Whereas, Santa Barbara City College is observing its 100th anniversary as a community college; and

Whereas, Santa Barbara City College was an early leader in the development of locally based, higher-education programs; and

Whereas, Santa Barbara City College has served its region for 100 years by providing high-quality academic programs and workforce training; and

Whereas, Santa Barbara City College has helped students to achieve their academic and career goals; and

Whereas, Santa Barbara City College is commencing its second 100 years serving nearly 20,000 students each year.

Now therefore, it is hereby ordered and resolved, that the Board of Trustees of the MiraCosta Community College District recognizes and congratulates Santa Barbara City College for its 100 years of service to the Santa Barbara community.

Passed and adopted by the MiraCosta Community College District of San Diego County, State of California, this 15th day of June, 2010, by a unanimous vote of all members present.
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SHORT-TERM HOURLY APPOINTMENTS
All short-term appointments are limited to 19 1/2 hrs per week and 175 days per year.

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# Santa Barbara City College
## On-Campus Student Employment
### Ending Date: August 22, 2010

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Rate</th>
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<tbody>
<tr>
<td>AKERS, Michelle</td>
<td>Food Services</td>
<td>SW I</td>
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<tr>
<td>ARNOLD, Robert</td>
<td>Theatre Arts</td>
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</tr>
<tr>
<td>BELLE, Giovanni</td>
<td>Tutorial/Italian</td>
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<tr>
<td>BERNAL, Giovanni</td>
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<tr>
<td>BORGUDD, Anders</td>
<td>LRC</td>
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<td>BROOMFIELD, Mark</td>
<td>Environmental Horticulture</td>
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<td>CALLIHAN, Teresa</td>
<td>Tutorial/Philosophy</td>
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<td>CANTO, Clancy</td>
<td>SoMA</td>
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<tr>
<td>CHRISMAN, David</td>
<td>Tutorial/Library</td>
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<tr>
<td>CONKLIN, Timothe</td>
<td>RHORC</td>
<td>SW I</td>
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<td>CONLIN, William</td>
<td>Library</td>
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<tr>
<td>CONTRERAS, Evelyn</td>
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<td>SW I</td>
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<td>COOK, Spencer</td>
<td>Food Services</td>
<td>SW IV</td>
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<td>COOPER, Carissa</td>
<td>Food Services</td>
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<tr>
<td>DAUGHERTY, Angela</td>
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<td>DESIXTOS, Nereyda</td>
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<td>DEVAUGHN, John</td>
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<td>DUQUE, Nicole</td>
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<td>EVANS, Mark</td>
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<td>FERRUSQUILLA, Gabriela</td>
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<td>GARCIA, Sarah</td>
<td>SoML</td>
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<tr>
<td>GONZALEZ-ALBOR, Daniel</td>
<td>Gateway/English</td>
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<td>GUIMARES, Daniel</td>
<td>Tutorial/Physics</td>
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<td>GUNTER, Thomas</td>
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<td>HASKINS, Michelle</td>
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<td>ISCAKIS, Max</td>
<td>Admissions and Records</td>
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<td>KERN, Rebecca</td>
<td>Gateway/Math</td>
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<td>KING, Dawn</td>
<td>Student Technology</td>
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<td>KINSLEY, Brendon</td>
<td>Tutorial/Chemistry</td>
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<td>KIRKBY-TATRO, Johanna</td>
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<td>MAMIYA, Ayumi</td>
<td>Tutorial/LRC</td>
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<td>MEDINA, Jacob</td>
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<td>NAMI, Ardaian</td>
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<td>MESA</td>
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<td>RANGET, Mayra</td>
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<td>REINECK, Jeremy</td>
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<td>REN, Zifei</td>
<td>ISSP</td>
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<td>ROWE, Kelly</td>
<td>Tutorial/Psychology</td>
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<td>RUVALCABA, Janeth</td>
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<td>Tutorial/Math</td>
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<td>WILSON, Cassandra</td>
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<td>Gateway (2 jobs)</td>
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<td>Tutorial/Drafting</td>
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<td>YANG, Mengri</td>
<td>Theatre</td>
<td>SW II</td>
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<td>YUEN, Peter</td>
<td>TAP</td>
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<td>ZEIHER, Caroline</td>
<td>Tutorial/Economics</td>
<td>SW I</td>
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<td>ZEPEDA, Juan</td>
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<td>ZHU, Di</td>
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California Community College District
Cooperative Work Experience Education Plan

PART I
CONTACT INFORMATION

DISTRICT/College(s)

If you are a multiple college district, please indicate all colleges covered. Individual variations with plan details should be delineated in the appropriate sections of the plan.

<table>
<thead>
<tr>
<th>Santa Barbara City College</th>
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<tbody>
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</tbody>
</table>

Contact information for clarification any questions, such as name/contact information for person who prepared the plan, the Chief Instructional Officer, or other individual(s) designated by District.

Please include Name, Title, District, Email, and Telephone

Name:  Jack Friedlander  
Title:  Executive Vice President, Educational Programs
District:  Santa Barbara City College  
Email:  friedlan@sbcc.edu
Phone:  (805)965-581
PART II
RESPONSES TO PLAN REQUIREMENTS

This and following sections set forth a Title 5-required element, background information as appropriate, and prompts the district's required and/or optional response.

(1) A statement that the district has officially adopted the plan, subject to approval by the State Chancellor (§55251)

Date plan approved by local board: 7/14/2010  (Please also attach Board minutes or other documentation.)

Optional comments, if any, on process for Plan development (i.e., local Academic Senate review, curriculum committee deliberations, other deliberations).

The plan was reviewed and endorsed by the Academic Senate, approved by the College's Superintendent/President and then by the Board of Trustees.
Specific description of (§55251):

(a) District responsibilities (§55251):

**Background: Title 5 criteria and requirements**

**District Services. (§§55255, 55256).**

(a) The district shall provide sufficient services for initiating and maintaining on-the-job learning stations, coordinating the program, and supervising students. The supervision of students shall be outlined in a learning agreement coordinated by the college district under a state-approved plan. The employer and the qualified Community College Instructor/Coordinator shall share responsibility for on-the-job supervision, which shall include but not be limited to:

1. Instructor/Coordinator consultation in person with employers or designated representatives to discuss students' educational growth on the job.
2. Written evaluation of students' progress in meeting planned on-the-job learning objectives.
3. Consultation with students in person to discuss students' educational growth on the job.

(b) The district shall provide the above services at least once each quarter or semester for each student enrolled in the Cooperative Work Experience Education. Qualified adjunct faculty may be hired from other institutions to develop the learning contracts and make the "in-person" consultation for a student that is out of a college's geographical region, state, or in another country. For legally indentured apprentices, the requirements of this section may be delegated to the Joint Apprenticeship Committee in order to avoid duplication of supervisory services. The responsibility for compliance with Education Code and Title 5 Cooperative Work Experience Education requirements remains with the college.

(c) In certain limited situations that will be defined in guidelines issued by the Chancellor, the district may substitute approved alternatives to "in person" consultations. The guidelines will specify the types of alternatives which districts may approve and the circumstances under which they may be used. In establishing and maintaining guidelines on such alternatives, the Chancellor shall consult with, and rely primarily on the advice and judgment of, the statewide Academic Senate and shall provide a reasonable opportunity for comment by other statewide and regional representative groups.

☑ District will comply with these requirements.

Optional: Additional comments or narrative on District Services, if any.
(a) District responsibilities

Background: Title 5 criteria and requirements

Records. (§55256):

(a) The district shall maintain records which shall include at least the following:

1. The type and units of Cooperative Work Experience Education in which each student is enrolled, where the student is employed, the type of job held and a statement signed and dated by an academic employee which sets forth the basis determining whether the student is qualified for Occupational or General Work Experience.
2. A record of the work permit issued, if applicable, signed by the designated issuing agent.
3. The employer's or designated representative's statement of student hours worked and evaluation of performance on the agreed-upon learning objectives. Work hours may be verified either by weekly or monthly time sheets or by a summary statement at the end of the enrollment period.
4. New or expanded on-the-job measurable learning objectives which serve as part of the basis for determining the student's grade, signed by academic personnel, the employer or designated representative, and the student.

1. Instructor/Coordinator consultation in person with employers or designated representatives to discuss students' educational growth on the job.
2. Written evaluation of students' progress in meeting planned on-the-job learning objectives.
3. Consultation with students in person to discuss students' educational growth on the job.

(b) Records must be maintained which are signed and dated by academic personnel documenting:

1. Consultation(s) in person with the employer or designated representative.
2. Personal consultation(s) with the student.
3. Evaluation of the student's achievement of the on-the-job learning objectives.
4. The final grade.

District will comply with these requirements.

NOTE: The Chancellor's Office interprets the lack of a plural option under "type ... of Cooperative Work Experience Education..." to prohibit a student from concurrently enrolling in multiple "types" of Cooperative Work Experience Education.

Optional: Additional comments or narrative on Record Keeping, if any.
(b) **Student responsibilities** (§55251):

**Background: Title 5 criteria and requirements**

**Student Qualifications** (§55254).

In order to participate in Cooperative Work Experience Education students shall meet the following criteria:

(a) Pursue a planned program of Cooperative Work Experience Education which, in the opinion of the Instructor/Coordinator, includes new or expanded responsibilities or learning opportunities beyond those experienced during previous employment.

(b) Have on-the-job learning experiences that contribute to their occupational or education goals.

(c) Have the approval of the academic personnel.

(d) Meet the following condition if self-employed: Identify a person who is approved by academic personnel to serve as the designated employer representative. This representative shall agree in writing to accept the following employer responsibilities:

   (1) Assist the student in identifying new or expanded on-the-job learning objectives.
   
   (2) Assist in the evaluation of the student's identified on-the-job learning objectives.
   
   (3) Validate hours worked.

Optional: Additional comments or narrative on Student responsibilities, if any.
California Community College District
Cooperative Work Experience Education Plan

(c) Employer responsibilities (§55251):

<table>
<thead>
<tr>
<th>Background: Title 5 criteria and requirements</th>
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<tbody>
<tr>
<td>Records. (§55256).</td>
</tr>
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<tr>
<td>(b) Records must be maintained which are signed and dated by academic personnel documenting:</td>
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<tr>
<td>(2) Personal consultation(s) with the student.</td>
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<tr>
<td>(3) Evaluation of the student's achievement of the on-the-job learning objectives.</td>
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<tr>
<td>(4) The final grade.</td>
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<tr>
<th>Job Learning Stations. (§55257)</th>
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<tbody>
<tr>
<td>Job learning stations shall meet the following criteria:</td>
</tr>
<tr>
<td>(a) Employers or designated representatives agree with the intent and purposes of Cooperative Work Experience Education for students and are given a copy of each student's approved on-the-job learning objectives.</td>
</tr>
<tr>
<td>(b) Job learning stations offer a reasonable probability of continuous work experience for students during the current work experience enrollment term.</td>
</tr>
<tr>
<td>(c) Employers or designated representatives agree to provide adequate supervision, facilities, equipment, and materials at the learning stations to achieve on-the-job learning objectives.</td>
</tr>
<tr>
<td>(d) Employers agree to comply with all appropriate federal and state employment regulations.</td>
</tr>
</tbody>
</table>

☑ District will comply with these requirements.

Optional: Additional comments or narrative on Employer responsibilities, if any.
(c) **Employer responsibilities (§55251):**

| Background: Title 5 criteria and requirements |
| Consultation(s) in person with the employer. (§55255). |
| (b) The district shall provide the above services at least once each quarter or semester for each student enrolled in the Cooperative Work Experience Education. Qualified adjunct faculty may be hired from other institutions to develop the learning contracts and make the "in-person" consultation for a student that is out of a college's geographical region, state, or in another country. For legally indentured apprentices, the requirements of this section may be delegated to the Joint Apprenticeship Committee in order to avoid duplication of supervisory services. The responsibility for compliance with Education Code and title 5 Cooperative Work Experience Education requirements remains with the college. |
| (c) In certain limited situations that will be defined in guidelines issued by the Chancellor, the district may substitute approved alternatives to "in person" consultations. The guidelines will specify the types of alternatives which districts may approve and the circumstances under which they may be used. In establishing and maintaining guidelines on such alternatives, the Chancellor shall consult with, and rely primarily on the advice and judgment of, the statewide Academic Senate and shall provide a reasonable opportunity for comment by other statewide and regional representative groups. |

The approved guidelines issued by the Chancellor for Districts to substitute approved alternatives to "in person" consultations is attached.

- District will use alternatives to "Consultation(s) in person," as described in Title §55255(c).

- District will not use alternatives "Consultation(s) in person," as described in Title §55255(c).

Comments on "Consultation(s) in person," if any, including criteria and limits on alternatives to "Consultation(s) in person."
(d) Other cooperating agencies in the operation of the program, if any. (§§5251)

Comments on other cooperating agencies in the operation of the program, if any.
Not applicable.
(3) Specific description of each type of CWEE (§55251):

Types of Cooperative Work Experience Education (§55252)

Cooperative Work Experience Education is a district-initiated and district-controlled program of education consisting of the following types:

Check all that will be offered at the district:

☐ (a) General Work Experience Education is supervised employment which is intended to assist students in acquiring desirable work habits, attitudes and career awareness. The work experience need not be related to the students' educational goals.

☐ (b) Occupational Work Experience Education is supervised employment extending classroom based occupational learning at an on-the-job learning station relating to the students' educational or occupational goal.

☐ Minor Students in Work Experience
All laws or rules applicable to minors in employment relationships are applicable to minor students enrolled in work-experience education courses. (§55250.2).

☐ Work Experience Programs for Students with Developmental Disabilities. (§55250.4)
The governing board of any community college district which establishes and supervises a work experience education program in which students with developmental disabilities are employed in part-time jobs may use funds derived from any source, to the extent permissible by appropriate law or regulation, to pay the wages of students so employed.
The Board of Governors hereby finds and declares that the authority granted by the provisions of this section is necessary to ensure that the work experience education program will continue to provide a maximum educational benefit to students, particularly students with developmental disabilities, and that such program is deemed to serve a public purpose.

☐ Work Experience Education Involving Apprenticeable Occupations. (§55250.5)
Work-experience education involving apprenticeable occupations shall be consistent with the purposes of chapter 4 (commencing with section 3070) of division 3 of the Labor Code and with standards established by the California Apprenticeship Council.
(4) A description of **HOW** the district will (**§§5251**)  

(a) **Provide guidance services** (**§§5251**):  

Describe the specifics on how district will achieve this requirement.

Santa Barbara City College's Career Center serves as a centralized location for CWEE students seeking guidance. Students have access to career counseling, employment, and career guidance in pre- and post-employment, as well as programs and services that teach the following subjects:

*Career and education planning skills  
*Career assessments and interpretation  
*Career/job information and resources  
*Career/education clarification  
*Job hunting techniques  
*Assistance with resume writing and interviewing techniques  
*Assistance with finding major-related work-based learning sites  

All CWEE instructors hold regular office hours for student guidance.

(b) **Assign a sufficient number of qualified certificated personnel to direct the program** (**§§5251**):  

Describe the specifics on how district will achieve this requirement.
General Work Experience Program Staffing

1 full-time faculty Program Director

Career counselors are assigned to teach General Work Experience sections and to provide students in these classes with guidance and career counseling throughout the semester.

1 classified employment services staff assisting with in-person employer consultations

Occupational Work Experience

*Departments with approved occupational work experience courses assign the faculty member to teach the course. Enrollment caps are assigned to each section to maintain appropriate student/faculty ratios.
Initiate and maintain learning stations (§55251)

**Background: Title 5 criteria and requirements**

(§55250) Any program of Cooperative Work Experience Education conducted by the governing board of an educational community college district pursuant to this article and claimed for apportionment pursuant to sections 58051 and 58009.5 shall conform to a plan adopted by the district. The plan adopted by the district shall set forth a systematic design of Cooperative Work Experience Education whereby students, while enrolled in college, will gain realistic learning experiences through work. This plan shall be submitted to and approved by the Chancellor.

**Work Experience Outside of District.** (§55250.6).

The governing board of any community college district may provide for the establishment and supervision of work experience education programs providing part-time jobs for students in areas outside the district.

**Wages and Workers' Compensation.** (§55250.7).

The governing board of any community college district providing work-experience and work-study education may provide for employment under such program of students in part-time jobs by any public or private employer. Such districts may pay wages to persons receiving such training, except that no payments may be to or for private employers. Districts may provide workers’ compensation insurance for students in work experience as may be necessary.

**Job Learning Stations.** (§55257)

Job learning stations shall meet the following criteria:

(a) Employers or designated representatives agree with the intent and purposes of Cooperative Work Experience Education for students and are given a copy of each student’s approved on-the-job learning objectives.

(b) Job learning stations offer a reasonable probability of continuous work experience for students during the current work experience enrollment term.

(c) Employers or designated representatives agree to provide adequate supervision, facilities, equipment, and materials at the learning stations to achieve on-the-job learning objectives.

(d) Employers agree to comply with all appropriate federal and state employment regulations.

Describe the specifics on how district will achieve this requirement.

Santa Barbara City College develops workstations through the following methods:

* Career Center Work-site Coordinator develops and maintains an extensive employer database for current and possible future Job Learning Stations
* College membership and participation in service clubs, trade organizations and associations, community and civic groups, local Chambers of Commerce, which offer additional opportunities for work experience education job opportunities
* SBCC Career Center maintains a computerized student job database of job/work-based learning opportunities
* Both Occupational and General Work Experience faculty maintain close coordination and communication with Career Center staff

Santa Barbara maintains job learning stations through the following methods:

* Regular in-person consultations to review student learning objectives
* Employers in job learning stations are given an "Employer Orientation Sheet" and an overview of the "Learning Objective Plan" to read, sign and return to the CWEE instructor as part of the student’s class assignments.

These forms together explain:

* The intent and purpose of SBCCs CWEE program
* The need for reasonable probability of continuous employment throughout the academic semester
* The need to comply with all federal and state employment regulations
* Nondiscrimination policies
* All student assignments and employer responsibilities
(2) **Coordinate the program and supervise students** (§55251)

Describe the specifics on how district will achieve this requirement.

**Program Coordination:**
The Santa Barbara City College's Career Center Director, a full-time faculty member, serves as the program coordinator for the General Work Experience Program. He is responsible for Career Center counselor/instructor assignments and other operational functions. Career Center work-site coordinator conducts job learning station development and in-person consultations with employers.

Occupation Work Experience Program has a decentralized structure, with each instructional department offering CWEE courses responsible for instructor assignments and operational functions.

**Supervision of Students:**
The area of student supervision is outlined in the "Employer Orientation Sheet" and the "Student Learning Objectives Worksheet." Employers are required to sign and return these documents to the instructor.

Supervision of students includes:
Instructor/Coordinator in-person consultation or approved alternatives with employer to discuss students progress in achieving stated learning objectives; and,
Two instructor in-person consultations/semester with students to discuss students' educational growth in the Job Learning Station.
Both employer and instructor maintain a copy of student learning objectives.

(3) **Shared supervision with employer to include (at least once each term)** (§55251)

(c) **Assure on-the-job experiences are documented with written/measurable** (§55251)

Describe the specifics on how district will achieve this requirement.

Students are required to submit a "Student Learning Objective Plan" that is signed by their employer. The Instructor will evaluate the learning plan and consult with employer and student about stated goals. Both employer and instructor maintain a copy of student learning objectives. Once per semester instructors conduct an in-person consultation, or approved alternatives, with employer to discuss students progress in achieving stated learning objectives.
(d) Evaluate with employer, student's learning experiences (§55251):

Describe the specifics on how district will achieve this requirement.

Students are required to submit a signed "Supervisor Rating Sheet" that has been completed by their employer. The employers rate student performance on the job and evaluate the level of completion of stated learning objectives. Students complete a "Final Report" that describes their progress toward accomplishing their learning objectives. Instructors evaluate students based on hours worked, performance on learning objectives, attendance at scheduled instructor conferences and quality of the Final Report submitted by the student.

(e) Describe basis for awarding grade and credit (§55251)

*Background: Title 5 criteria and requirements

*Work Experience Credit (§55255.5).

(a) One student contact hour is counted for each unit of work experience credit in which a student is enrolled during any census period. In no case shall duplicate student contact hours be counted for any classroom instruction and Cooperative Work Experience Education. The maximum contact hours counted for a student shall not exceed the maximum number of Cooperative Work Experience Education units for which the student may be granted credit as described in section 55253.

(b) The learning experience and the identified on-the-job learning objectives shall be sufficient to support the units to be awarded.

(c) The following formula will be used to determine the number of units to be awarded:
   
   (1) Each 75 hours of paid work equals one semester credit or 50 hours equals one quarter credit.
   
   (2) Each 60 hours of non-paid work equals one semester credit or 40 hours equals one quarter credit.

☒ District will comply with these requirements.

Comments on basis for awarding grade and credit, if any.
California Community College District
Cooperative Work Experience Education Plan

(f) Provide adequate clerical & Instructional services (§55251)

Comments, if any.

(b) If district changes the plan, will submit changes for approval (§55251)

Check to indicate compliance

☒ Yes
INSTRUCTIONAL SERVICES AGREEMENT BETWEEN
SANTA BARBARA CITY COLLEGE
AND
LOU GRANT PARENT-CHILD WORKSHOP
FOR OPERATION OF NON-CREDIT PARENT EDUCATION COURSES AT THE
LOU GRANT PARENT-CHILD WORKSHOP
THIS INSTRUCTIONAL SERVICES AGREEMENT (the “Agreement”) is dated and effective July 9, 2010 (“Effective Date”) between the Lou Grant Parent-Child Workshop, a California nonprofit public benefit corporation classified as a public charity under Internal Revenue Code § 501(c)(3), acting by and through its Board of Directors (the “Workshop”), and Santa Barbara City College, a California community college district and political subdivision of the State of California (the “College”). The Workshop and the College are also referred to collectively as the “Parties” and individually as “Party.”

RECITALS

WHEREAS, the College is an accredited educational institution authorized to conduct, among other programs, non-credit adult education courses and parent education programs; and

WHEREAS, California Education Code § 84757 authorizes adult education funding for non-credit courses in parenting education; and

WHEREAS, the Board of Trustees of the College has determined that it is desirable for the College to collaborate with the Workshop by conducting a parent education course (the “parent education course”) for the Workshop; and

WHEREAS, the Workshop operates a cooperative state-licensed preschool for children, and has as part of its public nonprofit purpose the mission of promoting parent education;

WHEREAS, the Parties have heretofore operated in informal collaboration, and the Parties desire to formalize their relationship going forward in the form of an “instructional services agreement” that provides for compliance with all applicable laws, including Title 5 of the California Code of Regulations, Sections 51006, 53410, 55002, 55005, 58051, 58051.5, 58055, 58056, 58058, and 58102-58108; and

WHEREAS, the Workshop desires to continue its affiliation with the College in order to have such education courses developed and operated by the College’s personnel;

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties’ signatures, the Parties agree:

AGREEMENT

1. RESPONSIBILITIES OF COLLEGE

   A. The College will offer, at the location specified by the Workshop, mutually agreed upon and approved parenting education courses. The courses shall not be located outside the boundaries of the College district.

   B. The College will employ, at its sole expense, the instructor, referred to herein as the “Instructor.” The Instructor hired from time to time by the College shall meet the minimum qualifications for the position as established by the State Chancellor’s Office for the California Community Colleges and the College, and will be a person reasonably acceptable to the Workshop.
C. The College will evaluate the performance of the Instructor in accordance with the College's policies and procedures for evaluation of similar faculty, and will monitor the quality of instruction and instructional materials to ensure that they meet the needs of the students and the accreditation requirements of the College.

D. The College will assist the Workshop in student registration procedures, associated paperwork, and other support services to manage the course curriculum of the Instructional Program.

E. The Instructor will conduct a parent education course at and through the Workshop, in accordance with College rules and guidelines, and will maintain records of parent attendance and achievement.

F. The parent education course conducted and supervised by the Instructor will include parent education classes consisting of the curriculum for both classroom and lab instruction as approved by the curriculum authorities at the College and the State Chancellor's Office for the California Community Colleges.

G. The College will provide equipment assistance, materials and other support that are typically provided for students enrolled in a parent education lecture or laboratory setting approved by the College.

H. Provisions Applicable Only for the 2010-2011 School Year: For the duration of 2010-2011 school year only, the College will provide the Workshop with the services of the Instructor for the number of hours per week equal to 12.8% of a non-credit full time instructor's work week for the 30 weeks of the Fall 2010, Winter 2011 and Spring 2011 Continuing Education terms. The purpose of this assignment shall be for the Instructor to assist the Workshop with noninstructional responsibilities associated with the operation of the Workshop.

2. RESPONSIBILITIES OF WORKSHOP

A. The Workshop will operate a licensed preschool for children in accordance with applicable laws and program guidelines reasonably approved by the College.

B. Except for the assistance discussed in Section 1 above, the Workshop will provide the preschool facility, volunteers, support staff, equipment, materials, day-to-day management support and other related services and expenses necessary to conduct the operations of the preschool and the cooperative nonprofit public benefit corporation. The expenses paid by the Workshop will include facility rent or ownership costs, maintenance costs, capital improvements to the facilities, salaries of assistant directors, cost of utilities, office supplies, property insurance, worker's compensation insurance, compensation for guest speakers for evening classes, accounting services, professional development conferences for instructor/directors, equipment and toys, curriculum supplies, books, audio visual supplies, payroll taxes, website costs, postage, licensing fees, and nutrition supplies.

C. The Workshop will provide use of its facilities, free of charge, for use by the College for the parent education course. The facilities must be clearly identified as being open to the general public, as contemplated by 5 CCR 58051.5(a)(3).
D. The Workshop will comply with requests and guidelines from the College that are intended to ensure that the facilities made available to the College meet all applicable federal, state, and local health regulations and that the facilities are adequate for the College courses offered and the number of children and parents projected to attend.

E. The Workshop will not charge fees or tuition for the parent education courses. The Workshop may charge:

(1) Membership dues and other charges relating to its corporate membership; and

(2) Tuition for children enrolled in the preschool;

F. Except as contemplated by paragraph 1.H, the Instructor shall not perform administrative, management, fundraising, treasury or other functions for the operation of the cooperative nonprofit public benefit corporation; these functions shall be performed by personnel or volunteers of the Workshop.

G. The Workshop does hereby, and will continuously, warrant and certify that the direct education costs of the parent education covered by this Agreement are not being fully funded through other sources (in accordance with 5 CCR 58051.5(b)).

H. Each year that this Agreement is in effect, the Workshop shall notify the College, on or before February 15 of the year before the beginning of the next school year (for example, by February 15, 2011 for school year 2011-2012), whether it wishes to reimburse the College for the services of the Instructor for an additional period of hours per week to perform noninstructional responsibilities associated with the operation of the Workshop. Such assignment may be up to 32.8% of the hours per week of a full time instructor’s workweek for the 30 weeks of the Fall, Winter and Spring Continuing Education terms. If the Workshop chooses to so employ the Instructor, reimbursement shall be made to the College on a monthly basis. If the Workshop chooses to employ the Instructor beyond the 30 weeks of the Continuing Education terms and in excess of the 67.2% of the instructional load during the 30 weeks, the Workshop needs to inform the College on or before February 15 of the year before the beginning of the next school year. For the 2010-2011 school year only, the Workshop shall not be required to reimburse the College for more than 20% of the hours per week of a full time instructor’s workweek for the 30 weeks of the Fall 2010, Winter 2011 and Spring 2011 Continuing Education terms or for the additional 25 days beyond the 30 weeks of the three Continuing Education terms when the parent education course is taught. Starting with 2011-12, if the Workshop desires any service from the Instructor during the additional 25 days beyond the 30 weeks of the three Continuing Education terms when the parent education course is taught, it will be at the Workshop’s expense.

3. JOINT OR RECIPROCAL RESPONSIBILITIES

A. The Workshop and the College shall each work in good faith to implement this Agreement and shall use their best efforts to resolve any disputes informally.

B. The College and the Workshop shall document that as to each course, they have determined: 1) the enrollment period; 2) student enrollment fees, if any; 3) the
number of class hours sufficient to meet the stated performance objective; 4) how supervision and evaluation of students will occur; and 5) the process for withdrawal of students prior to course or program completion.

C. The College and the Workshop will insure that the College provides ancillary and support services such as counseling and guidance services to the students.

D. The Workshop and the College shall conduct all aspects of the parent education course in accordance with all applicable sections of the California Education Code and Title 5 of the California Code of Regulations, including but not limited to those relating to open enrollment, minimum qualifications of the instructors, student suspension or expulsion, and collection of state funded apportionment.

E. Each Party shall take due care to protect the confidentiality of the other's confidential information that may come into its possession in the course of performing this Agreement, including but not limited to information protected under state and federal laws relating to student privacy. Neither Party shall use the trademarks, trade secrets or other intellectual property of the other without the prior written approval of the owning Party.

4. INDEMNITY

A. Indemnification Obligations. Each Party (the "Indemnifying Party") shall, to the fullest extent permitted by California law, defend, indemnify, and hold harmless the other Party (the "Indemnified Party"), together with the Indemnified Party's elected and appointed trustees, directors, members, officers, employees, and agents from and against any claims, suits, or liability arising from the Indemnifying Party's material breach of this Agreement or arising out of any tortious act or omission of, or caused by the Indemnifying Party and/or its elected and appointed officers, employees or agents.

B. Procedure for Indemnification - Third Party Claim.

(1) Promptly after receipt by the Indemnified Party of notice of the commencement of any claim against it, such Indemnified Party will, if a claim is to be made against the Indemnifying Party under this Agreement, give notice to the Indemnifying Party of the commencement of such claim, but the failure to notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action is materially prejudiced by the Indemnified Party's failure to give such notice.

(2) If any proceeding subject to indemnification is brought against the Indemnified Party and it gives notice to the Indemnifying Party of the commencement of such proceeding, the Indemnifying Party will be entitled to participate in such proceeding and, to the extent that it wishes (unless the Indemnifying Party is also a Party to such proceeding and the Indemnified Party determines in good faith that joint representation would be inappropriate), to assume the defense of such proceeding with counsel satisfactory to the Indemnified Party and, after notice from the Indemnifying
Party to the Indemnified Party of its election to assume the defense of such proceeding, the Indemnifying Party will not, as long as it diligently conducts such defense, be liable to the Indemnified Party for any fees of other counsel or any other expenses with respect to the defense of such proceeding, in each case subsequently incurred by the Indemnified Party in connection with the defense of such proceeding, other than reasonable costs of investigation. If the Indemnifying Party assumes the defense of a proceeding, (i) it will be conclusively established for purposes of this Agreement that the claims made in that proceeding are within the scope of and subject to indemnification; (ii) no compromise or settlement of such claims may be effected by the Indemnifying Party without the Indemnified Party's consent unless (A) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other claims that may be made against the Indemnified Party, and (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying Party; and (iii) the Indemnified Party shall have no liability with respect to any compromise or settlement of such claims effected without its consent. If notice is given to the Indemnifying Party of the commencement of any proceeding and the Indemnifying Party does not, within ten (10) days after the Indemnified Party's notice is given, give notice to the Indemnified Party of its election to assume the defense of such proceeding, the Indemnifying Party will be bound by any determination made in such proceeding or any compromise or settlement effected by the Indemnified Party.

(3) Notwithstanding the foregoing, if the Indemnified Party determines in good faith that there is a reasonable probability that a proceeding may adversely affect it or its affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Party may, by notice to the Indemnifying Party within fifteen (15) days after receipt of notice of the claim, assume the exclusive right to defend, compromise, or settle such proceeding, all at the expense (including costs of investigation and defense and reasonable attorneys' fees) of the Indemnifying Party, but the Indemnifying Party will not be bound by any determination of a proceeding so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld); provided, however, that the Indemnified Party must conduct the defense of the claim actively and diligently.

C. These indemnification, hold harmless and defense obligations shall survive termination of this Agreement for any act, omission, or liability that occurred or is alleged to have occurred during the term but before the termination of the Agreement.

5. INSURANCE REQUIREMENTS

A. Each Party will maintain insurance coverages, at its sole cost and expense, that are (i) appropriate to the conduct and scope of its operations and (ii) reasonably requested by the other Party for the purpose of protecting the other Party's interests under this Agreement.
B. In the event a Party does not comply with the insurance requirements of this section, the other Party may, at its option, in addition to other remedies it may have, immediately terminate the Agreement, or provide the insurance coverage. If it provides the insurance coverage, it will be entitled to reimbursement for the cost of such insurance within 10 days of presenting a detailed invoice for the same.

6. TERM OF AGREEMENT, EXTENSIONS, AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue in effect through the 2010-2011 academic year. On July 1, 2011 and each anniversary thereof, the term of this Agreement shall be automatically extended by one year unless either Party has given prior written notice to the contrary.

B. Either Party may terminate this Agreement at anytime, with, or without cause, upon written notice given to the other Party at least 6 months prior to June 30th of the year in which the agreement expires. In the event of termination, each Party shall fully pay and discharge all obligations, if any, in favor of the other Party accruing prior to the termination date. Each Party shall be released from all obligations or performance, which would otherwise accrue after the termination date. Neither Party shall incur any liability to the other because of the termination.

C. A Party may terminate this Agreement, on written notice to the other Party, in the case of the other Party's material breach of this Agreement. If a Party's breach has not caused significant and irreparable harm, that Party shall have a reasonable opportunity to cure the breach before the Agreement is terminated by the aggrieved Party.

7. AUTHORITY; DOCUMENTATION REVIEW, AUDIT, AND RETENTION

A. Each Party warrants to the other that it has full authority to enter into and administer this Agreement including but not limited to, the rights to terminate, amend, extend, modify, or alter specific terms in accordance with the terms of this Agreement.

B. Each Party is entitled to full access and authority to audit all pertinent records of the other Party concerning this Agreement. Within 48-hours of the receipt of written notice, the Party from whom records are requested shall make those records available to the requesting Party. The Parties agree to cooperate fully to facilitate audits by the other Party.

C. The Parties agree that an audit includes an examination or making an excerpt or transcript from books, records, invoices, materials, payroll, or personnel data related to all matters covered by this Agreement. The Parties agree to maintain books and records in an accessible location and condition for a period of not less than five (5) years from the date they are created.

8. NOTICES

All notices required or permitted to be given under this Agreement shall be deemed duly given and effective if in writing and personally delivered or deposited in the U.S. Mail, postage to be prepaid, sent by a reputable overnight
courier service (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed to the following:

**College:**
Superintendent/President  
Santa Barbara City College  
721 Cliff Drive  
Santa Barbara, CA 93109-2394

With a copy to:

Vice President of Continuing Education  
Santa Barbara City College  
721 Cliff Drive  
Santa Barbara, CA 93109-2394

**Workshop:**
President, Board of Directors  
Lou Grant Parent-Child Workshop  
5400 Sixth Street  
Carpinteria, CA 93013

With a copy to:

Michael D. Schley  
Schley Look Guthrie & Locker LLP  
311 E. Carrillo Street  
Santa Barbara, CA 93101

A Party may change its designated representative and/or address for the purpose of receiving notices under this Agreement by notifying the other Party of the change in writing and in the manner described in this section.

9. **WAIVER**

Any failure by a Party to comply with any covenant, term or condition of this Agreement may be waived only in writing by the Party in whose favor the covenant, term or condition of this Agreement runs.

10. **APPLICABLE LAW, VENUE, INTERPRETATION**

This Agreement shall be interpreted according to the laws of the State of California and the Parties agree that venue for any action concerning or arising out of this Agreement shall be in Santa Barbara County, California. The provisions of this Agreement shall be construed in all cases as a whole, according to their fair meaning, and not strictly for or against either Party.
11. SEVERABILITY

If a court of competent jurisdiction holds any term or provision of this Agreement void, illegal, or unenforceable for any reason, this Agreement shall remain in full force and effect and shall be interpreted as though such term or provision was not a part of this Agreement. The remaining provisions shall be construed to preserve the intent and purpose of this Agreement, and the Parties agree to negotiate in good faith to modify any invalidated provisions to preserve each Party’s anticipated benefits.

12. ASSIGNMENT

Neither Party may assign or transfer any or all of either Parties’ rights, burdens, duties, or obligations under this Agreement without the prior written consent of the other Party.

13. EXECUTION BY FACSIMILE OR IN COUNTERPARTS

The Parties may execute this Agreement in counterparts such that their signatures may appear on separate signature pages. A copy, facsimile, or an original of this Agreement, with all the signature pages appended together, shall be deemed a fully executed Agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.

14. NO DISCRIMINATION

The Parties shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. The Parties further understand that harassment of any student, client or employee of either Party with regard to race religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

15. APPROVAL

In accordance with Education Code section 81655, this Agreement is valid and an enforceable obligation of the College only after it has been approved or ratified by the Board of Trustees of the Santa Barbara City College as evidenced by a motion duly passed and adopted by the Board Trustees, which the President is certifying has occurred by her signature hereof.

The president of the Workshop is certifying, by signature hereof, that all necessary approvals and authorizations from the Board of Directors of the Workshop have occurred.

16. AGREEMENT

This writing and any amendments thereto, constitute the entire Agreement between the Parties. This Agreement may not be altered or modified except by the express written consent of both the Workshop and College. Each Party acknowledges there are no other provisions or representations that have not been incorporated into this Agreement. The Workshop acknowledges that changes to any provision of this Agreement may only be made by action of the Board of Trustees of the College.
IN WITNESS WHEREOF, the Board of Trustees of the Santa Barbara City College has caused the Agreement to be subscribed by the President of the College and Workshop has caused the same to be subscribed in its behalf by its duly authorized officer as of the date first set forth above.

Lou Grant Parent-Child Workshop  
By: **Stephanie Stone**  
Stephanie Stone, President

Santa Barbara City College  
By: **Dr. Andreea M. Serban**  
Superintendent/President

Approved as to form:  
**Michael D. Schley**, Partner  
Schley Look Guthrie & Locker LLP  
Counsel to the Workshop

Approved as to form:  
**Mary L. Dowell**, Partner  
Liebert Cassidy Whitmore  
Counsel to the College
INSTRUCTIONAL SERVICES AGREEMENT BETWEEN
SANTA BARBARA CITY COLLEGE
AND
THE OAKS PARENT-CHILD WORKSHOP
FOR OPERATION OF NON-CREDIT PARENT EDUCATION COURSES AT THE
THE OAKS PARENT-CHILD WORKSHOP
THIS INSTRUCTIONAL SERVICES AGREEMENT (the “Agreement”) is dated and effective July 9, 2010 (“Effective Date”) between the The Oaks Parent-Child Workshop, a California nonprofit public benefit corporation classified as a public charity under Internal Revenue Code § 501(c)(3), acting by and through its Board of Directors (the “Workshop”), and Santa Barbara City College, a California community college district and political subdivision of the State of California (the “College”). The Workshop and the College are also referred to collectively as the “Parties” and individually as “Party.”

RECITALS

WHEREAS, the College is an accredited educational institution authorized to conduct, among other programs, non-credit adult education courses and parent education programs; and

WHEREAS, California Education Code § 84757 authorizes adult education funding for non-credit courses in parenting education; and

WHEREAS, the Board of Trustees of the College has determined that it is desirable for the College to collaborate with the Workshop by conducting a parent education course (the “parent education course”) for the Workshop; and

WHEREAS, the Workshop operates a cooperative state-licensed preschool for children, and has as part of its public nonprofit purpose the mission of promoting parent education;

WHEREAS, the Parties have heretofore operated in informal collaboration, and the Parties desire to formalize their relationship going forward in the form of an “instructional services agreement” that provides for compliance with all applicable laws, including Title 5 of the California Code of Regulations, Sections 51006, 53410, 55002, 55005, 58051, 58051.5, 58055, 58056, 58058, and 58102-58108; and

WHEREAS, the Workshop desires to continue its affiliation with the College in order to have such education courses developed and operated by the College’s personnel;

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties’ signatures, the Parties agree:

AGREEMENT

1. RESPONSIBILITIES OF COLLEGE

A. The College will offer, at the location specified by the Workshop, mutually agreed upon and approved parenting education courses. The courses shall not be located outside the boundaries of the College district.

B. The College will employ, at its sole expense, the instructor, referred to herein as the “Instructor.” The Instructor hired from time to time by the College shall meet the minimum qualifications for the position as established by the State Chancellor’s Office for the California Community Colleges and the College, and will be a person reasonably acceptable to the Workshop.
C. The College will evaluate the performance of the Instructor in accordance with the College’s policies and procedures for evaluation of similar faculty, and will monitor the quality of instruction and instructional materials to ensure that they meet the needs of the students and the accreditation requirements of the College.

D. The College will assist the Workshop in student registration procedures, associated paperwork, and other support services to manage the course curriculum of the Instructional Program.

E. The Instructor will conduct a parent education course at and through the Workshop, in accordance with College rules and guidelines, and will maintain records of parent attendance and achievement.

F. The parent education course conducted and supervised by the Instructor will include parent education classes consisting of the curriculum for both classroom and lab instruction as approved by the curriculum authorities at the College and the State Chancellor’s Office for the California Community Colleges.

G. The College will provide equipment assistance, materials and other support that are typically provided for students enrolled in a parent education lecture or laboratory setting approved by the College.

H. Provisions Applicable Only for the 2010-2011 School Year: For the duration of 2010-2011 school year only, the College will provide the Workshop with the services of an instructor for the number of hours per week equal to 12.8% of a non-credit full time instructor’s work week for the 30 weeks of the Fall 2010, Winter 2011 and Spring 2011 Continuing Education terms. The purpose of this assignment shall be for the instructor to assist the Workshop with noninstructional responsibilities associated with the operation of the Workshop.

2. RESPONSIBILITIES OF WORKSHOP

A. The Workshop will operate a licensed preschool for children in accordance with applicable laws and program guidelines reasonably approved by the College.

B. Except for the assistance discussed in Section 1 above, the Workshop will provide the preschool facility, volunteers, support staff, equipment, materials, day-to-day management support and other related services and expenses necessary to conduct the operations of the preschool and the cooperative nonprofit public benefit corporation. The expenses paid by the Workshop will include facility rent or ownership costs, maintenance costs, capital improvements to the facilities, salaries of assistant directors, cost of utilities, office supplies, property insurance, worker’s compensation insurance, compensation for guest speakers for evening classes, accounting services, professional development conferences for instructor/directors, equipment and toys, curriculum supplies, books, audio visual supplies, payroll taxes, website costs, postage, licensing fees, and nutrition supplies.

C. The Workshop will provide use of its facilities, free of charge, for use by the College for the parent education course. The facilities must be clearly identified as being open to the general public, as contemplated by 5 CCR 58051.5(a)(3).
D. The Workshop will comply with requests and guidelines from the College that are intended to ensure that the facilities made available to the College meet all applicable federal, state, and local health regulations and that the facilities are adequate for the College courses offered and the number of children and parents projected to attend.

E. The Workshop will not charge fees or tuition for the parent education courses. The Workshop may charge:
   
   (1) Membership dues and other charges relating to its corporate membership; and
   
   (2) Tuition for children enrolled in the preschool;

F. Except as contemplated by paragraph 1.H, the Instructor shall not perform administrative, management, fundraising, treasury or other functions for the operation of the cooperative nonprofit public benefit corporation; these functions shall be performed by personnel or volunteers of the Workshop.

G. The Workshop does hereby, and will continuously, warrant and certify that the direct education costs of the parent education covered by this Agreement are not being fully funded through other sources (in accordance with 5 CCR 58051.5(b)).

3. JOINT OR RECIPROCAL RESPONSIBILITIES

   A. The Workshop and the College shall each work in good faith to implement this Agreement and shall use their best efforts to resolve any disputes informally.

   B. The College and the Workshop shall document that as to each course, they have determined: 1) the enrollment period; 2) student enrollment fees, if any; 3) the number of class hours sufficient to meet the stated performance objective; 4) how supervision and evaluation of students will occur; and 5) the process for withdrawal of students prior to course or program completion.

   C. The College and the Workshop will insure that the College provides ancillary and support services such as counseling and guidance services to the students.

   D. The Workshop and the College shall conduct all aspects of the parent education course in accordance with all applicable sections of the California Education Code and Title 5 of the California Code of Regulations, including but not limited to those relating to open enrollment, minimum qualifications of the instructors, student suspension or expulsion, and collection of state funded apportionment.

   E. Each Party shall take due care to protect the confidentiality of the other's confidential information that may come into its possession in the course of performing this Agreement, including but not limited to information protected under state and federal laws relating to student privacy. Neither Party shall use the trademarks, trade secrets or other intellectual property of the other without the prior written approval of the owning Party.

4. INDEMNITY

   A. Indemnification Obligations. Each Party (the "Indemnifying Party") shall, to the fullest extent permitted by California law, defend, indemnify, and hold harmless the other Party (the "Indemnified Party"), together with the Indemnified Party’s
elected and appointed trustees, directors, members, officers, employees, and agents
from and against any claims, suits, or liability arising from the Indemnifying
Party's material breach of this Agreement or arising out of any tortious act or
omission of, or caused by the Indemnifying Party and/or its elected and appointed
officers, employees or agents.


(1) Promptly after receipt by the Indemnified Party of notice of the
commencement of any claim against it, such Indemnified Party will, if a claim
is to be made against the Indemnifying Party under this Agreement, give
notice to the Indemnifying Party of the commencement of such claim, but the
failure to notify the Indemnifying Party will not relieve the Indemnifying
Party of any liability that it may have to the Indemnified Party, except to the
extent that the Indemnifying Party demonstrates that the defense of such
action is materially prejudiced by the Indemnified Party's failure to give such
notice.

(2) If any proceeding subject to indemnification is brought against the
Indemnified Party and it gives notice to the Indemnifying Party of the
commencement of such proceeding, the Indemnifying Party will be entitled to
participate in such proceeding and, to the extent that it wishes (unless the
Indemnifying Party is also a Party to such proceeding and the Indemnified
Party determines in good faith that joint representation would be
inappropriate), to assume the defense of such proceeding with counsel
satisfactory to the Indemnified Party and, after notice from the Indemnifying
Party to the Indemnified Party of its election to assume the defense of such
proceeding, the Indemnifying Party will not, as long as it diligently conducts
such defense, be liable to the Indemnified Party for any fees of other counsel
or any other expenses with respect to the defense of such proceeding, in each
case subsequently incurred by the Indemnified Party in connection with the
defense of such proceeding, other than reasonable costs of investigation. If
the Indemnifying Party assumes the defense of a proceeding, (i) it will be
conclusively established for purposes of this Agreement that the claims made
in that proceeding are within the scope of and subject to indemnification; (ii)
no compromise or settlement of such claims may be effected by the
Indemnifying Party without the Indemnified Party's consent unless (A) there
is no finding or admission of any violation of Legal Requirements or any
violation of the rights of any Person and no effect on any other claims that
may be made against the Indemnified Party, and (B) the sole relief provided is
monetary damages that are paid in full by the Indemnifying Party; and (iii) the
Indemnified Party shall have no liability with respect to any compromise or
settlement of such claims effected without its consent. If notice is given to the
Indemnifying Party of the commencement of any proceeding and the
Indemnifying Party does not, within ten (10) days after the Indemnified
Party's notice is given, give notice to the Indemnified Party of its election to
assume the defense of such proceeding, the Indemnifying Party will be bound
by any determination made in such proceeding or any compromise or settlement effected by the Indemnified Party.

(3) Notwithstanding the foregoing, if the Indemnified Party determines in good faith that there is a reasonable probability that a proceeding may adversely affect it or its affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Party may, by notice to the Indemnifying Party within fifteen (15) days after receipt of notice of the claim, assume the exclusive right to defend, compromise, or settle such proceeding, all at the expense (including costs of investigation and defense and reasonable attorneys’ fees) of the Indemnifying Party, but the Indemnifying Party will not be bound by any determination of a proceeding so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld); provided, however, that the Indemnified Party must conduct the defense of the claim actively and diligently.

C. These indemnification, hold harmless and defense obligations shall survive termination of this Agreement for any act, omission, or liability that occurred or is alleged to have occurred during the term but before the termination of the Agreement.

5. INSURANCE REQUIREMENTS

A. Each Party will maintain insurance coverages, at its sole cost and expense, that are (i) appropriate to the conduct and scope of its operations and (ii) reasonably requested by the other Party for the purpose of protecting the other Party’s interests under this Agreement.

B. In the event a Party does not comply with the insurance requirements of this section, the other Party may, at its option, in addition to other remedies it may have, immediately terminate the Agreement, or provide the insurance coverage. If it provides the insurance coverage, it will be entitled to reimbursement for the cost of such insurance within 10 days of presenting a detailed invoice for the same.

6. TERM OF AGREEMENT, EXTENSIONS, AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue in effect through the 2010-2011 academic year. On July 1, 2011 and each anniversary thereof, the term of this Agreement shall be automatically extended by one year unless either Party has given prior written notice to the contrary.

B. Either Party may terminate this Agreement at anytime, with, or without cause, upon written notice given to the other Party at least 6 months prior to June 30th of the year in which the agreement expires. In the event of termination, each Party shall fully pay and discharge all obligations, if any, in favor of the other Party accruing prior to the termination date. Each Party shall be released from all obligations or performance, which would otherwise accrue after the termination date. Neither Party shall incur any liability to the other because of the termination.

C. A Party may terminate this Agreement, on written notice to the other Party, in the case of the other Party’s material breach of this Agreement. If a Party’s breach has
not caused significant and irreparable harm, that Party shall have a reasonable opportunity to cure the breach before the Agreement is terminated by the aggrieved Party.

7. AUTHORITY; DOCUMENTATION REVIEW, AUDIT, AND RETENTION

A. Each Party warrants to the other that it has full authority to enter into and administer this Agreement including but not limited to, the rights to terminate, amend, extend, modify, or alter specific terms in accordance with the terms of this Agreement.

B. Each Party is entitled to full access and authority to audit all pertinent records of the other Party concerning this Agreement. Within 48-hours of the receipt of written notice, the Party from whom records are requested shall make those records available to the requesting Party. The Parties agree to cooperate fully to facilitate audits by the other Party.

C. The Parties agree that an audit includes an examination or making an excerpt or transcript from books, records, invoices, materials, payroll, or personnel data related to all matters covered by this Agreement. The Parties agree to maintain books and records in an accessible location and condition for a period of not less than five (5) years from the date they are created.

8. NOTICES

All notices required or permitted to be given under this Agreement shall be deemed duly given and effective if in writing and personally delivered or deposited in the U.S. Mail, postage to be prepaid, sent by a reputable overnight courier service (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed to the following:

College:

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

With a copy to:

Vice President of Continuing Education
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109-2394

Workshop:

President, Board of Directors
The Oaks Parent-Child Workshop
605 W Junipero Street
Santa Barbara, CA 93105
With a copy to:

Michael D. Schley
Schley Look Guthrie & Locker LLP
311 E. Carrillo Street
Santa Barbara, CA 93101

A Party may change its designated representative and/or address for the purpose of receiving notices under this Agreement by notifying the other Party of the change in writing and in the manner described in this section.

9. WAIVER

Any failure by a Party to comply with any covenant, term or condition of this Agreement may be waived only in writing by the Party in whose favor the covenant, term or condition of this Agreement runs.

10. APPLICABLE LAW, VENUE, INTERPRETATION

This Agreement shall be interpreted according to the laws of the State of California and the Parties agree that venue for any action concerning or arising out of this Agreement shall be in Santa Barbara County, California. The provisions of this Agreement shall be construed in all cases as a whole, according to their fair meaning, and not strictly for or against either Party.

11. SEVERABILITY

If a court of competent jurisdiction holds any term or provision of this Agreement void, illegal, or unenforceable for any reason, this Agreement shall remain in full force and effect and shall be interpreted as though such term or provision was not a part of this Agreement. The remaining provisions shall be construed to preserve the intent and purpose of this Agreement, and the Parties agree to negotiate in good faith to modify any invalidated provisions to preserve each Party’s anticipated benefits.

12. ASSIGNMENT

Neither Party may assign or transfer any or all of either Parties’ rights, burdens, duties, or obligations under this Agreement without the prior written consent of the other Party.

13. EXECUTION BY FACSIMILE OR IN COUNTERPARTS

The Parties may execute this Agreement in counterparts such that their signatures may appear on separate signature pages. A copy, facsimile, or an original of this Agreement, with all the signature pages appended together, shall be deemed a fully executed Agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.

14. NO DISCRIMINATION

The Parties shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition,
disability, marital status, sex, age or sexual orientation. The Parties further understand that harassment of any student, client or employee of either Party with regard to race religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

15. APPROVAL

In accordance with Education Code section 81655, this Agreement is valid and an enforceable obligation of the College only after it has been approved or ratified by the Board of Trustees of the Santa Barbara City College as evidenced by a motion duly passed and adopted by the Board Trustees, which the President is certifying has occurred by her signature hereof.

The president of the Workshop is certifying, by signature hereof, that all necessary approvals and authorizations from the Board of Directors of the Workshop have occurred.

16. AGREEMENT

This writing and any amendments thereto, constitute the entire Agreement between the Parties. This Agreement may not be altered or modified except by the express written consent of both the Workshop and College. Each Party acknowledges there are no other provisions or representations that have not been incorporated into this Agreement. The Workshop acknowledges that changes to any provision of this Agreement may only be made by action of the Board of Trustees of the College.

[Signatures on following page.]
IN WITNESS WHEREOF, the Board of Trustees of the Santa Barbara City College has caused the Agreement to be subscribed by the President of the College and Workshop has caused the same to be subscribed in its behalf by its duly authorized officer as of the date first set forth above.

The Oaks Parent-Child Workshop

By: _________________________________
   Kelley Stoddard, President

Approved as to form:

Michael D. Schley, Partner
Schley Look Guthrie & Locker LLP
Counsel to the Workshop

Santa Barbara City College

By: _________________________________
   Dr. Andreea M. Serban,
   Superintendent/President

Approved as to form:

Mary L. Dowell, Partner
Liebert Cassidy Whitmore
Counsel to the College
INSTRUCTIONAL SERVICES AGREEMENT BETWEEN
SANTA BARBARA CITY COLLEGE
AND
SAN MARCOS PARENT-CHILD WORKSHOP, INC.
FOR OPERATION OF NON-CREDIT PARENT EDUCATION COURSES AT THE
SAN MARCOS PARENT-CHILD WORKSHOP, INC.
THIS INSTRUCTIONAL SERVICES AGREEMENT (the "Agreement") is dated and effective July 9, 2010 ("Effective Date") between the San Marcos Parent-Child Workshop, Inc., a California nonprofit public benefit corporation classified as a public charity under Internal Revenue Code § 501(c)(3), acting by and through its Board of Directors (the "Workshop"), and Santa Barbara City College, a California community college district and political subdivision of the State of California (the "College"). The Workshop and the College are also referred to collectively as the "Parties" and individually as "Party."

RECITALS

WHEREAS, the College is an accredited educational institution authorized to conduct, among other programs, non-credit adult education courses and parent education programs; and

WHEREAS, California Education Code § 84757 authorizes adult education funding for non-credit courses in parenting education; and

WHEREAS, the Board of Trustees of the College has determined that it is desirable for the College to collaborate with the Workshop by conducting a parent education course (the "parent education course") for the Workshop; and

WHEREAS, the Workshop operates a cooperative state-licensed preschool for children, and has as part of its public nonprofit purpose the mission of promoting parent education;

WHEREAS, the Parties have heretofore operated in informal collaboration, and the Parties desire to formalize their relationship going forward in the form of an "instructional services agreement" that provides for compliance with all applicable laws, including Title 5 of the California Code of Regulations, Sections 51006, 53410, 55002, 55005, 58051, 58051.5, 58055, 58056, 58058, and 58102-58108; and

WHEREAS, the Workshop desires to continue its affiliation with the College in order to have such education courses developed and operated by the College’s personnel;

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties’ signatures, the Parties agree:

AGREEMENT

1. RESPONSIBILITIES OF COLLEGE
    A. The College will offer, at the location specified by the Workshop, mutually agreed upon and approved parenting education courses. The courses shall not be located outside the boundaries of the College district.
    B. The College will employ, at its sole expense, the instructor, referred to herein as the "Instructor." The Instructor hired from time to time by the College shall meet the minimum qualifications for the position as established by the State
Chancellor’s Office for the California Community Colleges and the College, and will be a person reasonably acceptable to the Workshop.

C. The College will evaluate the performance of the Instructor in accordance with the College’s policies and procedures for evaluation of similar faculty, and will monitor the quality of instruction and instructional materials to ensure that they meet the needs of the students and the accreditation requirements of the College.

D. The College will assist the Workshop in student registration procedures, associated paperwork, and other support services to manage the course curriculum of the Instructional Program.

E. The Instructor will conduct a parent education course at and through the Workshop, in accordance with College rules and guidelines, and will maintain records of parent attendance and achievement.

F. The parent education course conducted and supervised by the Instructor will include parent education classes consisting of the curriculum for both classroom and lab instruction as approved by the curriculum authorities at the College and the State Chancellor’s Office for the California Community Colleges.

G. The College will provide equipment assistance, materials and other support that are typically provided for students enrolled in a parent education lecture or laboratory setting approved by the College.

H. Provisions Applicable Only for the 2010-2011 School Year: For the duration of 2010-2011 school year only, the College will provide the Workshop with the services of the Instructor for the number of hours per week equal to 12.8% of a non-credit full time instructor’s work week for the 30 weeks of the Fall 2010, Winter 2011 and Spring 2011 Continuing Education terms. The purpose of this assignment shall be for the Instructor to assist the Workshop with noninstructional responsibilities associated with the operation of the Workshop.

2. RESPONSIBILITIES OF WORKSHOP

A. The Workshop will operate a licensed preschool for children in accordance with applicable laws and program guidelines reasonably approved by the College.

B. Except for the assistance discussed in Section 1 above, the Workshop will provide the preschool facility, volunteers, support staff, equipment, materials, day-to-day management support and other related services and expenses necessary to conduct the operations of the preschool and the cooperative nonprofit public benefit corporation. The expenses paid by the Workshop will include facility rent or ownership costs, maintenance costs, capital improvements to the facilities, salaries of assistant directors, cost of utilities, office supplies, property insurance, worker’s compensation insurance, compensation for guest speakers for evening classes, accounting services, professional development conferences for instructor/directors, equipment and toys, curriculum supplies, books, audio visual supplies, payroll taxes, website costs, postage, licensing fees, and nutrition supplies.
C. The Workshop will provide use of its facilities, free of charge, for use by the College for the parent education course. The facilities must be clearly identified as being open to the general public, as contemplated by 5 CCR 58051.5(a)(3).

D. The Workshop will comply with requests and guidelines from the College that are intended to ensure that the facilities made available to the College meet all applicable federal, state, and local health regulations and that the facilities are adequate for the College courses offered and the number of children and parents projected to attend.

E. The Workshop will not charge fees or tuition for the parent education courses. The Workshop may charge:

(1) Membership dues and other charges relating to its corporate membership; and

(2) Tuition for children enrolled in the preschool;

F. Except as contemplated by paragraph 1.H, the Instructor shall not perform administrative, management, fundraising, treasury or other functions for the operation of the cooperative nonprofit public benefit corporation; these functions shall be performed by personnel or volunteers of the Workshop.

G. The Workshop does hereby, and will continuously, warrant and certify that the direct education costs of the parent education covered by this Agreement are not being fully funded through other sources (in accordance with 5 CCR 58051.5(b)).

H. Each year that this Agreement is in effect, the Workshop shall notify the College, on or before February 15 of the year before the beginning of the next school year (for example, by February 15, 2011 for school year 2011-2012), whether it wishes to reimburse the College for the services of the Instructor for an additional period of hours per week to perform noninstructional responsibilities associated with the operation of the Workshop. Such assignment may be up to 32.8% of the hours per week of a full time instructor’s workweek for the 30 weeks of the Fall, Winter and Spring Continuing Education terms. If the Workshop chooses to so employ the Instructor, reimbursement shall be made to the College on a monthly basis. If the Workshop chooses to employ the Instructor beyond the 30 weeks of the Continuing Education terms and in excess of the 67.2% of the instructional load during the 30 weeks, the Workshop needs to inform the college on or before February 15 of the year before the beginning of the next school year. For the 2010-2011 school year only, the Workshop shall not be required to reimburse the College for more than 20% of the hours per week of a full time instructor’s workweek for the 30 weeks of the Fall 2010, Winter 2011 and Spring 2011 Continuing Education terms or for the additional 25 days beyond the 30 weeks of the three Continuing Education terms when the parent education course is taught. Starting with 2011-12, if the Workshop desires any service from the Instructor during the additional 25 days beyond the 30 weeks of the three Continuing Education terms when the parent education course is taught, it will be at the Workshop’s expense.
3. JOINT OR RECIPROCAL RESPONSIBILITIES

A. The Workshop and the College shall each work in good faith to implement this Agreement and shall use their best efforts to resolve any disputes informally.

B. The College and the Workshop shall document that as to each course, they have determined: 1) the enrollment period; 2) student enrollment fees, if any; 3) the number of class hours sufficient to meet the stated performance objective; 4) how supervision and evaluation of students will occur; and 5) the process for withdrawal of students prior to course or program completion.

C. The College and the Workshop will insure that the College provides ancillary and support services such as counseling and guidance services to the students.

D. The Workshop and the College shall conduct all aspects of the parent education course in accordance with all applicable sections of the California Education Code and Title 5 of the California Code of Regulations, including but not limited to those relating to open enrollment, minimum qualifications of the instructors, student suspension or expulsion, and collection of state funded appropriation.

E. Each Party shall take due care to protect the confidentiality of the other’s confidential information that may come into its possession in the course of performing this Agreement, including but not limited to information protected under state and federal laws relating to student privacy. Neither Party shall use the trademarks, trade secrets or other intellectual property of the other without the prior written approval of the owning Party.

4. INDEMNITY

A. Indemnification Obligations. Each Party (the “Indemnifying Party”) shall, to the fullest extent permitted by California law, defend, indemnify, and hold harmless the other Party (the “Indemnified Party”), together with the Indemnified Party’s elected and appointed trustees, directors, members, officers, employees, and agents from and against any claims, suits, or liability arising from the Indemnifying Party’s material breach of this Agreement or arising out of any tortious act or omission of, or caused by the Indemnifying Party and/or its elected and appointed officers, employees or agents.


(1) Promptly after receipt by the Indemnified Party of notice of the commencement of any claim against it, such Indemnified Party will, if a claim is to be made against the Indemnifying Party under this Agreement, give notice to the Indemnifying Party of the commencement of such claim, but the failure to notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action is materially prejudiced by the Indemnified Party’s failure to give such notice.

(2) If any proceeding subject to indemnification is brought against the Indemnified Party and it gives notice to the Indemnifying Party of the
commencement of such proceeding, the Indemnifying Party will be entitled to participate in such proceeding and, to the extent that it wishes (unless the Indemnifying Party is also a Party to such proceeding and the Indemnified Party determines in good faith that joint representation would be inappropriate), to assume the defense of such proceeding with counsel satisfactory to the Indemnified Party and, after notice from the Indemnifying Party to the Indemnified Party of its election to assume the defense of such proceeding, the Indemnifying Party will not, as long as it diligently conducts such defense, be liable to the Indemnified Party for any fees of other counsel or any other expenses with respect to the defense of such proceeding, in each case subsequently incurred by the Indemnified Party in connection with the defense of such proceeding, other than reasonable costs of investigation. If the Indemnifying Party assumes the defense of a proceeding, (i) it will be conclusively established for purposes of this Agreement that the claims made in that proceeding are within the scope of and subject to indemnification; (ii) no compromise or settlement of such claims may be effected by the Indemnifying Party without the Indemnified Party's consent unless (A) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other claims that may be made against the Indemnified Party, and (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying Party; and (iii) the Indemnified Party shall have no liability with respect to any compromise or settlement of such claims effected without its consent. If notice is given to the Indemnifying Party of the commencement of any proceeding and the Indemnifying Party does not, within ten (10) days after the Indemnified Party's notice is given, give notice to the Indemnified Party of its election to assume the defense of such proceeding, the Indemnifying Party will be bound by any determination made in such proceeding or any compromise or settlement effected by the Indemnified Party.

(3) Notwithstanding the foregoing, if the Indemnified Party determines in good faith that there is a reasonable probability that a proceeding may adversely affect it or its affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Party may, by notice to the Indemnifying Party within fifteen (15) days after receipt of notice of the claim, assume the exclusive right to defend, compromise, or settle such proceeding, all at the expense (including costs of investigation and defense and reasonable attorneys' fees) of the Indemnifying Party, but the Indemnifying Party will not be bound by any determination of a proceeding so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld); provided, however, that the Indemnified Party must conduct the defense of the claim actively and diligently.

C. These indemnification, hold harmless and defense obligations shall survive termination of this Agreement for any act, omission, or liability that occurred or is alleged to have occurred during the term but before the termination of the Agreement.
5. INSURANCE REQUIREMENTS

A. Each Party will maintain insurance coverages, at its sole cost and expense, that are (i) appropriate to the conduct and scope of its operations and (ii) reasonably requested by the other Party for the purpose of protecting the other Party's interests under this Agreement.

B. In the event a Party does not comply with the insurance requirements of this section, the other Party may, at its option, in addition to other remedies it may have, immediately terminate the Agreement, or provide the insurance coverage. If it provides the insurance coverage, it will be entitled to reimbursement for the cost of such insurance within 10 days of presenting a detailed invoice for the same.

6. TERM OF AGREEMENT, EXTENSIONS, AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue in effect through the 2010-2011 academic year. On July 1, 2011 and each anniversary thereof, the term of this Agreement shall be automatically extended by one year unless either Party has given prior written notice to the contrary.

B. Either Party may terminate this Agreement at anytime, with, or without cause, upon written notice given to the other Party at least 6 months prior to June 30th of the year in which the agreement expires. In the event of termination, each Party shall fully pay and discharge all obligations, if any, in favor of the other Party accruing prior to the termination date. Each Party shall be released from all obligations or performance, which would otherwise accrue after the termination date. Neither Party shall incur any liability to the other because of the termination.

C. A Party may terminate this Agreement, on written notice to the other Party, in the case of the other Party's material breach of this Agreement. If a Party's breach has not caused significant and irreparable harm, that Party shall have a reasonable opportunity to cure the breach before the Agreement is terminated by the aggrieved Party.

7. AUTHORITY; DOCUMENTATION REVIEW, AUDIT, AND RETENTION

A. Each Party warrants to the other that it has full authority to enter into and administer this Agreement including but not limited to, the rights to terminate, amend, extend, modify, or alter specific terms in accordance with the terms of this Agreement.

B. Each Party is entitled to full access and authority to audit all pertinent records of the other Party concerning this Agreement. Within 48-hours of the receipt of written notice, the Party from whom records are requested shall make those records available to the requesting Party. The Parties agree to cooperate fully to facilitate audits by the other Party.

C. The Parties agree that an audit includes an examination or making an excerpt or transcript from books, records, invoices, materials, payroll, or personnel data related to all matters covered by this Agreement. The Parties agree to maintain books and records in an accessible location and condition for a period of not less than five (5) years from the date they are created.
8. NOTICES

All notices required or permitted to be given under this Agreement shall be
duly given and effective if in writing and personally delivered or
deposited in the U.S. Mail, postage to be prepaid, sent by a reputable overnight
courier service (with package tracking capability), or sent by certified mail, return
receipt requested, first class postage prepaid, addressed to the following:

**College:**

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

With a copy to:

Vice President of Continuing Education  
Santa Barbara City College  
721 Cliff Drive  
Santa Barbara, CA 93109-2394

**Workshop:**

President, Board of Directors  
San Marcos Parent-Child Workshop, Inc.  
4750 Hollister Avenue  
Santa Barbara, CA 93110

With a copy to:

Michael D. Schley  
Schley Look Guthrie & Locker LLP  
311 E. Carrillo Street  
Santa Barbara, CA 93101

A Party may change its designated representative and/or address for the purpose of
receiving notices under this Agreement by notifying the other Party of the change
in writing and in the manner described in this section.

9. WAIVER

Any failure by a Party to comply with any covenant, term or condition of this
Agreement may be waived only in writing by the Party in whose favor the
covenant, term or condition of this Agreement runs.

10. APPLICABLE LAW, VENUE, INTERPRETATION

This Agreement shall be interpreted according to the laws of the State of
California and the Parties agree that venue for any action concerning or arising out
of this Agreement shall be in Santa Barbara County, California. The provisions of
this Agreement shall be construed in all cases as a whole, according to their fair
meaning, and not strictly for or against either Party.

11. SEVERABILITY
If a court of competent jurisdiction holds any term or provision of this Agreement
void, illegal, or unenforceable for any reason, this Agreement shall remain in full
force and effect and shall be interpreted as though such term or provision was not a
part of this Agreement. The remaining provisions shall be construed to preserve
the intent and purpose of this Agreement, and the Parties agree to negotiate in
good faith to modify any invalidated provisions to preserve each Party’s
anticipated benefits.

12. ASSIGNMENT
Neither Party may assign or transfer any or all of either Parties’ rights, burdens,
duties, or obligations under this Agreement without the prior written consent of the
other Party.

13. EXECUTION BY FACSIMILE OR IN COUNTERPARTS
The Parties may execute this Agreement in counterparts such that their signatures
may appear on separate signature pages. A copy, facsimile, or an original of this
Agreement, with all the signature pages appended together, shall be deemed a fully
executed Agreement. Signatures transmitted by facsimile or other electronic means
shall be deemed original signatures.

14. NO DISCRIMINATION
The Parties shall not discriminate against any person in the provision of services,
or employment of persons on the basis of race, religion, medical condition,
disability, marital status, sex, age or sexual orientation. The Parties further
understand that harassment of any student, client or employee of either Party with
regard to race religion, gender, disability, medical condition, marital status, age or
sexual orientation is strictly prohibited.

15. APPROVAL
In accordance with Education Code section 81655, this Agreement is valid and an
enforceable obligation of the College only after it has been approved or ratified by
the Board of Trustees of the Santa Barbara City College as evidenced by a motion
duly passed and adopted by the Board Trustees, which the President is certifying
has occurred by her signature hereof.

The president of the Workshop is certifying, by signature hereof, that all necessary
approvals and authorizations from the Board of Directors of the Workshop have
occurred.

16. AGREEMENT
This writing and any amendments thereto, constitute the entire Agreement between
the Parties. This Agreement may not be altered or modified except by the express
written consent of both the Workshop and College. Each Party acknowledges there
are no other provisions or representations that have not been incorporated into this
Agreement. The Workshop acknowledges that changes to any provision of this Agreement may only be made by action of the Board of Trustees of the College.

IN WITNESS WHEREOF, the Board of Trustees of the Santa Barbara City College has caused the Agreement to be subscribed by the President of the College and Workshop has caused the same to be subscribed in its behalf by its duly authorized officer as of the date first set forth above.

San Marcos Parent-Child Workshop, Inc.

By: ____________________________
    Rebecca Robertson, Chair

Santa Barbara City College

By: ____________________________
    Dr. Andreea M. Serban,
    Superintendent/President

Approved as to form:

Michael D. Schley, Partner
Schley Look Guthrie & Locker LLP
Counsel to the Workshop

Approved as to form:

Mary L. Dowell, Partner
Liebert Cassidy Whitmore
Counsel to the College
INSTRUCTIONAL SERVICES AGREEMENT BETWEEN
SANTA BARBARA CITY COLLEGE
AND
STARR-KING PARENT-CHILD WORKSHOP
FOR OPERATION OF NON-CREDIT PARENT EDUCATION COURSES AT THE
STARR-KING PARENT-CHILD WORKSHOP
THIS INSTRUCTIONAL SERVICES AGREEMENT (the “Agreement”) is dated and effective July 9, 2010 (“Effective Date”) between the Starr-King Parent-Child Workshop, a California nonprofit public benefit corporation classified as a public charity under Internal Revenue Code § 501(c)(3), acting by and through its Board of Directors (the “Workshop”), and Santa Barbara City College, a California community college district and political subdivision of the State of California (the “College”). The Workshop and the College are also referred to collectively as the “Parties” and individually as “Party.”

RECITALS

WHEREAS, the College is an accredited educational institution authorized to conduct, among other programs, non-credit adult education courses and parent education programs; and

WHEREAS, California Education Code § 84757 authorizes adult education funding for non-credit courses in parenting education; and

WHEREAS, the Board of Trustees of the College has determined that it is desirable for the College to collaborate with the Workshop by conducting a parent education course (the “parent education course”) for the Workshop; and

WHEREAS, the Workshop operates a cooperative state-licensed preschool for children, and has as part of its public nonprofit purpose the mission of promoting parent education;

WHEREAS, the Parties have heretofore operated in informal collaboration, and the Parties desire to formalize their relationship going forward in the form of an “instructional services agreement” that provides for compliance with all applicable laws, including Title 5 of the California Code of Regulations, Sections 51006, 53410, 55002, 55005, 58051, 58051.5, 58055, 58056, 58058, and 58102-58108; and

WHEREAS, the Workshop desires to continue its affiliation with the College in order to have such education courses developed and operated by the College’s personnel;

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties’ signatures, the Parties agree:

AGREEMENT

1. RESPONSIBILITIES OF COLLEGE

A. The College will offer, at the location specified by the Workshop, mutually agreed upon and approved parenting education courses. The courses shall not be located outside the boundaries of the College district.

B. The College will employ, at its sole expense, the instructor, referred to herein as the “Instructor.” The Instructor hired from time to time by the College shall meet the minimum qualifications for the position as established by the State Chancellor’s Office for the California Community Colleges and the College, and will be a person reasonably acceptable to the Workshop.
C. The College will evaluate the performance of the Instructor in accordance with the College’s policies and procedures for evaluation of similar faculty, and will monitor the quality of instruction and instructional materials to ensure that they meet the needs of the students and the accreditation requirements of the College.

D. The College will assist the Workshop in student registration procedures, associated paperwork, and other support services to manage the course curriculum of the Instructional Program.

E. The Instructor will conduct a parent education course at and through the Workshop, in accordance with College rules and guidelines, and will maintain records of parent attendance and achievement.

F. The parent education course conducted and supervised by the Instructor will include parent education classes consisting of the curriculum for both classroom and lab instruction as approved by the curriculum authorities at the College and the State Chancellor’s Office for the California Community Colleges.

G. The College will provide equipment assistance, materials and other support that are typically provided for students enrolled in a parent education lecture or laboratory setting approved by the College.

H. Provisions Applicable Only for the 2010-2011 School Year: For the duration of 2010-2011 school year only, the College will provide the Workshop with the services of the Instructor for the number of hours per week equal to 12.8% of a non-credit full time instructor’s work week for the 30 weeks of the Fall 2010, Winter 2011 and Spring 2011 Continuing Education terms. The purpose of this assignment shall be for the Instructor to assist the Workshop with noninstructional responsibilities associated with the operation of the Workshop.

2. RESPONSIBILITIES OF WORKSHOP

A. The Workshop will operate a licensed preschool for children in accordance with applicable laws and program guidelines reasonably approved by the College.

B. Except for the assistance discussed in Section 1 above, the Workshop will provide the preschool facility, volunteers, support staff, equipment, materials, day-to-day management support and other related services and expenses necessary to conduct the operations of the preschool and the cooperative nonprofit public benefit corporation. The expenses paid by the Workshop will include facility rent or ownership costs, maintenance costs, capital improvements to the facilities, salaries of assistant directors, cost of utilities, office supplies, property insurance, worker’s compensation insurance, compensation for guest speakers for evening classes, accounting services, professional development conferences for instructor/directors, equipment and toys, curriculum supplies, books, audio visual supplies, payroll taxes, website costs, postage, licensing fees, and nutrition supplies.

C. The Workshop will provide use of its facilities, free of charge, for use by the College for the parent education course. The facilities must be clearly identified as being open to the general public, as contemplated by 5 CCR 58051.5(a)(3).
D. The Workshop will comply with requests and guidelines from the College that are intended to ensure that the facilities made available to the College meet all applicable federal, state, and local health regulations and that the facilities are adequate for the College courses offered and the number of children and parents projected to attend.

E. The Workshop will not charge fees or tuition for the parent education courses. The Workshop may charge:

(1) Membership dues and other charges relating to its corporate membership; and

(2) Tuition for children enrolled in the preschool;

F. Except as contemplated by paragraph 1.H, the Instructor shall not perform administrative, management, fundraising, treasury or other functions for the operation of the cooperative nonprofit public benefit corporation; these functions shall be performed by personnel or volunteers of the Workshop.

G. The Workshop does hereby, and will continuously, warrant and certify that the direct education costs of the parent education covered by this Agreement are not being fully funded through other sources (in accordance with 5 CCR 58051.5(b)).

H. Each year that this Agreement is in effect, the Workshop shall notify the College, on or before February 15 of the year before the beginning of the next school year (for example, by February 15, 2011 for school year 2011-2012), whether it wishes to reimburse the College for the services of the Instructor for an additional period of hours per week to perform noninstructional responsibilities associated with the operation of the Workshop. Such assignment may be up to 32.8% of the hours per week of a full time instructor’s workweek for the 30 weeks of the Fall, Winter and Spring Continuing Education terms. If the Workshop chooses to so employ the Instructor, reimbursement shall be made to the College on a monthly basis. If the Workshop chooses to employ the Instructor beyond the 30 weeks of the Continuing Education terms and in excess of the 67.2% of the instructional load during the 30 weeks, the Workshop needs to inform the college on or before February 15 of the year before the beginning of the next school year. For the 2010-2011 school year only, the Workshop shall not be required to reimburse the College for more than 20% of the hours per week of a full time instructor’s workweek for the 30 weeks of the Fall 2010, Winter 2011 and Spring 2011 Continuing Education terms or for the additional 25 days beyond the 30 weeks of the three Continuing Education terms when the parent education course is taught. Starting with 2011-12, if the Workshop desires any service from the Instructor during the additional 25 days beyond the 30 weeks of the three Continuing Education terms when the parent education course is taught, it will be at the Workshop’s expense.

3. JOINT OR RECIPROCAL RESPONSIBILITIES

A. The Workshop and the College shall each work in good faith to implement this Agreement and shall use their best efforts to resolve any disputes informally.

B. The College and the Workshop shall document that as to each course, they have determined: 1) the enrollment period; 2) student enrollment fees, if any; 3) the
number of class hours sufficient to meet the stated performance objective; 4) how supervision and evaluation of students will occur; and 5) the process for withdrawal of students prior to course or program completion.

C. The College and the Workshop will insure that the College provides ancillary and support services such as counseling and guidance services to the students.

D. The Workshop and the College shall conduct all aspects of the parent education course in accordance with all applicable sections of the California Education Code and Title 5 of the California Code of Regulations, including but not limited to those relating to open enrollment, minimum qualifications of the instructors, student suspension or expulsion, and collection of state funded apportionment.

E. Each Party shall take due care to protect the confidentiality of the other's confidential information that may come into its possession in the course of performing this Agreement, including but not limited to information protected under state and federal laws relating to student privacy. Neither Party shall use the trademarks, trade secrets or other intellectual property of the other without the prior written approval of the owning Party.

4. INDEMNITY

A. Indemnification Obligations. Each Party (the “Indemnifying Party”) shall, to the fullest extent permitted by California law, defend, indemnify, and hold harmless the other Party (the “Indemnified Party”), together with the Indemnified Party’s elected and appointed trustees, directors, members, officers, employees, and agents from and against any claims, suits, or liability arising from the Indemnifying Party’s material breach of this Agreement or arising out of any tortious act or omission of, or caused by the Indemnifying Party and/or its elected and appointed officers, employees or agents.


1) Promptly after receipt by the Indemnified Party of notice of the commencement of any claim against it, such Indemnified Party will, if a claim is to be made against the Indemnifying Party under this Agreement, give notice to the Indemnifying Party of the commencement of such claim, but the failure to notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action is materially prejudiced by the Indemnified Party’s failure to give such notice.

2) If any proceeding subject to indemnification is brought against the Indemnified Party and it gives notice to the Indemnifying Party of the commencement of such proceeding, the Indemnifying Party will be entitled to participate in such proceeding and, to the extent that it wishes (unless the Indemnifying Party is also a Party to such proceeding and the Indemnified Party determines in good faith that joint representation would be inappropriate), to assume the defense of such proceeding with counsel satisfactory to the Indemnified Party and, after notice from the Indemnifying
Party to the Indemnified Party of its election to assume the defense of such proceeding, the Indemnifying Party will not, as long as it diligently conducts such defense, be liable to the Indemnified Party for any fees of other counsel or any other expenses with respect to the defense of such proceeding, in each case subsequently incurred by the Indemnified Party in connection with the defense of such proceeding, other than reasonable costs of investigation. If the Indemnifying Party assumes the defense of a proceeding, (i) it will be conclusively established for purposes of this Agreement that the claims made in that proceeding are within the scope of and subject to indemnification; (ii) no compromise or settlement of such claims may be effected by the Indemnifying Party without the Indemnified Party's consent unless (A) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other claims that may be made against the Indemnified Party, and (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying Party; and (iii) the Indemnified Party shall have no liability with respect to any compromise or settlement of such claims effected without its consent. If notice is given to the Indemnifying Party of the commencement of any proceeding and the Indemnifying Party does not, within ten (10) days after the Indemnified Party's notice is given, give notice to the Indemnified Party of its election to assume the defense of such proceeding, the Indemnifying Party will be bound by any determination made in such proceeding or any compromise or settlement effected by the Indemnified Party.

(3) Notwithstanding the foregoing, if the Indemnified Party determines in good faith that there is a reasonable probability that a proceeding may adversely affect it or its affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Party may, by notice to the Indemnifying Party within fifteen (15) days after receipt of notice of the claim, assume the exclusive right to defend, compromise, or settle such proceeding, all at the expense (including costs of investigation and defense and reasonable attorneys' fees) of the Indemnifying Party, but the Indemnifying Party will not be bound by any determination of a proceeding so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld); provided, however, that the Indemnified Party must conduct the defense of the claim actively and diligently.

C. These indemnification, hold harmless and defense obligations shall survive termination of this Agreement for any act, omission, or liability that occurred or is alleged to have occurred during the term but before the termination of the Agreement.

5. INSURANCE REQUIREMENTS

A. Each Party will maintain insurance coverages, at its sole cost and expense, that are (i) appropriate to the conduct and scope of its operations and (ii) reasonably requested by the other Party for the purpose of protecting the other Party's interests under this Agreement.
B. In the event a Party does not comply with the insurance requirements of this section, the other Party may, at its option, in addition to other remedies it may have, immediately terminate the Agreement, or provide the insurance coverage. If it provides the insurance coverage, it will be entitled to reimbursement for the cost of such insurance within 10 days of presenting a detailed invoice for the same.

6. TERM OF AGREEMENT, EXTENSIONS, AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue in effect through the 2010-2011 academic year. On July 1, 2011 and each anniversary thereof, the term of this Agreement shall be automatically extended by one year unless either Party has given prior written notice to the contrary.

B. Either Party may terminate this Agreement at anytime, with or without cause, upon written notice given to the other Party at least 6 months prior to June 30th of the year in which the agreement expires. In the event of termination, each Party shall fully pay and discharge all obligations, if any, in favor of the other Party accruing prior to the termination date. Each Party shall be released from all obligations or performance, which would otherwise accrue after the termination date. Neither Party shall incur any liability to the other because of the termination.

C. A Party may terminate this Agreement, on written notice to the other Party, in the case of the other Party’s material breach of this Agreement. If a Party’s breach has not caused significant and irreparable harm, that Party shall have a reasonable opportunity to cure the breach before the Agreement is terminated by the aggrieved Party.

7. AUTHORITY; DOCUMENTATION REVIEW, AUDIT, AND RETENTION

A. Each Party warrants to the other that it has full authority to enter into and administer this Agreement including but not limited to, the rights to terminate, amend, extend, modify, or alter specific terms in accordance with the terms of this Agreement.

B. Each Party is entitled to full access and authority to audit all pertinent records of the other Party concerning this Agreement. Within 48-hours of the receipt of written notice, the Party from whom records are requested shall make those records available to the requesting Party. The Parties agree to cooperate fully to facilitate audits by the other Party.

C. The Parties agree that an audit includes an examination or making an excerpt or transcript from books, records, invoices, materials, payroll, or personnel data related to all matters covered by this Agreement. The Parties agree to maintain books and records in an accessible location and condition for a period of not less than five (5) years from the date they are created.

8. NOTICES

All notices required or permitted to be given under this Agreement shall be deemed duly given and effective if in writing and personally delivered or deposited in the U.S. Mail, postage to be prepaid, sent by a reputable overnight
courier service (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed to the following:

**College:**
Superintendent/President  
Santa Barbara City College  
721 Cliff Drive  
Santa Barbara, CA 93109-2394

With a copy to:

Vice President of Continuing Education  
Santa Barbara City College  
721 Cliff Drive  
Santa Barbara, CA 93109-2394

**Workshop:**
President, Board of Directors  
Starr-King Parent-Child Workshop  
1525-1/2 Santa Barbara Street  
Santa Barbara, CA 93101

With a copy to:

Michael D. Schley  
Schley Look Guthrie & Locker LLP  
311 E. Carrillo Street  
Santa Barbara, CA 93101

A Party may change its designated representative and/or address for the purpose of receiving notices under this Agreement by notifying the other Party of the change in writing and in the manner described in this section.

9. **WAIVER**
Any failure by a Party to comply with any covenant, term or condition of this Agreement may be waived only in writing by the Party in whose favor the covenant, term or condition of this Agreement runs.

10. **APPLICABLE LAW, VENUE, INTERPRETATION**
This Agreement shall be interpreted according to the laws of the State of California and the Parties agree that venue for any action concerning or arising out of this Agreement shall be in Santa Barbara County, California. The provisions of this Agreement shall be construed in all cases as a whole, according to their fair meaning, and not strictly for or against either Party.
11. **SEVERABILITY**

If a court of competent jurisdiction holds any term or provision of this Agreement void, illegal, or unenforceable for any reason, this Agreement shall remain in full force and effect and shall be interpreted as though such term or provision was not a part of this Agreement. The remaining provisions shall be construed to preserve the intent and purpose of this Agreement, and the Parties agree to negotiate in good faith to modify any invalidated provisions to preserve each Party’s anticipated benefits.

12. **ASSIGNMENT**

Neither Party may assign or transfer any or all of either Parties’ rights, burdens, duties, or obligations under this Agreement without the prior written consent of the other Party.

13. **EXECUTION BY FACSIMILE OR IN COUNTERPARTS**

The Parties may execute this Agreement in counterparts such that their signatures may appear on separate signature pages. A copy, facsimile, or an original of this Agreement, with all the signature pages appended together, shall be deemed a fully executed Agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.

14. **NO DISCRIMINATION**

The Parties shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. The Parties further understand that harassment of any student, client or employee of either Party with regard to race religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

15. **APPROVAL**

In accordance with Education Code section 81655, this Agreement is valid and an enforceable obligation of the College only after it has been approved or ratified by the Board of Trustees of the Santa Barbara City College as evidenced by a motion duly passed and adopted by the Board Trustees, which the President is certifying has occurred by her signature hereof.

The president of the Workshop is certifying, by signature hereof, that all necessary approvals and authorizations from the Board of Directors of the Workshop have occurred.

16. **AGREEMENT**

This writing and any amendments thereto, constitute the entire Agreement between the Parties. This Agreement may not be altered or modified except by the express written consent of both the Workshop and College. Each Party acknowledges there are no other provisions or representations that have not been incorporated into this Agreement. The Workshop acknowledges that changes to any provision of this Agreement may only be made by action of the Board of Trustees of the College.
IN WITNESS WHEREOF, the Board of Trustees of the Santa Barbara City College has caused the Agreement to be subscribed by the President of the College and Workshop has caused the same to be subscribed in its behalf by its duly authorized officer as of the date first set forth above.

Starr-King Parent-Child Workshop

By: 

Alia Porinsh, Vice-Chair

Santa Barbara City College

By: ____________________________

Dr. Andreea M. Serban,
Superintendent/President

Approved as to form:

Michael D. Schley, Partner
Schley Look Guthrie & Locker LLP
Counsel to the Workshop

Approved as to form:

Mary L. Dowell, Partner
Liebert Cassidy Whitmore
Counsel to the College
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Research Subaward Agreement

Institution/Organization ("Prime Recipient")
Name: The Regents of the University of California
Prime Award No.: SES-0924646
Awarding Agency: NSF
UCSB PI: DILLEMUTH

Institution/Organization ("Subrecipient")
Name: SANTA BARBARA CITY COLLEGE
Subaward No.: KKK1046
CPDA #: 47,075

Amount Funded This Action: $14,243.00
Est. Total (if Incrementally funded):

Subaward Period of Performance:
Budget Period: From: Mar 1, 2010 To: Dec 31, 2010

Estimated Project Period (if Incrementally funded):
From: To:

Project Title:
Collaborative Grant: Bringing Nanotechnology and Society Courses to California Community Colleges

Reporting Requirements (Check here if applicable): X See Attachment 4
ARRA Funds (Attachment 4A)

Terms & Conditions

1) Prime Recipient hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one): [ ] As specified in Subrecipient's proposal dated ; or [X] as shown in Attachment 5. In its performance of the subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.

2) Prime Recipient shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoices. Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's [ ] Administrative [ ] Contact as shown in Attachments 3A & 3B.

3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to Prime Recipient's [ ] Administrative [ ] Contact, as shown in Attachments 3A and 3B, NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.

4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.

5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachments 3A and 3B. Technical reports are required as shown above, "Reporting Requirements".

6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's [ ] Authorized [ ] Contact, as shown in Attachments 3A & 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.

7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

8) Either party may terminate this subaward with thirty days written notice to the appropriate party's [ ] Authorized [ ] Contact as shown in Attachments 3A & 3B. Prime Recipient shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122 or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" as applicable.

9) No-cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the [ ] Authorized [ ] Contact, as shown in Attachments 3A & 3B, not less than thirty (30) days prior to the desired effective date of the requested change.

10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.

11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2. Subrecipient also assures that it will comply with applicable statutory and regulatory requirements specified in the Research Terms & Conditions Appendix C found at http://www.nsf.gov/bfa/dias/policy/rsc/appc.pdf.

By an Authorized Official of Prime Recipient

By an Authorized Official of Subrecipient

[Signature] [Signature]

[Date] [Date]
Attachment 1
Research Subaward Agreement
Certifications and Assurances

By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the Prime Recipient.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Subrecipient assures Prime Recipient that it complies with A-133 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this subaward.
Certifications/Assurances


General terms and conditions as of the effective date of this Research Subaward Agreement:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.

2. OMB Circular A-110 or 45 CFR Part 602 as applicable.

3. The Proposal and Award Policies and Procedures Guide, including addenda in effect as of the beginning date of the period of performance.

   a. The right to initiate an automatic one-time extension of the end date provided by Article 25(c)(2) is replaced by the need to obtain prior written approval from the Prime Recipient;
   b. The payment mechanism described in Article 22 and the financial reporting requirements in Article 52 of the Research Terms and Conditions and Article 9 of the Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this agreement; and
   c. Any prior approvals are to be sought from the Prime Recipient and not the Federal Awarding Agency.

5. Title to equipment costing $5,000 or more that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the Subrecipient upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in Article 34(a) of the Research Terms and Conditions.

Special terms and conditions: [Institutions may include the following optional clauses.]

1. Copyrights
Subrecipient ___ grants / _X_ shall grant (check one) to Prime Recipient an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient’s obligations to the Federal Government under its Prime Award.

2. Data Rights
Subrecipient grants to Prime Recipient the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient’s obligations to the Federal Government under its Prime Award.

[Do not add a Patent or Inventions Clause. The prime award governs rights to patents and inventions. Prime Recipient cannot obtain rights in the Subrecipient’s subject inventions as a part of consideration for the subaward. Should it be necessary, the Federal Government can authorize the Prime Recipient’s right to practice a Subrecipient’s subject invention (as well as subject data or copyrights) on behalf of the Federal Government.]

3. Automatic Carry Forward:  [X] Yes  [ ] No
(If No, Carry Forward requests must be sent to Prime Recipient’s __________________________, as shown in Attachment 3).
<table>
<thead>
<tr>
<th>University Contacts</th>
<th>Collaborator Contacts</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Administrative Contact</strong></td>
<td></td>
</tr>
<tr>
<td>Name: Barbara Gilkes</td>
<td>Name:</td>
</tr>
<tr>
<td>Address: ISBER/CNS</td>
<td>Address:</td>
</tr>
<tr>
<td>Girvetz Hall 2323 MC 2150</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Santa Barbara, CA 93106</td>
<td>Fax:</td>
</tr>
<tr>
<td>Telephone: 805.893.3995</td>
<td>Email:</td>
</tr>
<tr>
<td>Fax: 805.893.7995</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:bgilkes@cns.ucsb.edu">bgilkes@cns.ucsb.edu</a></td>
<td></td>
</tr>
<tr>
<td><strong>Principal Investigator</strong></td>
<td></td>
</tr>
<tr>
<td>Name: Julie Dillenmuth</td>
<td>Name:</td>
</tr>
<tr>
<td>Address: ISBER</td>
<td>Address:</td>
</tr>
<tr>
<td>Girvetz Hall 2323 MC 2150,UCSB</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Santa Barbara, CA 93106</td>
<td>Fax:</td>
</tr>
<tr>
<td>Telephone: 805.893.5929</td>
<td>Email:</td>
</tr>
<tr>
<td>Fax: 805.893.7995</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:julie@cns.ucsb.edu">julie@cns.ucsb.edu</a></td>
<td></td>
</tr>
<tr>
<td><strong>Financial Contact</strong></td>
<td></td>
</tr>
<tr>
<td>Name: Connie Feeley</td>
<td>Name:</td>
</tr>
<tr>
<td>Address: Accounting</td>
<td>Address:</td>
</tr>
<tr>
<td>SAASB</td>
<td>Telephone:</td>
</tr>
<tr>
<td>UCSB</td>
<td>Fax:</td>
</tr>
<tr>
<td>Santa Barbara, CA 93106</td>
<td>Email:</td>
</tr>
<tr>
<td>Telephone: 805.893.3068</td>
<td></td>
</tr>
<tr>
<td>Fax: 805.893.8682</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:connie.loeley@accounting.ucsb.edu">connie.loeley@accounting.ucsb.edu</a></td>
<td></td>
</tr>
<tr>
<td><strong>Authorized Official</strong></td>
<td></td>
</tr>
<tr>
<td>Name: Lynne VanDerKamp</td>
<td>Name:</td>
</tr>
<tr>
<td>Senior Sponsored Projects Officer</td>
<td>Address:</td>
</tr>
<tr>
<td>Address: University of California, Santa Barbara</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Office of Research</td>
<td>Fax:</td>
</tr>
<tr>
<td>3227 Cheadle Hall</td>
<td>Email:</td>
</tr>
<tr>
<td>Santa Barbara, CA 93106-2050</td>
<td></td>
</tr>
<tr>
<td>Telephone: 805.893-5687</td>
<td></td>
</tr>
<tr>
<td>Fax: 805. 893-2611</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:van@research.ucsb.edu">van@research.ucsb.edu</a></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT 4
SUBAWARD AGREEMENT

Reporting Requirements

1. Subawardee shall submit a final technical report within 60 days of end date to University’s Principal Investigator, as stated in Attachment 3.

2. Subawardee shall submit a final financial report within 60 days of the end date to University’s Principal Investigator, as stated in Attachment 3.
Course Modification and Approval
SBCC and UCSB Faculty and two Graduate Teaching Scholars from UCSB will redesign the Insights on Science and Technology in Society (INSCITES) course *Surveillance Technologies*
Course will be approved by SBCC Curriculum Advisory Committee and submitted for articulation
Timeline: Spring Semester Year 1 (which corresponds to Winter and Spring 2010 quarters at UCSB)
Deliverables: Curriculum, Course of Record Outline, Laboratory Manual
Key Personnel: SBCC faculty Dr. Eric Bullock; UCSB faculty and Graduate Teaching Scholars; SBCC Dean of Educational Programs, Marilynn Spaventa

Instruction
The interdisciplinary course *Surveillance Technologies* will be offered for 48 SBCC students.
Timeline: Fall Semester Year 1 (2010)
Deliverables: Instruction and evaluation of course by instructors and students
Key Personnel: Dr. Eric Bullock and UCSB Graduate Teaching Scholars

Dissemination
Presentations will be proposed to the following conference:
The Community College League of California
Additional presentations planned pending further funding:
The Research and Planning Group for California Student Success Conference
The League of Innovation in Community Colleges
The American Chemical Society
Online materials from this project will be made available
Timeline: Following Year 1
Deliverables: Presentations, website
Key Personnel: Dr. Eric Bullock and Dean Marilynn Spaventa

Attachment (5)
# SUMMARY PROPOSAL BUDGET

**FOR NSF USE ONLY**

<table>
<thead>
<tr>
<th>ORGANIZATION</th>
<th>Santa Barbara City College</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR</td>
<td>Marilyn J. Spennato</td>
</tr>
</tbody>
</table>

## YEAR 1

### A. SENIOR PERSONNEL: PIPD, Co-PIs, Faculty and Other Senior Associates

<table>
<thead>
<tr>
<th>Name</th>
<th>Cal</th>
<th>Acad</th>
<th>Sum</th>
<th>Requested by PIPD</th>
<th>Requested by ADR</th>
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<tbody>
<tr>
<td>1. Marilyn J. Spennato - Co-PI, Dean Ed. Programs</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>2. Eric L. Bullock - Co-PI, Professor</td>
<td>0.00</td>
<td>1.00</td>
<td>0.00</td>
<td>13,695</td>
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<tr>
<td>3.</td>
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<td></td>
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<tr>
<td>4.</td>
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<td>5.</td>
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<tr>
<td>6.</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

### B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)

<table>
<thead>
<tr>
<th>Name</th>
<th>Cal</th>
<th>Acad</th>
<th>Sum</th>
<th>Requested by PIPD</th>
<th>Requested by ADR</th>
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</thead>
<tbody>
<tr>
<td>6.</td>
<td></td>
<td></td>
<td></td>
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### C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)

<table>
<thead>
<tr>
<th>Total Salaries, Wages and Fringe Benefits (A + B + C)</th>
<th>13,695</th>
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### D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING $5,000)

<table>
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<tr>
<th>Item</th>
<th>Cost</th>
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<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
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### E. TRAVEL

<table>
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<th>Type</th>
<th>Cost</th>
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<tbody>
<tr>
<td>1. Domestic (Incl. Canada, Mexico and U.S. Possessions)</td>
<td>0.00</td>
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<tr>
<td>2. Foreign</td>
<td>0.00</td>
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### F. PARTICIPANT SUPPORT COSTS

<table>
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<tr>
<th>Item</th>
<th>Cost</th>
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<tbody>
<tr>
<td>1. Stipends</td>
<td>0.00</td>
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<td>2. Travel</td>
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<tr>
<td>3. Subsistence</td>
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<td>4. Other</td>
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### G. OTHER DIRECT COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
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<tbody>
<tr>
<td>1. Materials and Supplies</td>
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<tr>
<td>2. Publication Costs/Documentation/Dissemination</td>
<td>0.00</td>
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<tr>
<td>3. Consultant Services</td>
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<tr>
<td>4. Computer Services</td>
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<tr>
<td>5. Subawards</td>
<td>0.00</td>
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<tr>
<td>6. Other</td>
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</table>

### H. TOTAL OTHER DIRECT COSTS

<table>
<thead>
<tr>
<th>Total Other Direct Costs (A + B + C)</th>
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### I. INDIRECT COSTS (F&A)

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<tr>
<th>Item</th>
<th>Rate</th>
<th>Base</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>1. Indirect Costs (F&amp;A)(Specify Rate and Base)</td>
<td>4.0000, Base: 13,695</td>
<td>54.84</td>
<td></td>
</tr>
<tr>
<td>2. Total Indirect Costs (F&amp;A)</td>
<td>54.84</td>
<td></td>
<td></td>
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</table>

### J. TOTAL DIRECT AND INDIRECT COSTS (H + I)

<table>
<thead>
<tr>
<th>Total Direct and Indirect Costs (H + I)</th>
<th>14,243</th>
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### K. RESIDUAL FUNDS

<table>
<thead>
<tr>
<th>Residual Funds</th>
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### L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)

<table>
<thead>
<tr>
<th>Amount</th>
<th>14,243</th>
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</thead>
</table>

### M. COST SHARING PROPOSED LEVEL $ | AGREED LEVEL IF DIFFERENT $

<table>
<thead>
<tr>
<th>PIPD Name</th>
<th>Marilyn J. Spennato</th>
</tr>
</thead>
</table>

1 "ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET"
Amended Professional Services Agreement

Santa Barbara City College
And
Strata Information Group

Amendment No. 3

The agreement made on July 1, 2008 between Santa Barbara City College and Strata Information Group (SIG) is hereby amended to be effective July 1, 2010. The following changes are made to the agreement:

2. Compensation
The hourly rate will remain the same through June 30, 2011. Santa Barbara City College will pay SIG $160.00 per hour plus reasonable travel expenses to provide the services specified in Exhibit A. SIG will invoice monthly for labor, travel time and travel expenses. Payment indicates acceptance of service. Rates for services are effective for 12 months from the date of the Amendment, and will increase by $5.00 per hour for each year thereafter. No other increase in the amount or scope of services is authorized without formal amendment to this Agreement.

4. Term
The term of the agreement is extended to June 30, 2013.

THERE ARE NO OTHER CHANGES

The Signatures below indicate Approval of this agreement.

For Santa Barbara City College: For Strata Information Group:

_____________________________ __________________________
Name: ________________________ Henry A. Elmstad, President
Date: ________________________ Date: ______________________
PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A

Statement of Work

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

**DBA Support – Approximately 600 hours**

SIG’s DBA Support will provide the following:
- On-Site Database Administrative (DBA) Services
- Remote Database Administration (DBA) Services
- On-Site Systems Administrative Services (SAS)
- Remote Systems Administration Services (SAS)

**Functional and Technical Support – Approximately 900 hours**

SIG’s Functional and Technical Support will provide the following:
- Functional support services for:
  - SunGard HE Banner Student including the Self Service functionality
  - SunGard HE Banner Finance including the Self Service functionality
  - SunGard HE Banner Human Resources including the Self Service functionality
  - SunGard HE Banner Financial Aid
- Technical support services for:
  - SunGard HE Banner Student including the Self Service functionality
  - SunGard HE Banner Finance including the Self Service functionality
  - SunGard HE Banner Human Resources including the Self Service functionality
  - SunGard HE Banner Financial Aid
- Report generation strategy and development
- Banner 8 Upgrade Assistance
Memorandum of Understanding
for
Discretionary Commercial Warrants Audits

Purpose of Agreement

This Memorandum of Understanding (MOU) is entered into this ____ day of
______, 20____, by and between the ____ School District
(“District”) and the Santa Barbara County Education Office (“SBCEO”) for the reduction
of the SBCEO’s audits of commercial warrants from 100 percent to audits of a selection
of commercial warrants chosen at SBCEO’s discretion.

Background

Education Code Section 42634 states that:

Each order drawn against the funds of a school district shall be numbered and shall state: (a) the
particular fund or funds of the district against which it is drawn, (b) the amount of the payment to be
made from each fund, and (c) the rate of salary and the period of service of any employee of the district
for whom an order is issued for payment of salary or wages.

If drawn for any purpose other than the payment of salaries or wages of school district employees, the
order shall be accompanied by an itemized bill showing the separate items and the price of each.
Notwithstanding that requirement, if the county superintendent of schools determines that including an
itemized bill with the order is impractical under the system of payment utilized, the itemized bill showing
the separate items and the price of each shall instead be retained by the school district and shall be
available for audit as directed by the county auditor.

In Santa Barbara County, the county auditor has delegated the responsibilities under this
section to the SBCEO.

Education Code Section 42636(a) states that:

The county superintendent of schools may examine each order on school district funds transmitted to
him or her, in the order in which it is received in his or her office. If it appears that the order is properly
drawn for the payment of legally authorized expenses against the proper funds of the district, and that
there are sufficient monies in the fund or funds against which the order is drawn to pay it, the county
superintendent shall endorse upon it “examined and approved,” and shall, in attestation thereof, affix his
or her signature and number and date the requisition and transmit it directly to the county auditor, in
the order in which the order is received in his or her office. The county superintendent may prescribe
alternative methods for districts determined to be fiscally accountable pursuant to Section 42659.

One of the responsibilities of the SBCEO per Education Code Section 42636(a) is to
examine orders on school district funds to ensure the order is properly drawn. In the past,
the SBCEO has required all districts to submit the authorizing documentation behind
each order, including an itemized invoice from the vendor. SBCEO then audited the
orders against the originating documentation.

SBCEO recognizes that there are widely varying levels of risk in the orders being
audited. It is also sensitive to the workload of the larger districts with regard to copying
all itemized invoices. As a result, the SBCEO will audit a selection, including a random selection, of commercial warrants - as opposed to all commercial warrants - for districts that it determines are eligible.

Eligible School Districts

Eligible districts will be those districts whose ADA is 901 or greater for elementary districts, 901 or greater for high school districts or 1,501 or greater for unified districts and whose error rates have over time been found to be minimal and acceptable to the SBCEO. In addition, these will be districts where the business office staff – particularly the accounts payable staff – is experienced and whose employment with the district has been significant enough for SBCEO to assess the knowledge and accuracy of those preparing the district’s commercial warrants for payment.

It is understood and agreed that SBCEO will be relying on the internal control system of the district to ensure the validity and accuracy of those commercial warrants it will no longer be auditing. Therefore only those districts whose internal control systems are found by SBCEO to be operating as expected will be eligible.

General Roles and Responsibilities

In general, although SBCEO will be auditing and requiring supporting documents for a sampling of commercial warrants, the school district understands that it will be assuming filing and archiving responsibilities for all documents supporting these payments. Refer to the governing board resolution “Responsibility for Retention of Commercial Warrants Documentation.”

SBCEO will:

• develop an eligibility checklist to be completed by the district that will document the criteria for participation in the discretionary commercial warrants audits;
• develop an internal control questionnaire to be completed by the district that will allow SBCEO to objectively assess the district’s internal control system;
• determine the commercial warrants to be audited;
• provide the district with a prelist that indicates commercial warrants for which documentation will be required (although some warrants will be computer-selected and some selected by the district based on SBCEO guidelines);
• if any additional warrants are chosen for audit, provide the district with a listing of those warrants;
• not release any commercial warrants until the related documentation has been audited;
• discuss with the district any problems or issues that might threaten the district’s eligibility to participate in the discretionary commercial warrants audits; and
• send a letter to the district’s external auditor regarding the district’s participation in the discretionary audit process.
District will:

- acknowledge that it is ultimately responsible for the legality and accuracy for all of its commercial warrants;
- hold SBCEO harmless for the legality and accuracy of its commercial warrants;
- each year, complete the internal control questionnaire provided by SBCEO;
- allow SBCEO access to its documentation files - if deemed advisable by SBCEO - at a time mutually acceptable to both the district and the SBCEO;
- provide the commercial warrant documentation as requested;
- accept that, if it has a need to generate a second final prelist, the second prelist will be subject to a 100 percent audit;
- warrant by resolution of the governing board that it will be responsible for retaining the underlying documentation for all commercial warrants in an organized and secure manner for a minimum period of four years, three of which must be in a hard-copy format; and
- provide the SBCEO with a copy of the governing board minutes approving this Memorandum of Understanding.

Terms of the Agreement

This Memorandum of Understanding will be valid for a period of one year to be renewed each July 1 at the discretion of SBCEO. However, the Memorandum of Understanding may be terminated without cause by the SBCEO at any time by delivering a written notice of termination to the superintendent and governing board of the ____________________________ School District.

IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed, such parties acting by their representatives being thereunto duly authorized.

By (Authorized Signature for District)  By (Authorized Signature for SBCEO)

____________________________  ______________________________

Name (Printed or Typed)  Name (Printed or Typed)

____________________________  ______________________________

Title  Title

____________________________  ______________________________

Date  Date
The Contract is changed as follows:

1. Investigate Theatre Seat Wire, per CP #20 and COR #1.071
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: To determine the possible use of existing lighting conduits and wires. Investigation of as-built condition was needed. The Current Electrical System is not up to the current code and in disrepair with rotted conduits. The rebuild is not included here, as a floor surface mounted wiring system made for such installation will be used.
   Add: $1,507.00

2. Make-up Lab Cabinet, per CP # 32 and COR #1.072
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: The college requested additional changes for a casework and related electricals in the make-up Lab.
   Add: $2,957.00

3. Demo of Conduits in Corridor 136, per CP # 085 and COR #1.073
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Five(5) existing rusted conduits were found directly in the center of where a new sewer pipe needs to be placed. The contractor traced the circuits and repaired/replaced as needed.
   Add: $2,578.00

4. Demo and Abate in Corridor 107. per CP # 088 and COR #1.074.
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: There was a large amount of unforeseen existing ducts that prevented from accessing to this corridor above-ceiling area. Ceiling removal and related abatement was needed for removing the ducts and other new electrical & fire sprinkler installation. This price is for ceiling demo, duct removal and abatement.
   Add: $29,599.00
5. Switchgear Addition, per CP # 182 and COR #1.075
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Because of field conditions and code requirement for allowable conduit bends, an
   additional switchgear box was needed.

   Add: $ 2,505.00

6. Emergency Demo in Rm 151, per CP # 092 and COR #1.076
   Requested by: Contractor
   Compensable Contract Day Change: 0
   Reason: There was a partition in room 151 that was to remain. However after demolition of the
   surrounding area, for safety reason this partition had to be removed and abated.

   Add: $ 1,138.00

7. Demo of Light Loft Steel, per CP # 109 and COR #1.077
   Requested by: Contractor
   Compensable Contract Day Change: 0
   Reason: The light loft structures had to be cut back to allow larger drill rigs to complete the
   caisson drilling. This was due to unforeseen caisson drilling conditions. This did hit the critical
   path but was concurrent with the caisson delay. Therefore this is a 0 compensable day change.

   Add: $ 4,135.00

8. Transition Duct at Roof, per CP # 117 and COR #1.078
   Requested by: Architect
   Compensable Contract Day Change: 0
   Reason: The plans do show the supply duct connection to jukowitz theatre but do not clearly
   define the elevations. Therefore a transition piece was needed to connect the ducts. The architect
   and installer meet and agreed to this change.

   Add: $ 3,407.00

9. Nelson Studs, per CP # 140 and COR #1.079
   Requested by: Contractor
   Compensable Contract Day Change: 0
   Reason: It has been brought to our attention through DSA inspector that there is a possible need
   for nelson studs at all (N) W beams in the areas of lightweight concrete deck. Nelson stud are
   required per code.

   Add: $ 2,537.00

10. Investigate Conduit 150C_D, per CP # 146 and COR #1.080
    Requested by: Owner
    Compensable Contract Day Change: 0
    Reason: At the areas of 150C & D Conduits were found to be corroded and in disrepair,
    Investigation was needed.

    Add: $ 3,269.00
11. Storm Drain Connection, per CP #149 and COR #1.081
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: The french drain at the exterior per imeter of the east restroom addition was not to be
   connected to the drain system. Because of the wet conditions that can prevail and the
   current water damage that is being repaired, it was decided to connect this line to the drain
   system.

   Add: $ 2,908.00

12. Replace Roof Drain Parts, per CP #178 and COR #1.082
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: IOR Request that Misc roof drain parts not in the docu ments are needed for
   waterproofing and to meet the code. Current parts were in such disrepair that they fell apart in
   hand.

   Add: $ 2,711.00

13. Additional Rebar at P-Wall, per CP #284 and COR #1.083
   Requested by: Contractor
   Compensable Contract Day Change: 0
   Reason: In the last pour of the proscenium wall additional rebar was needed due to field d
   condition.

   Add: $ 1,372.00

14. Interior sound Insulation, per CP #211 and COR #1.084
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Sound insulation in various area had to be removed because of asbestos contamination.

   Add: $ 2,013.00

---

Total Cost of This Change Order: Add: $ 62,636.00

Contractor accepts the terms and conditions stated as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described changes in accordance with the terms set forth herein and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents. The adjustment of the Contract Price and the Contract Time for the changes noted in this Change Order (the "Changes") represents the full and complete adjustment of the Contract Time and the Contract Price due to the Contractor for providing and completing such Changes, including without limitation: (i) all costs (whether direct or indirect) for labor, equipment, materials, tools, supplies and/or services; (ii) all general and administrative overhead costs (including without limitation, home office, field office and Site general conditions costs) and profit; and (iii) all impacts, delays, disruptions, interferences, or hindrances in providing and completing the Changes. Contractor waives all rights, including without limitation those arising under Civil Code Section 1542, for any other adjustment of the Contract Price or the Contract Time on account of the Changes set forth in this Change Order or the Contractor's performance and completion of the Changes.
NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT, CONSTRUCTION MANAGER, AND CONTRACTOR

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NOTE: This change order includes only the items included above. This change order does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive but are not included above.

Architect: John Fisher, AIA
Principal-in-Charge
John Sergio Fisher & Assoc., Inc.
5567 Reseda Blvd., Suite 209
Tarzana, CA 91356

Contractor: Diani Building Corporation.
295 North Blosser Rd.
Santa Maria, CA 93458

Construction Manager: GKK Works
C/O Santa Barbara City College
2355 Main Street Suite 220
Irvine, CA 92614

Owner: Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109

(space for DSA approval stamp)
April 26, 2010
Project No. 090592.4

Mr. Steve Massetti, P.E.
Santa Barbara City College - Program Manager Supervisor
721 Cliff Drive
Santa Barbara, California 93109

Subject: Amendment 1 - Materials Testing and Inspection Services
Reference: Santa Barbara City College - Modernization of Drama and Music Building

Dear Mr. Massetti:

This request for an amendment was prepared to provide you with an updated cost estimate to complete the material testing and inspection services as directed by Santa Barbara City College and their consultants. In reviewing our billings to date of April 1st, I have noticed that we are near the total of our budget. Currently, the anticipated remaining tasks consist of concrete placement, welding inspection, and shop inspection for the structural steel. Based on our conversations with the IOR, Mel Bentley, we anticipate that we will need to be onsite for 80 hours of concrete inspection, 22 weeks of full-time welding inspection in the field, and 16 weeks of part-time shop inspection for structural steel. We anticipate that we will be able to limit the costs by utilizing our full-time welding inspector to also inspect various concrete placements. The additional cost above our existing budget is outlined below.

- Welding Inspection - 22 weeks x 5 days x 8 hours x $74.00/hr. = $65,120.00
- Structural Steel Shop Inspection - 16 weeks x 5 days x 4 hours x $74.00/hr. = $23,880.00
- Concrete Inspection - 80 hours x $74.00/hr. = $5,920.00
- Project Management and Report Review 10 hours x $125/hr. = $1,250.00
- Total = $95,970.00

We are very conscious of the budget of this job and have tried to be as cost efficient as possible on this job. The reasons for the overages are as follows:

- Greatly increased durations of required structural steel shop inspections.
- Greatly increased durations of required welding inspections.
- Increased durations of required concrete inspections.
- Increased amount of required laboratory testing of construction materials.
- Additional pachometer testing of the existing structure to locate rebar that was not included in the original estimate.

It is our understanding that the conditions of our existing contract will apply to this additional scope of work. We appreciate the opportunity to be of continued service to you on this project. If you have any questions or require additional information, please do not hesitate to contact the undersigned.

Best regards,

David Van Thiel, M.Sc., P.E. 70628
Branch Manager

Tom Williams
Executive Business Development Manager

1879 Portola Road, Suite G Ventura, CA 93003

Item 6.1-g
Page 1 of 2
7/15/10
June 21, 2010
Project No. 090592.4

Mr. Steve Massetti, P.E.
Santa Barbara City College - Program Manager Supervisor
721 Cliff Drive
Santa Barbara, California 93109

Subject: Amendment 2 - Materials Testing and Inspection Services

Reference: Santa Barbara City College - Modernization of Drama and Music Building

Dear Mr. Massetti:

This request for an amendment was prepared to provide you with an updated cost estimate to complete the material testing and inspection services as directed by Santa Barbara City College and their consultants. In reviewing our billings to date of June 1st, I have noticed that we are near the total of our budget. Currently, the anticipated remaining tasks consist of concrete placement, welding inspection, and shop inspection for the structural steel. This amendment will be necessary in addition to our April 26th, 2010 amendment. Based on our conversations with the IOR, Mel Bentley, we anticipate that we will be required to be onsite for an additional 8 weeks of full-time welding inspection in the field, and 16 weeks of part-time shop inspection for structural steel. We anticipate that we will be able to limit the costs by utilizing our full-time welding inspector to also inspect various concrete placements. The additional cost above our existing budget is outlined below.

- Welding inspection - 12 weeks x 5 days x 8 hours x $74.00/hr. = $35,520.00
- Structural Steel Shop Inspection - 12 weeks x 5 days x 8 hours x $74.00/hr. = $35,520.00
- Total = $71,040.00

We are very conscious of the budget of this job and have tried to be as cost efficient as possible on this job. The reasons for the overages are as follows:

- Greatly increased durations of required structural steel shop inspections.
- Greatly increased durations of required welding inspections.
- Increased durations of required concrete inspections.
- Increased amount of required laboratory testing of construction materials.

It is our understanding that the conditions of our existing contract will apply to this additional scope of work. We appreciate the opportunity to be of continued service to you on this project. If you have any questions or require additional information, please do not hesitate to contact the undersigned.

Best regards,

David Van Thiel, M.Sc., P.E. 70628
Branch Manager

Tom Williams
Executive Business Development Manager

1879 Portola Road, Suite G Ventura, CA 93003
change order

aia document g701

owner
architect
contractor
field

dsa

dsas file #: 42-c2
application #: 03-110450

change order no: three (03)
date: june 18, 2010

dsa application no: a03-110450
construction contract no: bid #646
contract date: 12/02/09
ntp april 6, 2009

architect:
rjc inc.
p.o. box 60202
santa barbara, ca 93160

to:
diani building corp.
295 north blosser, p.o. box 5757
santa maria, ca 93456-5757

the contract is changed as follows:

item 1) refer to: ‘proposal request no. 7’ dated 2/18/10, sheet c2.2 paving plan – additive alternate no. 1 dated 7/31/2006, and ‘cost proposal #004r1’ dated 3/25/10; contractor to perform installation of new fencing as per architectural fencing plan.
requested by: architect
reason: to clarify new architectural fencing.
s13,499.00 cost

item 2) refer to: ‘architect’s supplemental instruction no. 9’ dated 6/26/09, and ‘cost proposal #9r2’ dated 4/7/10; contractor to perform construction of column locations and base plate types as per revised foundation plan.
requested by: architect
reason: to clarify new foundation plan, column locations, and base plate types.
s8,564.00 cost

item 3) refer to: ‘architect’s supplemental instruction no. 7’ dated 6/05/09, sheet c2.2 – architectural paving plan dated 6/05/09, and ‘cost proposal #10r1’ dated 12/16/09; contractor to perform construction of architectural paving as per revised architectural paving plan.
requested by: architect
reason: to clarify new architectural paving.
s2,314.00 cost

item 4) refer to: sheet e2.0 dated 3/14/06, and ‘cost proposal #15’ dated 3/22/10; contractor to perform installation panel dr upgrade as directed by architect.
requested by: architect
reason: to provide required ul clearances and meet current codes
s3,444.00 cost

item 5) refer to: request for information #79 dated 10/15/09, and ‘cost proposal #16c-r1’ dated 3/25/10; contractor to perform installation of additional channel and welding at storefront windows as directed by architect.
requested by: architect
reason: to provide adequate support for proper installation of storefront window system.
s2,237.00 cost
Item 6) Refer to: ‘Architect’s Supplemental Instruction No. 14’ dated 11/23/09, Sheet A5.2 – Architectural Window Details dated 4/21/06, Details 3, 4, 8, and 10, and ‘Cost Proposal #17R1’ dated 11/18/09; Contractor to perform construction of window details as directed by Architect.
  Requested by: Architect
  Reason: To clarify construction of window framing
  $10,852.00 Cost

Item 7) Refer to: Pacific Materials Laboratory ‘Field Note’ dated 1/8/10, and ‘Cost Proposal #19’ dated 2/3/09; Contractor to perform construction of suitable subgrade as directed by Soils Engineer.
  Requested by: Soils Engineer
  Reason: To provide suitable subgrade for concrete paving.
  $62,952.00 Cost

Item 8) Refer to: Sheet A5.2, Details 7 & 9 dated 4/21/06, and ‘Cost Proposal #20’ dated 2/19/10; Contractor to perform construction of storefront window sill as directed by Architect.
  Requested by: Architect
  Reason: To provide adequate support and flashing for storefront window system.
  $682.00 Cost

  Requested by: Contractor
  Reason: To cover existing dirt and reset existing handrail in new curb.
  $9,366.00 Cost

Item 10) Refer to: Request for Information #114 dated 1/13/10, and ‘Cost Proposal #23R1’ dated 3/05/10; Contractor to perform lowering of condensate lines and HVAC access panels in Buildings #1, 2, & 3.
  Requested by: Contractor
  Reason: To position access panels in location with unobstructed access.
  $1,696.00 Cost

Item 11) Refer to: Request for Information #122 dated 2/9/10, and ‘Cost Proposal #24’ dated 3/5/10; Contractor to perform modification of site benches as directed by Architect.
  Requested by: Owner
  Reason: To provide Owner with requested site bench furnishings.
  $2,428.00 Cost

Item 12) Refer to: Sheet P1.0 Plumbing Floor Plan, Key Note 8, and ‘Cost Proposal #25’ dated 2/19/10; Contractor to perform the lowering of sanitary sewer line elevation.
  Requested by: Owner
  Reason: To tie-in to existing sewer system.
  $2,274.00 Cost

Item 13) Refer to: Request for Information #119 dated 2/2/10, and ‘Cost Proposal #26’ dated 3/22/10; Contractor to perform relocation of flagpole lighting as directed by Architect.
  Requested by: Contractor
  Reason: To avoid mounting light on roof and creating penetrations.
  $1,009.00 Cost

Item 14) Refer to: Sheet A1.0, Drawing 2 - Floor Plan, Key Note 20, and ‘Cost Proposal #27’ dated 2/17/10; Contractor to perform the installation of Advanced Floor Products Retro Plate 99 polished floor system with original Chemstain incorporated into polishing system.
  Requested by: Architect
  Reason: To provide Owner with requested floor finish.
  $4,020.00 Cost
Item 15) Refer to: ‘Cost Proposal #29R1’ dated 2/26/10; Contractor to perform prep coat on all drywall areas in Buildings #1, 2, & 3.
   Requested by: Contractor
   Reason: To save construction time for painting
   $1,049.00 Cost

Item 16) Refer to: Request for Information #125 dated 2/11/10, and ‘Cost Proposal #30R2 dated 3/25/10; Contractor to perform installation of additional stainless steel angles at roll-up doors as directed by Architect.
   Requested by: Architect
   Reason: To provide a proper finish of drywall at roll-up door frame edge
   $2,000.00 Cost

Item 17) Refer to: Request for Information #133 dated 3/1/10, and ‘Cost Proposal #31R1 dated 3/25/10; Contractor to perform installation of galvanized handrails on the new concrete wall as directed by Architect.
   Requested by: Architect
   Reason: To provide proper protection and meet current codes
   $4,173.00 Cost

Item 18) Refer to: ‘Architect’s Supplemental Instruction No. 7’ dated 6/5/09, Sheet C2.2 – Revised Architectural Paving Plan dated 6/5/09, and ‘Cost Proposal #32’ dated 3/10/10; Contractor shall perform finish coat plaster on light tower bases as directed by Architect.
   Requested by: Architect
   Reason: To provide finish matching new buildings
   $719.00 Cost

Item 19) Refer to: ‘Cost Proposal #33’ dated 3/10/10; Contractor to perform painting of the bottom of the pan decking and sprayed-on insulation as directed by Architect.
   Requested by: Architect
   Reason: To provide desired finish
   $731.00 Cost

Item 20) Refer to: ‘Architect’s Supplemental Instruction No. 12-A1’ dated 2/5/10; Contractor to perform installation of stadium signs as directed by Architect.
   Requested by: Architect
   Reason: To provide stadium signage that is visible and fits space of new construction
   $1,200.00 Cost

Item 21) Refer to: Request for Information #131 dated 2/22/10, and ‘Cost Proposal #36’ dated 3/16/10; Contractor to perform installation of skate stops as directed by Architect.
   Requested by: Architect
   Reason: To provide desirable finish
   $1,524.00 Cost

Item 22) Refer to: Request for Information #112 dated 1/13/09, and ‘Cost Proposal #37’ dated 3/11/10; Contractor to perform installation of longer carrier bolts and sweep at partition wall track as directed by Architect.
   Requested by: Architect
   Reason: To provide clearance of top header on pocket door jambs
   $422.00 Cost

Item 23) Refer to: ‘Cost Proposal #38’ dated 3/12/10; Contractor to perform installation of Koster’s VAP 2000 vapor emission and PH control membrane as directed by Architect.
   Requested by: Contractor
   Reason: To provide adequate moisture protection
   $1,242.00 Cost

Item 24) Refer to: ‘Cost Proposal #40R1’ dated 3/25/10; Contractor to perform demobilization and remobilization as directed by Architect.
   Requested by: Contractor
   Reason: To provide adequate time to analyze onsite conditions
   $410.00 Cost
Item 25) Reconciliation of storm drain connection against the allowance amount of $5,000.00 provided in ‘Addendum Number Three’ dated 2/10/09. Change Order Number Two dated 2/5/10, Item #6; $3,874.00 Cost. See ‘CP #91007’ dated 2/3/10 in the amount of $4,842.00, resulting in:

$3,716.00 Cost

Item 26) Reconciliation of fire alarm system against the allowance amount of $20,000.00 provided in ‘Addendum Number Three’ dated 2/10/09; no proposal against this allowance item was received, resulting in:

($20,000.00) Credit

Item 27) Reconciliation of public address and scoring system against the allowance amount of $5,000.00 provided in ‘Addendum Number Three’ dated 2/10/09. Change Order Number Two dated 2/5/10, Item #8; $2,518.00 Cost. See ‘CP #91005R2’ dated 3/25/10 in the amount of $10,485.00, resulting in:

$10,485.00 Cost

Item 28) Reconciliation of landscaping against the allowance amount of $15,000.00 provided in ‘Addendum Number Three’ dated 2/10/09; see ‘CP #91006R2’ dated 3/22/10 in the amount of $1,921.00, resulting in:

($13,079.00) Credit

---

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

| The original (Contract Sum) (Guaranteed Maximum Price) was | $1,129,000.00 |
| Net change by previously authorized Change Orders | $25,565.63 |
| The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was | $1,154,565.63 |
| The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of Cost | $119,829.00 |
| The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be | $1,274,394.63 |

The Contract Time will be (increased) (decreased) (unchanged) by (0) days.
The Date of Substantial Completion as of the date of this Change Order therefore is Unchanged (12/2/09)

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.
P.O. Box 60202
Santa Barbara, CA 93160-0202

CONTRACTOR
Diani Building Corp.
295 North Blosser, P.O. Box 5757
Oxnard, CA 93456-5757

OWNER
Santa Barbara Community College District
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.

4 of 4
**AMENDMENT**

**to**

**INDEFINITE QUANTITY CONTRACT**

**SANTA BARBARA CITY COLLEGE**

**Indefinite Quantity Contract/Services**

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<th>Renewal Option</th>
<th>Work Order Number</th>
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**Work Description**

Provide: Bidding Support Services and Construction Administration Services

**Location**

Luria Conference and Press Center

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<tr>
<td></td>
<td>PO Box 60202, Santa Barbara, CA 93106-0202</td>
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<tr>
<td>Phone: 805-992-9477</td>
<td>E-mail: <a href="mailto:support@rjcinc.com">support@rjcinc.com</a></td>
</tr>
<tr>
<td>Fax: 805-992-9005</td>
<td>Cell: 805-685-7537</td>
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**Authorized Signature**

Robert J. Cole, Jr., President, RUC Inc.

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**Scope of work:**

RUC has provided additional consulting support on the Luria Conference and Press Center. Additional hours were required due to contractor delays in performance time (4 months total), additional scope and design modifications due to incorrectly installed work. The original construction administration contract was based on a contractor completion date of December 2, 2000, however actual substantial completion date was April 23, 2010. RUC has provided through-out this extended time, continuous support as needed to ensure project quality. Additionally, incorrect installation of structural steel members created a domino effect on subsequent trades requiring design adjustment of light weight metal framing, aluminum storefront, operable partition systems, drywall softening, gutural attachment, stainless steel facade installation, roll-up door support structure, and finish carpentry. RUC has provided additional site meetings, architectural instructions, change order review and negotiation, and coordination with DSA for revisions as has been necessary to move forward with the project and expedite the adjustments.

RUC is requesting contract adjustment based on actual time performed by RUC employees and engineering consultants only. Additional compensation for RUC Principal time is not being requested. (However, for the last four months, principal site visits have been performed on an almost daily basis along with attendance of the weekly meetings. Robert Cole's principal time has been over 84 hours in meetings and over 84 hours on during on site observation. This totals 148 hours at $135/hr for approx $20,000 in principal time that is not being requested but was performed). RUC has provided ongoing Construction Administration support including tracking RFIs (Request for Information) between contractor and A/E, timely response to construction questions, review of submittals and tracking of submittals to schedule, maintaining submittal Log, review of proposal cost items, negotiation of construction change order items, preparation estimates to verify proposal cost items, provided timely distribution of construction correspondence, review of pay requests, coordination with SBCC facility and facilities staff, assisted in scheduling, reviewed quality and compliance with contract documents, provided additional engineering coordination and tracking of change order processing still ongoing is also requested at this time for Project Complete phase. RUC shall review all close-out documents, final pay requests, generate and distribute remaining punch list items, correspond with A/E and contractor regarding open change order items for NSA approval, RUC shall distribute required forms for NSA close-out. RUC shall verify contractor completion of punch list items. Additional consultant costs for Mechanical Engineering, Electrical Engineering and Structural Engineering during the extended construction administration period are shown. (The additional structural costs are not being requested for compensation). Additionally RUC has provided additional design work in the complete design of the upper plaza design and fencing modifications, lower field guardrail improvements, concrete paving and Bar-B-G area as budget allowed the inclusion of this work during the bidding, (favorable time for bidding and the added scope was estimated to be under budget).
# AMENDMENT

**to**

**INDEFINITE QUANTITY CONTRACT**

## SANTA BARBARA CITY COLLEGE

### Indefinite Quantity Contract/Services

<table>
<thead>
<tr>
<th>RJC Project Number</th>
<th>Contracting Officer/Facilities &amp; Operations</th>
<th>Renewal Option</th>
<th>Work Order Number</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Steve Massetti</td>
<td>Original Contract</td>
<td></td>
<td>4/22/2010</td>
</tr>
</tbody>
</table>

### Work Description

**Location:** Luria Conference and Press Center

<table>
<thead>
<tr>
<th>Consultant Name</th>
<th>Date</th>
<th>Performance time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RJC Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PO Box 80202, Santa Barbara, CA 93105-0002</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 805-692-9477</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E-mail: <a href="mailto:rcoles@rjc-inc.com">rcoles@rjc-inc.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fax: 805-692-5005</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cell: 805-692-7537</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Authorized Signature

- **Date:**
- **Contracting Officer Signature:**
- **Date:**

### Scope of work continued:

RJC additional scope: RJC provided additional services in coordination of the building signage, PA system integration, additional meetings with IT, coordination with campus master planning of the fire monitoring in the installation of the Simplex system including additional site meetings with the electrical engineer and contractor as needed to integrate the system into the other adjoining structures. Similarly RJC provided support to the SBCoC foundation as needed to describe the facilities for fund raising events and provided art work as needed for special events. RJC is including in this work order the design and coordination of new score board tables that will tie architecturally with the new facility. There are three change order items along with Supplemental Addenda documents that have been necessary to submit through to DSA, based on field conditions and changes in scope to the project. The coordination and approval of these items through DSA is anticipated to take approximately 2 months, see the attached letter of remaining items provided by DSA for processing.

---

RJC shall verify contractor completion of punch list items. Additional consultant costs for Mechanical Engineering, Electrical Engineering and Structural Engineering during the extended construction administration period are shown. (The additional struct...
### AMENDMENT

#### INDEFINITE QUANTITY CONTRACT

**SANTA BARBARA CITY COLLEGE**

**Indefinite Quantity Contract/Services**

<table>
<thead>
<tr>
<th>RJC Project Number</th>
<th>Contracting Officer-Facilities &amp; Operations</th>
<th>Renewal Option</th>
<th>Work Order Number</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Steve Massetti</td>
<td>Original Contract</td>
<td>0</td>
<td>4/22/2010</td>
</tr>
</tbody>
</table>

**Work Description**

Provide: Bidding Support Services and Construction Administration Services

**Facility/Project Location**

Luria Conference and Press Center

### Proposed Hours per Indefinite Quantity Contract Base Rate Structure:

<table>
<thead>
<tr>
<th>Description</th>
<th>Base Contract Rate</th>
<th>Quantity of Time</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Administration (Additional time December - April 15, 2010) (actual hours)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Architect (Principal)</td>
<td>$133.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Reduced 25% (from $12,720 to $9540)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Architect</td>
<td>$106.00</td>
<td>120.00</td>
<td>$9,540.00</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$95.00</td>
<td>0.00</td>
<td>$0.00</td>
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<tr>
<td>Architectural Designer (1)</td>
<td>$75.00</td>
<td>375.00</td>
<td>$28,125.00</td>
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<tr>
<td>Architectural Designer (2)</td>
<td>$70.00</td>
<td>0.00</td>
<td>$0.00</td>
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<tr>
<td>Architectural Designer (3)</td>
<td>$65.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Estimator</td>
<td>$50.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Bookkeeper</td>
<td>$45.00</td>
<td>4.00</td>
<td>$180.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$27,582.00</strong></td>
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</table>

**Professional Hours Schedule:**

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<tr>
<th>Description</th>
<th>Base Contract Rate</th>
<th>Quantity of Time</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Time (Project Close-Out)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Senior Architect (Principal)</td>
<td>$135.00</td>
<td>4.00</td>
<td>$540.00</td>
</tr>
<tr>
<td>Senior Architect</td>
<td>$106.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$95.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Architectural Designer (1)</td>
<td>$72.00</td>
<td>60.00</td>
<td>$4,320.00</td>
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<tr>
<td>Architectural Designer (2)</td>
<td>$70.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Architectural Designer (3)</td>
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<td>0.00</td>
<td>$0.00</td>
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<tr>
<td>Estimator</td>
<td>$50.00</td>
<td>0.00</td>
<td>$0.00</td>
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<tr>
<td>Bookkeeper</td>
<td>$40.00</td>
<td>4.00</td>
<td>$160.00</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$5,280.00</strong></td>
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</tr>
</tbody>
</table>

**Professional Hours Subtotal:**

$27,582.00 + $5,280.00 = $32,862.00
## AMENDMENT

### to

### INDEFINITE QUANTITY CONTRACT

### SANTA BARBARA CITY COLLEGE

**Indefinite Quantity Contract/Services**

<table>
<thead>
<tr>
<th>RJC Project Number</th>
<th>Contracting Officer- Facilities &amp; Operations</th>
<th>Renewal Option</th>
<th>Work Order Number</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Steve Neasetti</td>
<td>Original Contract</td>
<td>0</td>
<td>4/22/2010</td>
</tr>
</tbody>
</table>

**Work Description:** Facility/Project Location

**Provide:** Bidding Support Services and Construction Administration Services

**Location:** Luria Conference and Press Center

### List of Miscellaneous Items:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Allowance- Printing, mailing, fax of documents, paper, binders, misc $60/month x 4 months additional</td>
<td>$200.00</td>
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<tr>
<td>Structural Engineering Consultant- (additional time for DSA Close-out per letter 5/20/2010)</td>
<td>$750.00</td>
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<tr>
<td>Mechanical Engineering Consultant- AIE Group (see attached invoice)</td>
<td>$1,200.00</td>
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<tr>
<td>Electrical Engineering Consultant-</td>
<td>$520.00</td>
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*Note: No billing for travel from office to site. (5 trips /week)*

### Miscellaneous Subtotal:

| $2,670.00 |

### Travel Expenses:

<table>
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<tr>
<th>Per Diem Amount</th>
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</thead>
<tbody>
<tr>
<td>Lodging Amount</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other Expense</td>
<td>$0.00</td>
</tr>
<tr>
<td>Mileage Amount</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Travel Amount Subtotal:

| $0.00 |

### Miscellaneous Total:

| $2,670.00 |
Copies Sent To: Steve Marsteller and Michelle Dungco

Bid Opening Attended By: Robert Morales, Mindy Johnson, Michelle Valencia, and James Dixon

| Item | Contractor | Base Bid | 1 # Bond | 2 # Bond | 3 # Bond | 4 # Bond | 5 # Bond | 6 # Bond | 7 # Bond | 8 # Bond | Adj # Bond | MBE/ WBE Signed | MBE/ WBE Statement | List of Contractor Licensing | WBE Statement | MBE Statement | MBE Statement | MBE Statement | MBE Statement | MBE Statement | MBE Statement | MBE Statement | MBE Statement | MBE Statement | MBE Statement | MBE Statement | MBE Statement |
|------|------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|------------|----------------|------------------|----------------------|-------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| 1    | X          | X        | X        | X        | X        | X        | X        | X        | X        | X        | N/A         | Conditioning   | $42,490.00      | Cool, Heat, & Air | N/A               | Smith Electric Service | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             |
| 2    | X          | X        | X        | X        | X        | X        | X        | X        | X        | X        | N/A         | Reed Electric  | $43,624.00      | N/A               | N/A               | Not Listed       | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             |
| 3    | X          | X        | X        | X        | X        | X        | X        | X        | X        | X        | N/A         | Service       | $34,000.00      | N/A               | N/A               | Not Listed       | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             | N/A             |

Date: Tuesday, June 29, 2010

Time: 3:00 p.m.

Project: ECC Portable Buildings #1, #2, #3, #5, #6 & #9 Replace Bone HVAC Units

Bid 655

Bid Tabulation

Santa Barbara Community College District
Copies Sent to: Joe Sullivan, Alex Forbes

Bid Opening Attended by: Julie Hendricks

Bid Opened by: Robert Morales

<table>
<thead>
<tr>
<th>Project</th>
<th>Contractor</th>
<th>Base Bid</th>
<th>#1 Bid</th>
<th>#2 Bid</th>
<th>Bid</th>
<th>Contractor</th>
<th>Sub Contractor</th>
<th>Bid</th>
<th>Bid</th>
<th>Bid Bid</th>
<th>WBE</th>
<th>MBE</th>
<th>Signed</th>
<th>Statement of Experience</th>
<th>Statement of Licensing</th>
<th>Statement of Bond</th>
<th>Addenda</th>
<th>Addenda</th>
<th>Addenda</th>
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</thead>
<tbody>
<tr>
<td>Project: Pershing Park Tennis Courts 1-8 Resurfacing</td>
<td>$45,800,000</td>
<td>$57,700,000</td>
<td>$29,840,000</td>
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</tr>
</tbody>
</table>

Time: 2:00 p.m., Date: Tuesday, June 29, 2010

Santa Barbara Community College District
Copies Sent To: Steve Masselli and Michele Dungaro

Gooder, Mohammad A, Martin, Francis, David J, Scott T, & Nicole Jones

Bid Opening Attended by: Robert Morales, Mindy Johnson, James Dixon, Michele Dungaro, Brian Roach, Ward

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Bond</th>
<th>Sub</th>
<th>Bid #</th>
<th>Statement</th>
<th>Experience</th>
<th>License</th>
<th>MBE</th>
<th>WBE</th>
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<tbody>
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<td>EFS Construction Inc</td>
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<tr>
<td>Spies Construction Co</td>
<td>$152,110.00</td>
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<td>Sloss Construction</td>
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<td>Tomar Construction Inc</td>
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<td>RW Smith Construction</td>
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<td>Construction Group Inc</td>
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<td>Diani Building Corp</td>
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<tr>
<td>Armstrong Associates</td>
<td>$174,941.00</td>
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</tbody>
</table>

Date: Tuesday, June 29, 2010
Time: 1:00 p.m.

Project: Student Services Building and Physical Science Building Trusses Replacement Project

BID #657

BID TABULATION

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

Re: INTERNAL BUDGET TRANSFERS - FISCAL YEAR 09-10

WHEREAS, the Santa Barbara City College District Board of Trustees on September 24, 2009, adopted a 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 Description</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund - Unrestricted</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admissions Outreach Services Meeting Expenses</td>
<td>11000</td>
<td>400000-Supplies and Materials</td>
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<td></td>
<td>11000</td>
<td>500000-Other Operating Expense</td>
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<td>$500.00</td>
</tr>
<tr>
<td>Certified Nurse Aid Instructional Supplies</td>
<td>11000</td>
<td>400000-Supplies and Materials</td>
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<td>$547.00</td>
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<td></td>
<td>11000</td>
<td>500000-Other Operating Expense</td>
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</tr>
<tr>
<td>Certified Nurse Aid Printing and Duplicating</td>
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<tr>
<td>Cosmetology Cleaning Supplies</td>
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<td>200000-Classified Salaries</td>
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<td>400000-Supplies and Materials</td>
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<td>Cosmetology Instructional Supplies</td>
<td>11000</td>
<td>200000-Classified Salaries</td>
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<td>$1,000.00</td>
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<tr>
<td></td>
<td>11000</td>
<td>400000-Supplies and Materials</td>
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<td>Cosmetology Laundry and Cleaning</td>
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<td>500000-Other Operating Expense</td>
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<td>Cosmetology Support Supplies</td>
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<td></td>
<td>11000</td>
<td>400000-Supplies and Materials</td>
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<tr>
<td>Description</td>
<td>Fund</td>
<td>Object</td>
<td>Increase</td>
<td>Decrease</td>
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<tr>
<td>---------------------------------</td>
<td>------</td>
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<td>-----------</td>
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<tr>
<td>Journalism Instructional Supplies</td>
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<td>400000-Supplies and Materials</td>
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<td>500000-Other Operating Expense</td>
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<td>On-Line College Other Contracts</td>
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<td>200000-Classified Salaries</td>
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<td>11000</td>
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<tr>
<td>Transfer Center Travel &amp; Conference</td>
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<td>400000-Supplies and Materials</td>
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<td></td>
<td>11000</td>
<td>500000-Other Operating Expense</td>
<td>$1,100.00</td>
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<tr>
<td>Construction Fund</td>
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<td>Tennis Court Resurfacing</td>
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<td>620000-Construction Contracting</td>
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<td>430000</td>
<td>790000-Contingencies</td>
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<td>$45,000.00</td>
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</tbody>
</table>

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

District this 15th of July 2010, 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

RE: Additional Revenue 2009-2010

Resolution No. 2 (2010-11)

WHEREAS, additional revenue not included in the 2009-2010 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</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Fund</td>
<td>Object</td>
<td>Amount</td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td>General Fund - Restricted</td>
<td></td>
<td></td>
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<tr>
<td>Green Build Training Partnership</td>
<td>12027 Other State Revenue</td>
<td>869000</td>
<td>$379,351</td>
</tr>
<tr>
<td></td>
<td></td>
<td>200000</td>
<td>$51,200</td>
</tr>
<tr>
<td></td>
<td></td>
<td>400000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>$379,351</td>
</tr>
<tr>
<td>Child Development Training</td>
<td>12048 Child Development Training</td>
<td>862048</td>
<td>$ (88)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WIA Youth Program One Time Project</td>
<td>12096 Local Income</td>
<td>889000</td>
<td>$1,350</td>
</tr>
<tr>
<td></td>
<td></td>
<td>200000</td>
<td>$505</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$1,350</td>
</tr>
<tr>
<td>Foster Parent Grant</td>
<td>12100 Child Development Training</td>
<td>862048</td>
<td>$559</td>
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<tr>
<td>Health Fees</td>
<td>12124 Health Fees</td>
<td>887600</td>
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<tr>
<td>RHORC</td>
<td>12212 RHORC</td>
<td>886560</td>
<td>$12,900</td>
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<td></td>
<td>300000</td>
<td>$1,339</td>
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<tr>
<td></td>
<td></td>
<td>500000</td>
<td>$4,036</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$12,900</td>
</tr>
</tbody>
</table>

Total New Money

$ 399,073
PASSED AND ADOPTED BY THE Board of Trustees of the Santa Barbara
Community College District on the 15th day of July 2010, by the following vote:

Ayes:

Noes:

Absent:

Concur:

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 with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2010-11.

RESOLUTION

BE IT RESOLVED that the Governing Board of

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

authorizes entering into local agreement number/s C3PP-0563 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>DR. ANDREEA M. SERBAN</td>
<td>SUPERINTENDENT/PRESIDENT</td>
<td></td>
</tr>
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</tbody>
</table>

PASSED AND ADOPTED THIS 15TH day of JULY 2010-11, by the Governing Board of SANTA BARBARA COMMUNITY COLLEGE DISTRICT of SANTA BARBARA County, California.

I, ________________________, Clerk of the Governing Board of _____________________________, of _____________________________, County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a _____________________________ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

_________________________ (Clerk's signature) ___________________________ (Date)
LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SANTA BARBARA COMMUNITY COLLEGE DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS and CONDITIONS (FT&C - available online at http://www.cde.ca.gov/fg/aa/cd/) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2010 through June 30, 2011. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed $34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of $210,683.00.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 6,128.0

Minimum Days of Operation (MDO) Requirement 185


<table>
<thead>
<tr>
<th>STATE OF CALIFORNIA</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>BY (AUTHORIZED SIGNATURE)</td>
<td>PRINTED NAME AND TITLE OF PERSON SIGNING</td>
</tr>
<tr>
<td>Margie Burke, Manager</td>
<td></td>
</tr>
<tr>
<td>TITLE</td>
<td>ADDRESS</td>
</tr>
<tr>
<td>Contracts, Purchasing &amp; Conf Svcs</td>
<td></td>
</tr>
<tr>
<td>AMOUNT ENCUMBERED BY THIS DOCUMENT $ 210,683</td>
<td></td>
</tr>
<tr>
<td>PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT $ 0</td>
<td></td>
</tr>
<tr>
<td>TOTAL AMOUNT ENCUMBERED TO DATE $ 210,683</td>
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</tr>
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<td>PROGRAMCATEGORY (CODE AND TITLE)</td>
<td>FUND TITLE</td>
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<tr>
<td>Child Development Programs</td>
<td>General</td>
</tr>
<tr>
<td>ITEM</td>
<td>CHAPTER</td>
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<td>30.10.020.001</td>
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<td>6110-196-0001</td>
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<td>OBJECT OF EXPENDITURE (CODE AND TITLE)</td>
<td>SACS: Res-6105 Rev-8590</td>
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<tr>
<td>702</td>
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<tr>
<td>T.B.A. NO.</td>
<td>B.R. NO.</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>SIGNATURE OF ACCOUNTING OFFICER</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Department of General Services use only

Item 6.2-c
Page 2 of 4
7/11/10
STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the 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.

2. 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.

3. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State 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.

4. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

5. Time is of the essence in this Agreement.

6. 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 the Agreement is binding on any of the parties.

7. 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.

8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the contract without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

Contractor Certification Clauses

The authorized signer of this Contract CERTIFIES UNDER PENALTY OF PERJURY that he/she are duly authorized to legally bind the Contractor to the clauses(s) listed below. This certification is made under the laws of the State of California.

1. NON-DISCRIMINATION CLAUSE: 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 sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 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. 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.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE CERTIFICATION:** By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 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 contract 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 contract.

Failure to comply with these requirements may result in suspension of payments under this agreement or termination of this agreement or both and Contractor may be ineligible for award of any future State agreements if the department 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. (*Government 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. (*Public Contract Code* 10296) (Not applicable to public entities.)

4. **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* Section 10286 and 10286.1; and is eligible to contract with the State of California.

5. **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 state 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. The contractor further declares under penalty of perjury that they adhere 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. The 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 contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

6. **DOMESTIC PARTNERS:** For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with *Public Contract Code* Section 10295.3.

7. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.
RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2009/10.

RESOLUTION

BE IT RESOLVED that the Governing Board of Santa Barbara Community College District

authorizes entering into local agreement number/s CIMS-9629 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME

ANDREI SERBAN

TITLE

SUPERINTENDENT

SIGNATURE


PASSED AND ADOPTED THIS ______ day of _____________ 2009/10, by the Governing Board of

of ________________ County, California.

I, __________________________, Clerk of the Governing Board of

______________________________, of ____________________, County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a __________________________ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

______________________________
(Clerk's signature)

______________________________
(Date)
LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR’S NAME: SANTA BARBARA COMMUNITY COLLEGE DISTRICT

By signing this agreement and returning it to the State, you are agreeing to use the funds identified below for the purchase of instructional materials and supplies for the Child Development Program. These funds shall not be used for any purpose considered nonreimbursable pursuant to the 2009/2010 Funding Terms and Conditions (FT&C) and Title 5, California Code of Regulations. The contractor’s signature also certifies compliance with “Standard Provisions for State Contracts” (Exhibit A), which are attached hereto and by this reference incorporated herein.

This contract is funded through a grant from the federal Department of Health and Human Services and subject to Code of Federal Regulations (CFR) 45, Parts 98 and 99, the Child Care and Development Block Grant Act of 1990, as amended, and Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act 9 (PRWORA) of 1996, 42 USC 9858. If the Catalogue of Federal Domestic Assistance (CFDA) number in 93566 (shown as FC# in the funding block), the fund title is Child Care Mandatory and Matching Funds of the Child Care and Development Fund. If the CFDA number in 93575, the fund title is Child Care and Development Block Grant subject to the Child Care and Development Block Grant Act of 1990, the Omnibus Budget Reconciliation Act of 1990, Section 5082, Public Law 101-508, as amended, Section 658J and 658S, and Public Law 102-586.

Funding of this contract is contingent upon appropriation and availability of funds. The period for which expenditures may be made with these funds shall be from July 01, 2009 through June 30, 2010. The total amount payable pursuant to this agreement shall not exceed $500.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services Division (CDFS) on Form CDSS-9529 with fiscal quarters ending September 30, December 31, March 31, and June 30. Quarterly reporting must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2009 through June 30, 2010 shall be included in their 2009/10 audit due by the 15th day of the fifth month following the end of the contractor’s fiscal year or earlier if specified by the CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract. Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA

CONTRACTOR

by (Authorized Signature)

Printed Name of Person Signing
Margie Burke, Manager

Printed Name and Title of Person Signing
Dr. Andreea M. Serban, Superintendent/President

Address
365 Loma Alta, Santa Barbara, CA 93109

Program/Category (Code and Title)
Child Development Programs

Fund Title
Federal

Program/Category (Code and Title)
Child Development Programs

Fund Title
Federal

Amount Encumbered by This Document $ 500

Prior Amount Encumbered for this Contract $ 0

Total Amount Encumbered to Date $ 500

I hereby certify upon my own personal knowledge that budgeted funds are available for the purpose and

Signature of Accounting Officer

Department of General Services

Use Only

Item 6.2.d
Page 2 of 6
7/19/10
STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the 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.

2. 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.

3. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State 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.

4. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

5. Time is of the essence in this Agreement.

6. 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 the Agreement is binding on any of the parties.

7. 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.

8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the contract without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

Contractor Certification Clauses

The authorized signer of this Contract CERTIFIES UNDER PENALTY OF PERJURY that he/she are duly authorized to legally bind the Contractor to the clauses(s) listed below. This certification is made under the laws of the State of California.

1. NON-DISCRIMINATION CLAUSE: 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 sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 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. 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.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. (Not applicable to public entities.)
1. **DRUG-FREE WORKPLACE CERTIFICATION:** By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 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 contract 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 contract.

Failure to comply with these requirements may result in suspension of payments under this agreement or termination of this agreement or both and Contractor may be ineligible for award of any future State agreements if the department 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. (Government Code 8350 et seq.)

2. **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. (Public Contract Code 10296) (Not applicable to public entities.)

3. **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 Section 10286 and 10286.1, and is eligible to contract with the State of California.

4. **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 state 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. The contractor further declares under penalty of perjury that they adhere 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. The 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 contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

5. **DOMESTIC PARTNERS:** For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code Section 10295.3.

6. **PAYEE DATA RECORD FORM STD 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.
FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, “New restrictions on Lobbying,” and 45 CFR Part 76, “Government-wide Debarment and Suspension (non-procurement) and Government-wide requirements for Drug-Free Workplace (Grants).” The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over $100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application 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;

(c) 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 (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The danger of drug abuse in the workplace;

(2) The grantee’s policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,
to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., Room 3124, GSA Regional Office Building No. 3, Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Kinko's Learning Center

365 Loma Alta Drive

Santa Barbara, CA 93109-2394

Check [ ] if there is a separate sheet attached listing all workplaces.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.810-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture; distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., Room 3124, GSA Regional Office Building No. 3, Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

<table>
<thead>
<tr>
<th>NAME OF APPLICANT (CONTRACT AGENCY)</th>
<th>CONTRACT #</th>
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<tbody>
<tr>
<td>Santa Barbara Community College District</td>
<td>CIMS-9629</td>
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<tr>
<th>PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</th>
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<tr>
<td>Dr. Andreea M. Serban, Superintendent/President</td>
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<tr>
<th>SIGNATURE</th>
<th>DATE</th>
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<tbody>
<tr>
<td>[Signature]</td>
<td>6-24-10</td>
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</table>
RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2009/10.

RESOLUTION

BE IT RESOLVED that the Governing Board of

Santa Barbara Community College District

authorizes entering into local agreement number/s Amendment 1 CSPP-9572 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME                        TITLE                      SIGNATURE
Dr. Andreea M. Serban      Superintendent/President

PASSED AND ADOPTED THIS 15th day of July 2009/10, by the
Governing Board of

Santa Barbara Community College District

of Santa Barbara County, California.

I, ________________________, Clerk of the Governing Board of

________________________, of ________________________, County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a ______________________ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.
Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
FT&C Change Only

CONTRACTOR'S NAME: SANTA BARBARA COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2009 designated as number CSPP-9572, shall be amended in the following particulars but no others:

The 2009/10 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2009/10 amended FT&C Language (Attachment A) which by this reference is incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be $212,930.00. (No change)

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be $34.38. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 6,193.4. (No change)

Minimum Days of Operation (MDO) Requirement shall be 183. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.
CHILD CARE AND DEVELOPMENT
2009/2010 LANGUAGE CHANGES TO
THE FUNDING TERMS AND CONDITIONS (FT&C)

These changes apply to the FT&C for the following contract type: CSPP

Note: The page numbers cited may be a few pages off.

Amend Section II.I., ELIGIBILITY AND NEED CRITERIA AND DOCUMENTATION, Calculation of Income as follows (p.50):

1. Calculation of Income

3. Exceptions to Calculation for Military Personnel:

For programs located on or in close proximity to a military base or base housing, for purposes of determining eligibility and income ranking for families whose child is eligible for part-day/part-year services, when an individual counted in the family size is on federal active duty, state active duty, active duty for special work, or Active Guard and Reserve duty in the military, and the families reside on a military base or in military housing, the contractor, with prior written approval from the SSPI or his designee, may exclude the amount of the basic allowance for housing provided to the individual pursuant to 37 USC 403.

Amend Section IV.A., ADMISSION POLICIES AND PROCEDURES, General Admission Procedures as follows (p.62):

IV. ADMISSION POLICIES AND PROCEDURES

A. General Admission Procedures

Contractors shall develop written admission policies and procedures that shall be made available to the public. The admission procedures established shall conform to requirements in the California Code of Regulations, Title 22, Section 101218.

At least fifty percent (50%) of the children enrolled at a program site shall be four-year-old children. Any exceptions to this requirement shall require prior written approval from the CDD.

November 2009
Add Section IV.C., ADMISSION POLICIES AND PROCEDURES, Head Start Collaborative Full-Day Programs as follows (p.63):

C. Head Start Collaborative Full-Day Programs

When collaborative full-day services are provided with CSPP funding and when the CSPP contractor is also a Head Start grantee or delegate agency or has a signed collaboration agreement with a Head Start grantee or delegate agency, the contractor shall:

1. Search the county centralized eligibility list (CEL) for eligible children whose family income is at or below the Head Start income guidelines, who need full-day services, and, if the information is included in the CEL, the Head Start enrollment priorities;

2. Give first priority for services to eligible children based on I.B.1 above

3. Give second priority for services to children drawn from the CEL search and any other eligible children from families with incomes not to exceed the exceptions specified in Title 5, California Code of Regulations, Section 18133, who meet Head Start enrollment priorities, as these children shall be deemed as meeting the priorities specified in I.B.2 and I.B.3 above.

Amend Section IV.B., FEE SCHEDULE, Exclusions from Fee Assessment as follows (p.64):

B. Exclusions from Fee Assessment

No fees shall be collected from families:

1. With an income level that, in relation to family size is less than the first entry level in the fee schedule.

2. In which any individual counted in the family size is receiving CalWORKs cash aid; or

3. Whose child is receiving part-day/part-year services.

Families receiving services because the child is at risk of abuse, neglect, or exploitation, may be exempt from paying fees for up to three (3) months if the referral prepared by a legally qualified professional from a legal, medical, or social services agency, or emergency shelter specifies that is necessary to exempt the family from paying a fee.

Families receiving services because the child is receiving protective services may be exempt from paying fees for up to twelve (12) months if the referral prepared by the county welfare department, child welfare services worker specifies that it is necessary to exempt the family from paying a fee.

November 2009
The cumulative period of time of fee exemption for families receiving services because the child is at risk of abuse, neglect, or exploitation or for families receiving child care services because the child is receiving protective services shall not exceed twelve (12) months.
RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2009/10.

RESOLUTION

BE IT RESOLVED that the Governing Board of

Santa Barbara Community College District

authorizes entering into local agreement number/s Amendment 2, CSPP-9572 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. Andreea M. Serban</td>
<td>Superintendent/President</td>
<td></td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED THIS 15th day of July 2009/10, by the Governing Board of

Santa Barbara Community College District

of Santa Barbara County, California.

I, __________________________, Clerk of the Governing Board of __________________________, of __________________________, County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a __________________________ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk’s signature) (Date)
Amendment 02

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
MDO Change

CONTRACTOR'S NAME: SANTA BARBARA COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2009 designated as number CSPP-9572, Amendment #01 (FT&C Change Only) shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be $212,930.00. (No change)

The Maximum Rate per child day of enrollment payable pursuant to the provisions of this agreement shall be $34.38. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 6,193.0. (No change)

Minimum Days of Operation (MDO) Requirement shall be amended by deleting reference to 183 and inserting 175 in place thereof.

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

STATE OF CALIFORNIA

BY (AUTHORIZED SIGNATURE)

PRINTED NAME OF PERSON SIGNING
Margie Burke, Manager

TITLE
Contracts, Purchasing & Conf Svcs

CONTRACTOR

BY (AUTHORIZED SIGNATURE)

PRINTED NAME AND TITLE OF PERSON SIGNING
Dr. Andreea M. Serban, Superintendent/President

ADDRESS
365 Loma Alta, Santa Barbara, CA 93109

AMOUNT ENCUMBERED BY THIS DOCUMENT
$ 0

PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT
$ 212,930

TOTAL AMOUNT ENCUMBERED TO DATE
$ 212,930

PROGRAM/CATEGORY (CODE AND TITLE)
Child Development Programs

FUND TITLE
General

OPTIONAL USE

ITEM 30.10.020.001
CHAPTER 1
STATUTE 2009
FISCAL YEAR 2009-2010

OBJECT OF EXPENDITURE (CODE AND TITLE)
702 SACS: Res-6105 Rev-8590

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

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

DATE

Page 2 of 2
7/15/10
LEASE AGREEMENT

This lease is made on the 1st day of September 2010 between the Santa Barbara Community College District (hereinafter referred to as the "Lessor"), and the Lou Grant Parent-Child Workshop, a California Nonprofit Public Benefit Corporation, (hereinafter called the "Lessee").

RECITAL

Lessor owns approximately 2/3 of an acre located in the vicinity of Carpinteria, California, at the address commonly referred to as 5400 Sixth Street.

Located on the property of Lessor is a classroom and covered deck in which the Lessee operates a Day Care Center licensed by the Department of Social Services, State of California through which it provides a Parent Cooperative Early Childhood Program and an extended day program.

NOW, THEREFORE, the parties agree as follows:

1. Lessor does lease and demise to the Lessee all of the property situated at 5400 Sixth Street, Carpinteria, County of Santa Barbara, State of California, more particularly described on Exhibit A attached.

2. The term of the lease shall be five (5) years beginning September 1, 2010, and ending August 31, 2015, with an option to extend the lease for an additional five (5) years on the terms and conditions set forth herein.

3. The total rent for the property shall be in the amount of Two Hundred Fifty Dollars ($250) per month payable in advance commencing September 1, 2010, and continuing for a period of two (2) years, at which time the rent may be readjusted, if appropriate, by the Lessor; thereafter, the rent may be readjusted by the Lessor every two years during the term of this lease or any extension thereof.

4. Prior to any readjustment of the rent, the Lessor shall discuss with the Lessee the facts and circumstances relative to any increase or decrease in the rent, and Lessee's comments and involvement in the process will be encouraged; however, the determination of the amount of any rent adjustment shall be at the sole discretion of the Lessor, and its decision is final.

5. The option to extend the lease for an additional five (5) years shall be exercised no later than March 1, 2015. Notice of exercising the option shall be in writing. Lessor may, at its sole election, refuse to permit the exercise of the option if, in the opinion of the Board of Trustees of Lessor, the Day Care Center with the Parent Cooperative Early Childhood Program being operated on the property are no longer viable. Lessor shall provide notice in writing no later than March 31, 2015, of whether or not the option will be permitted to be exercised.
6. Lessee shall use the property for the purposes and only for the purposes of a Day Care Center with the Parent Cooperative Early Childhood Program and an extended day program. If at any time during the term of the lease, or the extension of the lease pursuant to the option, the Board of Trustees of the Lessor determines that the Lessee is no longer conducting the aforesaid programs on the property, Lessor shall give written notice to Lessee and shall, in such written notice, give Lessee six (6) months in which to vacate the property. Upon given such notice, Lessee shall comply therewith.

7. Upon the expiration of the term of this lease, the Lessee’s right to use the property shall terminate. Lessee shall have no right, title or interest in the classroom building and the covered deck; and the right, title or interest in and to the existing improvements or any other improvements built upon the property by Lessee shall revert to and belong solely to the Lessor.

8. Lessee shall maintain liability insurance in the amount of $1,000,000 per occurrence and fire insurance equal to the building replacement value with a Best Rating A+ or better insurance carrier. Lessor shall be named as additionally insured on any and all liability and fire insurance policies and shall provide the Lessor with a certificate of coverage. All premiums for such policies shall be at the sole expense of Lessee. (Note: The appraised value of the property was $454,209 in May 2004.)

9. Lessee shall be responsible for any and all utilities or other services provided to the property.

10. Lessee shall not let or sublet the whole or any part of the premises, nor sell or assign this lease, either voluntarily or by operation of law, nor allow said property to be occupied by anyone contrary to the terms of this lease, without the written consent of the Lessor.

11. Should the rent be not paid when due or should the Lessee default in any of the covenants or conditions contained herein, the Lessor, or its representative or agent, may re-enter said premises and remove all persons therefrom.

12. The Lessee shall occupy the premises and shall keep the same in good condition, including all the improvements now on the property or thereafter built or put on the property, usual wear and tear and damage by the elements excepted, and the Lessee shall not make any alterations to the improvements on the property without the written consent of the Lessor and shall not commit or suffer to be committed any waste upon said premises.

13. That said premises shall not be used by Lessee, nor anyone else, during the term thereof or any extension thereof, for the sale of any intoxicating liquors, nor for any illegal purposes, and such possession of said premises by the Lessee or its successors or assigns shall not be construed as conveying any title thereto or ownership thereof.

14. That all governmental laws and ordinances shall be complied with by the Lessee.

15. Lessee shall indemnify and hold Lessor harmless from and against any and all loss, claim, demand or liability arising out of the use by Lessee of the property described herein.
16. That should the Lessor be compelled to commence or sustain an action at law to collect said rent or parts thereof or to dispossess the Lessee or to recover possession of said premises, the Lessee shall pay all costs in connection therewith including a reasonable fee for the attorney of the Lessor.

17. That the waiver by the Lessor of any covenant or condition herein contained shall not vitiate the same or any other covenant or condition contained herein, and that the terms and conditions contained herein shall apply to and bind the heirs, successors and assigns of the respective parties hereto.

18. That at the expiration of the term of this Lease or the sooner termination of this Lease to the terms and conditions hereof, the Lessee shall peacefully quit and surrender possession of the premises in as good condition as reasonable use and wear thereof will permit.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease as of the day and year hereinabove written.

LESSOR: Santa Barbara Community College District

By ________________________________
Vice President, Business Services

LESSEE: The Lou Grant Parent-Child Workshop

By ________________________________
Stephanie Stone, President

ba
[Contracts: PC-Wkshp-Agm]
EXHIBIT A

Pursuant to the provisions of Chapter 70, Statutes of 1986, the STATE OF CALIFORNIA, through its duly appointed and qualified Director of General Services, hereby quitclaims to the Santa Barbara Community College District, all its rights, title and interest in and to the following described real property in the County of Santa Barbara, State of California:

All those portions of Blocks 2, 3, "B" and "C" and those portions of 6th Street, Oak Avenue, and Olive Avenue, situated in the City (formerly Town) of Carpinteria, County of Santa Barbara, State of California, according to the map thereof, filed in Rack No. 2, as Map No. 4 of Miscellaneous Records, in the office of the County Recorder of said county, described as a whole as follows:

BEGINNING at a point in the center line of Olive Avenue, which point is marked by a pipe set in concrete and which is South 45° West, 146.85 feet from the intersection of the center lines of Olive Avenue and 6th Street as said streets are shown on the map above referred to:
thence South 45° East, along the Northeasterly line of that tract of land described in the deed to Henry Bernien Fish, recorded in Book 177 at Page 135 of Deeds, 407.8 feet to the Easterly corner thereof;
thence South 51°23' West, 81.2 feet to the approximate center of Carpinteria Creek;
thence South 86°22' East, along the approximate center line of said creek, 446 feet;
thence North 31°31' West, 366.32 feet to a point in the center line of Oak Avenue as shown on said map;
thence South 45° West, along said center line, 13.1 feet;
thence North 45° West, 194 feet;
thence North 45° East, 50 feet;
thence North 45° West, 194 feet to a point in the center line of Olive Avenue as shown on said map;
thence South 45° West, along said center line, 334.35 feet to the point of beginning.

EXCEPTING THEREFROM all that portion thereof lying southwesterly of the northerly side line of the above mentioned 6th Street and its southeasterly prolongation and lying Northwesterly of the above mentioned center line of Oak Avenue.

EXCEPTING AND RESERVING to the State of California all mineral deposits as defined in Section 6407 of the Public Resources Code below a depth of 500 feet, without surface rights of entry.

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