RECOMMENDED CHANGE IN POLICY 0190.4 REGARDING STUDENT BOARD MEMBER COMPENSATION

Existing policy

The non-voting student member shall be entitled to mileage allowance prescribed by Education Code Section 72123 72023.5(a) to the same extent as regular Board members. The non-voting student member shall be entitled to compensation, in accordance with Education Code Section 72425 72023.5(a), established in the form of a book scholarship up to a maximum of $250 per semester. The scholarship will be in the form of credit for book purchases in the SBCC Campus Bookstore.

Proposed policy:

The non-voting student member shall be entitled to mileage allowance prescribed by Education Code Section 72023.5(a) to the same extent as regular Board members. The non-voting student member shall be entitled to compensation, in accordance with Education Code Section 72023.5(a), up to a maximum of $250 per semester.
### Classified Short-Term Hourly Appointments

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Position</th>
<th>Begin/End Date</th>
<th>Days/Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>AMANZA, Francisco</td>
<td>Admissions Outreach Serv. Student Services Asst. II</td>
<td>8/1/05 – 7/1/06</td>
<td>M-TH 12:30-4:30pm</td>
</tr>
<tr>
<td>ARAIZA, Luis</td>
<td>Security Officer</td>
<td>10/16/05 – 12/23/05</td>
<td>SU-TH 10pm-6:30am</td>
</tr>
<tr>
<td>ARNOLD, Nancy</td>
<td>DPS Auxiliary Aide</td>
<td>10/26/05 – 12/16/05</td>
<td>MW 9:35-10:55</td>
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<tr>
<td>BRENnan, John</td>
<td>Psychology Instructional Aide</td>
<td>8/29/05 – 12/17/05</td>
<td>M-F 1-5pm</td>
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<tr>
<td>BROWN, Kimberly</td>
<td>Kinko's ELC Associate Teacher</td>
<td>10/03/05 – 12/23/05</td>
<td>M-F 8am-5pm</td>
</tr>
<tr>
<td>CARBAJAL, Amanda</td>
<td>Art Model</td>
<td>10/17/05 – 12/17/05</td>
<td>MWF 10am-4pm</td>
</tr>
<tr>
<td>DIX, Katie</td>
<td>Athletics</td>
<td>10/17/05 – 12/30/05</td>
<td>MWF 4pm-7pm</td>
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<tr>
<td>ERB, Louis</td>
<td>Tutorial</td>
<td>11/1/05 – 12/17/05</td>
<td>T 11:4000pm W 9-1:00 &amp; 3-7:00pm</td>
</tr>
<tr>
<td>FORTIER, Justin</td>
<td>ESL Modern Language Lab Instructional Aide</td>
<td>10/18/05 – 12/23/05</td>
<td>T 8:45-4pm TH 8:45-3pm S 8:45-1:30</td>
</tr>
<tr>
<td>GALLER, Meher</td>
<td>History Reader</td>
<td>8/29/05 – 1/02/06</td>
<td>M-F 8-11:30 am</td>
</tr>
<tr>
<td>JARRETT, Jeffrey</td>
<td>Tutorial</td>
<td>10/11/05 – 12/17/05</td>
<td>T &amp; TH 4-6pm</td>
</tr>
<tr>
<td>KIM, Souyeon</td>
<td>Food Service Worker II</td>
<td>10/10/05 – 12/23/05</td>
<td>M-W 2-5pm</td>
</tr>
<tr>
<td>LAPE, Ashley</td>
<td>Food Services Food Service Worker II</td>
<td>10/12/05 – 12/23/05</td>
<td>M-F 8-11am</td>
</tr>
<tr>
<td>LAWSON, Brittany</td>
<td>Food Service Worker II</td>
<td>10/12/05 – 12/23/05</td>
<td>M-TH 8-11:00am</td>
</tr>
<tr>
<td>MCDOWELL, Paul</td>
<td>Tutorial</td>
<td>11/1/05 – 12/17/05</td>
<td>W &amp; F 10-12:00pm</td>
</tr>
<tr>
<td>MILLER, Ronald</td>
<td>Food Service Worker II</td>
<td>10/12/05 – 12/23/05</td>
<td>M-TH 8-11am</td>
</tr>
<tr>
<td>MUSTERER, Sophia</td>
<td>Scheduling Office Clerk-Typist Sr.</td>
<td>10/21/05 – 12/31/05</td>
<td>M-F 8-12pm</td>
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<tr>
<td>O'SCANLON, Sean</td>
<td>Food Services Food Service Worker V</td>
<td>10/12/05 – 12/23/05</td>
<td>M-F 7-10:30am</td>
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<tr>
<td>OATES, Sachiko</td>
<td>Allied Health LTA</td>
<td>10/27/05 – 12/23/06</td>
<td>M-TH 8-12:00pm F 8-11:30am</td>
</tr>
</tbody>
</table>
# Classified Short-Term Hourly Appointments

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Position</th>
<th>Begin/End Date</th>
<th>Days/Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>OVIDEA, Loren</td>
<td>Music Reader</td>
<td>8/29/05 - 1/2/06</td>
<td>M-F 8-11:30am</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1/23/06 - 5/26/06</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>6/19/06 - 6/30/06</td>
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<tr>
<td>PAOLA, Marius</td>
<td>Tutorial Instructional Aide</td>
<td>10/11/05 - 12/17/05</td>
<td>M&amp;W 5:30-9:30</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1/23/06 - 5/20/06</td>
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<tr>
<td></td>
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<td>6/19/06 - 6/30/06</td>
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<tr>
<td>PHILLIPS-LEE, Mary Grace</td>
<td>Food Services Food Service Worker II</td>
<td>10/28/05 - 12/23/05</td>
<td>M-F 8-11:00am</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1/16/06 - 5/30/06</td>
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<tr>
<td>RAMOS, Adam (substitute employee)</td>
<td>Security Officer</td>
<td>10/17/05 - 12/23/05</td>
<td>SA-SU 2:30-10:00pm</td>
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<tr>
<td>RITTERSTEIN, Lucila</td>
<td>Modern Language Reader</td>
<td>8/29/05 - 1/2/06</td>
<td>M-F 8-11:30am</td>
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<td></td>
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<td>1/23/06 - 5/26/06</td>
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<td>6/19/06 - 6/30/06</td>
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<tr>
<td>SANCHEZ, Griselda</td>
<td>Educational Programs Multi-Cultural Events Coor.</td>
<td>9/1/05 - 6/30/06</td>
<td>M-F 9-12:00pm</td>
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<tr>
<td>TOLPYGO, Assia</td>
<td>Food Services Food Service Worker II</td>
<td>10/12/05 - 12/23/05</td>
<td>M-TH 9-12am</td>
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<tr>
<td></td>
<td></td>
<td>1/16/06 - 5/30/06</td>
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<tr>
<td>UHLER, Lauren</td>
<td>Biological Sci. Lab Assistant II</td>
<td>10/11/05 - 12/15/06</td>
<td>T-F 11am-3pm</td>
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<tr>
<td></td>
<td></td>
<td>1/15/06 - 6/30/06</td>
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<tr>
<td>VELASQUEZ, Griselda</td>
<td>Cal-Soap C.S. Tutor/Peer Advisor</td>
<td>9/30/05 - 12/22/05</td>
<td>MWF 8-2pm</td>
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<tr>
<td>VENZOR, Kenny (substitute employee)</td>
<td>Food Services Food Service Assistant</td>
<td>10/24/05 - 11/24/05</td>
<td>M-TH 12:30pm-9pm F 6am-2:30pm</td>
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<tr>
<td>WALKER, Adrianne</td>
<td>Food Services Food Service Worker II</td>
<td>10/12/05 - 12/23/05</td>
<td>M-TH 10-2pm</td>
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<td></td>
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<td>1/16/06 - 5/30/06</td>
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</tr>
<tr>
<td>WEIDEMANN, Lauren</td>
<td>DSPS Auxiliary Aide</td>
<td>10/14/05 - 12/17/05</td>
<td>M-F 9:30-12:30pm</td>
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<td>1/20/05 - 5/23/05</td>
<td></td>
</tr>
<tr>
<td>YOSHIKAWA, Kyoko</td>
<td>Admissions &amp; Records Registrar</td>
<td>11/3/05 - 12/23/05</td>
<td>M-TH 8-4:00pm F 8-4:30pm</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1/3/06 - 6/30/06</td>
<td></td>
</tr>
</tbody>
</table>
FEDERAL AND GENERAL WORKSTUDY STUDENTS

Dommer, Jason (G)
Fry, Sariana (G)
Gonce, Carly (G)
Holomen, Kenneth (FWS)
Jackson, Chelesa (G)
Keepler, Christine (FWS)
Novarowski, Fraser (G)
Ritterstein, Lucila (FWS)
Ruiz, Peter (FWS)
Saint-Lot, Talal (FWS)
Vega, Liliana (G)

CalWORKs WORKSTUDY STUDENTS

None

TUTORIAL CENTER

Chatcuff, Elena R.
Dawson, Andrea M.
Erickson, Neal G.
Goddard, Jr., Robert S.
STUDENT PROGRAM AFFILIATION AGREEMENT

This agreement for student program affiliation ("Agreement") is entered into as of November 2, 2005, (the "Execution Date") by and between Santa Barbara City College, a California school ("College"), and NorthBay Healthcare System, a California nonprofit corporation ("Hospital"). College and Hospital are sometimes referred to in this Agreement as a "Party" or, collectively, as the "Parties."

RECITALS

A. Hospital owns and operates two acute care medical facilities located in Fairfield and Vacaville, California which provide medical services to the Fairfield, Vacaville, and surrounding communities.

B. College has a Health Information Technology Program which provide Health Information Technology, Medical Records education and which require a minimum of 160 hours of health information clinical lab practice in an Health Information Management department.

C. Hospital has facilities which can be used to the professional and educational benefit of College and its students and desires to offer its clinical facilities for use by College to provide educational experience for Health Information Technology student, and College desires to use Hospital’s facilities for the benefit of its students’ educational experience.

D. Hospital and College acknowledge a public obligation to contribute to the education of allied health care professionals for the benefit of students and for community needs. College and Hospital will each derive benefits from the program referred to herein.

ARTICLE I.
HOSPITAL’S OBLIGATIONS

1.1 Duties. Hospital shall:

(a) In accordance with mutually prearranged scheduling, make available clinical areas in the Hospital in such a manner that an effective educational program may be carried on by College for its students, and will permit members of the Hospital staff and appropriate employees of Hospital to participate in the education program as their time may permit.

(b) Maintain at all times full responsibility for Health Information Management job duties. No student or faculty shall replace regularly scheduled staff.

(c) Cooperate with College faculty members in choosing appropriate learning experiences from among the ongoing activities of the Hospital.

SF_DOC\108526.3 (W97)
(d) Work cooperatively with College in the Parties mutual efforts toward continuous improvement in the care of patients and facilitate communications by directing to the College all pertinent communications regarding any care given by the students.

(e) Approve clinical areas or units selected for student experience and maintain the staffing required to meet the Hospital's responsibility for patient care.

ARTICLE II.
COLLEGE'S OBLIGATIONS

2.1 Accreditation. College warrants that its student program is accredited by American Health Information Association. College will maintain such accreditation in good standing throughout the term of this Agreement. College agrees to promptly notify Hospital upon loss of accreditation.

2.2 Other Duties. College will, in addition:

(a) Designate a faculty coordinator and an alternate through whom the Hospital will communicate and coordinate working relationships.

(b) Assign students to Hospital, subject to the right of Hospital to terminate any student's participation for any cause deemed sufficient by Hospital.

(c) Furnish to Hospital such evidence as Hospital may require in order to assure itself that each student assigned for education hereunder is eligible to participate in educational activities and perform related duties under this Agreement.

(d) Agree with Hospital on preceptor guidelines for and expectations of students participating in any activity in the Hospital clinical setting.

(e) Ensure that College's students do not differentiate or discriminate against any patient of Hospital on the basis of race, color, national origin, ancestry, sex, marital status, age or payor, or on any other basis prohibited by applicable law while student is participating in the educational and training program contemplated by this Agreement.

(f) Students shall abide by all hospital policies and procedures and receive appropriate HIPAA training.

2.3 College acknowledges that, in the course of on site student lab studies, College/student will have access to confidential information, including but not limited to, confidential medical information in the Records that is protected from disclosure by state and federal law. College/student shall preserve the confidentiality of all Records and agrees: (i) to hold all such information in the strictest of confidence; (ii) not to make use thereof other than to perform its obligations under the Agreement; (iii) not to release such information to anyone.
ARTICLE III.
COMPENSATION

3.1 Compensation to Student. Neither College nor Hospital shall be obligated to provide financial remuneration to any student for the services provided by student during student’s participation in the educational program and training contemplated by this Agreement.

3.2 Compensation to College. College shall not receive any financial remuneration for any services provided by College’s students during any student’s participation in the educational program and training contemplated by this Agreement.

3.3 Compensation to Hospital. Hospital shall not receive any financial remuneration for any services provided by Hospital pursuant to this Agreement.

ARTICLE IV.
RELATIONSHIP BETWEEN THE PARTIES

4.1 Status of the Parties. No provision of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the Parties hereto other than that of independent entities contracting with each other solely to effect the provisions of this Agreement. Neither Party, nor any of its respective officers, directors or employees, shall be construed to be the agent, the employee, the representative or the partner of, or a joint venturer with, the other.

4.2 Students are Licensees. Students assigned by the College to the Hospital for clinical instruction will not be, in any sense, employees or independent contractors of the Hospital. Students will be admitted to the Hospital as licensees for the limited purposes expressed in this Agreement.

ARTICLE V.
INSURANCE AND INDEMNITY

5.1 College Comprehensive General Liability Insurance. College will carry a comprehensive liability policy with a reputable insurance company. Hospital will be named as an additional insured on the comprehensive liability insurance policy of the College with a liability limit of $5,000,000 for each occurrence. College further agrees that, in the event it fails to maintain insurance as agreed, Hospital will give fifteen (15) days written notice of its intention to obtain insurance. If after fifteen (15) days notice College does not keep such insurance in full force and effect, Hospital may take out necessary insurance and pay the premium thereon, and College shall repay Hospital the amount of such premium when it receives the insurance company statement for the premium marked “PAID”. College agrees to pay said amount within thirty (30) days of receipt of said statement.

5.2 Hospital Comprehensive Liability Insurance. Hospital shall maintain comprehensive general liability insurance or an equivalent program of self-insurance.
5.3 **Certificates of Insurance.** On or before the Effective Date, College shall provide the Hospital Risk Manager with original certificates evidencing the comprehensive liability, required under Sections 5.1 and 5.3 above, and shall provide Hospital with proof of continued coverage on an annual basis (or as periodically requested by Hospital). College shall provide Hospital with no less than ten (10) days' prior written notice of cancellation or any material change in such insurance coverage.

5.4 **Indemnification by College.** College shall indemnify and hold harmless Hospital, its directors, employees and agents against: (a) any claim or legal action of any type where such claim or legal action arises as a result of College's failure to comply with the terms of this Agreement or any negligent or intentional acts or omissions of the College, its Governing Board, employees, its faculty, students, or agents; (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of Hospital in connection with the defense of such claims; (c) any claim based on the assertion that a student is an employee or joint employee of Hospital; and (d) any liabilities, costs, penalties and expenses, including attorneys' fees, incurred by Hospital in responding to any claim by any individual or government authority relating in any way to the adequacy of College's education and training of students on infection control, exposure to blood-borne pathogens and related safety matters.

5.5 **Indemnification by Hospital.** Hospital shall indemnify and hold harmless the College, its Governing Board, employees, its health professions faculty, students, or agents against: (a) any claim or legal action of any type where such claim or legal action arises as a result of negligent or intentional acts or omissions of Hospital, its directors, employees and agents; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of College in connection with the defense of such claims.

5.6 **Third Party Claims.** If a third party makes a claim (a "Third Party Claim") against any Party to this Agreement which may give rise to a claim of indemnity under this Agreement in favor of the Party (the "Indemnified Party"), the Indemnified Party shall, within ten (10) days of receiving notice of the Third Party Claim, give written notice to the Party from which indemnity may be claimed (the "Indemnifying Party") and immediately afford the Indemnifying Party's counsel the opportunity to join and participate in discussing, defending or compromising such Third Party Claim. Within thirty (30) days of receipt of such notice of claim, by written notice in form acceptable to the Indemnified Party, the indemnifying Party may elect at its own expense to undertake the defense of such Third Party Claim in the name of the Indemnified Party. This undertaking shall include the right to appeal and the right to compromise or settle. If the Indemnifying Party undertakes the defense of any Third Party Claim, the Indemnified Party shall have the right to participate fully in the defense at its own expense. This Section shall survive termination of this Agreement.

5.7 **Cooperation in Defense of Proceedings.** The Parties shall cooperate in the defense of a Third Party Claim, including providing such witnesses and documentary evidence as may reasonably be requested by the Indemnifying Party.

**ARTICLE VI. TERM AND TERMINATION**

4
6.1 Term. This Agreement shall become effective on __11-02-05__ (the
"Effective Date"), and shall continue until terminated in accordance with the terms of this
Agreement. Either Party shall have the right to terminate this Agreement without cause upon
thirty (30) days' prior written notice to the other Party. Such termination shall not be effective as
to any student in a program of instruction which includes a hospital affiliation rotation of defined
length, which has been approved in advance by Hospital, until the student has completed his or
her clinical assignment.

6.2 Rights Upon Termination. Upon any termination or expiration of this
Agreement, all rights and obligations of the Parties shall cease except those rights and obligations
that have accrued or expressly survive such termination or expiration.

6.3 Return of Property. Upon any termination or expiration of this
Agreement, College shall immediately return to Hospital all of Hospital's property, including
Hospital's equipment, supplies, furniture, furnishings, and patient records, which is in College's
or any of College's students' possession or under College's or any of College's students' control.

ARTICLE VII
GENERAL PROVISIONS

7.1 Amendment. This Agreement may be amended in a writing mutually
agreed upon by the Parties. The Parties agree that this Agreement shall be subject to
(i) amendments in any applicable federal, state or local laws and regulations and (ii) new
legislation and/or regulations. Any provision of law or regulation that invalidates or otherwise is
inconsistent with the terms of this Agreement or that would cause one or both of the Parties to be
in violation of the law shall be deemed to have superseded the terms of this Agreement, provided
that the Parties shall exercise their best efforts to accommodate the terms and intent of this
Agreement to the greatest extent possible consistent with the requirements of such law or
regulation.

7.2 Dispute Resolution. In the event of any controversy or dispute related to
or arising out of this Agreement, the Parties shall use their best good faith efforts to resolve
disputes quickly and in a professional business-like manner. If the Parties are unable to so
resolve a dispute, the Parties agree to waive their rights, if any, to a jury trial, and to submit the
controversy or dispute to a retired judge or justice pursuant to Section 638(1) of the California
Code of Civil Procedure, or any successor provision, for resolution in accordance with Chapter 6,
(References and Trials by Referees) of Title 8 of Part 2 of the California Code of Civil
Procedure, or any successor chapter. The Parties agree that the only proper venue for the
submission of claims is the County of Solano, California, and that the hearing before the referee
shall be concluded within nine (9) months of the filing and service of the complaint. The Parties
reserve the right to contest the referee's decision and to appeal from any award or order of any
court. Notwithstanding the foregoing, neither Party shall be required to participate in the
above-described proceedings for disputes concerning any professional liability claim.

7.3 Attorney's Fees. If either Party brings an action for any relief or collection
against the other Party, declaratory or otherwise, arising out of the arrangement described in this
Agreement, the losing Party shall pay to the prevailing Party a reasonable sum for attorney’s fees and costs actually incurred in bringing such action, including fees incurred in arbitration, at trial, on appeal and on any review therefrom, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney’s fees and costs incurred in connection with discovery, post judgment motions, contempt proceedings, garnishment and levy.

7.4 Assignment. Neither party shall have the right to assign, subcontract or transfer this Agreement or any of its obligations or rights under this Agreement without the prior written consent of the other party. This Agreement and the rights, privileges, duties and obligations of the Parties, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assignees.

7.5 Choice of Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California, except choice of law rules that would require the application of the laws of any other jurisdiction.

7.6 Regulatory Compliance. Hospital and College agree that each shall comply with all applicable requirements of municipal, county, state and federal authorities, all municipal and county ordinances and regulations and all applicable state and federal statutes and regulations, now or hereafter in force and effect, governing Hospital, College or the provision of student externs.

7.7 Unforeseen Events. If either Party’s ability to perform its obligations under this Agreement is substantially interrupted by war, fire, insurrections, riots, the elements, earthquake, acts of God or any other similar cause beyond the control of either Party, then the Party shall be relieved of its obligations only to those affected portions of this Agreement for the duration of such interruption. If such interruption of performance by one Party is likely to continue for a substantial period of time, then the other Party shall have the right to terminate this Agreement upon ten (10) days’ prior written notice.

7.8 Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

7.9 Headings. The headings in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

7.10 No Third-Party Beneficiary Rights. The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.
7.11 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice is deemed given when sent if sent as specified in this paragraph, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital, addressed to:

NorthBay Healthcare System
1200 B. Gale Wilson Boulevard
Fairfield, California 94533
Attn: Nola Davis, RHIA, Health Information Management

If to College, addressed to:

________________________
________________________
Attn:

7.12 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

7.13 Trade Secrets. During the term of this Agreement, College and College’s students will have access to and become acquainted with confidential information and trade secrets of Hospital, including information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data (collectively, “Trade Secrets”). All Trade Secrets are the property of Hospital and used in the course of Hospital’s business, and shall be proprietary information protected under the Uniform Trade Secrets Act. College shall not and shall ensure that College’s students do not disclose to any person or entity, directly or indirectly, either during the term of this Agreement or at any time thereafter, any Trade Secrets, or use any Trade Secrets other than in the course of satisfying its obligations pursuant to this Agreement.

7.14 Entire Agreement. This Agreement and all attachments, schedules and exhibits hereto shall constitute the entire agreement between the Parties regarding the subject matter hereof. Each Party acknowledges that no representation, inducement, promise or agreement has been made, orally or otherwise, by the other Party or by anyone acting on behalf of
the other Party, unless such representation, inducement, promise, or agreement is embodied in this Agreement.

7.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

The Parties have executed this Agreement on the date first above written.

HOSPITAL

NorthBay Healthcare System
a California nonprofit corporation

By:
Its:

COLLEGE

SANTA BARBARA CITY COLLEGE
a

By: 
Its: JOSEPH SULLIVAN, VP, BUSINESS SVCS
GROUP GUESTROOM RATE & BOOKING CONTRACT

DATE: 10-7-05

Mammoth Lakes, CA
PO Box 2179
Mammoth Lakes, CA 93546

Address

Dan Shirk, 760-934-4500
760-934-7594
dan.shirk@shilocinns.com

CONTRACT ISSUED TO

GROUP NAME: Santa Barbara City College
PERSON(S) IN CHARGE: Ingrid Schmitz

ADDRESS: 721 Cliff Dr
CITY: Santa Barbara
STATE: CA
ZIP: 93109

BUSINESS TELEPHONE: 805-965-0581
AFTER HOURS: FAX: 805-884-1175

CHECK IN DATE: 1/8/06
ARRIVAL TIME: TBA
DEPARTURE DATE: 1/13-06
CHECK OUT TIME: Noon

ROOMING LIST DUE: 12/8/05
INDIVIDUAL RESERVATION DUE: 12/8/05
ROOM BLOCK RELEASE: 12/8/05

FOOD/BEVERAGE CONTRACT DUE: ☐ NO ☐ YES (ATTACHMENT)

BILLING INSTRUCTIONS

BILL TO MASTER ACCOUNT ☑ GUEST PAYS AT CHECKOUT ☐
GUESTROOM/TAX ☐ FOOD/BEVERAGE CONTRACT ☐
☐ FOOD/BEVERAGE CONTRACT ☑ MISC. ROOM CHARGES ☐
☐ INDIVIDUAL RESTAURANT CHARGES ☑ INDIVIDUAL RESTAURANT CHARGES ☐
☐ INDIVIDUAL LOUNGE CHARGES ☑ INDIVIDUAL LOUNGE CHARGES ☐
☐ MISC. ROOM CHARGES ☑ ROOM TELEPHONE CHARGES ☐
☐ BAGGAGE HANDLING ☑ BAGGAGE HANDLING ☐
$ PER PERSON IN & OUT $ PER PERSON IN & OUT ☐
OTHER ☐

METHOD OF PAYMENT

☐ PREPAID ☑ DEPOSIT/AMOUNTS ☐
☐ CHECKOUT ☑ DIRECT BILL/INVOICE ☐
☐ AMERICAN EXPRESS ☑ DISCOVER CARD ☐
☐ VISACARD ☑ MASTERCARD ☐
☐ DISCOVER CARD ☑ Diners Club ☐
☐ OTHER ☐

SIGNATURE

AUTHORIZED SIGNATURE

GUESTROOM COMMITMENT

GUESTROOM TYPE GUEST RATE PER ROOM ROOM TOTALS
2 Queens, NS 1-8 1-9 1-10 1-11 1-12 109.00 11,990

EXTRA PERSON CHARGE $15.00 Per Night
ROLL-AWAY CHARGE $15.00 Per Night
ROOM TAX 12.00%

SPECIAL REMARKS/ARRANGEMENTS:

Room rates, availability of guestrooms, and all terms of this contract are subject to the contract being accepted, signed by the financially responsible person for the organization/group, and returned to the issuing Shilo Inn by 11-7-05.

A deposit amount of n/a is due by n/a. Total payment is due at check out. A service charge of 1.5% (or the state’s legal limit) will be charged for final payment received after the payment due date. Guestrooms committed to this contract are reserved until 30 days prior to check-in date. Cancellation of guestrooms is subject to the cancellation policy, item 6, on the reverse side (or 2nd page) of this contract. Cancellation date: 12-8-05. Preliminary reservations are due 12-8-05, advising of changes as they occur. Hotel guestroom-committed Block Review Date: 12-8-05 / /

The undersigned customer acknowledges that he/she has read, understands and acknowledges all terms and conditions of this contract, including Items 1 through 9 on the reverse side, and approves by signing the customer acceptance line.

CUSTOMER ACCEPTANCE

Joeseph Sullivan, Vice Pres., Business Svcs
10-07-05 13:46 RECEIVED FROM:

0102/01-08-06SB

Page 1 of 2
11/10/05
1. The Term "Hotel": The term "hotel", where appropriate, applies only to the Shilo Inn that issued the contract, its management, employees, or representatives. It is not intended to refer to any particular room or building within the hotel complex unless specifically stated within the contract.

2. Guestroom Rates: Rates quoted are subject to the occupancy of ten (10) or more rooms per night. Organizations/groups who occupy less than ten rooms per night are subject to regular or standard rates per each applicable night.

(a) Room rates or terms and conditions stated on Page 1 (or reverse side) of this contract cannot be changed without a written, mutually agreed-upon addendum to this contract.

3. Deposit/Payment Terms: Terms and conditions related to deposits and payments are specified on the front of this contract. All deposits and payments are acceptable only in United States currency in the form of cash, check or approved credit card. Where hotel charges are to be billed directly, prior credit approval must be obtained from the hotel for this contract to be binding.

4. Extra Guests, Roll-aways, Cribs: Guestroom charges are based on one (1) or two (2) occupants per room, unless otherwise noted on contract. More than two (2) people per room, not to exceed five (5), are subject to an additional per person charge applicable to the hotel. Children under twelve (12) years of age are free when occupancy is in the same room with parents or legal guardian. Rollaway beds are subject to additional charges applicable to the hotel.

5. Hotel Check-In and Check-out Times: Group check-in and check-out times noted on the contract may vary depending upon seasonal demands. It is not possible to guarantee that all rooms will be available at any given time during high occupancy periods. Every effort will be made by the hotel to place Guests in rooms as selected in this contract. We reserve the right to substitute room types where a particular room type is unavailable at check-in, subject to conditions beyond our control. Should such conditions exist, the hotel will upgrade the room type if possible and/or make the room available when conditions permit.

6. Portage: Baggage handling rates are stated on this contract. Baggage is defined as personal suitcases, cosmetic or duffel-type bags. It does not include displays, trunks, or other large items designed to carry articles other than personal clothing and sundry items. Special handling of large items not defined as baggage are subject to additional charges.

7. Organization/Group Guest Conduct: The hotel requires organization/group conduct that is considerate of all the hotel's guests in all locations of the facility, (guestrooms, lobby, courtyard, pool(s), meeting rooms, etc.). This conduct includes conducting oneself as to maintain publicly accepted behavioral standards, not instigating unauthorized parties, or instigating actions of misconduct or mischief. To be fully responsible and liable for any and all negligent, wrongful, or harmful actions that causes damage to hotel’s real or personal property as well as third party’s personal property or personal injury. Such damage to real or personal property will be assessed at replacement value and the organization/group will be responsible for assisting in collection of damages, including any collection agency or attorney fees, if applicable.

8. Cancellation Policy: Cancellation of this contract, or any part thereof, requires a written cancellation notice. The hotel must receive cancellation, in writing, thirty (30) days prior to the check in date stated on this contract. Refund of a deposit or prepayment will be issued from Shilo Inns Executive Office in Portland, Oregon. Should cancellation of this contract occur less than thirty (30) days from check in, the deposit or prepayment is forfeited.

9. Nonperformance Statement: The hotel will not be liable for nonperformance of this contract should nonperformance be caused by labor disputes or strikes, government (federal, state or municipal) restrictions pertaining to travel, national emergencies, public riots or emergencies caused by an act of God, all of which are beyond the reasonable control of the hotel's suppliers which may prevent or interfere with hotel's ability to perform as stated in this contract.

CUSTOMER ACCEPTANCE DATE HOTEL ACCEPTANCE DATE
JOSEPH SULLIVAN, VICE PRES., BUSINESS SVCS
16-07-85 13:47 RECEIVED FROM:

Item 5.1-e Page 2 of 2 11/10/05
11 October 2005

Mr. Alex M. Pittmon III  
Director of Campus Development  
SANTA BARBARA CITY COLLEGE  
721 Cliff Drive  
Santa Barbara, CA 93109

Subject: Santa Barbara City College  
SBCC Sports Pavilion Renovation and Addition  
Extra Services  
PMSM #96019.12/96019.15

Dear Alex:

This is our fee proposal for the extra architectural and engineering services required to address unforeseen site conditions encountered during construction.

Scope of work includes:

1. RFIs #50 & 68 - Footing interference: Contractor encountered concrete footing at 16'-17" below finish floor on column Line 17/B, on the second level, this is where the caissons for the new columns go.

Neither PMSM nor ESHI were aware of this footing as the as-buils we had did not show any footing. As-built drawings showing this footing were provided to ESHI on 5/04/05. PMSM and ESHI have spent several hours meeting with the contractor to review the existing conditions and to provide a cost effective solution of drilling through the existing footing. PMSM and ESHI have also spent several hours discussing the claims with the client and contractor.

2. Duct bank near B/17 at Third Floor: This duct bank was not shown on the as-buils provided by SBCC. ESHI has spent time discussing this issue with IOR. We resolved this issue by redesigning the grade beams around the existing electrical duct bank.

3. RFI #57 - Existing footing at exterior stair: This footing was not shown on the as-buils provided by SBCC. ESHI and PMSM have spent additional time for field visit and attending meetings to discuss the PCO with the contractor. PMSM and ESHI also looked into an option of keeping the retaining wall versus demolishing it. Based on the expenses related to redesigning, and getting the DSA approval, it seemed much more cost effective to pay the contractor to demolish the existing retaining wall and build the new wall as shown in the contract documents.

4. RFI #99 - Gas/Water switchbox at footing A/17.5: This was documented incorrectly on the survey provided to PMSM by SBCC. ESHI and PMSM have spent additional time to address relocation of utilities.

5. RFI #121: Existing conduits above the staircase mid landing on second floor. This was not documented on the as-buils provided to PMSM by SBCC. ESHI
had to do an additional site visit to look at the option of relocating the stair. PMSM explored several design options addressing this issue. PMSM discussed relocation of the electrical conduits with the electrical engineer. PMSM also discussed realigning the stairs to get the required headroom. After receiving cost proposals from the contractor for the above options, it was decided to go ahead with relocating the electrical conduits. PMSM spent several hours attending additional site visits and coordinating with the consultants and contractor to determine the above given design options.

6. RFI #77: Building width was smaller by a foot compared to the as-builts provided to PMSM, thus openings for the ducts in the shaft space were a foot less. After several meetings and discussions the most cost effective and efficient solution was to resize the duct sizes and relocate the steel around the revised opening. This avoided encroaching into the exercise area square footage. ESHI and PMSM had to do additional coordination with the contractor to address this RFI.

7. RFI #24 – Drawing sheet S-202 indicates the inside face of concrete wall to inside concrete, wall 8 line to 16 line is 14'-10"x- the actual is 113'-101/2". PMSM and ESHI had to do some investigation to figure out exactly where the one foot difference was and come up with an efficient solution addressing this issue. ESHI and PMSM also had to do additional coordination with the contractor to address this RFI.

These unforeseen conditions have required much design and coordination to address these issues most effectively. Based on our initial proposal for construction administration dated 09/29/04, ESHI was scheduled to attend four site visits. However, due to these unforeseen conditions, so far they have been on site more than four times.

We have already completed most of the work noted above and would appreciate compensation for this work for the fixed fee of $8,325. The cost breakdown is attached. This fee covers our work and includes no mark-up on consultants.

If this proposal is acceptable to you, please sign both copies of this letter, retain one for your records, and return the other to us as soon as possible.

Sincerely,

Fred Sweaney AIA

Attachment: Cost breakdown
Mr. Alex M. Pittmon III
Director of Campus Development
SANTA BARBARA CITY COLLEGE
11 October 2005

/ma

Accepted by:

Signature

Date

10/18/05
11 October 2005

Mr. Alex M. Pittmon III
Director of Campus Development
SANTA BARBARA CITY COLLEGE
721 Cliff Drive
Santa Barbara, CA 93109

Subject: Santa Barbara City College
SBCC Sports Pavilion Renovation and Addition
Construction Documents
PMSM #96019.12/96019.13

Dear Alex:

This is our proposal for extra service fees for the work done to provide clarification for RFI #113, i.e. the discovery of the massive footing of the existing retaining wall in the new planter area.

Our scope of work included redesign of the planter area to conceal the massive footing of the existing retaining wall.

We have completed the drawings to address this issue and are proposing a fixed fee in the amount of $5,530 as compensation. The cost breakdown is attached. This fee covers our work and includes no mark-up on consultants.

If this proposal is acceptable to you, please sign both copies of this letter, retain one for your records, and return the other to us as soon as possible.

Thank you for this opportunity to be of service. We look forward to working with you on this project.

Sincerely,

Fred Sweeney AIA

Attachment: Cost breakdown

Accepted by:

Signature:

Date 10/18/05
23 August, 2005

Mr. Alex M. Pittmon III
Director of Campus Development
SANTA BARBARA CITY COLLEGE
721 Cliff Drive
Santa Barbara, CA 93109

Subject: Santa Barbara City College  
SBCC Sports Pavilion Renovation and Addition  
Construction Documents  
PMSM #96019.12

Dear Alex:

This is our proposal for extra service fees for changes requested by SBCC for the sports pavilion renovation and addition project.

Scope of work includes:
1) Revised exterior handrail design
2) Providing provisions for solar panels on roof, meeting with the manufacturers to discuss the design
3) Revising the design for the closet behind the reception desk
4) Providing alarm for the existing double doors from room 237
5) Providing alarm for the new exit doors from the new weight room addition on third floor.

We propose to accomplish the work noted above for the fixed fee of $4,048.

6) Deleting door #206 and filling in the opening with concrete.
7) Assistance with the design for the turnstiles
8) Revising the design for the drawers in the reception desk.

We propose to accomplish the work noted above for no extra fees.

If this proposal is acceptable to you, please sign both copies of this letter, retain one for your records, and return the other to us as soon as possible. We will commence work as soon as we receive approval.

Thank you for this opportunity to be of service. We look forward to working with you on this project.

Sincerely,

Stephen Metsch AIA

/ma

Accepted by:
23 August, 2005

Mr. Alex M. Pittmon III
Director of Campus Development
SANTA BARBARA CITY COLLEGE
721 Cliff Drive
Santa Barbara, CA 93109

Subject: Santa Barbara City College
        SBCC Sports Pavilion Renovation and Addition
        Construction Documents
        PMSM #96019.12

Dear Alex:

This is our proposal for extra service fees for changes requested by SBCC for the sports
court renovation and addition project.

Scope of work includes:
  1) Revised exterior handrail design
  2) Providing provisions for solar panels on roof, meeting with the manufacturers to
discuss the design
  3) Revising the design for the closet behind the reception desk
  4) Providing alarm for the existing double doors from room 237
  5) Providing alarm for the new exit doors from the new weight room addition on
     third floor.

We propose to accomplish the work noted above for the fixed fee of $4,048.

  6) Deleting door #206 and filling in the opening with concrete.
  7) Assistance with the design for the turnstiles
  8) Revising the design for the drawers in the reception desk.

We propose to accomplish the work noted above for no extra fees.

If this proposal is acceptable to you, please sign both copies of this letter, retain one for
your records, and return the other to us as soon as possible. We will commence work as
soon as we receive approval.

Thank you for this opportunity to be of service. We look forward to working with you on
this project.

Sincerely,

Stephen Metsch AIA

/wa

Accepted by:
Mr. Alex M. Pittmon III  
Director of Campus Development  
SANTA BARBARA CITY COLLEGE

Signature

10/18/05

Date
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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:

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<th>Description</th>
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<th>Subfund</th>
<th>Object</th>
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Economic Development Sonography Instructional Supplies

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

District this 10th of November 2005, by the following vote:

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

Nays: None

Absent: Mr. Jurkowitz

Concur: Ms. Chatcuff (Student Trustee)

John B. Roma
Superintendent/President and Secretary/
Clerk to the Board of Trustees
Amendment 01
LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SANTA BARBARA COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2005 designated as number CCAM-5012 shall be amended in the following particulars but no others:

The Maximum Reimburseable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to $206,488.00 and inserting $215,222.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to $28.82 and inserting $30.04 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 7,165.0 and inserting 7,164.5 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 154. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

<table>
<thead>
<tr>
<th>STATE OF CALIFORNIA</th>
<th>CONTRACTOR</th>
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<tbody>
<tr>
<td>PRINTED NAME OF PERSON SIGNING</td>
<td>PRINTED NAME AND TITLE OF PERSON SIGNING</td>
</tr>
<tr>
<td>Sharon Taylor</td>
<td>JOSEPH F. SULLIVAN, VICE PRES., BUSINESS S维CS</td>
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<tr>
<td>TITLE</td>
<td>ADDRESS</td>
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<td>Manager-Contracts CD+NS Fiscal Svcs</td>
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<td>702</td>
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I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER |

T.B.A. NO. | B.R. NO. |

DATE |

Item 5.2-6
Page 1 of 2
11/10/05
RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for fiscal year 2005-06.

RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Re: Child Development Services – Contract No. CCAM-5012
   Project No. 42-6929-00-5

BE IT RESOLVED that the Board of Trustees of the Santa Barbara Community College District authorizes entering into local Contract No. CCAM-5012 with the California Department of Education for Child Development Services, and that the person listed below is authorized to sign the transaction for the Board of Trustees.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph E. Sullivan, Vice President, Business Services</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED this 10th day of November 2005, by the Board of Trustees of the Santa Barbara Community College District of Santa Barbara County, California.

I, John Romo, Clerk of the Board of Trustees of the Santa Barbara Community College District, of Santa Barbara County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board of Trustees at a regular meeting thereof held at a regular public place of meeting, and the resolution is on file in the office of said Board.

November 15, 2005
Date

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