
2005-06 to 47% in 2010-2011.

Objective 17. The number of students that transfer to other four-year colleges or universities will increase by a minimum of 5% from 435 in 2005-06 to 2006-07 to 48% in 2007-08 to 44% in 2008-09 to 48% in 2009-10.

Objective 16. The number of certificates awarded will increase by 8% from 1,392 in 2007-08 to 1,484 in 2010-2011.

Objective 15. The Fall 2007 number of Associate Degrees awarded will remain stable at 2,200.

Objective 14. The first-fall persistence rate for new non-exempt first-time full-time students will increase from 55.3% from Fall 2006 to Fall 2007 to 57% from Fall 2007 to Fall 2008 to 59.7% from Fall 2008 to Fall 2009 to 59% from Fall 2009 to Spring 2010.

Objective 13. The first-to-second semester persistence rates of new non-exempt (non-exempt from the matriculation process) first-time, full-time students (12 or more units) will increase from 35.9% from Fall 2006 to Spring 2007 to 39.7% from Fall 2007 to Spring 2008 to 42.3% from Fall 2008 to Spring 2009 to 43.1% from Fall 2009 to Spring 2010.

Objective 12. The percentage of students that successfully complete online classes will increase from 39.6% in Fall 2007 to 43% in Fall 2008 to 45% in Fall 2009 and 44.7% in Fall 2010.

Objective 11. The percentage of students that successfully complete their courses with a grade of "C" or higher or "P" will increase from 70.9% in Fall 2006 to 72.2% in Fall 2007 to 73.5% in Fall 2008 to 74.7% in Fall 2009 to 74.6% in Fall 2010.

Objective 10. Increase the success of students enrolled in credit courses through innovative instruction and student support programs that address the needs of diverse college populations.

Objective 9. Increase the number of transfer students that complete their courses with a grade of "A" or "C" in a transferable Mathematics course and a UC course.

Approved by the College Planning Council on October 7, 2008.
October 24, 2008
College Plan 2008-2011
Objective 1.1 The percentage of new to SBCC students who enroll in a basic skills math course and later progress to a higher level math class will increase from 2007 to 2009.

Objective 1.2 The percentage of new to SBCC students who enroll in a Basic Skills English course and later progress to a higher level English class will increase from 2007 to 2009.

Objective 1.3 The percentage of students from the Fall 2007 cohort that enroll in and successfully complete English 100 or higher within three years will increase from 2007 to 2009.

Objective 1.4 The percentage of those students that enroll in a college-level math course and successfully complete within a three-year period with a higher level math class will increase from 78% in the Fall 2004 cohort to 72% in the Fall 2007 cohort.

Objective 1.5 The percentage of those students that enroll in a college-level English course and successfully complete within a three-year period with a higher level English class will increase from 78% in the Fall 2004 cohort to 72% in the Fall 2007 cohort.

Objective 1.6 The number of students that complete certificates or degrees in career technical programs will increase by a minimum of 5% from 2010-2011 to 2011-2012.

Objective 1.7 In the 2010-2011 timeframe, earn 75% of the degree.

Objective 1.8 By January 2009, establish baseline data and annual targets to increase the number of Transfer Prepared students from 2008-2009 to 2009-2010.

Goal 1.9 Some time between Summer term 2009 & Spring term 2011

College Plan 2008-2011

Approved by the College Planning Council on October 7, 2008

October 22, 2008

College Plan 2008-2011
Objective 1.18 The fall-to-fall persistence rate will increase from 71.4% in 2010 to 74.4% in 2011.

Objective 1.19 The annual successful course completion rate for credit Basic Skills courses will increase from 76.9% in 2008 to 81.6% in 2011.

Objective 1.20 The annual successful course completion rate for credit Basic Skills courses will increase from 62.5% in 2008 to 65.5% in 2011.

Objective 1.21 The improvement rate in credit Basic Skills will increase from 56.6% in 2008 to 59.6% in 2011.

Objective 1.22 The improvement rate in credit Basic Skills will increase from 56.6% in 2008 to 59.6% in 2011.

Objective 1.23 The improvement rate in credit Basic Skills will increase from 56.6% in 2008 to 59.6% in 2011.

Objective 1.24 By Spring 2011, develop the College's Master Educational Plan and start its implementation.
Objective 2.4: Establish baseline data for number of students in enriched funded courses that transition to credit and increase this number by 2% by the end of academic year 2010-2011.

Objective 2.3: Establish baseline data for the number of students being served by the non-credit multilingual/student support services program and increase students served by a minimum of 5% by the end of academic year 2010-2011.

Objective 2.2: Increase Continuing Education enhanced funded courses by 1% by 2010-2011.

School GED, ESL and short-term vocational programs by end of academic year 2008-2009.

Objective 2.1: Establish baseline data for course completion, persistence and enrollment for enriched funded courses in the Adult High School General Education, ESL and Short-Term Vocational programs by end of academic year 2008-2009.

Address the needs of a diverse college population.

Goal 2: Increase the success of students in the Continuing Education Division through innovative instruction and support programs that course program and institutional SLOs.

Objective 1.24: By September 2009, establish annual objectives for the performance of students expected to meet or exceed standards established in course, program and institutional Student Learning Outcomes.

Objective 1.23: By August 2009, establish baseline data for student performance in course, program and institutional Student Learning Outcomes that meet or exceed the performance criteria for achieving the course, program, and institutional SLOs.

By the start of the Fall 2009 semester, the college will establish the baseline rate for his objectives for increasing the percentage of students who successfully complete their initial ESL courses that is two or more levels below college transfer level and earn a grade of "A", "B", "C", "D", "F", "C+", "C-, "C-" in a higher-level ESL course or a college-level English course within three years.

By the start of the Fall 2009 semester, the college will establish the baseline rate for this objective for increasing the percentage of students enrolled in a college level course or a higher-level ESL course within three years.

Objective 1.22: Improvement rate in credit ESL will increase from 56.9% in 2008 to 60% in 2011. (Measure defined as the percentage of students enrolled in a college level course or a higher-level ESL course within three years.)
<table>
<thead>
<tr>
<th>Objective 4.2</th>
<th>Establish benchmarks for assessment of workplace satisfaction.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Objective 4.1</td>
<td>Increase by 2% each year the number of female and minority candidates applying for faculty, staff and administrative positions in development of faculty, staff and administrators.</td>
</tr>
</tbody>
</table>

**Goal 4. Strengthen programs for students of the college by utilizing best practices for recruitment, workplace satisfaction and professional development of students and the community:**

| Objective 3.4 | By 2011, a minimum of 12 fully online skills competency awards, certificate and degree programs will be offered to meet the needs of students and the community. |
| Objective 3.3 | Increase by 2010-2011, the percentage of used textbook sales as a percentage of overall textbook sales from 18% in 2006-07 to a minimum of 21% in 2010-2011. Each percentage increase in the availability of used text books will reduce the average per book cost by $25 per $1000 required. |

| Objective 3.2 | Implement the 2008-2011 Enrollment Management Plan. |
| Objective 3.1 | Achieve the College's annual state-funded enrollment cap. |

**Goal 3. Increase access to education for all segments of the community that can benefit from the College’s programs and services:**

| Objective 2.6 | Develop an annual learning outcomes cycle in all non-credit courses starting in Fall 2009. |
| Objective 2.5 | Initiate the Student Learning Outcomes Cycle in all non-credit courses eligible for enhanced funding and complete the cycle in 1/3 of the courses per year beginning academic year 2009-2010. |

| Objective 2.4 | By Fall 2009, the College Planning Council on October 7, 2008 approved the College Planning Council on October 22, 2008. |

College Plan 2008-2011
Objective 6.1: Develop and implement a comprehensive decision support system to provide easy and prompt access to data and to recover the budget.

Goal 6. Establish college-wide accountability systems that are based on quantitative and qualitative data and linked to planning and governance processes.

Objective 5.2: In 2009-10, develop and implement a plan that responds to the evaluation of each constituency group's effectiveness in the shared structures and processes and conduct the evaluation.

Objective 5.1: In 2008-09, develop a framework for regular evaluation and improvement of institutional shared governance and decision-making structures and processes.

Goal 5. Ensure that the college has effective shared governance and decision-making structures and processes.

Approved by the College Planning Council on October 7, 2008

October 22, 2008
College Plan 2008-2011
Goal 8. Create an optimal physical and technologically environment that ensures the best service to students and the local community.

Goal 7. Implement the long range capital construction plan.

Goal 6.5 By Spring 2009, complete the Continuing Education software conversion, implementation related business practices needed to support this implementation and associated third party software applications and related business processes in the context of this implementation.

Goal 6.2 During 2008-09, complete and implement the first cycle of operational and student support services program reviews and the revised institutional program reviews. Integrate all program reviews into college planning processes, linking the program reviews findings to college-wide planning and resource allocation.

Objective 8.2 To the extent fiscally possible, make progress towards providing universal access to existing and new facilities.

Objective 8.1 Improve the utilization rate of facilities and other college resources in instruction and student support programs.

Objective 7.3 Recycle at least 60% of the College’s overall waste as recorded and determined by the SCCC Institute Waste Management Bill.

Objective 7.2 By June 2011, complete a minimum 50% of the deferred maintenance projects included in the bond funding.

Objective 7.1 To the extent fiscally possible, design and construct all buildings and major modernization projects following LEED standards.

Approved by the College Planning Council on October 7, 2008
October 22, 2008
College Plan 2008-2011
Objective 8.3 Explore the results of the accessibility assessment study to be completed in 2008-09 and use the results to develop an ADA Transition Plan.

Objective 8.4 Evaluate the results of the accessibility assessment study to be completed in 2008-09 and use the results to develop an ADA

Objective 8.3 Develop and implement guidelines and adhere to Section 508 standards for procurement of electronic and information technology.

Approved by the College Planning Council on October 7, 2008
October 22, 2008
College Plan 2008-2011
BP 2320  SPECIAL AND EMERGENCY MEETINGS

Reference: Government Code Section 54956; Education Code Section 72129

Special meetings may be called by the President of the Board or by a majority of the members of the Board. Notice of such meetings shall be posted at least 24 hours before the time of the meeting, and shall be noticed in accordance with Brown Act requirements. No business other than that included in the notice may be transacted or discussed.

Emergency meetings may be called by the President of the Board when prompt action is needed because of actual or threatened disruption of public facilities under such circumstances as are permitted by the Brown Act, including work stoppage, crippling disasters, and other activity that severely impairs public health or safety.

No closed session shall be conducted during an emergency meeting, except as provided for in the Brown Act to discuss a dire emergency.

The Superintendent/President shall be responsible to ensure that notice of such meetings is provided to the local news media as required by law.
BP 2330 QUORUM AND VOTING

Reference: Education Code Sections 72000(d)(3), 81310 et seq., 81365, 81511, 81432; Government Code Section 53094; Code of Civil Procedure Section 1245.240

A quorum of the Board shall consist of four members.

The Board shall act by majority vote of all of the membership of the Board, except as noted below.

No action shall be taken by secret ballot.

The following actions require a two-thirds majority of all members of the Board:
- Resolution of intention to sell or lease real property (except where a unanimous vote is required);
- Resolution of intention to dedicate or convey an easement;
- Resolution authorizing and directing the execution and delivery of a deed;
- Action to declare the District exempt from the approval requirements of a planning commission or other local land use body;
- Appropriation of funds from an undistributed reserve;
- Resolution to condemn real property.

The following actions require a unanimous vote of all members of the Board:
- Resolution authorizing a sale or lease of District real property to the state, any county, city or to any other school or community college district;
- Resolution authorizing lease of District property under a lease for the production of gas.
BP 2340   AGENDAS

Reference: Government Code Sections 54950, et seq., 6250 et seq.; Education Code Sections 72121, 72121.5

An agenda for the meetings shall be provided by the Superintendent/President. An agenda shall be posted adjacent to the place of meeting at least 72 hours prior to the meeting time for regular meetings. The agenda shall include a brief description of each item of business to be transacted or discussed at the meeting. The regular order of business may be changed by consent of the Board of Trustees. Items may be added to the agenda by the Board of Trustees and/or the Superintendent/President. If requested, the agenda shall be provided in appropriate alternative formats so as to be accessible to persons with a disability.

No business may be acted on or discussed which is not on the agenda, except when one or more of the following apply:

- a majority decides there is an "emergency situation" as defined for emergency meetings;
- two-thirds of the members (or all members if less than two-thirds are present) determine there is a need for immediate action and the need to take action came to the attention of the Board subsequent to the agenda being posted;
- an item appeared on the agenda of and was continued from a meeting held not more than five days earlier.

The order of business may be changed by consent of the Board.

The Superintendent/President shall establish administrative procedures that provide for public access to agenda information and reasonable annual fees for the service.

Members of the public may place matters directly related to the business of the District on an agenda for a Board meeting by submitting a written summary of the item to the Superintendent/President. The written summary must be signed by the initiator. The Board reserves the right to consider and take action in closed session on items submitted by members of the public as permitted or required by law.
BP 2345   PUBLIC PARTICIPATION AT BOARD MEETINGS

Reference: Government Code Section 54954.3, 54957.5 Education Code 72121.5

The Board shall provide opportunities for members of the general public to participate in the business of the Board.

Members of the public may bring matters directly related to the business of the District to the attention of the Board in one of two ways:

1. There will be a time at each regularly scheduled board meeting for the general public to discuss items not on the agenda.
   Members wishing to present such items shall submit a written request at the beginning of the meeting to the Superintendent/President that summarizes the item and provides his or her name and organizational affiliation, if any. No action may be taken may be taken by the Board on such items.

2. Members of the public may place items on the prepared agenda in accordance with Board Policy 2340.
BP 2350  SPEAKERS

Reference: Government Code Sections 54950, et seq.; Education Code Section 72121.5

Persons may speak to the Board either on an agenda item or on other matters of interest to the public that are within the subject matter jurisdiction of the Board.

Oral presentations relating to a matter on the agenda, including those on the consent agenda shall be heard before a vote is called on the item.

Persons wishing to speak to matters not on the agenda shall do so at the time designated at the meeting for public comment.

Those wishing to speak to the Board are subject to the following:

1. The President of the Board may rule members of the public out of order if their remarks do not pertain to matters that are within the subject matter jurisdiction of the Board or if their remarks are unduly repetitive.

2. Non-scheduled substitutes may not speak in place of scheduled speakers unless alternates have been submitted on the original request.

3. Employees who are members of a bargaining unit represented by an exclusive bargaining agent may address the Board under this policy, but may not attempt to negotiate terms and conditions of their employment. This policy does not prohibit any employee from addressing a collective bargaining proposal pursuant to the public notice requirements of Government Code Section 3547 and the policies of this Board implementing that section.

4. They shall complete a written request to address the Board at the beginning of the meeting at which they wish to speak.

5. The request shall include the person’s name and name of the organization or group represented, if any, and a statement noting the agenda item or topic to be addressed.

6. No member of the public may speak without being recognized by the President of the Board.

7. Each speaker will be allowed a maximum of five minutes per topic. Twenty minutes shall be the maximum time allotment for public speakers on any one subject regardless of the number of speakers at any one-board meeting. At the discretion of the Board President, these time limits may be extended.

8. Each speaker coming before the Board is limited to one presentation per specific agenda item before the Board, and to one presentation per meeting on non-agenda matters.

Formerly: BP 0450 and 0460
Revisions approved by the Board May 11, 1998
BP 2355 DECORUM

Reference: Education Code Section 72121.5; Government Code Section 54954.3 (b)

The following will be ruled out of order by the presiding officer:

- Remarks or discussion in public meetings on charges or complaints, which the Board has scheduled to consider in, closed session.
- Profanity, obscenity and other offensive language.
- Physical violence and/or threats of physical violence directed towards any person or property.
- Allegations against officers and/or employees of the District.

In the event that any meeting is willfully interrupted by the actions of one or more persons so as to render the orderly conduct of the meeting unfeasible, the person(s) may be removed from the meeting room.

Speakers who engage in such conduct may be removed from the podium and denied the opportunity to speak to the Board for the duration of the meeting.

Before removal, the President of the Board will make a warning and a request that the person(s) curtail the disruptive activity. If the behavior continues, the person(s) may be removed by a vote of the Board, based on a finding that the person is violating this policy, and that such activity is intentional and has substantially impaired the conduct of the meeting.

If order cannot be restored by the removal in accordance with these rules of individuals who are willfully interrupting the meeting, the Board may order the meeting room cleared and may continue in session. The Board shall only consider matters appearing on the agenda. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this rule.
BP 2360  MINUTES

Reference: Education Code Section 72121(a)

The Superintendent/President shall cause minutes to be taken of all meetings of the Board. The minutes shall record all actions taken by the Board. The minutes shall be public records and shall be available to the public. If requested, the minutes shall be made available in appropriate alternative formats so as to be accessible to persons with a disability.
BP 2710  CONFLICT OF INTEREST

Reference:
Government Code Sections 1090, et seq.; 1126; 87200, et seq.;
Title 2, Sections 18730 et seq.

Board members shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members.

A Board member shall not be considered to be financially interested in a contract if his or her interest is limited to those interests defined as remote under Government Code Section 1091 or is limited to interests defined by Government Code Section 1091.5.

A Board member who has a remote interest in any contract considered by the Board shall disclose his or her interest during a board meeting and have the disclosure noted in the official board minutes. The Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract.

A Board member shall not engage in any employment or activity that is inconsistent with, incompatible with, in conflict with or inimical to his or her duties as an officer of the district.

In compliance with law and regulation, the Superintendent/President shall establish administrative procedures to provide for disclosure of assets of income of Board members who may be affected by their official actions, and prevent members from making or participating in the making of board decisions which may foreseeably have a material effect on their financial interest.

Board members shall file statements of economic interest with the filing officer identified by the administrative procedures.

Board members are encouraged to seek counsel from the District's legal advisor in every case where any question arises.

See Administrative Procedures AP 2710
BP 2715  CODE OF ETHICS-STANDARDS OF PRACTICE

Reference: Accreditation Standard IV.B.1.a, e, & h

The Board maintains high standards of ethical conduct for its members. Members of the Board are responsible to:

1. Introduction: Mission and Core Principles the College

MISSION: Santa Barbara City College is committed to the success of each student, providing a variety of ways for students to access outstanding and affordable higher education programs that foster lifelong learning. SBCC works to ensure academic success for all students as they earn a degree or certificate, prepare for transfer, or gain the occupational competencies and academic skills needed to advance in their careers.

The college serves all segments of its diverse community by maintaining quality programs, by collaborating with local organizations to identify new educational needs and develop programs to meet those needs, and by continually expanding its efforts to meet the educational needs of traditionally underserved groups. The college responds to the needs of the South Coast community by offering a comprehensive continuing (adult) education program and developing programs that support economic development. As part of that larger community, SBCC is also committed to valuing the dynamic diversity of the community and to adopting sustainable practices and exercising good citizenship.

SBCC promotes student learning and development through the attainment of Institutional Student Learning Outcomes that measure student achievement in critical thinking, problem-solving and creative thinking; communication; quantitative analysis and scientific reasoning; social, cultural, environmental and aesthetic perspectives; information, technology and media literacy; and personal, academic and career development.

CORE PRINCIPLES: Santa Barbara City College encourages and supports instructional improvement and innovation that increases the quality and effectiveness of its programs based upon these core principles:

- Policies, practices and programs that are student-centered
- Shared governance involving all segments of the College community
- An environment that is psychologically and physically supportive of teaching and student learning
Santa Barbara Community College District Policy  

Governing Board

- A free exchange of ideas in a community of learners that embraces the full spectrum of human diversity
- A commitment to excellence in all college endeavors

2. Standards of Conduct

Each member of the Board of Trustees will:

- Hold the educational welfare of the students of the District as his/her primary concern. Insofar as possible, show concern and interest for student accomplishments by attending student ceremonies and events.
- Respect the office of Trustee and in no way misuse the power inherent in the office.
- Ensure that the District maintains equality of opportunity for all students regardless of race, creed, sex, age, disability, or national origin.
  - Protect, advance and promote the interest of the community as a whole. Exercise independent judgment without bias in favor of private interests or partisan political groups.
  - Uphold, implement, and enforce all laws and codes applying to the District.
  - Act as an instigator and promoter of change through legal and ethical procedures.
  - Recognize and actively communicate that authority rests with the Board in its legally constituted meetings and not with individual members or committees.
  - Attend and participate in all meetings, insofar as possible, having prepared for discussion and decision by reviewing all agenda materials.
  - Conduct all business of the Board in open public meetings, unless, in the judgment of the Board and for purposes permitted by law, it is more appropriate to hold a closed session.
  - Maintain confidentiality of Board discussions held in closed sessions of the Board.
  - Avoid any situation that may constitute a conflict of interest. Inform the Board or the Board President when a matter under consideration might involve or appear to involve such a conflict.
  - Abstain from participation in discussion and voting on any issue where such a conflict of interest or appearance of such conflict might arise.
  - Enhance his/her effectiveness as a Trustee through study of contemporary educational issues, through such means as staying current on relevant publications and conferences designed to improve Board member effectiveness.
  - Use appropriate channels of communication.
  - Respect others; acting with civility.
  - Promote and maintain good relations with other Board members by:
    - Keeping an open mind and listening to other facts and points of view.
    - Respecting the opinions of others and abiding by majority rule.
    - Working with other Board members in a spirit of harmony and cooperation, and giving courteous consideration to others’ opinions.
  - Promote a healthy work relationship with the Superintendent/President and the staff by:
Santa Barbara Community College District Policy

Governor Board

- Appointing and nurturing an effective Superintendent/President and supporting his/her administrative recommendations by maintaining a climate of "no surprises."
- Supporting District personnel in the appropriate performance of their duties and assuring that they have the needed responsibility, authority and, within fiscal limitations, the resources to perform effectively.
- Referring complaints, criticisms, and grievances through appropriate channels as previously agreed upon and reflected in Board policies.
- Be an advocate for the District in the community by encouraging support for and interest in the College.

The functions of the Board of Trustees shall be legislative, and it shall act as a policy-forming body. It shall consider questions of general educational policy and shall place the responsibility for the implementation of Board-adopted policies directly in the hands of the District Superintendent as executive officer of the Board.

The Board of Trustees shall give due consideration to legal requirements and limitations, to sound educational procedures, and to the interest of the public it represents.

The Board of Trustees shall strive to maintain a sound and superior college program with respect to range and scope, breadth and quality, school plant and equipment, and personnel; and to adapt the educational program as far as possible to the needs, interests, aptitudes, abilities and capabilities of all youth and adults within the College District.
BP 2725 BOARD MEMBER COMPENSATION

Reference: Education Code Section 1090, 35120, 72425

The District shall provide actual and necessary expenses incurred by Board Members in authorized travel and school business in connection with conferences and professional meetings. (Ed. Code, Sec. 72423)

The District may provide for travel expenses necessary to attend regular, monthly, annual, and special meetings of the Board at the rate to be determined by the Board, but not to exceed the allowable current Internal Revenue Service rate.

In accordance with Ed. Code Section 72425, Board Members will be entitled to receive compensation for Board meetings to the extent provided by law.

Members of the Board who attend all board meetings shall receive $400 per month. A member of the Board who does not attend all meetings held by the Board in any month shall receive, as compensation, an amount not greater than the pro rata share of the number of meetings actually attended.

A member of the Board may be paid for a meeting when absent if the Board, by resolution, finds that at the time of the meeting the member is performing services outside the meeting for the community college district, is ill, on jury duty, or the absence is due to a hardship deemed acceptable by the Board.
BP 2735    BOARD MEMBER TRAVEL

Reference: Education Code Section 72423

Members of the Board shall have travel expenses paid whenever they travel as representatives of and perform services directed by the Board.
November 11, 2008, as "Veterans Day"

VETERAN'S DAY PROCLAMATION
by the Santa Barbara Community College District
Board of Trustees

Santa Barbara City College is aware that our opportunities and freedoms have been borne by the sacrifices of our nation’s veterans and some are students, staff and faculty here at Santa Barbara City College. On November 11, 2008 we honor all our veterans and pay special respects to those who made the ultimate sacrifice in the service of our country.

To the courageous veterans of the United States – and especially to you living here in Santa Barbara, California – we at Santa Barbara City College express our profound gratitude for your noble, selfless work. You fortified our nation through your deeds in the armed forces, and your lives and the accounts of your bravery continue to inspire others to action. We are proud to join Americans throughout the world in thanking each of you for your incredible service.

May this Veterans Day be a reflective, gratitude-filled time as we remember those who sacrificed to protect the promise of the American dream, and may we also remember and pray for the brave troops who currently serve our nation.

NOW, THEREFORE, We the Santa Barbara Community College District Board of Trustees do hereby proclaim November 11, 2008, as “Veterans Day.”

Dr. Andreea Serban Superintendent/President,
Santa Barbara City College and

Desmond O’Neill, President
Santa Barbara Community College District
Board of Trustees
Educational Programs
Minimum Qualification Equivalency

NAME                      DISCIPLINE     BACKGROUND

FACK, Pamela               Accounting      EDUCATION:
                           Certified Payroll Profession by the Certification Board of the

                           EXPERIENCE:
                           2002-Present: Payroll Manager, QAD, Inc., Summerland, CA
                           1999-2002: Payroll Operations Administrator, Paramount
                           Pictures Corporation, Hollywood, CA
                           1998-99 (3 Mo.) Payroll tax analyst
                           1995-98: Payroll clerk, City of Des Plaines, IL
                           1992-95: Utility billing clerk, City of Des Plaines, IL

HALL, Sadie                Reading         EDUCATION:
                           B.A., Sociology, minor in English, California State University,
                           San Diego (1975)
                           Secondary Teaching Credential, San Diego State (1976)
                           Graduate level coursework, Sonoma State University (1976-79)
                           Clear Cross-Cultural Language and Academic Development
                           Teaching Credential, University of California, Santa Barbara

                           EXPERIENCE:
                           1990-Present: Teacher Learning Handicapped & English 9th-
                           12th grades, Santa Barbara School District
                           1979-89: Teacher, Severely Handicapped, community schools,
                           Santa Barbara County Education Office

SALONTAY, Kristen          Spanish        EDUCATION:
                           B.A., English, University of California, Santa Barbara (1973)
                           M.A., English, California State University, Los Angeles (1987)
                           Ryan Single-Subject Teaching Credential, English and ESL,
                           California State University, Northridge (1975)
                           California Bilingual Certificate of Competence, Spanish/English
                           (1979)
                           Certificate, California Community College Instructor, English,
                           ESL, Basic Skills (1986)

                           EXPERIENCE:
                           1993-Present: Spanish teacher (levels 1-AP language), Santa
                           Barbara High School
                           1995-96: Spanish and English teacher, La Colina Junior High
                           School, Santa Barbara
                           1993-95: resource Specialist, English and ESL, Santa Barbara
                           Junior High
                           1992 Fall Semester: ESL instructor, SBCC
                           1975-91: Teacher, ESL and English, Belmont High School, Los
                           Angeles
WAHLBERG, Danya   Reading

EDUCATION:
B.A., English, University of California, Santa Barbara (UCSB) (1986)
M.A., Spanish, UCSB (1991)
Advanced to Candidacy, UCSB (1993)

EXPERIENCE:
1989-2008: ESL instructor, UCSB Extension, International Programs
1996-2002: Spanish instructor (PT), UCSB Extension
Summer 2004: ESL instructor, Allan Hancock College
1988-2005: Teaching Assistant, Spanish (PT), UCSB
<table>
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<tr>
<th>Name</th>
<th>Department/Position</th>
<th>Begin/End Date</th>
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<tr>
<td>ABBAS, Amanda</td>
<td>GATEWAY</td>
<td>8/25/08- 12/13/08</td>
<td>Not to exceed 19.5 hours per week all assignments included</td>
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<td>GIA II</td>
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<td>ADAMS, Sean</td>
<td>PHILOSOPHY</td>
<td>9/30/08- 12/06/08</td>
<td>Not to exceed 19.5 hours per week all assignments included</td>
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<td>Reader</td>
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<td>AGUILAR, Paola</td>
<td>Cal-SOAP Tutor/Peer Advisor</td>
<td>9/01/08- 12/19/08</td>
<td>Not to exceed 19.5 hours per week all assignments included</td>
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# Classified Short-Term Hourly Appointments – 10/30/08

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

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### CLASSIFIED SHORT-TERM HOURLY APPOINTMENTS – 10/30/08

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

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CLASSIFIED SHORT-TERM HOURLY APPOINTMENTS – 10/30/08
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### ASSIGNED TO SHORT-TERM HOURLY SERVICES – 10/30/08

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Yansen, Frances
Yonemura, Kaori
Santa Barbara City College
On-Campus Student Employment

YOUMANS, Heidi
ZAMEPORRI, Jacopo
ZARE, Kay
ZAW, Thinmar
ZEE, Erin
ZEITSOFF, Brittney
ZENG, Xiangjin
ZHANG, Yabin
ZHANG, Ying Guang
Additional Game Management Personnel for Women’s Volleyball 2008

Jeff Alper
Pete Aronchick
Max Ackes-DeOliveira
Grady Dell
Nicki Brown
Nick Cancilla
Steve Castenada
Taylor Comden
Justin Conmy
Jon Druary
Adam Frank
Dino Garcia
Ross Gill
Luis Gutierrez
Tyler Hansen
Nick Hart
Mark Hebda
Elliot Lanam
Ryan Luongo
Brian Mackey
Chris Newcomb
Tyson Rielz
Caio Schmitd
J.R. Schnackenbert
Mike Tamalii
Zach Ulrich
James Wielebnicki
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Checkoff Roster of Officials
Softball Umpires

Van Beek, Iwina
Vasquez, Ralph
Venarde, Mike
Venditto, Joanne
Waggoner Jr, Glenn Carl
Walker III, James
Wilcox, Rick
Williams, Frankie
Wren, Dennis
Wright, Woody
Yesenski, Bob
Achieved outcomes summary

Reading: teaching throughout the school calendar (including summers) since my previous semester sabbatical in 1982, my leave during fall 2005 stimulated my growth and, hopefully, humanized my teaching of the nation's birth and early years of the republic, thereby enhancing the students' experience with the American Institutions Requirement (AIR). The opportunity to read a score of books (more than those mentioned in my proposal) both general to the period and lengthy biographies of the founding fathers provided a wealth of information (illustrated with examples in the narrative report) which melds into my traditional presentations concerning "nation-building."

Travel: the adverse weather Lana Rose and I encountered during our auto tour in late-September/early October to 18th-century east coast historical sites thwarted our tour plans southward to Virginia and north into New England. There were, however, some original experiences in Washington, D.C. and fresh discoveries in Philadelphia, which are explained in the narrative report.

Finally, my personal renewal, though difficult to measure, has been palpable. My return to SBCC for the spring semester and recent summer session was joined by enthusiasm and vigor which, if student evaluations are meaningful, were conveyed through my lectures, and reflected by student performance levels higher than previous semesters.
Curriculum Advisory Committee

Approved 9-22-08

NEW COURSES (Traditional)
ADC 139: Introduction to Process Addictions
ADC 140: Recovery through Movement
ADC 141: Integral Treatment Modalities
ADC 144: Alternative Treatments, the Fire Maker Method
AH 290: HCI Work Experience
MATH 198: Workshop for Pre-calculus
CT 120: Building Green
ESL 53: Foundations 2: Listening, Speaking, Grammar
ESL 54: Foundations 2: Reading, Writing, Grammar
ESL 132: Writing and Grammar Level 4
PD 131: Stress Management and Wellness
CIS 217: BlackBerry Enterprise Server System Administration
HE 110: Sports Nutrition
HE 113: CPR/AED for the Professional Rescuer
HE 114: Adherence and Motivation in Exercise
PE 229: Adapted Physical Education

NEW COURSES (TMI/Distance Learning)
CIS 114: Virtualization Concepts
CIS 219: VMWare ESX Server System Administration
CIS 221: MSWindows Server Enterprise System Administration

PROGRAMS
Certificate of Achievement in Creative Writing (CAC approved Spring 2007)
Certificate of Achievement in Honors: Social Sciences/Humanities (CAC approved Spring 2007)
Certificate of Achievement in Honors: Mathematics/Sciences (CAC approved Spring 2007)
Certificate of Achievement in Global Studies (CAC approved Spring 2006)

All four (4) Certificates were presented on October 7th to the Board of Trustees Educational Policies Committee, and are included in the Agenda for the Board of Trustees Meeting on October 30th for action/approval, prior to President's signature and forwarding to Stephanie Low in the Chancellor's Office. (Study Session Agenda attached).
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CHILD DEVELOPMENT TRAINING CONSORTIUM
2008-2009 INSTRUCTIONAL AGREEMENT
AGREEMENT NUMBER 08-09 - 4893

This Agreement is made and entered into this 1st day of September, 2008, by and between
the Yosemite Community College District, Child Development Training Consortium, hereafter
called the YCCD/CDTC, and Santa Barbara City College, hereafter called the
CONTRACTOR.

WITNESSETH: That the CONTRACTOR for and in consideration of the covenants, conditions,
agreements, and stipulations of the YCCD/CDTC hereinafter expressed, does hereby agree
to furnish to the YCCD/CDTC services as follows:

I. STATEMENT OF WORK

A. The CONTRACTOR will designate a Campus Coordinator. The Campus
Coordinator will be responsible to prepare and submit all required reports,
coordinate all Consortium activities for the CONTRACTOR, and be readily
available to assist students enrolling in the program. The Campus Coordinator is
expected to attend two (2) YCCD/CDTC sponsored meetings at YCCD/CDTC
expense. The YCCD/CDTC must be notified in writing within fifteen (15)
calendar days of any change in Campus Coordinators.

B. The CONTRACTOR will generate up to 300 units of college credit by enrolling
students in courses required by the California Commission on Teacher
Credentialing to obtain a new or renew a currently held Child Development
Permit. Enrolled units must be completed between July 1, 2008, and June 30,
2009. Physical education courses and general work experience courses are
excluded. Child development work experience and remedial courses are
included.

C. The CONTRACTOR will make good faith efforts to recruit and employ qualified
faculty who reflect the ethnic makeup of the student population.

D. The CONTRACTOR will provide appropriate community college courses, which:

1. Meet the requirements of the Child Development Permit Matrix (Included
in this Agreement as Appendix A) and/or child care licensing regulations.

2. Are degree or certificate applicable.

3. Are offered for credit with the possible exception of remedial courses.

4. Are transferable whenever possible.

5. Are available to family child care providers and employees of child
care/development programs serving infants through school-age
children.

6. Are responsive to local community needs.
E. The CONTRACTOR will enroll students who meet the YCCD/CDTC eligibility criteria, numbered 1 through 5 below. Student eligibility must be verified each semester/term using the Participant Profile.

1. Student must be seeking a new or maintaining a currently held Child Development Permit, **AND**

2. At the time of enrollment, the student must be employed by a child care/development program including licensed family child care and out-of-school care. Center-based programs must be licensed or eligible for an exemption according to Department of Social Services (DSS) regulations. Licensed exempt centers are limited to the following: on school site, parents on site, military, tribal, employment agency, parks and recreation, adult ed/child care, home based program and before/after school program. Employment in a kindergarten classroom is also acceptable, **AND**

3. Student employment must directly benefit children and/or families. The employment experience must be acceptable to the California Commission on Teacher Credentialing for purposes of obtaining a Child Development Permit, even if experience is not required for the permit, **AND**

4. Student must work in the state of California.

5. Unlicensed, exempt, in-home child care providers are not eligible.

F. The CONTRACTOR will enroll eligible students according to the following three priorities:

**California Department of Education, Child Development Division (CDE/CDD) Priorities for Enrollment:**

**Priority 1** Employees of all direct-funded CDE/CDD programs including center-based programs and family child care network programs or center-based programs with satellite family child care providers. This also includes co-located Head Start Programs.

**Priority 2** Employees of any program, center-based or licensed family child care homes, that serve children on a voucher basis for Alternative Payment services.

**Priority 3** Employees of all other programs including center-based and licensed family child care homes.

Within each priority group listed above, priority will be given to students fulfilling the requirements for an Assistant or Associate Teacher or Teacher Child Development Permit.

**Local Priorities for Enrollment**

The local YCCD/CDTC Advisory Committee may establish additional priorities. However, the CDE/CDD priorities listed above must be met before local
priorities can be implemented. Local priorities are encouraged to meet local needs within the context of the CDE/CDD priorities.

G. The CONTRACTOR will establish a new or use an existing Advisory Committee to solicit input on local needs, courses to be offered and approve the student eligibility and payment policies.

1. The Advisory Committee will make a good faith effort to represent the local child care labor market by including the following program representatives: the Campus Coordinator; one community college child development instructor, one CEC Mentor Coordinator, one TANF-CDC Program Facilitator, one TANF-CDC CalWORKs Liaison, one family child care provider; one representative of a child care program funded by the California Department of Education, Child Development Division (CDE/CDD); one representative of a private-for-profit child care program; one representative of a private-non-profit child care program; one representative of the local Resource and Referral program; one college student majoring in child development; one representative from the Local Child Care and Development Planning Council; and one representative from the county-level Children and Families Commission, and one representative from the local CARES and/or AB212 programs.

2. The Advisory Committee will meet a minimum of once each semester/term.

3. Both meetings must be properly documented with agendas and minutes, which must be submitted by specified due dates.

H. The CONTRACTOR will complete an annual needs study of the local service area to determine the greatest needs of individuals seeking new or maintaining currently held Child Development Permits. Information collected should include:

1. Description of eligible students to be served
2. Special circumstances or unique challenges and characteristics of eligible students
3. Description of agencies/programs that will benefit
4. Area strengths
5. Area needs
6. Description of most needed courses including topics, times, locations and preferred language of instruction.

I. The CONTRACTOR will provide student grade documentation to YCCD/CDTC upon request for audit purposes.

J. The CONTRACTOR will ensure that all required reports and documents are submitted to YCCD/CDTC by the due dates specified. Report titles and due
dates are included in this Agreement as Appendix B - 2008-2009 Required Reports and Time Lines. All reports should be submitted to the Child Development Training Consortium, 1620 North Carpenter Road, Suite C-16, Modesto, CA 95351.

K. The CONTRACTOR will ensure that no full-time equivalent (FTE) will be collected for courses that are funded with YCCD/CDTC funds.

L. The CONTRACTOR will ensure collaboration (if applicable) with CEC Mentor Coordinator, TANF-CDC Program Facilitator and TANF-CDC CalWORKs 2liaison two times per semester. This collaboration will include sharing program services and promote integration of services for student success.

II. PERIOD OF PERFORMANCE

The term of this Agreement shall be from September 1, 2008, to and including June 30, 2009. Enrolled units must be completed between July 1, 2008, and June 30, 2009. All allowable expenditures must be encumbered by June 30, 2009.

III. BUDGET AND ALLOWABLE EXPENSES

A. By October 17, 2008, a 2008-2009 budget based on the funding authorized in this Agreement must be on file with the YCCD/CDTC. A YCCD/CDTC supplied format must be used.

B. The CONTRACTOR will submit a revised budget to the YCCD/CDTC for approval due to the following two circumstances:
   1. When planned expenditures in any of the major expense categories (direct services, support services, or administration) exceed the approved budget by more than ten percent (10%).
   2. And when planned expenditures in any of the line items exceed the approved budget by more than twenty-five (25%).

C. The CONTRACTOR will administer the program budget in accordance with YCCD/CDTC budget development guidelines available in the Campus Coordinator Handbook on page 42. The CONTRACTOR will ensure that all program expenditures are reasonable, necessary, and allowable.

D. The CONTRACTOR will not exceed approved California Department of Education travel reimbursement rates for travel charged to this program. Approved CDE rates are available in the Campus Coordinator Handbook on page 46.

E. The CONTRACTOR will not expend YCCD/CDTC funds on food, equipment, donations, or gifts. Equipment is defined as a fixed asset that does not lose its identity when removed from its location and is not changed materially or consumed immediately (typically, within a year) by use. Equipment has relatively permanent value and its purchase increases the value of the physical property such as furniture, vehicles, machinery, computers and furnishings that are not integral parts of the building or the building system.
F. If the CONTRACTOR demonstrates a consistent pattern of under-generating its contracted number of units, the number of contracted units may be reduced in subsequent years.

IV. PAYMENT FOR SERVICES

A. In consideration of the performance of the foregoing in a satisfactory manner, the YCCD/CDTC agrees to pay the CONTRACTOR an amount not to exceed $7,500.00. The amount of total payments to the CONTRACTOR will be the lesser of program earnings, the amount authorized by this Agreement, or actual expenditures. Any over-payments of more than $100.00 made by YCCD/CDTC to the CONTRACTOR must be refunded to YCCD/CDTC by June 30, 2009. Checks should be made payable to YCCD.

B. The CONTRACTOR will be paid $25.00 per enrolled unit of course work, which meets requirements of the Child Development Permit Matrix and/or child care licensing regulations to the maximum stated in Paragraph 1B. Units for physical education and general work experience classes are excluded. Units for remedial courses and child development work experience are included.

C. YCCD/CDTC will issue progress payments to CONTRACTOR upon receipt of properly completed documentation including an original 2008-2009 Participant Profile for each enrolled student for each semester/term.

D. YCCD/CDTC will withhold any payment until all required documentation has been received to substantiate enrolled units.

E. YCCD/CDTC will make final payment to CONTRACTOR upon satisfactory completion of services as described herein. The final expenditure report is due no later than June 30, 2009. A Budget Narrative Form will be required as an addendum to the Final Expenditure Report.

V. RETENTION OF RECORDS AND AUDITS

The CONTRACTOR will retain all programmatic and fiscal records for a minimum of five (5) full years from the date of final payment under this Agreement. The CONTRACTOR will make these records available to YCCD/CDTC upon request for audit purposes during the progress of the work and for five (5) years following final payment. The federal audit number for this project is 93.575042.

VI. CONTRACT AMENDMENTS

This Agreement may be amended with mutual written consent of both parties and the approval of the California Department of Education, Child Development Division.

VII. 30 DAY TERMINATION NOTICE

It is mutually agreed that either party may terminate this Agreement by giving thirty (30) calendar days advance written notice.
VIII. FUND AVAILABILITY

Funding of this Agreement is contingent upon appropriation and availability of funds from the California Department of Education, Child Development Division. The YCCD/CDTC is funded with federal Child Care and Development Quality Improvement funds.

IX. NONDISCRIMINATION CLAUSE

A. During the performance of this Agreement, CONTRACTOR will not unlawfully discriminate, harass, or allow harassment against any employee or student because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), sexual orientation, or marital status. CONTRACTOR will ensure that the evaluation and treatment of employees and student participants are free from such discrimination and harassment.

B. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated there under.

C. By signing this Agreement, the CONTRACTOR ensures that it will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability.

X. INDEPENDENT CONTRACTORS

It is understood that this is an Agreement by and between independent contractors and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture.

XI. HOLD HARMLESS CLAUSE

Both the CONTRACTOR and YCCD/CDTC agree to hold harmless, defend, and indemnify the other party, and the officers, employees, boards, volunteers, and agents of the other party from and against any and all losses, claims or expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the parties to this Agreement or the activities of either party’s boards, officers, agents, employees, or volunteers. The provisions of this indemnity agreement do not, however, apply to any damages or losses caused by the negligence of the other party or any of its officers, employees, boards, volunteers, or agents.

XII. ACKNOWLEDGMENT

The CONTRACTOR will acknowledge the support of the YCCD/CDTC when publicizing the work performed under this Agreement. Materials developed with funds from this Agreement shall contain an acknowledgment of the use of federal Child Care and Development Quality Improvement funds received from the California Department of Education, Child Development Division.
XIII. **DRUG-FREE WORKPLACE**

The CONTRACTOR certifies compliance with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace.

IX. **NON-PERFORMANCE OF TERMS OF INSTRUCTIONAL AGREEMENT**

If the CONTRACTOR fails to fulfill the terms of this Instructional Agreement, the CONTRACTOR will be placed on informal probation for the period of one year. If the CONTRACTOR fails to fulfill the terms of the Instruction Agreement while on informal probation, a Probationary Instructional Agreement will be issued in the second year. If the CONTRACTOR fails to fulfill the terms of the Probationary Instructional Agreement, no further Instructional Agreements will be issued to CONTRACTOR.

**AGREED TO BY:**

<table>
<thead>
<tr>
<th>CONTRACTOR Authorizing Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name of Person Signing:</td>
</tr>
<tr>
<td>JOSEPH E. SULLIVAN</td>
</tr>
<tr>
<td>Title of Person Signing:</td>
</tr>
<tr>
<td>VICe PRESIDENT, BUSINESS SERVICES</td>
</tr>
<tr>
<td>Date:</td>
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</table>

**Yosemite Community College District**

<table>
<thead>
<tr>
<th>Authorizing Signature:</th>
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<tbody>
<tr>
<td>Printed Name of Person Signing:</td>
</tr>
<tr>
<td>Teresa Scott</td>
</tr>
<tr>
<td>Title of Person Signing:</td>
</tr>
<tr>
<td>Executive Vice Chancellor/Fiscal Services, YCCD</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

**Attachments for reference:** Appendix A - Child Development Permit Matrix  
Appendix B - 2008-2009 Required Reports and Time Lines

Return **two Instructional Agreements with original signatures to:**  
Gail Brovont, Child Development Training Consortium  
1620 North Carpenter Road, Suite C-16, Modesto, CA 95351  
For questions, call (209) 572-6086

For CDTC Use Only: Date Rcvd: To D.O. From D.O. To CONTRACTOR: 
<table>
<thead>
<tr>
<th>Permit Title</th>
<th>Education Requirement (Option 1 for all permits)</th>
<th>Experience Requirement (Applies to Option 1 Only)</th>
<th>Alternative Qualifications (with option numbers indicated)</th>
<th>Authorization</th>
<th>Five Year Renewal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Teacher (Optional)</td>
<td>Option 1: 6 units of Early Childhood Education (ECE) or Child Development (CD)</td>
<td>None</td>
<td>Option 2: Accredited HERO program (Including ROP)</td>
<td>Assist in the care, development and instruction of children in a child care and development program under the supervision of an Associate Teacher or above.</td>
<td>105 hours of professional growth****</td>
</tr>
<tr>
<td>Associate Teacher</td>
<td>Option 1: 12 units ECE/CD including core courses**</td>
<td>90 days of 3+ hours per day within 2 years</td>
<td>Option 2: Child Development/Associate (CDA) Credential. CDA Credential must be earned in California</td>
<td>May provide service in the care, development and instruction of children in a child care and development program; and supervise an Assistant Permit holder and an Aide.</td>
<td>Must complete 15 additional units toward a Teacher Permit. Must meet Teacher requirements within 10 years.</td>
</tr>
<tr>
<td>Teacher</td>
<td>Option 1: 24 units ECE/CD including core courses** plus 16 General Education (GE) units*</td>
<td>176 days of 3+ hours per day within 4 years</td>
<td>Option 2: AA or higher in ECE/CD or related field with 3 units supervised field experience in ECE/CD setting</td>
<td>May provide service in the care, development and instruction of children in a child care and development program, and supervise all above.</td>
<td>105 hours of professional growth****</td>
</tr>
<tr>
<td>Master Teacher</td>
<td>Option 1: 24 units ECE/CD including core courses** plus 6 specialization units plus 2 adult supervision units</td>
<td>350 days of 3+ hours per day within 4 years</td>
<td>Option 2: BA or higher (does not have to be in ECE/CD) with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting</td>
<td>May provide service in the care, development and instruction of children in a child care and development program, and supervise all above. Also may serve as a coordinator of curriculum and staff development in a child care &amp; development program.</td>
<td>105 hours of professional growth****</td>
</tr>
<tr>
<td>Site Supervisor</td>
<td>Option 1: AA (or 60 units) which includes: 24 ECE/CD units with core courses** 16 GE units 6 administration units 2 adult supervision units</td>
<td>350 days of 3+ hours per day within 4 years including at least 100 days of supervising adults</td>
<td>Option 2: BA or higher (does not have to be in ECE/CD) with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; or Option 3: Admin. credential*** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; or Option 4: Teaching Credential*** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting</td>
<td>May supervise a child care and development program operating at a single site; provide service in the care, development and instruction of children in a child care and development program; and serve as coordinator of curriculum and staff development.</td>
<td>105 hours of professional growth****</td>
</tr>
<tr>
<td>Program Director</td>
<td>Option 1: BA or higher (does not have to be in ECE/CD) including: 24 ECE/CD units with core courses** 6 administration units 2 adult supervision units</td>
<td>Site Supervisor status and one program year of Site Supervisor experience</td>
<td>Option 2: Admin. credential*** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; or Option 3: Teaching credential*** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting, plus 6 units administration; or Option 4: Master's Degree in ECE/CD or Child/ Human Development</td>
<td>May supervise a child care and development program operated in a single site or multiple-sites; provide service in the care, development, and instruction of children in a child care and development program; and serve as coordinator of curriculum and staff development.</td>
<td>105 hours of professional growth****</td>
</tr>
</tbody>
</table>

* All requirements listed above are semester units. All course work must be completed with a grade of C or better from a regionally accredited college. Spanish translation of matrix available.
* One course in each of four general education categories which are degree applicable: English Language Arts, Math or Science, Social Sciences, Humanities and/or Fine Arts.
** Core courses include child development, child development, child/family/community, child and family relations, and programs/curriculum. You must have a minimum of three semester units or four quarter units in the core areas of child development and child/family/community.
*** Holders of the Administrative Services Credential may serve as a Site Supervisor or Program Director.
**** Multiple Subjects or a Single Subject in Home Economics.
***** Professional growth hours must be completed under the guidance of a Professional Growth Advisor. Call (209) 572-6882 for assistance in locating an advisor.

This matrix was prepared by the Child Development Training Consortium, www.childdevelopment.org. Call (209) 572-6882 for a permit application.

Permit Matrix 9-07 SD.doc
SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

AGREEMENT

CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

This Agreement, dated for reference purposes only, September 1, 2008, is entered into by and between: the San Francisco Community College District (SFCCD), hereinafter known as the “District,” on behalf of its California Early Childhood Mentor Program, hereinafter known as the “Mentor Program,” and Santa Barbara City College/Santa Barbara Community College District, hereinafter known as “Contractor”.

This agreement is entered into pursuant to San Francisco Community College District Board of Trustees Resolution No. 080625-B11.

Appropriation or Grant Number 8079

RECITALS:

Whereas, the San Francisco Community College District has applied for and has received a grant from the California State Department of Education (Resolution 080625-B11) for the purposes of operating a Mentor Program; and

Whereas, the SFCCD has received authorization from its Board of Trustees to enter into agreements with California community colleges to provide such services as: coordinating and offering an adult supervision course and seminars for mentors and directors; coordinating and developing mentoring programs; offering honoraria for faculty working with the college mentoring program; providing books and other instructional materials for mentors; and printing and copying mentor materials.

Now, Therefore, the parties agree as follows:

1. **TERM**: The term of this Agreement shall commence on September 1, 2008 and terminate June 30, 2010 except as otherwise set forth in this agreement.

2. **SERVICES TO BE RENDERED BY CONTRACTOR**: The services to be rendered are incorporated by reference as in attachment A. If any terms of the attachment and this Agreement are in conflict, this Agreement shall prevail.

3. **PAYMENT**: Invoice to be submitted and payment as a stipend to be made by District to Contractor shall be as set forth in Attachment A.

4. **INDEPENDENT CONTRACTOR**: The parties agree that with regard to this Agreement, Contractor is an independent contractor and not an employee of the District.

Any terms in this Agreement or its attachments referring to direction from the District shall be construed as providing for direction as to policy and the result of work only, and not as to the means by which such a result is obtained.

5. **EXPENSES FOR EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES**: Contractor shall supply, at no cost or charge to District, all equipment, tools, materials, and/or supplies to accomplish the services agreed to be performed unless otherwise provided in this agreement; District shall not be liable to Contractor for any expenses paid or incurred by Contractor not provided for in this agreement unless otherwise agreed to in advance in writing.

6. **ASSIGNMENT**: Contractor shall not assign this Agreement nor the consideration payable under this Agreement without the written consent of the District.

Santa Barbara City College 2008-2010 Page 1
7. **TERMINATION:** District may terminate this Agreement for District’s convenience and without cause at any time by giving the other parties written notice of such termination. The notice shall specify the date upon which the termination becomes effective. In the event of such termination, Contractor shall be paid for his/her services that have been performed to the satisfaction of the District under this Agreement, up to the date of termination. Any payment by District shall be conditioned on Contractor providing to the District any and all materials required by District related to the services rendered.

8. **WRITTEN NOTICE:** All notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties.

Any party by a written notice to the other parties may change the address of notice or the names of the persons or parties to receive written notice.

9. **GOVERNING LAW:** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of the Agreement shall be in San Francisco.

10. **SEVERABILITY:** If any term, provision, covenant, or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

11. **NON-WAIVER:** The failure of any party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

12. **NO AUTHORITY TO BIND DISTRICT:** Contractor has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create the relationship of agent, servant, employee, partnership or joint venture with the District.

13. **AMENDMENTS:** No amendment to this Agreement shall be effective unless it is in writing and signed by all parties.

14. **CONFLICT OF INTEREST:** Contractor states that it is familiar with provisions of Section 87100 et seq. of the Government Code and certifies that it does not know of any facts which constitute a violation of said provisions. In the event contractor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify District of such information.

15. **DAMAGES:** Contractor shall be responsible for any and all damages resulting in whole or in part from Contractor’s acts or omissions.

16. **INDEMNIFICATION:** Contractor shall defend and indemnify and hold harmless the District, its officers, and/or its employees from any and all claims, loss, damage, injury and liability of every kind, nature and description including those from or on behalf of employees of the Contractor, arising directly or indirectly from Contractor’s performance of this Agreement, including but not limited to, the use of facilities or equipment provided by District or others, regardless of the active or passive negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on District, its officers, and/or its employees except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where such claim, loss, damage, injury or liability is the result of the sole negligence or sole willful misconduct of District, its officers, and/or its employees.

Contractor specifically acknowledges and agrees that it has an independent obligation to defend the District, its officers, and/or its employees from any claim which actually or potentially falls within this indemnification provision even if such claim is or may be groundless, fraudulent or false.

Contractor’s obligations under this section 16 shall survive the termination of this Agreement.

Santa Barbara City College 2008-2010 Page 2
17. **COMPLIANCE WITH LAWS AND REGULATIONS**: Contractor shall keep informed of all laws and governmental regulations that may affect its obligations. It shall observe and comply with, and shall cause all its agents, employees, consultants, and subcontractors to observe and comply with all said laws and regulations, including obtaining business permits and licenses that may be required to carry out the work to be performed under this Agreement.

18. **LIABILITY OF DISTRICT**: District's obligations under this Agreement shall be limited to the payment of the compensation as provided for in Section 3 of this Agreement but shall also include activities as provided for in Attachment A. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

19. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, District and Contractor shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. District and Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. District and Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as it set forth in full. District and Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

20. **BUDGET CONTINGENCY**: This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the Fiscal Year(s) covered by this agreement for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this agreement in any manner.

21. **ENTIRE AGREEMENT/MODIFICATION**: This writing sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only by a written document executed and approved in the same manner as this Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate on the date specified immediately adjacent to their signatures below.

"District"

By: Stephen J. Herman
Print Name: Stephen J. Herman
Title: Chief Administrative Services Officer
Date: September 1, 2008

"Contractor"

By:________________________
Signature
Print Name: Joseph E. Sullivan
Title: Vice Pres., Business Svcs
Address:
Date:_____________________

Recommended By:

Signature: Linda Olivenbaum
Print Name: Linda Olivenbaum
Title: Director, California Early Childhood Mentor Program
Address: 50 Phelan Avenue, S-10
San Francisco, CA 94112
Date: September 1, 2008

Approved as to Form by: Ronald Lee, General Counsel
Attachment A
Santa Barbara City College/Santa Barbara Community College District
September 1, 2008 – June 30, 2010

A. San Francisco Community College District on behalf of the California Early Childhood Mentor Program shall provide the following resources for implementation of the Contractor's program, subject to the District's approval:

1. Updated materials and assistance to facilitate implementation of the program including a Program Manual, an In-Service Training Resource Guide, reporting forms and one-on-one technical assistance.

2. Travel expenses for the Contractor's Local Coordinator to attend statewide meetings to discuss program elements, the status of implementation and materials. Travel expenses must be within state guidelines and limits as specified in the Program Manual and as may reasonably be revised by the District.

3. $7920 for instructional costs related to the offering of a Mentor Seminar and a Director Seminar in each contract year, as described in the Program Manual. This amount reflects whether the College Coordinator has made a written request to the District and been granted an additional $1,584 in instructional costs to offer the Mentor Teacher/Adult Supervision Course in the '08-'09 contract year as described in the Program Manual and as may reasonably be revised by the District. The Coordinator may apply again for funding for a Mentor Teacher/Adult Supervision course in the '09-'10 contract year.

4. $5400 (up to half of which will be billable in the '08-'09 contract year) for the Contractor's Local Coordinator to implement and develop the program, arrange for the course offering, recruit prospective Mentors, appoint a Selection Committee, coordinate the selection process, place student teachers with Mentors and approve Post-Practicum, Individual Student Mentoring, Mentoring Record, Director Mentor and Director Mentoring Record placements. The Contractor's Coordinator may be paid directly by the San Francisco Community College District in the sole discretion of the District. The District reserves the right to withhold and/or reduce the Coordinator payment if responsibilities listed in Section B are not fulfilled in a timely manner.

5. Up to $4,000 for a $200 honorarium per person for up to 10 Selection Committee Members to meet in each contract year to review applications, visit and evaluate applicants' teaching practices and classroom environment with the appropriate Harms and Clifford scale, visit and evaluate Director Mentor applicants' leadership and management skills with the Program Administration Scale (PAS), check references and make final decisions on qualified classroom Mentors and Director Mentors. Committee Members may be paid directly by the San Francisco Community College District in the sole discretion of the District.

6. $13857 in stipend support for 7 Mentors and all selected Director Mentors. Selecting Director Mentors and supporting their placements with protégés is a requirement of the Mentor Program. All stipends will be paid directly by the San Francisco Community College District and calculated according to the formula and procedures currently described in the Program Manual and as may reasonably be revised by the District. Stipends are for the following purposes:
   - Practicum placement(s) for mentoring practicum students placed with Mentors.
- Post-Practicum Stipend(s) to support Mentors for continued mentoring of protégés who were former practicum students placed with Mentors
- Individual Student Mentoring Contract(s) to support pairing a Mentor with an Early Childhood Education student for non-course based contact time
- Mentoring Record Hour(s) to support Mentors as they offer hourly mentoring services
- In-Service Training stipends for Mentors for fulfilling the In-Service training requirements as set forth in the Program Manual
- Director Mentor Placement(s) to support Director Mentors for mentoring of protégé directors
- Director Mentoring Record Hour(s) to support Director Mentors as they meet protégé directors' and Director Mentor applicants' needs for short-term, hourly mentoring

7. $2000 (up to half of which will be billable in the '08-'09 contract year) for materials for Mentors (books, Harms and Clifford scales, instructional materials, etc.). Coordinators may be reimbursed directly by the San Francisco Community College District in the sole discretion of the District, or through their local college.

8. $300 (up to half of which will be billable in the '08-'09 contract year) for printing and copying costs for program implementation or Mentor materials. Coordinators may be reimbursed directly by the San Francisco Community College District in the sole discretion of the District, or through their local college.

B. Contractor as a college agrees to designate a Local Coordinator. The Coordinator shall be responsible for the following activities:

Selection and Re-Certification
1. Promoting the program on campus and in the community.

2. Enrolling teachers and providers in the Mentor Teacher/Adult Supervision Course, based on the syllabus provided in the Program Manual and as may reasonably be revised by the District. The Contractor as a college agrees to enroll students and to issue credit. The Contractor also agrees that it will accrue no ADA when instructional costs are reimbursed. Students pay tuition if they are receiving credit.

3. Recruiting qualified child care providers and directors from the community who may be interested in becoming Mentors.

4. Modifying and distributing Mentor and Director Mentor applications and establishing appropriate application deadlines as currently described in the Program Manual and as may reasonably be revised by the District.

5. Assuring compliance with selection criteria for Mentor Teachers and Director Mentors as set forth in Sections D and E below.

6. Adhering to the Policy on the Mentor Option in Campus Labs as currently described in the Program Manual and as may reasonably be revised by the District.

7. Modifying and distributing Mentor and Director Mentor Re-Certification applications, and establishing appropriate application deadlines as currently described in the Program Manual and as may reasonably be revised by the District.

8. Appointing a Selection Committee of up to 10 members. The Selection Committee shall include community college instructors, center directors, teachers and other child care
practitioners who represent all sectors of the regional child development community (e.g., Head Start, preschool, subsidized, non-profit). The Selection Committee should reflect the diversity of program types, ethnicities and language capacities in the community.

9. Training Selection Committee Members in the use of the Harms and Clifford Scales: the Early Childhood Environment Rating Scale-Revised (ECERS-R), the Infant/Toddler Environment Rating Scale-Revised (ITERS-R), the School-Age Care Environment Rating Scale (SACERS), and Family Child Care Environment Rating Scale-Revised (FCCERS-R). Training Selection Committee Members in the use of the Program Administration Scale (PAS).

10. Serving as a Selection Committee Member as currently described in the Program Manual and as may reasonably be revised by the District. Such service is optional for local college or Regional Coordinators but mandatory for college Coordinators in a Region.

11. Scheduling meetings for the Selection Committee to review Mentor applications, evaluate applicants’ centers or classroom sites, and to make final selections by June 1st of each contract year.

12. Notifying all New and Re-Certification applicants to inform them of final decisions as soon as possible after the final Selection Committee meeting.

13. Petitioning the District in writing that Mentor pool size be increased in an academic year. In such cases, determination will be made by Mentor Program staff based on current statewide allocations and student placement rates at the local college.

14. Maintaining eligibility requirements for Mentor Teachers in accordance with program policy as currently described in the Program Manual and as may reasonably be revised by the District.

15. Maintaining eligibility requirements for Director Mentors in accordance with program policy as currently described in the Program Manual and as may reasonably be revised by the District.

**Professional Growth**

16. Facilitating or arranging for facilitation of a 1-2 unit credit-optional monthly Seminar for Mentors to combine informal discussion of issues they confront in supervising student teachers with further study of supervision issues, leadership and mentoring skills.

17. Facilitating or arranging for facilitation of a 1-2 unit credit-optional monthly Seminar or continuing course for directors to study administrative issues, quality improvement strategies, leadership development and mentoring issues.

18. Providing Mentor and Director Seminar Instructors with the Growing Leaders In-Service Training Resource Guide and other necessary instructional materials as supplied by the District.

19. Ensuring that instructors for the Mentor and Director Seminars are regularly evaluated in accordance with college policies.

20. Supporting Mentor In-Service Training activities with Mentor materials and other appropriate funding where available.

21. Approving In-Service Training Contracts for annual Professional Development activities for Mentor Teachers as currently described in the Program Manual and as may reasonably be revised by the District.
Placements and Stipend Activities

22. Working within the college's administrative procedures to institutionalize the Mentor Program. This includes seeking curriculum committee approval for courses, including program information in the college catalog and course schedule, and establishing load credit for practicum instructors who support placements with Mentors.

23. Providing the District with official course outlines for all courses in which students may be placed with Mentors.

24. Placing students with Mentors, acting as intermediary between the student and Mentor, and monitoring the Mentors' work. The college agrees to offer the placement with a Mentor as an alternative to the existing practicum course(s).

25. Overseeing student placements with Mentors to ensure only one student will be in the Mentor's classroom at a time.

26. Approving the following as currently described in the Program Manual and as may reasonably be revised by the District:
   - Mentor-protégé contracts for Post-Practicum placements;
   - Mentor-student contracts for Individual Student Mentoring;
   - Hourly Mentoring Record stipends for short-term mentoring services;
   - Director Mentor-protégé director contracts for Director placements;
   - Hourly Director Mentoring Record stipends for short-term mentoring services

27. Approving Practicum, Post-Practicum, Individual Student Mentoring Contracts and Mentoring Record hours for use with TANF-CDC students as currently described in the Program Manual subject to the guidelines on Mentor Usage Limitation as set forth by the TANF-CDC Program and as may reasonably be revised by the District.

28. Serving, if requested and willing, as a Field Trainer as currently described in the Program Manual and as may reasonably be revised by the District.

Payments

29. Maintaining records of all costs and disbursements and reporting these monthly to the District in a timely and accurate manner.

30. Submitting authorizations to pay all stipends within 30 days following the end of the placement.

31. Submitting all fiscal reporting and requests for reimbursement to the District no later than June 15th of each contract year.

32. Acknowledging that the Coordinator's payment may be withheld and/or reduced if reporting is not accomplished in a timely manner.

33. Applying for and utilizing Additional Funding to Support Instructional Costs for an Adult Supervision Course if appropriate.

34. Applying for and utilizing Supplemental Support Funding for Large Area Programs if appropriate.

35. Applying for and utilizing Supplemental Support Funding for the Director Mentor Component if appropriate.

36. Providing full reporting on the use of any Supplemental Support Funding as currently described in the Program Manual and as may reasonably be revised by the District.
Evaluations
37. Facilitating program evaluation.

Agreements and Reports
39. Completing and submitting to the District Quarterly Reports as follows:
   • First Quarter: August 1 to October 15, due October 15th of each contract year
   • Second Quarter: October 16 to January 15, due January 15th of each contract year
   • Third Quarter: January 16, to April 15, due April 15th of each contract year
40. Completing and submitting to the District all Annual Reporting materials on or before June 15th of each contract year.

Mentor Program Meetings
41. Attending all required Coordinator meetings and/or being responsible for acquiring and understanding the information and materials presented at these meetings.
42. Selecting eligible participants for the annual Mentor Institute.
43. If the college is participating in the TANF-CDC Program, collaborating with the Child Development Training Consortium Campus Coordinator, TANF-CDC Program Facilitator, and TANF-CDC CalWORKS Liaison two times per semester.

Maintaining Records
44. Keeping records on each Mentor’s placement history, student evaluations of the Mentor, the Mentor’s application and re-certification, and stipend amounts. Keeping comparable records for each Director Mentor.
45. Maintaining program data and records in archives for seven years.

C. Contractor will designate an instructor who will be responsible for teaching the Mentor Teacher/Adult Supervision Course, a 2-unit course on adult supervision skills for Mentor candidates, based on a course syllabus included in the Program Manual and as may be reasonably revised by the District.

D. Contractor shall insure that Classroom Mentor applicants shall complete the following requirements in order to be considered for selection:

1. A college level Early Childhood training program that included an Early Childhood practicum supervised by a college instructor for credit. Candidates must submit a transcript proving completion of this requirement.
2. The two-unit Mentor Teacher/Adult Supervision Course, as described in Sections B.2 and C in this Attachment.
3. Two years of experience as a classroom teacher or family child care provider.
4. Eligibility for the Master Teacher Level, or higher, of the California Child Development Permit.
5. The Mentor Application (see Program Manual) which includes information on the applicant’s educational background and experience, a personal statement, a transcript proving completion of the practicum as part of her/his Early Childhood education and the Harms and Clifford rating sheet from her/his self-review. The Application also includes a “supervisor’s
agreement" to support the candidate's application and participation as a Mentor. As public elementary school teachers have their own mentoring program, they are not eligible to participate in the California Early Childhood Mentor Program.

6. A site review of the center's National Association for the Education of Young Children (NAEYC) accreditation status by members of the Mentor Selection Committee and direct observation of teaching practices, or completion of a site review and self study using the appropriate Harms and Clifford Scale (ECERS-R, ITERS-R, SACERS or FCCERS-R).

E. Contractor shall ensure that Director Mentor applicants shall complete the following requirements in order to be considered for selection:

1. Three years of experience as a director or site supervisor in a child development program (current or prior).

2. Successful completion of a Director Mentor Institute as currently described in the Program Manual and as may be reasonably revised by the District.

3. The Director Mentor Application (see Program Manual) which includes information on the applicant's educational background, experience, statement of program philosophy, selection of items for Program Administration Scale (PAS) review, and references.

4. A site review of the center's National Association for the Education of Young Children (NAEYC) accreditation status and completion of a site review by members of the Mentor Selection Committee using the Program Administration Scale (PAS) interview.

F. Contractor agrees to provide the following resources for implementation of the program:

1. Facilities for the Mentor Teacher/Adult Supervision Course, Selection Committee training and meetings, the Mentor Seminar and the Director Seminar as currently described in the Program Manual and as may be reasonably revised by the District.

2. Funds for program costs in excess of amounts provided in Section A of this agreement.

G. Contractor agrees that in cases where active Mentors from other Regional or Local Mentor Programs wish to apply to this college's program, acceptance and selection will be at the discretion of this college's Selection Committee based on space availability and other selection criteria.

H. District reserves the right to withdraw the resources listed in Section A for non-performance of activities and requirements listed in Sections B through G. Written notice of such withdrawal—and a procedure and timeline to appeal such a decision—will be provided to Contractor.
Change Order

AIA DOCUMENT G701

PROJECT:
(name, address)
S.B.C.C.
ECC 40-44 REMODEL

CHANGE ORDER NO: ONE (1)
DATE: October 9, 2008

SANTA BARBARA COMMUNITY COLLEGE DISTRICT
SANTA BARBARA COUNTY, CALIFORNIA

ARCHITECTS PROJECT NO: 2008.07
CONSTRUCTION CONTRACT NO: BID #640
CONTRACT DATE: NTP October 10, 2008

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

TO:
(Contractor)
Dillon & Co.
630 N. 10th Street
Santa Paula, CA 93060

The Contract is changed as follows:
The project start date shall be revised to 10/10/08 and the project completion date shall be revised to 12/15/08 for (66) total calendar days.

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

The original (Contract Sum) (Guaranteed maximum Price) was
Net change by previously authorized Change Orders
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be

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

December 15, 2008

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: [Signature]
DATE: 10/15/2008

CONTRACTOR
Dillon & Co.
Address
630 N. 10th Street
Santa Paula, CA 93060

BY: [Signature]
DATE: [Signature]

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

BY: [Signature]
DATE: [Signature]

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

PROJECT (Name and address):
West Campus Swing Space-Landscape
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109

TO CONTRACTOR (Name and address):
American Landscape, Inc.
7949 Deering avenue, Canoga Park, CA 91304

ARCHITECT'S PROJECT NUMBER: 08022
CONTRACT DATE: November 10, 2008
CONTRACT FOR: General Construction

CHANGE ORDER NUMBER: 001
DATE: September 29, 2008

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
See attachment to Change Order No. 001, dated September 29, 2008.

The original Contract Sum was $210,229.00
The net change by previously authorized Change Orders $0.00
The Contract Sum prior to this Change Order was $210,229.00
The Contract Sum will be increased by this Change Order in the amount of $1,846.00
The new Contract Sum including this Change Order will be $212,075.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is December 22, 2008

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Kruger Benson Ziemer Architects
ARCHITECT (Firm name)
30 W. Arrellaga Street, Santa Barbara, CA 93101

American Landscape Inc.
CONTRACTOR (Firm name)
7949 Deering Avenue, Canoga Park, CA 91304

Santa Barbara City College
OWNER (Firm name)
721 Cliff Drive, Santa Barbara, CA 93109

DATE 1/29/08
BY (Signature) Donald Ziemer, AIA (Typed name)

DATE 10/1/08
BY (Signature) Jee Nasta (Typed name)
The contract is changed as follows:

1. Provide and install additional landscape and irrigation as agreed on site.
   
   (Re: Contractor's Change Order Request # 01)
   Requested by: Owner
   Reason: Construction coordination
   
   (Add) $2,313.00

2. Delete Irrigation materials and installation as follows: 3" Leemco Ductile Iron valve onto 3" irrigation line, and approximately 180' of 2" class 315 PVC reclaimed water mainline. Provide and install the following: valve boxes, valve box extension as needed to cover (2) 3" Ductile Iron gate valves, two 2" pressure reducing valve, Wilkins Model BR-4DU series, 2" size.
   
   (Re: Contractor's Change Order Request # 02/ PR # 001)
   Requested by: Landscape Architect
   Reason: Construction coordination
   
   (Deduct) ($467.00)

Total Cost of This Change Order: (Add) $1,846.00
Date: September 26, 2008

To: Santa Barbara City College
    Julie Hendricks
    721 Cliff Drive
    Santa Barbara, Ca. 93109

Project: Santa Barbara City College Swing Space

The agreement between Enviroplex, Inc. and Santa Barbara City College is hereby modified and amended by the following changes from the original plans and specifications.

<table>
<thead>
<tr>
<th>Scope</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Armstrong &quot;Random Fissure&quot;, 2910A ceiling tiles for Performance building</td>
<td>$1,830.00</td>
</tr>
<tr>
<td>Price includes material only, installation by others</td>
<td></td>
</tr>
<tr>
<td>2. Ceiling Grid 4' T Bar, special 424</td>
<td>$ 449.00</td>
</tr>
<tr>
<td>Price includes material only, installation by others</td>
<td></td>
</tr>
<tr>
<td>3. Additional Taxes for materials</td>
<td>$  70.00</td>
</tr>
<tr>
<td><strong>Total Changes</strong></td>
<td><strong>$ 2,349.00</strong></td>
</tr>
</tbody>
</table>

Original Contract Amount: $1,142,803.00
Total Change Order #1: $  8,041.00
Total Change Order #2: $  2,349.00
Adjusted Contract Amount: $1,153,193.00

It is mutually agreed that for such change the contract price is increased/decreased by $2,349.00 payable with/deductible from the payment becoming due under the original construction agreement, bringing the adjusted contract amount to $1,153,193.00.

Time for completion of the above cited contract/subcontract work is hereby extended 00 days beyond any completion date set forth in the original contract for such work.

All other provisions of the original contract and agreement shall remain in full force and effect, without change as a result of the charges above.

Enviroplex, Inc.  Date Requested

Owner/Architect of Record  Date of Acceptance
**Change Order**

**PROJECT (Name and address):**
Administration Building-Duplicating Remodel
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109

**TO CONTRACTOR (Name and address):**
EJS Construction
P.O. Box 939
Carpinteria, CA 93014

**ARCHITECT’S PROJECT NUMBER: 07090**

**DATE: October 10, 2008**

**CONTRACT DATE: July 14, 2008**

**CONTRACT FOR: General Construction**

**OWNER:**

**ARCHITECT:**

**CONTRACTOR:**

**FIELD:**

**OTHER:**

---

**THE CONTRACT IS CHANGED AS FOLLOWS:**

(Including, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

See attachment to Change Order No. 002, dated October 10, 2008

- The original Contract Sum was $37,900.00
- The net change by previously authorized Change Orders $239.15
- The Contract Sum prior to this Change Order was $38,139.15
- The Contract Sum will be increased by this Change Order in the amount of $351.90
- The new Contract Sum including this Change Order will be $38,491.05

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is September 15, 2008

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UN TIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

**Krugher Bensen Ziemer Architects**

**ARCHITECT (Firm name):**

30 W. Arrellaga Street, Santa Barbara, CA 93101

**BY (Signature):**

Donald Ziemer

**DATE:**

---

**EJS Construction**

**CONTRACTOR (Firm name):**

P.O. Box 939, Carpinteria, CA 93014

**BY (Signature):**

Paul Sanchez

**DATE:**

---

**Santa Barbara City College**

**OWNER (Firm name):**

721 Cliff Drive, Santa Barbara, CA 93109

**BY (Signature):**

**DATE:**

---
The contract is changed as follows:

1. Provide and install one additional electrical outlet

   (Re: Contractor's Cost Proposal #02)
   Requested by: Owner
   Reason: Additional outlet needed in the Copy/Print room

   (Add) $351.90

Total Cost of This Change Order: (Add) $351.90
September 9, 2008

Ms. Julie Hendricks
Director of Facilities
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 03109-2394

Subject: SBCC Campus Center & Physical Science Buildings
Concrete Column Repairs
Revised Proposal for CD's and CA Services
ESH 08-033a

Dear Julie:

Previously, we made investigations of the concrete arcade columns at the first floor on the south side of the Campus Center and all first floor columns at the Physical Science Buildings. Our findings, along with recommendations for repairs to the damaged columns were included in reports dated April 18, 2008 and September 9, 2008.

At your request, we are submitting this revised proposal to provide structural engineering design services associated with the preparation of Construction Documents (CD’s) for the repairs outlined in our two reports. The scope of our work will include the development of plans and details for the column repairs, providing material specifications in the form of notes on the drawings, attending a pre-bid job walk and Construction Administration (CA) services. The CA services will include reviewing submittals, addressing the contractor’s requests for information (RFI’s) and making periodic site observations with a report summarizing our findings. For the purposes of this proposal, we have included 4 site visits in our estimated fee below. As discussed, we will provide a separate set of Construction Documents for each building.

Our proposal assumes that SBCC will provide the boilerplate sections of the specification including bidding requirements, general and supplementary conditions and will handle all procedures associated with bidding process. It is also assumed that this project will not be submitted to the DSA for their review.
We propose to provide the services listed above, through the bidding process, for a fixed fee of $6,500, including all normal project expenses for postage, printing and travel to the site. Due to the nature of this type of work and the inherent discovery of latent conditions during construction, we propose to provide CA services on an hourly basis, in accordance with the attached fee schedule. We estimate that our fee may be on the order of $5,000.

Statements for professional services will be presented monthly and will be based on the work completed. Payments are due and payable within 30 days of receipt of statement.

If these terms are acceptable to you, please sign in the space provided below as evidence of our mutual understanding and agreement for this service. Please return one signed copy for our records. Thank you for opportunity to be of service to Santa Barbara City College on this project. Should you have any questions concerning this proposal, please do not hesitate to call.

Very truly yours,

EHLEN SPIESS & HAIGHT, INC.
a California corporation

John W. Spiess, S.E. 2844

Ms. Julie Hendricks Date
2008

SCHEDULE OF HOURLY RATES

PROFESSIONAL SERVICE

Clerical $ 52.00
Draftsman $ 85.00
Design Engineer Level I $ 115.00
Design Engineer Level II $ 125.00
Sr. Structural Engineer $ 150.00
Principal Engineer $ 170.00

Hourly billing rates are adjusted and subject to increase annually in January

REIMBURSABLE EXPENSES

Travel, long distance telephone, blueprints, postage, copies and other charges directly associated with the work are billed at cost. Professional Consultants are billed at cost plus 15%. Unless provided for by Agreement, plotting of CAD drawings on vellum sheets for clients, consultants or contractors use will be billed at $15 (D-size) and $20 (E-size).

STATEMENTS

Statements are prepared at the first of each month for work performed the previous month. The amount billed is payable upon receipt. Interest of 1.5% per month is payable on amounts not paid within thirty days of the statement date. Payments are applied first to interest and then to the principal.
October 3, 2008

Julie Hendricks
Director, Facilities
SANTA BARBARA CITY COLLEGE
721 Cliff Dr
Santa Barbara, CA 93109
805 965-0581 X3547
hendrick@sbcc.edu

PROPOSAL FOR CAMPUS EXTERIOR SIGNAGE AT EAST ENTRANCE

PHASE 1
A) DEVELOP SCHEMATIC CONCEPTS AND PHOTO SIMULATIONS
    B) DEVELOP CONCEPT SKETCHES AND DESIGN DRAWINGS FOR MEASURE "V" SIGNS

This proposal includes Phase One consultant planning, design and coordination services exclusively. The purpose of this work is to evaluate existing conditions (signage at east entry and throughout campus) and to develop concepts for digital signage throughout campus exterior environments. We will research digital signage options, prepare budget info and assist with the initial planning of new signage. In addition, we will sketch concepts for Measure V acknowledgement signs as noted in Item C (below).

Subsequent phase(s) will be provided at the request of SBCC and might include additional design development, contract drawings and contract administration. Biesek Design (aka design consultant) will provide the following services.

A. Site Analysis / Program Definition / Needs Assessment - The consultant will use existing data which includes current and proposed Master Plan information and supporting surveys, goal statements and data (where available) as provided by the campus project manager. The consultant will examine existing campus conditions and circulation, including vehicular and pedestrian paths and future build-outs. From these assessments (field surveys) conceptual sign designs will be developed.

B. Campus Sign Concepts - Based on campus goals and client input, consultant will provide a several conceptual design solutions including:
   - elevation sketches (colored schematics)
   - photo studies of conditions
   - photo simulations showing how proposed signs might look in place
   - sign location plan(s) showing where signs will be placed (including digital signage as well as East Gate campus entry / identification signage)
   - one or two presentations of concepts to staff / stakeholders
C. Measure V Signage – Consultants will work with SBCC project team to survey the campus for potential placement of Measure V signs (i.e., Acknowledgement graphics). Initial text to be provided by client. Scope of work to include:
- field surveys to locate optimum view corridors
- initial sign location plan
- rough sketches (exploring pedestrian and vehicular scale, rectangular signs)
- presentation of sketches and initial pricing forecast
- refinement of one or two sketch ideas
- sign design intent drawing for one sign type
- prep of artwork for sign maker

Note: Client to provide sign wording, proofreading, procurement of signs and liaison with sign maker during fabrication and installation. Consultant to provide initial sketching and drawings.

D. Budget Forecast – Upon request, the consultant will prepare a budget forecast for sign products and installation. Initial presentations will include ball park guesstimates.

E. Deliverables for Campus Digital Sign Study – Includes the following:

1. Project documentation such as meeting minutes, photos and sign planning information.

2. Up to six copies of sign design concepts will be provided, as follows:
   - sign location plan (showing where signs might be located)
   - elevation drawings of signs (schematic versions in color)
   - photo simulations (showing sign in place)
   - typographic recommendations

3. Presentation meeting (two) and site visits / planning meetings (two).

4. Client to provide:
   - current site plan of area to be studied
   - campus sign guidelines and preferences for design styles
   - one project manager for contact and coordination
FEE

Signage Design Concepts ................................................. $22,200
165 hours @ $120 average

Reimbursable expenses ................................................ Included in above figure

Biesek Design agrees to design and develop a comprehensive sign program as outlined herein. All billing shall be based on records of time spent to achieve our stated goals. Services are based on the following rates:

- Firm Principal ...................................................... $150 hr
- Project Manager (15+ yrs experience) ...................... 125 hr
- Staff Designer (5+ yrs experience) ......................... 90 hr

Reimbursable items include the following: blueprints, vellums, photocopies, Photostats, film processing and printing, typography, telephone, postage, delivery charges, graphic materials and supplies, and out of pocket expenses directly connected with the execution of this work.

Biesek Design will maintain complete and adequate accounts, books and records on a generally recognized accounting basis and authorizes the client or their agents to inspect and audit all pertinent accounts, books and records in order to verify the amounts of expenses for reimbursement. Billing shall be sent on a monthly cycle as work is performed and completed.

APPROVALS AND CONDITIONS
The client will appoint a coordinator on its staff who will obtain information regarding special sign requirements and act as liaison between the client and Biesek Design. Sign copy wording will be developed by mutual participation with final approval to be provided by the client.

The client shall provide Biesek Design with all drawings and information regarding site conditions and codes which effect the signing. This proposal does not include the costs of models, color renderings, or slide presentations which will be provided only at the request of, and the approval of the client. The designing of temporary signs is not included as a part of the fee proposal.

AMERICANS WITH DISABILITIES ACT
Biesek Design shall make a thorough effort to meet the requirements of the Americans with Disability Act (ADA) and to follow the Americans with Disabilities Act Accessibility Guidelines (ADAAG), however, the ADA is a complex law of uncertain applications and specifications provided under this agreement shall be our best interpretation of the guidelines, but shall not be construed to be legally compliant. No government agency is currently available to review ADA compliance. Further review might be required at a later date by national, state, county or city agencies, but as of this date, there is no review agency available to verify ADA compliant signage. Client hereby waives and indemnifies Consultant from any and all such claims of noncompliance.

INSURANCE
At the outset of our service contract and continuing during the term of this agreement, we shall provide and maintain insurance policies in full force and effect with responsible carriers of the following type and amount:

Workmans Compensation
We shall comply with the statutory requirements of the State of California applicable to all persons employed by us. Biesek Design may employ associate consultants on an independent contract basis at the discretion of the design firm.
Liability Insurance
General Liability Insurance, of not less than one million dollars ($1,000,000.) for death or bodily injury to one person and one million dollars ($1,000,000.) for death or injury to more than one person and property damage, or both combined, in any one occurrence.

Automobile, bodily injury liability coverage of not less than one million dollars ($1,000,000) each person, each occurrence, and property damage liability of five hundred thousand dollars ($500,000) each occurrence, covering one business related automobile.

At your request, you shall be listed as an additional insured under the above policies and said policies shall provide that they cannot be canceled without ten (10) days' prior written notice to you. We agree to furnish evidence satisfactory to you that the said policies are in full force and effect.

We agree to fully protect, indemnify, and hold harmless and defend you, your officers, agents and employees from and against any and all loss, cost, damage, injury, liability, claims, liens, demands, taxes, penalties or causes of action of every nature whatsoever, arising out of or incident to or in connection with our services under this agreement and resulting from any negligent act or omission or willful misconduct of Biesek Design.

APPROVAL TO PROCEED
If this agreement meets with your approval, please provide a service agreement per your administrative standards, whereupon we will proceed with the work as outlined.

Submitted by: Jack R Biesek
Biesek Design
PROGRAM CONTRACT
(SBCC-Rom-ParSP09)

This Contract, made this October 1, 2008 (the Effective Date), by and between Santa Barbara City College (SBCC) and ACCENT International Consortium for Academic Programs Abroad, Ltd. (ACCENT).

Whereas, the parties wish to provide SBCC students with an opportunity to study History and Art History in Rome, Italy, and Paris, France for Spring 2009,

NOW, THEREFORE, the parties agree as follows:

1. Program Dates:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Depart U.S.</td>
<td>Sunday, February 8, 2009</td>
</tr>
<tr>
<td>Arrive Rome</td>
<td>Monday, February 9, 2009</td>
</tr>
<tr>
<td>Depart Rome</td>
<td>Friday, April 3, 2009</td>
</tr>
<tr>
<td>Arrive Paris</td>
<td>Tuesday, April 14, 2009</td>
</tr>
<tr>
<td>Depart Paris</td>
<td>Saturday, May 9, 2009</td>
</tr>
</tbody>
</table>

Mid-term break: April 3 - April 14, 2009

National Holidays:
- April 13, Easter Monday
- May 1, Labor Day
- May 8, Victory Day

Number of nights: 89

2. Student Housing:

- Double/triple occupancy rooms in shared student apartments with kitchen, bathroom, and general living area will be provided within in a student residence for the Rome portion of the program. Apartment buildings are co-ed with single-sex apartments and bedrooms.
- Double occupancy rooms in the Daumesnil residence or similar student residences will be provided for the Paris portion of the program.
- Exact housing placements will be given to students upon arrival.
- Supplement to be charged for single occupancy room in Daumesnil residence, when available. Single accommodations are limited, not available in Rome, and availability will not be known until approximately 1-2 weeks prior to program departure date.
- ACCENT is able to provide the housing referenced above up to the maximum number of participants specified in the “Pricing” paragraph. If the maximum number of spaces has been filled, ACCENT will provide assistance in finding comparable or alternative housing options for students, based on availability.

3. Transportation:

- ACCENT will organize an optional round-trip group flight from LAX to Rome and Paris to LAX on a regularly scheduled airline. Airfare is not included in the program price.
- The group flight must have a minimum of 10 participants. Space on the group flight cannot be guaranteed after flight payment deadline of October 30, 2008.
- ACCENT representative(s) will meet the group flight at the appropriate airport in Rome on February 9, 2009.
• For group flight participants, ACCENT will arrange a transfer by rental bus from the airport to the student housing in Rome on the day of arrival, and from designated departure point in Paris to the airport on the group departure date.

• Non-group-flight participants are responsible for checking in at the student residence between 9 a.m. and 5 p.m. on the scheduled date of arrival and are responsible for all transfer arrangements and costs.

• ACCENT shall provide transit passes, valid on bus and metro for the duration of the program in Rome and Paris, to each participant.

• ACCENT shall provide all participants a transfer of one piece of luggage (up to 20kg) from Rome to Paris during mid-term break.

4. Orientation Program:

• A pre-departure handbook is provided to all participants. Specifically designed for students going on this program, the handbook gives vital information about preparing for an extended stay in Italy and France.

  - An internet-based orientation will also be offered to program participants.

• An on-site orientation in Rome covers practical matters as well as aspects of cross-cultural living and learning, giving program participants the tools they need to make the most of their time in Rome. A comprehensive orientation is held either the day of arrival or the following morning.

  - General orientation: includes a tour of the ACCENT facilities and addresses local customs, money, personal safety, emergency contingency plan, telephones, mail, transportation, etc.

  - Housing orientation: provides information specific to living in Rome and in student apartments.

  - Orientation materials: maps, practical living information and copies of "Rome at your Fingertips" and "The ACCENT Guide to Living in Rome", guides written by ACCENT for American students living in Rome.

  - A practical walking tour of the areas in Rome around the ACCENT Center will be conducted the day after the ACCENT orientation.

• An on-site orientation in Paris covers practical matters as well as cross-cultural living and learning, giving students the tools they need to make the most of their time in Paris. An information briefing is provided the day of arrival followed by a more extensive orientation program the next day.

  - General orientation: includes a tour of the ACCENT facilities and addresses local customs, money, personal safety, emergency contingency plan, telephones, mail, transportation, etc.

  - Housing orientation: provides information specific to living in Paris and in student residences.


• Faculty orientation meetings in Rome and Paris will address topics including: program academics, student safety, ACCENT facilities and staff, administrative matters, alcohol and harassment policies and faculty cell phone use.

5. Academic Program:

• Classrooms: ACCENT will provide classroom space in Rome for 4 hours per day, 4 days a week for 8 weeks. In Paris, ACCENT will provide classroom space for 4 hours per day, 4 days a week for 4 weeks. Exact hours of use will be decided closer to arrival and cannot be guaranteed.

• Faculty may schedule access to DVD/VCR (U.S., French, and Italian systems), monitor, overhead projector, slide projectors, screens, radio/cassette/CD players, limited audio-visual library.

• Local Faculty will be hired to teach Art History in Rome and History in Paris.

  - Instructors will be hired based on enrollment and SBCC needs, which will be determined 60 days prior to departure. The Art History Instructor will be paid by ACCENT and ACCENT will be reimbursed at the rate of $4500 per course. The History Instructor will be paid by ACCENT and ACCENT will be reimbursed at the rate of $4500 per course. SBCC shall make payments to ACCENT for these services as agreed to in advance and upon receiving the invoice for the amount due.

• ACCENT shall provide €240 per participant for course-related visits and guides within Rome and Paris.
6. Cultural Program and Excursions:
   - To acquaint program participants with the cultural aspects of life in Rome and Paris, ACCENT will plan a series of optional free or inexpensive activities which varies but often includes lectures on local customs and contemporary issues, sports events, walking tours and dinners.
   - ACCENT shall provide:
     - A one-day excursion (including entry costs, guide and coach transport) to:
       Chartres
       or similar

7. Center/Administrative Assistance:
   - The ACCENT Rome Center will be open 9:00am - 5:00pm weekdays to students and faculty for the duration of the program (closed weekends/Italian national holidays).
   - The ACCENT Paris Center will be open 9:00am - 5:00pm weekdays to program participants and faculty for the duration of the program (closed weekends/French national holidays).
   - The ACCENT Rome and Paris staff will coordinate housing arrangements and excursions and will work to resolve any logistical problems that may arise.
   - ACCENT will provide students and faculty with a list of emergency telephone numbers for ambulances, hospitals, doctors, taxis, etc. at the overseas orientation. During the program, an ACCENT staff member will be assigned to be reasonably accessible by telephone 24 hours a day/7 days a week in the case of a serious emergency.
   - Extensive practical and cultural information is available allowing program participants to take full advantage of the culture in Rome and Paris: travel guides and information, a lending library of English and Italian and French books (both academic and fiction), and listings of locations of banks, doctors, laundry facilities, etc.
   - The experienced ACCENT staff is available to provide general information, crisis intervention and referrals to other professionals as needed.
   - Participants are responsible for all costs associated with obtaining any required legal residency documents upon arrival in Rome. ACCENT will assist participants in meeting legal residency requirements provided they have made payment for all associated costs.
   - ACCENT will make all arrangements for class/visit scheduling.
   - Within the ACCENT Rome Center students have limited access to a PC computer lab with Internet access and a study room with WIFI access Monday through Friday during regular business hours indicated above.
   - Within the ACCENT Paris Center students have limited access to a Macintosh based computer lab with Internet access and WIFI network Monday through Friday during regular business hours indicated above. A classroom within the ACCENT Center also serves as a study room when available.
   - A general work space within the ACCENT Rome and Paris Center, including shared access to a desk and computer with Internet access, is provided for all faculty.
   - ACCENT administrative services are available to faculty (faxing and photocopying). Any charges incurred through use of these services are at the U.S. institution’s expense and must either be paid on-site or by invoice at the end of the program.

8. Faculty Housing and Services:
   - Provisions indicated in the Faculty Housing and Services section are included in program pricing for 1 accompanying faculty.
   - Housing, Food and Telephone
     - A 1-bedroom apartment with cell phone (no landline) shall be provided for faculty member in Rome and Paris.
     - Cell phone will be distributed to faculty on a loan basis upon arrival. The phone is provided for general communication use and for use as part of ACCENT’s emergency communication network. Faculty are responsible for charges incurred by the use of this phone including loss of/damage to the phone until it is returned to ACCENT.
Utilities (gas, electricity, telephone charges) are not included. A security deposit of $750 for the apartments must be paid by SBCC prior to start of program; utilities, phone, damages and any excessive cleaning costs will be deducted from this deposit. Any remaining amount will be returned to payer after receipt of final utilities bills for period during which occupant was in apartment (approximately 3 months following end of program).

- **Transportation and Excursions/Visits**
  - Transportation and entries on course-related visits and excursions are included.
  - 1 round-trip transatlantic ticket on the scheduled group flight from LAX to Rome and Paris to LAX is included.
  - Faculty not taking the group flight will be given an equivalent allowance (up to $1400) and will be responsible for their own travel arrangements.
  - For faculty taking the group flight, transfer is included from the group arrival point in Rome to lodgings upon arrival.
  - Faculty not taking the group flight are responsible for checking in at the ACCENT Center and for associated transfer costs.
  - Transit passes, valid on bus and metro in Rome and Paris, are included for each faculty member.

- **Additional expenses**
  - Should faculty members wish to invite guests or others who are not paid program participants to accompany them on any part of the program they must seek approval from ACCENT. Upon approval by ACCENT, they are then responsible for paying ACCENT (on-site) for their share of any additional housing, transportation, food, excursion ticket, and other additional costs.

9. **Insurance and Liability:**
   - It is the responsibility of all program participants and faculty to obtain their own medical insurance. ACCENT requires proof of such insurance from each program participant.
   - ACCENT recommends that individuals obtain trip cancellation and personal property insurance.
   - ACCENT advises SBCC that it would be prudent to require their students who carry costly laptops, cameras, ipods, and/or other costly valuables to Europe to purchase private insurance to compensate them for any losses, whether due to theft, damage, breakage or other causes. Should the SBCC decide to not require such insurance, the school is advised to urge its students in writing to voluntarily purchase such insurance.
   - Upon request, ACCENT will supply information to participants concerning health/travel/cancellation insurance options.
   - Participants who choose to or who are required to obtain a visa from the host country’s consulate may be subject to additional insurance requirements.
   - ACCENT holds foreign general liability coverage to the amount of $7,000,000.
   - ACCENT will provide SBCC a certificate of insurance naming the school as an “additional insured” on this policy.
   - ACCENT defers to SBCC’s authority over the supervision and use of alcoholic beverages by its students and faculty.
   - See attached Contract Addendum RE: Authority and Responsibility for Use of Alcohol.

10. **Pre-departure Services:**
    - ACCENT will assist SBCC in promoting the program and will be an integral part of the recruiting process.
    - ACCENT will work in collaboration with SBCC throughout the enrollment process.

11. **Subcontracting:**
    - ACCENT will perform the above agreed upon services, subcontracting as necessary with Scuola Leonardo da Vinci, and other organizations/services.
12. Pricing:

Prices indicated are for 25 to 29 participants.

- Program price per participant (not including security deposit) $7200
- Refundable security deposit per participant $200
- Single room supplement, Paris only (to be paid directly to ACCENT by each participant) $400

Prices are subject to change based on the number of participants enrolled (as follows):

<table>
<thead>
<tr>
<th>Participants Range</th>
<th>Price Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>20-24</td>
<td>$7475 + $200 security deposit</td>
</tr>
<tr>
<td>30-34</td>
<td>$7025 + $200 security deposit</td>
</tr>
<tr>
<td>35 to a maximum of 40</td>
<td>$6900 + $200 security deposit</td>
</tr>
</tbody>
</table>

Included in the above program price(s) is $350 per participant to be returned to SBCC upon receipt of invoice.

The Art History Instructor in Rome will be paid by ACCENT at the rate of $5,159 per course and ACCENT will be reimbursed by SBCC at the rate of $4,500. The History instructor in Paris will be paid by ACCENT at the rate of $6,022 per course and ACCENT will be reimbursed at the rate of $4,500. The remainder is included in the program pricing. SBCC shall make payments to ACCENT for these services as agreed to in advance and upon receiving the invoice for the amount due.

13. Payment & Enrollment Deadlines:

<table>
<thead>
<tr>
<th>Deadline</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-refundable first payment due with application</td>
<td>$250</td>
</tr>
<tr>
<td>Second payment due November 13, 2008</td>
<td>$3475</td>
</tr>
<tr>
<td>Final payment due December 1, 2008</td>
<td>$3675</td>
</tr>
</tbody>
</table>

Payment amounts may vary according to previous paragraph. All payments, including any supplements, will be paid directly to ACCENT by each participant.

Participants will be accommodated on a space available basis until the final payment deadline. After the final payment deadline, the program is considered closed; additional participants may be able to join the program on a case-by-case basis, depending on conditions at the time and ACCENT’s sole discretion.

A security deposit of $200 per participant (included in the payments above) will be paid directly to ACCENT by each participant. This amount will be refunded to program participants approximately 3 months following the end of the program, less any charges for damages, unreturned items, etc. This amount is in addition to the program fee as indicated in the Pricing paragraph above.

Failure to make any payment when due shall automatically cancel participant from the program one week after payment due date. All payments are effective the day they are received by the ACCENT San Francisco Center. ACCENT, in its sole discretion, may reinstate an applicant subject to availability of space and late enrollment fees.

14. Refunds/Cancellations

- Any individual cancellation must be made in writing to the ACCENT San Francisco Center and is effective the date of the receipt by ACCENT.

Cancellation fees:

<table>
<thead>
<tr>
<th>Days Prior to Start</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>70 days or more</td>
<td>$250</td>
</tr>
<tr>
<td>50-69 days</td>
<td>$500</td>
</tr>
<tr>
<td>30-49 days</td>
<td>$1000</td>
</tr>
<tr>
<td>8-29 days</td>
<td>$2000</td>
</tr>
<tr>
<td>0-7 days</td>
<td>No refund</td>
</tr>
</tbody>
</table>

- Before the start date of the program, should the U.S. State Department issue a “Travel Warning” telling American citizens not to travel to Rome, Italy, ACCENT will immediately advise the sponsoring school to cancel its program. In such case, if the program is immediately canceled in writing by the sponsoring school, ACCENT will refund the entire program fee to all participants on that program.
- Should a program be canceled in writing by the sponsoring school after the program start date, no refund amount can be guaranteed, although ACCENT will make reasonable efforts to seek refunds from third parties for costs not yet incurred.

15. **Exchange Rate:**

    Program price is based on a U.S. $1.00 = €0.63 (conversion rate of July 11, 2008).

    Should the value of the dollar increase or decrease outside of a 10% margin (official rate to be determined by the international exchange rate listed on www.xe.com on November 24, 2008), ACCENT will require a per-participant supplement or provide a refund as follows:
    - Supplement of 1% of final program price for each eurocent below €0.57
    - Refund of 1% of final program price for each eurocent above €0.69

For: Santa Barbara City College

______________________________
Signature

JOSEPH E. SULLIVAN
Name (printed)

VICE PRESIDENT, BUSINESS SERVICES
Title

______________________________
Date

For: ACCENT International Consortium
for Academic Programs Abroad, Ltd.

______________________________
Ray Vernon
Executive Director

______________________________
Date

October 1, 2008
CONTRACT ADDENDUM:
SCHOOL AUTHORITY AND RESPONSIBILITY FOR USE OF ALCOHOL

(1) ACCENT recognizes that:
Many colleges and universities prohibit outright the presence and/or consumption of alcohol on university property such as campuses, off campus dormitories, and other facilities.

(2) ACCENT also recognizes that:
Some colleges and universities permit the purchase and consumption of alcohol in connection with specific school-related activities, and some schools supervise and regulate the presence and consumption of alcohol under specified conditions.

(3) ACCENT also recognizes that:
Program participants are adults who are expected to comport themselves maturely, and their European cultural experience includes exposure to the host country’s gastronomy, including wine, and alcoholic beverages.

(4) ACCENT believes the authority and responsibility to buy and serve alcoholic beverages must be that of the college or university, and its representatives. Accordingly, when the college or university chooses to make alcohol available to its program participants, ACCENT, as service provider will cooperate and assist the school, subject to (5) and (6) below.

(5) It is understood that the college or university is fully responsible for supervision of students and faculty who consume these alcoholic beverages, and the school agrees to hold ACCENT harmless, to defend, and to indemnify ACCENT, including attorneys' fees and costs, from any liability or damages claims which arise directly or indirectly in connection with use of alcohol by its faculty or students.

(6) It is also understood that the institution is responsible for instructing the University's faculty and/or institutional representative to act in conformity with his/her institution's alcohol policy, if any, and when the faculty or institutional representative authorizes or acquiesces in faculty or student alcohol use, he/she thereby binds his/her institution pursuant to (4) and (5), above.
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Re: INTERNAL BUDGET TRANSFERS - FISCAL YEAR 08-09

WHEREAS, the Santa Barbara City College District Board of Trustees on June 26, 2008, adopted a tentative 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>
<td>11000</td>
<td>100000-Academic Salaries</td>
<td>$1,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>500000-Other Operating Expense</td>
<td>$1,000.00</td>
<td></td>
</tr>
<tr>
<td>Student Information System Increase For Support Supplies</td>
<td>11000</td>
<td>400000-Supplies and Materials</td>
<td>$2,500.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>500000-Other Operating Expense</td>
<td>$2,500.00</td>
<td></td>
</tr>
<tr>
<td>General Fund - Restricted</td>
<td>12034</td>
<td>200000-Classified Salaries</td>
<td>$11,009.62</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12034</td>
<td>300000-Employee Benefits</td>
<td>$3,851.38</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12034</td>
<td>500000-Other Operating Expense</td>
<td>$14,861.00</td>
<td></td>
</tr>
<tr>
<td>Cal-SOAP Orfaea Family Grant for New Site Coordinator Salary</td>
<td>12070</td>
<td>200000-Classified Salaries</td>
<td>$1,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12070</td>
<td>300000-Employee Benefits</td>
<td>$13.60</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12070</td>
<td>400000-Supplies and Materials</td>
<td>$1,013.60</td>
<td></td>
</tr>
<tr>
<td>Ernie Drew Grant Increase for Hourly Student Inst. Aid Salary &amp; Benefits</td>
<td>12166</td>
<td>100000-Academic Salaries</td>
<td>$2,500.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12166</td>
<td>200000-Classified Salaries</td>
<td>$2,500.00</td>
<td></td>
</tr>
<tr>
<td>MESA Program to Cover Administrators Non Teaching Salary</td>
<td>12187</td>
<td>400000-Supplies and Materials</td>
<td>$1,064.24</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12187</td>
<td>500000-Other Operating Expense</td>
<td>$1,064.24</td>
<td></td>
</tr>
</tbody>
</table>
PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College

District this 30th of October 2008, by the following vote:

Ayes:

Noes:

Absent:

Concur:

Dr. Andreea M. Serban
Superintendent/President and Secretary/
Clerk to the Board of Trustees
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Resolution No. 4 (2008-09)

RE: Additional Revenue 2008-2009

WHEREAS, additional revenue not included in the 2008-2009 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.

<table>
<thead>
<tr>
<th>Program</th>
<th>Fund</th>
<th>Revenue Object</th>
<th>Amount</th>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund - Restricted</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CalSOAP Membership Contribution</td>
<td>12033 Local Income</td>
<td>889000</td>
<td>$ 800</td>
<td>12033</td>
<td>800</td>
</tr>
<tr>
<td>Budget Revision - increase to amount awarded.</td>
<td></td>
<td></td>
<td>$ 800</td>
<td></td>
<td>$ 800</td>
</tr>
<tr>
<td>Center for Sustainability</td>
<td>12047 Gifts, Grants, and Endowments</td>
<td>882000</td>
<td>$ 5,019</td>
<td>12047</td>
<td>5,019</td>
</tr>
<tr>
<td>Budget Revision - increase to amount awarded.</td>
<td></td>
<td></td>
<td>$ 5,019</td>
<td></td>
<td>$ 5,019</td>
</tr>
<tr>
<td>Construction Academy</td>
<td>12062 Gifts, Grants, and Endowments</td>
<td>882000</td>
<td>$ 3,683</td>
<td>12062</td>
<td>3,683</td>
</tr>
<tr>
<td>Budget Revision - increase to amount awarded.</td>
<td></td>
<td></td>
<td>$ 3,683</td>
<td></td>
<td>$ 3,683</td>
</tr>
<tr>
<td>Health Fees</td>
<td>12124 Local Revenue Health Fees</td>
<td>887600</td>
<td>$ (27,950)</td>
<td>12124</td>
<td>(27,950)</td>
</tr>
<tr>
<td>Budget Revision - Decreased to Estimated Amount to be Received.</td>
<td></td>
<td></td>
<td>$ (27,950)</td>
<td></td>
<td>$ (27,950)</td>
</tr>
<tr>
<td>MESA Program 08-09</td>
<td>12167 Categorical Program Allowances</td>
<td>865000</td>
<td>$ 73,033</td>
<td>12167</td>
<td>73,033</td>
</tr>
<tr>
<td>New MESA State Funded Grant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total New Money**

$ 54,585

PASSED AND ADOPTED BY THE Board of Trustees of the Santa Barbara Community College District on the 30th day of October 2008, by the following vote:

Ayes:

Noes:

Absent:

Concur:

Item 6.2-b
10/30/08

Dr. Andreea Serban
Superintendent/President and Secretary/
Clerk to the Board of Trustees
RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction and to authorize the designated personnel to sign contract documents for fiscal year 2008-09.

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

Re: Statewide Financial Aid Awareness Campaign – Contract #08-0104

BE IT RESOLVED that the Board of Trustees of the Santa Barbara Community College District authorizes entering into Contract No. 08-0104 with the Chancellor’s Office of the California Community Colleges, for administration of the Statewide Financial Aid Awareness Campaign, and that the person listed below is authorized to sign the transaction for the Board of Trustees.

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

PASSED AND ADOPTED this 30th day of October 2008 by the Board of Trustees of the Santa Barbara Community College District of Santa Barbara County, California.

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

Date

Andreea Serban, Superintendent/President and Secretary/Clerk to the Board of Trustees
1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY’S NAME
Chancellor’s Office, California Community Colleges

CONTRACTOR’S NAME
Santa Barbara Community College District

2. The term of this Agreement is:
   July 1, 2008 through June 30, 2009

3. The maximum amount of this Agreement is:
   2,442,440.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

   Exhibit A – Scope of Work 1 page(s)
   Exhibit B – Budget Detail and Payment Provisions 2 page(s)
   Exhibit C – General Terms and Conditions (Attached hereto as part of this Agreement) 6 page(s)
   Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement) 12 page(s)
   Exhibit E – Request for Proposals (Attached hereto as part of this Agreement) 0 page(s)
   Exhibit F – Contractor’s Proposal (Attached hereto as part of this Agreement) 2 page(s)
   Exhibit G – Contractor’s Cost Proposal (Attached hereto as part of this Agreement) 3 page(s)
   Exhibit H – Contractor Certification Clauses, Chancellor’s Office Form CCC-1005 (Attached hereto as part of this agreement) 5 page(s)
   Exhibit I – Progress Payment Schedule 1 page(s)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

STATE AGENCY

Chancellor’s Office, California Community Colleges

BY (Authorized Signature) DATE SIGNED/Do not type

PRINTED NAME AND TITLE OF PERSON SIGNING

JOSEPH SULLIVAN, VICE PRES., BUSINESS SERVICES

ADDRESS
721 Cliff Drive, Santa Barbara, CA 93109-2394

STATE OF CALIFORNIA

Exempt from DGS approval pursuant to AB 1441, Chapter 36 of the Statutes of 2000

BY (Authorized Signature) DATE SIGNED/Do not type

PRINTED NAME AND TITLE OF PERSON SIGNING

Steven Bruckman, Executive Vice Chancellor

ADDRESS
1102 Q Street, Sacramento, CA 95811-6549
EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Services to Be Provided

Contractor agrees to provide to the Chancellor's Office of the California Community Colleges (hereinafter referred to as the Chancellor's Office) the services specified in the Contractor's Proposal, Exhibit F, and as further described herein. Exhibit F is attached hereto and by reference made a part of this Agreement.

2. Project Representatives

The project representatives during the term of this agreement will be:

<table>
<thead>
<tr>
<th>Chancellor's Office: Project Monitor</th>
<th>Contractor: Project Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Marianne Estes</td>
<td>Name: Paige Marlatt-Dorr</td>
</tr>
<tr>
<td>Phone: (916) 322-4260</td>
<td>Phone: (915) 601-8005</td>
</tr>
<tr>
<td>Fax: (916) 327-2270</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

Direct inquiries regarding terms or conditions of the agreement should be made to:

<table>
<thead>
<tr>
<th>Chancellor's Office: Contract Manager</th>
<th>Contractor: Santa Barbara CCD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Wendy Lozoya</td>
<td>Name: Tonya Yescas</td>
</tr>
<tr>
<td>Address: 1102 Q Street, Sacramento, CA 95811</td>
<td>Address: 721 Cliff Dr., Santa Barbara, CA 93109</td>
</tr>
<tr>
<td>Phone: (916) 327-5906</td>
<td>Phone: (805) 955-0581 ext. 2557</td>
</tr>
<tr>
<td>Fax: (916) 323-9478</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

3. Contractor's Project Director and Key Personnel

Substitution of Contractor's Project Director, as indicated in provision 2. above, or Contractor's key personnel, as indicated in the Contractor's Proposal (Exhibit F), may not be made without the prior written approval of the Chancellor's Office Project Monitor.

4. Chancellor's Office Project Monitor

The Project Monitor is responsible for overseeing the project as a whole, and any questions or problems relating to the project should be directed to the Project Monitor. If necessary, the Chancellor's Office may change the Project Monitor by written notice sent to the Contractor.

5. Chancellor's Office Contract Manager

The Chancellor's Office may change the Contract Manager by written notice given to the Contractor. Any questions relating to the terms or conditions of the Agreement document should be addressed to the Contract Manager.
EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Costs and Payments
   a. In consideration of satisfactory performance of this Agreement, the Chancellor’s Office agrees to pay the Contractor costs in accordance with the Contractor’s Cost Proposal, Exhibit G, which is also attached hereto and by reference made a part of this Agreement.
   b. The total amount payable under this Agreement shall not exceed the maximum amount of this Agreement, specified on the face page of this Agreement. Payment shall be made through progress payments for completion of key objectives as set forth in Exhibit I which is also attached hereto and by reference made a part of this Agreement. Progress payments will be made upon receipt of an invoice, in triplicate, specifying this Agreement Number, the objective or objectives achieved, and the amount due therefore, as provided in Exhibit I. The final payment of ten percent of the total contract amount shall be paid only upon satisfactory performance of all aspects of this Agreement. No payments shall be made without the written approval of the Project Monitor and the Executive Vice Chancellor, or his/her designee. Such approval is contingent upon the Project Monitor’s determination that the Contractor has achieved the objective or objectives for which payment is sought under each invoice.

2. Budget Changes

Changes in budget line item amounts which are up to and including ten percent of the total budget amount may be made with the prior written approval of the Project Monitor. Changes in budget line item amounts which are greater than ten percent of the total budget amount may be made only through a written and duly executed amendment to this Agreement.

3. Budget Contingency Clause
   a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after the determination was made.
   b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Chancellor’s Office shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
   c. If funding for any fiscal year is reduced or deleted by the state or federal budget for purposes of this program, the Chancellor’s Office shall have the option to either cancel this Agreement with no liability occurring to the Chancellor’s Office, or offer an Agreement Amendment to Contractor to reflect the reduced amount.
   d. Contractor shall inform any subcontractors that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
EXHIBIT B  
(Standard Agreement)  

BUDGET DETAIL AND PAYMENT PROVISIONS  

e. In addition, this Agreement is subject to any additional restrictions, limitations or conditions enacted in the state or federal budget and/or laws and Executive Orders that may affect the provisions, term, or funding of this Agreement in any manner.  

4. Fiscal Reports  
Contractor shall furnish detailed itemization of and retain all records relating to direct expenses reimbursed to Contractor hereunder and to hours of employment on this Agreement by any employee of Contractor for which the Chancellor's Office is billed.  

Invoices for services rendered are to be delivered to the Accounting Office, California Community Colleges, 1102 Q Street, 4th Floor, Sacramento, CA 95811-6549.  

5. Prompt Payment Clause  
If Contractor is not a community college district or other public entity, payment will be made in accordance with, and within the time specified in, chapter 4.5 of part 3 of division 3.6 of title 1 of the Government Code, commencing with section 927.
EXHIBIT C  
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

1. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

2. Assignment

Contractor may not transfer by assignment or novation the performance of this Agreement or any part thereof except with the prior written approval of the Project Monitor. Nor may Contractor, without the prior written consent of the Project Monitor, assign any other right that Contractor may have under this Agreement. Each assignment that is approved by the Project Monitor shall contain a provision prohibiting further assignments to any third or subsequent tier assignee without additional written approval by the Project Monitor. The Project Monitor’s consent to one or more such assignments or novations shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent assignment or novation.

3. Audit

Contractor agrees that the Chancellor’s Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Chancellor’s Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code, § 8546.7; Pub. Contr. Code, §§ 10115 et seq.; Cal. Code Regs., tit. 2, § 1896.)

4. Indemnification

Contractor agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor’s Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement. Such defense and payment will be conditional upon the following:

a. The Chancellor’s Office will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

b. Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:
EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);

2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and

3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

5. Disputes

In the event of a dispute, the parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor agrees to file a "Notice of Dispute" with the Chancellor's Office, California Community Colleges, within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor or his or her designee shall meet with Contractor and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor shall be final.

In the event of a dispute, the language contained in Exhibits A through D of this Agreement shall prevail over any other language including that contained in any other Exhibits.

Contractor shall continue with the responsibilities under this Agreement during any dispute.

6. Termination

a. Bankruptcy. In the event proceedings in bankruptcy are commenced against the Contractor, Contractor is adjudged bankrupt or a receiver is appointed and qualifies, then the Chancellor's Office may terminate this Agreement and all further rights and obligations hereunder, by giving five days notice in writing in the manner specified herein. It is recognized by the parties that equipment purchased by Contractor or the Chancellor's Office for this project shall have lien rights held in the name of the Chancellor's Office which shall retain lien rights until the Contractor either returns said equipment to the Chancellor's Office or purchases it as is provided by the terms of this Agreement.

b. Termination Option. The Chancellor's Office may, at its option, terminate this Agreement at any time upon giving thirty (30) days' advance notice in writing to Contractor in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Contractor for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Contractor have been avoided, but not in excess of the maximum payable under this Agreement. In such event, Contractor agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Contractor may, with approval of the Chancellor's Office, purchase said equipment as provided by the terms of this Agreement.
c. Event of Breach. In the event of any breach of this Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Agreement upon five days' written notice to the Contractor. In the event of such termination the Chancellor's Office may proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid to the Contractor upon demand. Whether or not the Chancellor's Office elects to proceed with the project, Chancellor's Office shall pay Contractor only the reasonable value of the services theretofore rendered by Contractor as may be agreed upon by the parties or determined by a court of law.

d. Gratuities. The Chancellor's Office may, by written notice to the Contractor, terminate the right of Contractor to proceed under this Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the Chancellor's Office with a view toward securing a contract or agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such contract or agreement.

In the event this Agreement is terminated as provided herein, Chancellor's Office shall be entitled to (1) pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

The rights and remedies of Chancellor's Office provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. Independent Status of Contractor

The Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

8. Recycling Certification

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in Public Contract Code section 12200, in products, materials, goods, or supplies offered or sold to the state in the performance of this Agreement, regardless of whether the product meets the requirements of Public Contract Code section 12209. With respect to printer or duplication cartridges that comply with the requirements of section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply. (Pub. Contr. Code, § 12205.)
EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

9. Nondiscrimination Clause
   a. During the performance of this Agreement, Contractor and its subcontractors shall not
      unlawfully discriminate, harass or allow harassment against any employee or applicant for
      employment because of ethnic group identification, national origin, religion, creed, age,
      sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS),
      mental disability, medical condition (cancer and genetic characteristics), or on the basis of
      these perceived characteristics or based on association with a person or group with one or
      more of these actual or perceived characteristics, marital status, denial of family care
      leave, political affiliation, or position in a labor dispute. Contractor and its subcontractors
      shall insure that the evaluation and treatment of their employees and applicants for
      employment are free from such discrimination and harassment.
   b. Contractor and its subcontractors shall comply with the provisions of the Fair Employment
      and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations
      promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable
      regulations of the Fair Employment and Housing Commission implementing Government
      Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code
      of Regulations, are incorporated into this Agreement by reference and made a part hereof
      as if set forth in full.
   c. Contractor and its subcontractors shall also comply with the provisions of Government
      Code sections 11135-11139.8.
   d. Contractor and its subcontractors shall give written notice of their obligations under this
      clause to labor organizations with which they have a collective bargaining or other
      agreement.
   e. The Contractor shall include the nondiscrimination and compliance provisions of this
      clause in all subcontracts to perform work under the Agreement.

10. Certification Clauses

    The Contractor Certification Clauses contained in Chancellor's Office form CCC-1005 are hereby
    incorporated by reference and made a part of this Agreement by this reference, and are attached
    hereto as Exhibit H.

11. Timeliness

    Time is of the essence in this Agreement.

12. Compensation

    The consideration to be paid Contractor, as provided herein, shall be in compensation for all of
    Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes,
    unless otherwise expressly so provided.
13. **Governing Law**

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Agreement shall be in Sacramento County, Sacramento, California.

14. **Antitrust Claims**

The Contractor, by signing this agreement, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of section 16750 of the Business and Professions Code. (Gov. Code, § 4550(a).)

2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. (Gov. Code, § 4550(b).)

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Gov. Code, § 4552.)

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (Gov. Code, § 4553.)

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (Gov. Code, § 4554.)
EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

15. Child Support Compliance Act

For any Agreement in excess of $100,000, the Contractor acknowledges in accordance with Public Contract Code section 7110, that:

a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in chapter 8 (commencing with section 5200) of part 5 of division 9 of the Family Code, and

b. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

16. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

17. Priority Hiring Considerations

If this Agreement includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The Chancellor's Office will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Subcontracts

a. The Contractor agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractor(s) to perform the services under this Agreement, at which time the Chancellor's Office will inform the Contractor of any applicable legal requirements regarding disabled veteran business enterprise participation requirements and the use of the Request for Proposals primary or two-tier method. Subcontractors specifically identified in this Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements are deemed to be approved upon execution of this Agreement.

b. In any event, any additional subcontractor(s) retained by the Contractor shall be selected using procedures reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor is the best qualified party available to provide the required services. Upon request, Contractor shall furnish evidence of compliance with this provision to the Project Monitor. Contractor shall immediately notify the Project Monitor in the event that any subcontract is terminated.

c. All subcontracts shall contain a provision prohibiting any third or subsequent tier subcontracts without additional written approval by the Project Monitor.

d. The Project Monitor's consent to one or more subcontracts shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract.

e. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Chancellor's Office and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is independent from the obligation of the Chancellor's Office to make payments to the Contractor. As a result, the Chancellor's Office shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

3. Subcontract Payments

Contractor shall obtain the written approval of the Project Monitor and the Executive Vice Chancellor, or his/her designee, before making payments under this Agreement to any subcontractors.
EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

4. Notice

Any notice to either party which is required or permitted to be given under this Agreement shall be given by certified mail properly addressed, postage fully prepaid to the address beneath the name of each respective party. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by post office, such notice shall be postponed 24 hours for each such intervening day.

5. Interpretation

In the interpretation of this Agreement, any inconsistencies between the terms of Exhibits A through D and the language of any other Exhibit or document shall be resolved in favor of the terms of Exhibits A through D.

6. Reports

a. Monthly Progress Reports. Except as otherwise specified by the Chancellor’s Office, Contractor shall provide a progress report in writing at least once a month to the Project Monitor. Each progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule, and any pertinent reports or interim findings. Contractor shall discuss any difficulties or special problems so that remedies can be developed as soon as possible. Contractor shall provide four copies by the tenth of the month following the month to which it relates.

b. Final Report. By July 31, 2009, Contractor shall provide the Project Monitor a comprehensive Final Report, a brief summary of same, and a brief (200 words or less), factual abstract of the final report.

1. Summary. The summary shall include a statement of the problem, techniques used to solve the problem, conclusions of the problem, and any additional follow-up or ongoing recommendations. The summary shall be prepared in language and structure easily understood by members of the public who may have limited technical background. Contractor shall provide the Chancellor’s Office with ten (10) copies and a reproducible master.

2. Abstracts. Contractor shall provide a brief (200 words or less), factual abstract of the most significant information contained in the report.

Contractor shall meet with Chancellor’s Office staff to present the findings, conclusions, and recommendations. Both the final meeting and final report must be completed on or before the date specified above for submission of the final report.

The Contractor shall be available from July 30, 2009, to and including August 31, 2009, to answer questions pertaining to the Final Report and/or revise the Final Report.

c. The Chancellor’s Office reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement and authorize others to use or reproduce such materials.
EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

d. All reports are to be delivered to the Project Monitor, Chancellor's Office, California Community Colleges, 1102 Q Street, Sacramento, CA 95811-6549

e. Any document or written report prepared, in whole or in part, by Contractor or subcontractors, shall contain the numbers and dollar amounts of this Agreement and all subcontracts relating to the preparation of such document or written report. The Agreement and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)

f. When multiple documents or written reports are the subject or product of this Agreement, the disclosure section must also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)

7. Copyright and Intellectual Property

a. Contractor agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and/or trademarks or servicemarks first created, developed or produced pursuant to this Agreement, whether by Contractor or subcontractors, shall be and are Work for Hire. All subcontracts shall include a Work for Hire provision by which all materials, procedures, processes, machines, computer programs, computer software, and trademarks or servicemarks produced as a result of this Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under this Agreement or under any subcontract shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Agreement.

b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Contractor, and all subcontractors and others that produce copyright materials pursuant to this Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Contractor or its subcontractors, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office may license Contractor or its subcontractors, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement.

c. All materials first developed in draft and in final form pursuant to this Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.,” followed by the year created; and the words "Chancellor's Office, California Community Colleges.” Acknowledgment may be given to Contractor or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or Contractor that the copyright be registered with the U.S. Copyright Office, Contractor will be responsible for applying for, paying the filing fees for, and securing said copyright.
EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

d. All technical communications and records originated or first prepared by Contractor or its subcontractors, if any, pursuant to this Work for Hire agreement including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Contractor's administrative communications and records relating to this Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

e. If it is deemed necessary by either the Chancellor's Office or Contractor that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufactures, or composition of matter, Contractor will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Contractor or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to Contractor. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Agreement.

f. All trademarks and servicemarks first created, developed or acquired pursuant to this Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or Contractor that a trademark or servicemark be registered with state or federal agencies, Contractor will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Agreement to Contractor.

g. In connection with any license granted pursuant to the preceding paragraphs, Contractor agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Contractor may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

h. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and trademarks or servicemarks created, developed or produced pursuant to this Agreement by subcontractors that create works for this Agreement for Contractor are for and are the property of the Chancellor's Office. Contractor shall obtain an acknowledgement of the work for hire performed by these subcontractors that produce intellectual property pursuant to this Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors. Contractor shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors that create works for this Agreement. No unpaid volunteer or other person shall produce copyright materials under this Agreement without entering into a subcontract between such person(s) and Contractor giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar ($1).
EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

8. Public Hearings

If public hearings on the subject matter dealt with in this Agreement are held during the period of the Agreement, Contractor will make available the personnel assigned to this Agreement for the purpose of testifying. Chancellor's Office will reimburse Contractor for compensation and travel of said personnel at the contract rates for such testimony as may be requested by Chancellor's Office.

9. Confidentiality of Data and Reports

a. To the extent permissible by law, Contractor will not disclose data or disseminate the contents of the final or any preliminary report without the express written permission of the Project Monitor.

b. Permission to disclose information on one occasion or at public hearings held by the Chancellor’s Office relating to the same shall not authorize Contractor to further disclose such information or disseminate the same on any other occasion.

c. Contractor will not comment publicly to the press or any other media regarding its report, or the actions of the Chancellor’s Office on the same, except to Chancellor’s Office staff, Contractor’s own personnel involved in the performance of this Agreement, or at a public hearing, or in response to questions from a legislative committee.

d. If requested by Chancellor’s Office, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by Chancellor’s Office and shall supply Chancellor’s Office with evidence thereof.

e. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.

10. Provisions Relating to Data

a. “Data” as used in this Agreement means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may for example, document research or experimental, developmental or engineering work, or be used to define a design or process or to support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical models, collections or extrapolations of data or information, etc. It may be in machine form such as punched cards, magnetic tape or computer printouts, or may be retained in computer memory.

b. “Proprietary data” is such data as the Contractor has identified in a satisfactory manner as being under Contractor’s control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to “proprietary data” shall remain with the Contractor throughout the term of this agreement and thereafter. As to “proprietary data,” the extent of Chancellor’s Office access to the same and the testimony available regarding the same shall be limited to that reasonably
necessary to demonstrate in a scientific manner to the satisfaction of scientific persons the validity of any premise, postulate or conclusion referred to or expressed in any deliverable hereunder.

c. "Generated data" is that data which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the Chancellor's Office, together with complete documentation thereof, shall be treated hereunder in the same manner as "generated data." "Generated data" shall be the property of the Chancellor's Office unless and only to the extent that it is specifically provided otherwise herein.

d. "Deliverable data" is that data which under the terms of this Agreement is required to be delivered to the Chancellor's Office and shall belong to the Chancellor's Office.

e. As to "generated data" which is reserved to Contractor by the express terms hereof and as to any preexisting or "proprietary data" which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced as evidence in a court of law at Contractor's own expense for a period of not less than three years after receipt by the Chancellor's Office of the final report herein.

f. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify the Chancellor's Office of any such contemplated action and Chancellor's Office may, within thirty (30) days after said notification, determine whether it desires said data to be further preserved. If Chancellor's Office so elects, the expense of further preserving said data shall be paid for by the Chancellor's Office. Contractor agrees that Chancellor's Office may at its own expense have reasonable access to said data throughout the time during which said data is preserved. Contractor agrees to use his or her best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.

11. Ownership of Data And Reports

Data developed for this Agreement shall become the property of the Chancellor's Office. It shall not be disclosed without the permission of the Project Monitor. Each report shall also become the property of the Chancellor's Office and shall not be disclosed except in such manner and such time as the Project Monitor may direct.

12. Approval of Products and Deliverables

a. Each deliverable to be provided under this Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.

b. All products resulting from this Agreement or its subcontracts in whole or in part shall reference the Chancellor's Office, California Community Colleges and the specific funding source.
13. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Chancellor’s Office to enforce at any time any of the provisions of this Agreement, or to require at any time performance by Contractor of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement or any part thereof or the right of the Chancellor’s Office to thereafter enforce each and every such provision.

14. Work by Chancellor’s Office Personnel

Staff of the Chancellor’s Office will be permitted to work side by side with Contractor’s staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, staff of the Chancellor’s Office will be given access to all data, working papers, subcontracts, etc., which Contractor may seek to utilize.

Contractor will not be permitted to utilize staff of the Chancellor’s Office for the performance of services that are the responsibility of Contractor unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Contractor for the services of employees of the Chancellor’s Office while performing, coordinating or monitoring functions.

15. Changes in the Timing of Performance of Tasks

The timing for performance of the tasks may be changed by written approval of the Project Monitor. However, the date for completion of the Agreement and the total Agreement price, as well as all other terms not specifically excepted, may only be altered by formal amendment of this Agreement.

16. Travel and Per Diem

a. For purposes of payment, Contractor’s headquarters shall be the city designated in the signature block. Travel outside the State of California shall not be reimbursed without the prior written authorization of the Project Monitor, or unless otherwise expressly so provided in the terms of this Agreement.

b. The travel and per diem rates allowed for Contractor, staff, and subcontractors shall be those currently set forth by the Department of General Services (see State Administrative Manual (SAM) chapter 0700 and Appendix (Travel Guide, S-1)) and Department of Personnel Administration (DPA) Rules (Cal. Code Regs., §§ 599.615, et seq.). These Rules are subject to change at any time. Travel expenditures not listed in the DPA Rules cannot be reimbursed.

c. Contractor must use the Contractor’s formally printed invoice or letterhead, and must sign and date the claim prior to submission to the Chancellor’s Office for payment.
d. Questions regarding reimbursable items and/or limits may be directed to the Chancellor's Office Accounting Administrator at (916) 327-5355.

e. Itemized invoices, prepared in triplicate, stating Agreement number and social security number or federal identification number, shall be submitted to:

   Accounting Unit
   Chancellor's Office
   California Community Colleges
   1102 Q Street
   Sacramento, CA 95811-6549

17. Captions

   The clause headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

18. Accessibility for Persons with Disabilities

   By signing the Contractor's Certification (Chancellor's Office form CCC-1005, attached hereto as Exhibit H), Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. In addition, by signing this Agreement, Contractor further agrees to the following:

   a. Contractor shall, upon request by any person, make any materials produced with funds pursuant to this Agreement available in braille, large print, electronic text, or other appropriate alternate format. Contractor shall establish policies and procedures to respond to such requests in a timely manner.

   b. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Contractor, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.

   c. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see http://www.w3.org/TR/WAI-WEBCONTENT/) or similar guidelines developed by the Chancellor's Office.

   d. Contractor shall respond, and shall require its subcontractors to respond to and resolve any complaints regarding accessibility of its products and services as required by this section.
SPECIAL TERMS AND CONDITIONS

e. Contractor and its subcontractors shall indemnify, defend, and hold harmless the Chancellor’s Office, its officers, agents and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.

f. Contractor shall incorporate the requirements of this section into all subcontracts.

19. Eligibility for Noncitizens

Funds provided under this Agreement shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to receive public benefits pursuant to Section 401 (with respect to federally funded activities) or Section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193, codified at 42 U.S.C. §§ 601 and 611, respectively). Contractor certifies that all of its employees and/or subcontractors are qualified pursuant to these provisions.

20. Performance Evaluation

If this Agreement involves Consultant Services, the performance of the Contractor shall be evaluated by the Project Monitor on a “Contract/Contractor Evaluation” form Std. 4. If the performance is unsatisfactory, the Contractor will be allowed to prepare a statement defending Contractor’s performance. This statement must be received by the Project Monitor within thirty (30) days after Contractor’s receipt of the evaluation.

The evaluation form and any related material will be kept on file at the Chancellor’s Office.

21. Commissions and Contingency Agreements

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Chancellor’s Office shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

22. Licenses and Permits

If the Contractor is an individual, firm or corporation, Contractor must be licensed to do business in California and shall obtain at his/her/its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State’s Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the Chancellor’s Office a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.
EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

In the event, any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the Chancellor’s office with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the Chancellor’s Office may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

23. Standards of Conduct

In addition to the Conflicts of Interests provisions in the Contractor’s Certification (Chancellor’s Office form CCC-1005, attached hereto as Exhibit H), Contractor hereby assures that, in administering this Agreement, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of the Agreement and to avoid any potential conflicts of interests in its administration.

a. Every reasonable course of action will be taken by Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Agreement will be administered in an impartial manner. The Contractor, and its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, or special interest.

b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of Contractor will receive favorable treatment in the award of subcontracts or in educational or employment opportunities funded by this Agreement.

c. Conducting Business Involving Close Personal Friends and Associates. In administering this Agreement, officers and employees of Contractor will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.

d. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor’s Office employees, in administering this Agreement, officers and employees of Contractor will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor’s Office employees.

e. Contractor shall not enter into any subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.

1. A former state employee (including a Chancellor’s Office employee, or a district employee who worked for the Chancellor’s Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract under this Agreement with Contractor if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal. Code Regs., tit. 5, §§ 18741.1 and 18747.)

2. A current state employee (including a current Chancellor’s Office employee or district employee working for the Chancellor’s Office on an Interjurisdictional
EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Exchange (IJE) cannot enter into a subcontract with Contractor, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)

3. The spouse or immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract with Contractor if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangement or any part of the decision-making process relevant to this Agreement or the subcontract, or had any influence whatsoever in the making of this Agreement or the subcontract. (Gov. Code, §§ 1090, et seq.; and 87100.)

24. Follow-on Contracts

a. By signing this Agreement, Contractor certifies that neither the Contractor nor any of its affiliates or subcontractors previously received a consulting services contract from the Chancellor's Office which resulted in a recommendation by Contractor, its affiliates or subcontractors for the provision of services, procurement of goods or supplies, or any other related action which is now to be provided or performed under this Agreement. (Pub. Contr. Code, § 10365.5.)

b. For purposes of this section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

c. Should the Chancellor's Office determine, at any time, that the certification contained in paragraph a. is false or inaccurate, the Chancellor's Office may deem contractor to be in breach of this Agreement and may terminate the Agreement as provided in the Termination provisions of section 6.c. of Exhibit C to the Agreement. However, to the extent permissible by law, the Chancellor's Office or its designee, may waive the restrictions set forth in this section by written notice to the Contractor if the Chancellor's Office determines their application would not be in the best interest of the Chancellor's Office.

d. Except as prohibited by law, the restrictions of this section will not apply to a Contractor, including any person, firm, or affiliate, that is awarded a subcontract of a consultant services contract which amounts to no more than 10 percent of the total monetary value of the consultant services contract.

e. The restrictions set forth in this section are in addition to conflict of interest restrictions imposed on public Contractors by California law. In the event of any inconsistency, such conflict of interest laws override the provisions of this section, even if enacted after execution of this Agreement.

25. Statewide or Regional Projects

If this Agreement involves provision of coordination, technical assistance, or other services for the California Community Colleges system or for a particular region or group of colleges, Contractor
EXHIBIT D  
(Standard Agreement)  

SPECIAL TERMS AND CONDITIONS

agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.

Contractor shall require all employees, consultants, and subcontractors to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional contract or grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Agreement.

26. **Surveys**

If this contract involves conducting a survey of community college faculty, staff, students, or administrators, Contractor shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Contractor from the Chancellor's Office or another source.

27. **Safety and Accident Prevention**

In performing work under this Contract on the premises of the Chancellor's Office, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the Chancellor's Office may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.
Exhibit F

Contractor’s Proposal
California Community Colleges Agreement for the
Student Financial Assistance Programs,
Student Services and Special Programs Division
Chancellor’s Office

Santa Barbara Community College District
Contract Agreement No. 08-0104

2008-09 Work Statement

Exhibit F

The 2008-09 California State budget has appropriated funding for the Board
Financial Assistance Program Student Financial Aid Administration Allowance
(BFAP-SFAA). Of the funds appropriated, $2.4 million was designated for the
Statewide Financial Aid Awareness Campaign to advise students of the
availability of student financial aid and encourage them to enroll in and attend
one of the 109 California community colleges. The Budget Act specifies that
these funds be contracted with a community college district through which the
district will act as a fiscal agent in the expenditure of the funds.

The Board of Governors of the California Community Colleges delegates the
coordination of these functions to the Santa Barbara Community College District
(hereinafter District) and contracts with the district to support the activities
described below. The $2.4 million appropriated is from the 2008-09 fiscal year
and will augment the existing contract. Funding for the 2008-09 fiscal year is
contingent upon continued appropriation in the State budget.

The activities to be carried out under this contract shall include all of the
following:

I. Project Administration

1.1 The District will retain the Project Director to oversee the campaign’s
ongoing development, coordination and implementation.

1.2 The District will retain/secure subcontractor(s) to continue the
implementation of the Statewide Financial Aid Awareness Campaign.
This includes activation of a bidding process in the summer to select
prospective media firm contractors for the current fiscal year.

1.3 The District will continue to process and reimburse approved claims for
necessary office support and administrative expenses of the Project
Director.

1.4 The District will continue to process travel reimbursement claims for the
Media Advisory Committee, which will review and provide input on the
planned Statewide Financial Aid Awareness Campaign presented by the selected advertising and public relations firm(s). The Advisory Committee will meet at scheduled times to be determined. Costs to be reimbursed will include travel, lodging (if necessary), and per diem expenses. In addition, in order to maximize the budget, the majority of Advisory Committee meetings will occur this fiscal year via teleconferencing at no expense to the campaign.

1.5 The District will continue to process reimbursement claims for the Statewide Financial Aid Awareness Campaign. All claims for the campaign will be sent to the Chancellor's Office Project Monitor by the Project Director for final review and approval of funding. The Chancellor's Office will forward approved claims to the District for payment.

II. Fiscal Management

2.1 In return for providing the necessary administrative and fiscal oversight to support the above activities, the District will receive an administrative fee of 5% of the total amount expended on behalf of the development and support of the Statewide Financial Aid Awareness Campaign project and its various components listed above.
Exhibit G

Contractor's Cost Proposal
California Community Colleges Agreement for the
Student Financial Assistance Programs,
Student Services and Special Programs Division
Chancellor's Office

Santa Barbara Community College District
Contract Agreement No. 08-0104

2008-09 Contract Budget

Exhibit G

<table>
<thead>
<tr>
<th>I. Project Administration</th>
<th>$2,320,318</th>
</tr>
</thead>
<tbody>
<tr>
<td>II. Fiscal Management</td>
<td>$ 122,122</td>
</tr>
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</table>

Total $2,442,440
California Community Colleges Agreement for the
Student Financial Assistance Programs,
Student Services and Special Programs Division
Chancellor's Office

Santa Barbara Community College District
Contract Agreement No. 08-0104

2008-09 BUDGET SPECIFICS

Exhibit G

I. Project Administration

The District will continue to employ the Project Director to oversee the campaign's development, coordination and implementation
(includes 3% COLA effective July 1, 2008)

Total Up to $93,571

The District will process and reimburse claims approved by the Chancellor's Office Project Monitor for necessary office support and administrative expenses of the Project Director. Approved costs will include a part-time administrative assistant and student assistant (not to exceed $35,100), other as needed temporary help ($5,000), printing, supplies, postage, communications, and travel for Project Director.

Total Up to $46,300

The District will process and reimburse Advisory Committee members for necessary travel, lodging and per diem expenses incurred. All members of the Committee attending meetings that require a per diem payment will receive the current state approved rates for lodging, meals, automotive and other transportation expenses. Current documentation requirements will be met. Meeting room costs (if necessary) will also be covered.

Total Up to $2,275

The District will administer the bidding process(s) to select a subcontractor(s) to continue to develop and execute the various aspects of the Statewide Financial Aid Awareness Campaign. Advertisements will be placed in newspapers in strategic areas of the state seeking qualified advertising and/or public relations firms to conduct the campaign.

Total Up to $4,000
The District will process and reimburse claims submitted by the subcontractor(s) for the Statewide Financial Aid Awareness Campaign. The Project Director will submit invoices and expense claims to the Chancellor's Office Project Monitor for final review and approval. The Project Monitor will forward approved expense claims to the District for payment.

The amount to be expended on the Statewide Financial Aid Awareness Campaign will be determined based upon the strength and depth of the campaign media plan as proposed by the selected subcontractor and approved by the Project Director and Chancellor's Office. The costs eligible to be covered will be delineated in the contract entered into with the subcontractor.

Total Up to $2,174,172

II. Fiscal Management

2.1 The District will provide the necessary fiscal and administrative oversight for this project. Upon receipt of approved Media Advisory Committee travel claims and media campaign expenditure claims and/or invoices from the Chancellor's Office, the District will process the claims for payment. The District shall receive 5% of the total contract award expended as an administrative fee for its services.

Total Up to $122,122

Total $2,442,440

The budgeted amounts listed above can be adjusted as necessary and funding transferred from one category to another as the need may arise. The Chancellor's Office Project Monitor will advise the District Project Director in writing of any needed revisions to be made.
Exhibit I

Progress Payment Schedule
California Community Colleges Agreement for the
Student Financial Assistance Programs,
Student Services and Special Programs Division
Chancellor’s Office

Santa Barbara Community College District
Contract Agreement No. 08-0104

2008-09 Progress Payment Schedule

Exhibit I

Progress payments augmentations will be made by the Chancellor’s Office in
the amounts indicated below for satisfactory completion of the following
objectives:

1. Upon completion of an annual media plan developed by the selected
   media firm and approved by the Project Director and Project Monitor.
   (25% of total contract)
   Amount: $610,610

2. Development of media materials, including, print, video, and audio
   materials, approved by the Project Director and the Project Monitor. (25% of
   total contract)
   08 Fall Amount: $305,305
   09 Spring Amount: $305,305
   Combined Amount: $610,610

3. Upon purchase of media buys for Spring and Fall semesters, including,
   radio, cable, and television, as approved by the Project Director and the
   Project Monitor. (40% of total contract).
   08 Fall Amount: $488,488
   09 Spring Amount: $488,488
   Combined Amount: $976,976

4. Upon completion of all activities and deliverables required under this
   contract. (10% of total contract)
   Amount: $244,244

Total Payments: $2,442,440
Exhibit H

Contractor’s Certification Clause
CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<table>
<thead>
<tr>
<th>Contractor/Bidder Firm Name (Printed)</th>
<th>Federal ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>SANTA BARBARA COMMUNITY COLLEGE DISTRICT</td>
<td>77-0070782</td>
</tr>
</tbody>
</table>

By (Authorized Signature)

Printed Name and Title of Person Signing

JOSEPH E. SULLIVAN, VICE PRESIDENT, BUSINESS SERVICES

Date Executed

Executed in the County of

SANTA BARBARA

CONTRACTOR CERTIFICATION CLAUSES

1. Statement of Compliance (Nondiscrimination)

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code, § 12990 (a-f) and Cal. Code Regs., tit. 2, § 8103.) (Not applicable to public entities.)

2. Drug-Free Workplace Requirements

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:
   1. The dangers of drug abuse in the workplace;
   2. The person's or organization's policy of maintaining a drug-free workplace;
   3. Any available counseling, rehabilitation and employee assistance programs; and,
   4. Penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed or resulting Agreement will:
   1. Receive a copy of the company's drug-free workplace policy statement; and,
   2. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.
Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future state contracts or agreements if the Chancellor's Office determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Gov. Code, §§ 8350 et seq.)

3. National Labor Relations Board Certification

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contr. Code, § 10296.) (Not applicable to public entities.)

4. Contracts or Agreements for Legal Services $50,000 or More – Pro Bono Requirement

Contractor hereby certifies that Contractor will comply with the requirements of section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of either:

a. 30 multiplied by the number of full time attorneys in the firm's offices in the state, with the number of hours prorated on an actual day basis for any Agreement period of less than a full year; or

b. 10% of its Agreement with the Chancellor's Office.

Failure to make a good faith effort may be cause for non-renewal of a state contract or agreement for legal services, and may be taken into account when determining the award of future contracts or agreements with the state for legal services.

5. Expatriate Corporations

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code sections 10286 and 10286.1, and is eligible to contract with the State of California.

6. Sweatfree Code Of Conduct

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Chancellor's Office pursuant to the Contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth
on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the Chancellor's Office, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph a.

7. Debarment, Suspension, And Other Responsibility Matters

If the Agreement for which this Certification is being executed is funded in whole or in part with federal funds, Executive Order 12549, Debarment and Suspension, and the implementing regulations set forth at 34 Code of Federal Regulations part 85, require that prospective participants in covered transactions, as defined at 34 Code of Federal Regulations part 85, sections 85.105 and 85.110, provide the certification set forth in paragraph a. or the explanation required by paragraph b. below.

a. Contractor certifies that Contractor and its principals:

   1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and

   4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

b. Where Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Certification.

Domestic Partners

If the amount of this Agreement equals or exceeds $100,000 or if this Agreement, together with any other contracts Contractor may have with the Chancellor's Office, equals or exceeds $100,000 during any fiscal year, then Contractor certifies that it will provide the same benefits to an employee with a registered domestic partner that it provides to an employee with a spouse in accordance with the provisions of Public Contract Code section 10295.3. For any Agreement not covered by these requirements, Contractor may elect to offer domestic partner benefits to Contractor's employees in accordance with Public Contract Code section 10295.3. However, Contractor cannot require an employee to cover the costs of providing any benefits that have otherwise
been provided to all employees regardless of marital or domestic partner status. (Pub. Contr. Code, § 10295.3(d).)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the Chancellor's Office.

1. **Conflicts of Interests**

Contractor needs to be aware of the following provisions regarding current or former state employees, including current or former Chancellor's Office employees or district employees working at the Chancellor's Office on an Interjurisdictional Exchange (IJE). If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the Chancellor's Office must be contacted immediately for clarification.

**Current State Employees (Pub. Contr. Code, § 10410):**

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

**Former State Employees (Pub. Contr. Code, § 10411):**

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract or agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract or agreement while employed in any capacity by any state agency.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract or agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract or agreement within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contr. Code, § 10420.)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contr. Code, § 10430(e).)

2. **Labor Code/Workers' Compensation**

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor affirms it will comply with such provisions before commencing the performance of the work of this Agreement. (Lab. Code, § 3700.)
3. **Americans With Disabilities Act**

Contractor assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. §§ 12101 et seq.)

4. **Contractor Name Change**

An Amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the Chancellor's Office will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

5. **Corporate Qualifications to Do Business in California**

   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in Revenue & Tax Code section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **Resolution**

A county, city, district, or other local public body must provide the Chancellor's Office with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **Air or Water Pollution Violation**

Under the state laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution. (Gov. Code, § 4477.)

8. **Payee Data Record Form (Std. 204)**

This form must be completed by all contractors that are not another state agency or other government entity.
### BID TABULATION

**Project:** Help Desk Ticketing Software  
**BID#637**

**Date:** Friday, August 22, 2008  
**Time:** 3:00 p.m.

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Bid Opened by: Robert Morales

Bid Opening Attended by: Robert Morales, Kara Patton

Copies Sent to: Barbara Armstrong, Rob Morales, Jim Clark
Selection Factors

Some of the features that made Altiris stand out above the rest include:

- **Self-Service** — Altiris was the only solution that offered self-service for students (potential, new, and returning) without requiring pre-registration into the system. KACE did not provide an adequate self-service component without additional programming and labor costs. Kaseya did not offer a self-service for new/potential students.

- **FAQ/Knowledgebase** — Altiris was the only solution that offered a “Frequently Asked Questions” knowledgebase of self-help information that could be used by students seeking immediate answers. Allowing students to get answers on a 24/7 basis means increased service levels without additional labor costs.

- **Work-Order Management, Escalation and Workflow** — Altiris offered the best and clear workflow and escalation.

- **System Management** — The remote control, imaging, cross-platform support and inventory control is most comprehensive with Altiris. Desktop management integrates seamlessly with existing computer infrastructure on campus.

- **Reporting** — The reporting functionality, satisfaction surveys and metric analysis is most comprehensive with Altiris, allowing for better self-evaluation of processes and support levels. Additionally, Altiris is the only ITIL compliant solution (ITIL is an industry standard for self-study in maintaining and tracking customer support levels, http://en.wikipedia.org/wiki/ITIL).

- **Language Support** — Altiris is the only truly multi-language solution offering different language interface selection for students during the self-help process without additional programming.

Details on the selection survey results follow this page.
**BID OPTION 1A**
Bid #541 - October 3, 2008

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**BID OPTION 18**

**Bid #641 - October 3, 2008**

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AGREEMENT FOR PROGRAM MANAGEMENT SERVICES

This Agreement for Program Management Services is entered into this 30th day of October, 2008 by and between Santa Barbara Community College District ("District") and URS Corporation, A Nevada Corporation, dba URS Corporation Americas ("Program Manager") who are collectively hereinafter referred to as "the Parties." This Agreement is made and entered into with reference to the following recitals, each of which are incorporated into and made a part of this Agreement.

RECITALS

WHEREAS, Measure V was enacted in the June 6, 2006 election by the voters within the jurisdictional boundary of the District.

WHEREAS, pursuant to Measure V, the District is authorized to issue general obligation bonds totaling Seventy Seven Million Dollars ($77,000,000) for design and construction of modernization/maintenance/repair to existing District facilities and/or to fund design and construction of new District facilities ("the Measure V Projects").

WHEREAS, in addition to the Measure V Projects, the District anticipates receipt of funding from the State of California for the costs, in whole or in part, of design and construction of modernization/maintenance of existing District facilities or portions thereof and/or for design and construction of capital outlay improvements ("State Funded Projects"); the State Funded Projects and the Measure V Projects are collectively referred to herein as "the Projects" or "the Building Program."

WHEREAS, to complete design, bidding and construction of the Projects, the District intends to utilize funding from Measure V Bond proceeds and annual State of California appropriations.

WHEREAS, in accordance with the Laws, the District has established and appointed a Citizens Oversight Committee ("the COS") in connection with Measure V.

WHEREAS, in or about September, 2008, the District issued a Request for Proposals pursuant to which proposals were sought from program management firms for the services set forth in this Agreement ("the RFP").

WHEREAS, the Program Manager submitted a response dated October 9, 2008 to the RFP ("the RFP Response").

WHEREAS, in connection with the Projects, the District desires to retain the Program Manager to provide management and planning services in connection with implementation of the Projects, as more particularly set forth in this Agreement.

WHEREAS, Program Manager is engaged in the business of providing building program management services; the Program Manager is duly qualified and capable of providing and performing the Basic Services set forth in this Agreement and Additional Services authorized by the District under this Agreement; personnel of Program Manager or any Sub-Consultant to Program Manager performing or providing any of the Basic Services or District authorized Additional Services are duly qualified and capable of completing tasks assigned.

WHEREAS, the District may retain architects ("the Architect") and/or other consultants...
("Professional Consultants") to assist or provide services relating to the planning and implementation of the Projects including without limitation, the District’s retention of one or more construction management firms to provide construction management services during design, bidding and construction of certain Projects, as designated by the District.

WHEREAS, the Program Manager’s staff is adequate in number and its current workload will permit timely completion of the Basic Services and other obligations for the Program in accordance with the terms of this Agreement.

WHEREAS, the District desires to retain Program Manager to provide and perform the services as more particularly described in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1. BASIC SERVICES

1.1. General.

1.1.1. Performance of Basic Services. The Program Manager shall perform the Basic Services with its own employed personnel, except for Basic Services performed by Sub-Consultants to the Program Manager who are approved in advance by the District.

1.1.2. Program Manager Standard of Care. Program Manager shall provide the Basic Services and authorized Additional Services using its professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms hereof and the Laws. The Program Manager’s services hereunder shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and timely implementation of the Projects.

1.1.3. Other Project Participants. Program Manager’s services hereunder shall be provided in conjunction with contracts between the District and: (a) the Architect; and (b) the Professional Consultants. The Architect and the Professional Consultants shall perform their duties in accordance with their respective contracts with the District. Except as expressly set forth herein, neither this Agreement, nor the Program Manager’s Basic Services hereunder shall be deemed the Program Manager’s assumption of responsibility for the adequacy or sufficiency of the services provided by the Architect or the Professional Consultants relating to the Projects. The foregoing notwithstanding, the Program Manager’s responsibilities under this Agreement shall include the coordination and general oversight of the performance of services by the Architect and Professional Consultants relating to the Projects in accordance with the terms of their respective contracts with the District relating to the Projects.

1.1.4. Meetings and Conferences. The Program Manager shall attend and participate in meetings, conferences, forums and other assemblies (collectively “Meetings”) with the Architect, Professional Consultants, the District, District Staff, Student/Staff Committee(s)/Council(s), community organizations, the COS and/or the District’s Board of Trustees relating to Measure V, the Projects and/or as otherwise necessary to discharge the Program Manager’s obligations hereunder. The Program Manager acknowledges and agrees that: (i) a material obligation of the Program Manager in connection with the Basic Services under this Agreement is its attendance and participation in Meetings.
relating to Measure V and/or the Projects; and (ii) although the Meetings are not specifically enumerated in this Agreement, the Program Manager's attendance and participation in Meetings is part of the Program Manager's Basic Services and shall not be deemed Additional Services or otherwise give rise to additional compensation.

1.2. **Review of District Provided Information.** The Program Manager and its personnel engaged in providing the Basic Services shall review information provided by or through the District relating to the Projects in order to obtain a full understanding of: (a) nature and extent of existing information relating to existing physical facilities and utility service support serving existing physical facilities; (b) the District's Facilities Master Plan, including modifications thereto incorporated as a result of or in connection with the Projects; (c) Measure V ballot measure and all supporting, related materials; (d) the availability of funding under Measure V and the Projects to be completed utilizing Measure V proceeds; (e) status of processing of approvals and similar activities for the State Funded Projects; and (f) the District's budget and time objectives for the Projects.

1.3. **Development of Program Organizational Structure.**

1.3.1. **Development of Proposed Organizational Structure.** Within thirty (30) days of the date of this Agreement, the Program Manager shall develop and submit to the District Representative for review and comment a proposed organizational structure for implementing design, bidding and construction of the Projects. The organizational structure shall include: (a) identification of key administrative personnel of the District; (b) identification of key personnel of District user groups of the Projects; (c) identification (by description) design professionals and other professional services necessary to complete planning, design, bidding or construction of the Projects. The organizational structure shall include protocols for: (a) exchange and processing of information and other communications relating to the Projects amongst the personnel/entities identified in the organizational structure; (b) protocols for completing reviews of documents or other materials generated during design, bidding or construction of the Projects; and (c) general descriptions of scopes of responsibility and authority of the personnel/entities identified in the organizational structure proposed by the Program Manager.

1.3.2. **District Review.** The District Representative shall review the Program Manager’s proposed organizational structure and provide the Program Manager with comments or modifications necessary for the District’s acceptance of the proposed organizational structure. The Program Manager shall incorporate comments or modifications of the District Representative to the proposed organizational structure and other revisions to the proposed organizational structure as necessary to obtain the District’s acceptance of the entirety of the organizational structure.

1.3.3. **Updating of Organizational Structure.** During the Term of this Agreement, the Program Manager shall regularly update the District accepted organizational structure to reflect: (a) District personnel changes; and (b) District approved modifications to the District accepted organizational structure. The Program Manager shall distribute revisions to the District accepted organizational structure and District authorized modifications thereto as directed or requested by the District.

1.4. **Facilities Assessments.**

1.4.1. **Review of Existing Facilities Assessments.** The Program Manager shall review
all existing assessments of the District's existing facilities, and the conditions thereof.

1.4.2. Facilities Assessments Recommendations. Within sixty (60) days of the date of this Agreement and based upon its review of the existing facilities assessments, the Program Manager shall submit a written report to the District incorporating: (a) recommendations, if any, for additional facilities assessments (if additional facilities assessments are recommended, the nature, scope and purpose of such additional assessments shall be set forth in writing to the District Representative), and (b) analysis of the facilities assessments for purposes of identifying additional Projects or modifying the scope of the Projects. If the District accepts the Program Manager's recommendation to conduct additional facilities assessments and the District directs or authorizes the Program Manager to conduct such additional facilities assessments, the Program Manager shall complete such additional facilities assessments as Additional Services under this Agreement. If the District accepts the Program Manager's recommendation to conduct additional facilities assessments and the District retains a third party to conduct such additional assessments, the Program Manager shall coordinate the completion of such additional assessments and provide general oversight of such third party's completion of such additional assessments as part of the Program Manager's Basic Services under this Agreement.

1.5. Master Project Budgets/Master Project Schedules.

1.5.1. Master Projects Schedule Incorporation of Projects, Interim Housing and Secondary Effects.

1.5.1.1. Secondary Effects. The Program Manager shall assess and determine the extent to which the construction of each of the Projects or the occurrence of construction-related activities in connection with a Project or a group of the Projects will or may have secondary effects upon other existing facilities or functions/activities ("Secondary Effects"). The Program Manager shall make recommendations to minimize or eliminate each Secondary Effect identified in connection with a Project or a group of Projects. If the Program Manager concludes that improvements or other remedial actions are necessary to mitigate or eliminate a Secondary Effect of a Project or a group of Projects, the Program Manager shall made recommendations to the District regarding the nature and scope of such improvements. If the District elects to proceed with implementation of the Program Manager's recommendations for improvements to mitigate/eliminate a Secondary Effect, such improvements shall be deemed a Project within the Building Program. The Projects and activities relating to mitigation/elimination of Secondary Effects accepted by the District for inclusion in the Building Program shall be incorporated into and reflected in the Master Projects Schedules prepared and maintained by the Program Manager hereunder.

1.5.1.2. Interim Housing. The Program Manager shall develop for review, comment and acceptance by the District a plan for re-locating occupants and functions in facilities affected by construction of the Project(s) or by Secondary Effects of the Projects ("the Interim Housing Plan"). At the commencement of the Programming Phase of each Project, the Program Manager shall meet and confer with the Architect retained for the Project, the District and the Construction Manager, if
one is retained by the District for the Project to assess and determine the extent of Secondary Effects resulting from construction of the Project and the extent to which, if any, the Interim Housing Plan relating to the Project requires modification. If the District concurs with the Program Manager's recommendation(s) for the modification of the Interim Housing Plan relating to a Project, the Program Manager shall take such measures as necessary to implement the modifications to the Interim Housing Plan accepted and authorized by the District.

1.5.2. Preliminary Master Projects Schedule. Within ninety (90) days of the date of this Agreement, the Program Manager shall develop and submit to the District Representative for review and comment a Preliminary Master Projects Schedule: (a) identifying each of the Projects included in the Building Program; (b) the anticipated schedule and durations of activities to develop and complete plans/specifications, bidding, construction and occupancy for each of the Projects; (c) setting forth assumptions incorporated; and (d) narrative descriptions of constraints to achieving the objectives of the Master Projects Schedule, along with recommendations for measures to minimize the impacts of such constraints.

1.5.3. Final Master Projects Schedule. The Final Master Projects Schedule shall: (a) incorporate the Projects, including additions, deletions or other modifications reflected in the Final Facilities Master Plan; (b) incorporate measures and sequencing to minimize construction-related disruptions or limitations to District operations and activities; (c) be submitted to the District Representative for review and comment. Upon District review and comment, Program Manager shall revise the Preliminary Master Projects Schedule and submit the revised Preliminary Master Projects Schedule for District review and comment; the review and revision process shall continue until the District has accepted the entirety of the Preliminary Master Projects Schedule. The Program Manager will update the Master Projects Schedule on a monthly basis or more frequently as may be requested by the District from time-to-time.

1.5.4. Monthly Updated Master Projects Schedule. During the Term of this Agreement, the Program Manager shall submit to the District Representative no later than the fifteenth (15th) day of each month, an updated Master Projects Schedule, setting forth the then current status of planning, design, bidding or construction of each of the Projects. If the then current status of planning, design, bidding or construction of a Project is delayed by thirty (30) or more days beyond the progress of that Project as indicted in the Final Master Projects Schedule, the Program Manager shall include a narrative description of the circumstances and factors contributing to such delays along with recommendations to the District for measures to be implemented to mitigate the effect of such delays and/or to expedite the progress of subsequent activities relating to the Project so that the progress of planning, design, bidding and construction of the Project conforms to that indicated for the Project in the Final Master Projects Schedule. The Program Manager shall implement such measures as directed or authorized by the District.

1.5.5. Master Program Budget.
1.5.5.1. Funding Sources. The Program Manager shall assist the District in: (a) ascertaining available funding sources to complete design, bidding and/or construction of the Projects, Secondary Effects and Interim Housing; (b) constraints and requirements for the District to secure funding from a funding source; and (c) measures to be implemented to secure funding from identified funding sources in the
amounts identified. Material obligations of the Program Manager under this Agreement include without limitation: (a) its continuing assessment of potential funding sources available to the District to complete design, bidding or construction of the Projects; and (b) routine and regular verbal and written reports to the District Representative of potential available funding sources and measures to maximize the District’s receipt of all available funding from all potential funding sources and measures to ensure that the District is in receipt of all available funding from all potential funding sources.

1.5.5.2. Preliminary Master Program Budget. Within ninety (90) days of the date of this Agreement, the Program Manager shall prepare and submit to the District Representative, for review and acceptance by the District, a Preliminary Master Program Budget which sets forth the anticipated Project Costs for design, bidding and construction for: (a) each Project identified in the Final Facilities Master Plan; (b) Secondary Effects resulting from implementation of the Projects; and (c) Interim Housing. The District will complete review of the Preliminary Master Program Budget and provide the Program Manager with comments/modifications thereto within thirty (30) days after receipt thereof from the Program Manager.

1.5.5.3. Final Master Program Budget. Based upon the comments/modifications of the District after review of the Preliminary Master Program Budget, the Program Manager shall modify the Preliminary Master Program Budget to incorporate comments and/or modifications of the District, as authorized or directed by the District. Revisions to the Preliminary Master Program Budget shall be completed by the Program Manager within thirty (30) days after the date of the District’s return of the District reviewed Preliminary Master Program Budget to the Program Manager. The Program Manager shall submit the revised Preliminary Master Program Budget to the District Representative for review and acceptance. The Program Manager shall modify the Preliminary Master Program Budget as necessary to obtain the District Representative’s acceptance of the entirety of the Preliminary Master Program Budget. The Preliminary Master Program Budget accepted by the District Representative is referred to herein as the "Master Program Budget." Project Costs reflected in the Master Program Budget shall be routinely and regularly reviewed and updated by the Program Manager to: (a) reflect the actual costs incurred, being incurred and anticipated to be incurred for Interim Housing, each Project, and Secondary Effects resulting from the Projects in the process of design, bidding or construction at the time of an update to the Master Program Budget; and (b) reflect the anticipated Project Costs for Projects or Secondary Effects not in the process of design, bidding or construction at the time of an update to the Master Program Schedule. For purposes of the Master Program Budget, the term “Project Costs” shall be deemed all costs, fees, or expenses (except for the salaries and wage-related benefits for District employees) necessary to complete design, bidding and construction of the Projects, Secondary Effects and Interim Housing.

1.5.5.4. Monitoring of Master Program Budget. During the Term of this Agreement, the Program Manager shall routinely and regularly monitor the expenditure of funds to complete design, bidding and construction of
the Projects, Secondary Effects and Interim Housing to confirm and verify that adequate funds remain to complete design, bidding and construction of all Projects, Secondary Effects and Interim Housing. A material obligation of the Program Manager is the Program Manager’s written notice to the District upon the Program Manager’s determination that the then remaining balance of the Master Program Budget is insufficient or likely to be insufficient to complete design, bidding and construction of the then remaining Projects, Secondary Effects and Interim Housing so that the District may consider alternatives to design, bidding or construction of the Projects or Secondary Effects to conform anticipated actual costs with costs reflected in the Master Program Budget.

1.5.5.5. **Project Budget Monitoring Procedures.** The Program Manager shall make recommendations to the District for the development and implementation of management procedures to facilitate the District’s monitoring of costs incurred and to be incurred to complete design, bidding, and construction of a Project. Budget management and monitoring procedures shall include, without limitation, measures for tracking estimated and actual costs, cash flow projections/forecasts and other similar data. The Program Manager shall implement the procedures accepted by the District.

1.5.5.6. **Monthly Updated Master Program Budget.** During the Term of this Agreement, the Program Manager shall submit to the District Representative, no later than the fifteenth (15th) day of each month, an updated Master Program Budget conforming to the requirements set forth in this Agreement and the Master Program Budget monitoring procedures proposed by the Program Manager which are accepted by the District. Updates of the Master Program Budget shall include projections of costs to complete each of the Projects. If the costs to complete a Project, as reflected in an update to the Master Program Budget, exceeds the amount allocated for completion of the Project in the Master Program Budget by ten percent (10%) or more, the Program Manager shall include a narrative description of the circumstances and factors contributing to such potential cost overruns, along with recommendations to the District for measures to be implemented to mitigate or eliminate such potential cost overruns. The Program Manager shall implement such measures as directed or authorized by the District.

1.5.6. **Internet Access To Master Projects Schedules and Master Program Budget Reporting.** The Program Manager shall utilize software programs and other systems as necessary to enable access to data and reports of the Master Projects Schedules and/or the Master Program Budget by the Program Manager and the District. Software programs and other systems to be used by the Project Manager shall be subject to the prior review and acceptance by the District.

1.6. **Standards and Procedures.**
1.6.1. **District Standard Materials/Equipment.**
1.6.1.1. **Objectives.** The Program Manager shall assist the District in the establishment of District standards for materials/equipment to be specified in Design Documents for the Projects and to be incorporated into the Projects to meet the following objectives: (a) consistency in
materials/equipment incorporated into the Projects; (b) cost effective initial procurement and installation; (c) ease and cost-effectiveness of maintenance; d) conformity to functional and other operational requirements of the Projects; and (e) life-cycle cost-effectiveness; and (f) environmentally sensitive.

1.6.1.2. **Format.** The District standard materials/equipment shall be developed by the Program Manager based upon each Section of the Construction Specifications Institute ("CSI") technical specifications and the materials/equipment typically incorporated into each section of CSI technical specifications.

1.6.1.3. **Materials/Equipment Requirements.** As necessary, the Program Manager shall meet and consult with the District facilities/administrative staff and the end-users of the Projects to generally ascertain and identify the materials/equipment to be incorporated into the Projects along with the nature and extent of such materials/equipment necessary for the Projects or portions of the Projects to operate and function as intended. The Program Manager shall conduct and complete survey(s) of existing physical facilities to generally determine and ascertain the types, brands and other related information regarding existing materials/equipment incorporated into existing physical facilities of the District.

1.6.1.4. **Preliminary Standards.** Upon completion of the surveys of existing facilities, the Program Manager shall assist the District in identifying proposed standard materials/equipment ("the Preliminary Standards") for the Projects. The Program Manager shall submit the proposed Preliminary Standards to the District for review and comment by the District within one hundred fifty (150) days of the date of this Agreement. The Program Manager shall prepare modifications to the Preliminary Standards as necessary to obtain the District's acceptance of the entirety of the Preliminary Standards; the District accepted Preliminary Standards are referred to in this Agreement as "Final Materials/Equipment Standards."

1.6.1.5. **Modifications to Final Materials/Equipment Standards.** During the Term of this Agreement, the Program Manager shall annually, or more frequently as requested by the District, review the Final Materials/Equipment Standards or updates/revisions thereto for the purpose of updating/revising materials/equipment identified therein. The Program Manager shall prepare updates/revisions to the Final Materials/Equipment Standards or previously updated/revised Final Materials/Equipment Standards for submission to the District for review, comment and acceptance. Upon District acceptance of updates/revisions to the Final Materials/Equipment Standards, the Program Manager shall prepare and provide to the District copies of the updated/revised Materials/Equipment Standards.

1.6.1.6. **Dissemination of Materials/Equipment Standards to Architects and Professional Consultants.** The Program Manager shall implement measures necessary or appropriate for communicating to each Architect and other Professional Consultants retained by the District for a Project the Final Materials/Equipment Standards and subsequent modifications thereto. The Program Manager shall develop and implement: (i) procedures to confirm and verify that the Architect for a Project incorporates applicable Final Materials/Equipment Standards into the
Design Documents prepared by the Architect for a Project; and (ii) measures to incorporate the Final Materials/Equipment Standards into the Design Documents for a Project.

1.6.2. **Professional Consultant Services.** The Program Manager shall develop procedures for the identification of services provided by Professional Consultants necessary for completing the design, bidding and construction phases of the Projects, including without limitation, architects, other Design Consultants, Project Inspection services, Special Test/Inspection Services, and soils/geo-technical services. The Program Manager shall develop procedures and guidelines for selection and retention of Professional Consultants for the District’s review, comment and acceptance. The Program Manager shall modify the proposed procedures and guidelines for selection and retention of Professional Consultants necessary to complete the design, bidding and construction of the Projects. As requested by the District from time-to-time, the Program Manager shall assist the District in the: (a) development of Requests for Proposals or other documents to solicit Professional Consultants’ proposals; (b) review and evaluation of proposals submitted in response to the District’s solicitation for Professional Consulting services; (c) developing a recommendation to the District’s Board of Trustees for award of a Professional Consultant services contract; and (d) assistance to the District in the negotiation and development of terms and conditions of contracts between the District and Professional Consultants.

1.7. **Bidding and Construction Procedures.**

1.7.1. **General.** To facilitate and expedite completion of the bidding and construction process for the Projects and to establish consistency in procedures utilized to complete the bidding and construction processes for the Projects, the Program Manager shall develop and maintain written procedures for bidding Projects and administration of the Construction Contracts awarded by the District for the Projects.

1.7.2. **Bidding Guidelines.** The Program Manager shall develop procedures to comply with applicable bidding requirements for each Project and for expediting completion of the bidding process for each Project. The scope of the foregoing includes without limitation, recommendations with respect to: (a) guidelines for assessing whether or not to engage in a pre-qualification process for a Project; (b) guidelines for combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) guidelines for adopting alternative construction delivery approaches for a Project, including considerations of a single general contractor, multiple trade contractor approaches to construction of each Project, and utilization of District purchased materials/equipment or other District resources in connection with construction of a Project. Initial Bidding Guidelines developed by the Program Manager shall be submitted to the District for review, comment and acceptance. The Program Manager shall modify the initially submitted Bidding Guidelines as necessary for the District’s acceptance of the entirety of the Bidding Guidelines. During the Term of this Agreement, the Program Manager shall annually, or more frequently as requested by the District, review the Bidding Guidelines initially accepted by District for purposes of updates/revisions thereto. Updates/revisions to the Bidding Guidelines proposed by the Program Manager shall be submitted by the Program Manager to the District for review, comment and acceptance. During the course of implementing the Projects, the Program Manager shall review the bidding procedures utilized for Projects to confirm conformity to the
then current Bidding Guidelines. If the Program Manager determines that the bidding procedures being applied to a Project are inconsistent or not in conformity with Bidding Guidelines established by the Program Manager and accepted by the District, the Program Manager shall make recommendations to the District for measures to conform the bidding procedures for such a Project to the Bidding Guidelines accepted by the District.

1.7.3. **Bid and Contract Documents.** The Program Manager shall review the District's standard forms of Bid and Contract Documents; based on this review and the Bidding Guidelines developed by the Program Manager and accepted by the District under this Agreement, the Program Manager shall make recommendations to the District relating to modifications, if any, of the District's standard forms of Bid and Contract Documents for conformity to the Bidding Guidelines accepted by the District. The Program Manager shall assist the District and the Professional Consultants in incorporating modifications to the District's standard forms of Bid and Contract Documents accepted by the District. During the Term of this Agreement, the Program Manager shall annually, or more frequently as requested by the District, review the then current versions of the District's Bid and Contract Documents for updates/revisions. Updates/revisions to the then current version of the District's standard Bid and Contract Documents shall be submitted by the Program Manager to the District for review, comment and acceptance.

1.7.4. **Construction Procedures.** The Program Manager shall prepare and develop for acceptance by the District procedures and processes to be implemented during the construction phase of the Projects relating to administration of the Construction Contracts, including without limitation measures to: (a) confirm and verify that Project construction activities and the Project as constructed and completed comply with the Laws; (b) efficiently administer the Construction Contracts; and (c) to expedite completion of Project construction. Construction Phase procedures subject to the foregoing include without limitation: Project meetings, the submission, review and acceptance of Submittals, Requests for Information, processing and disbursement of payments to contractors, procedures for handling and responding to contractor inquiries, Project schedule development and maintenance, coordination of test/inspection procedures and procedures relating to development and completion of Punch List items and the close-out of Construction Contracts. The Construction Procedures Manual prepared by the Program Manager shall be submitted to the District for review, comment and acceptance; the Program Manager shall modify the Construction Procedures Manual as necessary to obtain the District's acceptance of the entirety of the Construction Procedures Manual. During the Term of this Agreement, the Program Manager shall annually, or more frequently as requested by the District, review the then current version of the Construction Procedures Manual; updates/revisions to the then current version of the Construction Procedures Manual shall be prepared by the Program Manager and submitted to the District for review, comment and acceptance.

1.8. **Measure V Webpage.** The Program Manager shall assist the District in developing a web page design to provide the District's staff/students and the general public with information concerning Measure V, descriptions of the Projects funded by Measure V proceeds, the financial/completion status of the Projects and other general information relating to Measure V funds and Measure V Projects.

1.8.1. **Updates of Website Content.** Not later than the fifteenth (15th) day of each
month, during the Term of this Agreement, the Program Manager shall provide the District webmaster and/or the District’s Public Information Officer with monthly updated/revised content for incorporation into the Measure V webpage. As requested by the District or as dictated by the circumstances, development of updated/revised Measure V webpage content by the Program Manager may be required more or less frequently than on a weekly basis.

1.8.2. **District Discretion.** Notwithstanding the District’s acceptance of the Program Manager’s Measure V updated/revised webpage content, the District shall have the sole reasonable discretion to modify the Measure V webpage content at any time during the Term of this Agreement.

1.8.3. **Assignment of Intellectual Property Rights.** Notwithstanding any provision of law to the contrary the Program Manager assigns to the District all right, title and interest in and to any intellectual property rights reflected in any of the work product resulting from the Program Manager’s development of the Measure V web page design and contents; the foregoing assignment shall be effective without further action by the Parties. If any action of the Program Manager or the District is required to effectuate the foregoing assignment, the Program Manager shall cooperate with the District by taking such action(s) necessary to effectuate assignment of such intellectual property rights to the District and/or perfecting the District’s intellectual property rights resulting from such assignment.

1.9. **Labor Relations.**

1.9.1. **General.** During the Term of this Agreement, the Program Manager shall assist the District in maintaining harmonious labor relations between the District and the various consultants, vendors, contractors and others providing work, labor, materials or services to design, bidding or construction of the Projects. In addition to specific responsibilities of the Program Manager in connection with labor relations as set forth hereinbelow, the Program Manager shall routinely monitor the status of the Projects to mitigate any potential adverse impact of such disputes, disagreements or controversies to the timely completion of design, bidding and construction of the Projects.

1.9.2. **Project Labor Agreement.** If during the Term of this Agreement the District considers entering into one or more Project Labor Agreements with building trade labor organizations or the District is requested by a building trade labor organization to consider a Project Labor Agreement in connection with construction of some or all of the Projects, the Program Manager shall assist the District in reviewing, evaluating and negotiating terms and conditions of such Project Labor Agreements.

1.9.3. **Labor Compliance Program.** The Program Manager shall ascertain which of the Projects are subject to the District’s development and implementation of a Labor Compliance Program pursuant to Labor Code §1771.7; the Program Manager shall communicate Labor Compliance Program requirements to the Architect and Construction Manager retained by the District for a Project subject to Labor Compliance Program requirements. The Program Manager shall periodically monitor the construction phase of Projects subject to Labor Compliance Program requirements to ascertain that the Labor Compliance Program adopted by the District is being implemented during the construction phase of such Projects. If, in such monitoring, the Program Manager determines that all applicable requirements of the Labor Compliance Program are not being, or have not been, implemented in accordance with the terms of the Labor Compliance Program, the Program Manager shall submit
recommendations to the District and the District’s Labor Compliance Program administrator for implementation of measures to compel the Contractor(s) for such a Project to comply with Labor Compliance Program requirements.

1.10. State Funded Projects. The Program Manager shall provide the following in connection with State Funded Projects.

1.10.1. Development and Processing of IPPs/FPPs. The Program Manager shall prepare and assist the District in submitting for processing and approval Initial Project Proposals (“IPP”) and Final Project Proposals (“FPP”) for State Funded Projects through agencies of the State of California, including without limitation, the California Community College Chancellor’s Office, Public Works Board and Department of Finance (collectively “State Agencies”). The scope of the foregoing shall include, without limitation, conferences, discussions and reviews of materials relating to potential State Funded Projects to develop IPPs therefor, preparation of IPP/FPP related documents and modifications thereto as necessary or appropriate for obtaining required approvals.

1.10.2. District Reimbursements for State Funded Projects. The Program Manager shall prepare requests for reimbursement of the fees, costs or expenses incurred by the District for design, bidding or construction of State Funded Projects (“Reimbursement Claims”); the Program Manager shall assist the District in submission of Reimbursement Claims to appropriate State Agencies and the processing Reimbursement Claims for payment to the District. All of the Program Manager’s actions hereunder shall be taken to maximize the amount of Reimbursement Claims and for the District to be in receipt of funds on Reimbursement Claims at the earliest possible time. If a Project is jointly funded by Measure V proceeds and State of California appropriations, to the extent permitted by the Laws, the Program Manager shall take measures to exhaust all available State of California appropriations before application and use of Measure V proceeds for such a Project.

1.11. Program Manager Personnel and Resources.

1.11.1. Program Manager Staffing.

1.11.1.1. Program Manager Supervisor. The Program Manager shall provide experienced and qualified personnel and sub consultants capable of providing the Services required pursuant to this agreement. A member of the Program Manager’s organization shall be designated as the Program Manager Supervisor and vested with authority to act on behalf of the Program Manager relating to this Agreement and the Projects. The Program Manager Supervisor shall have overall responsible charge of the Program Manager’s performance and completion of the Basic Services and authorized Additional Services under this Agreement. The Program Manager Supervisor shall be subject to the District’s approval and shall not be replaced without the prior approval of the District.

1.11.1.2. Program Manager Staff. The Program Manager shall provide all necessary staff personnel to complete the Basic Services, including without limitation, clerical, accounting and other functions necessary to timely and fully complete performance of the Basic Services and authorized Additional Services. The Program Manager’s staff shall be subject to the District’s approval and shall not be replaced without the prior approval of the District.

1.11.1.3. Program Manager Staff On-Site. The Program Manager...
Supervisor and all necessary support staff of the Program Manager for completion of the then current Basic Services shall be present at the District’s Administrative offices or such other location requested by the District as necessary to complete the Basic Services hereunder in a timely and complete manner.

1.12. Basic Services for Projects. In addition to the Basic Services of the Program Manager relating generally to the Building Program, the Program Manager shall provide, perform and complete Basic Services for each Project included in the Building Program as set forth herein.

1.12.1. Project Architect, Construction Manager and Professional Consultants. The Program Manager shall meet and confer with the District Representative to review the extent to which an Architect, Construction Manager and other Professional Consultants need to be retained by the District to complete the design, bidding and construction of a Project. As required by the circumstances of the Project and as directed or authorized by the District, the Program Manager shall assist the District in (a) development of Requests for Proposals or other documents to solicit Architects, Construction Managers and/or Professional Consultants’ proposals; (b) review and evaluation of proposals submitted in response to the District’s solicitation for Professional Consulting services; (c) developing a recommendations to the District’s Board of Trustees for awards of contracts to the Architect, Construction Manager and other Professional Consultants; and (d) assistance to the District in the negotiation and development of terms and conditions of contracts between the District and the Architect, Construction Manager and Professional Consultants selected by the District for a Project.

1.12.2. Management and Administration of Professional Consultants’ Contracts. To the extent that any Professional Consultant for a Project is under direct contract to the District, the Program Manager shall assist the District in the management of the services of such Professional Consultants and administration of the contract(s) between the District and the Professional Consultants. The foregoing shall include without limitation, general oversight of the Professional Consultants completion of their respective obligations in accordance with the terms of their respective contracts, development and implementation of measures to verify and enforce Professional Consultants’ performance in accordance with the terms of their contracts and the review, assessment and recommendation for disbursement of payments to Professional Consultants.

1.12.3. Oversight of Project Design Phase Services. During the Design Phase of a Project, the Program Manager shall oversee the completion of the Design Phase services so that the Design Documents completed for the Project conform to the District’s scope, budget and schedule requirements. Prior to commencement of the Design Phase of a Project, the Program Manager shall meet and confer with the District and end-users to establish programmatic requirements for the Project. The foregoing shall include without limitation, reviews of Design Documents at appropriate stages of the preparation and completion thereof, confirmations that the Design Documents conform to District requirements, confirmation that District responsibilities relative to the Design Phase of a Project are completed in a timely manner (such responsibilities include: end-user group program/design requirements, completion of District tasks such as site surveys, hazardous materials surveys and geo-technical investigations/reports); implementation of measures as directed or authorized by the District to verify and confirm that the Design
Documents conform to the District's scope, budget and schedule requirements and if the Design Documents are determined to be not in conformity with the District's scope, budget and schedule requirements, recommendations to the District for measures to revise the Design Documents so that they conform to the District's scope, budget and schedule requirements, as well as the implementation of such measures as directed or authorized by the District. At the commencement of the Design Phase of a Project, the Program Manager shall provide the District with a written statement outlining the Project scope, design/bidding/construction schedule, budget and District responsibilities relating to the Project. District responsibilities set forth in such written statement shall include without limitation, compliance with the Laws of federal, state, regional or local agencies with jurisdiction over any portion of the Project, hazardous materials investigation/remediation, site surveys and geo-technical analysis.

1.12.4. Oversight of Bidding Process. The Program Manager shall generally oversee the Bidding Phase of each Project. The foregoing shall include reviews of authorizations for the District to engage in the bidding process for a Project, confirmation that the Bid Documents have been appropriately developed and assembled for the Project, participation with the District, Architect and Construction Manager in the review of Bid Proposals submitted for a Project to assess Bidders' responsibility and responsiveness of Bid Proposals, objections/protests relating to the bidding process and for determination of the award of the Contract for a Project.

1.12.5. Oversight of Construction Phase. The Program Manager shall generally oversee the Construction Phase of a Project. The foregoing includes, without limitation, regular and routine monitoring and reviews of the financial records of the Project, including the disbursement of Progress Payments, withholding of Retention and processing of Changes/Change Orders, regular and routine monitoring and reviews of the Progress Schedule for the Project and updates/revisions thereof, monitoring the status of the submission, review and responses to Submittals and Requests for Information, general reviews of Project correspondence and other Project records and reviews of Changes and Change Orders for confirmation of scope and reasonableness of pricing.

ARTICLE 2. ADDITIONAL SERVICES

2.1. General. Services provided by Program Manager that are different from or in addition to those described herein as being included in the scope of Basic Services are referred to herein as "Additional Services." No Additional Services shall be performed without the prior written authorization of the District.

2.2. Compensation to Program Manager for Additional Services. Compensation to the Program Manager and the Program Manager's Sub-Consultants providing Additional Services, if any, shall be on the basis of actual and reasonable time necessary to complete the authorized Additional Services computed in accordance with the Rate Schedule attached to this Agreement. The foregoing notwithstanding, if Additional Services authorized by the District result from the neglect of Program Manager or Sub-Consultants to the Sub-Consultants of the Program Manager or Program Manager's default under this Agreement, Program Manager shall perform and provide such Additional Services without adjustment of the PM Contract Price hereunder; Program Manager's obligation to perform Additional Services under such circumstances is in addition to, and not in lieu of, Program Manager's liability to the District for damages or losses sustained by the District as a result of such neglect or default.
ARTICLE 3. DISTRICT RESPONSIBILITIES

3.1. Information. The District will provide Program Manager with full information regarding the Projects, including without limitation, the Facilities Master Plans, the Education Master Plans, Measure V, other written materials relating to the Facilities Master Plans, the Education Master Plans and Measure V.

3.1.1. Updates/Revisions to District Provided Information. The District will provide the Program Manager with updates/revisions of information provided by the District promptly upon the District’s receipt thereof. The District will provide the Program Manager with additional information obtained or received by the District relating to the Projects, including without limitation, the Facilities Master Plans, the Education Master Plans, and/or Measure V promptly upon obtaining or receiving the same.

3.1.2. Limitations on Program Manager Use of District Provided Information. The District shall retain title to and the right of possession to all information furnished to the Program Manager. All documents, including original drawings, estimates, specifications, field notes and data prepared, procured or otherwise obtained by the Program Manager under this Agreement are and shall remain the property of the District. The foregoing notwithstanding the Program Manager may retain reproduced copies of any information or any other document, unless otherwise specified by a confidentiality or proprietary agreement. The Program Manager shall be bound by any confidentiality or proprietary agreement required by the District before accepting receipt of confidentially or proprietary information. In the event of termination of this Agreement for any cause, the Program Manager shall immediately deliver to District all items the Program Manager has possession, custody or control over, whether complete or in process, relating to the Projects and the Program Manager’s Services under this Agreement.

3.2. District Representative. The District Representative is the District’s Vice President, Business Services. The District Representative is authorized to act on behalf of the District with respect to this Agreement and to carry out the District’s responsibilities under this Agreement, relating to the Projects and the Program Manager’s Services under this Agreement.

3.3. District Provided Facilities and Services. The District will provide certain facilities, services and other consumable items for use by the Program Manager exclusively in connection with the Program Manager’s completion of its obligations under this Agreement. During the Term of this Agreement, the District may provide alternative facilities, services or other consumable items for use by the Program Manager in completion of its obligations hereunder, provided that such alternatives shall not result in an adjustment of the PM Contract Price hereunder.

ARTICLE 4. TIME

4.1. Term of Agreement. The Term of this Agreement shall be deemed to commence as of October 31, 2008 and shall terminate sixty (60) months thereafter on October 30, 2013.

4.2. Program Manager Completion of Basic Services. The Program Manager shall complete the Basic Services under this Agreement within the time frames established herein or by mutual agreement with the District. The Program Manager shall be liable to the District for all costs, losses or other damages sustained by the District as a result of the failure of Program Manager to perform and complete the Basic Services within.
the time frames agreed upon between the District and the Program Manager, unless Program Manager's performance and completion of the Basic Services is delayed, through no fault or neglect of Program Manager, or its Sub-consultants, by: (a) acts, omissions or other conduct of the District (b) acts of God; (c) acts of the Architect Professional Consultants or Contractors or (d) by other causes not reasonably foreseeable at the time this Agreement is executed and which are not caused in whole or in part by the acts, omissions or other conduct of Program Manager or any Sub-Consultant.

ARTICLE 5. CONTRACT PRICE

5.1. PM Contract Price. The District shall pay the Program Manager the not to exceed aggregate PM Contract Price of ____________________ Dollars ($_______) for the Basic Services ("the PM Aggregate Contract Price"). Payment of the Aggregate PM Contract Price will be made by the District in accordance with the terms hereof. The Aggregate PM Contract Price includes the fee of the Program Manager and any sub-consultant to the Program Manager, personnel expense of the Program Manager and sub-consultants, inclusive of all benefits and burdens, travel for personnel of the Program Manager and sub-consultants to and from the Site, travel within the Counties of Los Angeles, Orange, Fresno, Kern, Ventura and Santa Barbara, insurance and all other general administrative, overhead costs associated with or arising out of performance of this Agreement. The Program Manager acknowledges and agrees that the Aggregate PM Contract Price is inclusive of all costs, expenses or other charges incurred by the Program Manager in completing the Basic Services hereunder and that no such costs, expenses or other charges will be paid by the District.

5.1.1. Annual Not to Exceed PM Contract Price. The Program Manager acknowledges and agrees that the Aggregate PM Contract Price is allocated to each twelve (12) month period of the Term of this Agreement as set forth below "the Annual PM Contract Price." The Program Manager acknowledges and agrees that notwithstanding the Aggregate PM Contract Price set forth above, the portion of the Aggregate Contract Price due from the District for each twelve (12) month period shall not exceed the applicable Annual PM Contract Price set forth below. The not to exceed Annual PM Contract Price for each twelve (12) month period of the Term of this Agreement is:

<table>
<thead>
<tr>
<th>Period</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Twelve Months (Year 1)</td>
<td>$_________</td>
</tr>
<tr>
<td>Second Twelve Months (Year 2)</td>
<td>$_________</td>
</tr>
<tr>
<td>Third Twelve Months (Year 3)</td>
<td>$_________</td>
</tr>
<tr>
<td>Fourth Twelve Months (Year 4)</td>
<td>$_________</td>
</tr>
<tr>
<td>Fifth Twelve Months (Year 5)</td>
<td>$_________</td>
</tr>
</tbody>
</table>

5.1.2. Monthly Payments of Annual PM Contract Price. The PM Contract Price set forth above for each twelve (12) month period of the Term of this Agreement shall be paid by the District on a monthly basis, based upon the personnel time of the PM and its sub-consultants incurred to complete services under this Agreement, multiplied by the applicable hourly rate set forth in Exhibit A hereto. The foregoing notwithstanding, the payment due from the District for each twelve (12) month period of the Term of this Agreement shall not exceed the applicable amount set forth in Article 5.1.1 above.

5.2. No Reimbursable Expenses. There are no other Reimbursable Expenses due from the District to the Program Manager. The Contract Price set forth above is inclusive of
expenses, costs or other charges for which the District will reimburse the Program Manager. Any expense, cost or other charge not incorporated into the Contract Price and which arise out of or related in any manner to the Program Manager's performance of Basic Services or authorized Additional Services shall be borne solely by the Program Manager.

5.3. Additional Services. If the District shall approve or direct Program Manager to perform or provide Additional Services in this Agreement, Program Manager shall be compensated for its personnel providing such Additional Services in accordance with the Rate Schedule attached hereto as Exhibit "A" ("the Rate Schedule") and incorporated herein by this reference.

5.4. District Payments.

5.4.1. Program Manager Billings to District. During the course of providing Basic Services, Program Manager shall submit monthly billing invoices to the District for payment of the PM Contract Price for Basic Services and authorized Additional Services, if any, performed or incurred in the immediately prior month.

5.4.2. District Payments to Program Manager. Within thirty (30) days of receipt of Program Manager's billing invoices, District will make payment to Program Manager of undisputed amounts of the PM Contract Price due for Basic Services, authorized Additional Services and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due Program Manager hereunder because of any penalty, assessment liquidated damages or other amounts withheld by the District from payment to the Architect or Professional Consultants. The District may, however, withhold or deduct from amounts otherwise due Program Manager hereunder if Program Manager shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Program Manager has fully cured it failure of performance, less costs, damages or losses sustained by the District as a result of such failure of performance of material obligation hereunder.

ARTICLE 6. PROGRAM MANAGER INSURANCE

6.1. Insurance Policies; Minimum Coverage Amounts. Minimum coverage amounts for policies of insurance to be obtained and maintained by the Program Manager and its Sub-Consultants are:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation</td>
<td>In accordance with the Laws</td>
</tr>
<tr>
<td>Employers Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Commercial General Liability (including coverage for Bodily Injury or Death, Property Damage and Automobile Liability-Property Damage, Bodily Injury or Death)</td>
<td></td>
</tr>
<tr>
<td>Per Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Per Claim</td>
<td></td>
</tr>
<tr>
<td>Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

6.2. Workers Compensation and Employers Liability Insurance. Workers' Compensation
Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee that arises out of the employee's employment by Program Manager or a Sub-Consultant. The Employer's Liability Insurance required hereunder may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained hereunder.

6.3. **Commercial General Liability and Property Insurance.** Commercial General Liability and Property Insurance shall provide coverage for the types of claims set forth below which may arise out of or result from Program Manager's services under this Agreement and for which Program Manager may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Program Manager's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained by: (a) a person as a result of an offense directly or indirectly related to employment of such person by Program Manager, or (b) by another person; (iii) claims for damages due to injury to or destruction of tangible property, including loss of use resulting therefrom; and (iv) contractual liability insurance applicable to Program Manager's obligations under this Agreement. The District shall be an additional insured to Program Manager's commercial general liability insurance policy.

6.4. **Professional Liability Insurance.** The policy of Professional Liability Insurance shall cover claims for negligent errors, omissions and other conduct arising out Program Manager's performance of services under this Agreement.

6.5. **Automobile Liability.** The policy of Automobile Liability insurance shall provide coverage for claims arising out of the operation of automobiles and other motor vehicles by Program Manager in connection with performance of obligations under this Agreement.

6.6. **Policy Endorsements; Evidence of Insurance.** The Program Manager shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) who are: (a) authorized to issue insurance by the State of California; and (b) A.M. Best rated at least A/VII. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District, except in the event of cancellation for non-payment of premiums, in which case the insurer(s) shall provide the District with at least ten (10) days advance written notice of such cancellation.

6.7. **Sub-Consultants' Insurance.** If the Program Manager requests, and the District consents to, the use of Sub-Consultant(s) to the Program Manager to perform a portion of the Basic Services or authorized Additional Services, each approved Sub consultant shall obtain and maintain each policy of insurance with the minimum of coverage amounts set forth above for the Program Manager. Notwithstanding the District's approval of a Sub-Consultant, no Sub-Consultant shall provide services until the Program Manager has delivered Certificates of Insurance to the District which evidence each of the required insurance policies and the minimum coverage amounts set forth herein.
ARTICLE 7. INDEMNITY

7.1. Program Manager Indemnification of District. Program Manager shall indemnify, defend and hold harmless the District and its employees, officers, Board of Trustees, and representatives from and against any and all claims, demands, losses, responsibilities or liabilities, including attorneys fees and costs for: (a) injury or death of employees of the Program Manager and any Sub-Consultant arising out of this Agreement; (b) injury to or death of persons arising out of this Agreement; (c) damage to property arising out of this Agreement except damage to the work of a Project insured under the Project Builder’s Risk Policy, or (d) other costs or charges directly or indirectly arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions or other wrongful conduct of Program Manager or any Sub-Consultant to the Program Manager or their employees, agents or representatives.

7.2. District Indemnity of Program Manager. The District shall indemnify and hold harmless Program Manager from all claims arising out of bodily injury (including death) and physical damage, which arise out of the negligent or willful acts or omissions of the District or its employees, agents or representatives.

ARTICLE 8. TERMINATION; SUSPENSION

8.1. Termination for Default. Either Program Manager or District may terminate this Agreement upon seven (7) days advance written notice to the other if the other party is in default in performance of a material obligation hereunder and the party initiating the termination does not cause such default. Such termination shall be effective the seventh (7th) day following the date of the written termination notice. In addition to the District’s right to terminate this Agreement for Program Manager’s default, the District may terminate this Agreement if: (a) Program Manager becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or (b) if Program Manager disregards the Laws. If the District exercises the right of termination hereunder, the amount due Program Manager shall be based upon Basic Services and authorized Additional Services completed by Program Manager as of the effective date of termination, reduced by damages, losses, costs or other expenses incurred or sustained by the District as a result of Program Manager’s default.

8.2. District Termination for Convenience. The District may, at any time, upon ninety (90) days advance written notice to Program Manager, terminate this Agreement, or portions thereof, for the District’s convenience. If the District elects to terminate for convenience, within thirty (30) days following the effective date of such termination for convenience, the District will make payment to Program Manager for the Basic Services and authorized Additional Services provided prior to the effective date of the termination for convenience. Except as expressly set forth hereinabove, no other payment or compensation shall be due the Program Manager upon the District’s exercise of its right to terminate hereunder. If the District’s exercise of the right to terminate a portion of this Agreement for the convenience of the District, the portion of the Agreement not terminated by the District shall remain in full force, effect and enforceable in accordance with the terms of this Agreement, provided that the Aggregate Not to Exceed Contract Price and the annual Not to Exceed Contract Price are equitably adjusted to reflect the scope of the remaining Basic Services after the District’s partial termination of this Agreement for the District’s convenience. In such event, the District and the Program Manager shall continue to diligently, completely and timely complete their respective obligations under this Agreement as to the portions of the Agreement not terminated for the District’s convenience.
8.3. **District Suspension of Services.** The District may, in its discretion, suspend all or a part of the Basic Services for such duration as determined solely by the District. If the period of suspension directed by the District exceeds sixty (60) or more consecutive calendar days and such suspension is not caused in whole or in part by the neglect or fault of the Program Manager or any District approved Sub-Consultant or Program Manager's breach of this Agreement, upon resumption of the Basic Services, the PM Contract Price shall be subject to adjustment to reflect actual costs and expenses incurred by the Program Manager as a direct and sole result of the suspension directed by the District.

**ARTICLE 9. MISCELLANEOUS**

9.1. **Conflicts of Interest Prohibited.** The Program Manager shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with the Projects: Architect; Project Inspector or Test/Inspection services. If the Program Manager identifies potential Architects, Project Inspector, Test/Inspection services or other Professional Consultants in connection with a Project or the Building Program, the Program Manager shall affirmatively and unequivocally represent and warrant to the District that neither the Program Manager nor any person who holds any equity interest in Program Manager's organization is an former or current holder of any equity interest in the firm identified and that neither the Program Manager nor any holder of any equity interest in the Program Manager's organization has any financial interest in the firm identified.

9.2. **Disclosure of Financial Interests.** If required by the Laws (whether statutory, judicial or administrative), members of the Program Manager’s organization providing or performing any of the Basic Services or authorized Additional Services hereunder who are required to comply, shall comply with the requirements of the Political Reform Act (Government Code §81000 et seq) and the financial disclosure requirements set forth in Government Code §87200 et seq.

9.3. **Governing Law; Interpretation.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Program Manager.

9.4. **Non-Assignability.** Neither Program Manager nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

9.5. **Sub-Consultants.** No portion of the Basic Services or authorized Additional Services shall be performed or provided by a Sub-Consultant to Program Manager unless Program Manager has previously notified the District in writing of the identity of a proposed Sub-Consultant, the tasks to be performed by the proposed Sub-Consultant and a description of the qualifications of the proposed Sub-Consultant for the tasks to be performed and the District has not objected to the proposed Sub-Consultant. Notwithstanding the District's consent to a Sub-Consultant proposed by Program Manager, the Program Manager is responsible and liable to the District for the consequences of the acts, errors, omissions or other conduct of a Sub-Consultant.

9.6. **Authority.** The individual(s) executing this Agreement on behalf of the District and Program Manager warrant and represent that she/he is authorized to execute this Agreement and bind the District and Program Manager to all terms hereof.
9.7. **Notices.** Notices, which Program Manager or the District are required or desire to serve on the other, shall be valid only if addressed to the other as set forth in the Agreement or modified by notice hereunder from time to time. Notices shall be effective only if by personal delivery requiring signature-acknowledging receipt or by United States Mail, Certified, Return Receipt Requested, First Class, postage fully pre-paid. Notices under this Agreement shall be addressed and delivered as follows:

**If to the District:**
Dr. Andreea Serban
Superintendent/President
Santa Barbara Community College District
721 Cliff Drive
Santa Barbara, California 93109

**If to the Program Manager**

9.8. **Program Manager Independent Contractor Status.** In providing services under this Agreement, Program Manager shall be an independent contractor to the District. Neither the Program Manager nor its employees, officers, agents or representatives shall have any right or privilege as an employee of the District.

9.9. **Disputes.**

9.9.1. **Continuation of Program Management Services.** Except in the event of the District’s failure to make undisputed payment of the Contract Price due the Program Manager, notwithstanding any disputes or disagreements between District and Program Manager arising out of or related in any manner to this Agreement, the rights/obligations hereunder, the Building Program and/or the Projects, the Program Manager shall continue to provide and perform Basic Services and authorized Additional Services pending a subsequent resolution of such disagreements or disputes.

9.9.2. **Mandatory Mediation.** All disputes, disagreements, claims and other matters in controversy between the Program Manager and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the Judicial Arbitration and Mediation Services ("JAMS"). The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Program Manager commencing arbitration proceedings pursuant to Paragraph 9.9.3 below.

9.9.3. **Arbitration.** All claims, disputes or other matters in controversy between Program Manager and District arising out of or pertaining to this Agreement, the rights/obligations hereunder and/or the Project which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of JAMS. The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the District and the Program Manager only if: (i) it is supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296; and (ii) it incorporates written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. The District and Program Manager hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review of thereof, the Court determines either that the Arbitration Award is not
supported by substantial evidence or that it is based on an error of law. If any claim or dispute is asserted by the Architect or a Contractor or the District relating to the Project or the Program Manager's services under this Agreement, Program Manager and District agree that any arbitration proceedings initiated between Program Manager and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the Architect or Contractor.

9.9.4. Program Manager Compliance with Government Code §900 et seq. The foregoing provisions relating to dispute resolution procedures notwithstanding, neither this Agreement nor such provisions shall be deemed to waive, limit or modify any requirements under Government Code §900 et seq. relating to the Program Manager's submission of claims to the District as a express condition precedent and prerequisite to filing a Demand for Arbitration, which shall be deemed a "claim" for money or damages under Government Code §900 et seq. The Program Manager's strict compliance with all applicable provisions of Government Code §900 et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the Program Manager's initiation of the binding arbitration procedures under Paragraph 9.9.3.

9.10. Severability. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

9.11. Time. Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended only if performance of the obligation is delayed or prevented by the conduct of the other Party, acts of God, labor disturbances or other events outside of the control of the Parties.

9.12. Program Manager Work Product. The entire work product of Program Manager and its Sub-Consultants prepared or generated in connection with this Agreement is the property of the District. If the District exercises the right to terminate this Agreement pursuant to the terms hereof, upon request of the District, Program Manager shall assemble and transmit to the District all of the work product of the Program Manager and its Sub-Consultants generated, prepared, reviewed or compiled in connection with this Agreement and the Basic Services and authorized Additional Services hereunder. Upon request of the District, the Program Manager shall make available to the District for review and/or reproduction all work product completed or in progress at the time of such a request. The Program Manager, may at its sole cost and expense reproduce work product, provided that such reproduced work product is solely for the purpose of archival records.

9.13. Marginal Headings; Interpretation. The titles of the various Articles are used for convenience of reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the District or the Program Manager and shall have no effect upon the construction or interpretation of the Agreement. This Agreement shall be construed as a whole in accordance with their fair meaning and not strictly for or against the District or the Program Manager.

9.14. Successors and Assigns. Except as otherwise expressly provided herein, all terms, conditions and covenants of this Agreement shall be binding upon, and shall inure to
the benefit of the District and the Program Manager and their respective heirs, representatives, successors-in-interest and assigns.

9.15. **Cumulative Rights and Remedies: No Waiver.** Duties and obligations set forth in this Agreement and rights and remedies available hereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District shall constitute a waiver of a right or remedy afforded it under the Agreement or at law nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

9.16. **Gender and Number.** Whenever the context of the Agreement so require, the neuter gender shall include the feminine and masculine, the masculine gender shall include the feminine and neuter, the singular number shall include the plural and the plural number shall include the singular.

9.17. **Definitions.**

9.17.1. **Design Documents.** The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for a Project. Design Documents include surveys, soils reports and other documents prepared for a Project by a licensed Architect or registered Engineer, whether under contract to the Architect or District.

9.17.2. **Submittals.** Shop Drawings, Product Data or Samples prepared or provided by a Trade Contractor or a Subcontractor to a Trade Contractor or suppliers illustrating some portion of the work of the Project.

9.17.3. **Project Budget.** The Project Budget is the total costs allocated by the District for design, bidding and construction of a Project inclusive of the fees and costs of the Architect, Construction Manager, Professional Consultants, and the costs of furniture, furnishing and/or equipment for the Project which are included in the scope of the construction of the Project. The Project Budget excludes the fees, costs or expenses of the Program Manager. The Project Budgets established by the District may be modified by the District from time-to-time.

9.17.4. **Construction Costs.** The costs of labor, materials, equipment (inclusive of the Contractors' administrative costs/profit) necessary to complete construction of a Project.

9.17.5. **Project Schedule.** The Project Schedule is a written or graphic description prepared to show the various activities necessary to complete Project construction, and the sequencing of such activities.

9.17.6. **Laws.** References to "the Laws" in this Agreement shall be deemed references to: (i) all applicable laws, ordinances, codes, rules and/or regulations of any federal, state, regional or local agency with jurisdiction over any portion of a Project; and (ii) judicial and administrative decisions, opinions or other similar rulings.

9.18. **Entire Agreement.** This Agreement, the RFP, RFP Response and the Exhibit A Rate Schedule attached hereto constitute the entire agreement and understanding between the District and Program Manager concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing mutually executed by individuals authorized to do so on behalf of Program Manager and the District. In the event of conflict or inconsistency between the terms of this Agreement and the RFP Response, the terms of this Agreement shall govern and control.
IN WITNESS WHEREOF, the District and Program Manager have executed this Agreement as of the date set forth above.

"District"
Santa Barbara Community College District

By: ________________________
Title ________________________

"Program Manager"
URS Corporation, a Nevada Corporation, dba URS Corporation Americas

By: ________________________
Title ________________________