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Item 2.1-a
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PART-TIME FACULTY FALL 2005
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Galoustian, Patrick
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Garber, Neil
Gardella, Dennis
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PART-TIME FACULTY FALL 2005
*Not to exceed 60% credit assignments

Von Bernuth, Debra
Vosovic, Lawrence
Wade, Evelyn
Wakita, Takako
Walker, Cynthia
Walker, Marina
Warrecker, Theodore
Watkins, Daniel
Watkins, Sue
Webber, Jeannette
Weiss, Elizabeth
Wellman, Ann
Werner, Jonathan
Wesolowski, Daniel
West, Jeanne
Whitehorse, Marilyn
Wiessner, Curtis
Wilcox Travers, Kelly
Wilkinson, Mary
Wilson, Anne
Wolf, Richard
Wong, Vince
Wood III, Charles
Wopat, Kathryn
Wotruba, Patricia
Wyckoff, Jr, Richard
Yokubaitis, Dan
Yturralde, Yolanda
Zaharias, Tony
Zapata, Julianna

Assistant Coaches
Franz, Jill
Hart, Paul
McKinney, Mark
Pena, Courtney
Rocha, Jorge
Walter, T.K.
ABERCROMBIE, Elaine
ALLEN, Archie
ALOIA, Soma
ALPERT, Richard
ANDERLE, June
ANDERSON, Jan
ANDERSON, Karen
ARENSON, Gloria
ARMSTRONG, James
ATKINSON, Terry
AZIZ, Anne
BADRAK, Kathy
BAHENA, Norma
BAILON, Abelino
BARRETT, Carolyn
BARRETT, Lyman
BARTAK, Robert
BASTIAN, Edward
BE, Wanda
BEACHAM, Mary
BEAMER, David
BECK, Sanderson
BECKMAN-LYON, Pamela
BELDEN, Katie
BELLAMY, Jerome
BELLIDO, Lissie
BENNETT, Esther
BENZ, Dylan
BERRY, Glenn
BIJOU, Jude
BLACKBURN, Lea
BLAKLEY, Bonnie
BOISE, Phil
BOLLINGER, Eliesa
BOLTON, Blanca
BOUCK, Mary Jane
BOWDEN, Julie
BOWMAN, Raymond
BRADEN, Susan
BRAIDEN, Margaret
BREEDON, Deborah
BROCK, Patsy
BROOKS, Judi
BROWDY, Karen
BROWN, Greg
BROWN, Mary
BROWNE, Jim
BURRE, Ganet
BURTNESS, Robert
CALDER, Joan
Caldwell, Helen
CALLOS, Lynda
CAPELLI, Dawn
CAPLAN, Phyllis
CARMONA, Oscar
CARTY, Robert
CATTON, Donna
CHAMBERS, Gaelyn
CHAPMAN, Chris
CHRISTENSEN, June
CISNEROS, Vickie
CLOUD, Janice
COCKRUM, Carol
COLLINS, Kim
CONWAY, Timothy
COOK KNIGHT, Janice
COOPER, Terri
CORCORAN, Kimberly
CORNEJO, Gerardo
COULTER, Rica
COX, Victoria
CRICKETTE, Maria Elena
CRONKITE, Robert
CULBERTSON, Kathy
DAILY, Janice
DANFORD, Joan
DAVIS, Rebecca
DAY, Arden
DEAN, Danyel
DEBIN, David
DENKE, Debbie
DESALES, Gloria
DOUGHER, Catherine
DOUGLASS, Rhonda
DOWNING, Susan
DROBNY, Dana
DRURY, Michael
DUARTE, Amparo
DUNLAP, Mark
DYBDAL, Jan
EBNER, Cy
EDWARDS, Eldon
EGGLES, Norma
ENTESHARI, Fariba
ERB, Ann
ESTES, Nancy
EVANS, Mary Ann
FALLERT, Joan
FAULKNER, Bob
FEDERMAN, Sheila
FEENEY, Daniel
FERREIRA, Carolina
FERRER, Mark
FICKLIN, Carrala
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FISHER, Glory
FLOYD, Mary Alice
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GALVAN, Anthony
GAONA, Samuel
GARCIA, Maria Clara
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GOOD, Jordan
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GRAFFY, Erin
GRAHAM, Janet
GRAVES, Kelly
GREEN, Doris
GROSBOIL, Marilyn
GRUA, Michael
GUAN, Daoxiong
GUNHER, Joan
GUTSHALL, Norman
HALE, Keith
HAMPTON, Dawn
HANDLEY, John
HANSEN, Jorgen
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<tr>
<td>SEDER, Carla</td>
<td>Diagnostic Medical Technology</td>
<td><strong>EDUCATION:</strong>&lt;br&gt;1982-83 &amp; 1978-79: University of California, Los Angeles (UCLA), School of Diagnostic Ultrasound&lt;br&gt;1072-74: Santa Barbara Cottage Hospital, School of Radiologic Technology&lt;br&gt;&lt;br&gt;<strong>CERTIFICATIONS:</strong>&lt;br&gt;2004: Society of Diagnostic Medical Sonography&lt;br&gt;2003: Advances in 3D/4D Ultrasound&lt;br&gt;2002: GE Medical Systems 3/4D Sonography&lt;br&gt;1990-2002: Annual Spring Diagnostic Ultrasound Conferences, LA.&lt;br&gt;1986/88/92: OB Sonographic Update&lt;br&gt;1983: American Registry of Diagnostic Sonography, Specialty Certification in Abdomen &amp; OB Gyn&lt;br&gt;&lt;br&gt;Ms. Seder has completed 100’s of hours of CME to maintain her certification.</td>
<td></td>
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EXPERIENCE:
Ultrasound:
1988-Present: Experience with six OB Gyn physicians, Ventura, Oxnard & Camarillo, California

Radiology:
1982-88: Community Memorial Hospital, Ventura, CA. Specialist Radiologic Technologist
1976-79: St. Johns Hospital, Oxnard, CA, Staff Radiologic Technologist

EDUCATION:
B.A., Music History, University of California, Berkeley (1965)
M.A., Social Work, University of Kansas (1997)

EXPERIENCE:
1999-2002: Instructor in Sociology & Social Work, Fort Hays State University, Kansas
2000 (4 mo.s): Psychotherapist, Kelly Psychological Services Center (replacement position)
1998-2000: Instructor, Women’s Studies, Wichita State University
1998-99: Counseling & Training Specialist, Planned Parenthood of Kansas & Mid-Missouri
1978-98: Educator & Counselor, Planned Parenthood of Kansas
1997 (5 mo.s): Practicum: Psychotherapist in out-patient mental health clinic, Menniger Clinic, Kansas

SHAPIRO, Marian Psychology
Continuing Education
Minimum Qualification Equivalency

CHIN, Terease  ESL  EDUCATION:

UCSB Extension
Santa Barbara, CA
TESL Certificate
2003

St. Mary's College
Notre Dame, Indiana
BA, Sociology/Social Work
1978

Santa Barbara College of Law
Santa Barbara, CA
JD, Law
2001

EXPERIENCE:

ESL Class Volunteer
SBCC Continuing Education
Sept. 2002 to April 2003

Instructional Aide
SBCC Continuing Education
Sept. 2003 - Feb. 2004

Teaching Assistant (LTA)
SBCC Continuing Education
Feb. 2004 to present

Trust Officer
Montecito Bank and Trust
1997 to present

COCOLO, Eligia  Sewing  EDUCATION:

Amedeo Duca D'Aosta Junior College
Trieste, Italy

Los Angeles City College
Los Angeles, CA
Small Business Administration

Pierce College
Woodland Hills, CA

West Valley Occupational Center
Woodland Hills, CA
Certificate in Fashion Design and
Manufacturing
1975-1977

EXPERIENCE:
Owner/Designer
Tiesse European Couture
Santa Barbara, CA
1995-2004

Freelance Clothing Designer
1985-1995

Owner/Designer
Tiesse Clothing Manufacturing Company
Los Angeles, CA
1976-1985

Prior to 1976, Ms. Cocolo had formal schooling in Italy, an apprenticeship, worked for Italian designers, and opened her own haute couture boutique in Trieste, Italy.

EDUCATION:
CA Teacher Credential
Multiple Subject: General Subjects
(Professional Clear)
Valid May 2002 to June 2007

Antioch University
Santa Barbara, CA
M.A., Clinical Psychology
Focus on play therapy & expressive arts
1998-2000

SBCC
Santa Barbara, CA
Early Childhood Education, course work
Creative Arts emphasis
1988

University of Rochester
Rochester, NY
Graduate School of Education & Human Development
Coursework
1982

University of Rochester
Rochester, NY
B.A., English Composition & Literature
1978-82
EXPERIENCE:
Om Tara! Jewelry & Finery
Owner, designer, and instructor
Santa Barbara, CA
2003 to present

Arts Alive
Beaded jewelry design instructor
Santa Barbara, CA
2004 to present

Artworks
Co-owner & instructor
Santa Barbara, CA
1996 to present

“The Goddess Party”
Festival showcasing Artists and Healers
Producer
Santa Barbara, CA
2004-Present

EDUCATION:

Arizona Western College
Yuma, AZ
Conversational Spanish I, Beginning
1997

California State University Fresno
Fresno, CA
Professional Courses
2002

Modesto Junior College
Modesto, CA
General Education Courses
(including Psychology, Nutrition, Optometry,
Anatomy/Physiology)
1975-1983

CREDS, CERTIFICATES &
MEMBERSHIPS:

State of California Vocational Education
Teaching Credential: Medical Office Services
(Preliminary Part Time)
Valid 2003-2008

CPR for Healthcare Providers
(Adult, Child and Infant), including
including AED Training
Valid 2005-2007

Member, Ophthalmic Photographer’s Society
1992-1997

EXPERIENCE:

Financial Manager/Office Supervisor
Human Resource Director
Community Home Health
Santa Barbara, CA
(Certified Home Health Facility/ State and Medicare Acute Care)
2003-present

Medical Technician - EKG Tech. and Lab Tech.
Family Health Centre
General Medical Practice
Bishop, CA
2000-2003

CA Instructor of Record: Clinical Medical Assisting - Microbiology in the Medical Office
Cerro Coso Community College
Ridgecrest, CA
March, 2003

Medical Technician
Family Health Centre Medical Group
Bishop, CA
2001-2003

Instructor: Physiology & Pharmacology of Chemical Dependence
Substance Abuse Counselor Certificate Program (One semester class)
Owens Valley Career Development Center
(DQ University)
Bishop, CA
June, 2002

Instructor/Tutor: Nursing L.V.N. Course, Anatomy & Physiology, Nutrition, Psychology Coursees
Owens Valley Career Development Center
Bishop, CA
October, 2002

Medical Assistant, Surgical Technician, Office Manager
The Modesto Eye Center,
Modesto, CA
1980-1994
Developed a Vision for Children Program

METCALF, Carol

Performing Arts

EDUCATION:
University of Texas
San Antonio, Texas
B.A., Sociology
1981

Phillips Graduate Institute
Encino, California
M.A., Marital & Family Therapy
1998

EXPERIENCE:
Produced/performed original one woman show:
"My Life is Too Vivid"
Hollywood, California
1993

Produced/performed original one woman show:
"Little Dove Tails"
Hollywood, California
1994

Produced and acted in Comedy Shows
Bellisimo, Woodland Hills, CA
2002-04

20 years of experience as Producer,
Director, Actor, and Agent for theatre, film,
commercials and modeling; Stand-up Comic;
Teacher and Coach for: Humor and Healing
workshops, Acting and On-Camera
workshops, Movie and Commercial
workshops, Modeling and Runway
techniques (unverified)

Studied with Don Pitts (Voice-Over Classes
at CSUN, 1994); and Peter Frisch (Scene
Study, Studio City 1990-95)
(unverified)
## CLASSIFIED SHORT-TERM HOURLY APPOINTMENTS – 8/25/2005

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

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<th>Department/Position</th>
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<th>Days/Hours</th>
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# Classified Short-Term Hourly Appointments – 8/25/2005

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

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<td>DSPS Auxiliary Aid</td>
<td>8/29/05 – 12/17/05</td>
<td>M-F 8am-11:30am</td>
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<tr>
<td>SEWARD, Mary</td>
<td>RHORC fresno C.N.A. Rater</td>
<td>7/01/05 – 12/24/05</td>
<td>S 8am-5pm</td>
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<td>1/02/06 – 6/30/06</td>
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<tr>
<td>SHUIT, Joe</td>
<td>Auto IA</td>
<td>8/29/05 – 12/23/05</td>
<td>MWF – 9:30am-12pm</td>
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<td>1/23/06 – 6/30/06</td>
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<td>TAMINOTO, Hiroko</td>
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<td>8/01/05 – 6/30/05</td>
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<td>TUHTAN, Lela</td>
<td>DSPS DSPS Tutor</td>
<td>7/08/05 – 7/29/05</td>
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<td>TURNER, Victoria</td>
<td>RHORC fresno C.N.A. Rater</td>
<td>7/01/05 – 12/24/05</td>
<td>S 8am-5pm</td>
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<td>MWF 2pm-5pm</td>
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<td>WEAVING, Douglas</td>
<td>F &amp; O Maintenance Wkr I</td>
<td>8/04/05 – 12/23/05</td>
<td>M-T 8am-4:30pm</td>
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<td>1/02/06 – 6/30/06</td>
<td>W 8am-11:30am</td>
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CLASSIFIED SHORT-TERM HOURLY APPOINTMENTS – 8/25/2005
All short-term appointments are limited to 19-1/2 hrs. per week and 175 days per year.

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<thead>
<tr>
<th>NAME</th>
<th>Department/Position</th>
<th>Begin/End Date</th>
<th>Days/Hours</th>
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<tbody>
<tr>
<td>WESOLOWSKI, Dan</td>
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<td>M-Th 9am-12pm</td>
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<td>1/23/06 – 5/20/06</td>
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<td>6/19/06 – 6/30/06</td>
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<td>8/29/05 – 12/17/05</td>
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<td>1/20/06 – 5/23/06</td>
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<tr>
<td>YOUNG, Leah</td>
<td>Security Security Officer</td>
<td>8/01/05 – 12/31/05</td>
<td>M-Th 4pm-10pm</td>
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<td>YUANITA, Novia</td>
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<td>8/29/05 – 12/17/05</td>
<td>T&amp;Th 2pm-4:20pm</td>
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<td>F 1:30pm-5:30pm</td>
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### GENERAL WORKSTUDY STUDENTS

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<tr>
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<tr>
<td>Ackelman, Jessica</td>
<td>None</td>
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<td>Almanza, Francisco</td>
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<td>Aoki, Yoshie</td>
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<td>Barraza, Lilana</td>
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<td>Batchuluum, Altanzaya</td>
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<td>Bloomfield, Carl</td>
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<td>Chan, Jonathan</td>
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<td>Feile, Michael</td>
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<td>Fowler, Agnes</td>
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<td>Gillis, Nicholas</td>
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<td>Gonzalas, Willy</td>
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<td>Hashiba, Hitomi</td>
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<td>Housekhecht, Kate</td>
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<td>Kalionez, Willy</td>
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<td>Kurrels, Paul</td>
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<td>Lopez, Rosa M</td>
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<td>Molan, Plamer</td>
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<td>Oregel, Patricia</td>
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<td>Petrossian, Lili</td>
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<td>Richards, Theresa</td>
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<td>Wright, Erica</td>
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<td>Yu Hyo, Young</td>
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<td>Zilalah, Forough</td>
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<td>Zuluaga, Paola</td>
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</tbody>
</table>

### TUTORIAL CENTER

Cimino, Xenia Lang

LaTourelle, Jonathan J.

Smart, Jessica L.

### CalWORKs WORKSTUDY STUDENTS

Julie Siegel
Board Policy 1336  Confidential Class Differential

A differential of 6 percent is allowed for individuals employed at SBCC in confidential positions as of July 1, 2005 so long as they remain employed by the District in a position designated as confidential. Individuals hired into confidential positions in the District after July 1, 2005 will not be eligible for any confidential class differential. Employees in the following classes, as designated by the Board of Trustees:

- Certificated Personnel Technician
- Classified Personnel Clerk
- Certification Clerk
- Secretary, Administrative/Confidential
- Secretary/Confidential
- Secretary, Senior/Confidential
- Secretary to Superintendent/Board of Trustees
- Typist Clerk, Intermediate/Confidential

Amended Section 1336 - 7/1/77, Board Meeting 7/14/83
Sections 1321 & 1322 Renumbered 1336 7/14/83
Amended Section 1336 - 7/1/84
Amended Section 1336- Board Meeting August 25, 2005
Board Policy 1336  Confidential Class Differential

A differential of 6 percent is allowed for individuals employed at SBCC in confidential positions as of July 1, 2005 so long as they remain employed by the District in a position designated as confidential. Individuals hired into confidential positions in the District after July 1, 2005 will not be eligible for any confidential class differential.

Amended Section 1336 - 7/1/77, Board Meeting 7/14/83
Renumbered 1336 7/14/83
Amended Section 1336 - 7/1/84
Amended Section 1336- Board Meeting August 25, 2005
PROPOSED NEW CONTINUING EDUCATION COURSES AND TITLE CHANGES – FALL 2005

ARTS

TITLE CHANGES:

TO: Finishing Touches
   FR: Painting Workshop, 7

TO: Gardens through Time
   FR: Historic Gardens of America, 7

TO: Mixed Media Workshop
   FR: Mixed Media Collage Workshop, 7

TO: Printmaking for the Book Artist
   FR: Printmaking without a Press, 7

TO: The Wildling Art Museum
   FR: Art Museum Art, 7

TO: Thoughts and Visions: A Creative Workshop for Wellness
   FR: Intuitive Painting, 7

BUSINESS & PERSONAL FINANCE

Managing Your Medical Bills and Insurance Claims, 0

Long Term Care: Should You Self-Insure?, 0

TITLE CHANGES:

TO: How to Retire in Santa Barbara in Style
   FR: Successful Asset Preservation, 7

TO: Introduction to Bookkeeping Using QuickBooks Pro®
   FR: Bookkeeping I Intro to Bookkeeping, 6

CAREERS & JOB TRAINING

TITLE CHANGES:

TO: How to Reach Your Goals and Make Your Dreams Come True
   FR: Process of Success, 6

TO: Life Management Skills
   FR: Life Management Skills: Exploring Your Potential: Module 1, 6

TO: Testing Program for Career Decisions
   FR: Testing Program for Concrete Career Decisions, 6
   Mary Alice Floyd 201134

COMPUTERS

TITLE CHANGES:

TO: Just Fix It
   FR: VCR & Small Appliance Repair, 6

TO: Mac OS X Operating System
   FR: Operating System MAC: OS X10.2 Jaguar, 6

TO: Make an Online Scrapbook and/or Genealogy Booklet
   FR: Genealogy: PAF for Windows, 6

TO: Thinking Inside the Box
   FR: Intro to Hardware for PCs, 6

COOKING

TITLE CHANGES:

TO: Family Favorite Dinners
   FR: Family Favorite Dinners Part 2, 8
   Daniel Feeley 606240

TO: Fancy Party Foods with Kids: Parents and Children 5-12 Cook Together
   FR: Fancy Party Foods with Kids, 8

TO: From Fairview Gardens Farm to the Table: Teens and Parents Cook Together
   FR: From Garden to Table: Fresh Spring Vegetables, 8

TO: Savoring the Mediterranean
   FR: Cooking of the Mediterranean and the Middle East, 8

TO: The Foods of Greece
   FR: Zorba’s Fabulous Mediterranean Feast: A Greek Spring Menu, 8

CRAFTS

TITLE CHANGES:

TO: Creating Southwest Style Stone Inlay Jewelry
   FR: Specialized Jewelry Techniques, 7

TO: Introduction to English Smocking and Heirloom Sewing by Machine
   FR: Creative Sewing Workshop: Serger and Fashion Sewing Techniques, 8

TO: Jewelry: Exciting Surfaces: Fusing and Reticulation
   FR: Jewelry: Create Exciting Surfaces on Anodized Aluminum, 7

CURRENT EVENTS

Our Search for Security Post 9/11: Reflections on the Patriot Act, Guantanamo, Abu Ghraib and Beyond, 0

ENVIRONMENTAL EDUCATION

Living Smart, Living Sustainably, 0

Field Trip to La Purisima State Historic Park, 0

TITLE CHANGES:

TO: A Field Trip to Lake Cachuma
   FR: A Field Trip to Lake Cachuma Park and the Nature Center, 0

Item 4.1
Page 1 of 3
08/25/05
TO: Explore the Botanic Garden  
FR: Explore Fall at the Botanic Garden, 0

FITNESS

Balance with the Ball, 0
Pilates for Life, 0

TITLE CHANGES:

TO: 50+ Fitness Forum  
FR: Introduction to Fitness: Energizer for Seniors, 7

TO: TAI JI: Chinese Exercises – Relieve the Stress  
FR: Tai Jí Movement, 0

HEALTH EDUCATION & MEDICAL CAREER DEVELOPMENT

Health Care Interpreter Training, 6

TITLE CHANGES:

TO: Alternative Pathways to Coping with Fibromyalgia  
FR: Coping with Fibromyalgia: Update 2002, 9

TO: Arthritis Update: Pain Treatment without Pharmaceuticals  
FR: Coping with Chronic Illness, 9

TO: Awakening Kindness: Training for End of Life Care  
FR: The Art of Caregiving: Creating Caregivers and Connections, 6

TO: Dilemmas, Decisions and Death: Care at the End of Life  
FR: Weaving Hope into Sorrow: The Grief of Alzheimer's, 9

TO: Overcoming Barriers to Managing Your Weight  
FR: Losing Weight Creatively, 9

TO: Peace, Hope and Healing: Coping with Grief and Loss  
FR: Healing and Dying: Health Care Choices in Every Family’s Life, 9

TO: Self-Care for Optimal Digestion  
FR: Digestive Health: A Common Sense Approach, 9

TO: Self-Care for Optimal Health  
FR: Touch for Health Plus, 9

HOME & GARDEN

TITLE CHANGES:

TO: Exploring Showrooms!  
FR: Professional Practices for Interior Designers, 6

TO: New Construction and Home Remodel: Techniques to Control and Manage  
FR: Construction and Planning: A Hands-On Class, 6

TO: Selecting and Arranging Furniture  
FR: Hysterical, Historical Furniture, 6

HUMANITIES

TITLE CHANGE:

TO: Discovering Native America Today through Multimedia  
FR: Through Indian Eyes, 0

LANGUAGES

Advanced Spanish Conversation and Culture, 0
French Language through Film, 0
Learning Spanish through Latin American Literature, 0

LITERATURE & WRITING

TITLE CHANGES:

TO: Enjoying Contemporary Literature  
FR: Enjoying Award-Winning Fiction: Two American Voices, 7

TO: Literary Classics  
FR: An American Classic: Mont Saint Michel and Chartres, 7

MUSIC

TITLE CHANGE:

TO: Music Appreciation  
FR: Music for All, 7

OMEGA PROGRAM/ ELDERHOOD

TITLE CHANGES:

TO: “If Only” I Had Said, Not Said, Had Done, Not Done  
FR: Awakening the Healer in You, 7

TO: AgeWell Series  
FR: Senior Wellness: Balancing Mind, Body and Spirit, 7

TO: Ethnobotany in Medicine and Health  
FR: Exploring Nature’s Wonder at Your Door Step, 7

TO: For Seniors: Our Place in the World  
FR: Aging Gracefully, Wrinkles and All, 7

TO: Healing Hands  
FR: Retreat into Self-Healing, 7

TO: How the Uses and Misuses of Memory Impact Our Health  
FR: Preventing and Coping with Memory Loss, 7
Maryellen Kelley & Tap Steven, Ph.D. 951348

TO: Life, Death and Beyond  
FR: Powerful Pathways to Healing: Storytelling, 9
Joanne Talbot, MFT 951294
TO: Return to the Dream Time
FR: The Dream Reality Part II: A Practicum, 7
David M. Cumes, M.D. 951517

TO: Skin Cancer: The Bad News, The Good News
FR: Much More than Skin Deep, 7
Patricia Stewart, D.O. 951444

TO: The Necessity for Health Care Directives
FR: Advance Health Care Directives, 7
Jeanne West, R.N. 951488

PARENT EDUCATION

TITLE CHANGES:

TO: How to Respond to Tears, Fears and Tantrums
FR: Understanding Tears and Tantrums, 1
Aletha Solter, Ph.D. 251115

TO: Prenatal Stress Management
FR: Bonding with Your Baby Before, During and After Birth, 1

PSYCHOLOGY & PERSONAL DEVELOPMENT

TITLE CHANGES:

TO: Are Men Left and Women Right?
FR: Resolving Relationships: Roots, Realizations, Redecisions, 7

TO: A Solution-Focused 7-Step Program for Weight Loss
FR: Weight Control by Lifestyle Adjustment, 7

TO: Buddhist Meditation: Psychology, Purpose, Methods, Results
FR: Introduction to Meditation: 8 Techniques, 7

TO: Diabetes: Balance and Control – Body, Mind and Soul
FR: Living with Diabetes: A Psycho-Educational Forum, 7

TO: Ending Violence: “A Call to Men and the Women Who Love Them”
FR: Moving Beyond Gender-Based Discrimination and Violence, 7

TO: Forgiveness: Healing Relationships
FR: Healing and Enriching Your Relationships, 7

TO: How to Create Passion in Your Life
FR: Life Launch: A Passionate Guide to the Rest of Your Life, 7

TO: Intuition in Action: Honing Your Intuitive Edge
FR: Developing Your Intuition: Practice Lab, 7

TO: Love Isn't Enough: Handling Conflict, Creating Romance
FR: Getting the Love You Want, 7

TO: Mindfulness: Living Fully in the Present Moment
FR: Mindfulness-Based Stress Reduction, 7

TO: Mindfulness Meditation: Opening Your “I”
FR: Opening the Mind's Eye, 7

TO: People Who Never Get Old: 7 Steps to Joyful Aging
FR: 50+: Resolving Your Unfinished Business, 7

TO: Special States of Consciousness
FR: Journey Into Self: An Exploration into Inner Consciousness, 7

TO: Suicide: What Our Community Needs to Know
FR: The Micro Suicides of Everyday Life, 7

TO: The Art of Gentle Living
FR: Awaken Compassion and Improve Relationships, 7

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
Lease Agreement Between
Kinko's Early Learning Center
and
Santa Barbara County Education Office

This agreement, made and entered into this 25th day of August, 2005, by and between the Santa Barbara County Education Office (SBCEO), located at 4400 Cathedral Oaks Road, Santa Barbara, California 93160-6307, and Kinko's Early Learning Center, located at 365 Alta Loma Drive, Santa Barbara, California 93109, shall be for the period beginning August 25, 2005 through June 19, 2006.

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

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

It is agreed between the parties as follows:

1. Term of Lease
   The term of this lease is for the period of August 25, 2005 through June 19, 2006 and may be renewed annually thereafter as agreed to by both parties. At any time during the lease, either party with due cause may terminate with a written notification at least forty-five (45) days prior to termination.

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

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

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

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

Lessee:

**Santa Barbara County Education Office**
By: [Signature]
Florene Bednersh, Ph.D.
Assistant Superintendent,
Special Education
Date: 6/30/05

Lessor:

**Kinko’s Early Learning Center**
By: [Signature]
Joseph Sullivan
Vice President, Business Services
Santa Barbara City College
Date: 7/29/05
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Santa Barbara Community College District, having its principal place of business at 721 Cliff Drive, Santa Barbara, CA 93109-2394 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. DESIGNATED REPRESENTATIVE. Carole Ferrari is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Dawn McGrew, Public Health Department Departmental Analyst at (805) 681-5205 is contract contact. See below for authorized representatives for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:
   
   To COUNTY:                        
   Dawn McGrew
   Contracts Unit
   Public Health Department
   300 N. San Antonio Road
   Santa Barbara, CA 93110
   Email: Dawn.McGrew@sbcphd.org

   To CONTRACTOR:                   
   Jan Anderson, RN, MSN
   Associate Degree Nursing Program
   (805) 965-0581 ext 2368
   Santa Barbara City College
   721 Cliff Drive
   Santa Barbara, CA 93109-2394

   or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. SCOPE OF SERVICES. CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM. CONTRACTOR shall commence performance on July 1, 2005 and end performance upon completion, but no later than June 30, 2007 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR. Compensation is not applicable to this agreement.
6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that CONTRACTOR has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

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

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY. This provision does not apply to medical data.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.
13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of CONTRACTOR’s rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY’s convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY’s sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

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

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

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

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSIONS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at CONTRACTOR's sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

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

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

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.
29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.
Agreement for Services of Independent Contractor between the County of Santa Barbara and Santa Barbara Community College District.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2005.

COUNTY OF SANTA BARBARA

APPROVED
ELLIOTT SCHULMAN, M.D., M.P.H.
DIRECTOR AND HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

By: ________________________________

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By: ________________________________
    Deputy County Counsel

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO, ARM, AIC
RISK PROGRAM ADMINISTRATOR

BY: ________________________________

Santa Barbara Community College District
Professional Service Agreement
FY 2005-2007
(Co of SB Std Terms Ver 4-21-95)
Agreement for Services of Independent Contractor between the County of Santa Barbara and Santa Barbara Community College District.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2005.

CONTRACTOR

JOE SULLIVAN, VICE PRESIDENT
BUSINESS SERVICES
SANTA BARBARA CITY COLLEGE

By: _______________________________ Date: ______________________________
EXHIBIT A

STATEMENT OF WORK

SERVICES TO BE PROVIDED: Whereas the CONTRACTOR provides in its curriculum programs for the education of Health Technology students; and whereas the COUNTY is willing under certain conditions to allow the CONTRACTOR to place students enrolled in the Health Technology Program – Associate Degree Nursing in COUNTY facilities for clinical experience in High Risk Obstetrics, Urology, Well Child (CHDP and Healthy Families), and Psychiatric Health Facility; now therefore, the parties agree to the following:

1. GENERAL OBLIGATIONS OF CONTRACTOR
   CONTRACTOR agrees to the following:
   A. CONTRACTOR accepts responsibility for the development, organization, and implementation of the Health Technologies curricula.
   B. CONTRACTOR accepts responsibility for the selection and guidance of learning experience to meet the objectives of the curricula.
   C. CONTRACTOR will provide COUNTY with qualified faculty whose purpose is instruction and supervision of students while they are in COUNTY's facilities.
   D. CONTRACTOR will furnish copies of class schedules and student rotation in clinical assignments to designated personnel employed by COUNTY.
   E. CONTRACTOR will provide education and training about bloodborne pathogens and universal precautions to the students enrolled in this program. This education and training shall include, but not be limited to, the proper handling of blood and body fluids, preventative measures of exposure to blood and body fluids, and risks concerning the Hepatitis B Virus. The CONTRACTOR will maintain records documenting this training as well as a letter signed by each student indicating their choice of receiving or not receiving the vaccine to the Hepatitis B Virus.
   F. CONTRACTOR and COUNTY will meet as deemed necessary to discuss the students' program, any existing problems and evaluation of student learning experiences in the COUNTY facilities.
   G. CONTRACTOR shall plan the days and hours of the clinical experience for Health Technology students, unless in specific instances other provisions are made and are mutually satisfactory to the CONTRACTOR and COUNTY. The selection of patients for such student experience shall be made by the clinical instructors of the CONTRACTOR in concurrence with the appropriate COUNTY designee. All plans for observations and/or clinical experience shall be subject to the approval of the COUNTY.
   H. The CONTRACTOR shall require the examination for physical fitness and shall maintain records that the Health Technology students have been immunized against the common communicable diseases. Specific requirements for the physical examination, including required immunizations, are detailed in the examination packet provided to admitted students and required to be completed before enrollment in a Health Technology Program. The CONTRACTOR shall comply with program health and OSHA requirements and maintain records thereof.
   I. Each Health Technology student and instructor shall wear a uniform and identification pin designated by the CONTRACTOR except when assigned to services for which the COUNTY requires and furnishes a special uniform.
   J. CONTRACTOR shall have each Health Technology student complete and sign a Public Health Department Confidentiality of Information, Business Equipment Agreement & Use of Information Technology form.
2. **GENERAL OBLIGATIONS OF COUNTY**

   COUNTY agrees to provide the following:

   A. Suitable learning experiences in the care of patients according to stated behavioral objectives.

   Students will pursue singular objectives with eventual perusal of broad objectives all under instructor supervision. Students will have the privilege of consulting with members of medical and paramedical services of the COUNTY on an individual basis or in conference as recommended by the CONTRACTOR's faculty.

   As can be accommodated by COUNTY, this Agreement provides for:

   1. Obstetrics Clinic (High Risk) Experience
      Students will observe care/consultations/procedures. Student may assist with vital signs, specimen collection and urinalysis under the supervision of nursing staff.

   2. Urology Clinic Experience
      Students will observe care/consultations/procedures. Students may observe a cystoscopy, vasectomy and cystrometogram. Student may assist with vital signs, specimen collection and urinalysis under the supervision of nursing staff.

   3. Well Child Clinic (Child Health and Disability Program)
      This is an observation only experience.

   B. COUNTY will strive to maintain a safe work environment for students in COUNTY facilities. The work environment is composed of the physical location, equipment, materials processed or used, and the kinds of task performed in the course of an employee’s work. Every effort will be made to minimize the probability of exposure to occupational illnesses and injuries.

   C. As available, suitable conference room facilities, office space for instructors, storage space for teaching materials, and lockers for students will be provided.

   D. Cooperation and intercommunication between the COUNTY administrative and staff personnel and the CONTRACTOR's staff.

   E. Subject to a scheduled appointment, COUNTY will permit its clinical facilities to be inspected and its personnel to be interviewed by state and national accreditation or review representatives.

   F. Orientation of COUNTY staff and students when pre-arranged by CONTRACTOR'S staff. (Should occur with each major change in staff and students.)

   G. The COUNTY recognizes that the CONTRACTOR'S students will receive first priority in student learning experiences, and that if another institution wishes to use the COUNTY for learning experiences, their priority would be second, and all involved major parties would enter into dialogue to ascertain the feasibility of adding more students to the COUNTY.

   H. The COUNTY recognizes that the CONTRACTOR is responsible for the learning experiences of students, but reserves the right in all problem situations requiring immediate solution, to resolve the situation in favor of the patient, placing the student in the position of an observer, with subsequent clarification to follow between the CONTRACTOR and the COUNTY.

   I. College students enrolled in this instructional program shall not displace any regular paid employee of the COUNTY or cause any COUNTY employee’s hours to be reduced.

   J. CONTRACTOR’s students and instructors shall be permitted use of COUNTY parking and cafeteria facilities.

3. **SUPERVISION OF HEALTH TECHNOLOGY STUDENTS**

   Each Health Technology student shall be subject to the rules, regulations, policies and procedures of the COUNTY and CONTRACTOR which are on file in the respective institutions and available to students. Students not following COUNTY policies may be removed from the COUNTY facilities immediately.

4. **DISCONTINUANCE OF HEALTH TECHNOLOGY STUDENT ASSIGNMENTS**

   CONTRACTOR or COUNTY may, upon notice, discontinue the assignment of any Health Technology students at any time during the period of this Agreement.
EXHIBIT B

There is no Exhibit B.

This page is intentionally not utilized.
EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS
for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or CONTRACTOR's agents or employees or other independent contractors directly responsible to CONTRACTOR; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such
notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. **General and Automobile Liability Insurance:** The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than $1,000,000 per occurrence and $2,000,000 in the aggregate. Any deductible or Self-Insured Retention (SIR) over $10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a ‘claims-made’ form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. **Professional Liability Insurance.** Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than $1,000,000 per occurrence or claim and $2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on ‘claims-made’ form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the
designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR’S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY’S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY’S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR’S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY’s Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY’s risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.
AGREEMENT FOR USE OF CLINICAL FACILITIES

This agreement is made and entered into between:

COTTAGE HEALTH SYSTEM
P.O. BOX 689
SANTA BARBARA, CA 93102

(Hereinafter known as "FACILITY") and

SANTA BARBARA COMMUNITY COLLEGE DISTRICT,
721 CLIFF DRIVE
SANTA BARBARA, CA 93109

(Hereinafter known as "DISTRICT").

WITNESSETH:
WHEREAS the DISTRICT operates Santa Barbara City College, (hereinafter the "COLLEGE"), which provides in its curriculum programs for the education of Health Technology students; and
WHEREAS the above FACILITY including the following entities: Santa Barbara Cottage Hospital, Goleta Valley Cottage Hospital and Cottage Residential Center is willing under certain conditions to allow the DISTRICT to place students enrolled in the Health Technology Program in the FACILITY for relevant educational clinical experience:

- X Associate Degree Nursing (ADN=RN)
- X Vocational Nursing (VN=LVN)
- X Certified Nursing Assistant (CNA)
- X Radiologic Technology
- X Sonography
- X Emergency Medical Technician (EMT)
- Phlebotomy
- Home Health Aid (HHA)

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

1. PERIOD OF AGREEMENT
This agreement shall be effective as of July 1st, 2005, and shall continue through July 31, 2007 provided, however, that this agreement may be terminated by either party upon giving 30 days prior written notice to the other party.

2. GENERAL OBLIGATIONS OF COLLEGE
The COLLEGE agrees to the following:
A. To accept responsibility for the development, organization, and implementation of the Health Technologies curricula under the direction of the Program Directors or Coordinator and the Dean.
B. To accept responsibility for the selection and guidance of learning experiences to meet the objectives of the curricula.
C. To provide the FACILITY with qualified faculty whose purpose is instruction and supervision of students while they are in the FACILITY
D. To furnish copies of class schedules and student rotation in clinical assignments to designated personnel employed by the FACILITY giving sufficient advance notice to allow FACILITY to properly plan for the student rotation.
E. Prior to clinical experience, COLLEGE shall provide to students orientation and training to FACILITY policies and procedures; rules and regulations; and concepts as stipulated in Addendum A. COLLEGE shall maintain records documenting this training. To provide education and training.
AGREEMENT FOR THE USE OF CLINICAL FACILITIES
2000-2005
Page 2

F. Prior to clinical experience all students shall sign FACILITY’S Confidentiality Statement. Prior to clinical experience all students with the exception of EMT students shall sign FACILITY’S Child Abuse Reporting Form and Dependent Adult Abuse Reporting Form. COLLEGE shall be responsible for maintaining these documents in the Students’ records.

G. COLLEGE shall be responsible for ensuring students possess and maintain current status of Basic Life Support (BLS) certification.

H. The COLLEGE and the FACILITY will meet as deemed necessary to discuss the students’ program, any existing problems and evaluation of student learning experiences in the FACILITY.

3. GENERAL OBLIGATIONS OF FACILITY
The FACILITYagrees to provide the following:

A. Suitable learning experiences in the care of patients according to stated behavioral objectives. Opportunity will be provided for students to obtain experience in all educationally relevant phases of patient care dependent on their area of study. Although students will be under the direct supervision of COLLEGE faculty with periodically planned on-site supervision, they will receive the direct supervision of the Facility’s staff when the COLLEGE faculty is not present. Students will pursue singular objectives with eventual pursuit of broad objectives all under instructor supervision. Students will have the privilege of consulting with members of medical and paramedical services of the FACILITY on an individual basis or in conferences as recommended by the faculty.

B. The Administration of the FACILITY, in cooperation with the individual department heads, supervisors, and medical staff strives to ensure that a safe work environment is maintained at all times for students in the FACILITY. Work environment is composed of the physical location, equipment, materials processed or used, and the kinds of tasks performed in the course of an employee’s work. Every effort is made to minimize the probability of exposure to occupational illnesses and injuries.

C. As available, suitable conference room facilities, office space for instructors as available, storage space for teaching materials as available and lockers for students will be available.

D. Access to the professional library and medical records. (The latter must be arranged in advance, utilizing the usual FACILITY protocol.)

E. Cooperation and intercommunication between the FACILITY administrative and staff personnel and the COLLEGE staff.

F. Upon appointment, FACILITY will permit its clinical facilities to be inspected and its personnel to be interviewed by state and national accreditation or review representatives.

G. Orientation of COLLEGE staff and students when pre-arranged by COLLEGE staff.

H. A liaison person or persons to whom the COLLEGE sends all notices, changes, etc. The Facility recognizes that the COLLEGE students will receive first priority in student learning experiences and that if another institution wishes to use the Facility for learning experiences, their priority would be second, and all involved major parties would enter into dialogue to ascertain the feasibility of adding more students to the FACILITY.

J. FACILITY shall, at all times, maintain accountability for the care of patients assigned to students.

K. COLLEGE students enrolled in this instructional program shall not displace any regular paid employee of the FACILITY or cause any FACILITY employee’s hours to be reduced.
4. **USE OF CAFETERIA**
The College Health Technology students and instructors shall be permitted use of the FACILITY cafeteria facilities.

5. **MEDICAL AID**
FACILITY shall provide emergency first aid care for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the clinical experience at the Facility. Facility will direct the student to appropriate health care facility for follow up care. Any costs incurred, will be the sole responsibility of the student.

Any Health Technology student returning from an absence caused by any illness or injury shall be cleared by a physician as monitored by the Health Technology office of the COLLEGE.

6. **CLINICAL EXPERIENCE**
COLLEGE and FACILITY agree that:
A. The schedule for the students’ clinical experience at the FACILITY will be mutually agreed upon between the parties prior to the beginning of each clinical experience.

B. The number of students participating in the clinical experience at the FACILITY at any given time shall be mutually agree upon by the parties prior to the beginning of the clinical experience, and may be modified from time-to-time by mutual agreement upon the request of either party.

C. The selection of patients for student experience by the COLLEGE clinical instructors, shall be made in concurrence with the appropriate clinical manager of the FACILITY.

7. **HEALTH CERTIFICATION OF HEALTH TECHNOLOGY STUDENTS**
The COLLEGE shall require the examination for physical fitness and shall maintain records that the Health Technology students provide proof of current immunization or immunity to rubella, rubella, varicella, Hepatitis B (or declination) and a current PPD or tuberculosis evaluation. Specific requirements for the physical examination, including required immunizations, are detailed in the examination packet provided to admitted students and required to be completed before enrollment in a Health Technology Program. The COLLEGE complies with program health and OSHA requirements and maintains records thereof.

8. **UNIFORMS**
Each Health Technology student and instructor shall wear a uniform and identification pin designated by the COLLEGE except when assigned to services for which the FACILITY requires and furnishes a special uniform.

9. **SUPERVISION OF HEALTH TECHNOLOGY STUDENTS**
Each Health Technology student shall be subject to the rules, regulations, policies and procedures of the FACILITY and the COLLEGE which are on file in the respective institutions and available to students. Students not following FACILITY policies may be removed from the FACILITY immediately.

10. **DISCONTINUANCE OF HEALTH TECHNOLOGY STUDENT ASSIGNMENTS**
The COLLEGE may, for cause and upon notice, discontinue the assignment of any Health Technology students at any time during the period of this agreement. The FACILITY reserves the right to terminate the clinical experience of any student at any time for non-discriminatory reasons.

11. **STATUS OF STUDENTS AND INSTRUCTORS**
Health Technology students shall function under the direction and supervision of instructors of the COLLEGE who shall be licensees for the limited purposes expressed in this agreement. Such Health Technology students and instructors shall not be deemed employees of the
FACILITY for any purpose including but not limited to compensation for services, employee welfare and pension benefits or workers compensation insurance during the hours in which they are assigned to the Health Technology Student Program.

Instructors are hired by the COLLEGE and meet the COLLEGE teaching requirements and the requirements of the appropriate licensing agency. The COLLEGE shall maintain records thereof.

Students will be nominated for enrollment in Health Technology programs through the established COLLEGE process. Such selection shall be made without regard to race, creed, color, gender, handicap, national origin, age, ancestry, sexual orientation, marital status, religious affiliation or non-affiliation, disability, medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer) political affiliation or union membership.

12. EMERGENCY MEDICAL TECHNICIAN
When Emergency Medical Technician students from Santa Barbara City College gain experience in the Emergency Department, it will be limited to observation, taking of vital signs, history taking, and basic physical assessment. Supervision will be provided by Emergency Department staff. The instructor from Santa Barbara City College who is responsible for the Emergency Medical Technician students will coordinate assignments with staff. FACILITY staff will sign a form for each student verifying experience in the Emergency Department.

13. RELATIONSHIP
It is agreed and understood that the parties to this Agreement are independent contractors and that neither is the employee or employer of the other and the employees of one are not the employees of the other.

14. NON-DISCRIMINATION POLICY
The DISTRICT and the COLLEGE, in compliance with California State Regulations, Titles VI and VII of the U.S. Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of race, creed, color, gender, handicap, national origin, age ancestry, sexual orientation, marital status, religious affiliation or non-affiliation, disability, medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer) political affiliation or union membership.

15. RESPONSIBILITY FOR OWN ACTS
Each party shall be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by either party, their employees or representatives, in the performance or omission of any act or responsibility of either party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest.

16. INSURANCE
The COLLEGE agrees to maintain in full force and effect coverage of not less than one million dollars ($1,000,000) for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage of not less than three million ($3,000,000) which protects and insures against any and all liability attributable to the College, its employees,
students, agents, officers, Board Members, and others arising from the activities required or contemplated under this agreement. Proof of the College's insurance coverage shall be provided to Facility. The COLLEGE or its insurer shall provide written notice to the FACILITY at least twenty (20) days prior to any cancellation, termination or change in the insurance coverage referenced in this agreement. In the event that the College fails to maintain such insurance coverage in full force and effect during the term of this Agreement Facility will terminate this agreement concurrently with such failure by COLLEGE.

17. CONFIDENTIALITY OF HOSPITAL RECORDS AND INFORMATION

A. At all times during and after the term of this Agreement and any extension or renewals thereof, all business and patient records, including but not limited to medical records, all books of account, general administrative records and all information generated under or contained in the FACILITY'S management information systems and all list of patients and contracts of any kind or nature shall be and remain the sole property of FACILITY and shall be confidential to the fullest extent permitted by law and COLLEGE shall take all necessary precautions to prevent unauthorized disclosure of such information. Disclosure or dissemination of any such records and/or information shall only be made when expressly permitted by law, including without limitation the California Confidentiality of Medical information Act, the Landerman-Petris-Short Act, the Privacy, Security and Transaction Standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations thereunder, the provisions of the California Health and Safety code relating to HIV, and federal Confidentiality of Alcohol and Drug Abuse Patient COLLEGE disclose any such records or information to any other person. COLLEGE shall be responsible for maintaining confidentiality of such records and/or information and shall comply with all legal requirements relation to the confidentiality of such information. This clause shall survive the termination of this Agreement.

B. FACILITY retains to itself alone, without exception, Responsibility for all patients records and information, whether electronic, hard copy or other media to which COLLEGE has access during the course of their business. This clause shall survive the termination of this Agreement.

18. JURISDICTION

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

19. ASSIGNMENT

Neither party shall assign its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party. Any such attempted assignment shall be null and void.

20. MODIFICATION

This Agreement may be modified or amended without additional consideration at any time in a written agreement signed by both parties which specifically references this Agreement and states an intent to modify it.
21. NOTICES

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

If to the FACILITY

Patrice Ryan
Vice President, Human Resources
Cottage Health System
P.O. Box 689
Santa Barbara, CA 93102

If to the COLLEGE

22. ATTORNEYS' FEES

COLLEGE and FACILITY agree that the prevailing party in any litigation arising out of or related to this Agreement shall be entitled, in addition to any other recovery, an award of reasonable attorneys' fees and costs incurred in connection with such litigation.

23. ENTIRE AGREEMENT

COLLEGE and FACILITY agree that this Agreement constitutes the full and complete understanding in agreement between them, superseding all prior understandings, representations and agreements, and that neither party is relying on any matter not set forth herein.

In witness whereof, the parties hereto have executed this agreement in duplicate by their duly authorized representatives

Cottage Health System
By: __________________________
   Patrice Ryan
Title: Vice President, Human Resources
Date: __________________________

By: __________________________
   Joan Bricher
Title: Senior Vice President, Finance/CFO
Date: __________________________

Santa Barbara Community College District
By: __________________________
   Joseph Sullivan
Title: Vice President, Business Services
Date: __________________________

Santa Barbara City College Board of Trustees Approval date __________________________
HOSPITAL EXPERIENCE AGREEMENT

This Agreement is between Sutter Coast Hospital, a California not-for-profit corporation (hereafter "HOSPITAL") located in Crescent City, California, and Santa Barbara City College (hereafter “SCHOOL”) located at Santa Barbara, and is effective as of 7 (date) 18.

RECITALS

A. HOSPITAL owns and operates a general acute care hospital as well as various outpatient facilities (collectively referred to as “Facilities”).

B. SCHOOL owns and operates HIT Program which is accredited by CAHIM. SCHOOL desires its students to obtain practical experience at HOSPITAL’s Facilities through participation in a hospital program for its HIT students (“Program”).

C. It is to the mutual benefit of the parties to this Agreement that the students of SCHOOL’s Program use such Facilities for their hospital based experience. Hospital based experience refers to both clinical and non-clinical student experiences.

D. To the extent required by law, HOSPITAL retains ultimate responsibility for patient care and services.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

A. Both parties before the beginning of the training shall agree upon the period of time for each student’s hospital experience.

B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.

2. SCHOOL’S RESPONSIBILITIES

A. Student Profile. SCHOOL shall complete and send to HOSPITAL a profile for each student enrolled in the Program which shall include the student’s name, address and telephone number prior to the beginning of the planned hospital experience.

B. Schedule of Assignments. SCHOOL shall notify the HOSPITAL of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of hospital experience prior to the planned hospital experience.
C. **Program Coordinator.** SCHOOL shall designate a faculty member to coordinate with a designee of HOSPITAL in the planning of the Program to be provided students.

D. **Records.** SCHOOL shall maintain all personnel and academic records of the students.

E. **Rules and Regulations.** SCHOOL shall enforce rules and regulations governing the students that are mutually agreed upon by SCHOOL and HOSPITAL.

F. **Supervision.** SCHOOL shall supervise all instruction and clinical/non-clinical experiences for students given at the HOSPITAL.

G. **Health Policy.** SCHOOL shall provide HOSPITAL, prior to a student’s arrival at the HOSPITAL, with proof of immunity consistent with HOSPITAL employee health policy and notify the HOSPITAL if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of HOSPITAL would be placed at risk if treated by a particular student, HOSPITAL reserves the right to refuse to allow such student to participate in experiences at HOSPITAL.

H. **Student Responsibilities.** SCHOOL shall notify the students that they are responsible for:

1) Following the clinical and administrative policies, procedures, rules and regulations of HOSPITAL.

2) Arranging for their own transportation and living arrangements when not provided by SCHOOL.

3) Arranging for and assuming the cost of their own health insurance.

4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.

5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the hospital experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.

6) Following dress code of the HOSPITAL and wearing name badges identifying themselves as students.

7) Attending an orientation of HOSPITAL facilities provided by their instructors. Precepted students shall receive an orientation from the HOSPITAL.

8) Providing services to the Hospital’s patients under the direct supervision of a faculty provided by SCHOOL or Hospital-provided preceptors.
I. **Payroll Taxes and Withholdings.** SCHOOL shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of SCHOOL providing services under this Agreement. SCHOOL shall defend, indemnify, and hold HOSPITAL harmless from all liability and responsibilities therefor.

J. **Backgrounds.** SCHOOL shall provide proof of a lawful background check performed by a reputable company, which shall include at a minimum: a county criminal search in each county where the student has lived or worked; and a sanction search of the Office of Inspector General, the General Services Administration, or other federal agency for listing as debarred, excluded or otherwise ineligible for federal program participation.

3. **HOSPITAL'S RESPONSIBILITIES**

   A. **Experience.** HOSPITAL shall accept from SCHOOL the mutually agreed upon number of students enrolled in the Program, and shall provide these students with supervised and appropriate hospital experience.

   B. **HOSPITAL Responsibility.** HOSPITAL shall retain ultimate responsibility for patient care and services. HOSPITAL shall provide staff of adequate number and quality so as to insure the safe and continuous health care services of the patients.

   C. **Accreditation.** Upon request, HOSPITAL shall permit the appropriate accreditation agency to make site visits to the facility to verify the instructional and clinical/non-clinical experience of the SCHOOL's students.

   D. **HOSPITAL Designee.** HOSPITAL shall designate a member of HOSPITAL's staff to participate with the designee of SCHOOL in planning, implementing and coordinating the training Program.

   E. **Access to Facilities.** HOSPITAL shall permit students enrolled in the Program access to HOSPITAL facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of HOSPITAL. Facilities include space for clinical conferences and access to HOSPITAL's Medical Library.

   F. **Withdrawal of Students.** HOSPITAL may request SCHOOL to withdraw from the Program any student whom HOSPITAL determines is not performing satisfactorily, or who refuses to follow HOSPITAL's administrative policies, procedures, rules and/or regulations. Such request must be in writing and must include a statement as to the reason(s) why HOSPITAL desires to have the student withdrawn. SCHOOL shall comply with this request within five (5) days of receipt of same. HOSPITAL reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.

   G. **Emergency Health Care/First Aid.** HOSPITAL shall, on any day when student is receiving training at its Facilities, provide to student necessary emergency health care or first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, HOSPITAL shall have no obligation to furnish
medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.

H. Training Capacity. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by HOSPITAL.

I. Supervision. In situations of single preceptorships/internships, HOSPITAL shall assume daily supervision of student.

4. NON-DISCRIMINATION

The parties agree that all students participating in clinical and non-clinical hospital experiences pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law or agency policy.

5. STATUS OF SCHOOL AND HOSPITAL

It is expressly agreed and understood by SCHOOL and HOSPITAL that students under this Program are in attendance for educational purposes, and such students are not considered employees of HOSPITAL for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers’ compensation insurance.

6. INDEMNIFICATION

A. SCHOOL agrees to indemnify, defend and hold harmless, HOSPITAL and its affiliates, parents and subsidiaries, and any of their respective directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees, arising out of or resulting from negligent or intentional acts or omissions of the SCHOOL, its officers, employees, agents or its students.

B. HOSPITAL agrees to indemnify, defend and hold harmless SCHOOL, its officers, agents, and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees, arising out of or resulting from negligent or intentional acts or omissions of the HOSPITAL, its agents or its employees.

7. INSURANCE

A. The SCHOOL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and HOSPITAL against liability arising from or incident to the use and operation of the HOSPITAL by the SCHOOL’s students and naming HOSPITAL as an additional insured.
B. Coverage under such insurance shall be not less than One Million Dollars ($1,000,000) for each occurrence and Three Million Dollars ($3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.

C. The SCHOOL shall also maintain and provide evidence of workers’ compensation and disability coverage as required by law. In the event SCHOOL does not carry workers’ compensation insurance on the students, SCHOOL shall maintain and provide evidence of student accident insurance on each student with benefits that are no less than $10,000.

D. The SCHOOL shall provide HOSPITAL with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the HOSPITAL of the cancellation of such insurance. The SCHOOL shall promptly notify the HOSPITAL of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter.

B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party’s agreeing to such a renewal prior to the expiration of the then current term of the Agreement.

C. Termination.

1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.

2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given, unless such completion would cause an undue financial hardship on the HOSPITAL or the unit in which student is assigned is ceases to operate.

9. GENERAL PROVISIONS

A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
B. **Assignment.** Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party’s prior written consent. Any purported assignment in violation of this Section shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and assigns, except as otherwise provided in this Agreement.

C. **Arbitration.** The parties agree to meet and confer to resolve any dispute arising out of the interpretation or performance of this agreement. If such dispute cannot be resolved, the parties shall submit the matter to a mediator selected by the parties. If the parties cannot agree upon a mediator, or if the dispute cannot be resolved following mediation, the dispute shall be submitted to binding arbitration according to the procedures for arbitration of the American Health Lawyers Association or such other organization as the parties mutually agree. The arbitration shall take place in the county where *HOSPITAL* is located.

D. **Attorney’s Fees.** In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney’s fees, in addition to such other relief as the court or arbitrator may deem appropriate.

E. **Captions.** Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

F. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

G. **Entire Agreement.** This Agreement, including all Attachments (which are hereby incorporated into this Agreement by this reference), is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

H. **Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control or either party. However, both parties shall make good faith efforts to perform under this Agreement in the even of any such circumstances.

I. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
J. **Notices.** Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *HOSPITAL*:
   
   Director of Education

2. Notice to the *SCHOOL*

K. **Remedies.** The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

L. **Severability.** The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

M. **Waiver of Provisions.** Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

N. **Compliance with Law and Regulatory Agencies.** *HOSPITAL* and *SCHOOL* shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *HOSPITAL*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payors whose members/beneficiaries receive care from Hospital. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. *SCHOOL* shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations; bylaws and rules and regulations, and policies and procedures of *HOSPITAL* its Medical Staff and Medical Staff departments; and the rules regarding services provided to patients covered by Medicare and/or Medi-Cal.

O. **No Referrals.** Nothing in this Agreement is intended to obligate and shall not obligate any party to this Agreement to refer patients to any other party.
P. **No Third Party Beneficiaries.** Unless otherwise set forth herein, nothing contained herein is intended nor shall be construed to create rights running to the benefit of third parties.

Q. **Confidentiality.** All parties shall protect the confidentiality of each other’s records and information, and shall not disclose confidential information without the prior written consent of the other party. All patient records, reports and information obtained, generated or encountered relating to the training shall at all times be and remain the property of HOSPITAL. SCHOOL shall warrant to HOSPITAL that each student has received appropriate training in the student’s duty to maintain the confidentiality of patient and HOSPITAL proprietary information at all times, and to comply with all federal and California laws relating to the privacy of individually identifiable health information. Such laws include, without limitation, the Health Insurance Portability and Accountability Act of 1996, and its attendant regulations, as amended from time to time (“HIPAA”), and the California Confidentiality of Medical Information Act. HOSPITAL reserves the right to provide appropriate confidentiality training to the students, and to designate the students as members of HOSPITAL’s workforce, as defined by HIPAA. Since HOSPITAL patient information may be shared with SCHOOL during the course of the Program, SCHOOL shall be deemed the Business Associate (as defined by HIPAA) of HOSPITAL, and SCHOOL hereby agrees to the terms set forth in Attachment A to this Agreement.

10. **EXECUTION**

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

**HOSPITAL**

By: [Signature]
Title: [Title]
Date: [Date]

**SCHOOL**

By: [Signature]
Title: [Title]
Date: [Date]
ATTACHMENT A

BUSINESS ASSOCIATE AGREEMENT

HOSPITAL and SCHOOL hereby enter into this Business Associate Agreement.

1. Protected Health Information. SCHOOL agrees that it shall keep confidential all individually identifiable health information protected under California and federal law, including, but not limited to, Protected Health Information as defined in 45 C.F.R. §164.501, that SCHOOL receives from HOSPITAL, or creates or receives on behalf of HOSPITAL (hereafter "PHI").

2. Obligations of SCHOOL. SCHOOL shall limit its use and disclosure of the PHI to the specific purposes of this Agreement, and agrees to the following, without limiting the foregoing:

   A. Use of PHI: SCHOOL and its respective agents, employees and subcontractors are authorized to use or disclose PHI only as necessary or appropriate to their obligations under this Agreement. SCHOOL agrees that it, and its agents, employees and subcontractors, shall:
      1. Not use or disclose PHI in a manner that would violate applicable law regarding the confidentiality of PHI; and
      2. To the extent feasible, minimize any viewing of PHI while performing obligations under this Agreement.

   B. Safeguards: SCHOOL shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement.

   C. Reporting: SCHOOL shall promptly report to the designated person at the HOSPITAL any use or disclosure of PHI by SCHOOL or its agents that is not authorized under this Agreement.

   D. Disclosure of PHI: SCHOOL represents and warrants that it shall not disclose PHI to any member of its workforce, or to any of its agents or subcontractors, unless such person has a need to know the PHI. SCHOOL shall also ensure that the requirements of this Agreement are incorporated into each agreement with any agent or subcontractor to whom SCHOOL discloses PHI, and that each such agent and/or subcontractor shall agree to be bound in writing to the same terms and conditions that apply to SCHOOL with respect to PHI.

   E. Access to PHI: Upon the request by HOSPITAL, SCHOOL shall promptly permit any individual whose PHI is maintained by SCHOOL as part of HOSPITAL’s designated record set to have access to and to copy his/her PHI in the format requested unless it is not readily producible in such format, in which case it shall be produced in hard copy format, in accordance with 45 C.F.R. §164.524.

   F. Amendment of PHI: SCHOOL shall amend PHI and/or make PHI available to HOSPITAL for amendment, provided such PHI is part of the HOSPITAL’s designated record set, in such manner as HOSPITAL may from time to time request, in accordance with 45 C.F.R. §164.526.
G. **Accounting of Disclosures of PHI:** *SCHOOL* shall make all disclosures of PHI available to provide an accounting, provided such PHI is part of the *HOSPITAL*’s designated record set, in accordance with 45 C.F.R. §164.528. *SCHOOL* shall provide the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. *SCHOOL* shall make such record available to *HOSPITAL* on request pursuant to a request for an accounting by an individual.

H. **Disclosure to U.S. Department of Health and Human Services:** *SCHOOL* shall make its internal practices, books, and records relating to the use and disclosure of PHI, as defined under this Agreement, available to the Secretary of the United States Department of Health and Human Services (“Secretary”), or the Secretary’s designee, for purposes of determining the *HOSPITAL*’s compliance with the applicable laws and regulations.

I. **Mitigation Procedures:** *SCHOOL* agrees to mitigate, to the extent practicable, any harmful effect that is known to *SCHOOL* of a use or disclosure of PHI in violation of this Agreement.

3. **Permitted Uses and Disclosures of PHI.**

   A. **Management and Administration:** *SCHOOL* and its respective agents, employees and subcontractors are authorized to use or disclose PHI for *SCHOOL*’s own proper management and administration, and to fulfill any of *SCHOOL*’s legal responsibilities; provided, however, that the disclosures are required by law or *SCHOOL* has received from any third party recipient of PHI written assurances that (i) the PHI will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party, and (ii) the third party will notify *SCHOOL* of any instances if which the third party becomes aware that the confidentiality of the PHI has been breached.

   B. **Data Aggregation:** *SCHOOL* may engage in “data aggregation” services, as that term is defined by HIPAA.

   C. **De-Identified Information:** *SCHOOL* may de-identify any PHI that it creates or receives pursuant to this Agreement, provided that any such de-identification is in accordance with the provisions of HIPAA.

4. **Obligations of *HOSPITAL*.**

   A. **Notice of Privacy Practices:** *HOSPITAL* shall include in its Notice of Privacy Practices that *HOSPITAL* may use or disclose PHI for healthcare operations purposes.

   B. **Authorizations:** *HOSPITAL* shall obtain from individuals any applicable consents, authorizations and other permissions necessary or required by law for *HOSPITAL* and *SCHOOL* to fulfill their obligations under this Agreement.

   C. **Restrictions:** *HOSPITAL* shall promptly notify *SCHOOL* in writing of any restrictions in the use or disclosure of PHI about individuals that *HOSPITAL* has agreed to that may affect *SCHOOL*’s ability to perform its obligations under this Agreement.
D. Revocations: HOSPITAL shall promptly notify SCHOOL in writing of any changes in, or revocation of, permission by an individual relating to the use or disclosure of PHI, if such changes or revocation may affect SCHOOL's ability to perform its obligations under this Agreement.

5. Termination.

A. Breach: Without limiting the rights of the parties under this Agreement, if SCHOOL breaches its obligations under this Agreement, SCHOOL agrees that HOSPITAL may, at HOSPITAL's option:

   i) Provide SCHOOL an opportunity to cure the breach within thirty (30) days.

   ii) Terminate this Agreement, if cure is not possible within thirty (30) days.

   iii) If termination is not feasible, report this breach to the Secretary.

B. Automatic Termination: This Agreement shall automatically terminate upon the mutual agreement of the parties.

C. Procedure upon Termination: Upon termination of this Agreement, SCHOOL shall return or destroy, at HOSPITAL's option, all PHI that it maintains in any form, and shall retain no copies of PHI, if feasible. SCHOOL shall certify to HOSPITAL that SCHOOL has destroyed and/or returned all PHI, in accordance with HOSPITAL's request. If the parties agree that the return or destruction of PHI is not feasible, SCHOOL shall continue to extend the protections of this Agreement to the PHI, and limit further use of the PHI to those purposes that make the return or destruction of the PHI infeasible. This obligation on SCHOOL shall survive any termination of this Agreement.

6. Amendment: The parties agree to take such action as is necessary to amend this Business Associate Agreement for HOSPITAL to comply with HIPAA or other applicable law. The parties agree that this Business Associate Agreement may only be modified by mutual written amendment, signed by both parties, effective on the date set forth in the amendment.

7. Governing Law: Notwithstanding any other provision to the contrary, this Business Associate Agreement shall be governed and construed in accordance with the laws of the State of California.
Dermalogica Authorized Account Agreement

United States of America

If an application is accepted, the following Agreement governs a skin treatment facility’s status as a Dermalogica authorized account ("Authorized Account" or "Account") and its ability to purchase and sell Dermalogica products. This Agreement does not include the right or authorization to sell or market Dermalogica products via the Internet or the World Wide Web. This Agreement applies only to accounts in the United States of America and its territories; international accounts are governed by separate agreements.

1. An Authorized Account must maintain, at all times, at least one Treatment Room which must have four walls with a door and be a minimum of 8' x 9' (72 square feet) in area. Treatment Room(s) must be properly equipped for facial skin and body treatment services only and maintained in a clean and sanitary condition. No shampoo bowls or styling chairs shall be allowed in the Treatment Room. A minimum of 60% of Dermalogica’s professional product range must be stocked and used for professional treatments.

2. An Authorized Account must have, at all times, at least one licensed skin therapist employed on a full-time basis to provide dedicated professional skin treatments and services using Dermalogica products in the Treatment Room.

3. If an Authorized Account is left with no licensed skin therapist as required by this Agreement, it must report this circumstance to Dermalogica, in writing, within fifteen (15) days. Within thirty (30) days, the Account must employ a replacement licensed skin therapist and become fully compliant with all terms of this Agreement.

4. An Authorized Account must offer professional skin treatments and services during at least 70% of its business hours. As Dermalogica may from time to time provide referrals of skin treatment customers, an Account must communicate with each customer in a professional manner and reasonably accept all appointments during business hours.

5. An Authorized Account must be licensed or certified by all applicable boards of cosmetology or equivalent state agency and meet all governmental requirements for supplying skin treatments and services and selling retail products.

6. Dermalogica products must be used only for professional skin treatments and related retail sales at the Authorized Account’s physical location. An Account may not obtain Dermalogica products from any source other than Dermalogica (or a distributor expressly authorized by Dermalogica) and may only sell Dermalogica products to end-user consumers who purchase and use the products for their personal use. An Account may not transfer or sell any Dermalogica products to any re-distributor, reseller, web site operator (including, but not limited to on-line auction or consignment sites), or retailer and may not sell or transfer Dermalogica products outside the boundaries of the United States of America. An Account must take reasonable steps to prevent its employees, independent contractors, and representatives from re-selling, distributing, or transferring Dermalogica products.

7. Each order placed by an Authorized Account must be shipped and billed only to the premises containing its Treatment Room.

8. An Authorized Account must purchase an opening order of Dermalogica Professional and Retail Products appropriately representing the range of Dermalogica products (the "Opening Order") and must purchase and maintain at least one complete Tester Unit with product brochures for the Dermalogica line of products, to be prominently and professionally displayed on the premises.

9. Opening Orders must be paid by credit card (VISA, MasterCard, American Express, Discover), cashier's check, or money order. After the Opening Order, and provided an Account is in good standing, future orders may be made C.O.D. with company checks accepted.

10. Each of the Authorized Account's skin therapists must attend Dermalogica's Innovative Product Technology (Retail and Professional), The Face Treatment and Face Mapping® classes (or Dermalogica's current versions of such classes) within 60 days of shipment of the Opening Order and all later hired therapists must attend these classes within 60 days of employment. Additional staff members may, and should attend the Innovative Product Technology - Retail class. If an Account is not within reasonable traveling distance of an International Dermal Institute Education Center, and at Dermalogica's sole and absolute discretion, these requirements may be met by attending an off-site Education On Tour, receiving on-site Product Knowledge instruction from a visiting Educator or Business Consultant, and/or completing Dermalogica's current Innovative Product Technology Certification Exam ("The Test") or
its equivalent.

11. An Authorized Account shall not sell Dermalogica Professional Products as such products are not manufactured or labeled for resale and must be used or applied only by properly trained skin therapists. All Professional Product orders are charged applicable sales tax. Retail products that are sold to Accounts without sales tax require the Account to provide Dermalogica with a valid Resale Tax Certificate or an equivalent document acceptable to Dermalogica.

12. On an ongoing basis, an Authorized Account's owners, skin therapists, and sales staff must complete a Dermalogica Retail and/or Professional Product education class taught by an authorized Dermalogica Trainer, according to a pre-arranged retraining schedule or, at minimum, every six months or twice each calendar year.

13. An Authorized Account must ensure that it and all of its employees or representatives use and recommend Dermalogica products in a responsible manner and in accord with Dermalogica's current product training. An Authorized Account shall hold harmless, defend, and indemnify Dermalogica against any claim arising from improper or negligent use, application, recommendation, or dissemination of Dermalogica products.

14. At all times, an Authorized Account must stock and use Dermalogica Professional Products in each Treatment Room and stock Dermalogica Retail Products commensurate with the greater of its Opening Order or the size and status of its facility.

15. An Authorized Account must display Dermalogica Retail Products in a manner consistent with Dermalogica provided minimum presentation standards and adequately exemplify Dermalogica's position as the leading American professional skin treatment line.

16. Dermalogica's Training Manual and other materials are copyrighted and must be used for education and reference purposes only. Such materials may not be sold, copied, or distributed in any manner without the express, advance written permission of Dermalogica.

17. An Authorized Account must prominently post a menu listing the description and cost of each professional treatment and skin treatment service offered to its professional and retail customers.

18. To maintain Dermalogica's brand image and a consistent consumer marketing strategy, Dermalogica reserves the right to terminate any Authorized Account, or refuse to deal with anyone that fails to comply with Dermalogica's suggested minimum retail prices (the "SMRP"). This term is unilateral and Dermalogica does not seek, nor will it accept, any agreement concerning compliance. Dermalogica representatives are prohibited from discussing the SMRP or any pricing policies and are further prohibited from seeking or accepting any assurances concerning these matters. Any and all questions concerning the SMRP or pricing policies must be delivered to Dermalogica, in writing, pursuant to paragraph 32 of this Agreement.

19. An Authorized Account is required to provide customers with a 100% satisfaction guarantee on Dermalogica products. Should a customer have any complaint concerning a Dermalogica product, the customer shall be allowed to return the product for a full refund or exchange. Dermalogica will replace customer returned products for an Authorized Account in accordance with Dermalogica's return policy. This paragraph does not apply to professional products or other products that are not sold to consumers.

20. Credits and benefits accrued under Dermalogica support and benefit programs are only available to an Authorized Account in good standing, which shall include on-time payments, and are non-transferable.

21. Without acceptance of and full compliance with Dermalogica's current Website Policy, an Authorized Account may not: (i) sell, market or distribute Dermalogica Products, or (ii) use, post, or depict Dermalogica's or The International Dermal Institute's products, names, trademarks, logos, materials, or likenesses, or any of their derivatives (together, "Dermalogica Materials") on the Internet or the World Wide Web. The current Website Policy may be found at http://www.dermalogica.com or other locations as may be designated from time to time by Dermalogica. In its sole and absolute discretion, Dermalogica reserves the right to revoke, rescind, or restrict use of Dermalogica Materials or sale of Dermalogica Products on the Internet or World Wide Web.

22. Dermalogica reserves the right, in its sole and absolute discretion, to change its products, packaging, labeling, promotional/rebate programs and materials, prices, terms of sale, and any and all terms of this Agreement. An Authorized Account shall be bound by any amendments, revisions, supplements, or addendums to this Agreement or its terms.
23. An Authorized Account may not, in any form or manner, modify, change, dilute, or alter Dermalogica products or their contents, packaging, designs, or labelling. An Account may not, in any form or manner, modify, change, or alter Dermalogica or The International Dermal Institute related names, trademarks, logos, or advertising or promotional materials.

24. All use of Dermalogica's or The International Dermal Institute's names, trademarks, copyrighted or proprietary materials, intellectual property, or logos, in any form or for any purpose, in any traditional or electronic media, advertising, telephone directory, or other format, now existing or developed in the future, is by limited, revocable license pursuant to the terms of this Agreement and must be in full compliance with Dermalogica's advertising/marketing guidelines (as they may be changed from time to time) and must not detract from or negatively impact Dermalogica's brand image or reputation.

25. An Authorized Account must provide to Dermalogica, on reasonable notice, access to all of its premises and its books, records, and documents sufficient to, in Dermalogica's judgment, verify compliance with this Agreement. This access shall include, but is not limited to, presentation of all original licenses, registrations, or other documents.

26. An Authorized Account may not assign or transfer this Agreement. Any ownership or location change must be reported, in writing, to Dermalogica within ten (10) days of such change. Dermalogica reserves the right, in its sole and absolute discretion, to terminate an Account under such circumstances or to require reapplication. Any change in an Account's "Ship-To" address is a location change. This Agreement is freely assignable by Dermalogica, without notice.

27. Dermalogica may, in its sole and absolute discretion, suspend or terminate Authorized Account status or decline to sell or ship Dermalogica products if Dermalogica determines, in its sole and absolute discretion, that the Account has breached this Agreement or is not otherwise in good standing. Grounds for suspension or termination may include, but are not limited to: (i) breach, deviation from, or non-compliance with any term of this Agreement or Dermalogica's Website Policy and any revisions or amendments to these documents as may be made; (ii) failure to make prompt payment, refusal of shipments, or tendering inadequate or insufficient payment; (iii) actual or attempted infringement on Dermalogica's or The International Dermal Institute's intellectual property rights; (iv) voluntary or involuntary bankruptcy, assignment for the benefit of creditors, insolvency, or suspension of an Account's business; (v) customer complaints; (vi) illegal or unethical conduct; (vii) diversion or improper sale of Dermalogica products, and (viii) any action that damages or may damage Dermalogica's or The International Dermal Institute's name, reputation or products. Suspension or termination does not relieve an Account of responsibility to pay for ordered products or to meet its other obligations to Dermalogica.

28. Upon termination of this Agreement, an Authorized Account must: (i) immediately cease all sale, promotion, or advertising of Dermalogica products, (ii) immediately return to Dermalogica all documentation, manuals, educational materials, and advertising/promotional materials, (iii) immediately cease all use of the Dermalogica name and trademarks, and (iv) allow a Dermalogica representative to inspect its premises to ensure compliance with these terms. Dermalogica will purchase all good and readily saleable Dermalogica products from the terminated Account, at prices not in excess of the net purchase price of such goods from Dermalogica.

29. The laws of the State of California will solely and exclusively govern all matters pertaining to this Agreement and any dispute between Dermalogica and an Authorized Account. The sole and exclusive jurisdiction and venue for any and all disputes concerning this Agreement or with Dermalogica shall be in the County of Los Angeles, California. Any objections to such venue are hereby waived.

30. Dermalogica's failure at any time to insist on strict performance of any term of this Agreement shall not be deemed a waiver of any other term or of the right to insist on strict performance of any term at a later time.

31. This Agreement and Dermalogica's Website Policy constitute the entire understanding between Dermalogica and the Authorized Account concerning the subject matter of these agreements. All prior agreements or understandings, whether in writing or oral, are superseded or cancelled. This Agreement shall not be modified, revised, amended or superseded except by a further writing prepared by Dermalogica and signed by an authorized Dermalogica corporate representative, which may occur at Dermalogica's sole and absolute discretion, without prior notice. However, the requirement of a separate, signed writing does not apply to the Website Policy, which may be changed by Dermalogica posting changes on its Website or by other means of communication authorized by Dermalogica.
32. Any notice required under this Agreement or otherwise shall be given in writing to an Authorized Account pursuant to the information listed below. Any notice to Dermalogica shall be addressed as follows: Dermalogica, Inc., Attn: Sales Administration, 1001 Knox Street, Torrance, CA 90502. Notice shall be delivered in a manner reasonably calculated to adequately insure receipt.

33. By signing this Agreement, the undersigned guarantees the on-time payment of all amounts due to Dermalogica and shall abide and adhere to all terms and conditions of this Agreement as they may from time to time change.

[Signature]

[Name]

[Location:]

[SANTA BARBARA CITY COLLEGE]

[Business Name]

[721 CLIFF DRIVE]

[Address]

[SANTA BARBARA, CA 93109-2394]

[City] [State] [Zip Code]

[Telephone: 805-965-0581]

[Date: JULY 29, 2005]

[Fax: 805-963-7222]

[E-mail: ________________________]

[Web site: ________________________]

Dermalogica reserves the right, in its sole and absolute discretion, to decline an application for Authorized Account status. Authorized Account status, and the ability to order Dermalogica products, does not exist until and unless this Agreement is accepted by Dermalogica as indicated below, effective the date below.

[Name: ________________________]

[Date: ________________________]

[Title: ________________________]

Rev. 0405
## AUDIO VISUAL EQUIPMENT, BID #602

NR = non-responsive

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<th>Troxell Bid Discount</th>
<th>Valiant Bid Discount</th>
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### Lowest Bids in Bold

#### Totals for Low Bids

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### Evaluation (Part XIV)

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Date: August 3, 2005

To: Kent Richards
Rob Morales
Kara Ramirez

From: Tom Zeiher

Subject: RFP Response

After carefully reviewing the proposals from the five vendors for consideration, I am ready to recommend that Troxell be awarded the three-year contract for purchases between September 1st, 2005 and September 1st, 2008. My decision is based upon the following criteria that was included in the proposal:

XIV. CRITERIA FOR EVALUATION OF PROPOSALS

A. Quality of response to proposal (clarity, completeness, etc.) 10%
B. Quality of the proposed equipment. 10%
C. Competency, responsibility and past performance of vendor. 20%
D. Quality of support, warranty and purchase/installation arrangements. 30%
E. Overall costs. 30%

Additionally, the cost breakdown will be outlined in a separate spreadsheet included.

Several Points to consider:

1. Troxell was the only vendor to give pricing on all specific models I requested.
2. I consider AVP, Valient and Comp View to be overall non-responsive to this proposal, since none of the three broke even 50% on evaluation criteria.
3. Troxell and AGS had the highest percentages of all 5 (95 and 80 respectively).
4. Troxell has a sterling past record in all 5 categories of criteria.

My recommendation is for Troxell to be awarded the contract, and for us to include Audio Graphic Systems when we send out for multiple bids.

TZ

cc: Phil Carter
CHANGE ORDER NO. 3

Project: Santa Barbara City College
Sports Pavilion Addition and Remodel
DSA #A-03-107289, File #42-C2
PMSM Project No. 96019.07

Date: 2 August 2005

The scope of work will be modified only as herein specifically set forth and in all other respects remains unaltered.

Item #1: Add a detail for one-hour rated non-load bearing wall at existing slab. Refer to attached change drawing A908 A1 dated 1/21/05.

Reason: New detail at existing slabs.

Back-up A. J. Diani Construction’s quote (CP #027) dated 7/11/05 (1 sheet)
Bulletin No. 2, Item 1, dated 1/24/05.
Change Drawing No. A908 A1 dated 1/21/05 (1 sheet, 8-1/2” x 11”)

Change in Contract Sum for this item: Increased $1,101.00
Change in Contract Time for this item: Unchanged

Item #2: A) Panel TH, its feeder and its circuit breaker were deleted.
Panel TT is now fed off of Panel TJ.
Panel TJ is now fed with a 200 amp feeder.
Panel PT is increased to 400 amps.
All heat pumps have been connected to Panel PT.
A new 75 KVA transformer has been added to feed Panel TJ.

B) Contractor shall order units with a voltage of 460-3-60. 10KW electric strip heat is still required per plans. See attached cut sheet with electrical data.

Reason: A) Unknown site conditions
B) Revisions required due to new electrical panel design
Back-up Verbal Notice to Proceed on 7/20/05
A. J. Diani Construction's quote (CP #008R2) dated 7/14/05 (1 sheet)
Bulletin No. 3, Items 1 & 2, dated 3/21/05

Change Drawings No:

- Change in Contract Sum for this item: Increased $10,093.00
- Change in Contract Time for this item: Unchanged

**Item #3:** Credit for substitution of the carpet from Interface to Shaw.

**Reason:** Requested by Owner.

Back-up A. J. Diani Construction's quote (CP #025) dated 7/12/05 (1 sheet)

- Change in Contract Sum for this item: Decreased <$936.00>
- Change in Contract Time for this item: Unchanged

**Item #4:** Eliminate remodel of the tall retaining wall on the north side of the weight room addition.

**Reason:** Requested by Owner.

Back-up Verbal Notice to Proceed on 7/20/05
A. J. Diani Construction's quote dated 6/30/05 (1 sheet)
(any drawings?)

- Change in Contract Sum for this item: Decreased <$70,894.00>
- Change in Contract Time for this item: Unchanged

**Item #5:**
A) Provide suspended ceiling in Coaches' Office instead of plaster ceiling. See attached Change Drawing No. A201Δ1 for revised room material callout. See attached Change Drawing No. A601Δ1 showing 2x4 suspended ceiling.
B) Wall for the human performance wall is a 6: stud wall and not a one-hour rated wall as shown previously. See attached Change Drawing No. A203Δ2.
C) Revised area of glazing in door EE. See attached Change Drawing No. A208Δ1.
D) Revise window size from 1'-8" x 5'-0" to 2'-0" x 4'-6". See attached Change Drawing No. A209Δ1.

**Reason:**
A) Unknown site conditions
B) Incorrect hatch shown on drawings.
C) Area correction based on code requirements for a 20-minute rated door.
D) Size revised to meet code requirements for 1-hr rated walls.

Back-up Verbal Notice to Proceed on 7/27/05
A. J. Diani Construction's quote (CP #010) dated 6/20/05 (1 sheet)
Bulletin No. 3, Items 3-6 dated 3/21/05

- Change Drawing No. A201Δ1 dated 3/21/05 (1 sheet, 8-1/2" x 11"")
- Change Drawing No. A601Δ1 dated 3/21/05 (1 sheet, 8-1/2" x 11"")
- Change Drawing No. A203Δ2 dated 3/21/05 (1 sheet, 8-1/2" x 11"")
- Change Drawing No. A208Δ1 dated 3/21/05 (1 sheet, 8-1/2" x 11"")

**PMSM #96019.0712**

**Change Order No. 3**

*2020 ALAMEDA PADRE SIERRA, SUITE 220 SANTA BARBARA, CA 93103 TEL 805-963-1955 FAX 805-966*

SANTA BARBARA, CA • PASO ROBLES, CA • SANTA MARIA, CA
Change Drawing No. A209 △1 dated 3/21/05 (1 sheet, 8-1/2" x 11")
Change in Contract Sum for this item: Increased $ 3,239.00
Change in Contract Time for this item: Unchanged

**Item #6:** Revise concealed projection screen detail. See attached Change Drawing No. A903 △1.

Reason: To facilitate easy construction.

**Back-up** A. J. Diani Construction’s quote (CP #017) dated 6/21/05 (1 sheet)
Change in Contract Sum for this item: Increased $ 1,732.00
Change in Contract Time for this item: Unchanged 0 days

**Item #7:** Provide insulation above the wood ceiling in the weight room.

Reason: Not part of original contract.

**Back-up** A. J. Diani Construction’s quote (CP #012) dated 5/5/05 (1 sheet)
Change in Contract Sum for this item: Increased $ 1,135.00
Change in Contract Time for this item: Unchanged 0 days

**Item #8:** At new exterior concrete walls provide chamfered edges to match existing concrete walls.

Reason: Requested by Owner.

**Back-up** Verbal Notice to Proceed on 5/27/05
A. J. Diani Construction’s quote (CP #15) dated 5/27/05 (1 sheet)
Change in Contract Sum for this item: Unchanged $ 0.00
Change in Contract Time for this item: Unchanged

**Item #9:** Revise caisson splice bars to allow removal of the forming sleeve from the caissons.

Reason: Requested by Structural Engineer.

**Back-up** A. J. Diani Construction’s quote (CP #022) dated 6/21/05 (1 sheet)
Change in Contract Sum for this item: Increased $ 2,999.00
Change in Contract Time for this item: Unchanged

**Item #10:** Revise column base at grid line 8 and A.

Reason: To align the column on grid line 8 and A with column on grid line 8 and B.

**Back-up** Verbal Notice to Proceed on 7/27/05.
Change in Contract Sum for this item: Unchanged $ 0.00
Change in Contract Time for this item: Unchanged
Original Contract Sum: $6,315,000.00
Contract Sum prior to this Change Order: 6,293,116.06
Contract Sum is decreased by this Change Order by: < $ 51,531.00>
New Contract Amount: $6,241,585.06

Original Substantial Completion date: 19 June 2006
Completion date prior to this CO: 25 June 2006
New Substantial Completion date will be: 25 June 2006

Contractor and Owner acknowledge that the change in Contract Sum and Contract Time set forth above constitute the complete compensation and time extension for this change in the work including, but not limited to, Contractor's field and office overhead, profit and supervision and Owner's project expenses, inspection and administration costs.

Accepted by: Authorized by:
A. J. DIAM CONSTRUCTION SANTA BARBARA CITY COLLEGE

Agreed to by: Agreed to by:
PHILLIPS METSCH SWEENEY MOORE DIVISION OF THE STATE ARCHITECT
ARCHITECTS
August 5, 2005

Alexander Pittmon
Santa Barbara Community College District
721 Cliff Drive
Santa Barbara, CA 93106

Ref: Modular Buildings

Dear Mr. Pittmon,

Thank you for your interest in Modular Structures International, Inc (MSI) and for providing us the opportunity to quote this project. The price reflected below, for a 36' X 40' and a 24'x40' office building are based on the floor plans and specifications (attached) Due to daily raw material price fluctuations, we reserve the right to review this quote after 30 days. You must approve any adjustment before an order; purchase order or contract is accepted for this building.

1. 24x40 office $74,830
2. 36x40 office $99,326

This includes delivery and set up. This price excludes low voltage wiring & equipment, utility hookups to MSI stubs, and permits. It is assumed that the site can support the building, is relatively level and easily accessible.

Engineering takes four weeks from the time the order is finalized. If necessary, MSI will provide your architect with the required drawings and calculations to incorporate into his or her site drawings for DSA approval. Upon DSA approval, materials will be ordered and the building will go into production. This normally takes four to six weeks depending on the materials involved with additional time required for installation.

Thanks again for the opportunity and please feel free to call with any questions.

Sincerely,

[Signature]

Phil Boortz
Business Development Manager

cc: Robert Morales
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

RE: APPROPRIATION LIMIT

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

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

WHEREAS, the District must establish a Gann Limit for the 2005-06 fiscal year in accordance with the provisions of Article XIII B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the calculations and documentation of the 2005-06 Gann Limit are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the 2005-06 budget do not exceed the limitations imposed by the Gann Amendment.

PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College District this 25th day of August 2005 by the following vote:

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

Noes: None

Absent: Mr. Jurkowitz, Mr. Villegas

Concur: None

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

Item 5.2-e
08/25/05
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:

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<th>Object</th>
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PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College

District this 25th of August 2005, by the following vote:

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

Noes: None

Absent: Mr. Jurkowitz, Mr. Villegas

Concur: None

[Signature]

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

Re: INTERNAL BUDGET TRANSFERS - FISCAL YEAR 05-06

WHEREAS, the Santa Barbara City College District Board of Trustees on June 16, 2005, 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>
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PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College

District this 25th of August 2005, by the following vote:

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

Nees: None

Absent: Mr. Jurkowitz, Mr. Vitlegas

Concur: None

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

RE: AWARD OF CONTRACT WITHOUT BIDDING AND ADVERTISING
ASBESTOS ABATEMENT – ADMINISTRATION BUILDING, 1ST FLOOR

The Board of Trustees, at a meeting held August 25, 2005, pursuant to the Public Contract Code 20654, unanimously resolved, by vote of members present, and constituting a quorum, that an emergency existed as defined by Public Contract Code §1102, wherein a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services has occurred, and pursuant to Public Code §20654 for community colleges, to avoid danger to life or property certain repairs,alterations, work, or improvements are necessary to any facility of public schools or colleges to permit the continuation of existing school classes, as described in detail below:

The Administration Building 1st floor hallway was scheduled for remodeling. A new drop ceiling was to be installed with recessed lighting. In the process of removing the old ceiling, asbestos-containing material was discovered. The area was sealed off and the building evacuated. An emergency clean-up permit was obtained from the Air Pollution Control District. Channel Coast Corporation completed the clean-up the Administration Building on August 7, and a Clearance Level Test was obtained.

Because the ceiling is now exposed and the remodeling project has been suspended, the College is requesting an Emergency Asbestos Abatement permit to remove the remaining asbestos prior to installing the replacement drop ceiling.

Employees who work in the building are aware that material containing asbestos is present and that they have been exposed to it. While the college has been assured that the level of asbestos does not constitute a health threat, complete abatement of the asbestos rather than encapsulation would alleviate the concerns of the employees. Summer break is an ideal time to complete this work, as there are no students/faculty present.

To begin the lengthy bid process of three to four weeks to advertise and award a contract is no longer feasible, given the new circumstances. The Board of Trustees, therefore, declares an emergency exists at this time and is seeking a waiver of the bid process in accordance with Public Contract Code 20654 and authorizes the Superintendent/President to enter into a contract for asbestos abatement, 1st floor hallway ceiling of the Administration Building, that may include additional work required by local and state agencies. This resolution does not set aside any bonding that may be required by law. The estimated cost to resolve this emergency is expected to exceed $15,000.
PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College District this 25th day of August 2005 by the following vote:

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

Nees:  None

Absent: Mr. Jurkowitz, Mr. Villegas

Concur: None

Certification of the Secretary/Clerk of the Board:

[Signature]

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

Approved by the County Education Office:

Signature of the County Superintendent of Schools

[Signature]