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

WHEREAS, Richard L. Schall and Maryan S. Schall have been generous contributors to the College with gifts totaling in excess of $350,000 in response to the College’s highest priorities including the Adopt-a-Student Program, MacDougall Fund for Excellence, CARE Program, Eli Luria Endowment Scholarship in Studio Arts, the Nursing Alumni Fund, Wallace T. Drew Scholarship, the Math Engineering Science Achievement (MESA) Program, the Foundation’s President Council, and the College’s Continuing Education Division;

WHEREAS, Richard L. Schall and Maryan S. Schall have been steadfast supporters of Santa Barbara City College, with Mr. Schall serving as a member of the Board of the Foundation for SBCC since 1993;

WHEREAS, as a Foundation Board member, Mr. Schall, has provided exceptional leadership to the Foundation by serving on the Executive Committee, the Finance/Investment Committee, and the Nominations and Member Development Committee;

WHEREAS, the Schall’s giving to the College is motivated by a genuine regard and commitment to equal access to educational opportunity for all individuals and because their generosity and thoughtfulness have inspired students, faculty, staff and community leaders;

THEREFORE, it is resolved; the Board of Trustees of the Santa Barbara City College District recognizes Richard L. Schall and Maryan S. Schall and expresses its deepest appreciation and affection by authorizing the naming of the Santa Barbara City College Career Center, the Schall Career Center.

PASSED AND ADOPTED by the Board of Trustees of the SANTA BARBARA COMMUNITY COLLEGE DISTRICT this 29th day of November 2007.

Dr. Kathryn O. Alexander
Dr. Joe W. Dobbs
Mrs. Sally D. Green
Mr. Morris M. Jurkowitz

Mr. Desmond O’Neill
Ms. Joan M. Livingston
Mr. Luis A. Villegas
Mr. John B. Romo, Secretary/Clerk

Item 2.1
11/29/07
## Educational Programs
### Minimum Qualification Equivalency

<table>
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<tr>
<th>NAME</th>
<th>DISCIPLINE</th>
<th>BACKGROUND</th>
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| BORGIOLI, Rebecca | Italian    | **EDUCATION:**  
|                 |            |  **B.A.**, Italian, University of California, Los Angeles (1996)  
|                 |            |  **M. Ed.**, ECE, Northern Arizona University, Flagstaff, AZ (2004)  
|                 |            | **EXPERIENCE:**  
|                 |            |  **2006-Current:** Kindergarten teacher, San Roque School, Santa Barbara  
|                 |            |  **2000-06:** K-2 full-time (FT) multiage teacher and multiage coordinator (2002-05), The American School of Milan, Milan, Italy  
|                 |            |  **1998-2000:** Third grade FT bilingual teacher in Spanish, Main Elementary School, Carpinteria Unified School District, CA  
|                 |            |  **1996-98:** Fifth grade FT bilingual teacher in Spanish, Bushnell Way Elementary School, Los Angeles, CA  
| PETERSON, David  | Counseling | **EDUCATION:**  
|                 |            |  **L.L.M.**, Alternative Dispute Resolution (ADR)/Mediation, Pepperdine University School of Law (2004)  
|                 |            | Certification, Mediation and Arbitration, Pepperdine (1998)  
|                 |            | **EXPERIENCE:**  
|                 |            |  **1976:** Admitted to State Bar of California  
|                 |            | Mr. Peterson has over 25 years of ADR experience in all areas of law. He is now a full-time mediator.
JOHNSTON, Judy

Parent Education

EDUCATION:

University of California, Santa Barbara
Santa Barbara, CA  June 1992
Bachelor of Arts in English

21 ECE Units From Schools Below:

Ventura College
Ventura, CA
6 ECE units earned
* Child Growth & Development
* Child Family & Community
2004-2005

Cerro Coso Community College
Ridgecrest, CA
6 ECE units earned
* Materials & Curriculum
* Administration of Programs
Summer 2005

Santa Barbara City College
Santa Barbara, CA
3 ECE Units earned
* Field Experience
Fall 2006

Pacific Oaks College
Pasadena, CA
6 ECE Units in Progress
* Play in Childhood
* Developmental Education
Fall 2007

EXPERIENCE:

Assistant Director,
Lou Grant Parent Child Workshop
Carpinteria, CA
Sept./2006 - present

Child Development Site Supervisor Permit
Feb. 2007
Coordinator/Charter Development,
Ventura Charter School of Arts and
Global Education (K-8)
Ventura, CA
Summer/2005 to Summer/2006

Extended Day Teacher,
Lou Grant Parent Child Workshop
Carpinteria, CA
Sept./2004 to Sept./2006
### Classified Short-Term Hourly Appointments 11/29/07

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>
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<td>ACERO, Maridelle</td>
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# Classified Short-term Hourly Appointments 11/29/07

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<td>VELASQUEZ, Eduardo</td>
<td>ECONOMICS Reader</td>
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<td>WEST, Cheyne</td>
<td>GATEWAY GT I</td>
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Santa Barbara City College
On-Campus Student Employment

ABDEL KADER, Ahlam
ABDEL KADER, Akad
ABOABBBOUD, Hatim
ANDERSEN, Amanda
ANDERSON, John
BABBAGEALT, Erin
BARKER, Evan
BARTOLOCCI, Daniel
BATTSON, Micah
BLIKE, Denise
BOTHMAN, Sean
BREAULT, Maryrose
BRITTON, Michelle
BRYANT, Victor
BURKS, Megan
CAKALLI, Dritan
CALDERON, Chase
CARGILE, Julie
CARREL, Karlton
CHIRCHICK, Staci
COMMISSO, Joseph
COYLE, Kevin
DAVIS, Nicole
DEASON, Danny
DORBOS, Jacob
ESCAMILLA, Maria
ESTES, Jenny
EVANS, Matthew
FARIAS, Jolee
GARIBAY, Nicole
GILL, Keisha
GODDARD, Megan
GOMEZ, Theodore
GREEN, Jemel
GRIMM, Tracy
GUTIERREZ, Lorena
GUTIERREZ, Vanessa
GUTIERREZ-VALENCIA, Jesus
HASSOUN, Fatemeh
HAYASHI, Yoko
HERRERA-ORTIZ, Rodolfo
HIRATA, Kieko
HORNIG, Julie
IRKHN, Anastasiya
IPPOLITO, Andrea
JENKINS, Joshua

JOHNSON, Kyle
JOHNSTON, Kellie-Jeanne
KELLY, Casey
LAFORETE, Dudley
LARD, Cierra
LAWLER, Patrick
LIM, Jonathan
LINDNER, Philip
MASK, Robert
MESICK, Michelle
MIRET, Nadia
NGUYEN, Tammy
OKERLUND, Carrie
ORGERON, Aaron
PAN, Xiaolan
PARDUCCI, Dominic
PETRIE, Hansel
PINTADO POLO, Joaquin
POSTEL, Leo
REED, Johanna
REVELES, Sara
REXACH, Carlos
RICE, Katie
RODRIGUEZ, Daniel
RODRIGUEZ-JACKSON, Monica
SANDLER, Andrew
SCZECHOWICZ, Leonard
SELUB, Natalie
SLOAN, Aaron
STAUDINGER, Katie
TINO, Richard
VAN DE WEERDT, Nicholas
WHITING, Andrea
WINSTON, Crystal
WONG, Alan
YOO, Eun-Ju

Item 3.1-d
11/29/07
Roster of Officials
MEN'S BASKETBALL

Alegria, Dave
Anderson, David
Arredondo, Jeff
Atkins, Patrick
Bellinger, Andre
Bennett, Matt
Bond, Nathan
Briscoe, Victor
Brue, Sampson
Caldwell, Ian
Cerda, Danny
Cichocki (Chee-Huskee), Martin
Clark, Darryl
Cohn, Andy
Cole, Rich
Cooper, Keith
Corral, Juan
Davis, Kenny
Denton, Bill
Dixon, Kenny
Easley, Lance
Endrissat, Klaus
Estes, Mike
Faille, Brian
Farmer, Jim
Gaeta, Billy
Gathright, Harlan
Gatson, Mel
Gayler, William
Gerdine, Frank
Gonzalez, Jack
Grier Jr., Robert
Guerrero, John Paul
Hackett, Tony
Hall, Marty
Happ, Christopher
Hawkins, Ron L.
Healy, Owen
Hooper, Floyd
Hurd, Duane
Jones, Jeffrey
Kelley III, Earnest
Kibler, Derrocl
King, LaDonte
Kordak, Steven
Kotani, Dan
Kutas, Eric
Landavazo, Paul
Larson, David
Liebscher, Edward
Lockyer, Dennis
Loera, Tommy
Mallory, Billy
Martinez, Rich
McClung, Nate
McDermott, David
McKaiq, Schuyler
McKinney, Kendall
Melancon, Bryce
Merrill, Dean
Minnny, Terrance
Molina, Erwin
Murray, Monte
Nelson, Burt
Orr, Chris
Orr, JT
Painter, Tyler
Peters, Frank
Peterson, Randly
Philyaw, Luther
Pultz, Bobby
Rapp, Michael
Richardson, J.R.
Roberson, Jeff
Ruiz, Chris
Sarratt, Jeff
Shea, Dan
Smith, Kevin
Starkins, John
Stephens, John
Stokes, Otis
Tackett, Matt
Templeton, Alan
Teola, Dan
Terzian, Todd
Tracy, Jeff
Triplett, Tim
Wade, Ron
Wellons, Dhon
White, Bill
White, David
Williams, Bob
Wilson, Rick
Wilson, Sylvester
Wolf, Andy
Yee, Danny
Zakarian, Levo

Item 3.1-e
11/29/07
Allen, Sonia
Alvarado, Ramon
Aragon, Robert "BJ"
Ariosto, Don
Arroyo, Enrique
Balich, Alecia
Banal, Melissa
Barfield, Ellis
Bishop, King
Blue, Cheryl
Bracy, Sherrick
Buehman, Amber
Burgess, Lynn
Cardenas, Betty
Carlson, Roger
Carter, Michael
Casas, Homar A.
Chan, Ken
Chen, Jim
Cornell, Chris
Cosic, Jay
Dembekjian, Hagop
Dowell, Fred
Dunomes, Victor
Edson, Christy
Edwards, Karen
Fierro, John
Finley, Dwayne
Flores, Cheryl
Flores, Rich
Francis, Victoria
Gatson, Mel
Gaxiola, Stan
Germansky, Greg
Graham, Janetta
Guzman, Carlos
Harding, Melodie
Hay, Mike
Hernandez, Danielle

Hickman, Deon
Issagholian, Cyrus
James Sr, Greg
Jenkins, Johna
Jensen, Eric
Jones, James
Knight, Kathleen
Kon, Michael M.
Kunzman, Mark
Landaverde, Susana
Lavaguino, Steve
Leong, Cindy
Lewis, Deon
Lewis, Herman
Lopez, Sylvia
Manalastas, Aimee
Martin, Diana L.
Martin, Marcel
Matthews, Scott
McGee, Penny-Jane
Moncree, Willie
Nash, Kenneth
Nassraway, Tom
Nave, Jonathan
Nelson, Burt
Norris, Paul
Nugent, Michael
Ogle, Terry
Olsen, Teresa
Osborne, Brenda
Oster, Damaris
Panoo, Dennis
Parzych, Kenny
Peel, Heidi
Perez, Mark
Petropulos, David
Pezzner, Abby
Ponce, Thelma
Pysz, Dana
Rasheed, Salma
Reedus, Terrell
Rivera, Michelle
Roberson, Larry
Ruffin, Spider
Salas, Mike
Sasada, Cliff
Savage, Veronica (Ronni)
Scott, Lisa
Shea, Dan
Smith-Mozee, Keith
Sparks, Tracey
Stokes, Thomas
Svoboda, Nancy
Taylor Sr., Jeffrey
Thomas, Andre' "Ace"
Turner, Edward
utas, Eric
Vallejo, Alfred
Velasquez, Adrienne
Walker, Charles
Wolf, Andy
Woo, Susan
Yamakawa, David
Young, Victor
Zylstra, Jen
Summary of Achieved Outcomes
Sabbatical Leave, Fall 2005 & Spring 2006
Prof. Christopher Bates

- Complete a manual for Art 151 - Intermediate Ceramics and Art 152 - Advanced Ceramics, which will clearly instruct students in:
  - basic glaze chemistry
  - safe handling of raw ceramic materials
  - care and use of gas kiln
Outcome: Entire manual has been edited with additions of sections noted above. Manual is presently being used successfully by students.

- Continue investigation of personal creative work. Combination of slab-built and altered thrown forms and Δ9 - Δ10 mottled glazes.
Outcome: Information and skill developed immediately available to students upon my return to teaching. I have been invited or accepted in seven shows recently and had Cal Poly Pomona purchase one sculpture for their permanent collection. Over 75 test tiles showing effects of Soda firing available to students.

- Complete Artist in Residency (Aug. 18, 2005-Nov. 15, 2005) at Archie Bray Foundation
  Helena, Montana
Immersing myself in an intense dialogue with a diverse group of artists, while creating artworks on a daily basis.
Outcome: Inspiration, new skills, techniques and first hand knowledge of contemporary ceramic artists immediately available to students upon my return to teaching. Current exhibition, FRESH CLAY, is a direct result of my dialogue with this vital group of artists while in residency at the Archie Bray Foundation and my securing funds to produce the first four color brochure for ATKINSON GALLERY.

- Travel to Italy and Mexico.
  In my use of porcelain and teaching a specialized course, Art 153- Porcelain Production; I have begun research on the historic use of the opaque white glaze, maiolica, which was created to mimic the brilliance of white porcelain.
Outcome: Over 200 slides and digitized images have been culled to 50, cogently documenting the Chinese and Persian influence on the development of maiolica and decoration techniques at these two internationally significant sites:
  Deruta, Italy
  Puebla, Mexico
Grant title: INTERPERSONAL COMMUNICATION ENVIRONMENT

Agency to which grant will be submitted: MACARTHUR FOUNDATION

Amount of Grant request: $250,000

Grant Focus: ACADEMIC COUNSELING

Responsible Administrator: GUY SMITH

Projected start date: JANUARY, 2008
Santa Barbara City College
Interpersonal Communication Environment
Innovation Award Application Text

Project Summary (250 words max, typed into on-line form)
Santa Barbara City College through its Serious Game Design Institute seeks to create an Interpersonal Communication Environment (ICE) focused on increasing the capacity of its Academic Planning and Student Counseling Service Center. Through ICE, students and counselors will have the opportunity to interface in a massively multiplayer online (MMO) environment. Academic planning and counseling in a massively multiplayer online game environment is the ideal combination of technology and pedagogy for engaging students in a real time environment with no limit to access. It also has the potential to significantly change the way that academic planning is delivered to students and will result in an institutionalized, long-term student services capacity that can serve as a model for colleges nationwide.

The proposed project will build Santa Barbara City College’s capacity to serve its constituency in a more efficient manner. In any one month, the college’s counselors personally interface with an average of 850 students, however at least another 400 students per month are turned away for lack of schedule availability. By providing services in the MMO environment, not only can the college increase the number of Student Education Plans completed, but ICE will also provide unlimited access to services for students who might not otherwise participate in such services.

Santa Barbara City College is uniquely qualified to execute this project as its statewide serious game initiative is supported by the comprehensive media arts program and the well funded infrastructure which sustains it.

Project Evaluation (250 words max, typed into on-line form)
ICE will be evaluated by the following three criteria:

☐ Number of student in-takes;
☐ Number of Student Education Plans created; and
☐ Number of Student Education Plans completed.

These criteria will be automatically monitored by the MMO and its rule-based programming features. The MMO environment has the unique ability to track and record all usage by all participants. This information can then be easily digested to capture program outcomes.
The significance of SBCC’s Interpersonal Communication Environment (ICE) and the contribution it will make to the field of Digital Media and Learning.

A critical challenge faced by many community colleges today is providing adequate interpersonal communication so that students feel connected and in control of their college experience. There is an increased need for student counseling and academic planning to ensure that students are navigating the diverse class selections and often confusing requirements to achieve their goals whether it be life-long learning, technical training certification, traditional Associate’s degree programs, or university transfer programs. However, with the ever-growing number of students requesting services and ever-decreasing human resources to serve these students, many students are not receiving the kind of mentoring they need to have success with their college program.

Santa Barbara City College (SBCC) serves about 17,000 credit and 45,000 continuing education students, yet only an average of 850 students (1.5%) receive academic planning services in any given month. Another 400 students are turned away for lack of availability of college personnel. So the challenge is how to provide increased access to services for students while efficiently utilizing and preserving human resources of the college.

The answer is moving services into the 3D, real-time environment of a massively multi-player on-line game (MMO). In this environment, barriers to service such as scheduling conflicts, long lines, and parking are eliminated. College staff can work remotely at expanded hours to offer students a wider time range in which to participate such as evenings and weekends.

ICE has the potential to increase the percentage of students that receive these services and complete their individualized student education plans for greater college success. The MMO model for student counseling services has the potential to be replicated at every campus nationwide.

The Overall Impact of ICE

Moving services into the digital on-line environment of the MMO will enable a greater number of students to complete their educational plans and thereby have greater success in achieving their school, career and personal goals. The MMO removes many barriers to service because students and counselors can participate from remote locations rather than being locked into the physical campus with scheduling, parking and other accessibility issues. Also, vast numbers of students are simply socially overwhelmed and intimidated by the current counseling system. Some are embarrassed or feel threatened by the process; some feel awkward and would rather avoid face to face confrontation. In the virtual world of the MMO, students who experience this reluctance to
participate socially, create an avatar, an anonymous persona in which they can feel free to ask their questions, engage in discussion, and make their educational plans.

The Current and Historical Context from which ICE Derives

SBCC was awarded an $800K grant to launch an incumbent worker training program for the Employment and Workforce Initiative of the California Community Colleges Chancellor’s Office. This program is focused on production management training for video game production companies throughout the state. SBCC is also in discussion with a local hospital and a disaster preparedness agency to likewise develop MMO training programs for their first responders and volunteers.

The Future Goal and Potential of ICE

SBCC’s goal for ICE is that the model is replicated throughout the State of California and nationwide. By increasing the capacity of colleges to provide greater individualized academic planning services the goal is that overall attrition rates decline because students will be better prepared.

Goals for ICE in the 12-month Grant Term

Through ICE and the accessibility to services that it would provide, SBCC seeks to double the number of students receiving services from 850 per month to 1,700 per month or 10% of the for credit student body.

ICE Project Personnel and Qualifications

Jim Kiggins: Jim currently serves as director of the Serious Game Design Institute at SBCC. Jim came to Santa Barbara City College from Cerro Coso College with 23 years of teaching on the collegiate level. At Cerro Coso, he was a Professor in Digital Animation and Department Chair in Media Arts, and taught digital animation with Softimage XSI 5, Serious Game Design with Virtueos Dev 4, web animation with Flash Pro 8, digital video production with Premiere Pro 2 and After Effects 7, and digital imaging with Photoshop CS2. Since 1988, he has been producing educational interactive games, motion graphics and effects for broadcast, commercial CDROM/DVD titles, web designs, and animation in parallel.

Gwyer Schuyler, Ph.D: Gwyer has been an academic counselor at SBCC since 1999, specifically the lead online counselor. She has a Master's degree in Counseling from Pacific Oaks College, Pasadena, CA, and her Ph.D. in Higher Education and Organizational Change from UCLA.

Detailed Work and Management Plan and Timeline

January - March 2008:
1) MMO and Counseling Staff to meet to delineate parameters of function within the virtual counseling environment.
2) MMO staff to program functions in the MMO environment.
3) Marketing materials designed and disseminated to student body on program availability.
4) MMO webpage added to SBCC site.

April – June 2008:
1) First students participate in MMO counseling environment on a trial basis.
2) Education Plans developed for all participants.
3) Contact maintained with participants throughout trial period and educational plans monitored.

July – September 2008:
1) First educational plans evaluated.
2) Participant survey conducted.
3) Report based on MMO usage and outcomes produced.
4) Full implementation of MMO project to coincide with fall registration.

October- December 2008:
1) Participants and educational plans monitored.
2) Participation in MMO monitored via internal tracking protocols.
3) Participants surveyed.

January 2009:
1) Results of participant surveys and internal MMO tracking outcomes studied by MMO and counseling staff and report created.
2) Any necessary changes to program implemented based on report.
3) MMO counseling program institutionalized.
**I.C.E. BUDGET SUMMARY**

Digital Media and Learning Competition  
Program Year: 2008-2009  
Interpersonal Communication Environment  
Telephone No.: (805) 965-0581  
District/College: Santa Barbara City College  
Fax No.: (805) 963-7222

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I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and federal regulations.

**Project Director Name/Title**  
(Authorized Signature)  
Date

**District Chief Business Officer**  
(Authorized Signature)  
Date
# SANTA BARBARA CITY COLLEGE
## Co-Curricular Budget 2007-08

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<td>$114,750</td>
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*Auditor's Adjustment to be received in 07-08 for 06-07 Athletic Payment*

Co-Curr Budget 2007-08 For Board Approval 10/17/07
### Santa Barbara City College
2008 – 2009 Academic Calendar

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**Legend**
- △Term begins
- ▽Term ends
- ◆Holiday
- ★Required Flex day
- ( ) Finals

### Summer 2008
6/16/08 – 7/26/08

**June**
- 13 Application Deadline; Summer
- 16 Summer Session Begins
- 16-20 Last Day to Submit Approved Adds & Drops to Receive Tuition/Enrollment Fee Refund & Petition for Credit/No Credit (See CRN for specific dates)
- 30 Filing Deadline for Degree/Certificates

**July**
- 4 Independence Day, Holiday
- 7-9 Last Day to Withdraw from Classes/College (See CRN for specific dates)
- 25 Summer Session Ends

**INTERSESSION 7/28/08 – 8/23/08**

### Fall 2008
8/25/08 – 12/13/08

**August**
- 21-22 Scheduled Faculty Flex
- 23 Application Deadline, Fall Semester
- 23 Last Day for Disqualified Students to Apply for Re-admission
- 25 Fall Semester Begins

**September**
- 1 Labor Day, Holiday
- 6 Late Application Deadline, Fall Semester
- 6 Last Day to Drop Classes and Receive Tuition/Enrollment Fee Refund
- 6 Last Day to Submit Approved Adds
- 26 Last Day to Petition for Credit/No Credit

**October**
- 24 Last Day to Withdraw from Classes/College
- 11 Veteran's Day, Holiday
- 14 Filing Deadline for Degrees/Certificates

**November**
- 27-29 Thanksgiving Vacation
- 6 Last Day of Instruction
- 8-13 Final Exams
- 13 Fall Semester Ends
- 15-1 Jan
- 21 Winter Vacation
- 25 Christmas, Holiday
- 1 New Year's Day, Holiday

### INTERSESSION 1/5/09 – 1/24/09

### Spring 2009
1/26/09 – 5/23/09

**January**
- 19 Martin Luther King Jr. Day, Holiday
- 22-23 Scheduled Faculty Flex Days
- 24 Application Deadline, Spring Semester

**February**
- 7 Late Application Deadline, Spring Semester
- 7 Last Day to Submit Approved Adds
- 13 Lincoln's Day, Holiday
- 16 Washington's Day, Holiday
- 27 Last Day to Petition for Credit/No Credit

**March**
- 27 Last Day to Withdraw from Classes/College
- 20 Mar. 30 – Apr. 4 Spring Break
- 10 Filing Deadline for Degrees/Certificates
- 15 Last Day of Instruction

**April**
- 18-23 Final Exams
- 22 Commencement
- 23 Spring Semester Ends
- 25 Memorial Day, Holiday

### INTERSESSION 5/26/09 – 6/13/09

- Instructional Days Fall 76/91
- Instructional Days Spring 79/94
- Faculty Flex Days 10 (4 scheduled; 6 individual)

**Total** 164/195
Santa Barbara City College
2008 – 2009 Academic Calendar

Summer Session 2008 (6/16/08 – 7/26/08)
June 13 Application Deadline, Summer Session
June 16 Summer Session Begins
June 16 - 20 Last Day to Submit Approved Adds and Drops to Receive Tuition/Enrollment Fee Refund and Petition for Credit/No Credit (See CRN for specific dates)
June 30 Filing Deadline for Degrees/Certificates
July 4 Independence Day, Holiday
July 7 - 9 Last Day to Withdraw from Classes/College (See CRN for specific dates)
July 26 Summer Session Ends

Intersession 2008 7/28/08 – 8/23/08

Fall Semester 2008 (8/25/08 – 12/13/08)
August 21-22 Scheduled Faculty Flex
August 23 Application Deadline, Fall Semester
August 23 Last Day for Disqualified Students to Apply for Readmission
August 25 Fall Semester Begins
September 1 Labor Day, Holiday
September 6 Late Application Deadline, Fall Semester
September 6 Last Day to Drop and Receive Tuition/Enrollment Fee Refund
September 6 Last Day to Submit Approved Adds
September 26 Last Day to Petition for Credit/No Credit
October 24 Last Day to Withdraw from Classes/College
November 11 Veterans Day, Holiday
November 14 Filing Deadline for Degrees/Certificates
November 27-29 Thanksgiving Vacation
December 6 Last Day of Instruction
December 8-13 Final Exams
December 13 Fall Semester Ends
December 15 – January 21 Winter Vacation
December 25 Christmas, Holiday
January 1 New Year's Day, Holiday

Intersession 2009 1/5/09 – 1/24/09

Spring Semester 2009 (1/26/09 – 5/23/09)
January 19 Martin Luther King Jr. Day, Holiday
January 22-23 Scheduled Faculty Flex Days
January 24 Application Deadline, Spring Semester
January 24 Last Day for Disqualified Students to Apply for Readmission
January 26 Spring Semester Begins
February 7 Late Application Deadline, Spring Semester
February 7 Last Day to Submit Approved Adds
February 7 Last Day to Drop and Receive Tuition/Enrollment Fee Refund
February 13 Lincoln's Day, Holiday
February 16 Washington's Day, Holiday
February 27 Last Day to Petition for Credit/No Credit
March 27 Last Day to Withdraw from Classes/College
March 30 – April 4 Spring Break
April 10 Filing Deadline for Degrees/Certificates
May 16 Last Day of Instruction
May 18-23 Final Exams
May 22 Commencement
May 23 Spring Semester Ends
May 25 Memorial Day, Holiday

Intersession 2009 5/26/09 – 6/13/09
November 5, 2007

Jack Friedlander
Executive Vice President, Educational Programs
Santa Barbara City College
721 Cliff Dr.
Santa Barbara, CA 93109-2394

SUBJECT: Certification for Local Approval of Credit Courses

Dear Dr. Friedlander:

California Education Code (CEC) and Title 5 §55100 permit community college districts to approve, without prior approval by the Chancellor of the California Community Colleges, nondegree-applicable credit courses and degree-applicable credit courses which are not part of an approved educational program (commonly known as "stand-alone" courses). This regulation requires that:

➢ The college curriculum committee and all other persons who will be involved in the curriculum approval process have completed training on course approval.
➢ The district will submit certification that all faculty and staff involved in the curriculum approval process have completed training.

Congratulations! Santa Barbara City College is certified to approve stand-alone credit courses in the 2007-2008 academic year.

The process for reporting approved courses is still under development. Notification of the process will be sent to you, your college’s chief information systems officer and to the chair of the college curriculum committee. Information will also be posted on the Chancellor’s Office web site at http://www.cccco.edu/divisions/esed/aa_ir/ips.htm.

Sincerely,

LeBaron Woodyard, Dean
Instructional Programs & Services

Cc: Carole Bogue-Feinour
Stephanie Low
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CONTRACT FOR DEPOSIT OF MONEYS

THIS CONTRACT, relating to the deposit of moneys, made as of the 29th day of November 2007, between Joseph Sullivan (hereinafter designated "Treasurer") acting in his official capacity as Vice Pres, Business Svcs of Santa Barbara Community College ("Treasurer," "Finance Director," etc.) (hereinafter designated "Depositor"), and Santa Barbara Bank & Trust, a division of Pacific Capital Bank, N.A. (hereinafter designated "Depository"), having a paid-up capital and surplus of One hundred fifty nine million seven hundred seventy two thousand two hundred ninety dollars ($159,772,290).

WITNESSETH:

WHEREAS, the Treasurer proposes to deposit in the Depository from time to time, commencing on Nov. 29, 2007, moneys in his custody in an aggregate amount on deposit at any one time not to exceed Twelve Million Dollars ($12,000,000) or the total of the paid-up capital and surplus of the Depository, whichever is the lesser amount, and said moneys will be deposited subject to Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630) of the Government Code of the State of California; and

WHEREAS, said provisions of the Government Code require the Treasurer to enter into a contract with the Depository setting forth the conditions upon which said moneys are deposited; and

WHEREAS, in the judgment of the Treasurer, this contract is to the public advantage;

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. This contract cancels and supersedes any previous contracts between the Treasurer and the Depository relating to the method of handling and collateralization of deposits of moneys.

2. This contract, but not deposits then held hereunder, shall be subject to termination by the Treasurer or the Depository at any time upon 30 days' written notice. Deposits may be withdrawn in accordance with the agreement of the parties and applicable federal and state statutes, rules and regulations. This contract is subject to modification or termination upon enactment of any statute, rule or regulation, state or federal, which, in the opinion of the Administrator of Local Agency Security, is inconsistent herewith, including any change relative to the payment of interest upon moneys so deposited by the Treasurer.

3. Interest shall accrue on any moneys so deposited as permitted by any act of the Congress of the United States or by any rule or regulation of any department or agency of the Federal Government adopted pursuant thereto. If interest may legally be paid, all moneys deposited in accordance with this contract shall bear interest at a rate agreed upon by the Treasurer and the Depository.

4. The Depository shall issue to the Treasurer at the time of each inactive deposit a receipt on a form agreed to by the Depository and the Treasurer, stating the interest to be paid, if any, the duration of the deposit, the frequency of interest payments, and the terms of withdrawal. Each such deposit receipt is by reference made a part of this contract.

5. As security for said deposit, the Depository shall at all times maintain with the Agent of Depository named herein, commencing forthwith, eligible securities having a market value at least 10% in excess of the actual total amount of local agency moneys on deposit with the Depository. If any eligible security is determined by the Administrator of Local Agency Security of the State of California in accordance with Government Code Section 53661 to be not qualified to secure public deposits, additional security shall be substituted immediately by the Depository, as necessary, to comply with the requirements of this Paragraph.

6. Eligible securities are those listed in Government Code Section 53651.

7. The Agent of Depository, authorized by the Treasurer and the Depository to hold the eligible securities posted as collateral under this contract, is BNY Western Trust Company. Said Agent of Depository has filed with the Administrator of Local Agency Security of the State of California an agreement to comply in all respects with the provisions of Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630) of the Government Code. A copy of this agreement is attached hereto.
8. Authority for placement of securities for safekeeping in accordance with Government Code Section 53659 is hereby granted to the Agent of Depository, including placement with any Federal Reserve Banks or branches thereof, and the following banks, other than the Depository, located in cities designated as reserve cities by the Board of Governors of the Federal Reserve System:

   Federal Reserve Bank of San Francisco
   Depository Trust Company

9. If the Depository fails to pay all or part of any deposits of the Treasurer which are subject to this contract when ordered to do so in accordance with the terms of withdrawal set forth on the deposit receipt (which is by reference made a part hereof), the Treasurer will immediately notify, in writing, the Administrator of Local Agency Security. Action of the Administrator in converting the collateral required by Paragraph 5 above for the benefit of the Treasurer is governed by Government Code Section 53665.

10. The Depository may add, substitute or withdraw eligible securities being used as security for deposits made hereunder in accordance with Government Code Section 53654, provided the requirements of Paragraph 5 above are met.

11. The Depository shall have and hereby reserves the right to collect the interest on the securities, except in cases where the securities are liable to sale or are sold or converted in accordance with the provisions of Government Code Section 53655.

12. The Depository shall bear and pay the expenses of transportation to and from the Treasurer’s office of moneys so deposited and the expense of transportation of eligible securities maintained as collateral to and from the designated Agent of Depository. The Depository shall also handle, collect and pay all checks, drafts and other exchange without cost to Depositor.

13. This contract, the parties hereto, and all deposits governed by this contract shall be subject in all respects to Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630) of the Government Code, and of all other state and federal laws, statues, rules and regulations applicable to such deposits, whether now in force or hereafter enacted or promulgated, all of which are by this reference made a part hereof.

IN WITNESS WHEREOF, the Treasurer in his official capacity has signed this contract in duplicate and the Depository has caused this contract to be executed in like number by its duly authorized officers.

TREASURER:

Santa Barbara Community College

By
Vice President, Business Services

DEPOSITORY:

Santa Barbara Bank & Trust, a division of Pacific Capital Bank, N.A.

By
Finance Vice President

By
Treasury Vice President

[CORPORATE SEAL]
WAIVER OF SECURITY

To Whom it may concern:

Pursuant to Section 53653 of the Local Agency Deposit Security Law, a treasurer may, at his or her discretion, waive security for such portions as are insured pursuant to Federal law.

WHEREAS, the Federal Deposit Insurance Corporation as set to $100,000.00, the maximum insurance for public accounts, and,

WHEREAS, it is to the advantage of Pacific Capital Bank to increase the amount of its available collateral to secure the deposits of public accounts, and in so doing, without increasing the risk of the deposits of such public accounts;

NOW, THEREFORE, the authorized agent of the Santa Barbara Community College, a public institution, hereby agrees to waive the security required by Section 53652 of the Local Agency Deposit to $100,000.00 of the deposits of the described public institution. As a condition of the granting of this Waiver of Security, it is understood that Pacific Capital Bank shall continue to maintain approved collateral security for all deposits in excess of $100,000.00 per Section 53652 of the Local Agency Deposit Security Law.

This Waiver shall remain in force as long as the deposit is continuous and the waiver has not been withdrawn by the treasurer.

I am authorized to waive security in the sum of $100,000.00 for deposits held by Pacific Capital Bank.

Local Agency: Santa Barbara Community College
(Public Agency/Account Holder)

By: ______________________________
(Signature of Officer of Public Agency/Account Holder)

Title: Vice President, Business Services
(Position/Title of Officer of Public Agency/Account Holder)

Date: November 29, 2007
PROJECT ASSIGNMENT AMENDMENT
TO ARCHITECTURAL AGREEMENT OF 1/19/06
FOR ADDITIONAL SERVICES

This is a proposed amendment for additional services to the Agreement for Ongoing
Architectural Services ("Agreement") and the Project Assignment Amendment (Exhibit A)
between Santa Barbara Community College District ("District") and John Sergio Fisher and

1. Assigned Project Description: the Completion of Drama/Music Building
Renovation/Modernization.

2. Basic Services:

   Basic Service Phases:
   Pre-Design Programming
   Preliminary Plans
   Working Drawings

   Design Consultancy Included in Basic Services:
   Structural
   Mechanical
   Plumbing
   Electrical
   Telecommunications/Data
   Acoustics, Media, Performing Arts

3. Assigned Project Estimated Construction Costs: Adjusted initial construction contract
   amount $11,963,500; additional cost: $5,747,371; total estimated construction cost
   $17,710,871.

4. Architectural Compensation:
   A. Contract Price:
      i. Lump Sum Fixed Price: The Additional Services Contract Price through to
         completion of working drawings and receipt of DSA approval shall be a lump sum
         of $500,000.
      ii. Percentage of Construction Costs: The contract highs for the assigned project
         should be an amount equal to 9.25% of the construction cost of the assigned
         project. For purposes of payment of portions of the contract price allocated to
         the basic service phases preceding the bidding phase, the estimated
         construction costs are 17,710,871.

   B. Allocation of Contract Price to Phases of Basic Services:
      Pre-design Programming: 5%
      Preliminary Plans: 20%
      Working Drawings: 75%

5. Additional Services Rate Schedule:
The rate schedule shall be as stipulated in Exhibit A with a 5% escalation adjustment.
Additional Basic Services Completion Schedule:
Completion of working drawings and submission to DSA  December 15, 2007
DSA Approval (projected)  May 15, 2008

6. **Termination Clause:**

If the Board of Trustees does not approve the continuation of this amendment on November 29, 2007, the District agrees to pay all costs incurred until notification is received in writing by John Sergio Fisher & Associates, Inc.

This Amendment to the Agreement and Exhibit A constitute the entire agreement between the District and the Architect regarding the Completion of the Assigned Project described above.

Dated: October 18, 2007

"District"
Santa Barbara Community College District
By ___________________________
Joseph E. Sullivan
Vice Pres., Business Services

"Architect"
By __________________________
John Fisher
President
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made between Santa Barbara City College (hereinafter referred to as the College), 721 Cliff Drive, Santa Barbara, CA, 93109-2394, and Strata Information Group (hereinafter referred to as SIG), 3935 Harney Street, Suite 203, San Diego, California 92110.

1. Services

SIG will provide services as directed in the completion of the tasks set forth in Exhibit A, attached to and made a part of this Agreement. SIG agrees to keep the College regularly informed of the progress of work performed under this Agreement.

2. Compensation

The College will pay SIG $155.00 per hour plus reasonable travel expenses to provide the services specified in Exhibit A. SIG will invoice monthly for labor, travel time and travel expenses. Rates for services are effective for 12 months from the date of the agreement, and will increase by $5.00 per hour for each year thereafter. No other increases in the amount or scope of services is authorized without formal amendment to this Agreement.

3. Cancellation of Scheduled Services

The parties agree that once the College and SIG have scheduled a specific time during which SIG will provide services under the terms of this Agreement, the College shall pay SIG for such services as if SIG had performed such services on the date scheduled, unless the College has notified SIG that the College would like to reschedule or cancel the provision of such services at least fifteen (15) business days prior to the date on which SIG is scheduled to perform such services. The College's payment shall include the full cost of scheduled consulting services and all actual out-of-pocket expenses (e.g., non-refundable airline tickets).

4. Term

This Agreement is effective November 1, 2007 and will continue in effect until June 30, 2008. The agreement may be extended if agreed to in writing by both parties. Either party may cancel this agreement with 90 day written notice to the other party.

5. Non-Hire Provision

SIG will not hire any employee of the College, without the College's permission during his or her employment with the College, or for a period of one (1) year after termination of employment with the College. The College will not hire or contract with any employee of SIG, without SIG's permission during his or her employment with SIG, or for a period of one (1) year after termination of employment with SIG.

6. Reports

Any and all files, notes, reports, manuscripts and any other work produced, prepared or developed by SIG as a part of the work under this Agreement are the property of the College and shall be provided to the College upon the termination of this Agreement.

7. Independent Contractor

SIG will control the means and manner in which work is performed under this agreement and, in all respects, SIG's relationship to the College will be that of an independent contractor, not an employee.
PROFESSIONAL SERVICES AGREEMENT

8. Force Majeure

Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including without limitation: acts of God; accident; labor disruption; acts, omissions and defaults of third parties; and official, governmental and judicial action not the fault of the party failing or delaying in performance.

9. Warranty

No warranty is stated or implied regarding the services provided under this Agreement.

10. Indemnification

SIG agrees to and shall indemnify, defend and hold harmless the College, its officers, agents and employees free and harmless from, against and in respect of all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest penalties and reasonable attorneys fees that the College shall incur or suffer, which arise, result from, or relate to the legality and/or enforceability of the Agreement, or actions brought by employees of the College relating to claims arising out of the services rendered by SIG for the College. SIG shall only be liable for those losses, claims, or damages that arise as a result of performance under the terms, conditions, and period of this Agreement which solely and directly result from the negligence of SIG, and shall in no circumstance exceed the amount of this Agreement in aggregate.

11. Limitation of Liability

SIG and the College acknowledge and agree that in no event will SIG’s liability in connection with the services provided by SIG under this agreement exceed the amount actually paid to SIG by the College under this agreement and SIG will not be liable for any special, incidental, or consequential damages, including without limitation loss of profits, loss of data, and loss of revenues, even if informed of the possibility thereof in advance. These limitations apply to all causes of action in the aggregate, including without limitation breach of contract, SIG’s negligence, strict liability, misrepresentation, and other causes of action based on similar legal theories. SIG and the College further acknowledge and agree that they are entering into this agreement on the understanding that the fees for the services provided by SIG under this agreement have been set to reflect the fact that the College’s remedies, and SIG’s liability, shall be limited as expressly set forth in this agreement, and, if not so limited, the fees for the same services would have been substantially higher.

12. Entire Agreement

This agreement does not replace the agreements dated September 1, 2005, July 1, 2007 and November 1, 2007 between the College and SIG.

13. Ownership of Works for Hire

All matters produced under this Agreement shall be works for hire and shall become the sole property of the College. Said works cannot be used for any other client or purposes without the College's expressed written permission. The College shall have all right, title and interest in said matters, including the right to obtain and maintain the copyright, trademark, and/or patent of said matters in the name of the College.
PROFESSIONAL SERVICES AGREEMENT

14. Worker's Compensation Insurance

SIG agrees to procure and maintain in full force and effect worker's compensation insurance covering its partners, employees and agents while said persons are performing services pursuant to this Agreement. In the event that an employee of SIG performing this Agreement files a worker's compensation claim against the College, SIG agrees to defend and hold the College harmless from such claim.

15. Nondiscrimination in Employment

SIG agrees that it will not engage in unlawful discrimination in employment because of race, color, religious creed, national origin, ancestry, physical handicap, marital status, or sex.

For the College: ____________________________  For SIG: ____________________________

Joseph Sullivan  Henry A. Eimstad
Vice President, Business Services  Partner

Date: ___________  Date: ___________

0/27/07
PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A

Statement of Work

Under the terms of this Agreement, SIG will assist the staff of the College to perform the following activities, as directed:

**Reporting Support – Approximately 640 hours**

- Assist SBCC Staff in Generating FTES and MIS reports needed by the state.
- Working with SBCC Staff to coordinate and develop a reporting strategy (includes report consolidation, design, and delivery).
- Assist SBCC Staff with Banner data structure knowledge transfer
- Assist SBCC staff with building report views and data blocks
- Assist in writing reports to quickly address the backlog of report requests. Reports to be completed will be prioritized by SBCC Staff.
EXHIBIT B (Page 1 of 3)
(UPDATED YEARLY)
Reporting Period 2007

VANGENT, INC. Agreement No: 2009-01
School Name: Santa Barbara City College

Standard Service

1. Institution will provide data file of predetermined demographic and enrollment information to Vangent, Inc. (Vangent) at an agreed-upon date, in the Vangent-specified format.

2. Institution will be required to provide summary financial data (Boxes 1 through 7) to Vangent. This summary financial data will be reported to the IRS. The institution understands that accepting and processing this data is a service provided by Vangent at no additional cost. This is separate from the detailed financial data that incurs additional charges.

3. Vangent will print and mail a 1098-T. The date of mailing will depend upon the date when production data is received. Production data received before January 18, 2008 will be mailed before January 31, 2008. Production data received after January 18, 2008 will be placed in the cycle and mailed upon completion of processing.

4. Vangent will provide Institution administrative access to the Vangent website (a service formerly known as Administrative Web Service) to be able to view, update or print student data and order reprinted 1098-Ts from Vangent.

5. Vangent can include up to 6 lines of customized text per Institution on each 1098-T to communicate campus-specific information to students.

6. Vangent will enclose a standard one-page 1098-T information sheet with each 1098-T mailed.

7. Vangent will electronically report all 1098-T files received by January 31, 2008 to the IRS by February 29, 2008.

8. Vangent will make available an electronic archive file to the Institution of all records reported to the IRS by placing the Institution's file on Vangent's web site, available for download. An Institution may request a cartridge, disk, or CD of this data at an additional charge.

8. Additional charge of $1.00 to cover handling and mailing of each 1098-T to a foreign address.

Web Service

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

Full Service

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

Pricing Structure*

Fees

✓ $250 renewal fee for returning Institution

Per record charges

Standard Service (includes Administrative Web Access)

✓ $0.59 per student record for TRA Services

Web Service (includes standard service plus Student Web Access)

☐ $0.74 per student record for TRA Services

Full Service (includes all services above, plus 800 number parent/student customer service)

☐ $1.49 per student record for TRA Services

Optional services

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

✓ $44.00 for hard copy of IRS file

   _____ CD   _____ cartridge   _____ disk

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

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


VANGENT, INC. 

By: ____________________________

Name: ________________

(PRINT NAME)

Title: ________________

(PRINT TITLE)

Date: ____________________________

Santa Barbara City College 

By: ____________________________

Name: Joseph E. Sullivan 

(PRINT NAME)

Title: Vice Pres., Business 

(Srvc.

(PRINT TITLE)

Date: ____________________________

To complete the registration process, please indicate the name and e-mail address of the person who will serve as the contact between your Institution and Vangent for all 1098-T related matters. If you're unsure what this requires, please call 1.800.654.8341 and dial either extension 7928 for Ray Colony or 4967 for Pat Moore.

Barbara Bermudes (Name)

Bermudes@SBCC.EDU (E-mail address)
November 15, 2007

Mr. Joe Sullivan  
Vice President, Business Services  
Santa Barbara City College  
721 Cliff Drive  
Santa Barbara, CA 93109

RE: Proposal for Environmental Support Services  
Revised School of Media Arts (SoMA) Building

Dear Mr. Sullivan:

The following is a time-and-materials, not-to-exceed proposal estimate to conduct a variety of tasks associated with environmental compliance and permitting for the revised School of Media Arts (SoMA) Building on the Santa Barbara City College campus, California. These tasks are described below.

Environmental Impact Report Addendum

The differences between the revised SoMA Building and the previously approved concept will be identified in an Environmental Impact Report Addendum required under the California Environmental Quality Act (CEQA). This includes preparation of the new project description, figures, and analysis of impacts. An internal draft and final electronic version will be provided.

Long Range Development Plan Revisions (LRDP)

Revisions to the existing campus LRDP will be prepared, as requested by the California Coastal Commission staff. An internal draft and final electronic version will be provided.

California Coastal Act Documentation

Revisions to the approved Public Works Plan Amendment and Notice of Impending Development will be prepared, based on the EIR Addendum and amended LRDP. An internal draft and final electronic version will be provided. This also includes correspondence with Coastal Commission staff.

Meetings

Meeting attendance will include project team attendance with SBCC staff and architects, Coastal Commission staff, and a meeting with the Coastal Commission.
Budget

The time and materials fee provided in this proposal represents an estimate of the anticipated level of effort required to complete the tasks described in the proposal, based on the project scope, and regulatory requirements. Due to the uncertain nature of the Coastal Commission process, should the actual effort required to complete the tasks be less than anticipated, the time and materials amount billed will be less than the estimated fee. Conversely, should the actual effort to complete the proposed tasks be greater than anticipated, additional fee authorizations will be requested prior to completion of the work. No work in excess of the proposed fee or outside of the proposed scope of work will be performed without written authorization.

Report Preparation:
Principal Archaeologist: 120 hours @ $160 hr. $19,200
Document Production/Graphics: 8.0 hour @ $ 80 hr. $ 640

TOTAL TIME AND MATERIALS ESTIMATE: $19,840

If this letter proposal is acceptable to you, please sign below and return a copy of this letter at your earliest convenience. If you have any questions regarding this proposal or require additional information, please do not hesitate to give me a call at (805) 963-0651, ext. 3525. I may also be e-mailed at dstone@dudek.com.

Sincerely yours,

[Signature]

David Stone, RPA
Environmental Planning Project Manager

Accepted By:

[Signature]

JOSEPH E. SULLIVAN, VICE PRESIDENT, BUSINESS SERVICES

Name

NOVEMBER 29, 2007

Date
November 1, 2007

Ms. Julie Hendricks
Facilities & Operations
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109

Physical Science Building Renovation
Labor Compliance Services

Hoffman Associates, Inc. will act as a Labor Compliance Officer for the Santa Barbara City College to provide the general and specific quality control and accountability necessary to assure that the highest standards of the Department of Industrial Relations and the Santa Barbara City College are maintained. The diligent application of state mandated labor compliance will be strictly adhered to and proper documentation will be maintained in full.

Labor Compliance
The Hoffman Associates, Inc. Labor Compliance Officer will provide expertise in labor compliance as it relates to public works prevailing wage requirements mandated by the Department of Industrial Relations. Hoffman Associates, Inc. will direct those parties involved on the proper procedures and specific documents that will be needed as the project progresses. Should there be a claim filed or noncompliance to DIR standards by the involved parties, Hoffman Associates and their counsel will notify Santa Barbara City College. Santa Barbara City College will assume responsibility for mitigation as directed by the DIR. Hoffman Associates and their counsel will be available for consultation on any claims or noncompliance issues.

The Hoffman Associates, Inc Labor Compliance Officer duties shall include the following:
- Attend job start meeting, LCO will discuss the federal and state labor law requirements applicable to the contract, including prevailing wage requirements, the record keeping responsibilities, the requirement for submittal of certified payroll records to the Owner, and the prohibition against discrimination in employment.
- Provide a Checklist of Labor Law Requirements to contractor and each subcontractor.
- Provide a signed agreement to the Owner by the LCO and contractor's representative regarding the understanding reached at the job start meeting regarding contractors and sub contractor's duties.
- Provide a Labor Compliance Program package to the Contractor, which will include the Checklist, applicable prevailing wage rates, blank certified payroll forms, fringe benefit statements, State apprenticeship requirements, and a copy of the labor code.
- Maintain a detailed record of all documentation received from contractor and subcontractor for viewing by DIR or Owner representative should a request be made.
- Make periodic job site visits for crew interviews to verify crew is being paid according to Labor Law Requirements.
Labor Compliance Officer will make thorough weekly audits of all certified payroll, timecards, and all other reports during the progression of the project.
Direction will be give to the Owner and contractor to cease payments to parties in violation of Labor Codes until an agreement has been made and amount of fines and forfeitures has been ascertained.

The Owner shall be responsible for the following:
- Correspondence will be maintained with Labor Commissioner should there be a need to report a willful violation of Labor Codes
- The Owner will take responsibility for any violations and will take proper enforcement action as mandated by the DIR

Labor Compliance documentation required by the Labor Compliance Officer:
- DAS 140 form from the general contractor and each subcontractor
- DAS 142 form from the general contractor and each subcontractor
- Certified Payroll Records, which reflect the name, address, social security number, and work classification of each employee; the straight time and overtime hours worked each day and each week; the fringe benefits; and the actual per diem wages paid to each employee in connection with the public works project as required by law
- Apprentice Training Fund Contribution Records
- Statement of Compliance Record to accompany each certified payroll
- Authorization to Certify letter
- Fringe Benefit Form
- Statement of Non Performance
- Dailies upon request
- Timecards upon request
- Union Information and Payment Records
- Processed Payroll Checks upon request
- Wage Determinations as published by the Department of Industrial Relations
- Correspondence Documentation Records
- Claim and Dispute Records
- Project Contact Lists
- List of Sub-Contractors
- Insurance Information upon request

Fee Schedule

Labor Compliance Verification $50.00 per hour
Subcontractor / Counsel cost

It is anticipated that Labor Compliance will take approximately 8 hours per week for the anticipated duration of the contract of October 2007 through June 2008 (approximately 39 weeks). The expected cost is anticipated not to exceed $15,600.00 which includes no costs for Counsel. The rates above include per diem, office supplies and travel to the job site every other week or as necessary. Hoffman Associates will only invoice for hours worked.

Gail Hoffman

Julie Hendricks
EXPERIENTIAL TRAVELS
with
SANTA BARBARA CITY COLLEGE
AGREEMENT
FOR A
WINTER BREAK PROGRAM
IN
INDIA
WINTER BREAK 2007/2008

WHEREAS, SANTA BARBARA COMMUNITY COLLEGE DISTRICT (hereinafter referred to as "District") requested a proposal for a winter break program in India and

WHEREAS EXPERIENTIAL TRAVELS submitted an acceptable bid, District and EXPERIENTIAL TRAVELS hereby agree to the following:

1. DATES OF THIS AGREEMENT. This agreement shall be in effect from December 28, 2007, to January 17, 2008 (dates are subject to change).

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

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

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

- Send enrollment information and housing request forms to EXPERIENTIAL TRAVELS as students are accepted. This information should include name as in the passport, age, passport number, expiry date and gender of the students as well as of the faculty who will be traveling with the students. Further this information should reach EXPERIENTIAL TRAVELS via email (email id experientialseries@gmail.com) no later than November 20, 2007 so as to make their domestic air and train bookings.

1. OPERATION OF THE PROGRAM. Jointly, SBCC and EXPERIENTIAL TRAVELS shall develop and operate the Winter Break Program in India with responsibilities assigned as follows:

- The program begins in New Delhi and ends in Bangalore.
♦ Students are required to make all arrangements for transportation to Delhi and from Bangalore if not traveling with group. EXPERIENTIAL TRAVELS agrees to arrange individual airport transfers at an additional cost of $50 per program participant.
♦ SBCC will send the itinerary details to EXPERIENTIAL SERIES via email (email id: experiencialseries@gmail.com) for such students no later than November 10, 2007.
♦ SBCC has no responsibility for students on the termination of the program, January 17th, 2008.

* EXPERIENTIAL SERIES has no responsibility of the students once the students leave with the group or separately from Bangalore to take the flight back to LA on January 17, 2008.

* EXPERIENTIAL SERIES has no responsibility for the students’ behavior during the entire duration of the program including instruction times.

2. SBCC:

SBCC shall select program director.

SBCC shall select and evaluate students for the program.

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

SBCC shall conduct pre-departure briefings for students.

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

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

SBCC shall send the full payment to EXPERIENTIAL TRAVELS no later than November 15, 2007 to its Bangalore office, which is registered at B – 64 Diamond District, Airport Road, Bangalore 560 008, by wire transfer - remitting the payment into the bank account in Bangalore and sending the remittance copy through e-mail.

EXPERIENTIAL TRAVELS:

For a per student comprehensive academic program fee of $2,520 based on a minimum number of 18 students, $2,480 based on a minimum number of 20 program participants; or $2,395 for a group of 21 or more program participants, EXPERIENTIAL TRAVELS agrees to the following:

EXPERIENTIAL TRAVELS shall arrange for housing, classroom space, and transportation, organize field trips, and interface between the students and host institutions.

EXPERIENTIAL TRAVELS agrees to provide the services of a full-time tour manager for all cities, dedicated fully to the group at no additional cost.
EXPERIENTIAL TRAVELS staff or anyone recruited by EXPERIENTIAL TRAVELS to assist in the program will not be held responsible for the student's attendance and participation either in the class or various activities on any given day during the program.

EXPERIENTIAL TRAVELS shall arrange for classroom or conference room space big enough to accommodate the entire group with a LCD projector during the 20 hours per week for a period of two weeks during the period from December 30th, 2007 and January 16th, 2008.

EXPERIENTIAL TRAVELS shall provide air-conditioned coach to receive group at New Delhi international airport for the group arriving by Cathay Pacific CX 885 from LA and take them to the hotel in New Delhi as well as to drop the group at Bangalore international airport for the group traveling by Thai Airways TG 326 to LA, local in-city transportation, as well as train transportation and/or air transportation for all scheduled excursions and field trips in India. Students are required to make all arrangements for transportation to Delhi and from Bangalore if not traveling with group. EXPERIENTIAL TRAVELS agrees to arrange individual airport transfers at an additional cost of $50 per program participant.

EXPERIENTIAL TRAVELS shall arrange for student housing in centrally located hotels for the duration of the program (double occupancy in a twin-bedded room with private facilities). The foregoing to include daily breakfast and some additional meals, including Welcome and Farewell dinners and a Gala Dinner in Agra on New Year’s Eve.

All other meals and activities in the free time are not the responsibility of EXPERIENTIAL TRAVELS staff or their associates.

1. EXPERIENTIAL TRAVELS shall provide hotel accommodations in a double room for SBCC program director at double occupancy rates until Jaipur and single occupancy rates in Mysore and Bangalore at no additional cost to THE DISTRICT, and shall pay for program director’s domestic airfare, all other transportation, lodging, all included meals and entrances on all program excursions and field trips.

EXPERIENTIAL TRAVELS agrees to arrange field excursions to areas of cultural or historic interest. All field trips include services of an English-speaking tour guides, transportation and entrance fees, where applicable. As per the attached program itinerary, field trips include excursions to the destinations listed below:

1. Guided and escorted city tours of Old Delhi (including visits to the Red Fort and the Street Bazaar) and New Delhi (including Qutub Minar, India Gate), Agra (including visit to the Taj Mahal, Agra Fort and Itmad-ud Daula Tomb), Jaipur (including Jeep/elephant ride in Amber fort), Mysore (including visits to the Palace of Maharaja of Mysore, Chamundeshwari Temple), and Bangalore (including Lalbagh Gardens, Vidhan Soudha)
2. Morning and afternoon safari in the Ranthambore National Park
3. Visits to various Indian and Indian offices of international corporations and educational institutions
ITEMS INCLUDED FOR SBCC STUDENTS AND PROGRAM DIRECTOR:

This cost includes:

- Double room on sharing basis for students. Double room for the program director with double occupancy rates till Jaipur and single occupancy rates in Bangalore and Mysore.
- Daily breakfast and some additional meals, including Welcome and Farewell dinners for students and 1 program director.
- Gala Dinner on New Year's Eve in Agra for students and 1 program director.
- Visits to the various business organizations and educational institutions as mentioned in the itinerary.
- Group transfers to/from hotel from/to airport in India by air-conditioned Coach for the group reaching New Delhi by Cathay Pacific CX 885 and departing from Bangalore by Thai Airways TG 326.
- Escorted and guided sightseeing tours by air-conditioned Coach.
- Local in-city transportation.
- All train travel in India for students and 1 program director.
- Domestic air travel in India for one sector Jaipur – Bangalore for students and 1 program director.
- Entrance fees at all historic monuments as per the itinerary for students and 1 program director.
- Services of full time Tour Manager for all cities, dedicated wholly to the group.
- Jeep/ Elephant Ride in Amber Fort in Jaipur for students and 1 program director.
- Canter Safari in Ranthambore, Rajasthan – 02 Safaris in National Park (01 Safari in the morning and another one in the afternoon) for students and program director.
- 4.89% Service Tax.
- Travel and medical insurance for students and 1 program director.
- Trip cancellation insurance for students and 1 program director.

Cost does not include:

- International airfare to/from India.
- Any airport taxes.
- SBCC fees.
- Passport and Visa fees.
- Meals not specifically mentioned above.
- Additional payment for travel companion of the program director.
- Any expenses of personal nature, such as tips and gratuities, phone calls, drinks, and any other items not specifically listed as included.
- Increases in service tax, if any.

NO MODIFICATION OF AGREEMENT. This Agreement constitutes the full and complete understanding of the parties on the subject, hereof, and supersedes all prior understanding or agreements on that subject. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

CONTROLLING LAW. This agreement is made in California and its terms and conditions shall be construed in accordance with the laws of the State of California, excluding that body of law applicable to conflicts of law. Travel Contractor warrants and agrees that any suit brought by District or any Study Abroad participant against Travel Contractor based upon this Agreement may be brought in any California court of competent jurisdiction as to the amount of such claim.

NOTICES. All notices required to be served upon EXPERIENTIAL TRAVELS shall be served by registered or certified mail, return receipt requested, to:
Ms. Naina Lal  
EXPERIENTIAL TRAVELS  
B 64 Diamond District  
Airport Road  
Bangalore India 560 008

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

Ms. Carola Smith  
Senior Director, International Programs  
Santa Barbara City College  
721 Cliff Drive  
Santa Barbara, CA  93109

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

SANTA BARBARA CITY COLLEGE  

Title:  
Date: 

EXPERIENTIAL TRAVELS  

Title:  
Date:  NOVEMBER 29, 2007
RESOLUTION OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

RE: DRAMA/MUSIC BUILDING MODERNIZATION PROJECT, PHASE TWO

WHEREAS, the Santa Barbara Community College District, pursuant to State approval of a Final Project Proposal (FPP) for the Drama/Music building, authorized preparation and submission of preliminary plans for said modernization in the Winter/Spring, 2006; and

WHEREAS, in preparing these preliminary plans, it was determined that the cost of addressing all of the modernization issues articulated in the FPP substantially exceeded the State funding authorized for the project; and

WHEREAS, at that time the District was unable to commit local funds to this project, the preliminary planning was "value-engineered" to reduce the projected construction costs to equal the level of State funding while retaining the program scope of the project as stipulated to the State in the FPP; and

WHEREAS, the reduced preliminary plans were submitted to the State and approved for funding of working drawings and construction; and

WHEREAS, those elements of the FPP that were "value-engineered" out of the preliminary plans submitted to the State were deemed by the Theatre and Music Departments as essential to maintaining the quality of their programs and the level of "state-of-the-art" instruction that SBCC needs to offer, said elements became identified for possible local funding at a future time and identified as "Phase Two;" and

WHEREAS, the Academic Senate, on advice from its Planning and Resources Committee, the Student Senate, and the College Planning Council have repeatedly and consistently recommended that "Phase Two" of the Drama/Music modernization project be fully funded as part of the initially proposed and executed construction plan; and

WHEREAS, the Santa Barbara Community College District Board of Trustees, on September 27, 2007, authorized a transfer of funds to enable the project architect to proceed with developing plans and working drawings for a complete modernization project that includes "Phase Two;" and

WHEREAS, the Santa Barbara Community College District is giving serious consideration to authorizing a Capital Construction General Obligation Bond measure for the November 2008 district and statewide general election; and

WHEREAS, the Santa Barbara Community College District Board of Trustees has also identified a variety of alternative funding sources should such a bond measure not be authorized or approved;
NOW, BE IT THEREFORE RESOLVED, that the Santa Barbara Community College District authorizes the completion of plans for the Drama/Music Building Modernization project that includes "Phase Two;" and

BE IT FURTHER RESOLVED, that the Santa Barbara Community College District authorizes District funding for this addition to the State funded portion of the project construction, not to exceed eight million dollars ($8,000,000); and

BE IT FURTHER RESOLVED, that the Santa Barbara Community College District approves the submission of the revised plans and a request for a change in scope for the Drama/Music Modernization project to the State and does agree to the Board of Governors' Project Terms and Conditions; and

BE IT FINALLY RESOLVED that the President of the Board of Trustees and the Secretary/Clerk of the Board of Trustees are authorized to sign the project terms and conditions certification on behalf of the Board of Trustees.

PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College District this 29th day of November 2007 by the following vote:

Ayes:

Noes:

Absent:

Concur:

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

RE: SCHOOL OF MEDIA ARTS LEED CERTIFICATION
(Leadership in Energy and Environmental Design)

WHEREAS, SBCC wants to be a leader in sustainable practices and show a commitment to environmental responsibility to students and surrounding community; and

WHEREAS, SBCC wants to make sound investments in infrastructure that will decrease environmental degradation, maintenance and operations costs, and use of resources while providing a healthy work and study environment; and

WHEREAS, SBCC looks for innovative ways to educate students such as the integration of campus design and building with curriculum including CAD/drafting, the Construction Academy, Environmental Studies, and Business; and

WHEREAS, SBCC wants to take advantage of new and developing funding opportunities for campuses that adopt and formally commit to sustainable practices;

NOW, THEREFORE, BE IT RESOLVED that the Santa Barbara Community College District approves the design of the School of Media Arts Building according to environmentally sound specifications in order to obtain LEED certification;

BE IT FURTHER RESOLVED that the District pursue funding related to design and construction costs of LEED specifications.

PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College District this 29th day of November 2007 by the following vote:

Ayes:

Noes:

Absent:

Concur:

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

I - RECITALS

1.1 This Agreement (this "Agreement") is entered into on this 29th day of November 2007 by and between SANTA BARBARA COMMUNITY COLLEGE, DISTRICT, hereinafter referred to as "COLLEGE," and Kaplan Aspect, Inc., a California corporation, hereinafter referred to as "KAPLAN ASPECT."

1.2 KAPLAN ASPECT and COLLEGE are currently parties to an agreement dated September 2005 (the "2005 Agreement") pursuant to which KAPLAN ASPECT leases facilities from COLLEGE which KAPLAN ASPECT uses to conduct intensive English language course for speakers of other languages which agreement is expiring.

1.3 COLLEGE and KAPLAN ASPECT have agreed upon terms and conditions upon which KAPLAN ASPECT shall continue to occupy the facilities after the expiration of the 2005 Agreement which terms and conditions are set forth below.

II - TERM

2.1 Beginning June 1, 2008, KAPLAN ASPECT shall occupy the Facilities, as defined below, pursuant to the terms of this Agreement for a period of three (3) years (the "Initial Term").

2.2 KAPLAN ASPECT shall have the right to renew this Agreement for two (2), one (1) year option periods which KAPLAN ASPECT may exercise by providing written notice to COLLEGE at least Ninety (90) days prior to the end of the Initial Term or applicable extension term; provided, however, that KAPLAN ASPECT shall not be entitled to exercise either renewal option while it is in default under this Agreement.
III - ACADEMIC PROGRAM REQUIREMENTS

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

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

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

IV - ACADEMIC AND ADMINISTRATIVE FACILITIES

4.1 COLLEGE shall provide buildings ECC 16, 17, 18, 19, 20 and 21 (the "Facilities") for the exclusive use of KAPLAN ASPECT provided however that COLLEGE reserves the right to substitute one or more of the buildings with another building of equal size. KAPLAN ASPECT shall use the Facilities for its ESL program and related administration thereof and for no other purpose. The KAPLAN ASPECT program will be held on a Monday-through-Friday basis between 7:30 a.m. and 9:00 p.m. KAPLAN ASPECT shall obtain the prior written consent of the COLLEGE if it desires to conduct any activities outside of these hours. Classrooms and exterior premises made available to KAPLAN ASPECT will be maintained as a part of the COLLEGE’s regular maintenance schedule except that KAPLAN ASPECT shall be solely responsible for any damage or diminution in value to any of the COLLEGE’s property that results from KAPLAN ASPECT’s use or occupancy of the Facilities other than normal wear and tear. Within the Facilities, KAPLAN ASPECT will provide reasonable facilities for its
III - ACADEMIC PROGRAM REQUIREMENTS

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

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

IV - ACADEMIC AND ADMINISTRATIVE FACILITIES

4.1 COLLEGE shall provide buildings ECC 16, 17, 18, 19, 20 and 21 (the "Facilities") for the exclusive use of KAPLAN ASPECT provided however that COLLEGE reserves the right to substitute one or more of the buildings with another building of equal size. KAPLAN ASPECT shall use the Facilities for its ESL program and related administration thereof and for no other purpose. The KAPLAN ASPECT program will be held on a Monday through Friday basis between 7:30 a.m. and 9:00 p.m. KAPLAN ASPECT shall obtain the prior written consent of the COLLEGE if it desires to conduct any activities outside of these hours. Classrooms and exterior premises made available to KAPLAN ASPECT will be maintained as a part of the COLLEGE's regular maintenance schedule except that KAPLAN ASPECT shall be solely responsible for any damage or diminution in value to any of the COLLEGE's property that results from KAPLAN ASPECT's use or occupancy of the Facilities other than normal wear and tear. Within the Facilities, KAPLAN ASPECT will provide reasonable facilities for its
administrative and faculty needs. Such space shall be equipped with such telephones, computers, photocopy machines and telefax equipment that are in the Facilities at the expiration or termination of the 2005 Agreement which Equipment is provided in its "AS IS" condition (collectively, the "Equipment"). KAPLAN ASPECT shall be solely responsible for the maintenance, repair and replacement of said Equipment and upon the termination or expiration of this Agreement shall return the Facilities with the Equipment in good working order, reasonable wear and tear excepted. SBCC will maintain air conditioning equipment and computer access lines for the duration of the contract. KAPLAN ASPECT shall be required to pay for any phone service and calls made from the Facilities. COLLEGE will pay for all other utilities.

4.2 Subject to compliance with reasonably rules and regulations of the COLLEGE, COLLEGE will also make available to KAPLAN ASPECT's administrative staff, faculty and students the COLLEGE's library, cafeteria and bookstore, as they are regularly open and available to SANTA BARBARA CITY COLLEGE students. Library checkout privileges, however, are limited to those students enrolled in the Life Fitness or other SBCC credit course. Enrollment in any COLLEGE credit course will require that the student pay prevailing international student tuition and fees. COLLEGE will also allow all qualified KAPLAN ASPECT students to enroll in the Life Fitness class within the first 9 weeks of a regular semester, or prior to the end of the first week of a summer session, which will allow students all privileges of regularly matriculated SANTA BARBARA CITY COLLEGE STUDENTS. KAPLAN ASPECT students shall be issued SBCC identification cards, which will permit them to have access to these facilities.
4.3 KAPLAN ASPECT's is not entitled to any designated or free parking on the COLLEGE campus. KAPLAN ASPECT's staff and faculty agree to park in beachfront (Harbor) parking area and are responsible for obtaining harbor parking permits.

V. FACILITY CHARGES

5.1 As consideration for the Facilities and other commitments of COLLEGE hereunder, KAPLAN ASPECT shall pay COLLEGE usage fees (the "Fees") at the weekly rate of Forty One Dollars and Twenty Cents ($ 41.20) per participating student which Fees shall be increased as follows:

<table>
<thead>
<tr>
<th>Date of Increase</th>
<th>Per Student Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Anniversary</td>
<td>$42.44</td>
</tr>
<tr>
<td>Second Anniversary</td>
<td>$43.71</td>
</tr>
<tr>
<td>First Option, if applicable</td>
<td>$45.02</td>
</tr>
<tr>
<td>Second Option, if applicable</td>
<td>$46.37</td>
</tr>
</tbody>
</table>

5.2 All Fees will be paid on the following basis: KAPLAN ASPECT will provide COLLEGE a correct and true account of the number of students enrolled in its various programs each month by the twentieth calendar day of the following month, unless the twentieth calendar day falls on a weekend or holiday in which case KAPLAN ASPECT will provide said true and correct account by the first business day prior to the twentieth calendar day of the following month. KAPLAN ASPECT will submit payment based on the monthly account using a format (invoice template) agreed to by COLLEGE and KAPLAN ASPECT. Any late payments shall accrue interest at the rate of ten percent (10%) per annum.

5.3 KAPLAN ASPECT guarantees to COLLEGE that it shall enroll not less than 60 students per week for during the Initial Term and any renewal or extension term. KAPLAN ASPECT agrees that it will be financially responsible for the Fees set forth in Paragraph 5.1 for a minimum of 60 students regardless of the actual number of students enrolled with KAPLAN ASPECT.
5.4 On or before March 1, 2007, KAPLAN ASPECT shall pay COLLEGE the sum of One Million Dollars ($1,000,000) in consideration for this Agreement which payment shall be off-set the Fees or any other amounts that KAPLAN ASPECT may need to pay COLLEGE hereunder such that KAPLAN ASPECT will not need to make another payment to COLLEGE until it has exhausted an aggregate credit of $1,000,000.

5.5 KAPLAN ASPECT shall fully cooperate with one another in conducting any accounting or audit to ensure the accuracy of amounts billed or paid. KAPLAN ASPECT shall promptly pay any amounts that any audit or accounting reveals should have been paid along with interest thereon from the payment should have been made at ten percent (10%) per annum.

VI - MAINTENANCE AND REPAIRS

6.1 COLLEGE shall provide the Facilities to KAPLAN ASPECT, as set forth within this Agreement, COLLEGE agrees that said Facilities shall, at the time said Facility is being made available, be clean and in a state of good repair. COLLEGE agrees to provide maintenance as set forth elsewhere within this Agreement as to the Facilities. Notwithstanding the foregoing, KAPLAN ASPECT shall be responsible for any and all damage or destruction to the Facilities or any personal property or equipment therein resulting from KAPLAN ASPECT's use and occupancy of the Facilities excluding normal wear and tear. KAPLAN ASPECT shall be responsible for maintaining the interior of the Facilities (other than janitorial cleaning which shall be provided by COLLEGE) and all personal property or equipment therein in good condition and repair while it occupies the Facilities.

VII - LIABILITY AND INSURANCE

7.1 KAPLAN ASPECT shall, at its own cost, procure and maintain insurance as set forth below.
7.2 KAPLAN ASPECT shall procure and maintain general liability insurance and property damage insurance insuring against claims for personal injury, bodily injury, or property damage based upon or arising in connection with KAPLAN ASPECT’s use, occupancy or maintenance of the Facilities in an amount of not less than $1,000,000.00 per occurrence or in the aggregate.

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

7.4 KAPLAN ASPECT shall further be required to maintain worker’s compensation insurance with respect to its staff and all of its employees. KAPLAN ASPECT acknowledges and agrees that its employees shall not be considered employees of COLLEGE and its students shall not be considered students of the COLLEGE (unless they have otherwise enrolled with the COLLEGE as described herein) for any purpose whatsoever and it is fully understood that any medical insurance provided to KAPLAN ASPECT staff shall be solely at its own expense.

7.5 All of the insurance specified herein under items 7.2 through 7.4 shall be issued by an insurance company with a rating of no less that “A,” VIII by Best Insurance Guide. All of said insurance shall designate SANTA BARBARA CITY COLLEGE as an additional insured under said policies and shall provide that said policies shall be primary and not secondary to any coverage maintained by COLLEGE and may not be canceled upon less than 30 days written notice to COLLEGE. KAPLAN ASPECT shall provide COLLEGE evidence of insurance as stipulated in Paragraphs 7.2 through 7.4 by submitting certificates of insurance to the Office of Administrative Services on or before June 1 of each year.
7.6 KAPLAN ASPECT agrees to indemnify and hold COLLEGE harmless from any liability, loss, damage, costs, attorney fees and all other claims for expenses asserted against the COLLEGE which arise from KAPLAN ASPECT’s use and occupancy of the Facilities and the other COLLEGE facilities including but not limited to claims for injuries to persons or properties occasioned by attendance at, or participation in KAPLAN ASPECT’s program. KAPLAN ASPECT agrees, upon reasonable and timely notice from the COLLEGE, to join with the COLLEGE in any action resulting against the COLLEGE that may arise out of KAPLAN ASPECT’s program. KAPLAN ASPECT shall indemnify and hold the COLLEGE harmless for all amounts made in settlement of claims against the COLLEGE arising from this Agreement, or for all claims occasioned by attendance at or participation in KAPLAN ASPECT’s program; however, the COLLEGE agrees not to settle any such claims without the prior written consent of KAPLAN ASPECT. In the event that KAPLAN ASPECT desires to contest any claim asserted against the COLLEGE, it shall have the right to do so provided that it assumes and pays all costs associated therewith as well as any final judgment.

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

7.8 In the event the Facilities or any portion thereof is damage or destroyed which causes KAPLAN ASPECT to reduce the number of students that can participate in it program on a weekly basis, then the COLLEGE, at its option, can either relocate KAPLAN ASPECT to substantially equivalent space on or around the COLLEGE campus and this Agreement shall remain in full force and effect, or rebuild and reconstruct the Facilities during which time the payments hereunder shall be abated but only in proportion to the number of students that
KAPLAN ASPECT cannot continue to maintain in its program due to the loss of the Facilities. In the event that more than 50% of the Facilities are destroyed or become unusable and COLLEGE cannot offer any replacement space, either party may terminate this Agreement on thirty days written notice to the other unless the destruction results from the negligent or wrongful acts of KAPLAN ASPECT in which case KAPLAN ASPECT shall be liable therefore.

**VIII - STUDENT CONDUCT**

8.1 KAPLAN ASPECT students shall be provided, upon enrollment, with a copy of SANTA BARBARA CITY COLLEGE's student regulations. KAPLAN ASPECT shall ensure that its students fully comply therewith to the extent clearly not applicable.

8.2 COLLEGE reserves the right to exercise its discretion in the event of any disagreement with KAPLAN ASPECT as to the conduct of KAPLAN ASPECT students, including the right to dismiss KAPLAN ASPECT students from the program where deemed necessary in the sole discretion of COLLEGE. The COLLEGE's Dean of Educational Programs or designee shall jointly and/or individually share this responsibility on behalf of the COLLEGE. The COLLEGE's decision shall be the final and conclusive with respect to these matters.

**IX - DEFAULT PROVISION**

9.1 In the event of a default by KAPLAN ASPECT of the provisions set forth herein, COLLEGE shall provide thirty days written notice, which notice shall specify the nature of the default and the steps KAPLAN ASPECT must take to cure the default. KAPLAN ASPECT shall cure said default within said thirty day period, unless the nature of the default is such that it cannot reasonably be completed within thirty days, in which event said default shall be cured as soon as reasonably possible but in no event longer than sixty days. In the event said default is not cured as provided for herein, COLLEGE shall have the sole option to declare this Agreement
terminated. In said event, KAPLAN ASPECT, its staff and students, shall within 30 days relinquish possession of the Facilities occupied by them provided that KAPLAN ASPECT continues to pay all amounts due hereunder and otherwise complies with the material terms hereof. For purposes of rights of possession to any portion of the Facilities provided for herein, this Agreement shall be deemed a license agreement only and not that of a landlord/tenant relationship and that no interest in real property is leased hereunder. Nothing herein shall be construed as restricting or denying to COLLEGE any other right in law or equity, which it otherwise might have. Notwithstanding the foregoing, in the event that the COLLEGE determines that the acts or omissions of KAPLAN ASPECT or its staff or students are creating a risk of harm to persons or property, the COLLEGE may require KAPLAN ASPECT to take immediate action to address the issue or, if COLLEGE determines it appropriate to do, may intervene and take action itself and KAPLAN ASPECT shall reimburse COLLEGE for any cost and expense that COLLEGE may incur in taking such action. KAPLAN ASPECT agrees to at all times provide COLLEGE with access to the Facilities for COLLEGE to monitor KAPLAN ASPECT's use of the Facilities and take such other actions as COLLEGE deems necessary as set forth herein.

9.2 In the event of any failure of performance on the part of COLLEGE of its obligations under this Agreement, KAPLAN ASPECT shall give written notice to COLLEGE. Said notice shall specify with particularity the exact failure of performance. COLLEGE shall have 30 days to cure said default unless the nature of the same is such that it requires more than 30 days to cure in which case COLLEGE shall have a reasonable time to cure so long as it commences to do so within 30 days of receipt of KAPLAN ASPECT's notice. COLLEGE shall not be deemed in default under the same terms of this AGREEMENT unless it has failed to cure
said failure of performance within the time periods provided within this Agreement. In no event shall COLLEGE be liable under any contract, negligence, strict liability or other legal or equitable theory for any lost profits, or indirect, special consequential or incidental damages under this Agreement.

9.3 With the exception of payment obligations for prior performance and reimbursement for outstanding advances made under this Agreement, neither COLLEGE nor KAPLAN ASPECT will be liable for the failure to perform their respective obligations under the Agreement due to a force majeure event such as natural or national disasters, civil disorder or disturbance, terrorism, war, riot, vandalism, strikes, sabotage, weather and energy-related closing, governmental rules or regulations, or like causes beyond the reasonable control of such party.

9.4 In the event (i) there is an earthquake or other natural disaster in or around the seven-county Southern California area or (ii) there is a war involving the United States of America (other than the current war in Iraq), or (iii) policies are introduced by the United States Department of State and/or Bureau of Citizenship and Immigration Services which severely restrict or eliminate the ability of international students to obtain student visas, and such event has a substantial adverse impact on KAPLAN ASPECT's ability to attract students to its program or on its program functions on the Property, KAPLAN ASPECT may within (30) days of such event, deliver written notice to COLLEGE that such event has adversely affected KAPLAN ASPECT's program. Within fifteen (15) days after the receipt by COLLEGE of such notice, the parties agree to meet to discuss proposed changes to the terms of this Agreement. If within said fifteen (15) day period, the parties cannot mutually agree to an adjustment in the terms of this Agreement, then either party will have the right to terminate the Agreement.
exercisable by written notice to the other party within thirty (30) days after said meeting but no later than. If KAPLAN ASPECT fails to deliver timely notice of the occurrence of an event described in this paragraph or if either party fails to deliver timely notice to terminate the Agreement pursuant to the provisions of this paragraph, the Agreement will continue in force and effect.

X - NOTICE

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

TO KAPLAN ASPECT: TO SANTA BARBARA CITY COLLEGE:
Attn: Marsha Harrington Attn: Joseph E. Sullivan
Vice President, Western Region Vice President, Business Services
KAPLAN ASPECT Education Santa Barbara City College
3700 State Street, Suite 210 721 Cliff Drive
Santa Barbara, CA 93105 Santa Barbara, CA 93109

XI - ASSIGNMENT AND DELEGATION

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

12.1 This Agreement constitutes the entire Agreement between the parties. Any prior agreement pertaining to the subject matter of this contract, whether written or oral, or any prior negotiations or representations pertaining thereto including but not limited to the 2005 Agreement are superseded as of the date of, and by the execution of, this Agreement and shall have no force and effect. This provision is intended as an integration clause.

12.2 The entire relationship between the parties is as characterized herein. The parties shall not be deemed partners, joint venturers as having any other legal relationship than as set forth herein. Neither party shall be deemed responsible for the losses of liabilities of the other and neither shall have any claim to any interest in the profits of the other. SBCC will not enter into an agreement with a third party that places another ESL program on the SBCC campus. COLLEGE acknowledges that KAPLAN ASPECT’s program and materials are proprietary to KAPLAN ASPECT and COLLEGE shall not use any materials or know-how obtained from KAPLAN ASPECT or the KAPLAN ASPECT program to the extent such information is protected by valid copyrights.

12.3 KAPLAN ASPECT is permitted to use the COLLEGE name, campus, photographs and program information in KAPLAN ASPECT sales and marketing materials which authorization is subject to revocation by COLLEGE if COLLEGE believes the use is inappropriate or not reasonable under the circumstances. Conversely, COLLEGE is authorized to reference the KAPLAN ASPECT program in its public materials.

12.4 Except as otherwise described in Section 12.3 above, after the date of the signing of this Agreement, neither party shall characterize nor make reference to the nature of this
Agreement in any promotional material or use the name of the other party, without having first obtained the express written consent of said party.

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

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

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

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

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

Marsha Harrington for KAPLAN ASPECT, Inc.

Joseph E. Sullivan, Vice President
Santa Barbara Community College District
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Re: INTERNAL BUDGET TRANSFERS - FISCAL YEAR 07-08

WHEREAS, the Santa Barbara City College District Board of Trustees on June 28, 2007, 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>Object</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund - Unrestricted</td>
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</tr>
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<td><em>Allied Health Repairs By Vendor</em></td>
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<td>400000-Supplies and Materials</td>
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<td>Description</td>
<td>Fund</td>
<td>Object</td>
<td>Increase</td>
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PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College

District this 29th of November 2007, by the following vote:

Ayes:

Noes:

Absent:

Concur:

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: Additional Revenue 2007-2008

WHEREAS, additional revenue not included in the 2007-2008 Adopted Budget has been received and needs to be appropriated, and

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

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

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<th>Program</th>
<th>Revenue Fund</th>
<th>Object</th>
<th>Amount</th>
<th>Fund</th>
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<td>12212</td>
<td>200000</td>
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<tr>
<td>TANF</td>
<td>12240</td>
<td>814000</td>
<td>$  (3,730)</td>
<td>100000</td>
<td>$  200</td>
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<td>200000</td>
<td>$  (745)</td>
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<td>$  (3,689)</td>
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<td>400000</td>
<td>$   504</td>
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<td>Total New Money</td>
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<td></td>
<td>$  (3,730)</td>
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</tbody>
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PASSED AND ADOPTED BY THE Board of Trustees of the Santa Barbara Community College District on the 29th day of November 2007, by the following vote:

Ayes:
Noes:
Absent:
Concur:

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

AIA DOCUMENT G701

OWNER (X)
ARCHITECT (X)
CONTRACTOR (X)
FIELD ( )
OTHER ( )

PROJECT:
(name, address)
S.B.C.C.
TEMPORARY BUILDINGS ACCESS IMPROVEMENTS

CHANGE ORDER NO: ONE (1)
DATE: July 23, 2007

SANTA BARBARA COMMUNITY COLLEGE DISTRICT
SANTA BARBARA COUNTY, CALIFORNIA

ARCHITECTS PROJECT NO: 2007.23
CONSTRUCTION CONTRACT NO: BID #619
CONTRACT DATE: NTP July 5, 2007

TO:
(Contractor)
CARROLL CONSTRUCTION CO., INC.
216 E. Gutierrez
Santa Barbara, CA 93101
The Contract is changed as follows:
Contractor shall perform the following Items of work described in
PCO#001 dated 7/23/07, PCO#002 dated 7/23/07, PCO#003 dated
7/23/07, PCO#04 dated 7/17/07, PCO#005 dated 7/23/07, PCO #006 dated

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

The original (Contract Sum) (Guaranteed maximum Price) was $ 409,824.00
Net change by previously authorized Change Orders $ 0
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was $ 409,824.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of
$ 19,785.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be $ 429,609.00

The Contract Time will be (increased) (decreased) (unchanged) by (0) days.
The Date of Substantial Completion as of the date of this Change Order therefore is July 26, 2007

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

ARCHITECT
RJC, INC.
Address
PO Box 60202
Santa Barbara, CA 93160-0202
BY:
DATE:

CONTRACTOR
Carroll Construction Co., Inc.
Address
216 E. Gutierrez St.
Santa Barbara, CA 93101
BY: Everett Ribe
DATE: 7-25-07

OWNER
Santa Barbara Community College District
Address
721 Cliff Drive
Santa Barbara, CA 93109-2394
BY:
DATE:
Change Order

AIA DOCUMENT G701

PROJECT:
(name, address)
S.B.C.C.
TEMPORARY BUILDINGS ACCESS IMPROVEMENTS

SANTA BARBARA COMMUNITY COLLEGE DISTRICT
SANTA BARBARA COUNTY, CALIFORNIA

CHANGE ORDER NO: TWO (2)
DATE: October 11, 2007

ARCHITECTS PROJECT NO: 2007.23
CONSTRUCTION CONTRACT NO: BID #619

ARCHITECT:
RJC, INC.
PO Box 60202
SANTA BARBARA, CA 93160-60202

TO:
(Contractor)
CARROLL CONSTRUCTION CO., INC.
216 E. Gutierrez
Santa Barbara, CA 93101

DATE: NTP July 5, 2007

The Contract is changed as follows:
Contractor shall perform the following Items of work described in
PCO#008 dated 8/8/07, PCO#009 dated 8/8/07, PCO#010 dated 8/13/07,
PCO#011 dated 8/28/07, PCO#012 dated 9/13/07, PCO#013 dated
9/13/07, PCO#014 dated 9/17/07, and PCO#015 dated 9/18/07

The original (Contract Sum) (Guaranteed Maximum Price) was
$ 409,824.00
Net change by previously authorized Change Orders
$ 19,785.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was
$ 429,609.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased)
(unchanged) by this Change Order in the amount of
$ 24,018.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be
$ 453,627.00

The Contract Time will be (increased) (decreased) (unchanged) by (0) days.
The Date of Substantial Completion as of the date of this Change Order therefore is
July 26, 2007

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

ARCHITECT
RJC, INC.
Address
PO Box 60202
Santa Barbara, CA 93160-0202

CONTRACTOR
Carroll Construction Co., Inc.
Address
216 E. Gutierrez St.
Santa Barbara, CA 93101

OWNER
Santa Barbara Community College District
Address
721 Cliff Drive
Santa Barbara, CA 93109-2394

BY:

DATE: 10-15-07

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.