RESOLUTION

HONORING

DR. KATHRYN O. ALEXANDER

ON THE OCCASION OF HER 40 YEARS OF SERVICE TO THE SANTA BARBARA COMMUNITY COLLEGE DISTRICT

WHEREAS, Dr. Kathryn Alexander was first elected to the Santa Barbara Community College District Board of Trustees in May of 1965;

WHEREAS, during her 40 years on the Board she has served four terms as President and as a member of the Board’s Educational Policies, Fiscal, and Facilities committees;

WHEREAS, Dr. Alexander has served with great distinction by providing valuable insights into the planning of the campus infrastructure, formulation of sound policies and the development of quality educational programs;

WHEREAS, Dr. Alexander has always conducted her Board activities according to the highest ethical standards and for the purpose of assuring that the best interests of the students, faculty and staff of Santa Barbara City College are met;

WHEREAS, Dr. Alexander’s work with fellow Board Members has exemplified full deliberation and oversight combined with harmonious and respectful relationships;

WHEREAS, Dr. Alexander’s knowledge, judgment and advice have been invaluable to Santa Barbara City College, its presidents, trustees, faculty, staff and thousands of students;

THEREFORE, BE IT RESOLVED that the Board of Trustees, on behalf of the college community, students, faculty, staff, administration and citizens of the Santa Barbara Community College District, hereby recognizes Dr. Kathryn Alexander for her excellent service to the college and its community and expresses most sincere appreciation for her forty years of outstanding service, 1965 to 2005.

PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College District this 26th day of May 2005.

Dr. Joe Dobbs

Ms. Joan Livingston

Mrs. Joyce Powell

Mr. Morrie Jurkowitz

Mr. Desmond O’Neill

Mr. Luis Villegas

Mr. John Romo, President/Clerk of the Board
<table>
<thead>
<tr>
<th>NAME</th>
<th>DISCIPLINE</th>
<th>BACKGROUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOWMAN, Ingrid</td>
<td>Reading</td>
<td></td>
</tr>
</tbody>
</table>

**EDUCATION:**
- M.A., Political Science, Free University of Berlin, Germany (1987)

**EXPERIENCE:**
- **Santa Barbara City College**
  - 2003-Present: Adjunct instructor, E.S.L.
- **Tunisia**
- **University of California, Santa Barbara Extension**
  - 1997-2000: Instructor, Intensive English Programs
- **Hong Kong**
  - 1992-1997: Corporate trainer and instructor for the British Council, Chu Hai College, as well as other international companies.
- **West & East Berlin**
  - 1990-1992: Instructor, Adult retraining programs, E.F.L.
Continuing Education
Minimum Qualification Equivalency

OETKEN, Jennifer
ESL

EDUCATION:
UCSB
Santa Barbara, CA
BA Ethnomusicology
June 1990

UCSB Extension
Santa Barbara, CA
TESL Certificate
September 2004

EXPERIENCE:
ESL Instructional Aide
SBCC Adult Education
4/04 to 4/05

ESL Tutor
Santa Barbara Hand Car Wash
11/04 to 2/05

OSTER, Nancy
Cooking

EDUCATION:
UC Santa Barbara
Bachelor of Arts Degree in English
1971

Santa Barbara City College
School of Culinary Arts
2004-present

Santa Barbara City College Continuing Education
Continuing Education Culinary Trip to Italy and several Continuing Education Cooking Classes 1980s

Santa Barbara Cooking School
Cooking Classes
1970s

EXPERIENCE:
Classroom Instructor
Santa Barbara City College Continuing Education
Health and Computer Areas
1996 – present

Writer
Bruce Hale – Santa Barbara, CA

OTHER EXPERIENCE:

Classroom Instructor
Santa Barbara City College Continuing Education
Health and Computer Areas
1996 – present

Writer
Bruce Hale – Santa Barbara, CA

Volunteer Elementary School Cooking Teacher
Monte Vista Elementary School
Vieja Valley Elementary School
Late 1970s through early 1980s

During high school and with the help of her sister did all the cooking for her family of seven 1964-1967

Featured as the Cook of the Week
Annual Wolfe Family Bake Fest 1996

Chef Assistant
General Mess Hall at Port Hueneme Naval Base
1966-1967

Senior Editor
University-wide Office of EAP Santa Barbara, CA
2002-2005

Consultant
Sansum Santa Barbara Medical Foundation Clinic
2004

Classroom Instructor
SBCC Continuing Education
1996 – present

Librarian
SIQUEIRA, Ana Paula  

Reeves Medical Library  
2001 – 2003*  
*Currently work on an as-needed basis.

Technical Writer and Market Studies  
Coordinator  
DakoCytomation – Santa Barbara, CA  
2002

Writer  
UC Berkeley – Bereley, CA  
2002

Writer  
Coloplast – Marietta, GA  
2001

Founder, Board Member, Active Volunteer  
Breast Resource Center – Santa Barbara, CA  
1996 – present

Marketing Director  
Multi Access Computing Corporation  
Santa Barbara, CA  
1990 – 1994

Administrative Assistant  
Electrical & Computer Engineering  
UC Santa Barbara  
1990

EDUCATION:

University of Mogi Das Cruzes  
Mogi Das Cruzes, Brazil  
BS in Biology  
1996-2000

UCSB Extension  
Santa Barbara, CA  
TESL Certificate  
2004-2005

EXPERIENCE:

ESL Instructor  
Aspect International  
Santa Barbara, CA  
6/2004 to present

ESL Instructional Aide  
SBCC Adult Education  
Santa Barbara, CA  
3/2004 to present
## Classified Short-Term Hourly Appointments

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>Department/Position</th>
<th>Begin/End Date</th>
<th>Days/Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGUILAR, Susana</td>
<td>Cal-SOAP CS Tutor/PA</td>
<td>5/11/05 – 6/16/05</td>
<td>MWF 8am-2pm</td>
</tr>
<tr>
<td>AGUILERA, Pat</td>
<td>Community Services Event Coordinator</td>
<td>7/01/05 – 12/31/05</td>
<td>S&amp;Su 8am-5pm as needed</td>
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<tr>
<td>ALLAIN, Sandy</td>
<td>Food Services LTA</td>
<td>6/10/05 – 6/30/05</td>
<td>M-F 6am-2:30pm</td>
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<tr>
<td>ANGELES, Miguel</td>
<td>F &amp; O Custodian</td>
<td>7/01/05 – 12/23/05, 1/02/06 – 6/30/06</td>
<td>M-Th 8pm-12am, F 8pm-11:30pm</td>
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<tr>
<td>ARISTOVA, Olga</td>
<td>Transfer Center Clerk</td>
<td>5/03/05 – 6/30/05</td>
<td>MWF 8am-2:30pm</td>
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<td>ARNDT, Christopher</td>
<td>Food Services FSW II</td>
<td>5/13/05 – 6/30/05</td>
<td>M-F 6am-10am</td>
</tr>
<tr>
<td>BALLONOFF, Lani</td>
<td>Theatre Arts Production Aide</td>
<td>7/01/05 – 12/22/05, 1/03/06 – 6/30/06</td>
<td>M-F 9am-5pm as needed</td>
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<tr>
<td>BEASON, Jesse</td>
<td>Community Services Event Coordinator</td>
<td>7/01/05 – 12/31/05</td>
<td>S&amp;Su 8am-5pm as needed</td>
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<tr>
<td>BECKER, Carl</td>
<td>Food Services LTA</td>
<td>6/10/05 – 6/30/05</td>
<td>M-F 6am-2:30pm</td>
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<tr>
<td>BELLETTI, Lorrie</td>
<td>COMAP LTA</td>
<td>7/01/05 – 8/09/05</td>
<td>M-Th 8am-5pm</td>
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<tr>
<td>BIRKELO, Catherine</td>
<td>Theatre Arts Scenic Aide</td>
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<td>M-F 9am-5pm as needed</td>
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<tr>
<td>BOONE, Joseph</td>
<td>Theatre Arts Production Aide</td>
<td>7/01/05 – 12/22/05, 1/03/06 – 6/30/06</td>
<td>M-F 9am-5pm as needed</td>
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<tr>
<td>BOONE, Joseph</td>
<td>Theatre Arts Theatre Helper</td>
<td>7/01/05 – 12/22/05, 1/03/06 – 6/30/06</td>
<td>M-F 9am-5pm as needed</td>
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<tr>
<td>BORRAYO, Patricia</td>
<td>COMAP IA</td>
<td>7/01/05 – 12/23/05</td>
<td>M-Th 8:30am-12:30pm</td>
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<tr>
<td>BROUDE, Jr., Anthony</td>
<td>Community Services Event Coordinator</td>
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<td>S&amp;Su 8am-5pm as needed</td>
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<tr>
<td>BROUILLARD, Adam</td>
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<td>7/01/05 – 12/22/05, 1/03/06 – 6/30/06</td>
<td>M-F 9am-5pm as needed</td>
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<tr>
<td>BROWNLEE, Robin</td>
<td>RHORC cuesta C.N.A. Rater</td>
<td>5/27/05 – 6/30/05</td>
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<tr>
<td>BURNELL, Kristi</td>
<td>Bio Sci OIA</td>
<td>6/6/05 – 6/30/05</td>
<td>MWF 1pm-2pm</td>
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<td>BURRIDGE, Ann</td>
<td>Theatre Arts Cutter</td>
<td>7/01/05 – 12/22/05, 1/03/06 – 6/30/06</td>
<td>M-F 9am-5pm as needed</td>
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<tr>
<td>CAMPBELL, Ian</td>
<td>Theatre Arts Theatre Helper</td>
<td>7/01/05 – 12/22/05, 1/03/06 – 6/30/06</td>
<td>M-F 9am-5pm as needed</td>
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<tr>
<td>CAMPBELL, Ian</td>
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<td>7/01/05 – 12/22/05, 1/03/06 – 6/30/06</td>
<td>M-F 9am-5pm as needed</td>
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<td>CAMPBELL, Lucas</td>
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<td>7/01/05 – 12/22/05, 1/03/06 – 6/30/06</td>
<td>M-F 9am-5pm as needed</td>
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### CLASSIFIED SHORT-TERM HOURLY APPOINTMENTS

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>Department/Position</th>
<th>Begin/End Date</th>
<th>Days/Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAMPBELL, Lucas</td>
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<td>7/01/05 - 12/22/05</td>
<td>M-F 9am-5pm</td>
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<td>Production Aide</td>
<td>1/03/06 - 6/30/06</td>
<td>as needed</td>
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<td>CANNING, Pat</td>
<td>Office of Student Life</td>
<td>7/01/05 - 12/31/05</td>
<td>S&amp;S 10am-6pm</td>
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<td></td>
<td>Wedding Monitor</td>
<td>1/01/06 - 6/30/06</td>
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<td>CARBONE, Anthony</td>
<td>History Reader - (2 supervisors)</td>
<td>4/28/05 - 6/30/05</td>
<td>M-F 8am-11:30pm</td>
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<td>CARRILLO, Isidro</td>
<td>Food Services LTA</td>
<td>6/10/05 - 6/30/05</td>
<td>M-F 6am-2:30pm</td>
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<td>CASILLAS, Dulce</td>
<td>Cal-SOAP CS Tutor/PA</td>
<td>5/05/05 - 6/16/05</td>
<td>MWF 8am-2pm</td>
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<td>CHEESMAN, Ted</td>
<td>Theatre Arts</td>
<td>7/01/05 - 12/22/05</td>
<td>M-F 9am-5pm</td>
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<td></td>
<td>Sr. House Manager</td>
<td>1/03/06 - 6/30/06</td>
<td>as needed</td>
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<tr>
<td>COOPER, Margaret</td>
<td>Auxiliary Accounts Cashier</td>
<td>7/01/05 - 12/23/05</td>
<td>MWFTh &amp; F 9am-2pm</td>
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<td>COSTELLO, Patricia</td>
<td>Theatre Arts Sr. House Manager</td>
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<td>Cashier</td>
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<td>as needed</td>
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<td>COSTELLO, Patricia</td>
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<td>7/01/05 - 12/22/05</td>
<td>M-F 9am-5pm</td>
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<td>1/03/06 - 6/30/06</td>
<td>as needed</td>
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<tr>
<td>COURTNEY, Jon</td>
<td>Media Services A/V Technician</td>
<td>5/2/05 - 6/30/05</td>
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<td>COUTTS JORDAN, Allison</td>
<td>Theatre Arts Performer</td>
<td>7/01/05 - 12/22/05</td>
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<td>1/03/06 - 6/30/06</td>
<td>as needed</td>
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<td>CULLEN, Anaya</td>
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<td>6/1/05 - 6/30/05</td>
<td>M-F 10am-5pm</td>
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<td></td>
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<td>as needed</td>
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<tr>
<td>CULLEN, Anaya</td>
<td>Theatre Arts</td>
<td>7/01/05 - 12/22/05</td>
<td>M-F 9am-5pm</td>
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<td>Sr. Box Office Assistant</td>
<td>1/03/06 - 6/30/06</td>
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<td>DAMITZ, Merrilyn</td>
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<td>DASCOMB, Tatiana</td>
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<td>7/01/05 - 12/22/05</td>
<td>M-F 9am-5pm</td>
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<td>Theatre Helper</td>
<td>1/03/06 - 6/30/06</td>
<td>as needed</td>
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<td>DELGADO, Leticia</td>
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<td>5/1/05 - 6/30/05</td>
<td>M-F 9am-5pm</td>
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<td>7/01/05 - 12/22/05</td>
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<td>1/03/06 - 6/30/06</td>
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<td>DIAZ, Luis</td>
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<td>M-S 9am-10pm</td>
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<td>11/01/05 - 1/31/06</td>
<td>as needed</td>
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<td>4/01/06 - 6/30/06</td>
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<tr>
<td>DOMINGUEZ, Christine</td>
<td>Counseling Typist Clerk, Int.</td>
<td>7/01/05 - 12/23/05</td>
<td>MWF 8am-2pm</td>
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<td>1/03/06 - 6/30/06</td>
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<tr>
<td>DOMINGUEZ, Christine</td>
<td>Counseling Typist Clerk, Int. - sub</td>
<td>5/11/05 - 6/30/05</td>
<td>MWF 11am-6pm</td>
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<td>DONATO, Juan</td>
<td>Financial Aid</td>
<td>5/27/05 - 6/30/05</td>
<td>M&amp;W 1pm-4pm</td>
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<td>Financial Aid Assistant</td>
<td></td>
<td>F 8am-5pm</td>
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<tr>
<td>DUNCAN, Eric</td>
<td>Auxiliary Accounts Cashier</td>
<td>7/01/05 - 12/23/05</td>
<td>M 12pm-4:30pm</td>
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<td>1/03/05 - 6/30/06</td>
<td>W-Th 4pm-7pm</td>
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</table>
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<th>Days/Hours</th>
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</thead>
<tbody>
<tr>
<td>DURKIN, Brian</td>
<td>Student Health</td>
<td>5/27/05 - 6/30/05</td>
<td>S 8am-12pm &amp; 2pm-4pm</td>
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<tr>
<td></td>
<td>Web Developer</td>
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<tr>
<td>ECKERT, Kyle</td>
<td>Theatre Arts</td>
<td>7/01/05 - 12/22/05</td>
<td>M-F 9am-5pm as needed</td>
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<td>ECKERT, Kyle</td>
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<td>7/01/05 - 12/22/05</td>
<td>M-F 9am-5pm as needed</td>
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<td>Production Aide</td>
<td>1/03/06 - 6/30/06</td>
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<td>ERHARDT, Erik</td>
<td>LRC</td>
<td>7/01/05 - 12/23/05</td>
<td>M-Th 7am-ll:30am</td>
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<td>LTA</td>
<td>1/3/06 - 6/30/06</td>
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<td>ESCOBAR MORENO, Alejandro</td>
<td>F &amp; O</td>
<td>7/01/05 - 10/21/05</td>
<td>M&amp;T 6am-2:30pm W 6am-9:30am</td>
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<td>Groundskeeper</td>
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<td>1/03/06 - 6/30/06</td>
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<td>ESTRADA SANTIAGO, Edmar</td>
<td>F &amp; O</td>
<td>4/13/05 - 6/30/05</td>
<td>M-Th 8pm-12am F 8pm-11:30pm</td>
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<td>7/01/05 - 12/23/05</td>
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<td>1/2/06 - 6/30/06</td>
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<td>EUSEBIO, Andres</td>
<td>F &amp; O</td>
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<td>FALCON, Robert</td>
<td>F &amp; O</td>
<td>7/01/05 - 12/23/05</td>
<td>M 7am-3pm W 5am-1pm F 7am-10:30am</td>
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<td></td>
<td>Maintenance Worker III</td>
<td>1/02/06 - 6/30/06</td>
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<td>FLORES, Linda</td>
<td>Cal-SOAP</td>
<td>5/06/05 - 6/16/05</td>
<td>MWF 8am-2pm</td>
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<td></td>
<td>CS Tutor/PA</td>
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<tr>
<td>FOSSATI, Maria</td>
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<td>11/01/05 - 1/31/06</td>
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<td>4/01/06 - 6/30/06</td>
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<tr>
<td>FOWLE, Jason</td>
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<tr>
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<tr>
<td>FRANK, Patricia</td>
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<td>6/01/05 - 6/30/05</td>
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<tr>
<td></td>
<td>Stagecraft Technician</td>
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<tr>
<td>FRAZER, Jonathan</td>
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<td>7/01/05 - 12/23/05</td>
<td>TTh 8am-2pm W 1pm-6pm</td>
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<td>Typist Clerk, Int</td>
<td>1/03/06 - 6/30/06</td>
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<tr>
<td>FREEMAN, Lisa</td>
<td>VN</td>
<td>5/06/05 - 6/30/05</td>
<td>M-F 8am-11:30am</td>
</tr>
<tr>
<td></td>
<td>Reader</td>
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<tr>
<td>FRIAS, Martha (Michelle)</td>
<td>Cal-SOAP</td>
<td>4/22/05 - 6/16/05</td>
<td>MWF 8am-2pm</td>
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<td>CS Tutor/PA</td>
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## CLASSIFIED SHORT-TERM HOURLY APPOINTMENTS

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

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### GENERAL WORKSTUDY STUDENTS

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### CalWORKs WORKSTUDY STUDENTS

None

### TUTORIAL CENTER

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| 2/20 - Washington's Birthday    |
| 2/27 - Martin Luther King Day    |
| 11/11 - Veterans' Day            |
| 9/5 - Labor Day                  |
| 7/4 - Independence Day           |

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<th>MONTH</th>
<th>WORKING DAYS PER NON-WORK DAYS</th>
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12-MONTH ADMINISTRATIVE PERSONNEL WORKING SCHEDULE

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

TERM: 7/1/05 - 6/30/06
**Spring 2006**

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<td>5/1-5; 5/8-12; 5/15-19*; 5/22-26*</td>
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<td>April</td>
<td>4/10-14; 4/17-21; 4/24-28</td>
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<td>March</td>
<td>3/1-3; 3/6-10; 3/13-17; 3/20-24; 3/27-31</td>
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<td>2/1-3; 2/6-10; 2/13-16; 2/24-27; 2/27-28</td>
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<td>Jan.</td>
<td>1/12-13; 1/17-20; 1/23-27; 1/30-31</td>
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<th>NON-WORK DAYS</th>
<th>TOTAL WORK</th>
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<td>Dec.</td>
<td>12/1-2; 12/5-9; 12/12-16</td>
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<td>Nov.</td>
<td>11/1-4; 11/11-14; 11/21-24; 11/28-30</td>
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<td>Sept.</td>
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<td>Aug.</td>
<td>8/1-5; 8/15-19*; 8/22-26*; 8/27-31</td>
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**Fall 2005**

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KINCO'S EARLY LEARNING CENTER

2005-2006 WORKING SCHEDULE

SANTA BARBARA COMMUNITY COLLEGE DISTRICT
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<td>164</td>
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<td>1/17/06 - 6/30/06</td>
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**Additional Days to be Assisted between 1/3-1/13/06 & 5/23-6/30/06**

**2005-2006 WORKING SCHEDULE**

**SAN TA BARBARA COMMUNITY COLLEGE DISTRICT**

**INFANT CAREGIVERS, KINROSS EARLY LEARNING CENTER**

COMMENCER: 5/19/06

START IN-SERVICE & INVENTORY DEP: Fall 05: 8/22-26, Spring 06: 1/17-20
**10-Month Certified Personnel**

**2005-2006 Working Schedule**

Santa Barbara Community College District

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<tr>
<th>SEMESTER</th>
<th>TOTAL WORK</th>
<th>DAYS PER</th>
<th>PAY PER</th>
<th>NON-WORK DAYS</th>
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<td>166</td>
<td>11+</td>
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<td>158+</td>
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Non-Teaching/Non-Compressed: Optional Work Days TBD

6 Additional Flex days TBD (7/11/05-9/30/06)

160 (includes 4 Required Flex-in-Services/8 Fall & Spring)

**Spring 2006**

Feb: 1/19+2; 1/23+2; 1/30-1

Mar: 3/1-3; 3/6-10; 3/13-17; 3/20-24; 4/27-31

Apr: 4/10-14; 4/17-21; 4/24-28

May: 5/1-5; 5/8-12; 5/15-19+; 5/20+

Non-compressed: No Saturday exam

5/29 - Memorial Day
4/3-4/8 - Spring Break
2/20 - Washington's Birthday
2/17 - Lincoln's Birthday
1/16 - Martin Luther King Day

**Summer 2006**


**Fall 2005**

Dec: 12/1-2; 12/5-9; 12/12-17+

Nov: 11/4-14; 11/17-21; 11/24-28; 11/28-30

Oct: 10/17-21; 10/24-28; 10/31

Sept: 9/1-2; 9/6-9; 9/12-16; 9/19-23; 9/26-30

Aug: 8/25+; 8/29-31

9/5 - Labor Day

10+ Months Certified Personnel

Compressed Term: 8/25/05 - 5/20/06
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<td>4/3-4/7</td>
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<td>12/19-1/16</td>
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<td>11/11</td>
<td>Veterans' Day</td>
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**SPRING 2006**

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**FALL 2005**

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<tr>
<th>Month</th>
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<th>To Be Present Perform Services</th>
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**Term:** 8/16/05-5/27/06

**Santa Barbara Community College District**

**Cosmetology Academy**

**2005-2006 Tuesday-Saturday (Day) Working Schedule**
BP 2520 - ACADEMIC FREEDOM

Academic freedom is essential in institutions of higher education if they are to make their proper contribution to the common good. The common good depends upon the free search for truth and its free exposition. It is that which justifies academic freedom, not the interest of the individual faculty member or even the interest of a particular college or university.

Academic freedom is the freedom to engage in research, scholarship, or other creative work in order to expand knowledge, to publish research findings, to teach and to learn in an atmosphere of unfettered free inquiry and exposition.

Freedom of expression is a legal right protected by the Constitution of the United States. Members of the faculty of Santa Barbara City College are entitled to freedom of expression, provided such expression does not impede or prevent responsible performance of job requirements or interfere with the mission and goals of Santa Barbara City College.

SBCC faculty members are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties.

SBCC faculty members are entitled to freedom in the classroom and/or other teaching environments in discussing their subject matter. Controversy is a normal aspect of free academic inquiry and teaching, and it is proper to incorporate both the knowledge and the beliefs of the faculty member into that which is taught; however, the freedom to teach must be joined by a constant effort to distinguish between knowledge and belief. Faculty members should allow the expression of differing points of view, while being careful to avoid the repeated and excessive intrusion of material that has no relation to their subject matter. SBCC faculty members have the individual right and responsibility to select textbooks and other course materials, consistent with the approved Course of Study Outline, and as appropriate, in consultation with their department, program, or disciplinary colleagues, for each of the classes they teach.

SBCC faculty members are both citizens and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline. However, they should make every effort to indicate that they are not speaking for the institution. When they speak or write as officers of an educational institution, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, and should show respect for the opinions of others.

Freedom of expression and academic freedom should be limited to no greater degree in electronic format than in printed or oral communication, unless and to the degree that unique conditions of new media warrant different treatment. While expression in cyberspace is obviously different in important ways from print or oral expression—for example, in the far greater speed of communication, and in the capacity to convey messages to far wider audiences—such factors do not appear to justify alteration or dilution of basic principles of academic freedom and free inquiry within the academic community.

The Academic Senate recommends the following statement be inserted in this place as a way of explaining why it has chosen to add the AAUP Statement of Professional Ethics.

"This policy on Academic Freedom (#2520) describes and justifies the extent to which scholars in general, and Santa Barbara City College Instructors in particular, are free to pursue and disseminate knowledge, the defining goals of scholarship and education. Given the noble ends that academic freedom serves, it is fitting to conclude this document on the following note.

"Just as there are rights and freedoms to which members of the academic community are entitled, so too are there standards and principles of conduct to which they are bound by honor. These standards and principles are described in the AAUP Statement of Professional Ethics, which was endorsed as a statement of philosophy by the SBCC Academic Senate in Spring of 2005."

**AAUP Statement on Professional Ethics (1987)**
(Source: http://www(aaup.org/statements/Redbook/Rbethics.htm

1. Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

2. As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.
3. As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas professors show due respect for the opinions of others. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.

4. As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

5. As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

For ASCCC Comments see:
http://www.academicsenate.cc.ca.us/Publications/Papers/AAUP_expanded_faculty_ethics.html
Program Review Report

Continuing Education Division
Environmental Education Program

May 2005
### 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

### Validation Team:
- Fred Emerson
- Kay Woolsey
- Dennis Naiman — Educator, Adult Education Participant
- Kris Power

### 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

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Item 4.1
Page 3 of 24
05/26/05
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, 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 local 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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<th>Certification level: Spanish and English</th>
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<th>Formal IPM Contact Hours</th>
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<td>647</td>
<td>14,759</td>
<td>1,833</td>
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<tr>
<td>Advanced level: Bilingual</td>
<td>73</td>
<td>1,676</td>
<td>335</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 through out the year.

The review also included a reminder to realize that the program is unique, successful and exceeds all expectations and to 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
Environmental Education Summary

Speakers

Stewards of the Earth: A Return to the Garden  
- Restoring the Earth: An Environmentalist’s Perspective  
- David Brower  
- Images of Stewards of the Earth: A Multi-Media Celebration of the  
  Spirit of Farming Around the World  
- Michael Ableman  
- Perspectives From the Land: Lessons From the Past, Reflections for the Future  
- Wes Jackson  
- Self-Guided Farm Tour  

The Greenhouse Effect vs. The Cooling Effect: What is the Earth’s Climatic Future?  
- Dr. Irving Kaplan  

Water in an Arid West: Perspectives on History, Policy & the Environment  
- Water Development and the Environment: Public Trust, Values & Policy Directions  
  - Felix Smith  
- Water Planning & Supply: Responses to the Drought & Beyond  
  - Suzanne Butterfield  
- Water Development & Use in an Arid West: Perspectives on History & Water Development  
  - Marc Reisner  

1990s: The Environmental Decade  
- Robert Wilkinson  

Water Forum  
- Robert Wilkinson  

Stewards of the Earth: In Search of Renewal  
- Michael Ableman  

The Garbage Project: Myths About Landfills  
- Dr. William Rathje  

Walking Lightly on the Earth: Future Visions for a Sustainable Society  
- Benjamin Sawyer  

Where Eagles Fly  
- Robert Mesta  

Treasures of the Flora: Rare & Endangered Plants & Habitats in the Golden State  
- Mary Carroll  

The Desert Tortoise & the Endangered Species Act: Prospects for Survival  
- Ray Bransfield  

Stewards of the Earth: In Search of Renewal  
- Michael Ableman  

California’s Treasured Wildlife  
- B. Moose Peterson
Perched on the Brink: An Historical Overview of the California Condor  
Jan Hamber  
Winter 1992

Return to the Wild: A Current Look at the California Condor  
David Ciendennen  
Winter 1992

The Pulse of Wildlife: Habitats of the Los Padres National Forest  
Nancy Sandburg  
Spring 1992

Channel Islands of Southern California: An American Galapagos  
Peter Howorth  
Spring 1992

Carrizo Plains, Last of the Grasslands  
B. Moose Peterson  
Spring 1992

Keeping the Sespe Wild  
Alasdair Coyne  
Spring 1992

The Natural Resources of Carpinteria Salt Marsh: An Important Coastal Ecosystem  
Wayne Ferren  
Spring 1992

Global Population: Local, National and World Environmental Impact  
Manny Kundu  
Fall 1992

Southern California’s Endangered Species: The Riparian Crisis  
Samuel Sweet  
Fall 1992

Stewardship of the Seashore: The Santa Barbara County Adopt-a-Beach Program  
Kip Evans & Diana L. Francis  
Fall 1992

Protecting the Back Country of the Los Padres National Forest for Future Generations  
Stephen Horne  
Fall 1992

Citizen Involvement in Protecting the Environment  
Marc Chytilo  
Fall 1992

Bird of Troubled Waters: Quest to Save the Least Bell’s Vireo  
Jim Greaves  
Fall 1992

Population, Resources, Environment; Where We Stand Now  
Paul Ehrlich  
Winter 1993

Economics for a Sustainable Environment  
Hazel Henderson  
Winter 1993

It’s Healing Time on Earth  
David Brower  
Winter 1993

This Land, This People  
David Morris  
Fall 1993

Management of Public Wetland Resources: A State Park’s Perspective  
Virginia Gardiner Johnson  
Fall 1993

Biological Heritage of the Channel Islands  
Rob Klinger  
Fall 1993

Caring for Our Treasures in the Santa Barbara County Parks System  
Winter 1993
California, The Economy & the Environment: A Presentation by Senator Gary Hart  
-Gary Hart  
Winter 1994

Literature for the Environment's Sake: An Evening with Peter Matthiessen  
-Peter Matthiessen  
Winter 1994

Lessons From the Past, Inspiration for the Future—A Journey to the World's Farms, Gardens & Markets  
-Michael Ableman  
Spring 1994

60 Years on the Front Line: Where Do We Go From Here?  
-David Brower  
Spring 1994

Becoming Native to this Place  
-Wes Jackson  
Spring 1994

An Afternoon on the Farm  
-Wendell Berry  
Spring 1994

Mobility Within the Urban Village: Transportation Issues in Santa Barbara  
-Gil Garcia  
Fall 1994

If the Goal is Sustainable Development, How Do We Get There?  
The Citizens' Role in the Planning Process  
-Gil Garcia  
Fall 1994

Tales of a Shaman's Apprentice  
-Dr. Mark Plotkin  
Winter 1995

A Day with David Brower: A Progress Report on CPR  
-David Brower  
Winter 1995

Healing Ourselves, Healing Our World  
-John Robbins  
Winter 1995

From the Mountains to the Sea: Exploring Santa Barbara's Unique Environments  
-Bob Wilkinson  
Fall 1996

Evolution of the California Flora From the Time of the Dinosaurs to the Present  
-Bruce Tiffney, Ph.D.  
Winter 1997

Green Building Now: Learn How to Design and Build Resource-Efficient Homes and Workplaces  
-John D. Kelley  
Fall 1997

Conference on California's Environment & the Economics of Sustainability  
Ecology and Economics: California in a Global Context  
-Paul Ehrlich  
Spring 1998

Environmental Justice  
-Dolores C. Huerta  
California at the Crossroads  
-Marc Reisner  
CPR for the Earth: Conservation, Preservation & Restoration  
-David Brower  
California's Economic Conversion: Charting the Future  
-Senator Tom Hayden
Ecology of Commerce  
-Paul Hawken

Conversations with a Farmer and a Chef  
-Michael Ableman  
Fall 1998

Goleta, the Good Land: Its Agricultural History, Stories, and Personalities  
-Michael Ableman  
Fall 1998

A Very Special Evening with Jean-Michel Cousteau: The Power of One: Protect the Ocean and Protect Yourself  
-Jean-Michel Cousteau  
Winter 1999

Marine Mammals of the Santa Barbara Channel: International Citizens  
-Peter Howorth  
Winter 1999

People of the Sea: Marine Animals in Chumash Life  
-Jan Timbrook & John Johnson  
Winter 1999

Exploring the Deep Frontier  
-Dr. Sylvia Earle  
Fall 1999

Exploring the UCSB Natural Reserve System  
-Dr. Scott Cooper  
Spring 2000

The Ocean in Trouble- Where Do We Go From Here?  
-Hillary Houser  
Winter 2001

“Smart Growth” Healthy Communities and Healing the Ocean  
-Bud Laurent  
Winter 2001

Making the Watershed Connection  
-Michael McGinnis, Ph.D.  
Winter 2001

Human Natures: Genes, Cultures & the Human Prospect  
-Paul Ehrlich  
Spring 2001

The Future of Santa Barbara and the South Coast: Continuing the Dialogue  
-Bud Laurent  
Fall 2001

Discovering the Channel Islands National Marine Sanctuary  
-Laura Francis  
Fall 2001

Parade of Green Building  
-Bill Browning  
Fall 2002

Santa Barbara’s Horticultural Legacy  
-Susan Chamberlin  
Winter 2003

Discover the Channel Islands National Marine Sanctuary  
-Laura Francis  
Spring 2003

Parade of Green Building  
-David Orr  
Spring 2004

Sacred Earth, Sustainable Lives: What it Takes to Become Spiritual Warriors on Earth’s Behalf  
Spring 2004
Discover the Channel Islands National Marine Sanctuary
-Laura Francis

Designing for Life: Identifying the Meaning of Stewardship, Sustainability and Society
-Dr. Fritjof Capra

Creating a Sustainable Future: Ecology, Ethics and Design

“Water, Ecology and Healthy Communities.”
-Prof. Len Duhl
-Michael Lerner

“Local Economies and Democratic Decision Making.”
-Katy Marmen
-Adam Wolpert

“Seven Generations: Thinking of the Future”
-Tiahoga Ruge
-Matthew Fox

-Brock Dolman
-Penny Livingston

-Dame Anita Roddick
-Robert Wilkinson
-Carolee Krieger

“Aquatic Cycles and Planetary Health.”
-Richard C Murphy
-West Marrin

“From Cradle to Cradle: Creative Pathways to Sustainable Living.”
-Prof. Bill Roley
-Ianto Evans

“The New Alchemy: Transforming Water and Soil”
-Dr. Chiu-Nan Lai
-Bob Cannard

Santa Barbara Trees of Alice Keck Park Memorial Garden
-Dr. Robert Muller

Explore the Douglas Family Preserve (Wilcox Property)
-Robert Norris

Lake Cachuma Winter Eagle Cruise
-Liz Mason

Creating a Sustainable Future: Ecology, Ethics and Design

“Bread and Water: Ensuring the Essentials”
-Anuradha Mittal
-Michael Tobias

Spring 2004
Fall 2004
Winter 2005
Winter 2005
Winter 2005
Winter 2005
Spring 2005
"Journey Into Life: Ecology, Psychology and Education"
  -Peter Russell
  -Starhawk

"Designing Sustainable Campus Communities"
  -Ernest Callenbach
  -Fred Pagan

"Ecological Ethics"
  -Satish Kumar
  -Mary Evelyn Tucker
  -Vandana Shiva
  -Francis Morre Lappe

"Creativity, Compassion and Social Change"
  -Betsy Taylor
  -Reverend James Lawson

"Ecology, Security and Humane Governance"
  -Tom Hayden
  -Richard Falk

"The New Alchemy"
  -Bob Cannard
  -Dr. Chiu-Nan Lai

"Living Systems and Social Thought"
  -Elisabet Sahtouris

Parade of Green Building
  -John Knott
  Spring 2005

Explore Arroyo Hondo Preserve
  -Chris Chapman
  Spring 2005

Workshops (1-day)

Environmental Workshop
  Fall 1990

Planning a Firescape Garden
  Winter 1991

Gardening with Natives and Other Plants Appropriate to our Environment
  Winter 1991

Farming for Sustainable Living: A Show of Harvest-time Organic Produce
  Fall 1991

Sustainable Landscaping
  Fall 1994

Food & Society
  Fall 1994

Architectural Design for Sustainability
  Fall 1994

Sustainable Residential Design
  Fall 1994

Composting, Hazardous Wastes, Recycling
  Fall 1994

Composting Workshop
  Fall 1994

Water Issues and Options
  Fall 1994
Discovering Native Uses of Plants: An Ethnobotany Field Trip  Winter 1995
Chumash Ethnobotany: Life Before Safeway  Winter 1995
Discovering Native Uses of Plants: An Ethnobotany Field Trip  Spring 1995
Fishing the Coastal Waters by Private Boat  Fall 1996
A Guided Farm Tour/Discussion with John Jeavons & Michael Ableman  Fall 1998
From the Field to the Plate  Fall 1998
Flippers, Fins and Flukes  Winter 1999
Fast Food for Marine Mammals  Winter 1999
The Islands, Ocean & Mountains of Santa Barbara  Spring 2000
Thinking Outside the Can: Going Beyond 50% Recycling  Spring 2002
Livable Communities: Curitiba to Santa Barbara and In-Between  Fall 2003
Designing for Life: Identifying the Meaning of Stewardship, Sustainability and Society  Fall 2004

**Multi-Day Seminars/Classes**

The Environment & Progress: Building a Sustainable Society  Spring 1990
Environmental Reading Series  Fall 1990
Gardening with Natives and Other Plants Appropriate to Our Environment  Spring 1991
Organic Gardening Made Easy  Fall 1991
Walking Lightly on the Earth: Following the Path for a Sustainable Society  Fall 1991
Backpacking  Fall 1993
Designing Sustainable Communities: Tools & Concepts for Practical Application in SB  Winter 1994
Sustainable Landscaping  Winter 2001
Composting Workshop  Winter 2001
Natural Ecosystems & Compassionate Solutions to Pressing Problems  Spring 2001
Designs & Build Green Homes and Workplaces Now  Spring 2002
Transportation & Transit in the South Coast in the 21st Century  Fall 2002
UC Santa Barbara Worldwatch Symposium  Winter 2003
Creating a Sustainable Future: Ecology, Ethics and Design  Winter 2004
Creating a Sustainable Future: Ecology, Ethics and Design  Winter 2005
Creating a Sustainable Future: Ecology, Ethics and Design  Spring 2005
Parade of Green Building  Spring 2005

**Science & Nature**

Wildflowers of Santa Barbara County  Spring 1995
Birds of the Santa Barbara Region: Beginning  Spring 2000
Birds of the Santa Barbara Region: Intermediate  Spring 2000
Edible and Medicinal Plants  Spring 2000
Birds of the Santa Barbara Region: Beginning  Fall 2000
Birds of the Santa Barbara Region: Intermediate  Fall 2000
Edible and Medicinal Plants  Fall 2000
What Science Has to Say About Our Physical World  Fall 2000
Birds of the Santa Barbara Region: Beginning  Winter 2001
Birds of the Santa Barbara Region: Intermediate  Winter 2001
Edible and Medicinal Plants  Winter 2001
Edible and Medicinal Plants  Spring 2001
Starwatch: 2001  Spring 2001
Birds of the Santa Barbara Region: Beginning  Fall 2001
Birds of the Santa Barbara Region: Intermediate  Fall 2001
Edible and Medicinal Plants  Fall 2001
Starwatch  Fall 2001
Birds of the Santa Barbara Region: Beginning  Winter 2002
Birds of the Santa Barbara Region: Intermediate  Winter 2002
Starwatch  Winter 2002
Edible and Medicinal Plants  Winter 2002
Starwatch  Spring 2002
Edible and Medicinal Plants  Spring 2002
Technical/Vocational

Green Gardener Certificate Program  Fall 2000
Green Gardener Certificate Program-Spanish  Fall 2000
Green Gardener Certificate Program: English/Spanish  Fall 2001
Green Gardener Certification Program-5-Star Advanced Series  Fall 2001
Green Gardener Certificate Program: English/Spanish  Spring 2002
Green Gardener Certification Program-5-Star Advanced Series  Spring 2002
Green Gardener Certificate Program: English  Fall 2002
Green Gardener Certificate Program: Spanish  Fall 2002
Green Gardener Certificate Program: English/Spanish  Spring 2003
Green Gardener Certification Program-5-Star Advanced Series  Spring 2003
Green Gardener Certificate Program: English/Spanish  Fall 2003
Green Gardener Certificate Program: English/Spanish  Spring 2004
Green Gardener Certification Program-5-Star Advanced Series  Spring 2004
Green Gardener Certificate Program: English/Spanish  Fall 2004
Green Gardener Certification Program-5-Star Advanced Series  Spring 2005

Field Trips

Field Trip to the Carpinteria Salt Marsh  Spring 1992
Ocean Beach County Park & Vandenberg Village Scientific Reserve:  Spring 1993
A Natural History Field Trip
Ecology of Nojoqui Falls County Park: A Field Trip  Spring 1993
Natural Resources of Lake Cachuma County Park: A Field Trip  Spring 1993
Natural History of San Antonio Creek  Spring 1995
Natural History of Arroyo Burro Beach  Spring 1995
Exploring the Natural History of Arroyo Burro Beach  Fall 1995
Natural History of Lake Los Carneros  Fall 1995
Natural History of Carpinteria Salt Marsh  Fall 1995
Explore Fall at the Botanic Garden  Fall 1995
<table>
<thead>
<tr>
<th>Location</th>
<th>Season</th>
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<tr>
<td>Natural History of an Oak Woodland Area</td>
<td>Fall 1995</td>
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<td>Natural History of Lake Los Carneros</td>
<td>Winter 1996</td>
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<td>Monarchs at Ellwood Grove</td>
<td>Winter 1996</td>
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<td>Rattlesnake Canyon</td>
<td>Winter 1996</td>
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<td>Coal Oil Point Natural Reserve</td>
<td>Winter 1996</td>
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<td>Honda Valley Park/Gildea Resource Center</td>
<td>Winter 1996</td>
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<tr>
<td>Santa Barbara Museum of Natural History</td>
<td>Spring 1996</td>
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<tr>
<td>Aliso Trail</td>
<td>Spring 1996</td>
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<td>Santa Barbara Botanic Garden</td>
<td>Spring 1996</td>
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<td>Lake Los Carneros</td>
<td>Spring 1996</td>
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<td>Gibraltar Road to East Camino Cielo</td>
<td>Fall 1996</td>
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<td>Mission Canyon and Tunnel Road</td>
<td>Fall 1996</td>
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<td>Toro Canyon, Doulton Water Tunnel and Montecito Water Treatment Plant</td>
<td>Fall 1996</td>
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<td>Deveroux Slough</td>
<td>Fall 1996</td>
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<td>Rattlesnake Canyon</td>
<td>Winter 1997</td>
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<td>Zaca Lake</td>
<td>Winter 1997</td>
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<td>Santa Ynez River</td>
<td>Winter 1997</td>
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<td>Coastal Whale Watch Cruises</td>
<td>Spring 1997</td>
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<td>Cold Springs Trail</td>
<td>Spring 1997</td>
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<td>Santa Barbara's Tide Pool Life</td>
<td>Spring 1997</td>
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<tr>
<td>Explore the Douglas Family Preserve (Wilcox Property)</td>
<td>Fall 1997</td>
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<tr>
<td>A Visit to Romero Canyon</td>
<td>Fall 1997</td>
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<tr>
<td>Explore the Natural History of Sedgwick Ranch</td>
<td>Fall 1997</td>
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<tr>
<td>Explore San Antonio Creek/Tucker's Grove</td>
<td>Fall 1997</td>
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<tr>
<td>Lake Los Carneros</td>
<td>Fall 1997</td>
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<tr>
<td>Discover Parma Park</td>
<td>Winter 1998</td>
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<tr>
<td>Explore Carpinteria Salt Marsh</td>
<td>Winter 1998</td>
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<tr>
<td>A Visit To Fairview Gardens</td>
<td>Winter 1998</td>
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<tr>
<td>Coastal Wale Watch Cruises</td>
<td>Winter 1998</td>
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</table>
Del Sol Pools Field Trip  
Spring 1998  
More Mesa Field Trip  
Spring 1998  
Lake Cachuma Winter Eagle Cruise  
Winter 1999  
Explore Carpinteria Marsh and Ash Avenue  
Winter 1999  
Coastal Whale Watch Cruises  
Winter 1999  
Explore Las Positas Friendship Park  
Spring 1999  
Santa Cruz Island Trip  
Spring 1999  
Birds of the Channel Islands: Treasure in Our Own Backyard  
Spring 1999  
Discover the Plants of the Channel Islands at the Botanic Gardens  
Spring 1999  
Santa Cruz Island Trip  
Fall 1999  
Rock Painting & Wildlife at Vandenberg Air Force Base  
Fall 1999  
Santa Barbara's Tide Pool Life  
Fall 1999  
Lake Cachuma Winter Eagle Cruise  
Winter 2000  
Coal Oil Point Natural Reserve  
Winter 2000  
Discover Parma Park  
Winter 2000  
Spring Sights & Sounds at the Sedgwick Reserve  
Spring 2000  
Behind the Scenes at Santa Cruz Island  
Spring 2000  
Lake Los Carneros  
Spring 2000  
Valentine Reserve: Gem of the Eastern Sierra  
Fall 2000  
A Visit to Carpinteria Salt Marsh Reserve  
Fall 2000  
A Walk in the Dunes at Coal Oil Point Reserve  
Fall 2000  
Lake Cachuma Winter Eagle Cruise  
Winter 2001  
Explore San Antonio Creek/Tucker's Grove  
Winter 2001  
A Visit to Carpinteria Salt Marsh Reserve  
Winter 2001  
Discovering the Channel Islands National Marine Sanctuary  
Winter 2001  
A Visit to Aliso Canyon  
Spring 2001  
A Field Trip to Sedgwick Natural Reserve  
Spring 2001  
Exploring Rattlesnake Canyon Trail  
Fall 2001  
Lake Los Carneros  
Fall 2001
A Field Trip to Guadalupe-Nipomo Dunes Preserve  Fall 2001
Exploring Romero Canyon              Winter 2002
Coal Oil Point Natural Reserve       Winter 2002
Lake Cachuma Winter Eagle Cruise    Winter 2002
Exploring Rattlesnake Canyon         Spring 2002
A Field Trip to Explore Nojoqui Falls County Park Spring 2002
Explore Aliso Canyon/Sage Hill Area  Spring 2002
Explore Arroyo Hondo Preserve         Fall 2002
Visit the Wildling Museum & Environs  Fall 2002
What's in the Creek: A Tour of the Watershed Resource Center Fall 2002
And Arroyo Burro Estuary              Winter 2003
What's in the Creek: A Tour of the Watershed Resource Center Winter 2003
And Arroyo Burro Estuary              
Lake Los Carneros                    Winter 2003
A Field Trip to Explore Nojoqui Falls County Park Winter 2003
Lake Cachuma Winter Eagle Cruise    Winter 2003
A Field Trip to Guadalupe-Nipomo Dunes Preserve Spring 2003
Aliso Trail                          Spring 2003
Discover Parma Park                  Fall 2003
A Field Trip to Guadalupe-Nipomo Dunes Preserve Fall 2003
Explore San Antonio Creek/Tucker's Grove Fall 2003
Lake Cachuma Winter Eagle Cruise    Winter 2004
Explore Ellwood Mesa                 Winter 2004
Explore Carpinteria Bluffs           Winter 2004
Lake Los Carneros                    Spring 2004
Santa Barbara Botanic Garden        Spring 2004
Spring Sights & Sounds at Sedgwick Reserve Spring 2004
Natural History of Carpinteria Salt Marsh Fall 2004
Zaca Lake                           Fall 2004
Exploring the Natural History of Arroyo Burro Beach Fall 2004
Lake Cachuma Winter Eagle Cruise         Winter 2005
Explore the Douglas Family Preserve (Wilcox Property)       Winter 2005
Santa Barbara Trees at Alice Keck Park Memorial Garden     Winter 2005
Explore the Aliso Canyon                                 Spring 2005
Spring Sights and Sounds at the Sedgwick Reserve           Spring 2005
Explore Arroyo Hondo Preserve                             Spring 2005

Films

"Wild By Law"                                              Winter 1997
"Paul Ehrlich & the Population Bomb"                      Spring 1998

Exhibits

From the Good Earth: Exhibit                               Spring 1994

Performances

The Spirit of John Muir                                     Winter 1991
-Lee Stetson

The Continuing Evolution of John Muir's Legacy              Winter 1991
-Lee Stetson

"Stickeen"—An Evening with John Muir performed by Lee Stetson Winter 1992
-Lee Stetson

An Evening with John Muir: Conversations with a Tramp       Winter 1993
-Lee Stetson

The Spirit of John Muir—An Evening with John Muir performed by Lee Stetson                      Winter 1994
-Lee Stetson

Conversations with a Tramp: An Evening with John Muir       Winter 1995
-Lee Stetson

John Muir Among the Animals—A One Person Performance       Winter 1996
-Lee Stetson

The Spirit of John Muir—An Evening with John Muir performed by Lee Stetson                      Winter 1997
-Lee Stetson

Conversations with a Tramp: An Evening with John Muir       Winter 1998
-Lee Stetson

-Dr. Richard Johnson
Co-Sponsors

Air Pollution Control District
All Around Irrigation and Supply
Allen Associates
American Institute of Architects
Antioch University of Santa Barbara
Architectural Foundation
Audubon Society
Biodynamic Farming & Gardening Association
Build Green Program
California Association for Coordinated Transportation
California Certified Organic Farmers
California Department of Transportation
California Integrated Waste Management Board
Carpinteria Valley Water District
Channel Islands National Marine Sanctuary
Citizen's Planning Association
City of Santa Barbara
City of Santa Barbara Fire Department
Clipper Wind Technologies
Coalition for Sustainable Transportation
Community Environmental Council
County of Santa Barbara
County of Santa Barbara (Solid Waste and Utilities Division & Water Agency)
Earth Island Institute
El Capitan Canyon Campground
Environmental Defense Center
Fairview Gardens Farm
Goleta Water District
Green Building Alliance
Guadalupe Dunes Center
Hayward Lumber Company
Heal the Ocean
Holehouse Construction Company
Horticulture Consortium of Santa Barbara
Institute of World Cultures
Interior Design Association
International Society for Ecology and Culture
La Casa de la Raza
La Casa de Maria
La Cumbre Mutual Water Company
Land Trust for Santa Barbara County
Living Green
Los Padres Interpretive Association
MarBorg Associates
NARI
Nuclear Age Peace Foundation
Occidental Art and Ecology
Ocean Futures Society
Pacifica Graduate Institute
Renewable Energy Concepts
Santa Barbara Bank & Trust
Santa Barbara Bike Coalition
Santa Barbara Botanic Garden
SBCC Student Sustainability Coalition
Santa Barbara Certified Farmers' Market
Santa Barbara Contractors' Association
Santa Barbara Food Co-op
Santa Barbara Maritime Museum
Santa Barbara Metropolitan Transit District
Santa Barbara Museum of Art
Santa Barbara Museum of Natural History
Santa Barbara News-Press
Santa Barbara Public Library
SBCC, Business Services Department
South Coast Livable Communities
Specified Lighting and Warm Floors
The Clarence E. Heller Charitable Foundation
The Institute for Reverential Ecology
The Sustainability Project
UC Natural Reserve System
UCSB Affiliates
UCSB Arts & Lectures
UCSB Bookstore
UCSB College of Letters and Science
UCSB Donald Bren School of Environmental Science and Management
UCSB Education for Sustainable Living Program
UCSB Environmental Studies Program
UCSB Extension
UCSB Interdisciplinary Humanities Center
University of California Education for Sustainable Living Program
Walter H. Capps Center for the Study of Religion, Ethics and Public Life
Walter H. Capps Foundation
Westmont College
Wildling Art Museum
Zaca Charitable Foundation
PROPOSED NEW CONTINUING EDUCATION COURSES AND TITLE CHANGES –SPRING 2005

ARTS

Title Change:

TO: Artist’s Workshop with Barnaby Conrad, 7
FR: Artist’s Workshop: Demonstration in Painting with Spontaneity and Control,

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

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

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
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

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
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
COOKING

Title Changes:

TO: Breads, Pastries and Desserts
FR: Breads, Soups and Desserts, 8
Nancy Oster 606110

TO: Portable Feast: Healthy Picnic Salads
FR: Portable Feast: A Picnic for a Special Occasion, 8
Suzanne Landry 606143

TO: Soups and Salads
FR: Soups, Salads and Souffles, 8
Suzanne Landry 606025
COURSE DEPARTMENT: Continuing Education

SUBJECT AREA AND COURSE NUMBER: Medical Career Development

TOP CODE: 1291

TITLE OF COURSE: Health Care Interpreter Training

MANDATED SUBJECT AREA:

Parenting

Elementary and Secondary Basic Skills

English as a Second Language

Citizenship

Education Program for Substantially Disabled

Short-term Vocational Programs with high employment potential _X_

Education Programs for Older Adults

Education Programs in Home Economics

Health and Safety Education

CATALOG COURSE DESCRIPTION:
The Health Care Interpreter (HCI) Training course is designed to formally train bilingual staff, currently called upon to interpret for Limited English-speaking patients in health care settings. Curriculum is based on the standards of the California Health Care Interpreting Associations and is designed to give students the knowledge and skills to provide more effective, confidential, and culturally sensitive health care interpretation.

SHORT COURSE DESCRIPTION:
A course geared to bi-lingual individuals who have been or will be called upon to interpret for Limited English proficient patients in health care settings. Student will learn the basics of effective, confidential and culturally sensitive health care interpretation, and an overview of medical terminology in the target language.
COURSE LENGTH: 64 HOURS

LECTURE HOURS: 48
LABORATORY HOURS (Practicum and Learning Lab): 16

Pre-Requisites: Pre-course language assessment

LIMITATION ON ENROLLMENT: 20
STUDENT LEARNING OUTCOMES:

- Functioning as a member of the health care team the student will be able to explain and clarify the complex roles of interpreters.
- In each encounter with a patient and health care provider the student will be able to recall the standards of practice and follow the protocols of health care interpreting.
- The student will be able to identify the ethical principles that govern the profession and apply them to each interpreting encounter.
- Use correct medical terminology in English and target language.
- Performing as needed the role of cultural clarifier to the provider and/or patient.
UNIT 1

Module 1: Introduction to Health Care Interpreting
By the end of Module 1, student will be able to:
- Define the following key terms: interpret, translate, source language, target language, ad-hoc interpreter, and register
- Define the purpose of the health care interpreter
- Describe the importance of communication and interpreting in healthcare.
- Identify key knowledge and skills required for health care interpreting.

Module 2: Models and Standards for Healthcare Interpreting
By the end of Module 2, student will be able to:
- The purpose of CHIA’S California Standards for Health Care Interpreters
- The expertise of each member of the 3 – way Partnership model of interpreting and identify the primary relationship.
- Describe the duty of the health care interpreter as a member of the healthcare team.

Module 3: Standard Interpreting Practices: Pre-Session
By the end of Module 3, student will be able to:
- Identify key information to include in a one-minute pre-session introduction to patients and providers
- Develop a rough script for a pre-session introduction in English and language of service.

Module 4: Standard Interpreting Practices: During the Session
By the end of Module 4, student will be able to:
- Describe the recommended positioning for interpreters to enhance patient-provider communication
- Describe the use of first person voice in health care interpreting and its advantages
- Describe the four modes of interpreting and the advantages and disadvantages of each mode.

Module 5: Standard Interpreting Practices: Accuracy and Completeness
By the end of Module 5, student will be able to:
- Understand the importance of providing accurate and complete interpreting
- Identify obstacles which affect participant’s personal ability to completely and accurately recall messages
- Become familiar with Ethical Principle 5: Accuracy and Completeness of the California Standards for Health Care Interpreters.

Module 6: Practice Session
By end of Module 6 student will have practiced:
- Use of first person voice
- Consecutive mode of interpreting
- Recommended positioning
- Accurate and complete interpreting
UNIT 2

Module 1: Introduction to the Roles of the Health Care Interpreter
By the end of Unit 2, student will be able to:
- Describe the four roles of the health care interpreter within the health care visit
- Identify the barriers to quality health care which the four roles try to address.

Module 2: Message Converter Role and Interventions
By end of Module 2, student will be able to:
- Define the key term: Interpreter Interventions
- Describe the Message Converter role
- Explain the importance of interpreting ALL messages for ALL parties
- Describe interventions related to the Message Converter role
- Practice interventions related to the Message Converter role.

Module 3: Three Steps for Stepping Out of the Message Converter Role
By end of Module 3, student will be able to:
- Describe when it is appropriate to step out of the Message Converter role and into other health care interpreter roles
- Describe 3 STEPs for Stepping Out of the Message Converter role
- Define the key term: Transparent Interpreting.

Module 4: Message Carrier Role and Interventions
By end of Module 4, student will be able to:
- Describe the Message Clarifier role
- Describe the interventions related to the Message Clarifier role
- Describe the guidelines for intervening as a Message Clarifier
- Practice interventions related to the Message Clarifier role.

Module 5: Impartiality
By end of Module 5, student will be able to:
- Describe California Standards for Healthcare Interpreters, Ethical Principle 2: Impartiality
- Define the key terms: Conflict of Interest and Impartiality.

Module 6: Practice
At the end of Module 6, the student will:
- Conduct pre-session introductions with both the provider and patients
- Demonstrate through practice:
  - use of first person voice
  - consecutive mode of interpreting
  - correct positioning
  - accurate and complete interpreting
  - standard interpreting practices
- Discuss Message converter and Message Clarifier roles and interventions
UNIT 3

Module 1: Cultures of the Healthcare Encounter
By the end of Module 1, student will be able to:
- Define key terms: culture and cultural competency
- Identify the cultural views represented in the interpreted health encounter
- Describe characteristics of the U.S. healthcare system
- Describe the requirements for specialists in the U.S.
- Identify healthcare professionals in different medical fields.

Module 2: Cultural Responsiveness
By end of Module 2, student will be able to:
- Discuss how culture impacts patient and provider views on health and healthcare.
- Describe some common views on health and healthcare held by members of the community for whom you interpret
- Discuss the diversity of views held by patients and providers on health and healthcare
- Discuss the impact of culture on patient-provider communications and interaction
- Discuss the students personal views on health and healthcare
- Describe Ethical Principle 6: Cultural Responsiveness of the California Standards for Health Care Interpreters.

Module 3: Cultural Clarifier Role and Interventions
By the end of Module 3, student will be able to:
- Describe the Cultural Clarifier role
- Describe interventions related to the Cultural Clarifier role
- Describe the guidelines for intervening as a Cultural Clarifier
- Practice interventions related to the Cultural Clarifier role
- Define the following key terms: stereotype and generalization.

Module 4: Confidentiality
By the end of Module 4, student will be able to:
- Describe the importance of confidentiality in the healthcare setting.
- Describe Ethical Principle 1: Confidentiality of the California Standards of Health Care Interpreters
- Discuss federal and state medical privacy and confidentiality laws (HIPPA and CMIA)
- Discuss how different cultural views of confidentiality may affect patients' expectations
- Discuss case studies related to confidentiality.

Module 5: Note-Taking
By the end of Module 5, student will be able to:
- Describe how to handle interpreting mistakes
- Describe and practice note taking
- Describe and practice activities to strengthen working memory.

Module 6: Practice Session
By the end of Module 6 student will:
- Demonstrate:
  - a pre-session
  - use of first person voice
  - consecutive mode of interpreting
  - positioning
  - accurate and complete interpreting
Module 1: Title VI of the civil Rights Act of 1964
By end of Module 1 student will be able to:
Define the Key Term: LEP, Limited English Proficiency
Identify the federal law that protects the rights of limited English speakers to receive
service form federally assisted programs
Identify whether federally funded health organizations or providers can require LEP
patients to bring a family or friend to interpret in order to receive services
Identify the federal agency responsible for enforcing Title VI
Describe how investigations of possible violations of Title VI are triggered.

Module 2: Patient Advocate Role and Interventions
By end of Module 2 student will be able to:
Describe the role of Patient Advocate
Practice applying the ethical decision making process for ethical dilemmas
Identify the interpreter’s role in reporting cases of child abuse, domestic violence, and
suicide.

Module 3: Respect for Individuals and the Their Communities
By the end of Module 3, student will be able to:
Describe California Standards for Healthcare Interpreters Ethical Principle 3: Respect
for Individuals and Their Communities
Define the following key term: Autonomy
Understand the purpose of Informed Consent
Understand the purpose of Advance Directives.

Module 4: Sight Translation:
By the end of Module 4 student will be able to:
Define sight translation
Identify key guidelines for sight translation
Practice sight translation.

Module 5: Summary of Units 1 – 2
Review of key training concepts for Units 1 – 2

Module 6: Practice Session
By the end of Module 6 student will be able to:
Demonstrate how to
Conduct a pre-session
use of first person voice
consecutive mode of interpreting
positioning
accurate and complete interpreting
Message Converter, Message Clarifier, and Cultural Clarifier roles; the Patient
Advocate role is optional
Discuss diagrams, vocabulary words and taping assignments from the previous unit.
UNIT 5

Module 1: Healthcare Interpreting As a Profession
By the end of Module 1, student will be able to:
- Discuss the difference between “certification” and an individual agency’s “certificate”
- Identify resources for continuing education and professional development
- Identify steps to continually build skills in healthcare interpreting
- Identify resources available to healthcare interpreters.

Module 2: Professionalism and Integrity
By end of session student will be able to:
- Describe California Standards for Healthcare Interpreters Ethical Principle 4: Professionalism and Integrity
- Identify effective interpreting techniques from challenging interpreting situations in healthcare.

Module 3: Self Development and Staying Healthy
By end of Module 3 student will be able to:
- Identify ways to cope with the stress of healthcare interpreting.

Module 4: Summary of Units 3 – 4
Review of Units 3 -4

Module 5: Practice Session
At the end of module 5, student will demonstrate the same performance objectives as the other unit practice sessions

UNIT 6 Medical Terminology and Practicum

Module 1: Medical Terminology
By end of Module, student will be able to:
- Demonstrate in the target language, using case scenarios, how to apply the following in the patient/provider encounter:
  - Everyday words (greetings, weights and measures, time, meals).
  - Patient teaching expressions (admissions, surgery, patient instructions)
  - Systems assessment (medical and family history, personal habits etc)
  - Medications and tests
  - Liability issues
- Identify on anatomical illustrations and/or the appropriate terms for body parts in English and the target language.
- Describe how to use reference material appropriately in the patient/provider encounter

Module 2: Practicum
By end of Module 2 student will be able to demonstrate for the instructor preceptor mastery of the student learning outcomes:

- Functioning as a member of the health care team the student will be able to explain and clarify the complex roles of interpreters.
- In each encounter with a patient and health care provider the student will be able to recall the standards of practice and follow the protocols of health care interpreting.
- The student will be able to identify the ethical principles that govern the profession and apply them to each interpreting encounter.
- Use correct medical terminology in English and target language.
• Performing as needed the role of cultural clarifier to the provider and/or patient.

INSTRUCTIONAL METHODOLOGY:
Lecture; demonstration, role play, group practice and discussion, use of instructional software in a learning laboratory setting, language coaching in group and individual settings

METHODS OF EVALUATION FOR DETERMINING IF STATED OBJECTIVES HAVE BEEN MET:
• Pre-enrollment language assessment
• Written pre and post testing before and after each unit
• Instructor observation of role play and group discussions including demonstration and return demonstration of interpreting skills
• Final written competency examination
• Demonstration of student skills through teacher observation of student/patient/provider encounter

INSTRUCTIONAL MATERIALS (INCLUDING TEXTBOOKS, RESOURCES AND OTHER MATERIALS)

APPROVED: Date 5/13/05

[Signatures]
Chair, SBCC Curriculum Advisory Comm.

[Signature]
Executive Vice President, Educational Programs

Healthcare Outline Interpreting.rtf 2, May 2005
### Po Board Report

**Santa Barbara Community College**

**End Date:** 16-APR-2005, **End Date:** 1-MAY-2005

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**Table:**

- **Department:** Various departments related to science, business, technology, education, humanities, math, and engineering.
- **Vendor:** Not specified.
- **# of:** Not specified.

**Note:** The table is incomplete and requires additional data to be filled in. The document appears to be a report or a table of information that is partially filled out.
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is between Santa Barbara Community College, with principal corporate offices located at 721 Cliff Drive, Santa Barbara, CA 93109-2394 ("Consultant") and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, a body politic and corporate, with district offices located at 226 W. Jackson Boulevard, Chicago, Illinois 60606 ("Institution").

RECITALS:

WHEREAS, the Institution desires to secure Consultant's services as outlined herein; and

WHEREAS, Consultant has represented that it has the requisite expertise to perform such services;

Now Therefore, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is acknowledged by Consultant and the Institution, the parties agree as follows:

1. **Incorporation.** The above recitals and all exhibits attached hereto are incorporated herein by reference.

2. **Services.**

   a. **Scope of Services.** Consultant shall perform the professional services and all tasks incidental thereto and provide the deliverables specified herein and in Exhibit A attached hereto and incorporated herein by reference ("Services"). Consultant shall perform all Services in accordance and to the reasonable satisfaction of the Institution. Time is of the essence.

   b. **Standard of Performance.** Consultant shall perform the Services in accordance with the degree of professional skill, care and diligence shown by a professional performing services of a comparable scope, purpose and magnitude customarily provided in the performance of such Services. Consultant shall at all times act in the best interests of the Institution. Consultant acknowledges that it is entrusted with and will have access to valuable and confidential information and records of the Institution and agrees to be held to the standard of care and diligence of a fiduciary. All Services that require the exercise of professional skills or judgment will be performed by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant remains responsible for the professional and technical accuracy of all Services and deliverables furnished, whether by Consultant, Consultant's subcontractors or others on its behalf. All deliverables must be prepared in a form, content and schedule satisfactory to the Institution. Moreover, Consultant shall use its best efforts, furnish its best professional skill and judgement and cooperate with
Institution officials, employees, contractors and agents in completing the Services. If Consultant fails to comply with these standards, the Consultant must re-perform, at its own expense, all Services required to be re-performed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any and all of the Services by the Institution does not relieve the Consultant from this re-performance obligation or its responsibilities hereunder.

3. **Personnel.** Consultant shall provide and utilize all personnel required to satisfactorily and successfully perform the Services.

4. **Term.** Subject to Section 10 herein, this Agreement shall begin September 1, 2004, and end June 30, 2005 unless otherwise terminated or extended by the parties in writing ("Term").

5. **Fee.**

   a. **Maximum Fee.** As payment for satisfactory performance of the Services, Consultant shall receive a fee in an amount not to exceed $5,000.00 ("Fee").

   b. **Invoices.** Consultant shall submit monthly invoices for the Institution’s review and approval indicating the portion of the Services provided during the invoice period. Consultant shall comply with any form and time limitations in which invoices must be submitted and shall submit such evidence to the Institution as may be required to show the validity of the Fee and any claimed expenses. Payment on approved invoices shall be due thirty days from the date the invoice is received by the Institution, unless the amount is in dispute. If the Institution objects to all or any portion of an invoice it shall promptly notify Consultant of its objection and both parties shall immediately make every effort to promptly settle the disputed portion of the invoice. If the dispute is not settled by the date that the payment is due, then the Institution shall pay the undisputed portion of the invoice. Neither the initial payment nor any subsequent payments hereunder constitute acceptance of the Services or any deliverables provided hereunder.

   c. **Taxes.** Consultant is solely responsible for paying income, social security and other employment taxes due to the proper taxing authorities, and understands that the Institution shall not deduct such taxes from any payments to Consultant hereunder. Consultant shall also obtain and pay for all permits, licenses and fees required to perform the Services and comply with the terms of this Agreement.

   d. **Appropriation.** All payments hereunder, including the Fee shall be subject to the appropriation and availability of funds of Institution. If funds are not appropriated by the Institution for the Fee during any fiscal period, this Agreement shall terminate, without need for notice, on the earliest of the last day of the fiscal period for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted. The Institution shall not be obligated to make any payments in the event of non-appropriation.
c. **Accounting.** In connection with the Services, Consultant shall keep and maintain separate, complete, accurate, and detailed books and records reflecting and fully disclosing: (i.) all costs and out-of-pocket expenses incurred and (ii.) all revenues billed and received. All such books and records shall be kept for a period of three (3) years after the expiration or termination of this Agreement and shall be available at a location in Chicago, Illinois, for inspection, copying, audit, and examination by the Institution or any representative of the Institution. Consultant shall incorporate this right to inspect, copy, audit, and examine all books and records into all subcontracts entered into by Consultant with respect to the Services. Moreover, upon the Authority’s request, Consultant shall promptly furnish all such books and records to the Authority. This provision shall survive for three years after the expiration or termination of this Agreement.

f. **MBE/WBE.** Unless waived by Institution in writing, Consultant must expend at least 25% of the Fee (including all modifications and amendments to it) with one or more certified minority business enterprises (“MBE”) and at least 7% of the Fee (including all modifications and amendment to it) with one or more certified women’s owned business enterprises (“WBE”). Failure to comply with this provision constitutes a material breach of this Agreement and may result in termination of the Agreement and other remedies.

6. **Ownership/Confidentiality.**

   a. **Ownership of Documents.**

   All materials, including but not limited to intellectual property, presentations, documents, data, studies and reports prepared, furnished or generated as a result of this Agreement shall at all times be and remain the property of the Institution (“Work Product”). At Institution’s request or upon the expiration or termination of this Agreement, Consultant shall deliver to the Institution all finished or unfinished Work Product. Consultant hereby irrevocably assigns, transfers and delivers to the Institution, its successors and assigns, all right, title and interest in and to the U.S. and foreign copyright registrations, applications and renewals, if any, related to such Work Product, free and clear of any liens, claims or other encumbrances. Consultant will execute all documents and perform all acts that the Institution may reasonably request in order to assist the Institution in perfecting its rights in and to Work Product.

   b. **Confidentiality.**

   All materials, including, but not limited to, Work Product, documents, studies, reports, information, or data, prepared by or provided to Consultant under this Agreement (“Materials”) are confidential. Consultant shall not make the Materials available to a third party without the Institution’s prior written consent. Consultant shall not issue press releases or grant press interviews related to the Services, or
disseminate any information regarding the Services without the Institution's prior written consent. If Consultant is presented with a *subpoena ducem* or a request for documents by any administrative agency regarding any records, data or documents related to the Services, Consultant shall immediately give notice to the Institution and agrees that the Institution may contest the subpoena or request before the Materials are submitted to a court or other third party, provided, however, that Consultant shall not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency unless the subpoena or request is quashed or the time to produce is otherwise extended.

7. **Representations and Warranties.**

   a. **Consultant Representations and Warranties.** In connection with this Agreement, Consultant represents and warrants that:

      i. It is ready, willing and able to perform, and will perform, the Services in accordance with this Agreement; and

      ii. No officer, agent or employee of the Institution is employed by Consultant or to the best of Consultant's knowledge, after due diligence and inquiry, has a financial interest directly or indirectly in this Agreement or the Services except as may be permitted under the Institutions' Ethics Policy. Further, Consultant agrees to comply with Institution's Ethics Policy and with any amendments enacted thereafter; and

      iii. Consultant shall not use any debarred or ineligible subcontractor to perform all or any portion of the Services; and

      iv. Consultant and its subcontractors, if any, are not currently in default and have not been in default within the past five (5) years of any contract awarded by the Institution; and

      v. Consultant understands the nature of the Services and all other matters that may affect this Agreement or its performance and Consultant has carefully examined and analyzed this Agreement and determined that the Agreement is feasible of performance in accordance with its terms; and

      vi. No representation, statement or promise, oral or in written, by the Institution, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant; and

      vii. Consultant is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois. Consultant has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and
viii. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Consultant. This Agreement constitutes the legal, valid and binding agreement of Consultant, enforceable against Consultant in accordance with its terms (except insofar as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally, or by principles governing the availability of equitable remedies; and

ix. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not: (i) conflict with or result in any violation of any provision of the charter or bylaws of Consultant, each as amended to date; or (ii) conflict with, result in any violation or breach of, constitute a default under, give rise to any right of termination or acceleration (with or without notice or the lapse of time or both) pursuant to, or result in being declared void or voidable, any term or provision of any note, bond, mortgage, indenture, lease, license, contract or other instrument to which Consultant is a party of or by which any of its properties or assets are or may be bound; or (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Consultant; and

x. Professionals competent to perform the Services shall perform all Services that require the exercise of professional skill or judgment.

b. **Institution Representations and Warranties.** In connection with this Agreement, the Institution represents and warrants that:

i. The Institution is a body politic and cooperation duly organized, validly existing and in good standing under the laws of the State of Illinois. The Institution has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

ii. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein, have been duly authorized by all requisite corporate action on the part of the Institution. This Agreement constitutes the legal, valid and binding agreement of the Institution, enforceable against the Institution in accordance with its terms (except insofar as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally, or by principles governing the availability of equitable remedies; and

iii. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not: (i) conflict with or result in any violation of any provision of the charter or bylaws of the Institution,
each as amended to date; or (ii) conflict with, result in any violation or breach of, constitute a default under, give rise to any right of termination or acceleration (with or without notice or the lapse of time or both) pursuant to, or result in being declared void or voidable, any term or provision of any note, bond, mortgage, indenture, lease, license, contract or other instrument to which the Institution is a party or by which any of its properties or assets are or may be bound; or (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Institution.

8. **Indemnity.** Notwithstanding any other terms and conditions in this Agreement, including any obligations regarding insurance coverage, Consultant agrees to defend, indemnify, save and hold harmless fully the Institution, its Board of Trustees, agents, officers, students, volunteers, contractors and employees against any and all claims, suits or judgments, costs or expenses, including attorney’s reasonable fees, (collectively ("Loss")) in connection with this Agreement. This indemnification obligation does not extend to that portion of a Loss caused by Institution’s negligence, as determined by a court of competent jurisdiction in a final, non-appealable judicial order.

9. **Insurance.** Throughout the Term, Consultant, at its own expense, shall provide and maintain the following insurance coverage:

a. **Workers Compensation and Employers Liability** Workers Compensation as prescribed by applicable law, covering all employees who are providing the Services and Employer’s Liability coverage with limits of not less than $1,000,000 each accident or illness; and

b. **Commercial General Liability** Commercial General Liability Insurance or equivalent with limits of not less than $5,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage shall include the following: All premises and operations, products/completed operations, separation of insured, defense, and contractual liability (with no limitation endorsement); and

c. **Automobile Liability** When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant shall provide Comprehensive Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence, for bodily injury and property damage; and

d. **Fidelity, EPLI and Professional Liability (E&O).** Professional liability insurance covering errors, omissions or negligent acts must be maintained with limits of not less than $1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Prior to the execution of this Agreement, Consultant shall furnish the Institution with original insurance certificates evidencing the required coverage. All insurance certificates shall name the
Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and its officers, directors, agents, students, employees, contractors and volunteers as additional insured on a primary, non-contributory basis. Institution’s failure to obtain certificates or other insurance evidence from Consultant shall not be deemed a waiver of this provision by the Institution. This Agreement, at Institution’s sole discretion, may be terminated if Consultant fails to comply with this provision. All insurance policies required hereunder shall include a provision which requires the Institution to receive sixty (60) days prior written notice before coverage is substantially changed, cancelled or non-renewed. Any insurance or self-insurance programs maintained by Institution shall apply in excess of and not contribute with insurance provided by Consultant.

10. **Termination/Remedies.**

   a. **Termination for Convenience.** Notwithstanding Section 10(b) below, the Institution may terminate this Agreement, or any portion of the Services, at any time, upon five days prior written notice to Consultant. If this Agreement is terminated by the Institution under this Section 10, Consultant shall immediately deliver to the Institution all finished or unfinished materials, documents, data, studies and reports prepared by him or under his direction in connection with the Services. The Institution will pay Consultant for the portion of the Services satisfactorily performed by Consultant in those amounts accrued but not yet paid prior to the effective date of termination. Such payment to the Consultant shall be in full settlement for all Services.

   b. **Termination for Default.** Subject to Section 10(a) herein, this Agreement may also be terminated for default. Each of the following shall constitute an event of default by Consultant (“Default”).

   i. Any material misrepresentation, whether in the inducement or in the performance, made by the Consultant to the Institution; and

   ii. A breach of a representation or warranty contained in this Agreement; and

   iii. the insolvency, bankruptcy or committing of any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors; and

   iv. failure to comply with or perform any material provision of this Agreement; and

   v. Failure or refusal to provide enough properly skilled personnel, adequate supervision, or adequate materials and equipment of the proper quality to perform the Services; and

   vi. Causing, by any action or omission, the stoppage, delay of, or interference with, the work of any other Consultant or subconsultant.
If a court of competent jurisdiction rules that termination of this Agreement by the Institution for default of Consultant was wrongful, then the termination shall be deemed to have been a termination for convenience.

c. **Curable and Incurable Defaults.** Time-sensitive defaults (e.g., failure to meet deadlines) are not curable unless the Institution, in its sole and absolute discretion, extends the deadline. Such extension, however, does not relieve Consultant of liability for any damages the Institution may suffer. Consultant shall cure any default that is not time-sensitive with ten (10) calendar days after Consultant is given notice of the default.

d. **Remedies.** In addition to any other remedies contained herein, the Institution may invoke any or all of the following remedies for a Default:

i. Complete the Services at Consultant’s expense, either directly or through the use of contractors and subcontractors; or

ii. Receive a refund or withhold all or any portion of the Fee; or

iii. Demand specific performance, an injunction or any other appropriate equitable remedy; or

iv. Terminate this Agreement.

e. **Right to Offset.** All costs incurred by the Institution due to: (i) termination of this Agreement for default; or (ii) Consultant’s performance of the Services; or (iii) Institution’s exercise of any of the remedies available herein, may be offset by: (i) any credits due to or overpayments made by the Institution; or (ii) any payments due to Consultant for Services completed. If such amount offset is insufficient to cover those excess costs, Consultant shall be liable for and promptly remit to the Institution the balance upon written demand. This right to offset is in addition to and not a limitation on any other remedies available to the Institution.

No remedy hereunder is exclusive of any other remedy, but each remedy shall be cumulative and in addition to any other remedies at law, in equity or by statute existing now or hereafter. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power nor shall it be construed to be a waiver of any Default or acquiescence therein, and every such right and power may be exercised periodically and as often as may be deemed expedient. If the Institution considers it to be in the Institutions best interest, it may choose not to declare a default or terminate the Agreement. The parties acknowledge that this provision is solely for the benefit of the Institution and that if the Institution permits Consultant to continue providing Services despite one or more events of default, the Consultant is in no way relieved of any of its duties and obligations under the Agreement and the Institution does not waive or relinquish any of its rights.
11. **Additional Provisions.** The parties further agree the following provisions:

a. **Cooperation with Successors.** If this Agreement expires or is terminated for any reason, Consultant shall use its best efforts to assure an orderly transition to Institution and to the successor consultant, if any. Consultant must make an orderly demobilization of its own operations, provide the Services uninterrupted until the effective day of such termination or expiration, and otherwise comply with the reasonable requests and requirements of the Institution in connection with the termination or expiration.

b. **Notices.** All notices hereunder shall be in writing and either (i) delivered personally; or (ii) sent by nationally recognized express courier; or (iii) sent by certified mail (return receipt requested). Any such notice will be deemed given when actually received and addressed as follows:

   **If to Institution:**

   Wayne D. Watson  
   Chancellor  
   City Colleges of Chicago  
   226 W. Jackson Blvd.  
   14th Floor  
   Chicago, IL. 60606

   with a copy to:

   Yolande M. Bourgeois  
   General Counsel  
   City Colleges of Chicago  
   226 W. Jackson Blvd.  
   14th Floor  
   Chicago, IL. 60606

   **If to Consultant:**

   Notices shall be sent to Consultant at the address listed above.

c. **Severability.** The terms of this Agreement are severable and if a court of competent jurisdiction herein declares any term or provision illegal, void or unenforceable, the remainder of the provisions hereunder shall remain valid and enforceable.

d. **Entire Agreement.** This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties. Any prior written or oral agreements or representations related to this Agreement or the Services are of no force and effect.
e. **No Damages for Delay.** During the Term, Consultant is not entitled to and must make no charges or claims for damages for any delays or hindrances from any cause in connection with the Services. If Consultant’s performance of the Services is delayed by causes beyond Consultant’s reasonable control, at the Institution’s sole option, the Institution may either terminate this Agreement or extend the time to complete the Services to reflect the extent of the delay (if extension is feasible given the project deadlines and the expectations of public performance), provided the Consultant has given the Institution written notice within ten days after delay begins. The notice by the Consultant must include a description of the reasons for the delay and the steps Consultant has taken or will take to mitigate the effects of the delay.

f. **Names/Logos.** The Authority owns all rights to the names City Colleges of Chicago and to certain logos, servicemarks, trademarks and likenesses (“Marks”). Consultant must not use the Marks as part of Consultant’s business or trade name, and Consultant must not use the Marks or sell merchandise or services with the Marks without the Institution’s express written consent. Also, Consultant must not permit anyone else to do so.

g. **Governing Law.** This Agreement shall be interpreted and governed by the laws of the State of Illinois and venue for any litigation related to this Agreement shall be in Cook County, Illinois.

h. **Non-Discrimination.** Consultant shall not discriminate against any workers, employees or applicants, or any member of the public, because of race, color, religion, age, disability unrelated to ability to perform, gender, national origin or ancestry, sexual orientation, marital status, military discharge status or source of income. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Consultant further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors, and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skill labor, or who may perform any labor or services in connection with this Agreement.

i. **Compliance with Laws.** During the Term, Consultant, at its sole expense, shall observe and comply with all federal, state and local laws, rules, ordinances and regulations related to this Agreement, including, but not limited, to the Illinois Public Community College Act and the Rules for the Management & Government of the City Colleges of Chicago. Consultant shall indemnify the Institution for all losses and expenses, including reasonable attorneys fees resulting from failure to comply with this provision, including, but not limited to, any fines, penalties, or corrective measures.
j. **Amendments/Changes.** No modification or amendments to this Agreement shall be effective unless such amendment is in writing and signed by both parties hereto.

k. **Ethics Policy.** Consultant agrees to comply with the Institution’s Ethics Policy with any amendments adopted thereafter.

l. **Independent Contractor.** Consultant is an independent contractor and not the agent, partner or employee of the Institution. Consultant shall not have the authority to enter into any contract or agreement to bind Institution, and shall not represent to anyone that Consultant has such authority.

m. **Assignment and Delegation.** Consultant shall not subcontract, assign, or otherwise transfer all or any portion of this Agreement, nor delegate its duties or obligations heretunder without the Institution’s prior written consent.

n. **Survival.** Upon the expiration or termination of this Agreement, those provisions that would by their nature survive this Agreement will so survive.

o. **Third Party Beneficiaries.** Nothing contained in this Agreement is intended to confer upon any person (other than the parties hereto, the Institution Indemnified Parties and the Consultant Indemnified Parties) any rights, benefits or remedies of any kind or character whatsoever, and no person will be deemed a third-party beneficiary under or by reason of this Agreement.

p. **Force Majeure.** Neither party will have any liability to the other for any failure or delay in performing any obligation under this Agreement due to acts of God or nature, fires, floods, strikes, civil disturbances, terrorism, or power, communications, satellite or network failures (individually and collectively “Force Majeure Event”). Either party upon prior written notice may terminate this Agreement if such Force Majeure Event continues for more than ten-(10) calendar days.

q. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one binding agreement.

r. **Conflicts.** In the event of a conflict between the provisions of this Agreement and the provisions of Exhibit A, the provisions of this Agreement shall control.
IN WITNESS WHEREOF, the Institution and Consultant have executed this Agreement as of the date written above.

INSTITUTION

Charles Cumerick
President
Wright College

Santa Barbara Community College

JOSEPH E. SULLIVAN
Print Name

VICE PRESIDENT, BUSINESS SERVICES
Print Title

Approved as to legal form:

Yolande M. Bourgeois
General Counsel
EXHIBIT A
SCOPE OF SERVICES

Santa Barbara Community College is one of five partner institutions working in conjunction with Wilbur Wright College on the Great Books FIPSE and NEH Grant Projects. Funds will be administered through the grants to Santa Barbara Community College for the following purposes:

- The faculty liaison will develop and implement a Great Books Program at Santa Barbara Community College modeled after the Great Books Curriculum at Wright College: responsible for setting up the Great Books Curriculum on campus, coordinating meetings of faculty among various disciplines, and promoting the Great Books Curriculum.

- Faculty will collaborate with five partner institutions on the creation of a broad range of Core Author readings and pedagogical resources that will be placed on a specially created national website to be headquartered at Wright College and funded through the NEH Grant. Faculty will develop and submit course modules for inclusion on the website.

- Faculty will establish a local Great Books Curriculum website to be linked to the national website.

- Faculty liaison/administrator will attend annual FIPSE/NEH meetings sponsored by Wright College to consult with the Project Director, Project consultants and Great Books Curriculum faculty, to review progress and to establish continued goals for the Project.
March 10, 2005

Mr. Alexander Pittmon
Director of Campus Development
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109-2394

RE: SANTA BARBARA CITY COLLEGE
HIGH TECHNOLOGY BUILDING
CONCEPTUAL LANDSCAPE PROPOSAL

Dear Mr. Pittmon,

Per your request, George W. Girvin Associates, Inc. (GWGA) is pleased to provide professional landscape architectural services for the conceptual development of the proposed High Technology Building located on the east campus. Our involvement and partnership with the school goes back to 1988 with the West Campus Parking Structure and earlier site Long Range Development and Visionary Plans. Other individual projects that GWGA has been involved with include the following:

- Business Communications Center
- Bookstore
- East Campus Entry
- HRC Gate & Patio
- Calden Overlook
- Learning Resource Center
- The Mentors West Campus Fountain Plaza
- Castillo Point Promenade
- Oak Woodland Restoration Study
- East Campus Center Plaza

Our long involvement with the campus development gives us a unique perspective and will allow for the integration of this new High Technology Building Plaza expansion into the east campus.

It is our understanding that GWGA shall coordinate with the architect, Don Zimmer, with KBZ Architects and the Development and Facilities Department. We will be addressing such issues as A.D.A Requirements, pedestrian circulation, hardscape paving design, site lighting and fountain design, fire truck access and blending the landscape planting into the adjacent campus landscaping and replacement. Based on our understanding of the project and timeline, GWGA has prepared the following work task outline for this initial phase of work.

Park Planning • Urban Design • Resort & Land Planning • Estate Residential • CA Lic. #1620 • www.girvinassoc.net
1623-B Fifth Avenue, San Rafael, California 94901 • (415) 459-3443 • FAX (415) 459-7926
109 West Cota Street, Santa Barbara, California 93101 • (805) 564-5080 • FAX (805) 564-5082

Item 5.1-9
Page 1 of 2
05/26/05
I. Work Task Outline

   A. Site Conceptual Landscape Plan
      1. Review program with the school and architect.
      2. Verify existing conditions on site to understand relationship to existing
         buildings, circulation, views, sun orientation, grade changes and wind
         conditions and impact to Oak Woodland Reserve.
      3. Develop conceptual plan for review with the architect and school.
      4. Prepare sections and elevations as needed to communicate the design intent.
      5. Prepare statement of site construction cost magnitudes.
      6. Finalize colored conceptual landscape plan and make a presentation to the Board of
         Directors and the Facilities Development Department.

II. Compensation

   A. Conceptual landscape plan, coordination and an estimated five meetings including
      the final presentation.

      Lump Sum $ 12,500.00

   If the above is agreeable, please sign and return one of the Letter of Agreement or provide a SBCC
   purchase order as authorization to proceed.

   We are most excited about the opportunity to continue our working relationship with SBCC on this
   exciting project.

   Sincerely,
   GEORGE W. GIRVIN ASSOCIATES, INC.

   [Signature]

   George W. Girvin, ASLA
   President

   Approved &
   Agreed By: ___________________________ Date: _______________
STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - GROSS
AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION

1. Basic Provisions ("Basic Provisions").
1.1 Parties: This Lease ("Lease"), dated for reference purposes only
March 14, 2005, is made by
and between John Scharin and Pamela Hays, Trustees of the Scharin Family Trust

("Lessor")
and Citizenship Center
("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) Premises: That certain portion of the Project (as defined below), including all improvements therein or to be provided by Lessor under
the terms of this Lease, commonly known by the street address of
75 South Broadway, Suite J
located in the City of
Santa Maria
County of
Santa Barbara
State of
CA
with zip code
93110
as outlined on Exhibit
attached hereto ("Premises")
and generally described as (describe briefly the nature of the Premises): Approx 850 square feet office space

in addition to Lessor's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as
defined in Paragraph 3.7 below) as hereinafter specified, but shall not have any rights to the roof, exterior walls or utility raceways of the building
containing the Premises ("Building") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located,
along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." (See also Paragraph 2.5).

1.2(b) Parking: NA unreserved vehicle parking spaces ("Unreserved Parking Spaces"); and NA
reserved vehicle parking spaces ("Reserved Parking Spaces"). (See also Paragraph 2.6.)

1.3 Term: One and Zero months ("Original Term") commencing
(Commencement Date) and ending
March 31, 2006
(Expiration Date). (See also Paragraph 3.)

1.4 Early Possession: March 16, 2005 ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3.)

1.5 Base Rent: $1000.00 per month ("Base Rent"), payable on the
NA day of each month
commencing
April 1, 2005
(See also Paragraph 4.)

☐ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted.

1.6 Lessee's Share of Common Area Operating Expenses: NA percent ( NA %) ("Lessee's Share").

1.7 Base Rent and Other Monies Paid Upon Execution:
(a) Base Rent: $12,000.00 for the period twelve months
(b) Common Area Operating Expenses: $ NA for the period
(c) Security Deposit: $1000.00 ("Security Deposit"). (See also Paragraph 5.)
(d) Other: $ NA for
(e) Total Due Upon Execution of this Lease: $13000.00

1.8 Agreed Use: Citizenship counseling services for immigrants.

1.9 Insuring Party. Lessor is the "Insuring Party." (See also Paragraph 8.)
1.10 Real Estate Brokers: (See also Paragraph 15.)
(a) Representation: The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes):
☐ NA represents Lessor exclusively ("Lessor's Broker");
☐ NA represents Lessee exclusively ("Lessee's Broker"); or
☐ NA represents both Lessor and Lessee ("Dual Agency").
(b) Payment to Brokers: Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of NA or NA % of the net Base Rent for the brokerage services rendered by the Brokers).

1.11 Guarantor. The obligations of the Lessee under this Lease are to be guaranteed by Jose Martinez ("Guarantor"). (See also Paragraph 37.)
1.12 Addenda and Exhibits. Attached hereto is an Addendum or Addenda consisting of Paragraphs through and
Exhibits through all of which constitute a part of this Lease.

2. Premises.
2.1 Leasing. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. Unless otherwise provided herein, any statement of size set forth in this Lease, or that may have been used in calculating Rent, is an approximation which the Parties agree is reasonable and any payments based thereon are not subject to revision whether or not the actual size is more or less.

2.2 Condition. Lessor shall deliver that portion of the Premises contained within the Building ("Unit") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"). and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, the sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date and that the structural elements of the roof, bearing walls and
"construction of the Unit shall be free of material defects. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems; and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for

Initials
Page 1 of 12
5/26/05
the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7.

2.3. Lessor and Leesee agree that the improvements on the Premises and the Common Areas comply with the building codes that were in effect at the time that each such improvement, or portion thereof, was constructed, and also with all applicable laws, covenants or restrictions of record, regulations, and ordinances in effect on the Start Date ("Applicable Requirements"). Said warranty does not apply to the use to which Lessee will put the Premises or to any Allocations or Utilities hereunder. Each party reserves and covenants that it shall be solely responsible for determining whether or not the zoning is appropriate for Lessee's intended use, and acknowledges that past uses of the premises may no longer be allowed. If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specific reference to the non-conformance, rectify the same at Lessee's expense. If Lessor does not give written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of non-conformance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition or to an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substances, or the reinforcement or other physical modification of the Unit, Premises, or the Common Areas, Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessor shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the first 2 years of the Base Rent, Lessor shall have 6 months' Base Rent, Lessee unless Lessor notifies, in writing, within 10 days after receipt of Lessee's preliminary notice that Lessor has elected to pay the difference between the actual cost thereof to the amount equal to 6 months' Base Rent. If Lessee elects to terminate the Lease, Lessor shall immediately cease the use of the Premises and deserted, which requires such Capital Expenditure, and 90 days' prior written termination notice shall, however, not be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications, the erection and maintenance of a fence or barrier to prevent the use by the Premises pursuant to the formula set out in Paragraph 7.1(d); provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease or if Lessee reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease at the then next rental date, within 10 days after receipt of Lessor's lease termination notice, subject to the condition that Lessee shall pay for such Capital Expenditure. If Lessor does not elect to terminate, and fail to tender its share of any such Capital Expenditure, Lessor may advance such funds and deduct same, with, interest, from Rent until Lessor's share of such costs has been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessor on an offset basis, Lessor shall have the right to terminate this Lease upon notice to Lessor within 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If, however, Lessee is not aggrieved by the Lessor's exercise of this warranty, and if the improvements are not made and expense in the event of, or modification to the Premises and, in that event, Lessor shall be fully responsible for the cost thereof, and Lessor shall have no right to terminate this Lease.

Acknowledgements. Lessor acknowledges that: (a) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the condition of the Premises (including, but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and that their use will not result in injury, sickness, disability, death, or loss of property, or damage to any property or the Premises, and (b) Brokers have made no representations, promises or warranties concerning Lessor's ability to honor the Lease or suitability to occupy the Premises, and it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5. Lessee as Prior Owner/Occupant. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessor was the owner or occupant of the Premises. In such case, Lessor shall be responsible for any necessary corrective work.

2.6. Vehicle Parking. Lessee shall be entitled to use the number of Unreserved Parking Spaces and Reserved Parking Spaces specified in Paragraph 3.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "Permitted Size Vehicles." Lessor may regulate and enforce the use of the parking spaces by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor.

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors, and invitees, including parked areas, loading and unloading areas, trash areas, roadways, driveways, sidewalks, and landscaped areas.

(b) Lessee shall not permit or allow any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7. Common Areas - Definition. The term "Common Areas" is defined as all the services and facilities outside the Premises and within the exterior boundary line of the Project and interior utility walkways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessee, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors, and invitees, including parking areas, loading and unloading areas, trash areas, roadways, driveways, sidewalks, and landscaped areas.

2.8. Common Areas - Lessee's Rights. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, customers, contractors, and invitees, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations governing the use of the Common Areas, to use the Common Areas for such purposes as in common with others entitled to use such Common Areas in accordance with the terms and conditions hereof. Lessor shall have the right to enforce any provision of this Lease that the Common Areas are as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations governing the use of the Common Areas. Such rights, powers, and privileges shall be exclusive of all others.

2.9. Common Areas - Rules and Regulations. Lessor may promulgate regulations concerning the use of the Common Areas, and to cause its employees, suppliers, shippers, customers, contractors, and invitees to so abide and conform. Lessor shall not be responsible for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10. Common Areas - Changes. Lessor shall have the right, in its sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility walkways;

(b) To construct, maintain, or repair any of the Common Areas for the purpose of improving the same as long as reasonable access to the Premises remains available;

(c) To designate any other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof;

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in its exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1. Term. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2. Early Possession. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such early possession. All other terms of this Lease (including but not limited to the obligations to pay Lessor's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall, however, be in effect during such period. Any such early possession shall not affect the Expiration Date.

3.3. Delay in Possession. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, however, Lessor does not deliver the Premises to Lessee by the Commencement Date, Lessor may, at its option, by notice in writing to Lessee at least ten days before the end of such 60 days, dissolution of the Parties shall be discharged from all its obligations under this Lease. If such notice is not received by Lessee within said 10 days after receipt of the notice, Lessee's right to cancel shall terminate. Except as otherwise provided, if possession is not tendered to Lessee by the Start Date and Lessee does not terminate this Lease, as aforesaid, any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to the lesser of what Lessee would otherwise have enjoyed under the terms

Item 5.1
Page 2 of 14
05/26/05
Initials
hereof, but minus any days of delay caused by the acts of omissions of Lessor. If possession of the Premises is not delivered within 4 months after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 Lessee Compliance. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of its insurance under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 Rent Defined. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent (“Rent”).

4.2 Common Area Operating Expenses. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee’s Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) “Common Area Operating Expenses” are defined, for purposes of this Lease, as all costs incurred by Lessor relating to the ownership and operation of the Project, including, but not limited to, the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition, but not the replacement (see subparagraph (ii)):

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) Trash disposal, pest control services, property management, security services, and the costs of any environmental inspections.

(iv) Reserves set aside for maintenance and repair of Common Areas.

(v) Any increase above the Base Real Property Taxes (as defined in Paragraph 10).

(vi) Any “Insurance Cost Increase” (as defined in Paragraph 8).

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) The cost of any Capital Expenditure to the Building or the Project not covered under the provisions of Paragraph 2.3 provided, however, the Lessee shall prorate the cost of any such Capital Expenditure over a 12 year period and Lessee shall not be required to pay more than Lessee’s Share of 1/144th of the cost of such Capital Expenditure in any given month.

(b) Any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

4.3 Payment. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such person or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor’s rights to the balance of such Rent, regardless of Lessor’s endorsement of any check so satisfying. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessor’s faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may, use, apply or retain all or any portion of said Security Deposit for the payment of any amount due Lessor or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall upon deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreement be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor’s reasonable judgment, to account for any increased rent and defer that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor’s reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessee shall not be required to keep the Security Deposit separate from its general accounts. Within 14 days after the expiration or termination of this Lease, if Lessor elects to apply the Security Deposit only to unpaid Rent and otherwise within 30 days after the Premises have been vacated pursuant to Paragraph 7.4(c) below, Lessee shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayable for any monies to be paid by Lessee under this Lease.

6. Use.

6.1 Use. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or pollution, that disturbs occupants of or causes damage to neighboring premises or properties. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use that does not impair the structural integrity of the Premises or any mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notice of same, which notice shall include an explanation of Lessor’s objections to the change in the Agreed Use.

6.2 Hazardous Substances.

(a) Reportable Use. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 14 days after the expiration or termination of this Lease, if Lessor elects to apply the Security Deposit only to unpaid Rent and otherwise within 30 days after the Premises have been vacated pursuant to Paragraph 7.4(c) below, Lessee shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayable for any monies to be paid by Lessee under this Lease.
given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessee to any liability thereof. In addition, Lessee may condition its consent to any Reportable Use upon receiving such additional assurances as Lessee reasonably deems necessary to protect itself, the public, the Premises and/or neighboring property, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) Duty to Inform Lessor. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, or that as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) Lessee Remediation. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, take all investigative and/or remedial action and/or reasonably recommended, whether or not the source of any contamination of, and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) Indemnification. Lessee indemnifies, defends, and holds Lessor, its agents, employees, lenders and ground lessor, harmless from and against any and all losses of rents and/or damages, losses, judgments, claims, expenses, penalties, and attorneys' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Section with respect to underlying migration of any Hazardous Substance under the Premises from areas outside of the Project). Lessor's obligations shall include, but not be limited to, the effects of the migration or movement of the contaminant or object to person, property or the environment created or contributed to by Lessor, and the cost of investigation, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to its obligations under this Section, unless specifically so agreed to by Lessor in writing.

(e) Lessor Indemnification. Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and agents, harmless from and against any and all environmental damages, including the cost of remediation, which existed as a result of Hazardous Substances on the Premises prior to the Start Date or which were caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) Investigation and Remediations. Lessor shall retain the right to pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Start Date, unless such remediation measure is required as a result of Lessee's use (including "Alterations"). Lessee shall, within 30 days after receipt of Lessor's written notice, begin and complete any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) Lessee Termination Option. If a Hazardous Substance Condition (as defined in Paragraph 3(19)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessor shall make the investigation and remediation thereof required by this Section and Lessee shall remain in full force and effect) but subject to Lessor's rights under Paragraph 5.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate the Hazardous Substance Condition, as and when required by the Applicable Requirements, in which event this Lease shall remain in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessee's right to terminate the Lease. Lessee shall have 60 days following the date of such notice, if any, to elect to give a termination notice. If Lessor does not give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's election to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. In such event, this Lease shall remain in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the funds or assurance of funds within the time provided, this Lease shall terminate as of the date of Lessee's notice of termination.

7. Maintenance, Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 Lessee's Obligations.

(a) In General. Subject to the provisions of Paragraph 2.2 (Condition) and Paragraph 6.3 (Lessor's Compliance with Applicable Requirements), Lessee is solely responsible for maintenance, repair, and replacement of all Lessor's trade fixtures and alterations (including those related to the installation of HVAC equipment and any other equipment, if any), for the structural portion of the Premises, and for maintenance and repair of all other equipment, including, without limitation, HVAC equipment, electrical equipment, lighting fixtures, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items that are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good condition, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessor's obligations shall include replacements, replacements or repairs when new to keep the Premises and all improvements thereon a part thereof in good order, condition and state of repair.

(b) Service Descriptions. Lessee shall procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing in the maintenance of the following equipment, repairs, if any, and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, (iii) clarifiers, and (iv) any other equipment, if reasonably required by Lessor. Lessor, however, Leasing the right, upon notice to Lessee, to procure and maintain any all of such service contracts, and if Lessor so elects, shall reimburse Lessee, upon demand, for the cost thereof.

(c) Failure to Perform. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly reimburse Lessor for the cost thereof.

(d) Replacement. Subject to Lessor's right to procure and maintain any all of such service contracts, if services are not performed by Lessee, Lessor may enter the Premises at times not earlier than the time at which there is an excess of 50% of the Base Rent per month, and shall be entitled to recover payment on an all-inclusive basis of the amount due under this Agreement, and shall not be required to pay any rent for the Premises during such time, at the sole expense of Lessee. All costs and expenses shall be paid by Lessee.
(a) Definitions. The term "Utility Installations" refers to all floor and window coverings, air lines, power panels, electrical distribution, security and fire protection systems, communication systems, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises or to other fixtures or property, and that may be removed by Lessee at Lessee's expense without the necessity of any modification of the Premises or the Fixtures. "Alterations" shall mean any improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. Lessee Owned Alterations and/or Utility Installations are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(b).

(b) Consent. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, and the cumulative cost thereof during this Lease as extended does not in the aggregate or as a sum equal to any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any alterations or Utility Installations that would require the consent of the Lessor shall be written from Lessor to Lessee with detailed plans. Consent shall be deemed conditioned upon Lessor's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessee with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt manner and with materials which are appropriate and sufficient materials.

Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Utility Installations and/or Utility Installations and upon Lessee's posting an additional Security Deposit with Lessor. If Lessor elects to participate in any such action, Lessor shall pay Lessee, in addition to the fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration

(6) Ownership. Subject to Lessee's right to remove or sell ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessor, but considered a part of the Premises. Lessor may, at any time, elect to be in writing the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(7) Removal. By delivery of Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require all Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made by Lessor without the required consent.

(8) Surrender. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is surrendered by Lessee on the Start Date with NO allowance for ordinary wear and tear, Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee.

The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 25(b).

8. Insurance; Indemnity

8.1 Payment of Premiums Increases.

(a) As used herein, the term "Insurance Cost Increase" is defined by any increase in the actual cost of the insurance applicable to the Building and/or the Project and required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), ("Required Insurance"), over and above the Base Premium, as hereinafter defined, calculated on an annual basis. Insurance Cost Increase shall include, but not be limited to, requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. The term Insurance Cost Increase shall not, however, include any premium increases resulting from the nature of the occupancy of any tenant of the Premises. If the parties insert a dollar amount in Paragraph 1.9, such amount shall be considered the "Base Premium".

(b) The Base Premium shall be the annual Premium amount immediately preceding the Start Date. If, however, the Project was not insured for the entirety of such 12 month period, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the Start Date, assuming the nominal most useful building of the Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability of $2,000,000 deductible per incident under Paragraph 8.2(b).

(c) Lessee shall pay any Insurance Cost Increase to Lessor pursuant to Paragraph 4.2. Premiums for premium periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 Liability Insurance.

(a) Carried by Lessee. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupation or maintenance of the Premises. Such insurance shall be on an occurrence basis providing strict liability coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000, an "Additional Insured-Managers or Lessor of Premises Endorsement" and contain the "Amenagement of the Pollution Exclusion Endorsement" for damage caused by heat, smoke or fumes from hostile fire. The policy shall not contain any exclusions as between insured persons or organizations, but shall include coverage for Lessee assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. All insurance carried by Lessee shall be primary to and not contributory with any insurance which shall be considered excess insurance coverage.

(b) Carried by Lessor. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) Building and Improvements. Lessor shall cause to be issued a policy or policies of insurance in the name of the Lessor, with loss payable to Lessor, any ground lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurance value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured under Paragraph 8.4. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring grading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for the 12 months immediately preceding the current year to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $1,000 per occurrence.

(b) Rental Value. Rental Value shall also contain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any ground lessor, insuring the full Rental Value for an extended period of indemnity for an additional 180 days ("Rental Value Insurance") with said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) Adjacent Premises. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project or its occupants, use or occupancy of the Premises.

(d) Lessee's Improvements. Since Lessor is the Insuring Party, Lessor shall be required to insure Lessee's Improvements and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.
Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

4. Business Interruption and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

5. No Representation of Adequate Coverage. Lessor makes no representation that the limits or forms of coverage specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

6. Insurance Policies. Insurance required herein shall be by companies duly licensed and admitted to transact business in the state where the Premises are located, and maintaining during the policy term of a "General Policyholders Rating" of at least B-. V. As set forth in the most current issue of "Best's Insurance Guide," or such other rating as Lessor shall from time to time require. Lessee shall not do or permit to be done anything that would exclude or void the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insured binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required by this Section, but shall not be required to procure and maintain the same.

7. Waiver of Subrogation. Without affecting any other remedies or remedies. Lessee and Lessor each hereby release and relieve the other, and their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such acceptance by Lessee of the amount of insurance carried or required under the terms of this Section, but shall be required to procure and maintain the same. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessee or Lessor, as the case may be, so long as the insurance is not invalidated thereby.

8. Insurance Deficits. Lessee's gross negligence or willful misconduct. Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, Lessor's vendors or lessors, Lessor's suppliers and subcontractors, from and against any and all claims, loss of rents and/or damages, losses, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessor. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall, upon demand from the same, defend the Lessor's expense of the same by reason of the same, if it so requests. Lessor shall be entitled to make any repairs that Lessor in its judgment shall deem necessary, but shall not be required to procure and maintain any insurance against any such loss.

9. Damage or Destruction.

9.1 Definitions:

(a) "Premises Partial Damage" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 months' Base Rent.

(b) "Premises Total Destruction" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and the cost thereof is equal to or exceeds 6 months' Base Rent.

(c) "Insured Losses" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3 (a), irrespective of any deductible amounts or coverage limits involved.

(d) "Replacement Cost" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "Hazardous Substance Condition" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Paragraph 6.2(a), in, on, or under the Premises.

9.2 Partial Damage - Insured Losses. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessor's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lessee shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $5,000 or less, and, in such event, Lessor shall make any repairs, if any, in such process proves available to Lessor on a reasonable basis for that purpose.

9.3 Partial Damage - Uninsured Losses. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessor (in which event Lessor shall make the repairs at Lessor's expense), Lessee may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event such Lessor shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessor within 30 days after repair of such damage, this termination shall be effective 6 months following such notice. In such event Lessor elects to terminate this Lease, Lessor shall have the right to terminate within 10 days after receipt of the termination notice to give written notice to Lessee that Lessor's commitment to pay for the repair shall terminate without reimbursement from Lessor. Lessor shall provide Lessee with said written notice within 30 days after receipt of such written notice and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 Total Destruction. In the event that a Premises Total Destruction occurs, this Lease shall terminate 60 days following such destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessor, Lessee shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 Damage or Loss End of Term. If a fire or any other destructive event occurs during the last 6 months of the leased term, then the expiration of such term, and whether or not such damage or destruction is covered by insurance, shall not affect the provisions of this Lease or the rental value.

6. Abatement. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessor is not responsible under this Lease, the rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which such Premises is repaired, but not to exceed the rent required for the repairs for the balance of the term of the Lease.

All other obligations of Lessee hereunder shall be performed by Lessee, and Lessee shall have no liability for any such damage, destruction, or loss.
remediation, repair or restoration except as provided hereunder.

(b) Remedies. If lessor shall be obligated to repair or restore the premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, lessee may, at any time prior to the commencement of such repair or restoration, give written notice to lessor and to any lessor of which lessee has actual notice, of lessee's election to terminate this lease on a date not less than 60 days following the giving of such notice and such repair or restoration is not commenced within 30 days thereafter, this lease shall terminate as of the date so specified in such notice. If the repair or restoration is commenced within such 30 days, this lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the premises, whichever first occurs.

9.7 Termination; Advance Payments. Upon termination of this lease pursuant to Paragraph 6.2(c) or Paragraph 9, an equitable adjustment shall be made concerning the base rent and any other advance payments made by lessee to lessor. Lessor shall, in addition, return to lessee so much of lessee's security deposit as is not then required to be used by lessor.

9.9 Waive Statutes. Lessee and lessor agree that the terms of this lease shall govern the effect of any damage to or destruction of the premises with respect to the termination of this lease and hereby waive the provisions of any present or future statute to the extent inconsistent herewith.

10. Real Property Taxes.

10.1 Definitions.

(a) "Real Property Taxes." As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary, extraordinary, or referendum income or estate taxes), improvement bond; and/or license fees imposed upon or levied against any legal or equitable interest of lessor in the project. Lessor's right to other income therefrom, and/or lessor's business of leasing, by any authority having the direct or indirect power to tax where the funds are generated to be paid to the lender, the authority of a jurisdiction within which the project is located to determine the amount of "Real Property Taxes" shall include any tax, fee, levy, assessment or charge, or any increase therein, imposed by reason of events occurring during the term of this lease, including, but not limited to, a change in the ownership of the Project or any portion thereof or a change in the improvements thereon.

(b) "Base Real Property Taxes" As used herein, the term "Base Real Property Taxes" shall be the amount of Real Property Taxes, which are assessed against the premises, building, project or common areas in the calendar year during which the lease is executed. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 Payment of Taxes. The lessor shall pay the Real Property Taxes applicable to the project, and except as otherwise provided in Paragraph 10.3, any increases in such amounts over the Base Real Property Taxes shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 Additional Improvements. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by addition improvements placed upon the project by other lessees or by lessor for the exclusive enjoyment of such other lessors. Notwithstanding Paragraph 10.2 hereof, lessee shall, however, pay to lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entire amount of any increase in Real Property Taxes assessed or determined by lessor, other than taxes assessed or determined by lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 Personal Property Taxes. Lessor shall pay prior to delinquency all taxes assessed against and levied upon lessor's personal property or the lessor's property included in the premises. When possible, lessor shall cause its Lessee's Personal Property and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of lessor contained in the premises. When possible, lessor shall cause its Lessee's Personal Property and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property to be assessed and billed separately from the real property of lessor. If any of lessee's said property shall be assessed with real property of the lessor, lessor shall pay the lessor’s taxes attributable to lessor's property within 10 days after receipt of a written statement setting forth the taxes applicable to lessor's property.

11. Utilities. Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in lessor's sole judgment, lessor determines that lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that lessee is generating such a large volume of trash as to require an increase in the size of the dumpster and/or an increase in the number of times per month that the dumpster is emptied, then lessee may increase lessor's Base Rent by an amount equal to such increased costs.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Lessor shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of lessee's interest in this lease or in the premises without lessor's prior written consent.

(b) A change in the control of lessor shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of lessor shall constitute a change in control for this purpose.

(c) The involvement of lessor or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not normal and usual, through which lessor's assets or assets of lessor's subsidiaries or affiliates shall result or result in a reduction of the Net Worth of lessor by an amount greater than the sum of the base or net worth of lessor's assets or assets of lessor's subsidiaries or affiliates, shall be an event of default under this lease. The occurrence of any such event of default shall, if not cured within 10 days thereafter, result in a reduction of the Net Worth of lessor by an amount greater than the sum of the base or net worth of lessor's assets or assets of lessor's subsidiaries or affiliates, which results in a reduction in the Net Worth of lessee by an amount greater than the sum of the base or net worth of lessee's assets or assets of lessee's subsidiaries or affiliates.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) ''Regardless of lessor's consent, any assignment or subletting shall not: (i) be effective without the express written authorization by such assignee or sublessee of the obligations of lessee under this lease, (ii) release lessee of any obligations hereunder, or (iii) after the primary liability of lessee for the payment of rent or for the performance of any other of lessee's obligations to be performed by lessee.

(b) Lessor may accept replacement lessees or other obligations from any person other than lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for lessor's Default or Breach.

(c) In the event of any Default by lessor, Lessor may procure direct payment against lessee's, any Guarantors or anyone else responsible for the performance of lessor's obligations under this lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(d) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the premises, if any, together with, a fee of $1,000 or 10% of the current monthly Base Rent applicable to the portion of the premises which is the subject of the proposed assignment or sublease, whichever is greater, as consideration for lessor's consideration and processing said request.

(e) Lessee agrees to provide lessor with such other or additional information and documentation as may be reasonably requested.

(f) Any assignment of, or sublease under, this lease shall, by reason of accepting such assignment or entering into such sublease, be deemed to have assumed and agreed to all terms and conditions with each and every tenant, covenant, condition and obligation herein to be observed or performed by lessor during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which lessor has specifically consented to in writing.

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any assignment or subletting by lessee of all or any part of the premises and shall be deemed included in all subleases under this lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to lessor all of lessor's interest in all rent payable on any sublease, and lessor may collect such rent and apply the same towards lessor's obligations hereunder. However, that until a breach shall occur in the performance of any of lessor's obligations, Lessee may collect said rent. Lessee shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee.

Item 5.1-h
Page 7 of 14
05/20/05
Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rent to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to atorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, that Lessor shall not be liable for any prepaid rent or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) The consent of Lessor shall be required by Lessee to the sublessee of the sublease, and the sublessee shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies

13.1 Default; Breach. A "Default" is defined as a failure by the Lessor to comply with any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessor to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 6.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessor to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessor.

(c) The failure by Lessor to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 4.1 (documents), or (viii) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessor.

(d) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those in subparagraphs 13.1(a), (b), (c), above, where such Default continues for a period of 30 days after written notice has been given, which notice shall be deemed effective even if not received by Lessor, provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 days and thereafter diligently continues such cure to completion. 

(e) The occurrence of: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a debtor as defined in 11 U.S.C. § 101 or any successor statute thereof (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in the Premises within 30 days; or (iv) the attachment, execution, or levy on substantially all of Lessee's assets located at the Premises or of Lessee's interest in the Premises, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(f) The discovery that any financial statement of any Guarantor of Lessee to Lessor was false, and

(g) In the event of Lessee's obligations under this Lease are guaranteed by a Guarantor or any Guarantor, as in any event where such Guarantor guarantee or any Guarantor guarantee is false, and

13.2 Remedies. Lessor shall have the right to possession and recover the Rent as it becomes due, in which event Lessor may sublet or assign, subject only to reasonable limitations. Actions of maintenance, efforts to afford, the request of a landlord to protect the Lessor's interests, shall not constitute a termination of the Lessor's right to possession. 

13.3 Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.4 Late Charges. If the Lessee fails to pay any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessor's behalf, including but not limited to the obtaining of reasonably required required insurance policies or approvals. The costs and expenses of any such performance shall be due and payable by Lessee upon receipt of invoice therefor. If any check given to Lessor by Lessee shall not be honored by the bank upon which it is drawn, Lessor, at its option, may require all future payments to be made by Lessee to be by cashier's check. In the event of a Breach, Lessor may, with or without further notice or demand, and without prejudice to any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee (i) the unpaid Rent which had been earned at the time of termination; (ii) the rent for the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iii) the rent for the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided. In addition, Lessor shall have the right to retain from Lessee, to the extent sufficient to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of business could have been likely to result therefrom, including but not limited to the cost of any improvements, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The term referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessor's Breach of this Lease shall not waive Lessor's right to recover damages under Paragraph 12. If termination of this Lease is obtained through the exercise of Lessor's remedies under this Paragraph, and in the event of terminating any unpaid Rent and damages, Lessor may, in its sole discretion, require Lessee to cease and desist from using the Premises or elect to assign or sell the Premises to a third party, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required under Paragraph 13.1. In such case, the unlawful detainer statute shall run concurrently, and the failure of Lessor to cure the default within the greater of the two such periods shall constitute both an unlawful detainer and a Breach enabling Lessor to terminate the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Actions of maintenance, efforts to afford, the request of a landlord to protect the Lessor's interests, shall not constitute a termination of the Lessor's right to possession. 

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.5 Breach by Lessor.

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Item 5.1-h Page 8 of 14 05/26/06
(c) Notice of Breach. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required of it hereunder. A reasonable time shall in no event be less than 30 days after receipt of written notice from Lessor of the breach. Any Lessor whose name and address shall have been furnished Lessor in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed, provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) Performance by Lessee on Behalf of Lessor. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from the amount due to the Grantor an amount equal to the greater of one's Base Rent or the Security Deposit, and to pay an excess of such expense under protest, reserving Lessee's right to reimbursement from Lessor. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power ("Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of Lessee's Reserved Parking Spaces, is taken by Condemnation, Lessor, at Lessor's option, to be exercised within 30 days after Lessor shall have given Lessor written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes title or possession. If Lessor does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation for such severance, as well as a proportion of Lessee's relocation expenses, less amount, if any, paid in advance, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessor, for purposes of Condemnation only, shall be considered the property of Lessee and Lessee shall be entitled to all and any compensation which may be payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees. Additional Commission. In addition to the payments owed pursuant to Paragraph 1.10 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessor exercises any Option, (b) if Lessor acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, or with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the schedule of the Brokers in effect at the time of the execution of this Lease.

15.2 Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligations hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 10.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Brokers' Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said amounts to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and between Lessor and Lessee for the limited purpose of collecting any brokerage fee owed.

15.3 Representations and Indemnities of Broker Relationships. Lessor and Lessor each represent and warrant to the other that it has no dealings with any person, firm, or company other than the Brokers, if any, in connection with this Lease, and that no one other than the named Brokers is entitled to any commission or finder's fee in connection herewith. Lessor and Lessor do hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates. (a) Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" published by the American Industrial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof. Lessor and all Guarantors shall deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessor's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the Transferee or assignee the deposit or, if cash is not deposited, any unused Security Deposit held by Lessee. Except as provided in Paragraph 15, upon such transfer or assignment of ownership, the Lessor may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. Subject to the provisions of Paragraph 17 above, the obligations of Lessor under this Lease shall not constitute personal obligations of the individual partners, directors, officers or shareholders, and Lessor shall not be liable for any obligations or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinafore defined. Notwithstanding the above, and subject to the provisions of Paragraph 20 below, the original Lessor of the Lessor's interest in the Lease shall remain liable and responsible with regard to the potential duties and liabilities of Lessor pertaining to Hazardous Substances as outlined in Paragraph 6.2 above.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature and character of the Premises. Brokers have no knowledge of anything herein, or otherwise with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any Broker with respect to negotiation, execution, delivery or performance by either Lessor or Lessee under this Lease or any amendment or modification hereof is limited to an amount up to the fee received by such Broker pursuant to this Lease, provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

23. Notices. 23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be addressed to the last addresses specified in this Paragraph 23. The person or party on whose behalf the notice is being sent and for whose benefit such address is designated in the Lease Agreement for the purpose of delivery of notice, shall be mailed one (1) business day prior to the date of delivery of such notice, and shall be considered delivered to such person or party if mailed in accordance with the terms of this Paragraph 23. The person or party on whose behalf the notice is being sent and for whose benefit such address is designated in the Lease Agreement for the purpose of delivery of notice, shall be mailed one (1) business day prior to the date of delivery of such notice, and shall be considered delivered to such person or party if mailed in accordance with the terms of this Paragraph 23.
writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 48 hours after the same is addressed and mailed with postage prepaid.

24. Waivers. No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor should understand what type of agency relationship the agent represents or the representations that have with the agent or agents in the transaction. "Lessor and Lessee acknowledge being advised by the Brokers in this intersection, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessor and Lessee, a duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention of observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate brokers, can legally be representing both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee:

A. A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with either Lessor or the Lessee, to the Lessor and Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not withhold the express permission of the respective Party, declare to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing the Lessor is willing to pay a higher rent than that offered by the other Party. The affirmative duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to ensure that they are adequately express their understanding of the transaction. A real estate agent is a person qualified to advise real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any broker with respect to any breach of duty, error or omission relating to this Lease shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Buyer and Seller agree to identify Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then Lessor shall have the right to increase the Base Rent applicable immediately preceding the expiration or termination.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreements. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings or titles hereof are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. Subordination; Attachment; Non-Disturbance

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Devices") now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all revisions, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessee under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby subject to the lien of its Security Device by giving written notice thereof to Lessor, whereupon this Lease and Lessee's Option shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attachment. Subject to the non-disturbance provisions of Paragraph 30.3, Lessee agrees to attorn to a Lender or any other party who acquires ownership of the Premises by reason of foreclosure of a Security Device, and that in the event of such foreclosure, such new owner shall not be liable for any act of any prior party or in respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor; (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor.

30.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement provides Lessee with possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessor is in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to obtain a Non-Disturbance Agreement within 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 Self-Executing. The agreements contained in Paragraph 30 shall be effective without the execution of any further documents; provided, however, that a written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessor and Lessee shall execute such further writings as may reasonably be required to separately document any subordination, attachment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declaees hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in any separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fairly reimburse attorneys' fees reasonably incurred. In addition, the lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per
32. Lessors Access; Showing Premises; Repairs. Lessors and Lessors agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary. All such activities shall be without abatement of rent or liability to Lessee. Lessor may at any time place on the Premises any ordinary "For Sale" signs and Lessor may during the last 6 months of the term hereof place on the Premises any ordinary "For Lease" signs. Lessee may at any time place on the Premises any ordinary "For Sublease" sign.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessors actual reasonable costs and expenses (including but not limited to architects, attorneys, engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessee consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation. Lessors consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published by the American Industrial Real Estate Association, and such Guarantors shall be liable to Lessee under this Lease.

37.2 Default. It shall constitute a Default of the Guarantor if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of the board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Export Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession of the Premises during the term hereof.

39. Options.

39.1 Definition. "Option" shall mean: (a) the right to extend the term of or renew this Lease or to extend or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of hereafter assigning or subletting.

39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 Effect of Default on Options. (a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's cure of any Default, if, after such exercise and prior to the commencement of the extended term, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), (ii) Lessee gives to Lessor 3 or more notices of separate Default during any 12 month period, whether or not the Defaults are cured, or (iii) Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee is responsible for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recording of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay.

43. Authority. If either Party hereof is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each party shall, within 30 days after request, deliver to the other party satisfactory evidence of such authority.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereof.

46. Amendments. This Lease may be modified only by writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Multiple Parties. If more than one person or entity is named herein as either Lessor or Lessee, such multiple Parties shall have joint and several responsibility to comply with the terms of this Lease.

48. Waiver of Jury Trial. The Parties hereby waive their respective rights to trial by jury in any action or proceeding involving the Property or arising out of this Agreement.
Mediation and Arbitration of Disputes. An Addendum requiring the Mediation and/or the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease □ is □ not attached to this Lease.

LESSOR and LESSEE have carefully read and reviewed this Lease and each term and provision contained herein, and by the execution of this Lease show their informed and voluntary consent thereto. The Parties hereby agree that, at the time this Lease is executed, the terms of this Lease are commercially reasonable and effectuate the intent and purpose of lessor and lessee with respect to the premises.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: Santa Barbara, CA
on: March 12, 2005

By LESSOR:
Johan Scharin and Pamela Mays

By:
Name Printed: Johan Scharin
Title: Landlord

By:
Name Printed: Pamela Mays
Title: Landlord
Address: Ladera Property Management
P.O. Box 60653
Santa Barbara, CA 93160

Telephone: (805) 961-9769
Facsimile: (805) 681-9700
Federal ID No.:

By LESSEE:
Jose Martinez for Citizenship Center
Santa Barbara City College

By: Jose Martinez
Title: Program Director

By:
Name Printed: Jose Martinez
Title:
Address:

Telephone: ( )
Facsimile: ( )
Federal ID No.:

These forms are often modified to meet changing requirements of law and needs of the industry. Always write or call to make sure you are utilizing the most current form: American Industrial Real Estate Association, 700 South Flower Street, Suite 605, Los Angeles, CA 90017. (213) 687-8777.

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No part of these works may be reproduced in any form without permission in writing.
OPTION(S) TO EXTEND
STANDARD LEASE ADDENDUM

Dated ___________________________ March 14, 2005

By and Between (Lessor) Johan Scharin and Pamela Mays ______________________________________

(Lessee) Citizenship Center _____________________________________________________

Address of Premises: 1975 South Broadway, Suite J, Santa Maria, CA 93454 __________________________

Paragraph ________________
A. OPTION(S) TO EXTEND:
Lessor hereby grants to Lessee the option to extend the term of this Lease for one additional twelve month period(s) commencing when the prior term expires upon each and all of the following terms and conditions:

(i) In order to exercise an option to extend, Lessee must give written notice of such election to Lessor and Lessor must receive the same at least but not more than 4 months prior to the date that the option period would commence, time being of the essence. If proper notification of the exercise of an option is not given and/or received, such option shall automatically expire. Options (if there are more than one) may only be exercised consecutively.

(ii) The provisions of paragraph 39, including those relating to Lessee's Default set forth in paragraph 39.4 of this Lease, are conditions of this Option.

(iii) Except for the provisions of this Lease granting an option or options to extend the term, all of the terms and conditions of this Lease except where specifically modified by this option shall apply.

(iv) This Option is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and without the intention of thereafter assigning or subletting.

(v) The monthly rent for each month of the option period shall be calculated as follows, using the method(s) indicated below:

(_Check Method(s) to be Used and Fill in Appropriately)
☐ i. Cost of Living Adjustment(s) (COLA)
   a. On [Fill in COLA Dates]: April 1, 2006

   the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☐ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for [Fill in Urban Area]: Los Angeles-Long Beach with a minimum increase of 4% and a maximum increase of 6%

   All Items (1982-1984 = 100), herein referred to as "CPI."

b. The monthly rent payable in accordance with paragraph A.i.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month 2 months prior to the month(s) specified in paragraph A.i.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is 2 months prior to (select one): ☐ the first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or ☐ Fill in Other "Base Month": NA

   The sum so calculated shall constitute the new monthly rent hereunder, but in no event, shall any such new monthly rent be less than the rent payable for the month immediately preceding the rent adjustment.

c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrator shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.

☐ ii. Market Rental Value Adjustment(s) (MRV)
   a. On [Fill in MRV Adjustment Date(s)]: N/A

   the Base Rent shall be adjusted to the "Market Rental Value" of the property as follows:

   1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached, within thirty days, then:

   (a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the Parties, or

   (b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in writing, to arbitration in accordance with the following provisions:

Initials: ___________    

Initials: _________

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Page 1 of 2
FORM OE-3-B00E

Item 5.1-h
Page 13 of 14
05/26/05
(i) Within 15 days thereafter, Lessor and Lessee shall each select an □ appraiser or □ broker ("Consultant" - check one) of their choice to act as an arbitrator. The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.

(ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor’s or Lessee’s submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.

(iii) If either of the Parties fails to appoint an arbitrator within the specified 15 days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.

(iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, i.e., the one that is NOT the closest to the actual MRV.

2) Notwithstanding the foregoing, the new MRV shall not be less than the rent payable for the month immediately preceding the rent adjustment.

b. Upon the establishment of each New Market Rental Value:

1) the new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments; and

2) the first month of each Market Rental Value term shall become the new "Base Month" for the purpose of calculating any further Adjustments.

☐ III. Fixed Rental Adjustment(s) (FRA)
The Base Rent shall be increased to the following amounts on the dates set forth below:

<table>
<thead>
<tr>
<th>On (Fill in FRA Adjustment Date(s)):</th>
<th>The New Base Rent shall be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td>$ NA</td>
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<tr>
<td>NA</td>
<td>$ NA</td>
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<tr>
<td>NA</td>
<td>$ NA</td>
</tr>
</tbody>
</table>

B. NOTICE:
Unless specified otherwise herein, notice of any rental adjustments, other than Fixed Rental Adjustments, shall be made as specified in paragraph 23 of the Lease.

C. BROKER’S FEE:
The Brokers shall be paid a Brokerage Fee for each adjustment specified above in accordance with paragraph 15 of the Lease.

NOTE: These forms are often modified to meet changing requirements of law and needs of the industry. Always write or call to make sure you are utilizing the most current form: AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION, 700 S. Flower Street, Suite 600, Los Angeles, Calif. 90017
Agreement Between
Keyboard Concepts Inc.
and
Santa Barbara Community College District
School Year 2005-2006

This Agreement is entered into this 9th day of May 2005, by and between Keyboard Concepts
Inc., with its principal business location at 5600 Van Nuys Boulevard, Van Nuys, California 91401
and Santa Barbara Community College District (SBCCD), with its principal office at 721 Cliff Drive,
Santa Barbara, California 93109, subject to the approval of Yamaha Corporation of America
(YAMAHA), with its principal place of business at 6600 Orangethorpe Avenue, PO Box 6000,
Buena Park, California 90622-6600.

WHEREAS SBCCD is actively involved in providing music education, including piano education,
and requires musical instruments including acoustic and digital pianos to further its educational
activities; and

WHEREAS Keyboard Concepts is involved in the business of distributing Yamaha
brand acoustic and digital pianos, and wishes to furnish on a loan/purchase basis Yamaha
instruments for use by SBCCD faculty, students and professionals; and

WHEREAS YAMAHA is willing, in accordance with the terms and conditions of its School
Placement and Sales Program, to support Keyboard Concepts, Inc.'s provision of Yamaha ®
brand pianos to SBCCD, subject to the terms and conditions of the agreement, but excluding any
preceding provisions contained in Exhibit A; and

WHEREAS SBCCD desires to accept the use of Yamaha instruments and related equipment set
forth in Exhibit A (hereafter “Units”) on the terms and conditions set forth in this Agreement,

NOW, THEREFORE, in exchange for the mutual promises contained herein, Keyboard Concepts,
Inc. and SBCCD agree as follows:

1. TERM. This Agreement shall be effective as of the date of approval by YAMAHA in
accordance with Paragraph 8, and shall terminate as of 6/10/06 (which shall be no later than
12 months from the effective date.) As used herein, “Term” means the period from June 10,

2. EQUIPMENT: SBCCD will accept from Keyboard Concepts, Inc. for installation on SBCCD
premises, and Keyboard Concepts, Inc. will provide to SBCCD, for the Term, the Units listed
on the attached Exhibit A.

3. PURCHASE OF UNITS. At the end of the Term, or at any time during the Term, SBCCD may
purchase any of the Units at negotiated prices listed in Exhibit A that will reflect an appropriate
school discount.

4. TERMINATION. At any time during the term stated in Paragraph 1, any party may, with or
without cause, terminate this agreement upon 120 days prior written notice. In the event of
termination all Units must be returned to Keyboard Concepts, Inc. or purchased by SBCCD,
on or before the termination date.
5. RESPONSIBILITIES OF Keyboard Concepts, Inc. - Keyboard Concepts, Inc. shall be responsible for:
   a. All shipping, receiving, unboxing, delivery and set up for all Units.
   b. The costs of cosmetic maintenance of Units resulting from normal wear and tear.
   c. Warranty service on the Units listed in Exhibit A. The Units shall be repaired free of charge, if necessary repairs are covered under the manufacturer's warranty. Keyboard Concepts, Inc. shall be the sole service agent.
   d. Reimbursing SBCCD for costs that may be incurred for the preparation of the alumni sale announcements. Keyboard Concepts, Inc. is not required to use SBCCD services for the design and production of materials to be mailed to alumni. All materials to be mailed to alumni, however, must be approved by SBCCD prior to production and mailing.

6. RESPONSIBILITIES OF SBCCD - SBCCD shall be responsible for:
   a. Routine maintenance of all Units on a regular basis, including tuning, voicing and action regulation, in accordance with Keyboard Concepts, Inc. written specifications.
   b. Providing reasonable protection of Units by adequately safeguarding the Units and establishing and maintaining appropriate control over their use.
   c. Damages to the Units during the Term, except for damages covered by Paragraph 5.b and 5.c, above, to the extent permitted by law, if such damages result from the negligent or intentional acts or omissions of SBCCD, or any of its employees or agents acting within the scope of their employment or agency. SBCCD shall not be responsible for damages to Units resulting from acts or events outside of SBCCD control, including but not limited to a tornado, fire, accident or disaster, storm or other severe weather conditions, civil disturbances, riots, etc.
   d. Not removing any of the Units after placement in specified locations
   e. Allowing Keyboard Concepts, Inc. and YAMAHA, or the assigns or representatives of either, reasonable rights to inspect the Units to determine their condition and to verify inventories.
   f. Allowing Keyboard Concepts, Inc. and YAMAHA © the right to use the name of the SBCCD in public release information about the brands currently being loaned. Keyboard Concepts, Inc. or its designee shall submit public release drafts for approval to SBCCD, which will timely notify Keyboard Concepts, Inc. or its designee, and which will not unreasonably withhold approval of such drafts.
   g. Using its best efforts to cooperate with Keyboard Concepts, Inc., or its designee, to facilitate an on-site sale of the Units, including the provision of an appropriate facility to conduct a sale of the magnitude expected and access to mailing lists as approved by Keyboard Concepts, Inc. – SBCCD represents and warrants that the use of the mailing list and other support provided by SBCCD will not infringe on any third party rights in intellectual property or privacy.
   h. Using its best efforts to provide the assistance of personnel as may be required to facilitate the sale of all Units involved. Such assistance shall be limited to logistical arrangements and will in no manner will SBCCD employees serve as sales people or piano movers.
   i. Providing Keyboard Concepts, Inc. with a complete faculty to mailing list subject to the representation and warranty in Paragraph 6(g).
   j. Providing access to but not ownership of the list of SBCCD alumni living in the counties of Santa Barbara, Ventura, Los Angeles, and San Luis Obispo, subject to the representation and warranty in Paragraph 6(g).
7. ADDITIONAL RESPONSIBILITIES OF THE PARTIES

a. SBCCCD agrees that, at the end of the Term, Keyboard Concepts, Inc. may hold a sale of the Units in accordance with the provision of this Agreement. SBCCCD agrees that, at the sale, Keyboard Concepts, Inc. may offer for sale additional products. If Keyboard Concepts, Inc. offers additional products, they will clearly delineate which products were not used at SBCCCD.

b. Such sale will be a four (4) days event, usually from Thursday to Sunday, held during normal retail hours.

c. No party to this Agreement shall assign its rights or obligation under this Agreement without the prior written consent of all parties.

d. All notices required or desired to be sent under this Agreement may be sent by first class mail, postage prepaid, as follows:

If to Keyboard Concepts Inc.
5600 Van Nuys Boulevard
Van Nuys, CA 91401

If to Santa Barbara Community College District
721 Cliff Drive
Santa Barbara, California 93109
Attn: Nathan Kreitzer, Chair, Music Dept.

Notice shall be effective five (5) business days after the date of mailing.

8. APPROVAL OF AGREEMENT. This Agreement becomes effective upon its approval by Yamaha at its corporate offices in Buena Park, California. Yamaha's approval of this Agreement is limited to the terms contained in the Agreement.

9. MISCELLANEOUS

a. Complete Agreement; Integration. The terms of the Agreement, including all exhibits hereto, are intended by the parties as a final expression of their agreement with respect to such terms as are included herein. All prior and contemporaneous negotiations, correspondence, memoranda, or agreements, whether oral or written, are merged herein. No modification of any of the provisions of this Agreement shall be binding on any party unless such modification is in writing and signed by a duly authorized representative of each party.

b. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of California.

c. Signing Authority. Each person signing this Agreement represent that he/she has the requisite authority to sign for and bind the party named.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the
date first written above and as specified in Paragraph 8.

Please Type or Print

For Santa Barbara Community College District:

Nathan Kreitzer
Chairman, Music Department

[Signature]

5-10-05
Date

JOSEPH E. SULLIVAN
Vice President, Business Services

[Signature]

Date

For Keyboard Concepts Inc.

Jeff Falgian
Vice-President, Keyboard Concepts Inc.

[Signature]

Date
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<th>QTY</th>
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<th>FINISH</th>
<th>DESCRIPTION</th>
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<td>$5,795.00</td>
<td>$4,195.00</td>
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</table>

Note: Models and/or finishes may change due to availability or specification changes.

Pianos are with benches.

5/9/05
Lease Agreement Between
Kinko’s Early Learning Center
and
Santa Barbara County Special Education Local Plan Area

This agreement made and entered into this 2nd day of May, 2005, by and between the
Santa Barbara County Special Education Local Plan Area (SELPAS), located at 401 North
Fairview Avenue, Goleta, California 93117, and Kinko’s Early Learning Center, located
at 365 Loma Alta Drive, Santa Barbara, CA 93109, shall be for the period beginning
June 22, 2005 through July 20, 2005.

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

Kinko’s Early Learning Center
365 Loma Alta Drive
Santa Barbara, CA 93109

It is agreed between the parties as follows:

Terms of Lease
The term of this lease is for the period of June 22, 2005 through July 20, 2005 and may
be renewed annually thereafter as agreed to by both parties. At any time during the lease,
either party with due cause may terminate with a written notification at least forty-five
days prior to termination.

Lease Payment
The lease payment is as follows: payment of $2,500 for four weeks for two classrooms
with playground facilities. This includes joint usage of the premises for 4 hours per day,
5 days per week, the cost of utilities, property maintenance, and property insurance.
SELPAS will submit the lease payment on a monthly basis.

Use of Premises
The SELPAS agrees to use the premises for the purpose of operating two Special
Education Preschool Special Day classes. The classes will meet for 2-hour sessions, in
the morning, 5 days per week with a SELPAS teacher in attendance. The program will be
operated under the supervision of the SELPAS special education teacher. Students who
are eligible will receive designated services on-site from SELPAS specialists (such as
speech/language or adaptive physical education) as described in the student’s Individual
Education Plan (IEP).

Delivery of Students
SELPAS students will be brought to and picked up from the leased facility in a group by
bus or, in some cases, by private transportation provided by the parents.
Insurance
Kinko's Early Learning Center shall provide insurance for fire, vandalism, and malicious mischief to buildings and contents. Insurance for contents shall be to the extent of Kinko's Early Learning Center's interest. The SELPA shall be responsible for insurance on contents owned by the SELPA.

The SELPA shall maintain liability insurance in amounts of not less than $1,000,000 per occurrence for personal injury to any of the students registered in the Special Education Preschool Special Day class. The SELPA agrees to save harmless and indemnify Kinko's Early Learning Center from any liability of injury, death, loss, accident or damage to any students or staff of the SELPA.

Lessee:
Santa Barbara County SELPA

By: Marcia McClish
Director
Santa Barbara County SELPA

Date: 5/2/05

Lessor:
Kinko's Early Learning Center

By: Leah Blackburn
Director
Kinko's Early Learning Center

Date: 5/9/05
EDUCATIONAL SOFTWARE LICENSE AND SERVICES AGREEMENT

Licensee Name and Address:

Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109-2394

This Software Educational License and Services Agreement ("Agreement") is entered into between QuadraMed Corporation ("QuadraMed") and the licensee identified above and its wholly owned subsidiaries ("Licensor"). In consideration of the mutual obligations described in this Agreement and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. Term. This Agreement shall become effective as of the date last signed below ("Effective Date") and shall continue in effect until terminated in accordance with Section 1.4.

2. License. QuadraMed grants to Licensee a nonexclusive, nontransferable, non-sublicensable domestic license, for the term specified in the applicable Addendum, to use the proprietary software ("Software") and the licensed supporting materials of the Software ("Documentation") described in Section 3 herein, as well as the computer programs, data, and related documentation, including any programs or data embedded in the Software which are owned or marketed by parties other than QuadraMed ("Third Party Software"). The license granted is a license to use the number of copies of object/executable code versions of the Software listed in the Addendum for which Licensee has paid a license fee. Licensee agrees to notify QuadraMed in writing of any change in the Equipment Site and such change shall be effective upon QuadraMed’s express written permission. Throughout the term of the license, Licensee shall have the right to use the Software solely for Licensee’s intended purpose in its business. Unless otherwise specified in the Addendum, Licensee may use the Software only for the purpose of servicing, maintaining and accessing its own business records. Licensee may not use the Software for any other purpose or to provide data processing services for any third party or other affiliate of Licensee. In addition, Licensee agrees not to use the Software commercially. Software is to be used as an educational tool by licensed facilities as per the relevant Addendum. Licensee may not use the Software except as necessary to use the Software on the Equipment. Licensee may make one (1) archival backup copy of the Software licensed. The Equipment is temporarily inoperable. Licensee may use up to the authorized number of copies of the Software on a backup machine until the Equipment is repaired. All QuadraMed and third party trademark and copyright notices must be included on any copies made. Upon termination of this Agreement, Licensee agrees to destroy all copies of the Software and Documentation made by Licensee and to return the original version of the Software, Documentation and any media provided therewith. Licensee shall keep confidential the contents of the Software and Documentation, and shall not directly or indirectly rent, lease, distribute, port, copy, trace, translate, reverse engineer, disassemble, decompile, modify or create derivative works based on the Software or Documentation, or cause or permit any other party to do so.

3. Documentation. QuadraMed shall provide Licensee with a full set of current written Documentation. These documents may be changed from time to time by QuadraMed, and additional documents may be produced from time to time by QuadraMed. QuadraMed shall provide Licensee with copies of such changes and additional Documentation if applicable. Upon the prior written approval of QuadraMed, Licensee may make copies of the Documentation for Licensee’s own internal use, provided that the Documentation is reproduced with QuadraMed’s copyright and trademark notices.

4. Title; Reserved Rights. QuadraMed reserves all right, title and interest in and to the Software and Documentation (including, but not limited to, original translations, compilations and partial copies, if any) and except for the limited license rights to the Software and Documentation granted herein, Licensee acquires no rights in or to the Software or the Documentation.

5. Payment. Licensee shall pay QuadraMed the license, service, equipment and other fees specified in the Addendum for the license granted herein. Licensee shall also pay QuadraMed the fee for ongoing maintenance until Licensee terminates Addendum or terminates maintenance for the Software as set forth in the Software Support and Maintenance Plan (described in Section 12 of this Agreement). QuadraMed may increase annual fees six percent (6%) on an annual basis. Notice of any such fee change will be provided to Licensee at least forty-five (45) days prior to the date of such increase. Licensee shall be responsible for payment of travel, lodging, meal and other incidental expenses reasonably incurred by QuadraMed in connection with the services specified in the Addendum. Payment to QuadraMed for travel and out-of-pocket expenses shall be due and payable upon receipt of invoice by Licensee. QuadraMed reserves the right to charge for any new version, release, or module of Third Party Software product(s) identified on an Addendum as imposed by such Third Party Software manufacturer: All fees referred to in this Agreement are in U.S. Dollars and do not include any duties or taxes. All such duties and taxes, whenever imposed, shall be payable by Licensee. Income or other taxes that are required to be paid or withheld by the Licensee, a subsidiary or affiliate of Licensee, or QuadraMed, under the laws of jurisdictions other than the United States, in connection with the license and other fees paid by Licensee (or subsidiary or affiliate of Licensee), hereunder, shall be the sole obligation of the Licensee and shall be exclusive of the license and other fees paid by Licensee (or subsidiary or affiliate of Licensee) to QuadraMed. If Licensee is a tax-exempt entity, Licensee shall provide a certificate of exemption upon execution of the Agreement and QuadraMed will not charge Licensee any taxes for which Licensee is exempt. Licensee agrees to indemnify, defend and hold QuadraMed harmless against any and all third party claims, liabilities, costs (including, without limitation, reasonable attorneys’ fees) and damages based upon the foregoing. Any amount payable under this Agreement and not paid by Licensee within thirty (30) days after the date of the invoice shall accrue interest at the rate of one and one half percent (1.5%) per month or at the maximum lesser rate allowed by law, whichever is lower. Licensee shall pay all such interest and reasonable costs of collection, including but not limited to, reasonable attorneys’ fees and court costs. In cases where payment is due and payable from Licensee before Licensee receives an invoice (e.g., payment due and payable upon execution of an Addendum), Licensee shall use the applicable Addendum as an invoice.

6. Delivery. The Software and Equipment shall be delivered to Licensee F.O.B. QuadraMed’s point of shipment. Risk of loss of the Software and Equipment shall pass to Licensee upon delivery of the
Software and Equipment to a carrier for shipment to Licensee. Freight, packaging, insurance, and other delivery costs shall be paid by Licensee. QuadraMed may, at its sole discretion, advance the amount of delivery charges for which it shall reimburse QuadraMed for such charges at the same time as payment for the Software and Equipment is due.

7. Non-Disclosure. The parties understand and agree that during the term of this Agreement, each shall maintain in confidence and disclose to the other party any confidential information obtained from the other party, including but not limited to the following: Software; Documentation; technical processes and formulas; source codes and other software, benchmark and performance test results; product designs; sales, cost, and other unpublished financial information; product and business plans; and projections and marketing data ("Confidential Information"). Confidential Information does not include information that (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to disclosure and has not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party. During and subsequent to the term of this Agreement, each party shall protect the other party's Confidential Information to the same degree that it protects its own Confidential Information and shall not disclose Confidential Information to any third party except consultants or auditors that sign a nondisclosure agreement which similarly protects Confidential Information from further disclosure.

Within ten (10) days after the disclosing party's request, and in such party's sole discretion, the other party shall either return to the disclosing party originals and all copies of any Confidential Information and all information, records and materials developed therefrom by the disclosing party, or destroy the same, other than such Confidential Information, in its own business and shall not disclose Confidential Information to any third party except consultants or auditors that sign a nondisclosure agreement which similarly protects Confidential Information from further disclosure.

8. Warranty.

A. Equipment. Except to the extent specifically provided for in an Addendum, QuadraMed shall have no responsibility for the procurement, installation or maintenance of the Equipment.

B. Software. QuadraMed warrants that the Software shall, for a period of ninety (90) days following the Completion of Functional Test ("Warranty Period"), operate substantially in accordance with QuadraMed's then-current published specifications. These shall be Licensee's sole and exclusive remedies. This warranty shall not apply if: (1) the Software was not used in accordance with QuadraMed's then-current published specifications; (2) the Software was altered, modified or converted by Licensee; (3) Licensee's computer(s) malfunctioned and the malfunction caused the defect; (4) accessories, attachments(s), or other products not furnished by QuadraMed were used in combination with the Software; (5) the Software or Equipment is subjected to misuse or alteration, (maintenance, operation not in accordance with the Documentation shall be conclusively presumed to be improper); (6) the Software or Equipment are damaged or fail to operate properly due to causes other than ordinary use; (7) the Software or Equipment have been altered (including without limitation any deviation from circuit or structural design as provided by QuadraMed or installation or removal of QuadraMed features); (8) any use of information that is used supplies or materials in connection with the Software not meeting the standards set forth in the Documentation or otherwise communicated by QuadraMed to Licensee; (10) the Software has been serviced or repaired by a party not approved in writing by QuadraMed; (11) QuadraMed personnel are not given full, free and safe access to the facility where the Software is installed; or (12) any other cause within the control of Licensee caused the defect or malfunction. Notwithstanding the foregoing, where a loss of Software, data, or loss of a confirmed failure of the Software, QuadraMed agrees to provide reasonable assistance to Licensee in the recovery of data for the period from the last time Licensee backed up the data until the failure, such period not to exceed twenty-four (24) hours. The foregoing states QuadraMed's sole responsibility to Licensee with respect to data loss.

"Completion of Functional Test" means the date upon which the first Functional Test at any of the Equipment Sites is complete. "Functional Test" means the process of testing the Software to verify that it operates substantially in accordance with QuadraMed's then-current published specifications and which may include functionality, operational, reporting, and integrated testing as specified in the Addendum.

C. Services. QuadraMed warrants that its Software Support and Maintenance Plan and consulting services will be performed in a manner consistent with generally accepted industry standards. This warranty shall be valid for ninety (90) days from the performance of services. Licensee's exclusive remedy, and QuadraMed's entire liability for services that do not conform to this warranty, shall be the repair or replacement of services; or if QuadraMed is unable to perform the services as warranted, Licensee shall be entitled to recover the fees paid to QuadraMed for the nonconforming services.

QUADRAMED DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR FREE, THAT IT WILL OPERATE UNINTERRUPTEDLY, THAT IT WILL OPERATE IN COMBINATION WITH OTHER SOFTWARE (EXCEPT AS PERMITTED BY QUADRAMED'S THEN-CURRENT PUBLISHED SPECIFICATIONS) OR THAT ALL DEFECTS IN THE SOFTWARE WILL BE CORRECTED. ORAL STATEMENTS MADE BY ANY OF THE PARTIES MAY NOT BE RELIED UPON AND ARE NOT A PART OF THIS AGREEMENT. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT WITH QUIET ENJOYMENT, ACCURACY OF THE DATA AND NON-INFRINGEMENT. QUADRAMED WARRANTS THIRD PARTY SOFTWARE, PRODUCTS OR EQUIPMENT ONLY TO THE EXTENT THAT SUCH THIRD PARTY HAS WARRANTED THEIR PRODUCT OR EQUIPMENT TO QUADRAMED.

9. Indemnification. QuadraMed shall indemnify and hold Licensee harmless from any damages or costs incurred by Licensee for any action based on infringement of a United States patent or copyright as a result of Licensee's use of Software, provided that Licensee shall notify QuadraMed promptly in writing of any such claim or suit against Licensee and cooperate fully with QuadraMed, and in any action to defend or settle such claim or suit on behalf of Licensee; (2) has not modified the Software or other software except as permitted by QuadraMed's then-current published specifications and has not modified the Software or taken any other action which nullifies the warranties set forth in Section 9; and (4) has complied with all of the terms and conditions of this Agreement. QuadraMed shall have no liability or obligation to Licensee hereunder with respect to any infringement claim based upon: (a) the use of a superseded or altered release of the Software or Documentation if the infringement would have been avoided by the use of a current or an unaltered release of the Software or Documentation that QuadraMed makes available to Licensee; or (b) the combination, operation or use of any Software or Documentation furnished under this Agreement with any hardware, software or other materials not furnished by QuadraMed if such infringement would have been avoided by the use of the Software or Documentation without such software, hardware or other materials. The foregoing states the entire liability of QuadraMed with respect to the infringement of any United States patent or copyright under this Software or Documentation. Further, if any Software becomes or, in QuadraMed's opinion, is likely to become the subject of any injunction preventing its use as contemplated herein, QuadraMed may, at its option: (a) procure for Licensee the right to continue using such Software; (b)
replace or modify such Software so that it becomes non-infringing without substantially compromising its functionality; or, if (a) and (b) are not reasonably available to Quadramed, then (c) terminate Licensee's license to the allegedly infringing Software and pay to Licensee an amount not to exceed the amount of license fees paid by Licensee for the applicable Software.

10. Limitation of Liability. IN NO EVENT SHALL QUADRAMED OR ANY OF ITS SUPPLIERS OR AGENTS BE LIABLE TO LICENSEE OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT EVEN IF QUADRAMED IS ADVISED OF THE POSSIBILTY OF SUCH DAMAGES. EXCEPT AS PROVIDED IN SECTION 10, QUADRAMED'S AND ITS SUPPLIERS' AND AGENTS' TOTAL LIABILITY FOR ALL CLAIMS (EXCLUDING PHYSICAL INJURY OR PROPERTY DAMAGE RESULTING FROM NEGLIGENCE OR WILLFUL MISCONDUCT) THAT ARISE OUT OF THIS AGREEMENT SHALL NOT EXCEED THE SUM OF THE LICENSE FEES PAID BY LICENSEE TO QUADRAMED FOR THE SOFTWARE THAT IS THE SUBJECT MATTER OF THE CLAIM OR CAUSE OF ACTION. THE LIMITATIONS OF LIABILITY AND DISCLAIMERS SET FORTH IN THIS AGREEMENT ARE INDEPENDENT OF ANY OTHER REMEDY SET FORTH IN THIS AGREEMENT AND ARE INTENDED TO APPLY WHETHER OR NOT ANY OTHER REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY AND DISCLAIMERS SET FORTH IN THIS AGREEMENT ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND THAT THE FEES AND/or OTHER CONSIDERATIONS PAYABLE HEREUNDER WOULD BE SUBSTANTIALLY DIFFERENT IN THE ABSENCE OF THE FOREGOING.

11. Professional Services. At Licensee's request, Quadramed shall provide installation, training, and consulting services related to Software at Quadramed's then-current services rates. At Licensee's request, Quadramed may also provide consulting, management, analytical, or educational services independent of any Software licensed hereunder at Quadramed's then-current services rates. These services along with Support and Maintenance defined in Section 12 shall be collectively defined as "Service(s)." Any such Service shall be as mutually agreed by the parties and described on a separate Addendum hereto executed by the parties. All work product delivered in connection with the Service shall be provided to Licensee pursuant to a nonexclusive license to use the work product solely for Licensee's own internal business purposes and any revisions or updates made to the Software as the result of such Service shall be treated for all purposes under this Agreement as Software and all intellectual property rights therein shall be retained by Quadramed.

12. Support and Maintenance. If available from Quadramed and ordered and paid for by Licensee, then commencing on the first day of the month following expiration of the Warranty Period, Licensee shall automatically be enrolled in Quadramed's Software Support and Maintenance Plan ("Plan") which entitles designated employees of Licensee ("Designated Contacts") to Support, Maintenance, and Updates (all described below) for Software. Licensee's length of enrollment in the Plan shall be determined as follows: (a) If Licensee has licensed the Software for a limited term, Licensee shall be enrolled in the Plan until the completion of such limited term, unless such enrollment is terminated earlier in accordance with this Agreement; or (b) If Licensee has licensed the Software for a perpetual term, Licensee's enrollment in the Plan will be provided on an annual basis, and Licensee's enrollment in the Plan will automatically renew for subsequent one (1) year terms following Licensee's initial term ("Renewal Terms"); unless Licensee terminates the Plan earlier in accordance with this section, Licensee shall notify Quadramed in writing of the name(s) of Designated Contacts, and Licensee may change such Designated Contacts upon written notice to Quadramed.

A. Support. "Support" shall mean that Quadramed shall provide to Designated Contacts reasonable technical telephone consultation relating to the operation of the Software.

B. Maintenance. "Maintenance" shall mean that Quadramed shall use best efforts to correct defects in Software within a reasonable period of time or to replace Licensee's copy of Software with another copy of Software in Quadramed's sole discretion.

C. Updates. If Licensee subscribes to the Plan during any period when Quadramed makes changes to the Software or Documentation such as corrections, enhancements, and releases of the Software or Documentation made generally available to Quadramed's customers subscribing to the Plan ("Updates"), the Updates shall be provided solely in accordance with the Plan. Quadramed shall have no obligation to revise or update the Software or to support any version of the Software other than the then-current version and the immediately previous version. New products or new versions of any products are considered upgrades ("Upgrades"). Upgrades are not included in the Plan.

D. Plan Fee. For a perpetual license, Licensee shall pay Quadramed the then-current annual fee in effect on the first day of each yearly term of maintenance for Licensee's then-current Software modules licensed hereunder for Licensee's then-current end-users ("Plan Fee"). The Plan Fee is included in the Addendum. Quadramed reserves the right to increase the Plan Fee in subsequent yearly maintenance terms. If Licensee fails to pay the Plan Fee set forth on the Addendum for a perpetual license or if Licensee fails to pay the license fee set forth on the Addendum for a limited term license, Quadramed may, at its discretion, either (1) suspend the Plan until such failure is corrected or (2) terminate the Plan. If Customer fails to pay the Plan Fee or license fee, as applicable, such failure to pay shall be deemed a material breach of this Agreement and if Quadramed terminates the Plan, Licensee shall be responsible for all Plan Fees or license fee, as applicable, that would have been paid during the remainder of that Plan term.

E. Plan Cancellation. For a perpetual license, either party may terminate the Plan by providing the other party with ninety (90) days prior written notice at any time after Licensee has participated in the Plan for one (1) year. Quadramed shall credit Licensee any amounts pre-paid to Quadramed by Licensee, for a pro-rated portion of the Plan Fees, after such termination date.

F. Plan Reinstatement. In the event that Licensee terminates its enrollment in the Plan, Licensee may reenroll its enrollment in the Plan by accepting the then-current version of Software and pre-paying: (1) the back Plan Fees since the date the Plan was terminated through the date of reinstatement, subject to any increases provided for in the Plan Fee and (2) the next year's Plan Fee calculated at twenty-five percent (25%) of the then-current list price for Software license fee.

G. Waiver of Quadramed's Obligations. Quadramed shall have no obligation to provide Support, Maintenance or Updates for Software to Licensee if: (1) the Software was not used in accordance with Quadramed's then-current published specifications; (2) the Software was altered, modified or converted by Licensee without Quadramed's prior written consent; (3) the Equipment malfunctioned and the malfunction caused a defect in the Software; or (4) any other cause within the control of Licensee caused a defect in the Software.


A. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. The parties hereby consent and submit to the exclusive jurisdiction and venue of the courts for Fairfax County, Virginia and the Federal District Court for the Eastern District of Virginia (Alexandria Division) in any litigation arising out of this Agreement and hereby waive any and all objections to the foregoing jurisdiction and venue.

B. Assignment. Licensee shall not be permitted to assign this Agreement, in any respect, without the prior written consent of Quadramed. Any assignment of this Agreement by Licensee in contravention of the foregoing shall be null and void and of no force and effect.

C. Notices. Any notice required or permitted to be sent under this Agreement shall be sent by a nationally recognized overnight service or by certified mail, return receipt requested, to the General Counsel of Quadramed or to Licensee at the addresses set forth in this Agreement or as changed in accord with this section. Such notices shall be effective when received.
D. **Severability.** Any provision of this Agreement that is held to be invalid by a court of competent jurisdiction shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

E. **Force Majeure.** Except for Licensee’s payment obligations, neither party shall be liable to the other party for failure or delay in fulfilling its obligations under this Agreement to the extent such failure or delay is due to causes beyond its control.

F. **Waiver.** Failure or delay by either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

G. **Entire Agreement.** This Agreement and all Addenda hereto constitute the entire agreement between the parties with regard to the subject matter of this Agreement and supersede all previous communications, whether oral or written, between the parties with respect to such subject matter. In the event of any conflict between the terms of this Agreement and the terms of any Addendum to this Agreement, the terms of such Addendum shall govern. Neither the course of conduct between the parties nor trade usage shall modify or alter this Agreement. If Licensee issues a purchase order or other writing addressing the subject matter of this Agreement, such purchase order or writing shall be for Licensee’s internal purposes only, and the terms and conditions contained therein shall have no force or effect.

H. **Modification.** No waiver or modification of any of the provisions hereof shall be binding unless in writing and signed by duly authorized representatives of QuadraMed and Licensee.

I. **Independent Parties; Independent Contractors.** QuadraMed and any third party providing software, equipment or services in conjunction with this Agreement, if applicable, are independent parties. Neither QuadraMed nor any third party shall be liable for the performance or failure to perform of the other. QuadraMed and Licensee are independent contractors, and neither party shall have authority to act as an agent on behalf of, or bind, the other party.

J. **Foreign Trade Restrictions.** Licensee shall not either directly or indirectly export or re-export Software in violation of the Export Administration Regulations promulgated by the U.S. Department of Commerce.

K. **License to the Government.** If any Software or Documentation is acquired by or on behalf of a unit or agency of the United States Government, the Government agrees that such Software or Documentation is “commercial computer software” or “commercial computer software documentation” and that, absent a written agreement with QuadraMed to the contrary, the Government’s rights with respect to such Software or Documentation are, in the case of civilian agency use, Restricted Rights, as defined in FAR §52.227-19, and if for Department of Defense use, limited by the terms of this Agreement, pursuant to DFARS §227.7202.

If the Software includes CPT codes which is commercial technical data and/or computer databases and/or commercial computer software and/or commercial computer software documentation, as applicable, that were developed exclusively at private expense by the American Medical Association, 515 N. State Street, Chicago, Illinois, 60610, United States Government rights to use, modify, reproduce, release, perform, display, or disclose, these technical data and/or computer databases and/or commercial computer software and/or commercial computer software documentation are subject to the Limited Rights restrictions of DFARS §252.227-7015(b)(2) (June 1995) and/or subject to the restrictions of DFARS §227.7202-1(a) (June 1995) and DFARS §§227.7202-2(a) (June 1995), as applicable for Department of Defense procurements and the Limited Rights restrictions of FAR §52.227-14 (June 1987) and/or subject to the Restricted Rights provisions of FAR §52.227-14 (June 1987) and FAR §52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

L. **Authority.** The parties and each individual executing this Agreement on behalf of the parties hereto represent and warrant that such individual is duly authorized to execute and deliver this Agreement on behalf of his or her party.

M. **Third Party Beneficiaries.** Any third party providing software, equipment or services in conjunction with this Agreement is an intended third party beneficiary of this Agreement.

14. **Termination.** Either party may terminate this Agreement (a) in the event that the other party materially breaches a provision of this Agreement and the breaching party fails to cure such breach within thirty (30) days of the receipt of written notice of such breach from the non-breaching party; or (b) immediately in the event of any breach of Section 2 or Section 7. Such termination shall be effective upon QuadraMed’s receipt of all Software and Documentation delivered by QuadraMed to Licensee including all copies, if any; however, in no event shall termination result in the refund or nonpayment of any license fees or other charges paid or due and payable to QuadraMed. For purposes of this Section 14, a breach with respect to any Software licensed by QuadraMed to Licensee as covered under this Agreement or any other agreement currently in effect between the parties shall give the non-breaching party the right to terminate all such agreements, including this Agreement.

Further, in a limited term license, Licensee shall have no further right to use the Software upon expiration of the term of the license. Upon the expiration of the limited term of the license (a) Licensee’s liability for any charges, payments or expenses due to QuadraMed that accrued prior to the expiration date shall not be extinguished by expiration of the license, and such amounts (if not otherwise due on an earlier date) shall be immediately due and payable on the expiration date; (b) Licensee shall deliver to QuadraMed, at Licensee’s expense, all original and copies of the (i) Software; (ii) Documentation; and (iii) Confidential Information of QuadraMed in the possession or under the control of Licensee; and (c) Licensee shall certify in writing to QuadraMed within ten (10) days following the expiration date that it has complied with this Section 14.

The provisions of Sections 7 (Nondisclosure), 8 (Warranty), 9 (Indemnification), 10 (Limitation of Liability), 13 (General) and this Section 14 (Termination) shall survive any expiration or termination of this Agreement.

Licensee’s solvency, receivership, bankruptcy, or assignment for the benefit of creditors (or the institution of proceedings thereof) shall immediately terminate this Agreement without notice. Rights and obligations accruing prior to termination of this Agreement shall survive termination of Agreement.

15. **Publicity.** Licensee agrees to allow QuadraMed to use Licensee’s name in customer lists and other QuadraMed promotional materials.

16. **Usage Certification.** If requested by QuadraMed, Licensee shall provide to QuadraMed, a certification that Licensee’s use is in accordance with this Agreement and Addendum, including the end-users and usage described hereunder. QuadraMed shall have the right, upon reasonable advance written notice, to have an independent auditor verify Licensee’s compliance with the Agreement and Addendum and the certification provided by Licensee to QuadraMed. Licensee agrees to make its processors and all applicable books and records available for such inspection during normal business hours at Licensee’s principal place of business. When such audit shows that Licensee is exceeding its license for usage of the Software, Licensee agrees to pay QuadraMed at QuadraMed’s then-current list price for the additional fees required to come into compliance of licensing requirements.

17. **Additional Terms.** Additional terms and conditions, if any, are attached hereto as Exhibit A and incorporated herein by reference. Notwithstanding any waiver of any kind to the contrary, in writing or otherwise, this Agreement does not offer to sell, or sell, or purport to sell, and Licensee irrevocably agrees that this Agreement does not offer to sell, or sell, or purport to sell, any goods or services except for Software, Services, and products generally available from QuadraMed and contained by reference herein.
PRODUCT ADDENDUM TO SOFTWARE LICENSE AND SERVICES AGREEMENT

Licensee:

<table>
<thead>
<tr>
<th>Santa Barbara City College</th>
<th>Sue Willner</th>
</tr>
</thead>
<tbody>
<tr>
<td>721 Cliff Drive</td>
<td>HIT/CIM Department Chair</td>
</tr>
<tr>
<td>Santa Barbara, CA 93109-2394</td>
<td></td>
</tr>
</tbody>
</table>

THE FEES AND TERMS SPECIFIED HEREIN ARE VALID ONLY THROUGH JUNE 30, 2005 UPTON RECEIPT OF THIS ADDENDUM, and if applicable, THE AGREEMENT AND ANY EXECUTION PAYMENT. QUADRAMED MAY NOT ACCEPT THIS ADDENDUM IF IT IS RECEIVED AFTER SUCH DATE.

This QuadraMed Product Addendum ("Addendum") modifies and amends the existing Software License and Services Agreement (the "Agreement") with an Effective Date of __________ between QuadraMed Corporation, ("QuadraMed") and the licensee identified above ("Licensee"). This Addendum is effective as of the date last signed below ("Addendum Effective Date"). In consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

Scope and Term of License: One (1) year Limited Term for forty-five (45) concurrent users at the Equipment Site(s). The term will begin on the first day of the month following Installation of Software ("Start of Initial Term").

Equipment Requirements: Minimum hardware and operating system to be provided by Licensee in accordance with specifications defined in Exhibit E.

DEFINITIONS

All capitalized terms not defined below shall have their meaning as defined in the Agreement. The following terms shall have their stated meanings:

"Execution" means the date Licensee’s representative, so duly authorized, signs this Addendum, accepting the terms set forth herein.

"Installation of Software" means the date Software is first loaded onto Licensee’s Equipment at any of the Equipment Sites.

EXHIBITS AND ATTACHMENTS

The following Exhibits and Attachments are attached hereto and incorporated by reference into this Addendum:

Exhibit a  EQUIPMENT SITE(S) & ADDITIONAL SITE(S)
Exhibit b  SOFTWARE
Exhibit C  INTERFACES
EXHIBIT D  PROFESSIONAL SERVICES
EXHIBIT E  EQUIPMENT REQUIREMENTS (not applicable)
EXHIBIT F  EQUIPMENT PROVIDED BY QUADRAMED (not applicable)
ATTACHMENT 1 ADDITIONAL TERMS & CONDITIONS
**FEE SUMMARY**

<table>
<thead>
<tr>
<th>FEES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Software License Fee (Exhibit B)</td>
<td>$1,500/Year</td>
</tr>
<tr>
<td>Total Software Professional Fee (Exhibit B)</td>
<td>$750</td>
</tr>
<tr>
<td><strong>TOTAL FEES</strong></td>
<td><strong>$2,250</strong></td>
</tr>
</tbody>
</table>

**PAYMENT TERMS**

Licensee shall pay QuadraMed fees and other charges as described and detailed in Exhibits B, C, D, and F herein.

1. **Software, Interface and Third-Party Software Fees:** Payment to QuadraMed for any fees set forth in Exhibits B and C shall be due and payable as follows: 60% upon Execution; with the remaining 40% upon Completion of Functional Test.

2. **Software Professional Service Fees:** Payment to QuadraMed for Software Professional Services set forth in Exhibits B and C shall be due and payable as follows: 100% upon completion of Services.

3. **Delay or Cancellation.** Within thirty (30) days of Execution, the parties agree to develop a detailed implementation project plan ("Work Plan") including milestones and milestone dates established and agreed to by the parties. If Completion of Functional Test has not occurred by the expiration of twelve (12) months from the Addendum Effective Date, through no fault of QuadraMed, all milestones identified in the Work Plan shall be deemed complete and all outstanding Software, Interface and Third Party Software Fees; Software Professional Service Fees; Software Support and Maintenance Fees; and Equipment Fees shall become immediately due and payable. In such event, QuadraMed shall have no further obligation or liability, except for ongoing Support and Maintenance for which Licensee has subscribed. If there is a mutual delay and the Work Plan dates and milestones are not met, then both parties shall mutually determine revised Work Plan dates and milestones which may only be changed upon mutual agreement of the parties in writing. Licensee must provide QuadraMed with at least two (2) weeks prior written notice of cancellation of scheduled Work Plan activities. Cancellations after such two (2) week period shall be subject to a cancellation fee to be paid by Licensee equal to the number of hours of scheduled services for any such activity cancelled multiplied by QuadraMed's then-current hourly rate for such services.

**Accepted by Licensee:**

By: 

Signature 

Print Name: 

Title: 

Date: 

**Accepted by QuadraMed:**

By: 

Signature 

Print Name: 

Title: 

Date:
EXHIBIT A

EQUIPMENT SITES & ADDITIONAL AUTHORIZED SITES

Equipment Site(s):

Facility Name: Santa Barbara City College
Address: 721 Cliff Drive
City, State, Zip Code: Santa Barbara, CA 93109-2394
Contact Name: Sue Willner, HIT/CIM Department Chair
Contact Phone Number: (805) 680-4325
## EXHIBIT B

**Software License, SOFTWARE Professional Services, & Support and Maintenance Fees**

<table>
<thead>
<tr>
<th>SOFTWARE APPLICATION NAME</th>
<th>SOFTWARE LICENSE FEE</th>
<th>SOFTWARE PROFESSIONAL FEE</th>
<th>ANNUAL SUPPORT &amp; MAINTENANCE FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantum Suite/Network Version 45 Concurrent Users</td>
<td>$1,500/Year</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Quantum Facility Coding¹</td>
<td>Included</td>
<td>$750¹²</td>
<td>Included</td>
</tr>
<tr>
<td>Quantum Physician Coding</td>
<td>Included</td>
<td>$190/hour, if needed</td>
<td>Included</td>
</tr>
<tr>
<td>Quantum Abstracting</td>
<td>Included</td>
<td>$190/hour, if needed</td>
<td>Included</td>
</tr>
<tr>
<td>Quantum Inpatient Compliance</td>
<td>Included</td>
<td>$190/hour, if needed</td>
<td>Included</td>
</tr>
<tr>
<td>Quantum Outpatient Compliance</td>
<td>Included</td>
<td>$190/hour, if needed</td>
<td>Included</td>
</tr>
<tr>
<td>Correspondence Management</td>
<td>Included</td>
<td>$190/hour, if needed</td>
<td>Included</td>
</tr>
<tr>
<td>1 Additional Training Manual</td>
<td>$85.00</td>
<td>Not applicable</td>
<td>Included</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$1,585</strong></td>
<td><strong>$750 for half day webcast training for Facility Coding</strong></td>
<td>Included</td>
</tr>
</tbody>
</table>

¹ The Software also includes: JReport Standard Edition (does not include Ad-Hoc Reporting Tool), AHA Coding Clinic, AMA CPT Assistant, ADAM Anatomy, MicroMedex Drug Database and Stedman's Medical Dictionary.

² Fee includes: Project Management, and Training. Webcast half-day training at $750 and Webcast full-day is $1,500.

³ Fees do not include: Data Migration, Business Process Reengineering, Disaster Recovery Planning, Backup and Restoration Strategies, or any additional services not defined within scope of this Addendum.

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*NOT APPLICABLE TO SBCC: EXHIBITS C-F (PP 10-13)*
ATTACHMENT 1

ADDITIONAL TERMS & CONDITIONS

A. SOFTWARE PROFESSIONAL SERVICES: INSTALLATION AND TRAINING SERVICES FOR QUANTIM SOFTWARE

1. IMPLEMENTATION

a. Upon execution of this Addendum, QuadraMed's Project Manager will initiate a project meeting that shall include Licensee's representatives, at the director level or higher, from both the users of the Software and the IS department. A detailed implementation project plan ("Work Plan"), including milestones and milestone dates shall be established and agreed upon during this meeting.

b. During implementation, QuadraMed shall provide hardware and network support only if the hardware was purchased from and installed by QuadraMed. At Licensee's request, QuadraMed may provide support for systems not purchased from or configured by QuadraMed at QuadraMed's then-current rates plus travel and out-of-pocket expenses, if applicable.

c. Milestones identified in the Work Plan shall be completed sequentially and require Licensee's written approval before proceeding onto the next milestone. If Licensee has any issues regarding the Software, it is Licensee's responsibility to specifically identify them to the Project Manager. The issues must be resolved and approved by Licensee before moving on to the next milestone. Standard Work Plan milestones include:

i. Licensee has completed all pre-work

ii. User testing has occurred and includes data volume testing and speed performance.

iii. Training.

If the scope of services is modified from the agreed upon Work Plan, both parties will agree upon any modifications before such out of scope services are performed. The parties may mutually agree to amend or modify the provision of services provided hereunder by way of an addendum executed by both parties which sets forth the modification of fees and services.

d. Licensee agrees that migrating the system to production and/or incorporating the system into the normal ongoing business processes, constitutes acceptance of the Software and the implementation shall be deemed complete.

e. Implementation with Quantim Abstracting also includes the following:

i. Client Builds Abstract: QuadraMed trains the Licensee to build and maintain its own abstract. QuadraMed creates and tests up to ten (10) business rules. QuadraMed also trains the Licensee on how to use the report writer including assistance creating two (2) customized reports. Software installation and interface configuration and testing follow the standard Quantim model.

ii. Quantum Abstract Builder Tool Training. Quantum Abstract Builder Tool training is three (3) days of on-site training for two (2) of the Licensee's key users. The individuals selected to fill the key user role will need the following skills, experience and knowledge:

- Knowledge of facility specific data collection requirements
- Knowledge of facility specific reporting requirements
- Knowledge of ICD9-CM and HCPCS coding
- Experience using the encoder and abstracting system being replaced by Quantim
- Previous use of a web browser
- Ability to think analytically and systematically
- Previous experience using any report writer

The Builder Tool training will teach the users how to:

- Import Quantum Abstracting standard screens
- Import Quantum Abstracting standard data elements
- Build new data groups, elements, tables and references
- Build custom screens
- Identify and document business rules associated with the abstract
- Build and link business rules with data elements
- Deploy the abstract to the test and production system

iii. Build Rules. Upon completion of the Builder Tool training or shortly thereafter the
Licensee will have identified and documented their abstract business rules. QuadraMed will build and test up to ten (10) rules after the Licensee has completed building all of their abstract screens.

iv. System Validation. System validation is performed remotely by QuadraMed implementation staff and is a review of the Licensee's abstract screens, rules, references and tables to ensure that all components are correctly built, and that they support the Licensee's workflow and data collection needs. This step occurs prior to Licensee testing and end user training.

v. End User Training. End user is on-site training for the first ten (10) users with one (1) additional day of training per ten (10) users. Training is performed by a credentialed HIM professional and includes review of the system set-up and administration, use of the coding, reimbursement and reference tools, and data entry into the Licensee's customized abstract.

vi. Report Writer Training. QuadraMed implementation staff will build the Reports Catalog (data dictionary) upon completion of the abstract screens and rules. QuadraMed will teach two (2) Licensee key users to use the Reports report writer during two (2) days of on-site training and will include creation of two (2) Licensee reports not to exceed fifteen (15) data elements.

B. SOFTWARE SUPPORT AND MAINTENANCE FOR QUANTIM SOFTWARE

1. Support and Maintenance Services

a. Provided that Licensee subscribes to the Plan and keeps its account with QuadraMed current, QuadraMed will utilize best efforts to:

i. Supply corrections for problems that QuadraMed diagnoses as defects in the currently supported version of the Software and will provide Licensee with any known problem solutions relating to the Software as such solutions become known to QuadraMed; supply corrections to tables which are part of the Software for inaccuracies within the database that have been brought to the attention of QuadraMed. Such corrections do not include corrections to Licensee's data, which was entered inaccurately or otherwise corrupts the database.

ii. Provide Licensee with Updates, including changes to the Software or databases to reflect current information, such as modifications, refinements or enhancements that result from the usual maintenance process, which QuadraMed elects to incorporate and make a part of Software and does not separately price or market.

iii. Provide appropriate documentation for the use and installation of the Software.

iv. Provide remote, telephone consultation from 8:00 a.m. to 8:00 p.m., Eastern Time, Monday through Friday, exclusive of QuadraMed's business holidays. 1-877-823-7263

v. Provide remote maintenance services on all Software using a 56.6Kbps modem and remote access telecommunications software.

vi. Provide on-site support, if requested and at mutually agreeable times, at QuadraMed's then-current rates, plus reimbursement for all travel and out-of-pocket expenses actually incurred.

vii. Provide Customer with all Centers for Medicare & Medicaid Services ("CMS") mandated changes to the Product, all ICD-9-CM code changes and errata as noted by the AHA Coding Clinics, and all CPT code changes and errata as released by the American Medical Association ("AMA"). QuadraMed's right to provide CPT code changes in the Product is dependent upon continuing contractual relations with the AMA. QuadraMed reserves the right to charge additional fees for major coding changes, such as migration to CPT 5 or ICD-10-CM by distributing the costs of such compliance to Licensee and otherwise evenly among all customers similarly situated to Licensee.

b. Licensee acknowledges the following:

i. Licensee will, at its expense, purchase and install the 56.6Kbps modem in at least one of its computers licensed to use the Software, acquire compatible telecommunications software, and provide easy access to a telephone line dedicated to data transmission.

ii. Licensee will provide a suitable location and environment for the Software, the computer, and such other hardware and software as shall be required to operate the Software.

iii. Licensee will comply with installation documentation, and will maintain current back-up copies of its data, database tables, application and of any purchased interface. Licensee shall be responsible for the maintenance of all tables (e.g. cost outlier tables, synonyms, reimbursement rates, etc.) the means for such maintenance is included in the Software.

iv. Licensee will promptly implement all corrections, and any and all Updates supplied by QuadraMed to
Licensee, QuadraMed shall not be required to provide Support and Maintenance for any preceding version after ninety (90) days of delivery of any correction or Update. Any and all corrections and Updates must be implemented within ninety (90) days from delivery of any correction or Update in order to be covered under Support and Maintenance.

v. So long as QuadraMed is obligated to maintain the Software, Licensee will not alter or adjust the Software. Such altering or adjusting of the Software will void any and all warranties provided hereunder, and QuadraMed will not be required to provide Support and Maintenance for any version of any Software which has been altered or adjusted by Licensee.

vi. QuadraMed shall not be obligated to provide Support and Maintenance for Software used in conjunction with hardware or operating system configurations other than those meeting the minimum approved specifications as provided by QuadraMed. Minimum system requirements may increase following installation and it is Licensee’s responsibility on an ongoing basis to upgrade its system configuration to meet or exceed such minimum requirements. QuadraMed reserves the right to require Licensee to seek assistance from an authorized hardware service vendor to assure compliance with configuration requirements.

c. Licensee will reimburse QuadraMed for time and expenses incurred by QuadraMed in connection with any support provided which is not necessitated by defects or non-conformities in the Software, including time and expenses incurred relative to rendering any computer or LAN capable of operating the Software. Nothing contained in this Section shall require QuadraMed to respond to particular requests or complaints by Licensee, except as otherwise specifically contained herein. QuadraMed assumes no responsibility to support the operating system or Licensee’s hardware.

d. QuadraMed acknowledges that federal and state governments may mandate compliance by Licensee with various regulatory requirements, some of which may necessitate modifications to the Software. Licensee shall communicate all applicable state and federal regulations to QuadraMed in a timely manner. QuadraMed will modify, as technically feasible, the specific functionality contained in the Software as acknowledged in the Documentation, so that Licensee may comply with the mandated federal, and, if applicable, state requirements. If applicable, QuadraMed will provide modifications for state regulations for the Software for the state in which Licensee’s Equipment Site(s) is located (additional states require an additional fee). QuadraMed reserves the right in its sole discretion to charge Licensee for additional functionality or modifications or additions to the Software to comply with the federal or state regulations.

e. Nothing in this Section shall obligate QuadraMed to customize the Software for Licensee, develop particular new features, or modify Software for use on a different CPU.

f. QuadraMed agrees that it will not discontinue Support and Maintenance for any current module or application of Software licensed hereunder unless QuadraMed has first given Licensee not less than ninety (90) days prior written notice of such discontinuance or unless the Software License is terminated by QuadraMed.

C. WORK PLAN
Not applicable.

D. QuadraMed’s Current Standard Labor Rates

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<th>Billing Categories</th>
<th>Hourly Rate</th>
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<tr>
<td>General Support and Service:</td>
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E. DATA FOR QUANTIM CODING/GROUPING AND ABSTRACTING ONLY
QuadraMed makes no warranties regarding the accuracy or completeness of data or information provided by the CMS; the AMA, or by any other third party. QuadraMed's and AMA's sole responsibility shall be to use reasonable efforts to correct known defects in the Software. QuadraMed and AMA specifically disclaim any liability for any consequences due to use, misuse or interpretation of information. The AMA requires that usage of the Software that contains Current Procedural Terminology ("CPT") codes be limited to the United States of America.
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>
<thead>
<tr>
<th>Description</th>
<th>Fund</th>
<th>Subfund</th>
<th>Object</th>
<th>Increase</th>
<th>Decrease</th>
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<td>Temporary Aid for Needy Families Support Supplies</td>
<td>10</td>
<td>12</td>
<td>200000-Classified Salaries</td>
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<td>12</td>
<td>400000-Supplies and Materials</td>
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<tr>
<td>Vocational Technical Education Act Support Supplies</td>
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<td>400000-Supplies and Materials</td>
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<td>$4,128.75</td>
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<td>10</td>
<td>12</td>
<td>500000-Other Operating Expense</td>
<td></td>
<td>$4,128.75</td>
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<tr>
<td>Description</td>
<td>Fund</td>
<td>Subfund</td>
<td>Object</td>
<td>Increase</td>
<td>Decrease</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>------</td>
<td>---------</td>
<td>----------------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Construction Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>District Construction Projects Architect/Engineering</td>
<td>43</td>
<td>00</td>
<td>600000-Capital Outlay</td>
<td>$50,000.00</td>
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<tr>
<td></td>
<td>43</td>
<td>00</td>
<td>790000-Contingencies</td>
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<td>Self Insurance Fund</td>
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<td>Insurance Replacement of Equipment</td>
<td>61</td>
<td>00</td>
<td>500000-Other Operating Expense</td>
<td>$4,000.00</td>
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<tr>
<td></td>
<td>61</td>
<td>00</td>
<td>600000-Capital Outlay</td>
<td>$4,000.00</td>
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</tr>
</tbody>
</table>

PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College

District this 26th of May 2005, by the following vote:

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

Noes: None

Absent: Mr. Villegas, Mr. Zweng (Student Trustee)

Concur: None

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

RE: Additional Revenue 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 85220 and 85219, 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:

<table>
<thead>
<tr>
<th>Program</th>
<th>Fund</th>
<th>Revenue Object</th>
<th>Amount</th>
<th>Fund</th>
<th>Budget Object</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Director Student Technology Support Cyber Center</td>
<td>10</td>
<td>889036</td>
<td>$100</td>
<td>10</td>
<td>400000</td>
<td>$100</td>
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<tr>
<td>Professional Dev Center Inkind Other Operating Expenses</td>
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<td>887404</td>
<td>$1,499</td>
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<td>District Construction Project Aspect Rental Fees</td>
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<td>889000</td>
<td>$450,000</td>
<td>43</td>
<td>600000</td>
<td>$450,000</td>
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</table>

Restricted Funds

<table>
<thead>
<tr>
<th>Program</th>
<th>Fund</th>
<th>Revenue Object</th>
<th>Amount</th>
<th>Fund</th>
<th>Budget Object</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health, Heart and Home Independent Living program</td>
<td>10</td>
<td>862000</td>
<td>$10,000</td>
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<td>100000</td>
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<td>30000</td>
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<td></td>
<td>400000</td>
<td>$900</td>
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<td>500000</td>
<td>$4,900</td>
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<td>$10,000</td>
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<td>889003</td>
<td>$10,400</td>
<td>10</td>
<td>100000</td>
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<td>Regional National Science Foundation</td>
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<td>500000</td>
<td>$1,200</td>
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<tr>
<td>Consortium for Engineering Advances in Technological Excellence</td>
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</tr>
</tbody>
</table>

Total New Money

$473,199

PASSED AND ADOPTED BY THE Board of Trustees of the Santa Barbara Community College District on the 26th day of May 2005, by the following vote:

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

Noes: None

Absent: Mr. Villegas, Mr. Zweng (Student Trustee)

Concur: None

John R. Romo
Superintendent/President and Secretary/ Clerk to the Board of Trustees

Item 5.2-b
05/26/05