval, designate a faculty member or the Program Coordinator to coordinate activities and other aspects of this Agreement with the Affiliation Supervisor. The
Program Coordinator shall be responsible for interpreting the objectives of the Program curriculum to the Program students, consulting with the Affiliation Supervisor in advance regarding utilization of Hospital resources, and obtaining prior approval from the Affiliation Supervisor when selecting functions and elements of medical records operations and management to provide learning experiences for Program students.

F. Hospital and College shall mutually agree that students will be required to perform their duties and responsibilities in accordance with standards set forth in the Code of Ethics of NCRA.

G. To conduct the Program so as not to disrupt the operations and services of Hospital.

H. The number of Program students shall be mutually agreed upon by the Affiliation Supervisor and Program Coordinator in writing at the beginning of each College semester.

I. Students are not employees, agents or volunteers of Hospital, nor of The College or the District.

3. GENERAL OBLIGATIONS OF THE HOSPITAL:

A. Hospital shall designate one of its employees as the professional education supervisor ("Affiliation Supervisor"), subject to the approval of College, based on his/her professional and academic credentials. The Affiliation Supervisor shall be responsible for supervising the professional education of Program students and shall act as the administrative liaison to College in implementing the terms of this Agreement. The Affiliation Supervisor shall be responsible for cooperating with the Program Coordinator designated by the College to assure mutual participation and supervision of the Program.

B. College shall designate selected individuals so qualified by education, experience and professional credentials, to counsel, teach, and direct Program students in their professional learning experiences at Hospital. Individuals so designed by College pursuant to this section shall include College faculty members and may include Hospital employees provided that: (1) designation of each such Hospital employee receives prior approval by Hospital; (2) only designated Hospital employees supervise Program students at any given time; and (3) the amount of time will be mutually agreed upon by the Affiliation Supervisor and the College that each designated Hospital employee spends per week in performing his or her Program responsibilities hereunder. For the purposes of this Agreement, the term "College Faculty" as used hereinafter shall include all such individuals designated by College pursuant to this section. College Faculty shall perform their duties and responsibilities hereunder as agents of College in accordance with the Program curriculum and objectives established by College.

C. The Affiliation Supervisor and Program Coordinator shall mutually ensure that commonly accepted professional standards for confidential treatment of medical information are maintained through appropriate affiliation supervision of students and through didactic instruction of students.

D. Hospital agrees to allow Program students and College Faculty the use, on a space available basis, of Hospital's classrooms, offices, conference rooms, and lockers.

E. Hospital shall retain sole control over the course of the management of health information and other administrative services rendered to patients. The Administration of the Hospital, in cooperation with the individual department heads, supervisors, and medical staff strives to ensure that a safe work environment is maintained at all times for the students in the Hospital. Work environment is composed of the physical location, equipment, materials processed or used, and the kinds of tasks performed in the course of an employee's work. Every effort is made to minimize the probability of exposure to occupational illnesses and injuries.

F. Orientation of Hospital staff and students when pre-arranged by College staff.
G. The Hospital recognizes that the College students will receive first priority in student learning experiences, and that if another institution wishes to use the Hospital for learning experiences, their priority would be second, and all involved major parties would enter into dialogue to ascertain the feasibility of adding more students to the Hospital.

H. Prohibit College students enrolled in this instructional program from displacing any regular paid employee of the Hospital or causing any employee's hours to be reduced.

I. Students not following the Hospital policy may be removed from the Hospital immediately.

4. USE OF PARKING AND CAFETERIA

The College Cancer Information Management students and instructors shall be permitted use of the Hospital parking and cafeteria facilities.

5. MEDICAL AID

The Facilities having an Emergency Room shall provide first-aid treatment to Cancer Information Management Students needing such care, with the first aid at no cost to the student or the College. There is no obligation to furnish any other medical or surgical service to any Cancer Information Management student. Any Cancer Information Management student returning from an absence caused by any illness or injury shall be cleared by a physician as monitored by the Health Technology office of the College.

6. HOSPITAL STAFF

The Hospital shall not decrease the normal number of its staff as a result of the assignment of Cancer Information Management students.

7. CURRICULUM

The College shall plan the days and hours of the professional practice experience for Cancer Information Management students unless in specific instances other provisions are made and are mutually satisfactory to the College and the Hospital.

8. HEALTH CERTIFICATION OF CANCER INFORMATION MANAGEMENT STUDENTS

The College shall require the examination for physical fitness and shall maintain records that the Cancer Information Management students have been immunized against the common communicable diseases. Specific requirements for the physical examination, including required immunizations are detailed in the examination packet provided to admitted students and required to be completed before enrollment in a Cancer Information Management professional practice course. The College complies with the program health and OSHA requirements and maintains records thereof.

9. SUPERVISION OF CANCER INFORMATION MANAGEMENT STUDENTS

Each Cancer Information Management student shall be subject to the rules, regulations, policies and procedures of the Hospital and the College which are on file in the respective institutions and available to students. Students not following Hospital policies may be removed from the Hospital immediately.

10. DISCONTINUANCE OF CANCER INFORMATION MANAGEMENT STUDENT ASSIGNMENTS

The College may, for cause and upon notice, discontinue the assignment of any Cancer Information Management student at any time during the period of this agreement. The Hospital at any time may
recommend the discontinuance of the assignment of a Cancer Information Management student with the agreement of the College. Either party may terminate this agreement at the end of a term, or prior to the beginning of a new term, without cause with 90 days written notice.

11. STATUS OF STUDENTS AND INSTRUCTORS

Cancer Information Management students shall function under the direction and supervision of instructors of the College who shall be licensees for the limited purposes expressed in this agreement. Such Cancer Information Management students and instructors shall not be deemed employees of the Hospital during the hours in which they are assigned to the Cancer Information Management Student Program.

Instructors are hired by the College and meet the College teaching requirements and the requirements of the appropriate licensing agency. The College shall maintain records thereof. Students will be selected for enrollment in the Cancer Information Management program through the established College process.

12. NON-DISCRIMINATION POLICY

The District and the College, in compliance with California State Regulations, Titles VI and VII of the U.S. Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of race, sex, color, national origin, religion, sexual orientation, or physical or mental disability in any of its policies, procedures, or practices.

13. INDEMNIFICATION

To the fullest extent permitted by law, the College agrees to indemnify and hold harmless the Hospital, its officers and employees, patients or clients, against any and all claims, liabilities and losses by whomever asserted, arising out of acts or omissions on the part of the College or its employees or students in conducting the training program hereunder, including travel to and from the Hospital. An in like form, to the fullest extent permitted by law, Hospital agrees indemnify and hold harmless the College, its officers and employees, and students, against any and all claims, liabilities and losses by whomever asserted, arising out of acts or omissions on the part of the Hospital, its officers and employees, patients or clients in conducting the training program hereunder.

14. INSURANCE

The College agrees to maintain in full force and effect coverage of not less than one million dollars ($1,000,000) for bodily injury, professional liability and general liability insurance, including errors and omissions coverage of not less than three $3,000,000 which protects and insures against any and all liability attributable to the College, its employees or students arising from the activities referred to in this Agreement or as contemplated by this Agreement. Proof of the College's insurance coverage shall be provided to the Hospital. The College or its insurer shall provide written notice to the Hospital at least twenty (20) days prior to any cancellation, termination or change in the insurance coverage referenced in the Agreement. In the event that the College fails to maintain such insurance coverage in full force during the term of this Agreement, Hospital may either (1) terminate this agreement concurrently with such failure by the College, or (2) obtain such insurance on its own behalf. If Hospital obtains such insurance, College shall reimburse Hospital for the costs thereof.

Hospital agrees to maintain in full force and effect coverage of not less than one million dollars ($1,000,000) for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage of not less than three millions ($3,000,000) which protects and insures against any and all liability attributable to the Hospital, its officers, employees, patients or clients arising from the activities referred to in this Agreement or as contemplated by this Agreement. Proof of the Hospital's insurance coverage shall be provided to the College. The Hospital or its insurer shall provide written notice to the
College at least twenty (20) days prior to any cancellation, termination or change in the insurance coverage referenced in the Agreement. In the event that the Hospital fails to maintain such insurance coverage in full force during the term of this Agreement, College may either (1) terminate this agreement concurrently with such failure by the College, or (2) obtain such insurance on its own behalf. If College obtains such insurance, Hospital shall reimburse College for the costs thereof.

15. TERMS

Students will be selected for enrollment in the Cancer Information Management program through the established College process.

16. CODE OF CONDUCT ATTESTATION

The undersigned College agrees to be bound by and at all times adhere to the Code of Conduct in the fulfillment of Student's duties and obligations and in all dealings with or at the Hospital.

17. ASSIGNMENT

AGENCY shall not assign, sell or transfer this Agreement or any interest therein without first obtaining the written consent of HOSPITAL.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed by their duly authorized representative on the day and the year first above written.

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

By: Joseph Sullivan
Vice President, Business Services

Date: 2/25/05

PRESBYTERIAN INTERCOMMUNITY HOSPITAL

By: James West
President/CEO

Date: ____________________
EXHIBIT A

STUDENT ATTESTATION

In discharging my Program responsibilities, I agree as follows:

1. To abide by the Policies and Procedures of the Hospital.

2. That I have read the attached Professional Education Affiliation Agreement and I understand and will abide by the restrictions on my activities as a Program participant as contained therein;

3. To comply with all applicable federal, state and local statutes and regulations in connection with the performance of Program activities;

4. To maintain the confidentiality of all patient medical information, clinical information and financial data, obtained in the performance of my Program responsibilities; and

5. To obtain prior written approval from Hospital and College before publishing any materials relating to the Program.

6. To conform to the standards of behavior as set out in the NCRA Code of Ethics.

signature: ________________________________ witness: ________________________________

(program student) ________________________________

date: ________________________________ date: ________________________________
CLINICAL TRAINING
AFFILIATION AGREEMENT

(Without School Instructor on Hospital Premises)

This Agreement is entered into on the first day of February, 2005, by and between St. Jude Medical Center ("Hospital") and Santa Barbara Community College District ("School").

ARTICLE I

RECITALS

1.1 Hospital. Hospital is an acute care health facility licensed by the State of California and accredited by the Joint Commission on Accreditation of Healthcare Organizations.

1.2 School. School is an institution of higher learning authorized pursuant to California law to offer health care programs and to maintain classes and such programs at hospitals for the purpose of providing clinical training for students in such classes.

1.3 Intent. Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs ("the Program(s)"), as referenced in Exhibit A attached hereto and incorporated herein by reference, and School desires to establish the Programs at Hospital for the students of the School enrolled in the Programs. Hospital desires to support the Programs to assist in training students of School.

1.4 Purpose of This Agreement. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Programs at Hospital.

ARTICLE II

RESPONSIBILITIES OF SCHOOL

2.1 Academic Responsibility. School shall develop the curriculum of the Programs and shall be responsible for offering health care education programs eligible, if necessary, for accreditation and approval by any state board or agency.
2.2 Number of Students. School shall notify Hospital of the students who are enrolled and in good standing in the Programs for clinical training at Hospital in such numbers as agreed upon by Hospital.

2.3 Orientation. School shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Hospital.

2.4 Discipline. School shall be responsible for counseling, controlling, and disciplining students.

2.5 Documentation. School shall maintain all attendance and academic records of students participating in the Programs. School shall implement and maintain an evaluation process of the students' progress throughout the Programs.

2.6 Health Clearance. School shall ensure that each student complies with Hospital's requirements for immunizations and tests, including but not limited to an annual health examination, rubella, DT, tuberculin skin test and chest x-ray, if determined appropriate by Hospital. School shall also ensure that students follow Hospital's policies and procedures regarding blood-borne pathogens, including but not limited to, universal precautions. Also, School shall ensure to the best of its ability that all students are free from any mental or physical impairment that would prevent the student from meeting his/her training obligations at Hospital.

2.7 Hospital Policies and Procedures. School shall ensure that each student is aware of and understands all applicable Hospital policies and procedures and shall require every student to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

2.8 Confidentiality. School shall instruct students regarding confidentiality of patient information. No student shall have access to or have the right to review any medical record or quality assurance or peer review information, except where necessary in the regular course of the Programs. School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Programs. Further, School shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Programs.
2.9 Insurance. School shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on School’s policy) at a minimum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers’ Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Programs.

2.10 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, loss, expense or damage whatsoever, including but not limited to, attorneys’ fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors; provided, however, that neither party shall be liable to the other party hereunder for any claim covered by insurance, except to the extent the liability of such party exceeds the amount of such insurance coverage.

2.11 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Programs to students.

ARTICLE III

RESPONSIBILITIES OF HOSPITAL

3.1 Access. Hospital shall permit nonexclusive access to the Programs to those students designated by School as eligible for participation in the Programs at Hospital, provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students with access to clinical areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.
3.2 Implementation of Programs. Hospital agrees to cooperate with and assist in the planning and implementation of the Programs at Hospital for the benefit of students from School.

3.3 Instruction. Hospital shall instruct students in their clinical training at Hospital with the supervision of a fully licensed professional, if applicable, relevant to the students specific course of clinical training.

3.4 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the Department of Health Services and the Joint Commission on Accreditation of Healthcare Organizations.

3.5 Patient Care. Pursuant to Section 70713 of Title 22, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for services rendered to Hospital patients. Further, School shall conduct its activities in providing services hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission for Accreditation of Healthcare Organizations ("JCAHO"), professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of JCAHO and state law and is not intended to modify the independent contractor relationship, nor mutual indemnification requirements between the parties herein.

3.6 Space and Storage. Hospital agrees to provide students with classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Programs, subject to reasonable availability.

3.7 Removal of Students. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student from the Programs. School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Hospital may immediately exclude any student from Hospital until final resolution of the matter with School.
3.8 Documentation. Hospital agrees to make available to qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital’s facility for review.

3.9 First Aid. Hospital shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Programs. Any emergency health care or first aid provided by Hospital shall be billed to the student or School at Hospital’s normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student.

3.10 Statement of Adequate Staffing. Hospital acknowledges that it has adequate staffing and that students participating in the Programs shall not be substituted for nursing staff necessary for reasonable staffing coverage.

3.11 Authority. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

ARTICLE IV

RELATIONSHIP OF THE PARTIES

4.1 Term. This Agreement shall commence as of the effective date of this Agreement and shall remain in full force and effect for two (2) years unless otherwise terminated as provided herein.

4.2 Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party. However, to the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Programs.

4.3 Relationship of Parties. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Also, students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the
parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include, but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither School nor any student enrolled in School's Programs, whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of itself or its students, and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School or its students are determined to be employees of Hospital.

4.4 Role of Students. It is not the intention of School or Hospital that any student occupy the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

4.5 Publicity. Neither School nor Hospital shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Programs without the prior written consent of the other party.

4.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Hospital.

ARTICLE V

GENERAL PROVISIONS

5.1 Amendments. This Agreement may be amended, but only by a writing, dated and executed by the parties' authorized representatives and attached hereto. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital to comply with its tax-exempt bond obligations and covenants, to maintain its tax-exempt status, and to qualify for tax-exempt financing.

5.2 Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
5.3 **Compliance.** It is acknowledged that the Corporate Responsibility Program applies to the services and obligations described herein. This program is intended to prevent compliance concerns such as fraud, abuse, false claims, excess private benefit and inappropriate referrals. This compliance program requires and it is hereby agreed that any regulatory compliance concerns shall be promptly reported either to an appropriate manager or through the hotline (877-808-8133). Further, it is represented and warranted that all individuals providing service hereunder shall not at any time have been sanctioned by a health care regulatory agency and, finally, that investigatory activity relevant to this organization shall be promptly reported to an organization manager or via the hotline (as above). Failure to abide by these compliance requirements shall immediately and automatically terminate this Agreement.

5.4 **Entire Agreement.** This Agreement contains the full and complete agreement between the parties hereto regarding the subject matter hereof and supersedes any and all previous and contemporaneous agreements whether oral or written between the parties hereto including but not limited to that certain clinical affiliation agreement entered into by and between the parties dated April 1997.

5.5 **Jurisdiction.** This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. Further, any action arising out of this Agreement shall be instituted and prosecuted only in a Court of proper jurisdiction in Orange County, California.

5.6 **Non-Discrimination.** Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

5.7 **Notices.** Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and mailed by United States registered or certified mail and addressed as follows:

If to Hospital:
St. Jude Medical Center
Nancy Runge, Risk Management
101 E. Valencia Mesa Dr.
Fullerton, CA 92835
5.8 **Severability.** Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

5.9 **Waiver.** No assent or waiver, express or implied, of any breach of any one or more of the terms of this Agreement shall be deemed to be taken to be a waiver of any other term or condition or assent to continuation of such breach.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

HOSPITAL

By: ________________________________

Its Exec. Vice President and COO

SCHOOL

By: ________________________________

Joseph E. Sullivan
Vice President, Business Services
AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of March 15, 2005 (the "Effective Date") between Santa Barbara City College ("School"), and USC University Hospital, Inc. doing business as USC University Hospital ("Hospital").

RE bâtALS:

A. School offers to enrolled students a degree program in the field of Health Information Technology.

B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of California ("State").

C. School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in a acute care facility.

D. Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

   a. Clinical Program. School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

      (1) orientation of students to the clinical experience at Hospital;

      (2) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;

      (3) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;

      (4) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

      (5) supervision of students and their performance at Hospital;
(6) participation, with the students, in Hospital’s Quality Assurance and related programs; and

(7) performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises ("Program Participants") shall be accountable to Hospital’s Administrator. School shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

b. **Student Statements.** School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

c. **Health of Program Participants.** School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox. School and/or the Program Participant shall be responsible for arranging for the Program Participant’s medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. **Dress Code; Meals.** School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital’s standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.
f. **OSHA Compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School’s responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

g. **Training.** Prior to a student’s first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, School shall require that the individual view a videotape regarding Hospital’s patient information privacy policies and practices provided to School by Hospital pursuant to the license grant in Section 12 hereof (the “Video”) in its entirety and achieve a passing score (as defined by Hospital from time to time) on the questions at the end of the Video. School shall maintain training records for a minimum of six years, including, without limitation, the names of those students, School employees, agents, representatives and faculty members that viewed the Video, date and time that each viewed the Video and the score that each received on the questions at the end of the Video (“Training Records”). Further, School shall make the Training Records available to Hospital promptly, and without charge, upon Hospital’s request.

2. **Responsibilities of Hospital.**

a. Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of acute care patient care. Hospital shall coordinate School’s rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant’s performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.
3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School.

b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **WITHDRAWAL OF PROGRAM PARTICIPANTS.**

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital’s discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant’s participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.

5. **INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student’s effective participation in the Program.

7. **CONFIDENTIALITY.**

a. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and
Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital’s express prior written consent, except in connection with the performance of School’s and Program Participant’s duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital’s patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to School’s legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

c. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital’s medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital’s patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

d. **Privacy of Health Information.**

School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the “Regulations”). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, “Protected Health Information”) to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program
purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient’s treatment or to Hospital’s workforce members involved in the student’s training program for hospital’s training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital’s obligations under the limited data set standard. A student may disclose a patient’s health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School’s use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient’s personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient’s personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School’s or Program Participant’s possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient’s personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital’s disclosures or of School’s disclosures. If Hospital determines that the request is a request for an accounting of School’s disclosures and School is a Covered
Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital’s disclosures, then School and Program Participants shall within 10 days forward any information in School’s or Program Participants’ possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. Audit. School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine School’s compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. Survival. The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. Insurance.

a. School and Hospital shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance, (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least $1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days’ prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party’s request, the other party shall provide a certificate of insurance evidencing such coverage.

b. School and Hospital shall each secure and maintain at all times during the Term, at their respective sole expense, workers’ compensation and employers’ liability insurance covering their respective employees. Such coverage provided by School and Hospital may be afforded via commercial insurance or self-insurance at the following limits:

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<tr>
<th>Insurance Type</th>
<th>Limit</th>
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<tr>
<td>Workers’ Compensation</td>
<td>Statutory limits</td>
</tr>
<tr>
<td>Employers’ Liability</td>
<td>$1,000,000 each accident;</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 disease policy limit;</td>
</tr>
</tbody>
</table>
$1,000,000 disease each employee

Both School and Hospital agree to endorse such policy to (1) waive subrogation in favor of each other, and (2) have a 30-day notice of cancellation. Such coverage shall be primary and non-contributory. Upon either party’s request, the other party shall provide a certificate of insurance evidencing such coverage. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital.

c. School and Hospital each shall secure and maintain at all times during the Term, at their respective sole expense, professional liability insurance (medical malpractice), (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least $1,000,000 per claim/occurrence and $3,000,000 aggregate. Upon either party’s request, the other party shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be cancelable except upon 30 days’ prior written notice to the other party. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both School and Hospital hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party’s request, the other party shall provide a certificate of insurance evidencing such coverage.

9. TERM; TERMINATION.

a. Term. The initial term of this Agreement shall be two (2) years, commencing on the Effective Date.

b. Termination. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least 30 days’ prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of
termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed two (2) months.

c. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall and shall cause Program Participants to either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

10. **Entire Agreement.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. **License.** As between School and Hospital, Hospital is the sole and exclusive owner of the Video. Hospital hereby grants to School a limited, non-transferable, non-exclusive license to use and display the Video solely to perform the obligations set forth in Subsection 1.g. School has no right otherwise to use the Video except as set forth in this Section 12.

13. **Indemnification.** School shall indemnify and hold Hospital harmless from and against any and all liability and costs, including attorneys’ fees, resulting from a breach of Subsection 7.d. by School, Program Participants, School’s agents or subcontractors.

14. **Arbitration.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in Los Angeles County, California, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.
15. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

16. **NO WAIVER.** Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

17. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

18. **ASSIGNMENT; BINDING EFFECT.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. For purposes of this Agreement, the transfer of ownership of all or a portion of the shares, partnership interests, or other ownership interests of School, in a single transaction or a series of transactions, which results in the replacement of 50% or more of the shareholders, partners, members or owners, as the case may be, of School as they existed on the commencement date of this Agreement shall be deemed an assignment hereunder. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns. This Agreement is assignable by Hospital without consent or notice.

19. **NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to School:  
Santa Barbara City College  
721 Cliff Drive  
Santa Barbara, CA 93109  
Attn: V.P. Business Services

If to Hospital:  
USC University Hospital  
1500 San Pablo Street  
Los Angeles, CA 90033  
Attn: Chief Executive Officer

with a copy to:  
Tenet California  
3 Imperial Promenade, Suite 740  
Santa Ana, CA 92707  
Attn: Regional Counsel - Law Department

or to such other persons or places as either party may from time to time designate by written notice to the other.
SANTA BARBARA CITY COLLEGE

By: __________________________
Name: Joseph Sullivan
Title: Vice President Business Services
Date: March 9, 2005

USC UNIVERSITY HOSPITAL, INC.
A CALIFORNIA CORPORATION
D/B/A USC UNIVERSITY HOSPITAL

By: __________________________
Name: Ted Schreck
Title: Chief Executive Officer
Date: _________________________
UNIVERSITY OF SANTIAGO DE COMPOSTELA  
with  
SANTA BARBARA CITY COLLEGE  

AGREEMENT  
for  
SUMMER INTENSIVE SPANISH LANGUAGE STUDY IN  
SANTIAGO DE COMPOSTELA, SPAIN  
SUMMER, 2005  

WHEREAS, SANTA BARBARA COMMUNITY COLLEGE DISTRICT (hereinafter referred to as "District") requested a proposal for an Intensive Spanish Language study in SANTIAGO DE COMPOSTELA, SPAIN,  

WHEREAS International Courses Department of the UNIVERSITY OF SANTIAGO DE COMPOSTELA, (hereinafter referred to as ("CI-USC") and District agree to the following:  

1. DATES OF THIS AGREEMENT. This agreement shall be in effect from Friday, July 1, 2005, to Saturday, July 30, 2005.  

The content of the academic program will be determined in mutual agreement between SANTA BARBARA CITY COLLEGE and IC-USC. SANTA BARBARA CITY COLLEGE has full authority to set all course requirements, to assign grades based on professor evaluation of student performance, and to make decisions regarding prerequisites and procedures for enrollments. SBCC shall select the faculty who will counsel the students and supervise the program. Selection of the Summer Program Director is the prerogative of SBCC. In addition, SBCC will: 

A. Advertise the program. Brochures containing all required information pertaining to the program will be developed and distributed by SBCC to the students.  

B. Evaluate and enroll students in the program. To be eligible for this program, students must meet SBCC requirements for admission to the college and must meet specific prerequisites for courses offered. However, special attention is given to the students' ability to adjust to a foreign environment, their motives for wanting to live overseas and their academic attitude. Before accepting a student into the program, SBCC requires a personal interview. Interviews will not screen applicants but rather provide an opportunity for counseling if program expectations and requirements are unrealistic.
C. Send enrollment information and housing request forms to IC-USC as students are accepted.

1. OPERATION OF THE PROGRAM. Jointly, SBCC and IC-USC shall develop and operate the Summer Abroad in Santiago de Compostela, Spain, with responsibilities assigned as follows:

♦ The program begins in Madrid and ends in Santiago de Compostela.

♦ Students are required to make all arrangements for transportation to Madrid and from Santiago de Compostela if not traveling with the group. Students traveling independently may meet up with the group at the airport to take group transportation.

♦ SBCC has no responsibility for students on the termination of the program, July 30, 2005.

2. SBCC:

SBCC shall select program director.

SBCC shall select and evaluate students for the program.

SBCC shall counsel students, determine class level, and register students for the most appropriate Spanish language class.

SBCC shall conduct pre-departure briefings for students.

SBCC shall, through the Program Director, monitor the progress of students and evaluate the students for the awarding of SBCC credit at the termination of the program.

SBCC, through the program director, has complete authority to negotiate the content of the academic program with CI-USC, to set all course requirements, to assign grades based on professor evaluation of student performance, and to make decisions regarding prerequisites and procedures for enrollments.

3. IC-USC:

USC agrees to the following:

IC-USC shall assign a part-time program coordinator to coordinate language instruction, organize field trips, assist the faculty and interface between students and families in home stays and do all possible to make the program a success, at no extra cost.

For a comprehensive per-student fee of 682 Euro, IC-USC shall provide all language instruction for a period of four weeks during the period July 4, 2005 through July 29, 2005. Instruction to consist of the following courses: Spanish 101, Spanish 102,
Spanish 103, Spanish 104, Spanish 150, and Spanish 160. Instruction to be four hours per day, five days a week, with a maximum limit of fifteen students per class. The comprehensive per-student fee of 682 Euro to include free tutoring one day per week, registration, books and class materials, and health insurance.

For a comprehensive fee of 120 Euro, IC-USC shall provide round-trip bus transportation from the airport in Santiago de Compostela to IC-USC or the host families. On July 30th, IC-USC shall provide bus transportation to the airport at no extra cost to THE DISTRICT. For all airport transfers, IC-USC shall arrange for a bus big enough to accommodate the entire group since students traveling independently may meet up with the group at the airport to take group transportation.

For a comprehensive per-student fee of 542 Euro, IC-USC shall arrange for home stays for students with a Spanish family to include board and room (in a private room). The maximum number of students per home is 2. The foregoing to include lodging, three meals per day (breakfast, lunch, and dinner), and laundry. Students shall be housed within 20 minute-walking distance from IC-USC.

IC-USC shall provide housing for the SBCC program director for the duration of the program. IC-USC can provide him with a double room with bathroom at the University Hall and meals at the university restaurant at no cost. As another option, for a comprehensive fee of 540 Euro minimum USC can try to provide SBCC program director with a 2-bedroom apartment in close proximity to the center and shall pay for program director’s transportation, entrances on all program excursions and field trips. IC-USC shall provide the program director with a cell phone for the duration of the program, charged with a 30€ card.

IC-USC agrees to arrange field excursions to areas of cultural or historic interest. Field trips include excursions to the following destinations:

- **Three-day, two night excursion to Madrid** (trip to include bus transportation from Madrid airport on July 1st and transportation to the Madrid airport on July 3rd, two nights stay at a three-star hotel (double occupancy) in a central location, with visits to El Museo del Prado, El Palacio Real, La Plaza Mayor, El Madrid de los Austrias, La Gran Via, Cibeles y Puerta de Alcalá, breakfast and one lunch or dinner per day, flamenco show, panoramic tour of the city by autobus, guided tour of the Prado with bilingual tour guide, guided tour of the Palacio Real. The all-inclusive cost of the Madrid excursion is 333 Euro per student. The minimum students required to maintain this cost is 20. In case of recruiting less students than 20 the cost would increase considerably.
• **1. Day trip to Pontevedra** (trip to include guided tour of Pontevedra and visits to the medieval fishing village Combarro and Lanzada beach). The all-inclusive cost of this excursion is 8 Euro per student.

• **2. Day trip to A Coruña y Rías altas.** The all-inclusive cost of this excursion is 8 Euro per student.

All field trips to include transportation in an air conditioned bus, in case the excursions taking place during the program include any visit to a museum where entrance fees are necessary IC-USC will pay for them. However, if students decide to visit any museum on their own, IC-USC will not pay for the entrance fees. Overnight excursions to include accommodation in a three-star hotel (double occupancy), breakfast plus one main meal per day. IC-USC shall provide bilingual tour guides for all excursions at no extra cost.

A 10 % deposit will be due May 1, 2005 with the balance payable no later than two weeks prior to the beginning of the program. Program cost to include all of the items listed above as well as teaching materials, full use of installations, weekly tutoring sessions, pre-excursion lectures informing students of the cultural and historical importance of the sites they are going to visit), arrival tour of Santiago de Compostela, and orientation program.

CANCELLATION AND REFUND POLICY. Should the US State Department issue a travel warning before the starting date of the program, telling American citizens not to travel to Spain or any other country students are scheduled to travel to as part of the program, THE DISTRICT will immediately advise IC-USC to cancel the program. In this case, IC-USC will refund all program fees except for non-refundable deposits made to third party providers to THE DISTRICT. THE DISTRICT will refund the program fee minus the non-refundable housing to all students on the program. Should a travel warning be issued by the US State Department after the program start date, IC-USC will make reasonable efforts to get refunds from third parties for costs not yet incurred and will refund whatever balance it receives.

NO MODIFICATION OF AGREEMENT. This Agreement constitutes the full and complete understanding of the parties on the subject, hereof, and supersedes all prior understanding or agreements on that subject. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
NOTICES. All notices required to be served upon USC shall be served by registered or certified mail, return receipt requested, to:

Ms. Amparo Porta  
Director  
Departamento de Cursos Internacionales-USC  
Avda. de las Ciencias, chalet nº 2, campus sur  
15782 Santiago de Compostela  
España

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

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

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

SANTA BARBARA CITY COLLEGE  
________________________________________

Title: **Vice President, Business Svcs**

Date: ____________________________

IC-USC  

[Signature]

Title: Ms. Amparo Porta, Director IC-USC Dept.

Date: 9 de febrero de 2005
AIFS ROME PARTNERSHIP PROGRAM AGREEMENT

SANTA BARBARA CITY COLLEGE DISTRICT

SUMMER 2005

This PARTNERSHIP PROGRAM AGREEMENT is made as of this _____ day of January, 2005, by and between the SANTA BARBARA COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "The District" and the AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., a Delaware corporation, hereinafter referred to as "AIFS."

WHEREAS THE DISTRICT wishes to conduct an overseas study program in Rome, Italy, during the summer of 2005, and

WHEREAS AIFS has space available for such a program,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. TERM

The period of this Agreement shall be from the date of execution by both parties through 31st July 2005.

II. OBLIGATIONS OF THE DISTRICT

THE DISTRICT hereby agrees:

A. That it will conduct and operate an overseas study program in Rome, Italy, for the following period:

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<tbody>
<tr>
<td>Summer 2005:</td>
<td></td>
</tr>
<tr>
<td>Depart US:</td>
<td>Sunday, June 19, 2005</td>
</tr>
<tr>
<td>Arrive Rome:</td>
<td>Monday, June 20, 2005</td>
</tr>
<tr>
<td>Transfer to Pienza:</td>
<td>Thursday, July 7, 2005</td>
</tr>
<tr>
<td>Return to Rome:</td>
<td>Saturday, July 9, 2005</td>
</tr>
<tr>
<td>Depart Rome:</td>
<td>Sunday, July 17, 2005</td>
</tr>
</tbody>
</table>

The program will be organized in cooperation with AIFS. THE DISTRICT agrees not to cancel the Agreement with AIFS to make its own arrangements or to make alternative arrangements through another organization for the period covered by this Agreement.

B. That the AIFS program will be the only official study abroad program of THE DISTRICT in ROME during the period indicated.

C. That it will advertise the program using the materials provided by AIFS, and by THE DISTRICT, and recruit students to participate in the program.

D. That it will endeavor to recruit approximately 20 to 30 students for program. AIFS may be able to accept more than this number; however, THE DISTRICT is under no obligation to recruit a minimum number of students.

THE DISTRICT agrees not to cancel the program if a minimum enrollment of 20 students is achieved for the program.

E. That it will confirm the number of students recruited for the program and forward all in-house applications with an initial $250 deposit per student to AIFS by April 12, 2005 in order that AIFS may begin the process of billing students for balances due. AIFS can accept students up to the
DISTRICT’S April 15, 2005 final deadline and may be able to accept students after this deadline, but airline prices and availability cannot be guaranteed after April 12, 2005.

F. That it will follow the enrollment procedures below:

   Applications should be first sent to THE DISTRICT rather than directly to AIFS.

   After being registered by THE DISTRICT, these applications will be forwarded by each college to the AIFS office promptly;

   Student applications accepted by THE DISTRICT will be accepted and enrolled by AIFS in the order in which they are accepted for processing by THE DISTRICT.

G. That THE DISTRICT will appoint a faculty member to carry out a full academic program for its students in Rome. Full control of the academic program, including, but not limited to enrollment requirements, procedures, administration, and granting of credit will be vested in THE DISTRICT and its designated representatives.

H. That THE DISTRICT will pay for all incidental expenses and supplies necessary for the academic functions of the program, including all telephone charges incurred in the operation of the program by the faculty director or made on his/her authority.

III. OBLIGATIONS OF AIFS.

AIFS hereby agrees:

A. That it will provide:

   Accommodation in shared, centrally located apartments with cooking facilities, with four students typically sharing a two-bedroom apartment. A weekly linen change is provided, as is a set amount of utilities to cover the stay in Rome.

B. That in addition to housing the said students, it will provide:

1) Metro and bus travel pass valid for the area of central Rome for the duration of the stay in Rome.

2) Medical and AIFS program fee refund insurance, as outlined in the AIFS program brochure, in the AIFS contract with students and under section III, paragraph I of this Agreement.

3) OPTIONAL, Extra Protection Insurance Coverage, including increased medical insurance and/or personal effects insurance, as outlined in the AIFS program brochure and in the AIFS contract with students.

4) An orientation program consisting of a meeting with the AIFS representative in Rome, covering topics such as general acclimation to Italy, security issues, travel, money and cultural activities.

5) A half-day sightseeing tour of Rome by private bus with the services of a professional English-speaking guide. Sights will include the Trevi Fountain, Piazza Navona, the Spanish Steps and the Pantheon.

6) A welcome dinner consisting of various courses – starter, main course, side dish, dessert – at a typical Roman restaurant.

7) Half-day visit to the Vatican Museum, including entrances to the Sistine Chapel, with the services of a professional, English-speaking guide.
8) Half-day visit to the Coliseum, Roman Forum and Palatine Hill, with the services of an English-speaking professional guide.

9) A three-day, two-night excursion by private sightseeing coach to Tuscany with accommodation in guesthouses in Pienza on a bed and breakfast basis. The excursion will include visits to Montepulciano, Buonconvento, Montalcino and Val d'Orcia.

10) Visit to the Cinecittà film studios in Rome.

11) That it will provide a DVD player for screening films.

12) That it will provide from its own staff a full-time Program Coordinator to provide student support services, for the duration of the stay in Rome, though not for the exclusive use of THE DISTRICT. The staff will be responsible for the non-academic supervision of students in cooperation with THE DISTRICT faculty and for liaison between THE DISTRICT and the other authorities responsible for the program.

13) Optional round trip transatlantic airfare (LAX - Rome - LAX) for each student (with associated airport transfer to and from the airport in Rome) on the dates specified in the student program application at an additional cost of $1050. This fee does not include mandatory U.S. government and airline-imposed departure taxes, fees and fuel surcharges (estimated at $125) for which students will be billed separately.

14) Publicity materials consisting of a generic program brochure, website and student program application for use by THE DISTRICT in the promotion of the program.

C. PRICING

1) That in return for the services set forth in paragraphs A and B, it will charge a fee of $2290, excluding air, per student, in a shared apartment for the program duration, based on 20 - 25 program participants with one accompanying faculty member. For 26 - 30 program participants, program fee shall be $2170, excluding air, per student, in a shared apartment for the program duration, with one accompanying faculty member. These fees do not include a $125 refundable damage deposit, a $50 non-refundable application fee, the $255 SBCC administrative fee or any other DISTRICT tuition or administrative fees. The $50 application fee will be included in the price quoted on the student application form.

2) AIFS will reserve places at the above prices according to information supplied by students on their application form. Once airline tickets have been issued to students they can only be changed directly with the airline by the student once overseas – airline-imposed penalties usually apply.

3) Students applying after the application deadline of April 12, 2005, cannot be guaranteed flights and will be accepted on a space-available basis only. If an airline ticket is available on the group flight, the cost of the airline ticket is likely to be higher and the airline/routing may be different for a late applicant. Where possible, AIFS will use its best endeavors to obtain a flight for a late applicant at a cost capped at $100 above the original group rate (excluding taxes), but late applicants should expect to have to make their own travel arrangements.

D. That it will provide the FACULTY member assigned by THE DISTRICT with one free round-trip transatlantic ticket (LAX-Rome-LAX) on the following basis:

1) One ticket will be provided in return for 20-30 paying students who enroll on the program.

2) Tickets will be provided on flights as described in the program brochure and student program application, except that faculty can arrange with AIFS to fly on dates other than those indicated in the program brochure and student program application.
3) AIFS will offer faculty spouses discounted air travel at the prevailing rate at the time of issue. Since airfares change frequently, this cannot be determined until the ticket has been booked. Faculty may charge tickets to a major credit card. All tickets must be paid for in advance of planned travel. If, for any reason, a faculty member no longer requires an issued ticket, s/he will need to pay a $75.00 cancellation fee.

4) If tickets for faculty flights are not arranged through AIFS, AIFS will reimburse THE FACULTY the value of the prevailing rate at the time of issue to AIFS.

E. That it will provide FACULTY assigned by THE DISTRICT with a metro card and housing in a two-bedroom apartment in Rome. Faculty will also participate on the program on the same basis as the students, with entrances provided.

F. That it will ask students to leave the residential facilities only with the agreement of the THE DISTRICT faculty director.

G. That it will operate a Refund and Cancellation Policy as follows:

Refunds other than when a program is canceled:

Should an individual participant withdraw on or before Friday 29th April 2005 s/he will receive a refund of all fees paid less $250 plus any non-refundable deposits paid by the student or by AIFS on behalf of the student. Should s/he withdraw after Friday 29th April 2005, but on or before Thursday 9th June 2005, a refund of all fees paid would be made less $450 plus any non-refundable deposits paid by the student or by AIFS on behalf of the student. No refunds would be possible after Thursday 9th June 2005.

Students who must withdraw from the program because of a covered injury or illness will receive a refund of all fees paid less the $50 non-refundable application fee, a $100 processing fee and a $75 insurance premium.

Please note that students who are academically withdrawn by their home institutions after their applications have been processed by AIFS are subject to the standard refund policy.

It is understood that THE DISTRICT will not cancel the program if the necessary minimum number of participants have been enrolled by Tuesday 12th April 2005.

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

Program cancellation:

It is understood that THE DISTRICT will not cancel the program if the necessary minimum number of students have been enrolled by April 12, 2005 (other than for agreed US State Department Warnings as specified below).

- In the event that THE DISTRICT should cancel the program with the required minimum number of students after April 12, 2005 for the summer program, THE DISTRICT will be responsible for costs which cannot be recovered by AIFS. AIFS will deduct from students’ fees the irrecoverable costs and will refund the balance of fees paid by the students to THE DISTRICT.

In the event of the U.S. State Department issuing a travel warning which advises U.S. citizens not to travel to Italy, or if they are already in Italy to leave it, AIFS will:

- If the program has not started, cancel the program and refund all fees paid.

- If the program has started, suspend the program and fly the students home. Students will receive a pro-rata rebate of fees paid to AIFS for the proportion of the program not completed, less the $50 application fee, the $250 enrollment deposit, a $75 insurance premium, and any costs incurred flying the student home.
H. That it will maintain liability insurance coverage during the term of this Agreement with the following minimum coverage:

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

Excess Liability Coverage $49,000,000

Total Liability Coverage $50,000,000

IV. INDEMNIFICATION

AIFS hereby agrees to indemnify and hold THE DISTRICT harmless for any and all liability, obligation or expense incurred by THE DISTRICT and arising from any wrongful or negligent acts or omissions of AIFS, its employees or agents in connection with the performance of this Agreement. THE DISTRICT hereby agrees to indemnify and hold AIFS harmless for any and all liability, obligation or expense incurred by AIFS arising from any wrongful or negligent acts or omissions of THE DISTRICT, its employees or agents in connection with the performance of this Agreement.

V. ASSIGNMENT

Neither THE DISTRICT nor AIFS may assign this Agreement without the prior written consent of the other.

VI. NOTICE

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

Carola Smith
Director, Study Abroad
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109

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

Sir Cyril Taylor, Chairman
AIFS
River Plaza, 9 West Broad Street
Stamford, Connecticut 06902-3788

VII. CONSTRUCTION AND SCOPE

This Agreement shall be interpreted under the laws of the State of California, United States, and shall inure to the benefit of the parties hereto, their successors and assigns. Time shall be of the essence in each term and provision of this Agreement and no term or provision may be modified orally or in any other manner than by writing signed by all the parties hereto or their respective successors in interest.

VIII. NOT CONSENT TO SUE

The provisions, terms and conditions of this Agreement shall not be construed as a consent of the State of California to be sued because of such Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

SANTA BARBARA CITY COLLEGE DISTRICT

By: 

As its: **Vice President, Business Services**

Date: 

Attest: 

AMERICAN INSTITUTE FOR FOREIGN STUDY, INC.

By: 

As its: **Senior Vice President, Director of Enrollment Management**

Date: 

Attest:
INTERAGENCY AGREEMENT
BETWEEN THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
AND THE
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
(CALIFORNIA COMMUNITY COLLEGES AUXILIARY ORGANIZATION)
SITE LICENSE

SUMMARY

The Santa Barbara Community College District (community college or district name) grants a site license to the Foundation for California Community Colleges (Foundation) for the use of college facilities in support of the State of California’s BAR Smog Referee and student training program.

BACKGROUND

The Foundation for the California Community Colleges has entered into an agreement with the State of California, Bureau of Automotive Repair (BAR) to provide referees to hear consumer complaints and negotiate reasonable results in those disputes, and to train student technicians to perform the necessary technical services in the State’s Smog Check program. The goal of the Foundation and the California Community Colleges is to help improve the quality of the air in California while training College students in critical technical services and provide to the citizen, consumer, and taxpayer, economical alternatives associated with vehicle ownership and a safer and healthier living environment. Funds earned through the program may be used by the Foundation through grants to enhance the educational programs of the California Community College system.

BAR is the nation’s foremost automobile regulatory system. Each year, BAR:

- Revokes approximately 300 registrations and licenses;
- Suspends operations in over 130 shops;
- Places over 100 repair facilities on probation; and
- Returns over $5 million to California consumers in refunds, rework, and adjustments.

During the 2002/2003 Fiscal Year, BAR negotiated $5.2 million worth of refunds, rework, or adjustments from auto repair shops on behalf of consumers. These activities...
rely on a well-trained cadre of referees and technicians to deliver these benefits to the consumer and the industry.

AGREEMENT

Accordingly, this Agreement grants a license to the Foundation for the use of College facilities and equipment (the Site) necessary to conduct a Referee and Student Technician Training Program (the Program). The Program combines the public services of a Smog Check Referee Program with a training program for students in California community colleges.

This Agreement is entered into by and between the Foundation and Santa Barbara Community College District (College or District). The term of this Agreement will be from September 30, 2004 through September 30, 2005, after which Foundation will have three one-year options to renew.

The parties mutually agree to the following terms and conditions:

Article I Responsibilities of the College

A. Site

1. The College will provide a Site, as defined in Attachment I, Site Requirements, for a Smog Check Station (the Facility) at which the smog check referee functions described in Attachment II, Referee Site Functions & Referee Duties, will take place.

2. The Foundation and BAR will have ready access to the Site to install BAR automotive emissions testing equipment, office furniture, equipment and supplies, signage, and other appropriate items.

3. The Foundation and BAR will have ready access to the Site to make such modifications to the Site as are agreed by the College and the Foundation, as described in Attachment III, Site Modifications.

4. The Site will be available for Operations on the days and during the hours specified in Attachment I, Site Requirements. The College will provide open access to Facility staff to allow these daily operations, consisting of vehicle smog emissions testing, inspections, evaluation, and administration.

5. The College will maintain the Facility building and surrounding grounds.

6. The College will promptly supply campus and area maps, directions, and other Site information to the Foundation...
within ten (10) business days of execution of this Agreement, and within ten (10) business days after the date of each subsequent request.

B. Personnel

1. The College will have one (1) program representative (College Representative), who will be the key point of contact between the College and the Foundation. The College Representative will be readily available to communicate with the Foundation by phone, letter, and electronic mail.

C. Fiscal Responsibilities

1. The Foundation will pay on a monthly basis the license fee specified in this Agreement. The payment will be sent no later that the fifteenth (15th) day of the month for which the payment is due.

Article II Responsibilities of the Foundation

A. Site

1. The Foundation will manage the provisions, per the Funding Agreement, of all testing equipment, office furniture and supplies, signage, and other items it deems necessary to administer the Program at the College Site.

   a) The Foundation will manage for BAR the provision to the College of the following testing equipment and supplies:

   (1) If the College is in an Enhanced Area of the state, or if the College is in a Basic Area of the state and provides BAR 97 training to its students, the College will give the Foundation access to the College’s Emissions Inspection System (EIS).

   (2) All Sites will be equipped with diagnostic equipment, tools (e.g., wrenches, screwdrivers, etc.), books, manuals, copy machine, desks, chairs, telephone answering machine, cash management equipment (e.g., cash register, receipts), and general office supplies for use by Foundation staff.
(3) The Foundation will manage the provision to the College of brochures and other pamphlets for the general public.

b) The Foundation will install appropriate computing and telecommunication lines and equipment at the Site, where necessary.

c) The Foundation will permit the College to use the Site for student training and courses when it is not in use for official Smog Check Referee and Student Technician Training Program Operations.

d) The Foundation will permit the College to have its students visit the Facility during Facility Operations, under the supervision of the College, for student field trips, with prior permission of the Foundation.

2. The Foundation may make such modifications as it deems necessary, after consultation with the College, to establish a safe, convenient, and comfortable waiting area for the consumer at the Site, which will be separated from the automotive testing and inspection area. The waiting area will be located as described in Attachment I, Site Requirements. The College will provide the Foundation with a map to the waiting area within ten (10) days of execution of this Agreement.

3. The Foundation will procure and maintain throughout the entire life of this Agreement, General Liability/Property Damage insurance, including Garagekeepers Liability insurance, at $3 million ($3,000,000) combined single limit. The Foundation will designate the District, the College, its Board of Trustees, and its officers, agents, representatives and employees as additional named insureds and will provide to the College appropriate Certificates of Insurance and endorsement.

4. The Foundation agrees to indemnify, defend and hold harmless the College, its officers, agents and employees from any and all third party claims and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Foundation or any of its agents, subcontractors, employees, suppliers, laborers, or and other person, firm, or corporation.
furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement. Such defense and payment will be conditional upon the following:

a. The College will notify the Foundation of any such claim in writing and tender the defense thereof within a reasonable time; and

b. The College will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that
   (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future Foundation operations or liability, or when involvement of the Foundation is otherwise mandated by law, the Foundation may participate in such action at its own expense with respect to attorneys’ fees and costs (but not liability);
   (ii) the Foundation will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the Foundation will reasonably cooperate in the defense and in any related settlement negotiations.

B. Personnel

1. The Foundation will provide a Program Manager to oversee the Program. The Program Manager will be the primary contact of the College Representative. The Program Manager will be readily available to communicate with the College Representative by phone, letter, and electronic mail.

2. The Referee is an employee of the Foundation and will work with the designated College Representative in managing the Site.

C. Fiscal Responsibilities

1. The Foundation will pay to Santa Barbara Community College the sum of $1,000 (one thousand dollars) per month as a facilities and equipment use licensing fee for the use of the Facility and Equipment as permitted herein. The fee will be due on the first day of each month during the term of this Agreement.

Revised 9-6-04
The check should be made payable to: Santa Barbara
Community College and mailed to:
Santa Barbara City College
Attn: Erika Endrijonas
721 Cliff Drive
Santa Barbara, CA 93109

2. The Foundation reserves the right to withhold the facilities
equipment and licensing fee payments to the College if its
performance does not comply with the terms of this
Agreement.

Article III  General Provisions

This Agreement incorporates by reference the General Provisions,
Specifications, and Definitions attached hereto as Attachments I, II, III,
IV, and V.

In witness whereof, the Parties hereto have executed this Agreement per
the dates and signatures below.

Foundation for the California Community Colleges

___________________________________________________________________
Arthur S. Chen, Jr.  Vice President  Date

Santa Barbara City College

[Signature]

JOSEPH E. SULLIVAN
Printed Name

Vice President, Business Services
Title

Revised 9-6-04
ATTACHMENT I

Site Requirements

1. **Hours of Operation.** The College will provide access for the days and hours specified below. The College will be responsible for opening any gates or exterior entrances to the Site in addition to opening automotive technology.

   The Site may be open for Operations: Monday through Friday, 7:00a.m. – 5:00p.m.

2. **Automotive Lane.** Access to an automotive bay/lane either in, or close to, Automotive Technology. If the Site is located in an Enhanced Area, access will be provided to a bay where the BAR 97 and dynamometer are located.

3. **Office Space.** Adequate space close to the automotive lane, where a desk, storage or file cabinet, bookshelf, and other equipment can be placed. The Foundation prefers that the furniture and equipment be located in a separate area that can be locked at the end of each day.

4. **Facility and Equipment Maintenance.** The College will maintain the Facility building and surrounding grounds. The College and Foundation will keep the Facility clean at all times. If the either party uses equipment owned by the other party, it will pay for the maintenance of the equipment proportionate to the use.

5. **Parking.** Two parking spaces for waiting vehicles, one suitable for handicapped access, will be provided close to the automotive bay. Parking for the Referee and student technicians will be arranged with the College, but need not be in immediate proximity to Automotive Technology.

6. **Signage.** The Foundation will provide sandwich board signs and one building sign to direct customers to the Site. The Foundation will work with the College to ensure the signs meet the specifications required by the College.

7. **Customer Waiting Area.** The College will provide space for a small motorist waiting area, or access to the campus lounge or cafeteria. The Foundation will ensure that customers are restricted to the designated area at all times.

   The waiting area is currently designated as the 123D Referee area or the College cafeteria.

8. **Restrooms.** The College will provide reasonable access to restroom facilities for Foundation staff and customer use. The restroom facilities must meet ADA standards. The College will ensure regular maintenance and upkeep or the public restrooms, including keeping the restrooms stocked with adequate paper supplies.
9. **Security.** The College will specify what type of security is currently in place at the Site and what the basic security requirements are for the College. The Foundation will supplement the security as deemed necessary by both parties.

10. **Safety.** The College and the Foundation will ensure that the Site is free from hazards to the public.
ATTACHMENT II

Site Modifications

Santa Barbara City College, Santa Barbara Community College District

The College and the Foundation agree that the following modifications will be made to the Site by the Foundation:

None.
Referee Site Functions & Referee Duties

The Smog Check Referee Program will provide a public service for motorists who need additional testing on their vehicles. Motorists must schedule their appointments in advance by calling an “800” number that connects to scheduling operators in the Central Call Center. Appointments are scheduled at 50-minute intervals. There will be no “walk-in” appointments, except as time permits.

Referees assist motorists who are unable to obtain smog certificates for their vehicles from a Smog Check station. This task is to be accomplished with as little inconvenience to the motorists as possible. The Referee inspects and tests vehicles to determine whether the vehicle should be given a smog certificate, or whether it should be sent back to a Smog Check station for repairs. The Referee is responsible for providing information to motorists, Smog Check technicians, and others needing assistance.

The Referee actions will include testing vehicles on state-of-the-art diagnostic equipment. Each test takes twenty-five (25) minutes, with five (5) minutes of vehicle run-time on the equipment. The remainder of the time is set aside for customer service, stationary vehicle inspection, recordkeeping, and data entry.

Referee Duty Statement

The Referee is responsible for the daily operations of the Referee Site. In principle, these functions should be the same for all locations. The Referee’s responsibilities include, but are not limited to, the following:

1. Overseeing daily Site Operations including all monetary transactions and deposits.
2. Maintaining an orderly flow of scheduled appointments.
3. Ensuring, with assistance from the program manager that there is adequate Site availability for motorists.
4. Obtaining equipment and office supplies.
5. Ensuring sufficient staffing of assistants during normal operating hours.
6. Interviewing, hiring, and evaluating employee performance. Applicants enrolled as students at the College will be given full priority for positions if they meet the established qualifications.
7. Assuring that the Student Technicians receive appropriate training in safe equipment operation. The Foundation will assume all liability for Student Technicians, and hold harmless the College, the District, and its employees and representatives, in any legal actions regarding Student Technicians.
8. Supervising the Student Technicians in all daily tasks.

9. Maintaining Site records on all actions, and issuing all required reports.

10. Ensuring the cleanliness and maintenance of the Facility, and of the machines used by the Referee Student Technician Training Program.

11. Interacting with the customers and displaying a high level of service.

12. Performing all testing procedures and engaging in required referee actions.

13. Performing other functions as required.
ATTACHMENT IV

General Provisions

A. Disputes

In the event of a dispute between the College and the Foundation, each party agrees to file a “Notice of Dispute” with the other party within ten (10) business days of the discovery of the problem. Within ten (10) business days of the filing of the Notice, the parties will meet in a mutually agreeable manner for the purpose of resolving the dispute. If the dispute cannot be resolved to the satisfaction of both parties, then an impasse will be declared. Upon impasse, all agreements will be terminated, and the Foundation will remove all of its property from the Santa Barbara City College within fourteen (14) calendar days of the declaration of impasse. All College facilities and equipment will be left in fully operational condition, with full containers of calibration gases and “zero” air, and filters to continue operations. In the event of any default or breach by the College/District, the Foundation will pay the College/District only the reasonable value of its services theretofore rendered satisfactorily, as may be agreed by the parties, or determined by a court of law.

B. Prior and Supplemental Agreements

This Agreement supersedes and makes null and void any prior agreements between the parties that conflict with the terms of this Agreement. To the extent that any documents conflict with the terms of this Agreement, this Agreement will control, unless otherwise agreed in writing by the parties.

C. Changes to Terms

Any changes or modifications to said terms require advance written approval by the Program Manager if the College seeks the change, or by the College Representative if the Foundation seeks the change. All changes must be mutually agreeable to both parties. No oral understanding or agreement will be incorporated herein or binding on either party to this Agreement.

D. Confidentiality

All parties to this Agreement will maintain as confidential all information obtained as a result of participating in this Agreement. No party will disclose such information to any other person or entity without prior written authorization by the appropriate representative of the other party.

E. Assignment

This Agreement is not assignable by either the College or the Foundation, either in part or in whole, without prior written consent of the other party to
this Agreement. Any assignment without prior written consent of the other party is void.

F. Governing Law

It is agreed that the law of the State of California will govern this Agreement.

G. Time Is of the Essence

The timing for performance of tasks necessary for the operation of this Agreement will be stated prior to implementation of this Agreement. The timing for performance of tasks may be changed by written agreement, after consultation between the parties. The date of completion of this Agreement, and any payment amounts specified herein, may only be altered by formal amendment of this Agreement.

H. Ownership of Data

Data and reports developed for and under this Agreement will become the property of the Foundation. Such data or reports will not be disclosed without prior written permission by the Program Manager.

I. Termination

This Agreement may be terminated by either party upon providing written notice to the other party thirty (30) days before the termination date.

J. Notices

1. Notice to the Foundation may be given by certified mail, postage fully prepaid, to the following person and address:

   Foundation for California Community Colleges
   Director of B.A.R. Programs
   1102 Q Street, Third Floor
   Sacramento, CA 95814

2. Notice to the College/District may be given by certified mail, postage full prepaid, to the following person and address:

   FRIKA ENDRIJONAS
   SANTA BARBARA COMMUNITY COLLEGE DISTRICT
   721 CLIFF DRIVE; SANTA BARBARA, CA 93109-2394
3. Such notice will be effective when received, as indicated by post office records. If deemed undeliverable by the post office, such notice will be effective nevertheless fifteen (15) days after mailing.

4. Alternatively, notice may be given by personal delivery such as Federal Express, United Parcel Service, or other licensed courier services, to the addresses provided above. Such notice will be deemed effective when delivered unless a legal holiday commences during said twenty-four (24) hour period, in which case the effective time of the notice will be postponed twenty-four (24) hours for each intervening day.

K. Non-Discrimination

The College/District and the Foundation agree that there will be no discrimination against, or segregation of, any person or group of persons on account of sex, marital status, race, age, physical or mental disability, color, religion, creed, or national origin or ancestry in the use or enjoyment of the Facilities and the Program, nor will the College/District or Foundation or any person claiming under or through them, establish or permit any such practice or practices of discrimination or segregation concerning the use or occupancy of the Facilities by the Foundation. The Foundation will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
ATTACHMENT V

Definitions

Smog Check Referee Program. The Foundation will design and manage the Program in accordance with BAR requirements. Foundation management will include development of a system of schedule motorists, who are unable to obtain a smog certificate for their vehicle from a Smog Check station, to the Referee Site. The Referee inspects and tests vehicles and determines if the vehicle should be given a smog certificate. The Referee is responsible for providing information to motorists, Smog Check technicians and other needing assistance.

Student Technician Program. One intention of the Program is to provide training to California students to obtain work-ready skills as Automotive Technicians. Consequently, the Foundation will ensure that Student Technicians obtain training and job experience as Automotive Technicians with the intent that the technicians can pursue related employment in the public or private sector.

Business Days are defined as weekdays and Saturdays.

In a Basic Area motorists can take their cars to any facility offering a smog test. Testing is every other year at registration time or when a car changes ownership.

Change-of-Ownership Areas are the least populated counties. Smog Checks are only required when a car changes owners.

An Enhanced Area is considered by the Air Resources Board and U.S. Environmental Protection Agency to have the most serious air quality problems. Smog Checks are done every two years in these areas. Testing on a dynamometer (see BAR 97 definition above) will be mandatory in Enhanced Areas. Enhanced Areas are typically urbanized areas.

A Referee is a Foundation employee at a College Facility who is responsible for inspecting and testing vehicles, determining if vehicles should be granted a smog certificate or sent back to a Smog Check station for repairs, and supervising, training and mentoring Student Technicians. The Referee is responsible for providing information to motorists, Program technicians, the College Representative, and others needing assistance. The types of vehicle problems the Referee will handle include those listed in Attachment III, Referee Site Functions & Referee Duties.

In A Sound Test Program, the Referee tests the exhaust noise level of vehicles. A decimeter is used in compliance with BAR direction and SAE standards. Only motorists receiving a citation for violation of Vehicle Code §27150 and/or §27151 will be required to be tested.

A Student Technician assists the Referee, while being trained in the skills required of Student Technicians. The Referee will serve as mentor, trainer, and supervisor. All Student Technicians must be students enrolled in six units of classes per semester at a California community college.
The Call Center is located in Sacramento and serves the entire state. The primary purpose of the Call Center is to receive motorist calls and to schedule appointments at the Referee Sites. At the Call Center, motorists will be able to contact a technical director, who can handle disputes that could not be resolved at the Referee Site. An "800" number will be provided for motorists’ convenience.
**COUNTY OF SANTA BARBARA**

**PURCHASING AGENT**
105 EAST ANAPAMA ST. RM. 304
SANTA BARBARA, CA 93101

**SANTA BARBARA CITY COLLEGE**

**FEB 18 2005**

**BUSINESS SERVICES**

**SUPPLIER:**
Attn: S B CITY COLLEGE DISTRICT
721 CLIFF DRIVE
SANTA BARBARA, CA 93109

Phone: (805)-965-0581
Fax: (805)-963-7222

**SHIP-TO:**
ADMHS - FISCAL CONTRACTS
CATHY FOX
315 CAMINO DEL REMEDIO, RM 210
SANTA BARBARA, CA 93110
Phone: 805/681-5168

**BILL TO:**
ADMHS - FISCAL CONTRACTS
CATHY FOX
315 CAMINO DEL REMEDIO, RM 210
SANTA BARBARA, CA 93110
Phone: 805/681-5168

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Santa Barbara City College (15009) SERVICE CONTRACT
GENERAL: PROVIDE COORDINATION AND OUTREACH SERVICES IN ISLA VISTA, FOR THE SIG GRANT AS PER ATTACHED ADDITIONAL TERMS AND CONDITIONS FOR SERVICES OF INDEPENDENT CONTRACTOR.

**CONTRACT PERIOD:** Start date, as directed. Termination date, as directed and NO LATER THAN JUNE 30, 2005.

**LIMITATIONS:** Total expenditure for the period shall not exceed $17,655.00. 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. 08/24/04) 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 (FAX #805-568-2705).

Accepted By: (X)

Print Name/Title: JOE SULLIVAN, VP BUS. SVCS Date: ______________

Applicable License # (Medical/Contractor/Etc): ______________

| Tax 1: | 0.00 |
| Tax 2: | 0.00 |
| Total: | 17,655.00 |

(1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
(2) Mail invoices prepared in triplicate unless indicated otherwise (include your taxpayer I.D. on invoice to the county), to the 'Bill to' address.
(3) All duty and/or taxes must be shown separately on invoice where applicable.
(4) This order is subject to the terms and conditions stated.
(5) See reverse for non-discrimination in employment, hazardous chemicals, equipment safety standards.

---

**John H. McMillin**
COUNTY OF SANTA BARBARA

Supplier
STANDARD TERMS & CONDITIONS
FOR INDEPENDENT CONTRACTORS

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("County") by its Purchasing Division ("Purchasing"), and the individual or entity identified as "Vendor" on the Contract form to which this document is attached ("you/you/your"), including your agents, employees or subcontractors. Your signature means you've read and accepted these terms and conditions.

1. SCOPE OF SERVICES/COMMISSION. You agree to provide services to us, and we agree to pay you, according to the attached Statement of Work. (The term "Statement of Work" refers to all attached language describing the services to be performed and the compensation to be paid, whether found in a Proposal, Estimate, Quote, correspondence, and/or any other attached document, and includes the narrative text appearing on the Contract form, plus any subsequent amendment.) All work to be performed under the direction of the "Designer" (that is, the person designated by the department identified in the Ship-To box on the Contract form). Payment will be subject to satisfactory performance as determined by the Designer. You will be entitled to reimbursement for only those expenses specifically identified in the Statement of Work.

2. STATUS AS INDEPENDENT CONTRACTOR. You will perform all of your services under this Contract as an independent contractor and not as our employee. You understand and acknowledge that you will not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. You warrant that you are authorized by law to perform all work contemplated in this Contract, and you agree to submit, upon request, verification of licensure or registration, or other applicable evidence of official sanction.

3. BILLING & PAYMENT. You must submit your invoice, which must include the contract number we assign (see Contract form), to the Bill-To address on the Contract form, following completion of the increments identified in the Statement of Work. Unless otherwise specified in the Contract, we will pay you within thirty (30) days from presentation of invoice.

4. TAXES. We will not be responsible for paying any taxes on your behalf, and should we be required to do so by state, federal, or local taxing agencies, you agree to promptly reimburse us for the full value of such taxes paid plus interest and penalties assessed, if any. These taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

5. CONFLICT OF INTEREST. You covenant that you presently have no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. You further covenant that in the performance of this Contract, you will employ no person having any such interest.

6. OWNERSHIP OF DOCUMENTS. We will be the owner of the following items incidental to this Contract, upon production and whether or not completed: all data collected, all documents of any type whatsoever (paper or electronic), and any material necessary for the practical use of the data and documents from the time of collection and/or production, whether or not performance under this Contract is completed or terminated prior to completion. You will not release any materials under this paragraph except after our prior written approval.

6.1. Copyright. No materials produced in whole or in part under this Contract will be subject to copyright in the United States or in any other country except as determined by our sole discretion. We will have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

7. RECORDS, AUDIT, AND REVIEW. You must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of your profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. We will have the right to audit and review all such documents and records at any time during your regular business hours or upon reasonable notice.

8. INDEMNIFICATION PERTAINING TO PROFESSIONAL SERVICES. You will indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof, including any willful misconduct, negligent act or omission to act on your part, or your agents or employees or other independent contractors directly responsible to you, to the fullest extent allowable by law. You must notify both the Designer and Purchasing immediately in the event of any accident or injury arising out of or in connection with this Contract.

9. INDEMNIFICATION PERTAINING TO OTHER THAN PROFESSIONAL SERVICES. You will defend, indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Contract or occasioned by the performance or attempted performance of the provisions hereof, including but not limited to, any act or omission to act on your part, or that of your agents or employees or other independent contractors directly responsible to you, except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the County. You must notify both the Designer and Purchasing immediately in the event of any accident or injury arising out of or in connection with this Contract.

10. INSURANCE. Without limiting your indemnification of the County, you will procure the following required insurance coverage at your sole cost and expense. All insurance coverages are to be placed with insurers which have (1) a Best's rating of no less than A: VII and 2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the County Risk Manager. This insurance coverage must be maintained throughout the term of this Contract. Failure to comply with the insurance requirements will place you in default. Upon our request, you will provide a certified copy of any insurance policy within ten (10) working days.

10.1. Workers' Compensation Insurance. Statutory Workers' Compensation and Employers Liability Insurance shall cover all your staff while performing any work related to the performance of this Contract. The policy must provide that no cancellation, modification in coverage, or expiration will be effective or occur until at least thirty (30) days after we receive notice of that event. If you are legally self-insured, you will furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if a) you have no employees as defined in Labor Code Section 3350 et seq., during the entire period of this Contract, and b) you have submitted to Purchasing a document stating that fact.

10.2. General and Automobile Liability Insurance. Your general liability insurance must include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations by you and shall include contractual liability coverage sufficiently broad as to include the insurance liability assumed by you in the indemnity and hold harmless provisions of the Indemnification Section(s) of this Agreement between you and the County. The automobile liability insurance must cover all owned, non-owned and hired motor vehicles that are operated on your behalf pursuant to your activities hereunder. You are required to include all subcontractors under your policies or furnish separate certificates and endorsements to meet the standards of these provisions, by each subcontractor. The County of Santa Barbara, its officers, employees, and agents shall be Additional insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each to be included in the policies. A copy of the endorsement evidencing that the County has been added as an additional insured on this policy must be attached to the certificates of insurance. The limit of liability of each policy or policies for personal and automobile liability insurance shall not be less than $1,000,000 per occurrence and $2,000,000 in the aggregate. Any deductible or Self-Insured Retention (SIR) over $10,000 requires approval by the County. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. The policy or policies must contain a provision of the following form: "The insurance afforded by this policy shall be primary and if the County has other valid and collectible insurance, that other insurance shall be excess and non-contributory. If the policy is a "claims made" policy, you will maintain such a claims made policy for a minimum of three (3) years after expiration of the contract. The policy or policies must provide that we will be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

11. PROFESSIONAL LIABILITY INSURANCE. For those agreements where required, professional liability insurance shall include coverage for the activities of your professional staff with a combined single limit of not less than $1,000,000 per occurrence or claim and $2,000,000 in the aggregate. Said policy or policies shall provide that County shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy is a "claims made" policy, you will maintain such a claims made policy for a minimum of three (3) years (ten (10) years for Construction defects Claims) after the expiration of the contract.

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12. **COMPLIANT COVERAGE.** In the event the you are not able to comply with the our insurance requirements, the County may, at its sole discretion and at the your expense, provide compliant coverage.

13. **CERTIFICATE(S) OF INSURANCE.** You must submit to Purchasing your Certificate(s) of Insurance and necessary endorsements documenting the required insurance as specified above prior to this Contract becoming effective. You must ensure that current Certificate(s) of insurance are at all times available in the Purchasing office as a condition precedent to any payment by County under this Contract. Our approval of any insurance shall neither relieve nor decrease your liability under this Contract.

14. **PERIODIC REVIEW OF INSURANCE.** The above insurance requirements are subject to periodic review by the County. The County’s Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonably based on changed risk of loss or on general risk of claims against the County or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of County’s risk and such change of provisions will be in effect for the term of the amended Agreement. Such change requiring additional types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. You agree to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

15. **NONDISCRIMINATION.** The County’s Unlawful Discrimination Ordinance (Article XII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and you agree to comply with that ordinance.

16. **NONEXCLUSIVE AGREEMENT.** You understand that this is not an exclusive Contract and that we have the right to negotiate with and enter into contracts with others providing the same or similar services as those you provide. You must disclose to Purchasing any other contracts under which you are providing services to the County.

17. **ASSIGNMENT.** You will not assign any of your rights nor transfer any of your obligations under this Contract without our prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

18. **TERMINATION.** For Convenience: Either you or we may, for any reason, prior to the expiration date of this contract, terminate this contract upon thirty (30) days notice in writing to the other. For Cause: Upon a material breach of the Contract by either you or us, the other may terminate by written notice as specified in paragraph 18.

18.1. **Work In Progress.** Unless otherwise directed in the notice of termination, all work under the Contract must be immediately halted, and you must deliver to us all documents specified in paragraph 6.

18.2. **Payment.** We will pay you for services evident to, and performed to the satisfaction of, the Designee prior to notice of termination. However, in no event will we pay you any amount that exceeds the stated value of this Contract, nor for profit on unperformed portions of service. You must provide to us, if requested, such financial information as we determine necessary to assess the reasonable value of any services you may have performed prior to any termination. In the event of any dispute, our conclusion will be final and binding. These provisions are cumulative and will not affect any right or remedy which we may have in law or equity.

19. **NOTICE.** From You: You must send or deliver any required notice to both the Designee and to Purchasing at the addresses appearing on the Contract form. From Us: Either Designee or Purchasing must send or deliver any required notice to you at the address last known to the sender, with a copy also sent to the other of us. Effective Date: Notices mailed by US Postal Service first-class, receipt of which is unacknowledged, are effective three days from date of mailing. Other notices are effective upon delivery by hand, proof of delivery by common carrier, or acknowledgment of receipt, whichever is earlier.

20. **AMENDMENT.** This Contract may be altered, amended or modified only by an instrument in writing executed by Purchasing and by no other means.

21. **PARKING.** This Contract does not entitle you to park in any County lot at the Santa Barbara downtown complex. Failure to comply may result in your vehicle being ticketed or towed without notice. Exceptions for extraordinary circumstances may only be made upon prior written approval of the Parking Coordinator (568-2850). For on-street parking for construction or delivery operations, you may instead write to seek a "Parking Restriction Waiver Permit" from the City of Santa Barbara (594-5385). Public parking lots are available across from the County's downtown complex along Anacapa Street.

22. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must be filed in the County of Santa Barbara, in its state court, or in the federal district court nearest to Santa Barbara County, in federal court.

23. **PRECEDENCE.** In the event of conflict between the provisions contained in these numbered paragraphs and the provisions contained in the Statement of Work, the provisions of this document shall prevail unless 1) otherwise specified on the Contract form to which this document is attached, or 2) waived by amendment hereon with dates initialed of Purchasing staff.
Agreement

ADDITIONAL TERMS & CONDITIONS FOR SERVICES OF INDEPENDENT CONTRACTOR

NOW, THEREFORE, in consideration of the mutual convenants and conditions contained herein, the parties agree as follows:

1. STANDARD OF PERFORMANCE AND SCOPE OF SERVICES. YOU represent that YOU have the skills, expertise, and licenses and/or permits necessary to perform the services required under this Agreement. Accordingly, YOU shall perform all such services in the manner and according to the standards, observed by a competent practitioner of the same profession in which YOU are engaged. All products of whatsoever nature, which YOU deliver to US pursuant to this Agreement, shall be prepared in a first-class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in YOUR profession. YOU shall correct or revise any errors or omissions, at OUR request, without additional compensation: Permits and/or licenses shall be obtained and maintained by YOU without additional compensation.

2. RESPONSIBILITIES OF US. WE shall provide all information reasonably necessary by YOU in performing the services provided herein.

3. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

5. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

6. NO WAIVER OF DEFAULT. No delay or omission of the parties to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy given by this Agreement to parties shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of either party.

7. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties. There have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. Each party waives its future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral Agreements, course of conduct, waiver or estoppel.

8. COMPLIANCE WITH LAW. YOU shall, at YOUR sole cost and expense, comply with all county, state, and federal ordinances and statutes now in force or which may hereafter be in force with
regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission by YOU in any action or proceeding against YOU, whether WE be a party thereto or not, that YOU have violated any such ordinance or statute, shall be conclusive of that fact as between YOU and US.

9. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

10. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s), and have complied with all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement. Furthermore, by entering into this Agreement, YOU warrant that YOU shall not have breached the terms or conditions of any other contract or Agreement to which YOU are obligated which breach would have a material effect hereon.

11. **DISPUTE RESOLUTION.** Any dispute or disagreement arising under this Agreement shall first be addressed and resolved at the lowest possible staff level between the appropriate representatives of YOU and US. If it cannot be resolved at this level, it is to be elevated to YOUR Program Manager(s) and OUR relevant Program Manager. If the Program Manager(s) cannot resolve the dispute they are to take one of the following actions:

   A. Decision – Each party shall reduce the dispute to writing and submit it to the appropriate ADMHS Assistant Director. The Assistant Director shall assemble a team to investigate the dispute and to prepare a written decision. This decision shall be furnished to YOU within thirty (30) days of receipt of the dispute documentation. This decision shall be final unless appealed within ten (10) days of receipt.

   B. Appeal – YOU may appeal the decision (Item A above) to the Santa Barbara County, Alcohol, Drug, and Mental Health Services (ADMHS) - Director, or designee, at 300 North San Antonio Road, Santa Barbara, CA 93110. The decision of the ADMHS-Director shall be put in writing within twenty (20) days and a copy thereof mailed to YOUR address for notices. The ADMHS-Director’s decision shall be final.

   C. Pending final decision of the dispute hereunder, YOU shall proceed diligently with the performance of this Agreement.

   D. The finality of appeal described herein is meant to imply only that recourse Resolution of disputes through this particular Dispute Resolution mechanism has been concluded. This is in no way meant to imply that the parties have agreed that this mechanism replaces either party’s rights to have its disputes with the other party heard and adjudicated in a court of competent jurisdiction.

12. **COMMUNICATION.**

YOU are required, within any information including public materials or announcements in reference to the program(s) funded herein to acknowledge that the Santa Barbara County, Alcohol, Drug, and Mental Health Services Department funds the program(s), either in its entirety or in part, and
include the provisions under "No Unlawful Use or Unlawful Use Messages Regarding Drugs", per Exhibit A, Item 9.

13. BOOKS AND RECORDS.

A. YOU shall maintain and make available to the ADMHS-Director or designee, state or federal agency, all documents related to YOUR program activities in discharging YOUR obligations for each "Project" under this Agreement. Such documents shall be retained for a minimum of five years notwithstanding any requirements in state or federal statute or regulation for a longer retention period specified for certain records. Service documentation for each "Project", shall be in sufficient detail to make possible an evaluation of service quality and shall contain all client descriptive and contract performance information necessary for COUNTY program management purposes and for reporting statistical data to the State Department of Alcohol and Drug Programs (State ADP). Contract service records for each "Project" shall be maintained utilizing forms developed or approved by US.

i. Records of Treatment Services: For each "Project" contained herein, YOU shall maintain and furnish to US upon request records on each client receiving treatment services. Such records and forms shall include but are not limited to: documentation of registration; consent for treatment; release of information; an initial problem assessment; client rights / duty to warn; medical history; TB screening; treatment plans including the plan revision / review; waiting list; clinical records; progress notes; discharge summary; documentation of any aftercare or follow-up contacts; and any other reports or data required by state or federal funding sources. COUNTY, at its option, may take custody of YOUR client records upon termination of services. Client treatment records shall be retained for a minimum of seven- (7) years from the last date of service.

ii. Records of Prevention Services:

   a. Primary Prevention. — YOU shall maintain records documenting the provision of such services if described in Exhibit A of this Agreement. Such records shall include documentation of staff hours devoted to providing such services, records of the type, content, episodes, and duration of services provided, records of attendance of service recipients, information regarding characteristics of service recipients. YOU shall furnish to US, on a monthly basis and also at year-end, State ADP reports [i.e. Prevention Activities Data Systems (PADS)] documenting YOUR prevention activities. YOU shall also provide US other supportive documentation to substantiate success of YOUR program(s).

   b. Secondary Prevention. — YOU shall maintain records documenting the provision of such services if described in Exhibit A of this Agreement. In the case of services provided on a group basis, such records shall include, but not be limited to: the documentation of staff hours devoted to providing such service; records of the type, content, episode and duration of services provided; records of attendance of service recipients; and descriptive information regarding characteristics of service recipients. In the case of services provided on an individual basis, such records shall include, but not limited to: a case record for each client documenting an initial problem assessment; an intervention strategy; a record of the services provided and the client's response to those services; and a discharge or referral
summary. In the case of mentoring services, YOU shall furnish to US, on a basis as directed by US, State ADP Reports (i.e. Mentoring Reporting Form) documenting the mentor match hours and services. YOU shall also provide US any other supportive documentation to substantiate the success of the program.

c. Financial Records and Audit: YOU shall establish and maintain complete financial records for each "Project" that clearly reflects the cost of service in accordance with generally accepted accounting principles, and that evidence proper audit trails reflecting the true cost of the services rendered and costs incurred. YOUR financial records shall be maintained on a basis compatible with the contract period and shall be available for inspection by the designated auditors of COUNTY, state, or federal agency at mutually agreeable times during normal business hours.

YOUR financial records and annual audit reports, subject to the provisions outlined in Exhibit B (Items 8 through 11), shall be used to document and support YOUR program service costs. YOUR financial records will not be construed to replace, substitute for or satisfy YOUR obligation to complete and submit to US formal audits or the annual year-end Cost Report.

B. Confidentiality of Records.

YOU agree that all information and records obtained in the course of providing services to clients shall be subject to the confidentiality and disclosure provisions pursuant to State statutes, Title 42, Code of Federal Regulations (CFR), Part 2, Welfare & Institutions Code (W&I), Section 14100.2; Section 11977, Division 10.5 of the Health and Safety Code (HSC); and Title 22, California Code of Regulations (CCR) Section 51009.

YOU shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in Title 42, CFR, Part 2; W&I, Section 14100.2; HSC, Section 11977; Title 22, CALIFORNIA Code of Regulations (CCR), Section 51009, and; Health Insurance Portability and Accessibility Act (HIPPA).

14. TERMINATION.

A. For Convenience. Either party may terminate in whole or in part this Agreement upon thirty-(30) day's advance written notice to the other party. Notwithstanding any other payment provision of this Agreement, WE shall pay YOU for service performed to the date of termination to include a prorated amount of compensation hereunder, less any client fees YOU have assessed, less any payments, if any, previously made by US. In no event will YOU be paid an amount in excess of the full price under this Agreement, or for profit on unperformed portions of service. YOU shall furnish US such financial information necessary to determine the reasonable value of the services rendered. In the event of a dispute as to the reasonable value of YOUR services, OUR decision shall be final. The foregoing is cumulative and shall not affect any right or remedy, which WE may have in law or equity.

B. For Cause. In the event of an unsuccessful dispute resolution, should YOU default in the performance of this Agreement or materially breach any of its provisions, WE may at OUR
sole option, terminate this Agreement by sending YOU (certified mail) thirty-(30) days written notice, which shall be effective upon receipt by YOU.

C. Cessation of Funding. WE shall have the right to terminate this Agreement or any "Project" herein in the event that the County, state or federal funding for this Agreement ceases prior to the termination date specified in this Agreement.

Upon receipt of termination notice YOU shall immediately discontinue all services effected (unless the termination notice directs otherwise), and deliver to US all data, estimates, graphs, summaries, reports, and all other records, documents or papers and electronic media as may have been accumulated or produced, whether completed or in process.

15. **THIS AGREEMENT INCLUDES:**
   A. Exhibit A – Statement of Work
   B. Exhibit B – Payment Arrangements
   C. Exhibit B-1 – Schedule of Rates
EXHIBIT A
STATEMENT OF WORK

1. Santa Barbara City College agrees to provide the following:
   
   A. PRIMARY PREVENTION-Community-Based Process (Service Code 16): This strategy aims to enhance the ability of the community to more effectively provide prevention and treatment services for alcohol, tobacco and drug abuse disorders. Activities in this strategy include organizing, planning, enhancing efficiency and effectiveness of services implementation, interagency collaboration, coalition building and networking.
      
      i. Services will be provided at the following sites:
         a) 721 Cliff Dr., Santa Barbara, CA 93109-2394; and
         b) Isla Vista.
      
      ii. YOU shall provide at a minimum conduct 20 print media promotions for alternative events in Isla Vista and a website promoting alcohol free/alternative events.
      
      iii. Santa Barbara City College (SBCC) agrees to comply with the performance measures and program deliverables developed jointly with US:
         a) SBCC will develop a website to advertise alcohol free/alternative activities occurring in Isla Vista.
         b) SBCC will coordinate with at least 10 other community organizations to increase advertising of alternative activities in Isla Vista.

2. In providing services to youth and developing teen coalitions under this agreement, YOU will notify US immediately of any legal suits, criminal investigation or any other action being initiated against YOU or affects YOUR license or practice, for example, sexual harassment accusations.

3. YOU agree that the ADMHS-Director or designee, state or federal agencies may review and investigate books, records, manuals, procedures, or other documents regarding performance of this contract. WE will conduct monitoring and evaluation of YOUR program on a regular ongoing basis, and YOU agree to participate fully in that process. Such record reviews conducted during the term of this agreement will be held with or without advance notice during normal business hours. YOU agree to participate in quality assurance programs conducted by US.

4. Periodic review meetings between YOUR staff and OUR staff shall be held on administrative, fiscal and overall contract monitoring and staff performance activity. OUR contract monitoring staff, and/or OUR manager, or designee, shall conduct periodic on-site reviews of YOUR program and documentation.

6. DRUG / SMOKE FREE WORKPLACE.

YOU certify under the laws of the State of California that YOU will comply with the requirements of the Drug Free Work Place Act of 1990 (Gov. Code §8350 et seq.) and all local and state ordinances pertaining to the use of tobacco, including Labor Code 6404.5 and the Pro-Children Act of 1994 (Public Law 103-227) which requires enclosed workplaces to be smoke-free.

7. NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES REGARDING DRUGS OR ALCOHOL.

YOU agree that any information including written statements produced with these funds, and which pertains to drug-and alcohol-related projects, events or programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug-or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (Health and Safety Code Section 11999).
Exhibit B

Payment Arrangements
Negotiated Net Amount (NNA)

1. For services to be rendered under this contract, YOU shall be paid at the rate specified in Schedule of Rates (Exhibit B-I), for a total provisional contract amount (including cost reimbursements), not to exceed an amount of $17,655 for the period December 1, 2004 through June 30, 2005; for all Projects listed in Exhibit A.

In no event will YOU be paid an amount in excess of the total contract amount, as stated above, or for profit on unperformed portions of service.

2. MAINTENANCE OF EFFORT.

A. YOU certify that YOU will maintain services, programs, and activity levels that existed prior to receipt of funds under this Agreement. Any state, federal funds, including Substance Crime Prevention Act (SACPA) funds, received by YOU under this agreement will supplement, not supplant, pre existing expenditures for drug treatment, prevention, ancillary services, or any other services that may be funded by US.

In accordance with Title 9, CCR, Section 9530(k) (2), WE shall monitor YOUR program(s) and document activities to ensure that funds received by YOU are not used to supplant funds from any existing fund source or mechanism currently used to provide drug treatment services in the county.

B. YOU are specifically prohibited from using funds from any other source, public or private, to pay YOUR actual reasonable and necessary costs incurred for each "Project" during the term of this contract or up to the time of termination or cancellation of this contract, or any "Project" contained herein as described in Exhibit A. Violation of this provision or use of OUR funds for purposes other than described in Exhibit A shall constitute a material breach of this contract.

C. Funds made available from US, under this Agreement, shall be expended only as indicated in Exhibit A, Exhibit B, and Exhibit B-1. Such funds shall be the sole source of funds paying for the positions, staffing levels, and operational and other costs as contained in the services described in Exhibit A.

3. ALLOWABLE COSTS AND ACTIVITIES.

WE shall pay YOU, for the services YOU provide hereunder, based on YOUR actual reasonable, necessary, and allowable costs incurred for each Project during the term of this contract, or up to the time of termination or cancellation of this Agreement for any Project contained herein, as described in Exhibit A, and in the manner provided by Exhibit B and Exhibit B-1, attached hereto and made a part hereof.

A. In accordance with Title 9, CCR, Section 9530, YOU will obtain written approval from US prior to commencement of any alterations and/or renovation, construction, leasehold improvements, and equipment purchases. In no event will YOU use state or federal funds to purchase land or purchase or construct buildings.
B. With the exception of specific requirements included in (g), (h) and (i) of Section 9530 (Title 9, CCR) determination of allowable and allocable costs for SACPA funding shall be made utilizing the guidelines contained in SACPA and in cost principles published by the Federal Office of Management and Budget (OMB). YOU agree to follow Federal OMB Circular A-122, "Cost Principles for Non-Profit Organizations."

Payment for services and/or reimbursement of YOUR costs shall be made upon YOUR satisfactory performance, based upon the scope and methodology contained in Exhibit A as determined by US, and based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in Exhibit B-1. Invoices YOU submit to US for payment that are based upon Exhibit A and Exhibit B-1 must contain sufficient detail and supporting documentation to enable an audit of the charges.

4. PROPER INVOICE.

Monthly (prior to the tenth day of the month following service) YOU shall submit an electronic invoice to US (adpfinance@co.santa-barbara.ca.us) that is supplied by US, for the services performed over the period specified. YOU must report match funds and "Project" costs to US by location for each "Project", broken down by type of service (modality) and unit of service (i.e. hours/bed days/slot days). YOUR monthly invoice shall be accompanied by all client and service delivery information required by US and the State ADP.

WE will pay the State Incentive Grant invoices monthly, based on monthly financial statement submitted by provider, before the 10th business day of the month following date of service.

Submission of YOUR electronic invoice to US certifies that YOU have read, understand and agree to the following terms printed on the invoice:

"I hereby certify that all units of service, assessed client fees, and clients reported are true and are for purposes in accordance with agreements set forth in the awarded contract. The contract agency, to the best of its knowledge, has fully complied with the terms and conditions of said contract."

5. PAYMENT PROCESSING:

A. WE will evaluate the electronic monthly invoice YOU submit to US. If the cost for the service provided is determined to be appropriate, in accordance with Exhibit A, and Exhibit B-1, then payment processing will be initiated. In no event shall service units from one-month be shifted, added to, or included with another monthly invoice. WE shall pay YOUR monthly invoice(s) for satisfactory work within thirty (30) days of presentation.

B. Subject to OUR approval of YOUR invoice, WE shall reimburse YOU based on YOUR actual costs; for an amount not to exceed 1/12th (or the appropriate proportion of the year contracted) of the contract amount, or as negotiated. In the event YOU report actual costs that exceed, or are less than, 10% of the maximum monthly allowable amount, YOU shall provide US a written explanation. Every three-months (quarterly) WE shall reconcile payments to YOU based on the actual costs and client fees collected and reported by YOU. In no event shall the quarterly adjustment exceed the maximum allowable amount.

i) Based on YOUR monthly invoice and subject to the monthly maximum payment limitation, if it is determined that WE made an error or omission in OUR payment to YOU; WE shall, upon receipt of
YOUR next monthly invoice, correct and include in this invoice any adjustments.

C. Any invoice(s) that WE identify as having errors or omissions shall be immediately returned to YOU for correction.

D. If YOU discover any errors in YOUR monthly invoices, YOU shall report them to US, regardless if they are monetary or not. In the event YOU identify a reporting error on a monthly invoice, already submitted to US, YOU will notify US immediately of the error. Any corrections to the current monthly invoice shall be correct by YOU and returned to US within thirty- (30) days, or prior to submitting YOUR next monthly invoice, whichever is sooner. Upon YOUR review and approval, WE shall accept the revised invoice as the final monthly invoice. Any modifications, errors or omissions that YOU fail to report to US within the time period specified above, shall NOT be processed by US, but will be considered and included by US when the final adjustments are made to YOUR year-end cost report.

E. YOU shall furnish US such financial information necessary for US to determine the reasonable value of the services rendered. In the event of a dispute as to the reasonable value of YOUR services OUR decision shall be final. OUR failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of OUR right to require YOU to correct such work or billings, or seek any other legal remedy.

6. MATCH REQUIREMENTS.

In accepting funding from US, YOU agree to provide a match per year, based on the Total Provisional Contract Amount (Per Exhibit B-1). Such matching funds shall be:

A. separately identified for audit purposes;

B. used to supplement and/or enhance program services as described in Exhibit A;

C. identified and reported to US on YOUR monthly invoice and on YOUR annual year-end cost report.

WE shall monitor to assure that YOUR match requirements, however executed, are coordinated in a manner that avoids duplication, ensures that YOU have accounted for them, and that they are used to supplement and/or enhance the program services funded hereunder.

7. OUR DESIGNATED REPRESENTATIVE:

ADMHS-Alcohol and Drug Program
Attn: Al Rodriguez, Manager
ADMHS-Alcohol and Drug Program
300 North San Antonio Road
Santa Barbara, CA 93110

8. AUDITS.

YOU agree to furnish US an audited financial statement annually that is executed by a Certified Public Accountant or Public Accountant. Audits shall be conducted in accordance with generally accepted auditing standards (per Title 9, Section 9545(b) as described in but not limited to:

A. "Government Auditing Standards (1994 Revision)," published for the United States
General Accounting Office by the Comptroller General of the United States and performed in accordance with Federal Office of Management and Budget (OMB) Circular A-133 (revised June 24, 1997), and

B. Federal OMB Circular A-122 which applies to nonprofit organizations;

YOU agree to provide US with copies of any findings from any outside financial audit report of YOUR programs, pursuant to State of California, Federal OMB Circulars A-133.

In the event YOU receive and expend $300,000, or more in federal funds (excluding Drug Medi-Cal) YOU are mandated to purchase and submit to US a single audit report, performed by a Certified Public Accountant or Public Accountant to ensure compliance with the SACPA provisions, the requirements in Title 9, Section 9545(a), and the terms and conditions under which WE awarded funds to YOU. (Authority Title 9, CCR, Section 9545, and Federal OMB Circular A-133).

Notwithstanding the above, if YOU are required to obtain a single audit pursuant to Federal OMB Circular A-133, and/or if YOU receive funding under SACPA, YOU shall ensure that the single audit addresses compliance with the requirements of Title 9, CCR, Section 9545(g). WE may rely on YOUR single audit as fulfilling the audit responsibilities in Section 9545(a) of Title 9, CCR.

In receiving state and/or federal funds from US, including SACPA, YOU agree to submit YOUR audit work papers including supporting documents to US within 20- (twenty) days of completion, but no later than seven- (7) months after the end of each fiscal year ending June 30, in accordance with Title 9, CCR, Section 9545(h). Audits (including work papers supporting the report) shall be retained for a minimum of five- (5) years from the issuance of the audit report and will be available to the State upon request.

WE shall use the audit reports to establish whether YOU expended funds in accordance with: the provisions of state and federal guidelines, the provisions of SACPA [Title 9, CCR Section 9545(b)], and the terms and conditions under which WE awarded funds to YOU.

WE shall retain all records documenting use of funds for a period of five- (5) years from the end of the fiscal year, or until completion of the state’s annual audit and resolution of any resulting audit issues if the audit is not resolved within five- (5) years in accordance with Title 9, CCR, Section 9535(e).

WE shall establish a process to resolve disputed findings resulting from OUR own audit of YOU. Should it be determined, based on any audit findings, that YOU have misspent funds, or that YOUR reported costs fail to support costs that WE already paid, WE shall demand repayment from YOU in the amount of such audit findings. Unless negotiated otherwise, YOU are mandated to remit to US any excess and/or overpayment amounts within thirty (30-days) of OUR demand.

9. ANNUAL COST REPORT.

At the end of the fiscal year, (period of July 1 through June 30), or any portion thereof, YOU shall prepare a cost report for this contract, detailing all the allowable costs that have actually been incurred by YOU in the performance of the contract(s).

Each "Project" contained herein shall be adequately identified and described in the cost report. Such cost report shall be prepared in accordance with the cost reporting requirements of the State Alcohol and Drug Program and in accordance with any other forms and written guidelines, which may be provided by US. At a minimum, such cost report shall reflect the actual expenditures relative to the original line item amounts declared in YOUR budget(s) and

Santa Barbara City College SIG Exhibit B Page 4
workbook(s).

The cost report shall be submitted to US within sixty (60) days following the end of the fiscal year, ending June 30.

A. If this Agreement is terminated or canceled prior to the close of the fiscal year, the annual cost report shall be for that contract period which ends on the termination or cancellation date, and copies of such report shall be submitted to US within sixty-(60) days after such termination or cancellation.

B. If any "Project" contained in this Agreement is terminated or canceled prior to the close of the fiscal year, a separate cost report shall not be required; however, all cost information pertaining to the terminated or canceled "Project(s)" shall be contained in the annual cost report. Payment of all or part of YOUR final invoice shall be held pending OUR review and approval of the annual cost report.

10. ANNUAL COST REPORT SETTLEMENT.

WE shall provide YOU a copy of YOUR final year-end cost report along with a formal letter of our findings, within ninety (90) days of OUR submission to the state.

A. If the cost report shows that the allowable costs that have actually been incurred by YOU under this Agreement exceed the payments made by US. WE may remit any such excess amount to YOU, provided that the payments made, together with any such excess amount, shall not exceed the total contract payment limit.

B. If it is determined, by US or the state, that the annual cost report, audit of the cost report, or YOUR other financial records show that under this Agreement: the payments made by US exceeded the allowable costs that have actually been incurred by YOU; that YOUR costs were disallowed; that costs are not supported by YOUR service delivery and; that profit was realized on unperformed portions of YOUR service, YOU shall be required to remit any such excess amount to US, or WE may credit such sum against any monies due YOU under this or any other contract.

11. FINAL COST REPORT ADJUSTMENTS TO CONTRACT.

A. In the event YOUR cost report did not support YOUR actual costs for services delivered, WE shall meet with YOU to discuss and/or negotiate an adjustment in your agreed upon units of service. If YOUR actual costs failed to support YOUR service delivery resulting in an overpayment by US, YOU will be required to refund the overpayment to US. Additionally, based on the cost report, YOUR cost per unit of service shall be reduced on this Agreement to reflect the lower cost.

B. WE will review and evaluate each "Project" contracted under this Agreement and compare the cost of service (including rates, units of service, and provisional amounts) with YOUR prior year-end cost report. Based on OUR findings, subsequent notification to YOU, and mutual agreement, WE shall adjust this Agreement to reflect the actual service costs, including but not limited to the service units, rate, and provisional amount as reported on YOUR prior year-end cost report.
EXHIBIT B-1

SCHEDULE OF RATES:

The program services, as listed below and in Exhibit A, will be reimbursed according to the following Rates for services performed under the terms and conditions of this Agreement. Specific services shall conform to California Department of Alcohol and Drug Programs service code as defined in Exhibit A.

<table>
<thead>
<tr>
<th>TYPE OF SERVICE</th>
<th>TERM</th>
<th>RATE</th>
<th>Total Provisional Contract Amount</th>
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<tr>
<td>PRIMARY PREVENTION</td>
<td>12/02/04 to 06/30/05</td>
<td>Actual expenses per month</td>
<td>$17,655</td>
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Total SIG Grant Funds FY 04-05 $17,655
CHANGE ORDER NUMBER: 1
DATE: 2/15/05
ARCHITECT'S PROJECT NO: 
CONTRACT DATE: 11/17/05
CONTRACT FOR: ROOFING
Date of Substantial completion is accepted as February 11, 2005

PROJECT: SBCC Administration Roof Replacement/A211
TO CONTRACTOR: Best Roofing & Water Proofing Inc.
19027 S. Hamilton Ave.
Gardena, CA. 90248

The Contract is changed as follows:

1. Remove and replace with new, 2 mechanical equipment curbs. 
   add $1,800.00
2. Remove tile and clean roof membrane at West end of A211 outside of base bid contract: leave exposed for future repairs.
   add $363.57
3. Elevator Roof: Omit tear off and resurface with polyester and emulsion.
   credit ($1,200.00)
4.

SubTotal add $963.57

Built in base bid contingency of $3,000.00 minus (add) work of $963.57 equals credit back to District of $2,036.43

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

The original (Contract Sum) (Guaranteed Maximum Price) was $111,301.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was $111,301.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of $-2,036.43
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be $109,264.57
The Contract Time will be (increased) (decreased) (unchanged) by
The date of Substantial Completion as of the date of this Change Order therefore is

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

Architect's Consulting Service
Richard McKenzie
1187 Coast Village Road, Suite 10-H
Santa Barbara, CA 93108

Best Roofing & Water Proofing Inc.
19027 S. Hamilton Ave.
Gardena, CA. 90248

Sanata Barbara Community College District
721 Cliff Drive
Santa Barbara, California

BY: 
DATE: 3/1/05

AIA CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.
AGREEMENT

I  RECITALS

1.1 This Agreement is entered into by and between SANTA BARBARA COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "COLLEGE," and Aspect, Inc., a California corporation, hereinafter referred to as "ASPECT."

1.2 ASPECT provides an intensive English language program for speakers of other languages. COLLEGE has facilities available for use by ASPECT.

1.3 COLLEGE and ASPECT are desirous of entering into an Agreement on the terms and conditions set forth below.

II  TERMS

2.1 The term of this Agreement shall be for a period of two years commencing September 22, 2005 and ending September 22, 2007.

2.2 Extension may be granted upon agreement by both parties.

III  ACADEMIC PROGRAM REQUIREMENTS

3.1 ASPECT shall employ all instructional and administrative staff necessary to operate the ASPECT program at COLLEGE. ASPECT shall be solely responsible for all cost related thereto.

3.2 The instructional faculty employed by ASPECT shall, as a minimum, hold a Bachelor of Arts Degree. In all respects, the ASPECT faculty and curriculum shall maintain its current level of quality and performance.

3.3 The Students admitted to the program shall be a minimum of 16 years of age, except by mutual prior agreement of ASPECT and the COLLEGE, on a case-by-case basis.

IV  ACADEMIC AND ADMINISTRATIVE FACILITIES

4.1 COLLEGE shall provide buildings ECC 16, 17, 18, 19, 20 and 21 for the exclusive use of Aspect. The ASPECT program will normally be held on a Monday-through-Friday basis between 7:30 a.m. and 9:00 p.m. Classrooms and exterior premises made available to ASPECT will be maintained as a
part of the COLLEGE’s regular maintenance schedule. Within this space ASPECT will provide reasonable facilities for its administrative and faculty needs. Such space will accommodate ASPECT’s needs with respect to telephones, computers, photocopy machines and telefax equipment. ASPECT shall be the sole party financially responsible with respect to the installation, maintenance and cost of said equipment. SBCC will maintain air conditioning equipment and computer access lines for the duration of the contract.

4.2 COLLEGE will also make available to ASPECT’s administrative staff, faculty and students the COLLEGE’s library, cafeteria and bookstore, as they are regularly open and available to SANTA BARBARA CITY COLLEGE students. Library checkout privileges, however, are limited to those students enrolled in the Life Fitness or other credit course. Enrollment in any college credit course will require that the student pay prevailing international student tuition and fees. COLLEGE will also allow all ASPECT students to enroll in the Life Fitness class within the first nine weeks of a regular semester, or prior to the end of the first week of a summer session, which will allow students all privileges of regularly matriculated SANTA BARBARA CITY COLLEGE STUDENTS. ASPECT students will use their SBCC identification cards, which will permit them to have access to these facilities.

4.3 ASPECT staff and faculty agree to park in beachfront (Harbor) parking area and are responsible for obtaining harbor parking permits.

V FACILITY CHARGES

5.1 The COLLEGE will maintain the weekly rate of $40.00 per participating student through September 22, 2007.

5.2 Said sums will be paid on the following basis: ASPECT will provide COLLEGE a correct and true account of the number of students enrolled in its various programs for the period of one month by the 20th calendar day of the following month, unless the 20th calendar day falls on a weekend or holiday in which case ASPECT will provide said true and correct account by the first business day
prior to the 20th calendar day of the following month. ASPECT will submit payment based on the monthly account using a format (invoice template) agreed to by COLLEGE and ASPECT.

5.3 ASPECT guarantees to COLLEGE that it shall enroll not less than 60 students per week for the period September 22, 2005, through September 22, 2007. ASPECT agrees that it will be financially responsible for the charges set forth in Paragraph 5.1 for the guaranteed number of students even if said students do not actually matriculate with the program.

5.4 COLLEGE and ASPECT shall fully cooperate with one another in conducting any accounting or audit to ensure the accuracy of amounts billed or paid.

VI MAINTENANCE AND REPAIRS

6.1 COLLEGE shall provide the facilities to ASPECT, its staff and students as set forth within this agreement, COLLEGE agrees that said facilities shall, at the time said facility is being made available, be clean and in a state of good repair. COLLEGE agrees to provide maintenance as set forth elsewhere within this Agreement both as to building and facilities. ASPECT and its students shall be responsible for all other maintenance with respect to said facilities.

VII LIABILITY AND INSURANCE

7.1 ASPECT shall, at its own cost, procure and maintain insurance as set forth below.

7.2 ASPECT shall procure and maintain general liability insurance in the event of bodily injury in a sum of not less than $1,000,000. Said insurance shall further provide coverage in the event of property damage to the COLLEGE or its facilities in a sum not less than $500,000.

7.3 ASPECT shall procure and maintain, or compel its officers and employees to procure and maintain, automobile insurance for all drivers and vehicles which ASPECT’s programs at COLLEGE cause to be present from time to time on COLLEGE’s property, to the minimum limits established by relevant California laws.

7.4 ASPECT shall further be solely responsible for maintaining Workers’ Compensation insurance with respect to its staff, and it is fully understood that any medical insurance provided to ASPECT staff shall be solely at its own expense.
7.5 All of the insurance specified herein under items 7.2 and 7.4 shall be issued by an insurance company with a rating of no less than “A” by Best Insurance Guide. All of said insurance shall designate SANTA BARBARA CITY COLLEGE as an additional insured under said policies and shall provide that said policies shall not be canceled upon less than 30 days written notice to COLLEGE. ASPECT shall provide COLLEGE evidence of insurance as stipulated in Paragraphs 7.2 and 7.4 by submitting certificates of insurance to the Office of Administrative Services on or before July 1 of each year (August 15 for year 1).

7.6 ASPECT further promises and agrees to indemnify and hold COLLEGE harmless from any liability, loss, damage, costs, attorney fees and all other claims for expenses asserted against the COLLEGE which may arise from injuries to persons or properties occasioned by attendance at, or participation in ASPECT’s program. ASPECT agrees, upon reasonable and timely notice from the COLLEGE, to join with the COLLEGE in any action resulting against the COLLEGE that may arise out of ASPECT’s program. The COLLEGE for all amounts made in settlement of claims against the COLLEGE, or for all occasioned by attendance at or participation in ASPECT’s program. The COLLEGE, however, agrees not to settle any such claims without prior written consent of ASPECT. In the event that ASPECT desires to contest any claim asserted against the COLLEGE, it shall have the right to do so. If a final judgment establishing the validity of the claim is entered, ASPECT shall forthwith pay and satisfy the claim.

7.7 Each of the parties hereto agrees that, to the extent any loss is covered by insurance, to waive their rights of subrogation against one another unless said waiver of subrogation would otherwise result in an invalidation of either party’s insurance policy.

VIII STUDENT CONDUCT

8.1 ASPECT students shall be provided, upon enrollment, with a copy of SANTA BARBARA CITY COLLEGE’s student regulations. ASPECT students will be expected to fully comply therewith to the extent applicable.
8.2 Primary responsibility for assuring compliance with the conduct of ASPECT students will lie with the ASPECT School Director at COLLEGE. COLLEGE, however, reserves the right to exercise its discretion in the event of any disagreement with ASPECT as to the conduct of ASPECT students, including the right to dismiss ASPECT students from the program where deemed necessary solely by COLLEGE. The COLLEGE’s Dean of Faculty and Dean of Students shall jointly and/or individually share this responsibility on behalf of the COLLEGE. The COLLEGE shall be the final and conclusive arbiter with respect to these matters.

IX DEFAULT PROVISION

9.1 In the event of a default by ASPECT, its staff or students, or the provisions set forth herein, COLLEGE shall provide thirty days written notice, which shall specify the nature of the default. ASPECT shall cure said default within said thirty day period, unless the nature of the default is such that it cannot reasonably be completed within thirty days, in which event said default shall be cured as soon as reasonably possible. In the event said default is not cured as provided for herein, COLLEGE shall have the sole option to declare this Agreement terminated. In said event, ASPECT, its staff and students, shall within 90 days relinquish possession of the premises occupied by them. For purposes of rights of possession to any portion of the facilities provided for herein, this Agreement shall be deemed a license agreement only and not that of a landlord/tenant relationship. Nothing herein shall be construed as restricting or denying to COLLEGE any other right in law or equity, which it otherwise might have. In the event of termination of the agreement due to a default, it does not cause an acceleration of the payment schedule outlined in paragraph 5.2.

9.2 In the event of any failure of performance on the part of COLLEGE of its obligations under this Agreement, ASPECT shall give written notice to COLLEGE. Said notice shall specify with particularity the exact failure of performance. COLLEGE shall have 30 days to cure said default unless the nature of the same is such that it requires more than 30 days to cure in which case COLLEGE shall have a reasonable time to cure so long as it commences to do so with-in 30 days of receipt of ASPECT’s
notice. COLLEGE shall not be deemed in default under the same terms of this AGREEMENT unless it has failed to cure said failure of performance within the time periods provided within this Agreement.

9.3 With the exception of payment obligations for prior performance and reimbursement for outstanding advances made under this Agreement, neither COLLEGE nor ASPECT will be liable for the failure to perform their respective obligations under the Agreement when such failure is caused by fire, explosion, water, natural or national disaster or inevitable accident, civil disorder or disturbance, terrorism, war, riot, vandalism, strikes, sabotage, weather and energy-related closing, governmental rules or regulations, or like causes beyond the reasonable control of such party, nor for real or personal property destroyed or damaged due to such causes.

9.4 In the event (i) there is an earthquake or other natural disaster in or around the seven-county Southern California area or (ii) there is a war involving the United States of America, or (iii) policies are introduced by the United States Department of State and/or Bureau of Citizenship and Immigration Services which severely restrict or eliminate the ability of international students to obtain student visas, and such event has a substantial adverse impact on ASPECT's ability to attract students to its program or on its program functions on the Property, Aspect may within (30) days of such event, deliver written notice to COLLEGE that such event has adversely affected ASPECT's program. Within fifteen (15) days after the receipt by COLLEGE of such notice, the parties agree to meet to discuss proposed changes to the terms of this Agreement. If within said fifteen (15) day period, the parties cannot mutually agree to an adjustment in the terms of this Agreement, then either party will have the right to terminate the Agreement exercisable by written notice to the other party within thirty (30) days after said reduction. If ASPECT fails to deliver timely notice of the occurrence of an event described in this paragraph or if either party fails to deliver timely notice to terminate the Agreement pursuant to the provisions of this paragraph, the Agreement will continue in force and effect.

X NOTICE

10.1 Wherever notice is required to be given under this Agreement, said obligation may be complied with by the placing of said notice in the United States Mail, first class postage prepaid. Said
notice shall be deemed received by the other party, regardless of actual receipt, 48 hours after deposit in
the mail. Unless changed by the parties in writing notice.

TO ASPECT:
Attn: Marsha Harrington
Vice President, Western Region
Aspect Education
One West Victoria Street
Santa Barbara, CA 93101

TO SANTA BARBARA CITY COLLEGE:
Attn: Pablo Bucklew
Dean, Educational Programs
Santa Barbara City College
731 Cliff Drive
Santa Barbara, CA 93109-2394

XI ASSIGNMENT AND DELEGATION

11.1 Except with respect to a right to collect money due under this Agreement, neither party
shall have the right to assign, delegate, or otherwise transfer its obligations under this contract and any
attempt to do so shall be deemed void and shall confer no right or poser upon any other party. Both
parties, acknowledge that this Agreement arises within the context of an educational setting wherein each
party is looking to the specific skills and judgment of the party and that, as a result thereof, the duties of
the parties herein are non-delegable.

XII MISCELLANEOUS

12.1 This Agreement constitutes the entire Agreement between the parties. Any prior
agreement pertaining to the subject matter, of this contract, whether written or oral, or any prior
negotiations or representations pertaining thereto are superseded as of the date of, and by the execution of,
this Agreement and shall have no force and effect. This provision is intended as an integration clause.

12.2 The entire relationship between the parties is as characterized herein. The parties shall
not be deemed partners, joint venturers as having any other legal relationship than as set forth herein.
Neither party shall be deemed responsible for the losses of liabilities of the other and neither shall have
any claim to any interest in the profits of the other. During the term of agreement and extension hereof,
COLLEGE shall not use the services of any other English as a Second Language program without prior
written consent of ASPECT’s Chief Executive Officer. COLLEGE acknowledges that ASPECT’s
program and materials are proprietary to ASPECT and COLLEGE shall not use any materials or know-
how obtained from ASPECT or the ASPECT program.
12.3 ASPECT is permitted to use the COLLEGE name, campus, photographs and program information in ASPECT sales and marketing materials.

12.4 After the date of the signing of this Agreement, neither party shall characterize nor make reference to the nature of this Agreement in any promotional material or use the name of the other party, without having first obtained the express written consent of said party.

12.5 Time is considered of the essence with respect to the provisions of this Agreement.

12.6 This Agreement shall not be modified or otherwise altered except by an additional writing executed by both parties.

12.7 In the event of any dispute or disagreement as to the terms of this Agreement, the same shall be interpreted in accordance with the laws of the State of California. In the event of any ambiguity within this Agreement, the parties acknowledge that both parties have contributed to the drafting of this Agreement and that any rule of construction for or against another party shall be deemed not in effect so that this Agreement will be given a reasonable construction. In the event of any litigation, either as a result of a breach of the Agreement, or to declare the parties’ rights thereunder, the prevailing party shall be entitled to its reasonable attorney’s fees and costs.

12.8 A waiver by either party of any right under this Agreement on any occasion shall be deemed only a waiver as to said occasion and both parties reserve the right, in said event, to thereafter insist on the full performance by the other party by its obligations under this Agreement.

12.9 To the extent reasonably possible, this Agreement shall be deemed severable in nature so that in the event any provision therein is found illegal or otherwise unenforceable, the remainder of said Agreement shall be deemed to remain in full force and effect.

Marsha Harrington for
Aspect Education Inc.                     Date
Joseph E. Sullivan, Vice President         Date
Santa Barbara City College
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Re: INTERNAL BUDGET TRANSFERS - FISCAL YEAR 04-05

WHEREAS, the Santa Barbara City College District Board of Trustees on June 17, 2004, adopted its budget for the 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>
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<tr>
<th>Description</th>
<th>Fund</th>
<th>Subfund</th>
<th>Object</th>
<th>Increase</th>
<th>Decrease</th>
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<tbody>
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PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College

District this 17th of March 2005, by the following vote:

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

Noes: None

Absent: None

Concur: Mr. Zweng (Student Trustee) [Signature]

John B. Romo
Superintendent/President and Secretary/
Clerk to the Board of Trustees
RE: Additional Revenue 2004-2005

WHEREAS, additional revenue not included in the 2004-2005 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>Object</th>
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Item 5.2.b
Page 1 of 2
03/17/05
Total New Money $ 182,383

PASSED AND ADOPTED BY THE Board of Trustees of the Santa Barbara Community College District on the 17th day of March 2005, by the following vote:

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

Concur: Mr. Zweng (Student Trustee)

John B. Romo
Superintendent/President and Secretary/
Clerk to the Board of Trustees
5.2 BUSINESS ACTION ITEMS

c. AUTHORIZATION TO ACCEPT BIDS AND AWARD OF CONTRACT FOR SCHOTT CENTER FIRE ALARM, Bid #600

Two bids were received and opened on March 16. The Superintendent/President recommends acceptance of the bids and award of contract to Economy Electric in the amount of $61,565.

Attachment 5.2-c
## SANTA BARBARA COMMUNITY COLLEGE DISTRICT

### BID TABULATION

**Project:** SCHOTT CENTER FIRE ALARM SYSTEM REPLACEMENT  
**BID:** #600  
**Date:** Wednesday, March 16, 2005  
**Time:** 3:00 p.m.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Addendum Acknow.</th>
<th>Bid Bond</th>
<th>Sub Contractor List</th>
<th>Contractor's Licensing Statement</th>
<th>Experience Statement</th>
<th>MB/WB</th>
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Bid Opened by: KARA RAMIREZ  
Bid Opening Attended by: Alex Pittmon, Mindy Johnson, Kara Ramirez and Steve Browning  
Copies Sent to: Purchasing, Joe Sullivan and Alex Pittmon