BP 2365 RECORDING

Reference(s): Government Code Sections 54953.5, 54953.6; Education Code 72121(a)

If the Board causes any audio or video recording for whatever purpose of an open and public meeting, the recording shall be subject to inspection by members of the public in accordance with the California Public Records Act, Government Code Section 6250, et seq. The Superintendent/President is directed to enact administrative procedures to ensure that any such recordings are maintained for at least thirty calendar days following the taping or recording.

Further, the Superintendent/President is directed to enact administrative procedures to allow access by the public to such recordings of regular meetings of the Board by placing the recording on the District’s website for a period of thirty calendar days after the regular or special meeting of the Board.

Persons attending an open and public meeting of the Board may, at their own expense, record the proceedings with an audio or video tape recording or a still or motion picture camera or may broadcast the proceedings. However, if the Board finds by a majority vote that the recording or broadcast cannot continue without noise, illumination, or obstruction of view that constitutes or would constitute a persistent disruption of the proceedings, any such person shall be directed by the President of the Board to stop.
BP 4022  SABBATICAL LEAVES

Purpose of Sabbatical Leave Program

Sabbatical leaves are granted by the Board of Trustees in order to ensure that the College will maintain the quality of faculty and educational programs available to students. Every sabbatical activity should have as its basic element programs that will improve the instructional, counseling, or other educational activity of the College. The sabbatical is an important means by which the vital faculty member increases his/her knowledge and keeps abreast of developments in his/her field. The sabbatical leave is a valuable academic tradition because it enhances instructional expertise and professional development and because it serves to revitalize College programs.

Formerly BP 2022.11

Revised by the Academic Senate, May 12, 2010
Reviewed by Instructors’ Association, May 24, 2010

*Adopted by the Board of Trustees, October 28, 1982
Revised policy approved by Board of Trustees, June 30, 1993,
I.A. Contract, 1999; approved Board of Trustees, February 25, 1999
BP 4030  ACADEMIC FREEDOM

Reference: 1940 AAUP Statement of Principles on Academic Freedom and Tenure; Title 5 Section 51023

Academic freedom is essential in institutions of higher education if they are to make their proper contribution to the common good. The common good depends upon the free search for truth and its free exposition. It is that which justifies academic freedom, not the interest of the individual faculty member or even the interest of a particular college or university.

Academic freedom is the freedom to engage in research, scholarship, or other creative work in order to expand knowledge, to publish research findings, to teach and to learn in an atmosphere of unfettered free inquiry and exposition.

Freedom of expression is a legal right protected by the Constitution of the United States. Members of the faculty of Santa Barbara City College are entitled to freedom of expression, provided such expression does not impede or prevent responsible performance of job requirements or interfere with the mission and goals of Santa Barbara City College (SBCC).

SBCC faculty members are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties.

SBCC faculty members are entitled to freedom in the classroom and/or other teaching environments in discussing their subject matter. Controversy is a normal aspect of free academic inquiry and teaching, and it is proper to incorporate both the knowledge and the beliefs of the faculty member into that which is taught; however, the freedom to teach must be joined by a constant effort to distinguish between knowledge and belief. Faculty members should allow the expression of differing points of view, while being careful to avoid the repeated and excessive intrusion of material that has no relation to their subject matter. SBCC faculty members have the individual right and responsibility to select textbooks and other course materials, consistent with the approved Course Outline of Record, and as appropriate, in consultation with their department, program, or disciplinary colleagues, for each of the classes they teach.

SBCC faculty members are both citizens and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline. However, they should make every effort to indicate that they are not speaking for the institution. When they speak or write as officers of an educational institution, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, and should show respect for the opinions of others.

Freedom of expression and academic freedom should be limited to no greater degree in electronic format than in printed or oral communication, unless and to the degree that unique conditions of new media warrant different treatment. While expression in cyberspace is obviously different in important ways from print or oral expression—for example, in the far greater speed of communication, and in the capacity to convey messages to far wider audiences—such factors do not appear to justify alteration or dilution of basic principles of academic freedom and free inquiry within the academic community.
Formerly BP 2520


ADOPTED: SBCC Academic Senate, 9/10/03
Board Approved, 5/28/2005
Revised by Academic Senate, 7/14/2010
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McGoey, Peter
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Tavakkoly, Aundrea
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Tudman, Kari
Turner Howe, Vicky
Ullemeyer, Michael
Unruh, Elise
Unzueta, Manuel
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Utt, Rodney
Van Dam, Margot Nicole
Vanhecke, Vincent
Vidal-Ayres, Rosalvina
Carmen
Vigne, Camilla
Vilander, Barbara
Vlcek-Scamahorn, Eileen
Von Alvensleben, Michael
Von Bernuth, Debra
Vopelak, Eileen
Wade, Evelyn
Wahlberg, Danya Dee
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Williams, Donna
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Wise, Ashley Morrison
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Wollenberg, Jean
Wong, Vince
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Woodson, Bonnie
Wotruba, Patricia
Wright, Marsha
Yamahata, Scott
Ybarra, Anthony
Yokubaitis, Dan
Zaharias, Tony
Zakarian, Armen

Assistant Coaches:

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Aspegren, Justin
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Berezovsky, Victor
Collins, Jonathan
Collins, Kathryn
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Lachapelle, Daniel
Moharram, Randy
Rocha, Jorge
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BERRIS, Lila
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BOLTON, Blanca
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<td>Ph.D. student in Biochemistry, UCSB (2007-present). Has advanced to candidacy for degree in Chemistry.</td>
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<td><strong>2003-2005:</strong> Teacher, Earth Science, Biology, Chemistry, Astronomy and Pre-Algebra, Santa Barbara Christian School</td>
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<td><strong>2003-2004:</strong> Teaching Assistant, Sociology and Education departments, UCSB</td>
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<td>B.A., English Literature, San Diego State University (1970)</td>
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<td>2006-2010: Dean, Educational Programs, Santa Barbara City College (SBCC)</td>
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<td>2001-2005: Director, School of Media Arts, SBCC</td>
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<td>1999-2000: Dean (interim) of Educational Technology, SBCC</td>
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Item 3.1-c
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8/26/10
1997-2007: Director of South Coast Multimedia Education Center, SBCC
1988-1997: Vice President, Intellimation (co-founded) publisher of multimedia educational courseware.
1976-1994: Associate professor, English, SBCC

WHEELER, Randall Management

EDUCATION:
B.S., Accounting & Business Administration, Portland State University (1987)

CERTIFICATIONS:
Certified Management Accountant (CMA) (2003), 30 hours of continuing education per year required to maintain certification.

EXPERIENCE:
2002-Present: President, Pathfinder Metrics, a business consulting firm
1999-2002: Western Region Controller, NationsRent
1995-1998: Western Region Controller, Rust Remedial Services
1992-1995: Western Region Controller, Rust Remedial Services
Continuing Education
Minimum Qualification Equivalency

DRAGHI, Patricia

EDUCATION:
Cornell University
Ithaca, New York
BA in Art History
1979

UCSB Extension
Santa Barbara, CA
TESOL Certificate
August 2007

EXPERIENCE:
ESL Instructor
Kaplan/Aspect
Santa Barbara, CA
2007-08 School Year

Art Instructor
Children’s Creative Project
Santa Barbara, CA
1988-89 School Year

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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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# 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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PROPOSED NEW CONTINUING EDUCATION COURSES AND/OR COURSE MODIFICATIONS,
CONTINUING EDUCATION DIVISON – FALL 2010

PHYSICAL EDUCATION

New Courses:
- Gentle Yoga for Seniors, O
- Yoga for Active Seniors, O

Approved by COC: August 3, 2010

<table>
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<td>D</td>
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<td>E</td>
<td>Persons with Substantial Disabilities</td>
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<td>F</td>
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<td>G</td>
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<td>H</td>
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<tr>
<td>I</td>
<td>Short-Term Vocational Programs with High Employment Potential</td>
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<td>J</td>
<td>Workforce Preparation</td>
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HEALTH AND SAFETY EDUCATION

New Course:
Health and Wellness for Older Adults: Active Body, Active Mind, D

Pending Approval by CAC: August 20, 2010

KEY TO FUNDING CODES

Courses coded with letters A through J are supported by state monies as follows:

A  English as a Second Language (ESL)
B  Citizenship for Immigrants
C  Elementary and Secondary Basic Skills
D  Health and Safety Education
E  Persons with Substantial Disabilities
F  Parenting
G  Family and Consumer Science (Home Economics)
H  Older Adults
I  Short-Term Vocational Programs with High Employment Potential
J  Workforce Preparation
0  Not eligible for state apportionment funding
SBCC CONTINUING EDUCATION DIVISON
Calendar 2010-2011

FALL 2010 TERM
(10 weeks: Sept. 13 – Nov. 20*)
Sept. 13 Mon Fall Term begins
Nov. 11 Wed Veteran's Day Holiday
Nov. 20 Sat Fall Term ends*
Nov. 25-27 Thu-Sat Thanksgiving Holidays
Nov. 24-Jan. 17 Mon-Mon No classes*; Winter break
Dec. 24-Dec. 31 Fri-Sat Winter Holidays; SBCC offices closed

*AHS/GED/ESL & Other certificate/diploma program schedules may vary

WINTER 2011 TERM
(10 weeks: Jan. 10 – March 20*)
Jan. 10 Mon Winter Term begins
Jan. 17 Tue M.L. King, Jr. Holiday
Feb. 18 Fri Lincoln's Day Holiday
Feb. 19 Sat President's Day Holiday Weekend
Feb. 21 Mon Washington's Day Holiday
Mar. 19 Sat Winter Term ends*
Mar. 21-Apr. 2 Mon-Sat Spring Break; no classes

*AHS/GED/ESL & Other certificate/diploma program schedules may vary

SPRING 2011 TERM
(10 weeks: April 11 – June 19*)
Apr. 4 Mon Spring Term begins
May 30 Mon Memorial Day Holiday
June 11 Sat Spring term ends*

*AHS/GED/ESL & Other certificate/diploma program schedules may vary
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<td>Mini-DV Cassettes</td>
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<td>Lab Safety Supply</td>
<td>Mat, Thermometers</td>
<td>$488.12</td>
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<td>Hely And Weber Orthopedic and Sports</td>
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<td>$3,500.00</td>
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<td>$788.97</td>
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<td>Gausman and Moore Associates Inc</td>
<td>Theatre Elec Review &amp; Drawings</td>
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Lease Agreement Between  
Kinko’s Early Learning Center  
And  
Santa Barbara County Education Office

This agreement, made and entered into this 2nd day of August, 2010, by and between the Santa Barbara County Education Office (SBCEO), located at 4400 Cathedral Oaks Road, Santa Barbara, California 93160-6307, and Kinko’s Early Learning Center, located at 365 Alta Loma Drive, Santa Barbara, California 93109, shall be for the period beginning August 19, 2010 through June 1, 2011.

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

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

It is agreed between the parties as follows:

1. Term of Lease  
The term of this lease is for the period of August 19, 2010 through June 1, 2011 and may be renewed annually thereafter as agreed to by both parties. At any time during the lease, either party with due cause may terminate with a written notification at least forty-five (45) days prior to termination.

2. Lease Payment  
The lease payment is as follows: payment of $520 for August 19, 2010 through June 1, 2011. This includes joint usage of the premises for 3 hours per morning, 4 days per week, the cost of utilities, property maintenance, and property insurance. SBCEO will submit the lease payment on a monthly basis.

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

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

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

---

**Lessee:**
Santa Barbara County Education Office

By: ____________________________
Florene Bednesh, Ph.D.
Assistant Superintendent,
Special Education

Date: ____________________________

---

**Lessor:**
Kinko’s Early Learning Center

By: ____________________________
Joseph E. Sullivan
Vice President, Business Services
Santa Barbara City College

Date: ____________________________
Santa Barbara City College  
Instructional Service Agreement  
With  
City of Santa Barbara Fire Department

This agreement is made and entered into this ___________ day of _______ 2010 by and between City of Santa Barbara Fire Department and SANTA BARBARA CITY COLLEGE (hereinafter “College”).

The Agreement is constructed according to the California Community Colleges Chancellor’s Office Contract Guide for Instructional Service Agreements.

Community Colleges may claim FTES and consequently, State funding for classes given through Instructional Service Agreements/contracts provided Education Code and Title 5 requirements are met. The regulations are contained in Title 5 of the California Code of Regulations, Sections 51006, 53410, 55002, 55005, 55230-232, 55805.5, 58051(c) – (g), 58051.5, 58055, 58056, 58058(b), 58100-58105 and Education Code Section 78015. The following checklist should be used as a guide in the preparation of agreements or contracts:

1. ___ The governing board of a community college district, prior to establishing a vocational or occupational training program, shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program.  
   Education Code Section 78015.

Courses offered for College credit pursuant to this Agreement will be housed in the Fire Technology department and will have been approved as stand alone courses by (a) the College Curriculum Advisory Committee and (b) the College Board of Trustees prior to enrollment of students.

2. ___ The college or district has a written agreement or contract with the contractor stating the responsibilities of each party and that the college or district is responsible for the educational program conducted on site.

Responsibilities of Santa Barbara City College:

1. Conduct, in cooperation with City of Santa Barbara Fire Department approved Fire Technology stand alone training short courses under the College’s Credit Division.

2. Ensure compliance with Title 5 of the California Education Code requirements to ensure these courses are completely eligible for State apportionment. All courses will be open to the public.

3. Provide a coordinator, register students, approve faculty and perform other appropriate support services to adequately manage and control the course offerings.

4. Evaluate the quality of instruction to ensure it meets the needs of the students.

5. Give appropriate units of credit for success for successful completion of each course.

6. Accept, recognize and adhere to established College policies and procedures concerning academic performance and discipline.
Responsibilities of City of Santa Barbara Fire Department:

(1) Furnish facilities and instructional services at appropriate training venues for the conduct of Fire Technology training classes offered pursuant to this Agreement.

(2) Recommend qualified instructors to the College.

(3) Provide equipment, materials, day-to-day management support, and all related overhead necessary for the conduct of Fire Technology training classes offered pursuant to this Agreement.

(4) Cooperate with the College to ensure that all instructional personnel, equipment, and materials used in these training courses conform to all requirements governing instructional programs for City of Santa Barbara Fire Department personnel.

Payment to City of Santa Barbara Fire Department:

A. The College shall reimburse City of Santa Barbara Fire Department for instructional services provided at the then-current amount of State revenue per Full-Time Equivalent Students ("FTES") equal to 25% of all FTES generated by these courses minus the State-determined per-unit course enrollment fee.

B. The College shall pay City of Santa Barbara Fire Department for services under this program, on appropriate statements at the end of each semester upon submission of grades for registered students.

C. FTES Unit Formula:

(1) Total Class Enrollment x Total Class Hours / 525 = Number of FTES (525 Hours of Instruction equals 1 FTES)

(2) # FTES x State’s determined FTES value x 25% = City of Santa Barbara Fire Department share of Revenue minus student enrollment fees.

D. Students shall be charged by City of Santa Barbara Fire Department directly for the cost of textbooks and materials that students retain in their possession.

3. The agreement/contract contains procedures, terms and conditions relating to (1) enrollment period; (2) student enrollment fees; (3) the number of class hours sufficient to meet the stated performance objectives; (4) supervision and evaluation of students; (5) withdrawal of students prior to completion of a course or program.

(1) Courses offered pursuant to this Agreement must have been approved by the College Curriculum Advisory Committee and Board of Trustees prior to student enrollment.

(2) Student enrollment fees charged to City of Santa Barbara Fire Department shall be determined by the State and relevant to the semester in which students are enrolled.

(3) City of Santa Barbara Fire Department will conduct training courses with hours sufficient to meet the stated performance objectives, and unit value, on the approved course outlines.

(4) Approved instructors will supervise and evaluate students as well as maintain attendance and grade records. The College will ensure that instruction meets the needs of the students.

(5) City of Santa Barbara Fire Department will inform the College of the withdrawal of any student prior to completion of the course.
4. Agreement/contract contains terms and conditions relating to cancellation and termination of the arrangement.

A. If any provision of this Agreement is or becomes contrary to State law or regulations of other agencies or decision of courts of competent jurisdictions, the College and City of Santa Barbara Fire Department agree to renegotiate the effected portion without affecting the balance or intent of this Agreement.

B. This Agreement may be terminated by either party with written sixty (60) days notice. Such notice of termination shall not affect students currently enrolled in the program.

5. Instruction to be claimed for apportionment under the agreement/contract, is under the immediate supervision and control of an employee of the district (Title 5, Section 58058) who has met the minimum qualifications (or their Board approved equivalency) for instruction in vocational subject in a California community college.

See section six (6) below.

6. Where the instructor is not a paid employee of the district, the college or district has a written agreement or contract with each instructor conducting instruction for which FTES are to be reported and stating that the college or district has the primary right to control and direct the instructional activities of the instructor. NOTE: The college or district must demonstrate control and direction through such actions as providing the instructor an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus.

Instructors recommended to the College by City of Santa Barbara Fire Department must meet the Minimum Qualifications, or the Equivalent, of the Fire Technology and have been approved by the SBCC Board of Trustees prior to the enrollment of students. In addition, each instructor approved pursuant to this Agreement must sign the Instructor Agreement Form attached hereto certifying that the College has the primary right to control and direct the instructional activities of the instructors.

7. The college or district lists minimum qualifications for instructors teaching these courses and that the qualifications are consistent with requirements in other similar courses given at the college or district.

Instructor Minimum Qualifications for Fire Technology courses are as follows: Bachelor's degree in the field with a minimum of two years related experience; or, Associate of Arts degree in the field with a minimum of six years related experience; or the Equivalent.

8. The course must be held at facilities which are clearly identified as being open to the general public (Title 5, Section 58051.5). Enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites or limitation on enrollment (Title 5, Sections 51006 and 58106). The district policy on open enrollment must be published in the college catalog, schedule of classes and any addenda to the schedule of classes, (Title 5, Section 51006), along with a description of the course and information about whether the course if offered for credit and is transferrable (Title 5, Section 55005).

All Fire Technology stand alone training courses offered pursuant to this Agreement carry the Limitation on Enrollment that the student must possess a Firefighter I Certificate. If this Limitation is met, the courses are open to any student.

9. Degree and certificate programs must have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or the college must have received delegated authority to separately approve those courses locally.

This section is not applicable as courses offered pursuant to this Agreement are stand alone training courses.
10. The courses of instruction are specified in the agreement, the outlines of record for such courses are approved by the college’s curriculum committee as meeting Title 5 course standards, and the courses have been approved by the district board of trustees.

All courses offered pursuant to this Agreement will be housed in the Fire Technology have been approved by the College Curriculum Advisory Committee and the College Board of Trustees.

11. ___Procedures used by the college to assure that faculty teaching different sections of the same course, teach in a manner consistent with the approved outline of record for that course are applied to courses and faculty covered under the agreement and students are held to a comparable level of rigor.

Both parties will ensure that all instructors teaching courses pursuant to this Agreement will adhere to the approved outline of record and students will be held to a comparable level of rigor.

12. ___Records of student attendance and achievement will be maintained by the public agency. Records will be open for review at all times by officials of the college and submitted on a schedule developed by the community college district.

City of Santa Barbara Fire Department and the College shall maintain accurate and complete records which shall include attendance, scores of graded materials, and notation indicating completion of appropriate competencies provided in sufficient detail to permit an evaluation of services. Such records shall be open to inspection and audit by authorized professional staff of the College, City of Santa Barbara Fire Department and other state agencies where such inspection and audit does not conflict with the Pupil Record Act of the Education Code.

13. ___It is agreed that both contractor and community college district will ensure that ancillary and support services are provided for students (e.g., Counseling and Guidance, Placement Assistance).

City of Santa Barbara Fire Department shall provide notification of College support services to students taking courses pursuant to this Agreement.

14. ___The college district must certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual or group.

Santa Barbara City College certifies herein that it does not receive compensation for the direct education costs of the course from any source other than State apportionment.

15. ___The college district is responsible for obtaining certification verifying that the instructional activity to be conducted will not be fully funded by other sources.

City of Santa Barbara Fire Department certifies that it is not fully funded by other sources and said verification form is attached to the Agreement.

16. ___If the classes are to be located outside the boundaries of the district, the district must comply with the requirements of Title 5, Sections 55230-55232 concerning approval by adjoining high school or community college districts and the use of non-district facilities. *In accordance with AB 444 (Statutes of 1996, Chapter 637) effective 9/16/96, Title 5, Section 58051.5 was amended to include appropriate language to implement Education Code Section 84752.

If any classes pursuant to this Agreement are conducted outside the boundaries of the Santa Barbara Community College District, written approval from adjoining community college district(s) will be obtained prior to the enrollment of students and maintained on file by the College for a minimum period of five (5) years following the expiration or termination of this Agreement.
TERM OF AGREEMENT:

This Agreement shall commence on ________________ and shall continue until terminated in accordance with the provisions of this Agreement.

INDEMNIFICATION:

The College agrees to indemnify, defend, and hold harmless City of Santa Barbara Fire Department and its appointed officers, employees, and agents from and against all liability, errors and omissions, or expense, including but not limited to, defense costs and legal fees, arising from or connected with any claims for damages resulting from the College's operations or its services provided under this Agreement, including without limitation, bodily injury, death, personal injury, or property damage to any property, including physical damage to or loss of the College's property in the care, custody, or control of the College.

City of Santa Barbara Fire Department shall indemnify, defend, and hold harmless the College, its agents, officers, and employees, from and against any and all liability, expense, including defense cost and reasonable legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, arising from or connected with [insert clients name here] acts or omissions hereunder.

CONFIDENTIALITY:

Both parties shall maintain the confidentiality of all student academic and other student personal and private records. Both parties agree not to release such data to any third party without the prior written consent of the student or unless disclosure is otherwise authorized by law. Each party shall maintain the confidentiality of its records in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality. Both parties shall inform all their officers, employees, and agents providing services hereunder of the confidentiality. Both parties agree to defend and save harmless the other party, its officers, agents and employees against any and all liability and demands arising out of any disclosure of such reports and information by the other party, its officers, agents and employees.

DELEGATION AND ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, or both, either in whole or part, without the prior written consent of the other party. Any such delegation or assignment attempted without such consent shall be null and void.

ALTERATION OF TERMS:

This Agreement fully expresses all understandings of the parties concerning all matters covered and shall constitute the entire Agreement between the parties. No addition to, or alteration of, any provision of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid and effective unless made in the form of a written amendment to this Agreement and formally approved and executed by the parties in the same manner as this Agreement.

LICENSES, PERMITS, CERTIFICATES, AND ACCREDITATION:

Both parties shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, certificates, and accreditation required by law applicable to the performance of this Agreement, and shall ensure that all their officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, certificates, and accreditations required by law which are applicable to their performance hereunder.
AUTHORIZATION WARRANTY:

The College hereby represents and warrants that the person executing this Agreement for the College is an authorized agent who has actual authority to bind the College to each and every term, condition, and obligation set forth in this Agreement and that all requirements of the College have been fulfilled to provide such actual authority.

NOTICES:

Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, postage prepaid. Addresses to persons to be notified may be changed by either party by giving at least ten (10) days prior written notice to the other party.

To College:
Santa Barbara Community College District
Purchasing, Contracts, & Risk Management Office
721 Cliff Drive
Santa Barbara, CA 93109
Attention: Director of Purchasing, Contracts & Risk Management

To City of Santa Barbara
Fire Department:

TERMINATION:

This Agreement may be terminated by either party with written sixty (60) days notice. Such notice of termination shall not affect students currently enrolled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be subscribed by duly authorized officers of the day, month, and year first above written.

SANTA BARBARA CITY COLLEGE

By: __________________________
Joseph Sullivan, Vice President
Business Services

City of Santa Barbara Fire Department

By: __________________________

APPROVED
SANTA BARBARA CITY COLLEGE
BOARD OF TRUSTEES

ATTEST:

Cynthia M. Rodriguez
City Clerk Services Manager

APPROVED AS TO FORM:

Stephen P. Wiley, City Attorney
This agreement is made and entered into this _______ day of _______ 2010 by and between Santa Barbara County Employees' University (hereinafter "Employees' University") and SANTA BARBARA CITY COLLEGE (hereinafter "College").

The Agreement is constructed according to the California Community Colleges Chancellor's Office Contract Guide for Instructional Service Agreements.

Community Colleges may claim FTES and consequently, State funding for classes given through Instructional Service Agreements/contracts provided Education Code and Title 5 requirements are met. The regulations are contained in Title 5 of the California Code of Regulations, Sections 51006, 53410, 55002, 55005, 55230-232, 55805.5, 58051(c) – (g), 58051.5, 58055, 58056, 58058(b), 58100-58106 and Education Code Section 78015.

The governing board of a community college district, prior to establishing a vocational or occupational training program, shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program. Education Code Section 78015.

Courses offered for College credit pursuant to this Agreement will be housed in the Professional Development Studies department and will have been approved as stand alone courses by (a) the College Curriculum Advisory Committee and (b) the College Board of Trustees prior to enrollment of students.

The college or district has a written agreement or contract with the contractor stating the responsibilities of each party and that the college or district is responsible for the educational program conducted on site.

Responsibilities of Santa Barbara City College:

(1) Conduct, in cooperation with Employees' University approved Professional Development Studies department stand alone training short courses under the College’s Credit Division.

(2) Ensure compliance with Title 5 of the California Education Code requirements to ensure these courses are completely eligible for State apportionment. All courses will be open to the public.

(3) Provide a coordinator, register students, approve faculty and perform other appropriate support services to adequately manage and control the course offerings.

(4) Evaluate the quality of instruction to ensure it meets the needs of the students.

(5) Give appropriate units of credit for success for successful completion of each course.

(6) Accept, recognize and adhere to established College policies and procedures concerning academic performance and discipline.
Responsibilities of Employees’ University:

(1) Furnish facilities and instructional services at appropriate training venues for the conduct of Professional Development Studies department training classes offered pursuant to this Agreement.

(2) Recommend qualified instructors to the College.

(3) Provide equipment, materials, day-to-day management support, and all related overhead necessary for the conduct of Professional Development Studies department training classes offered pursuant to this Agreement.

(4) Cooperate with the College to ensure that all instructional personnel, equipment, and materials used in these training courses conform to all requirements governing instructional programs for Employees’ University personnel.

Payment to Employees’ University:

A. The College shall reimburse Employees’ University according to the following formula:
   (1) For < 20 enrollment: $9 per student for a .3 unit class; $15 per student for a .5 unit class; $30 per student for a 1 unit class.
   (2) For 20 or > enrollment: $255 for a .3 unit class; $425 for a .5 unit class; $850 for a 1 unit class.
   (3) The College shall not deduct enrollment fees from the payment, but will report them to the State as “in-kind” fees.

B. The College shall pay Employees’ University for services under this program, on appropriate statements at the end of each semester upon submission of grades for registered students.

C. Students shall be charged by Employees’ University directly for the cost of textbooks and materials that students retain in their possession.

The agreement/contract contains procedures, terms and conditions relating to (1) enrollment period; (2) student enrollment fees; (3) the number of class hours sufficient to meet the stated performance objectives; (4) supervision and evaluation of students; (5) withdrawal of students prior to completion of a course or program.

(1) Courses offered pursuant to this Agreement must have been approved by the College Curriculum Advisory Committee and Board of Trustees prior to student enrollment.

(2) Student enrollment fees charged to Employees’ University shall be determined by the State and relevant to the semester in which students are enrolled.

(3) Employees’ University will conduct training courses with hours sufficient to meet the stated performance objectives, and unit value, on the approved course outlines.

(4) Approved instructors will supervise and evaluate students as well as maintain attendance and grade records. The College will ensure that instruction meets the needs of the students.

(5) Employees’ University will inform the College of the withdrawal of any student prior to completion of the course.

Agreement/contract contains terms and conditions relating to cancellation and termination of the arrangement.
A. If any provision of this Agreement is or becomes contrary to State law or regulations of other agencies or decision of courts of competent jurisdictions, the College and Employees' University agree to renegotiate the effected portion without affecting the balance or intent of this Agreement.

B. This Agreement may be terminated by either party with written sixty (60) days notice. Such notice of termination shall not affect students currently enrolled in the program.

*Instruction to be claimed for apportionment under the agreement/contract, is under the immediate supervision and control of an employee of the district (Title 5, Section 58058) who has met the minimum qualifications (or their Board approved equivalency) for instruction in vocational subject in a California community college.*

See section six (6) below.

*Where the instructor is not a paid employee of the district, the college or district has a written agreement or contract with each instructor conducting instruction for which FTES are to be reported and stating that the college or district has the primary right to control and direct the instructional activities of the instructor. NOTE: The college or district must demonstrate control and direction through such actions as providing the instructor an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus.*

Instructors recommended to the College by Employees' University must meet the Minimum Qualifications, or the Equivalent, of the Professional Development Studies department and have been approved by the SBCC Board of Trustees prior to the enrollment of students. In addition, each instructor approved pursuant to this Agreement must sign the Instructor Agreement Form attached hereto certifying that the College has the primary right to control and direct the instructional activities of the instructors.

*The college or district lists minimum qualifications for instructors teaching these courses and that the qualifications are consistent with requirements in other similar courses given at the college or district.*

Instructor Minimum Qualifications for Professional Development Studies department courses are as follows: Bachelor's degree in the field with a minimum of two years related experience; or, Associate of Arts degree in the field with a minimum of six years related experience; or the Equivalent.

*The course must be held at facilities which are clearly identified as being open to the general public (Title 5, Section 58051.5). Enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites or limitation on enrollment (Title 5, Sections 51006 and 58106). The district policy on open enrollment must be published in the college catalog, schedule of classes, and any addenda to the schedule of classes, (Title 5, Section 51006), along with a description of the course and information about whether the course if offered for credit and is transferrable (Title 5, Section 55005).*

All Professional Development Studies department stand alone training courses offered pursuant to this Agreement are open to any student.

*Degree and certificate programs must have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or the college must have received delegated authority to separately approve those courses locally.*

This section is not applicable as courses offered pursuant to this Agreement are stand alone training courses.

*The courses of instruction are specified in the agreement, the outlines of record for such courses are approved by the college's curriculum committee as meeting Title 5 course standards, and the courses have been approved by the district board of trustees.*
All courses offered pursuant to this Agreement will be housed in the Professional Development Studies department have been approved by the College Curriculum Advisory Committee and the College Board of Trustees.

Procedures used by the college to assure that faculty teaching different sections of the same course, teach in a manner consistent with the approved outline of record for that course are applied to courses and faculty covered under the agreement and students are held to a comparable level of rigor.

Both parties will ensure that all instructors teaching courses pursuant to this Agreement will adhere to the approved outline of record and students will be held to a comparable level of rigor.

Records of student attendance and achievement will be maintained by the public agency. Records will be open for review at all times by officials of the college and submitted on a schedule developed by the community college district.

Employees' University and the College shall maintain accurate and complete records which shall include attendance, scores of graded materials, and notation indicating completion of appropriate competencies provided in sufficient detail to permit an evaluation of services. Such records shall be open to inspection and audit by authorized professional staff of the College, Employees' University and other state agencies where such inspection and audit does not conflict with the Pupil Record Act of the Education Code.

It is agreed that both contractor and community college district will ensure that ancillary and support services are provided for students (e.g., Counseling and Guidance, Placement Assistance).

Employees' University shall provide notification of College support services to students taking courses pursuant to this Agreement.

The college district must certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual or group.

Santa Barbara City College certifies herein that it does not receive compensation for the direct education costs of the course from any source other than State apportionment.

The college district is responsible for obtaining certification verifying that the instructional activity to be conducted will not be fully funded by other sources.

Employees' University certifies that it is not fully funded by other sources and said verification form is attached to the Agreement.

If the classes are to be located outside the boundaries of the district, the district must comply with the requirements of Title 5, Sections 55230-55232 concerning approval by adjoining high school or community college districts and the use of non-district facilities. *In accordance with AB 444 (Statutes of 1996, Chapter 637) effective 9/16/96, Title 5, Section 58051.5 was amended to include appropriate language to implement Education Code Section 84752.

If any classes pursuant to this Agreement are conducted outside the boundaries of the Santa Barbara Community College District, written approval from adjoining community college district(s) will be obtained prior to the enrollment of students and maintained on file by the College for a minimum period of five (5) years following the expiration or termination of this Agreement.

TERM OF AGREEMENT:

This Agreement shall commence on ___________ and shall continue until terminated in accordance with the provisions of this Agreement.
INDEMNIFICATION BY SANTA BARBARA COMMUNITY COLLEGE DISTRICT:

SANTA BARBARA COMMUNITY COLLEGE DISTRICT shall indemnify, defend and hold COUNTY OF SANTA BARBARA, and COUNTY OF SANTA BARBARA’s agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys’ fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of SANTA BARBARA COMMUNITY COLLEGE DISTRICT, and SANTA BARBARA COMMUNITY COLLEGE DISTRICT’s officers, agents and employees, including performing or authorizing the performance of, or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

INDEMNIFICATION BY COUNTY OF SANTA BARBARA:

COUNTY OF SANTA BARBARA shall indemnify, defend and hold SANTA BARBARA COMMUNITY COLLEGE DISTRICT, and SANTA BARBARA COMMUNITY COLLEGE DISTRICT’s agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys’ fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of COUNTY OF SANTA BARBARA, and COUNTY OF SANTA BARBARA’s officers, agents and employees.

NO AGENCY:

Except as otherwise specified herein, for the purposes of this section, SANTA BARBARA COMMUNITY COLLEGE DISTRICT shall not be deemed to be COUNTY OF SANTA BARBARA’s agent and COUNTY OF SANTA BARBARA shall not be deemed to be SANTA BARBARA COMMUNITY COLLEGE DISTRICT’s agent.

NOTIFICATION:

Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this indemnity provision, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

CONTINUING OBLIGATION:

To the extent that the SANTA BARBARA COMMUNITY COLLEGE DISTRICT has agreed to indemnify, defend and hold harmless COUNTY OF SANTA BARBARA, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

To the extent that COUNTY OF SANTA BARBARA has agreed to indemnify, defend and hold harmless SANTA BARBARA COMMUNITY COLLEGE DISTRICT, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

INSURANCE:

Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.
NOTICES:

Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, postage prepaid. Addresses to persons to be notified may be changed by either party by giving at least ten (10) days prior written notice to the other party.

To College: Santa Barbara Community College District
Presiding Office
721 Cliff Drive
Santa Barbara, CA 93109
Attention: Director of Purchasing, Contracts & Risk Management

To Employees' University: Dennis Bozanich, Strategic Organizational Development Manager
County of Santa Barbara
267 Camino del Remedio
Santa Barbara, CA 93110-1316

TERMINATION:

This Agreement may be terminated by either party with written sixty (60) days notice. Such notice of termination shall not affect students currently enrolled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be subscribed by duly authorized officers of the day, month, and year first above written.

SANTA BARBARA CITY COLLEGE

By: Joseph Sullivan, Vice President
Business Services

SANTA BARBARA COUNTY
EMPLOYEES' UNIVERSITY

By: Dennis Bozanich, Manager
Strategic Organizational Development

APPROVED:
SANTA BARBARA CITY COLLEGE
BOARD OF TRUSTEES
TOUR RESOURCE CONSULTANTS
with
SANTA BARBARA CITY COLLEGE

AGREEMENT
for
SPANISH LANGUAGE AND LATIN AMERICAN CULTURE PROGRAM IN
CHILE AND ARGENTINA
FALL, 2010

WHEREAS, SANTA BARBARA COMMUNITY COLLEGE DISTRICT (hereinafter referred to as "District") requested a proposal for an intensive Spanish Language and Latin American culture study program in Buenos Aires and Santiago de Chile,

WHEREAS TOUR RESOURCE CONSULTANTS, (hereinafter referred to as ("TRC") and District agree to the following:

1. DATES OF THIS AGREEMENT. This agreement shall be in effect from September 10, 2010, to December 4, 2010.

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

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

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

C. Send enrollment information and housing request forms to TRC as students are accepted.

1. OPERATION OF THE PROGRAM. Jointly, SBCC and TRC shall develop and operate the semester abroad program in Chile and Argentina, with responsibilities assigned as follows:

   ♦ The program begins and ends in Los Angeles.
♦ Students are required to make all arrangements for transportation to and from the airport in Buenos Aires and, respectively, Santiago de Chile if not traveling with the group. Students traveling independently may meet up with the group at the airport in Buenos Aires to take group transportation.

♦ SBCC has no responsibility for students on the termination of the program, December 4, 2010.

2. SBCC:

SBCC shall select program director.

SBCC shall select and evaluate students for the program.

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

SBCC shall conduct pre-departure briefings for students.

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

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

SBCC reserves the right to cancel the program until 45 days prior to the program departure date if a minimum target enrollment of 20 students is not met.

3. TRC agrees to the following:

TRC shall assign a program coordinator in both Buenos Aires and Santiago de Chile, to coordinate language instruction, organize field trips, assist the faculty and interface between students and families in home stays and do all possible to make the program a success, at no extra cost.

TRC shall arrange field excursions to areas of cultural or historic interest. All field trips to include a bilingual tour guide. Field trips include excursions to the following destinations:

• A three-day, two night excursion to El Valle del Elqui focusing on the life and works of Gabriela Mistral. The excursion will include daily breakfast at the hotel, two dinners and visits to Mamalluca Observatory, one of the most important observatories in the world, for a special astronomy lecture (in English). Other local attractions include: the legendary port of Coquimbo, Puclaro Reservoir, La Serena City, and Vicuña town, where the G. Mistral Museum is located. Double room occupancy at hotel.
• Full Day- Excursion to “Isla Negra” focusing on the life and works of Pablo Neruda. The excursion includes a guided visit to Pablo Neruda’s house. Lunch and dinner are included.

A Two-day, one-night excursion to Vina Del Mar/Valparaiso the excursion includes breakfast at the hotel, one dinner, a city tour of Valparaiso, and a visit to Pablo Neruda’s home “La Sebastiana”. Double room occupancy at hotel.

PROGRAM ITINERARY-AT-A-GLANCE

Day 1: Friday, September 10: Departure Day
Depart from LAX to Buenos Aires, Argentina.

Day 2: Saturday, September 11: Arrive in Buenos Aires, Argentina
Arrive in Santiago. Meet the Buenos Aires on-site coordinator at the airport. Transfer to the school in Buenos Aires. Orientation at the school and host family pick-up. Welcome dinner in the evening.

Day 3: Sunday, September 12: Buenos Aires
Following breakfast with host family, meet at the school to explore the school surroundings with on-site coordinator. Guided city tour of Buenos Aires. Free evening.

Days 4 - 44: Monday, Sept. 13 – Friday, Oct 22: Buenos Aires
Classes begin at the institute. Spanish immersion courses will be offered, up to 10 students per class, 3 hours per day, 12 hours per week, Monday through Thursday. The Latin American Literature Classes will be taught by adjunct instructors for four hours per week. SBCC faculty will teach the Contemporary Latin American Culture class (classroom time included) in Buenos Aires for a total of four hours per week. Students will have usage of local transportation pass (this includes the subway only, max. amount equivalent to $100 USD).

Day 45: Saturday, October 23: Buenos Aires – Santiago, Chile
Transfer to the airport. 2-hour flight from Buenos Aires to Santiago, Chile. Orientation meeting and get-acquainted walk with the onsite coordinator followed by host family pick-up. Welcome dinner at a local restaurant.

Day 46: Sunday, October 24: Santiago
Meet at the school in the morning and depart on a sightseeing tour of Santiago. Rest of the day is free.

Days 47 - 85: Monday, Oct. 25 – Friday, Dec. 3: Santiago
Classes begin at institute this morning. For the six-week stay in Santiago, there will be five weeks of instruction and a one week break (exact date to be decided). Spanish Immersion courses will be offered, up to 10 students per class, 3 hours per day, 12 hours per week, Monday through Thursday. The Latin American Literature class will be taught by the same adjunct professor as in Buenos Aires for a total of four hours per week. The SBCC faculty will teach the Contemporary Latin American Literature class (classroom time included) for a total of four hours per week. Students will have usage of local transportation pass (equivalent to $100 USD).
Day 86: Saturday, December 4: Depart Santiago
Morning and afternoon at leisure. Evening transfer to the airport and departure from Santiago for Los Angeles.

Day 87: Sunday, December 5: Arrive Los Angeles
Arrival in Los Angeles.

PROGRAM PRICES:
Prices are based on current (2010) agreements with suppliers of services such as hotels, airlines and others. Pricing based on current exchange rates. Prices are subject to change. The price is based on a minimum of 20 fully paying participants.

Air Price ESTIMATE (per person), Los Angeles/Santiago, Santiago/Buenos Aires, Buenos Aires/Los Angeles:

Base Airfare: $855 Taxes/Fuel Surch**: $245 Total: $1100

Once confirmed, air prices reflect our true cost. **Taxes and fuel surcharges are subject to change until ticketed.

Homestay Single

<table>
<thead>
<tr>
<th>Tour Prices (per person):</th>
<th>Land only</th>
<th>Total with Air</th>
</tr>
</thead>
<tbody>
<tr>
<td>With 20 payers and 1 free place:</td>
<td>$6595</td>
<td>$7695</td>
</tr>
<tr>
<td>With 22 payers and 1 free place:</td>
<td>$6475</td>
<td>$7575</td>
</tr>
<tr>
<td>With 25 payers and 1 free place:</td>
<td>$6330</td>
<td>$7430</td>
</tr>
</tbody>
</table>

Above prices reflect a $4500 payment by SBCC towards the cost of the adjunct faculty leading the Latin American literature class; prices have been reduced to the students to reflect this contribution.

PROGRAM PRICE INCLUDES FOR EACH PARTICIPANT:

1. Round-trip air transportation from Los Angeles to Santiago, Santiago/Buenos Aires, Buenos Aires/Los Angeles, in economy class, weekend travel, apex fare, including all taxes and surcharges unless land only pricing option is selected.

2. Twelve weeks (85 nights) single room accommodation with host families in Buenos Aires and Santiago, six weeks in Santiago and six weeks in Buenos Aires and includes accommodations during the one-week break.

3. During the home-stays, two meals a day (continental breakfast and dinner). Max. transfer time from homestays to school: 25 minutes by public transportation.

4. Two group dinners: One in Buenos Aires and one in Santiago.
5. Round-trip airport transfers in Santiago and Buenos Aires to school.

6. A total of eleven weeks Spanish immersion course, 12 hours of Spanish per week, up to 10 students per class.

7. Latin American Literature class taught by adjunct instructor for four hours per week in Buenos Aires and for four hours per week in Santiago.

8. Utilization of the schools’ infrastructure in Buenos Aires and Santiago including school computers and WIFI access.


10. The following excursions by motor coach with local guides and admissions:
   - A three-day, two-night excursion to El Valle del Elqui focusing on the life and works of Gabriela Mistral
   - Full-Day Excursion to Isla Negra
   - Two-day, one-night Excursion to Valparaiso and Vina Del Mar

11. Cultural activities.

12. Didactic materials for Spanish classes (but students will still have to purchase the Argentina & Chile Readers for the culture class).

13. Public transportation passes for and 6 weeks in Buenos Aires and 6 weeks in Santiago. Please note that in Buenos Aires the pass ONLY includes the subway, but in Santiago it includes both buses and the subway (amount added to card is equivalent to $100 in Santiago and a $100 in Buenos Aires).

14. Local taxes and service charges as related to accommodation and ground services.

15. Travel Guard Travel Insurance. This insurance policy covers travel delay, missed connection, baggage and personal effects loss, baggage delay, medical expenses and emergency medical transportation. Additional optional cancellation insurance available at a nominal cost.


THE PRICE DOES NOT INCLUDE:
   - Argentinean and Chilean entry tax in the amount of $137 for Chile and $131 for Argentina (payable in cash upon country entry by each student).
   - Chilean and Argentine Readers for the culture class.
   - Santa Barbara City College tuition and other mandatory fees.
   - Optional Excursion to Iguazu Falls (price estimate based on 10 students: $450).
   - Personal expenses such as passport.
   - All other items not listed under “Program Price Includes.”
THE PRICE INCLUDES FOR SANTA BARBARA CITY COLLEGE:

1. Travel and accommodation arrangements for one instructor. Round-trip air-transportation, city
tours and when traveling all services like students. Instructor's travel and accommodation
arrangement. Air transportation as per program requirements, transfers, excursions, and three
months stay in private apartments – a two-bedroom apartment in Santiago and a one bedroom
apartment in Buenos Aires.

2. Service of English speaking on-site coordinator(s) – one in Santiago and one in Buenos Aires with
availability by cell phone in emergency situations 24-hours. Nora Strejilevich will also accompany the
group on all excursions.

3. Usage of classroom for SBCC faculty, for a total of four hours per week, in Buenos Aires and
Santiago.

4. Latin American Literature class led by local faculty (Nora Strejilevich) – four hours in Buenos Aires
and four hours in Santiago (conducted in English). Instructor has a PhD Degree.

5. Cell phones with Chilean and Argentine chips for SBCC instructor, the phone will be charged with an
equivalent of $100 in Chile and another $100 in Buenos Aires.

6. The following liability coverage:

 LIABILITY INSURANCE: *Tour Resource Consultants (TRC)* maintains Commercial General Liability Insurance
with limits of $2,000,000.00 per occurrence. This coverage provides insurance for domestic (USA) and
foreign liability exposures. Such coverage shall be endorsed to Santa Barbara City College as additional
insured and shall provide a 30-day notice of cancellation or material change. *TRC* will provide Santa
Barbara City College with a certificate of insurance evidencing the required coverage.

PAYMENT SCHEDULE.

<table>
<thead>
<tr>
<th>RESERVATIONS &amp; PAYMENTS</th>
<th>At time of application</th>
<th>$500</th>
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</thead>
<tbody>
<tr>
<td>Deposit</td>
<td></td>
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<tr>
<td>Payment 2</td>
<td>by April 30th, 2010</td>
<td>$1500</td>
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<tr>
<td>Payment 3</td>
<td>by May 31st, 2010</td>
<td>$1500</td>
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<tr>
<td>Payment 4</td>
<td>by June 30th, 2010</td>
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<tr>
<td>Balance due</td>
<td>By July 20th, 2010</td>
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</tr>
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</table>

CANCELLATION AND REFUND POLICY.

THE DISTRICT will provide TRC with periodic enrollment updates throughout the spring and will confirm
the final number of students by May 1st. THE DISTRICT reserves the right to cancel the program if the
number of applications is below 20 on April 14, 2010.
Should the US State Department issue a travel warning before the starting date of the program, advising American citizens not to travel to Chile or Argentina or any other country students are scheduled to travel to as part of the program, THE DISTRICT will immediately advise TRC to cancel the program. In this case, TRC will refund all program fees except for non-refundable deposits made to third party providers to THE DISTRICT. THE DISTRICT will refund the program fee minus the non-refundable housing to all students on the program. Should a travel warning be issued by the US State Department after the program start date, TRC will make reasonable efforts to get refunds from third parties for costs not yet incurred and will refund whatever balance it receives.

All cancellations must be submitted in writing to Tour Resource Consultants, are subject to the terms of the Agreement for Services with your educational institution. The cancellation date is the date on which Tour Resource Consultants receives the signed written notification of the intent to cancel at its place of business.

<table>
<thead>
<tr>
<th>Date of Cancellation</th>
<th>Cancellation Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Until April 30th, 2010</td>
<td>$500*</td>
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<tr>
<td>May 1st – June 30th, 2010</td>
<td>$1,000*</td>
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<tr>
<td>July 1st – July 20th, 2010</td>
<td>$2,000*</td>
</tr>
<tr>
<td>July 21st, 2010 - Departure</td>
<td>No Refund</td>
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</tbody>
</table>

*In addition to these fees, any cancellation charges imposed by the airlines or other suppliers of travel services will be assessed.

REFUNDS:
All refunds will be based upon the cancellation schedule provided above. No refunds will be made until payments are recovered by Tour Resource Consultants from its suppliers. No refunds will be made on any services, meals or accommodations resulting from a participant’s absence from the tour itinerary or from the non-utilization of these program components by the participant.

TOUR PRICES:
All rates, quoted in U.S. dollars, are based upon the exchange rate reflected in the group’s tour proposal. The tour price will be adjusted if group airfare reservations, air taxes/fuel surcharges, international tariffs or currency exchange rates are revised.

TRAVEL DOCUMENTS:
U.S. citizens are required to possess a valid passport for international travel. In some instances visas may be required. Holders of U.S. passports and passports of countries other than the United States should inquire about individual visa requirements from the consular offices of the countries in which they will be traveling. Tour Resource Consultants does not assume responsibility for obtaining passports or visas, nor responsibility if participants do not acquire the required documentation and must cancel participation in the program as a result. Cancellation fees stated above will still apply.

AIR DEVIATIONS:
Under certain circumstances, land and air deviations from the tour itinerary may be available. A deviation fee of $100, PLUS the cost of the change, must be paid at time of request. Once students
have registered at the TRC website, http://www.tourresource.com, more information is available in
the member’s area on the link “Deviations.”

PROPERTY DAMAGES:
Any damages to home stay, apartment or hotel premises will be the sole responsibility of the tour
participants and participant agrees to indemnify and hold Tour Resource Consultants LLC harmless from
such claims and damages.

MORE DETAILS OF INSURANCE INCLUDED IN TOUR PACKAGE:
A basic travel insurance group policy covering medical emergencies, lost or delayed baggage, and
emergency assistance is included in the land-only tour price. It is provided by a third-party insurance
provider. The specific coverage details are:

$750: Trip Delay
Reimburses insured up to $150 a day for additional accommodations or travel expenses if insured is
delayed for more than 12 hours due to a covered reason.

$1,000: Baggage & Personal Effects
Reimburses insured if luggage is lost, damaged, or stolen while on the trip.

$250: Baggage Delay
Reimburses insured for the purchase of essential items if bags are delayed for more than 24 hours.

$25,000: Medical Expenses
Covers necessary medical expenses up to one year after the sickness or injury, provided initial
treatment was received while on the trip.

$250,000: Emergency Medical Evacuation
Covers evacuation and transportation to the nearest adequate medical facility.

$25,000: Accidental Death & Dismemberment
Pays for loss of life or limb if occurs within 365 days of an accident during the insured’s trip.

OPTIONAL Travel Guard Assist:
Offers emergency assistance anywhere in the world, including:
Advancement of funds to cover on-site medical expenses, phone interpretation services in major
languages, replacement of lost passport, assistance to locate local physicians, dentists or medical
facilities, professionals to monitor insured’s condition and contact insured’s personal physician,
evacuation to a hospital treatment facility or back home; 24-hour emergency hotline.

LiveTravel: 24-hour hotline to track lost luggage and more
Live messaging: Relay of any e-mail or phone message to family, friends or business associates
Emergency Cash transfers: Assistance in coordinating an emergency cash advance.
Pre-trip travel advisories: Around-the-clock access to passport, visa, inoculation and vaccine
requirements; travel advisories; embassy and consulate contacts; travel health advisories; weather and
currency information, all for your planned destination.

Effective until December 31, 2010

NO MODIFICATION OF AGREEMENT. This Agreement constitutes the full and complete understanding
of the parties on the subject, hereof, and supersedes all prior understanding or agreements on that
subject. No oral understanding or agreement not incorporated herein shall be binding on any of the
parties hereto.
NOTICES. All notices required to be served upon TRC shall be served by registered or certified mail, return receipt requested, to:

Mr. Jim Froggatt  
Tour Resource Consultants  
8080 La Mesa Boulevard, Suite 105  
La Mesa, CA 91941

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

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

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

SANTA BARBARA CITY COLLEGE  

Title: Vice President, Business Services  
Date: __________________________

Tour Resource Consultants  

Title: __________________________  
Date: __________________________
CLAIM AGAINST THE SANTA BARBARA COMMUNITY COLLEGE DISTRICT AND SANTA BARBARA CITY COLLEGE

Submitted to: Steven Lewis
Risk Manager
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109-2394

Claimant’s Name/Address: Juana Hernandez

Send Official Notice and Other Correspondence to: Janean Acevedo Daniels
Law Office of Janean Acevedo Daniels
505 Bath Street
Santa Barbara, CA 93101
phone: (805) 963-4694
fax: (805) 456-2050

Circumstances of the occurrence giving rise to the claim asserted:

Claimant Juana Hernandez is a Mexican-born, Hispanic woman of Mexican ancestry. From 2004 through February 8, 2010, when she was forced to take a disability leave of absence due to injuries caused by Santa Barbara City College, and its officials, administrators, agents and employees, Ms. Hernandez was employed by the College as a Cosmetology Instructor. Ms. Hernandez also served as SBCC Cosmetology Department Chair from October 2009 through January 21, 2010, when her key Chairperson responsibilities were removed and reassigned to other employees, and Ms. Hernandez was essentially demoted, based upon unlawful discriminatory and retaliatory motives.

From November 2009 through February 8, 2010, Ms. Hernandez was harassed and subjected to a hostile, intimidating, and unsafe work environment by College employee Patricia Gardner based on Ms. Hernandez’s ancestry and national origin.

The circumstances underlying Ms. Hernandez’s claims are set forth in detail in the enclosed July 16, 2010 letter from her counsel, Janean Acevedo Daniels, to College counsel Naomi Dewy enclosed herewith.

As described more particularly in the enclosed July 16, 2010 letter, Claimant seeks damages for the following claims:

1. Discrimination Based on Ancestry/National Origin in Violation of FEHA
2. Harassment Based on Ancestry/National Origin in Violation of FEHA
3. Retaliation in Violation of FEHA
4. Retaliation in Violation of Labor Code §1102.5
5. Discrimination and Retaliation in Violation of Labor Code §6310
6. Demotion in Violation of Public Policy
7. Constructive Termination in Violation of Public Policy
8. False Promise
9. Actual Fraud

A general description of injury, damage, or loss incurred so far as it may be known at the time of presentation of the claim:

Claimant has suffered physical and emotional injuries and resulting continuing total disability; substantial loss of income and employment benefits; ongoing medical expenses; humiliation; pain and suffering; harm to her career and professional reputation; and harm to her professional and personal relationships, as described in more detail in the enclosed July 16, 2010 letter from her counsel. Claimant has also incurred attorney’s fees and costs in connection with her claims.

Date: July 16, 2010

Janean Acevedo Daniels
Attorney for Claimant Juana Hernandez
DECLARATION OF SERVICE

I, the undersigned, say that I am a citizen of the United States, over 18 years of age, and not a party to the within action. My business address is 505 Bath Street, Santa Barbara, California 93101-2210. On 16th day of July, 2010, I served the within: JUANA HERNANDEZ'S GOVERNMENT CLAIM AGAINST SANTA BARBARA CITY COLLEGE on the interested parties listed below, as follows:

Steven Lewis
Risk Manager
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109

Naomi Dewey
Hardin & Coffin LLP
1531 Chapala Street Suite One
Santa Barbara, CA 93101

( X ) (By Mail) I caused such document to be mailed in a sealed envelope, by first-class mail, postage fully prepaid. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing as stated in this declaration.

(X) (By Electronic Service) I caused such document to be sent via email as an attachment to the following address: nrd@hardincoffin.com

( ) (By Personal Service) I caused such document to be delivered by hand.

( X ) (By Mail Equivalent) I caused such document to be sent via facsimile transmission with confirmation of transmittal indicated by the individual transmission journal attached hereto to the individual(s) at the address(es) and FAX number(s) shown.

(X ) (State) I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct. Executed this _16_ day of July, 2010, at Santa Barbara, California.

() (Federal) I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made. Executed this 16th day of July, 2010, at Santa Barbara, California.

Marianne Stein
Terms and Conditions

1. Software Maintenance Services
Software maintenance is defined as the ongoing access to program updates for the software products noted on the attached Exhibit B ("Covered Software") and made available by Contractor to Client over the internet by electronic download, that include bug fixes, updates and version upgrades, and which increases software functionality and performance.

As a precondition to Contractor’s responsibilities, the Client shall ensure that: (i) the Covered Software, any associated third party software and equipment is installed and operated according to applicable specifications; (ii) Client has installed all updates to the Covered Software and associated third party software and equipment recommended by Contractor and has maintained all environmental conditions according to applicable specifications and industry standards; (iii) Client has not introduced other equipment or software having an adverse impact on the Covered Software; (iv) any specifications supplied by Client to Contractor are accurate and complete; and (v) Client has made no changes to the Covered Software, nor permitted any changes to be made, other than by or with the express written approval of Contractor.

2. Software Support Services
Software support and training is provided via Contractor’s web-based help desk system, by email, or by phone. Contractor’s help desk is available Monday through Friday, 8:00am to 8:00pm EST, except Federal holidays. Support includes installation assistance when needed, training for the use and operation of the Covered Software by way of online user manuals, white papers, case studies, release guides, on-line tutorials, and unlimited web based group training sessions. Client will also have access to Contractor’s web-based Knowledge Base for answers to common problems that may arise. Contractor shall also be reasonably available to provide custom professional services by specific quote.

(a) Help Desk Requests and Response Times. Client shall submit a help desk trouble request through Contractor’s website, with verifiable and reproducible evidence of problem, questions, or requests for assistance. Upon receipt of a help desk request, Contractor shall respond by email to acknowledge receipt of the request based on the priority status Client notes on the ticket.

i) **Urgent** – Production Down. Reserved for issues when the production environment is down. Contractor will respond within one (1) hour from the time the request is received (during open help desk hours or within one (1) hour of the opening of the help desk if the request is not received during open help desk hours).

ii) **High** – Production Critical. Reserved for issues when the production environment is threatened, but not actually down. Contractor will respond the same day the request is received (if the request is received by 4:00 pm of any day that the help desk is open, or, if received later, the next day the help desk is open).

iii) **Medium** – Time Sensitive. Contractor will respond within 24 hours of the time the request is received, excluding the computation of such 24 hours any days during which the help desk is not open. (For example, if such a request is received at 1:00 pm on a Friday, Contractor will respond by 1:00 pm on the following Monday, if such Monday is not a Federal holiday.)

iv) **Low** – Non Essential Timeline. Contractor will respond within 48 hours of the time the request is received, excluding the computation of such 48 hours any days during which the help desk is not open. (For example, if such a request is received at 1:00 pm on a Friday, Contractor will respond by 1:00 pm on the following Tuesday, if neither such Tuesday nor the preceding Monday is a Federal holiday.)

(b) Product Specific Support

i) **Intellecheck** support includes: Remote initial installation assistance, Multiple Application Platform Server ("MAPS") setup, ongoing updates and software maintenance, professional services assistance with original check template layout and setup (changes to electronic signature, additions and/or modifications to bank codes/accounts, new institution logos, etc.), troubleshooting software problems, custom training via web-site help desk as needed. Maximum of 10 hours help desk support per Covered Product per Term. (Accounts Payable and Payroll software are supported separately, so a Client using both applications will be provided 10 hours for each). Changes to the original check template layout or data fields on the template may require a custom professional services quote for these types of projects. Banner upgrades require 30 day advance notice to Evisions.

ii) **FormFusion** support includes: Remote initial installation assistance, MAPS setup, ongoing updates and software maintenance, troubleshooting software problems, custom training via web-site help desk as needed. Maximum of 10 hours help desk support per Covered Product per Term. Unlimited access for download of Evisions standard templates (including annual tax forms) on the website, unless purchased license is restricted to set number of processes. Professional services assistance with custom template design/creation available by specific quote. Banner upgrades require 30 day advance notice to Evisions.

iii) **Argos** support includes: Remote initial installation assistance, MAPS setup, ongoing updates and software maintenance, troubleshooting software problems, custom training via web-site help desk as needed. Maximum of 20 hours help desk support per Covered Product per Term. Unlimited access to Evisions Co-op for shared DataBlocks. Professional services available by specific quote.

3. Term, Termination. The term of this Agreement with respect to each Covered Software ("Term") shall commence on the date noted in Exhibit B or delivery of Covered Software, whichever comes first, and shall continue in full force and effect for a period of one (1) year, unless terminated earlier as provided herein. The Term for each Covered Software may be modified by mutual consent.

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Exhibit A
A-1

Contractor Initials: __________
Client Initials: __________

Evisions Software Maintenance and Support Agreement
4. **Prices and Payment**

   (a) **Software Maintenance/Support Fee.** Contractor shall during the Term for each Covered Software provide software maintenance and support with respect to each Covered Software upon and subject to the terms and conditions set forth in this Agreement in consideration for the annual fee set forth in Exhibit B hereto, (as the same may hereafter be amended by mutual written agreement of Contractor and Client). The Contractor may adjust the annual fee not more frequently than upon each renewal of the Term for each Covered Software, and no more than 4% per renewal.

   (b) **Surcharges.** The annual fee is subject to hourly surcharges at the rates set forth on Exhibit B hereto (or Contractor's then current prevailing rates) or quoted fee for custom professional services and pre-approved by Client.

   (c) **Out-of-Pocket Costs.** Contractor shall be reimbursed by Client for any extraordinary out-of-pocket costs associated with services rendered hereunder. Extraordinary costs will be quoted and approved in writing by Client prior to the incurrence of such costs.

   (d) **Invoices & Payment.** Client shall pay the annual fee, and any applicable surcharge or out-of-pocket costs authorized under the terms of this Agreement, within forty-five (45) calendar days after date of invoice. Invoices are emailed to Client determined contact 60 days prior to end of Term. Client may not withhold or "setoff" any amounts due hereunder. Contractor reserves the right to stop work without prejudice until all amounts determined by Contractor to be due are paid in full. Any late payment may be charged interest until paid at a rate equal to the lesser of (a) one and one half percent (1.5%) per month, or (b) the maximum rate permitted by applicable law. Collection of such interest shall be in addition to all other rights and remedies to which Contractor may be entitled under this Agreement or applicable law.

5. **Warranties**

   (a) **Limited Warranty on Services.** Contractor does not warrant that Client's use of the Covered Software will be uninterrupted or error free. Contractor represents and warrants that the services provided by Contractor under this Agreement will be performed in a commercially reasonable manner and in accordance with general industry standards.

   (b) **Warranty Disclaimer.** EXCEPT AS STATED IN SECTION 5(a) ABOVE, CONTRACTOR DISCLAIMS WITH RESPECT TO ALL SERVICES AND ALL DELIVERABLES HEREUNDER, ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE.

6. **Liabilities.** CONTRACTOR SHALL NOT BE LIABLE FOR ANY AMOUNT EXCEEDING THE TOTAL PORTION OF THE CONTRACT PRICE ACTUALLY PAID BY CLIENT DURING THE THEN CURRENT TERM. IN NO EVENT SHALL CONTRACTOR BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS, PROFIT OR BUSINESS INTERRUPTION), EVEN IF CONTRACTOR IS NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT.

7. **Default.** Either party may terminate this agreement if the other party breaches any material provision hereof and fails within ten (10) business days after receipt of written notice of default to correct such default. Further, either party may terminate this Agreement if the other party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) calendar days. Termination of this Agreement shall not relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination. Further, the provisions of Section 5 (“Warranties”), Section 6 (“Liabilities”), Section 8 (“Disputes; Choice of Law”) and Section 10 (“Miscellaneous”) shall survive the termination or expiration of this Agreement.

8. **Disputes; Choice of Law.** The parties agree that all disputes between them shall first be submitted for informal resolution to their respective chief operating officers, or duly appointed representatives. Any remaining disputes shall be submitted to arbitration before one arbitrator in Orange County, California. The proceeding shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award of the arbitrator shall include a written explanation of the decision, shall be limited to remedies otherwise available in court and shall be binding upon the parties and enforceable in any court of competent jurisdiction. The prevailing party’s legal costs shall be paid by the opposing party. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD CAUSE THE LAWS OF ANY OTHER JURISDICTION TO APPLY.

9. **Refund Management® Option.** Through Contractor's strategic business relationship with Higher One, Inc., Client shall have the option to obtain Refund Management® services from Higher One, Inc. To the extent that Client is interested in obtaining Refund Management® services from Higher One, Inc., Client may directly contact Contractor or Rob Reach, Senior Vice President of Sales.
LC Miscellaneous. This Agreement and the Software License Agreement between Contractor and Client under which Client has been granted a license to use the Covered Software constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only in writing, signed by both parties. Neither this Agreement nor any rights or obligations hereunder may be transferred or assigned by Client without Contractor's prior written consent and any attempt to the contrary shall be void. Neither party shall be liable for delays caused by events beyond its reasonable control. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect.
Enterprise FormFusion™ Solution
FormDirector Modules: Email with Encryption, Archive, Web, Script
Current Term Coverage dates: July 1, 2010 through June 30, 2011

IntelleCheck: Accounts Payable
Current Term Coverage dates: July 1, 2010 through June 30, 2011

IntelleCheck: Payroll with Direct Deposit Statement
First Term Coverage dates: TBD Upon Delivery of Template

Argos Advanced Modules: SQL, Schedule & Delivery, OLAP and API
Current Term Coverage dates: July 1, 2010 through June 30, 2011

1. Annual Fee:
   - $2,163.00 for Accounts Payable
   - $4,845.00 for FormFusion and optional modules
   - $6,474.00 for Argos and advanced modules
   *Following fee will be billed only once the file is developed and delivered to client:*
   - $2,000.00 for Payroll

2. Applicable Surcharge Rates:
   - $225 an hour for Professional Services

3. Help Desk Hours:
   - 8 a.m. to 8 p.m. EST. Monday through Friday
   - Closed all Federal holidays

4. Method of Transmitting Trouble Reports:
   1) Evisions Website Help Desk: helpdesk.evisions.com
   2) Email: helpdesk@evisions.com
   3) Telephone: (714) 824-5252 - Option 2 (Tech Support)

All prices shown are USD. Banner upgrades require 30 day advance notice to Evisions.
The Software Maintenance and Support Agreement between Evisions, Inc., a Nevada corporation ("Contractor"), and the  
Client indicated above consists of (1) this cover sheet; (b) the Terms and Conditions attached to this cover sheet as Exhibit A;  
and (c) the list of Covered Software attached hereto as Exhibit B (collectively, the "Agreement"). Hand  
written changes will void this Agreement.

Intending to be legally bound, the parties hereto have caused this Software Maintenance and Support Agreement to be  
executed by their duly authorized representatives. This agreement will supersede any previous Evisions Software Maintenance  
Upgrade/Support Agreements that may be on file.

771 Cliff Dr  
Santa Barbara, CA 93108  
Attention: Dan Watkins
CONTRACT BETWEEN
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
WORKFORCE INVESTMENT ACT SERVICES
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

This contract, entered into by and between the County of San Luis Obispo, a public entity in the State of California, (hereafter “County”) and Santa Barbara Community College District, an educational institution in the State of California (hereafter “Contractor”).

WITNESSETH:

WHEREAS, the County is the Workforce Investment Act (WIA) grant recipient for WIA and American Recovery and Reinvestment Act of 2009 (ARRA) funds in the San Luis Obispo County Local Workforce Investment Area (LWIA) of San Luis Obispo County, CA pursuant to 29 U.S.C. section 2832(d)(3)(B);

WHEREAS, the County has received Clean Energy Workforce Training Program (CEWTP) WIA and ARRA funding;

WHEREAS, the WIA/ARRA CEWTP specifically identified Santa Barbara Community College District as a collaborative partner in the delivery of WIA and ARRA-funded CEWTP services.

WHEREAS, the County has a need for CEWTP training services, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Contractor is specifically trained, experienced, and competent to perform such special services;

WHEREAS, this Contract was let in accordance with Workforce Investment Act (WIA) Regulation 20 CFR, Part 652 et al regarding Procurement;

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

1. **Scope of Services.** Contractor agrees to provide the Scope of Services set out in Exhibit A attached hereto and incorporated herein by reference.

2. **Compensation and Billing.** County shall compensate Contractor for performing said services in accordance with Exhibit B, attached hereto and incorporated by reference.

3. **Effective Date and Duration.** The effective date and duration of this contract shall be as specified on Exhibit C, attached hereto and incorporated herein by reference.

4. **General Conditions.** Contractor and County shall comply with all applicable provisions of the General Conditions in Exhibit D attached hereto and incorporated herein by reference.

5. **Special Conditions.** Contractor and County shall comply with all applicable provisions of the Special Conditions in Exhibit E attached hereto and incorporated herein by reference.
of the Special Conditions in Exhibit E attached hereto and incorporated herein by reference. In the event of conflicts between the provisions of the General Conditions and the Special Conditions, the provisions of the Special Conditions shall be controlling.

IN WITNESS WHEREOF County and Contractor have executed this contract on the last day and year herein set forth below.

CONTRACTOR
Santa Barbara Community College District, an educational institution in the State of California

[Signature]
Andreea Serban, Ph.D., Superintendent/President

7/22/10
Date

COUNTY OF SAN LUIS OBISPO
A public entity in the State of California

By: ________________________________
    Chair, Board of Supervisors

Dated: ________________________________

ATTEST

By: ________________________________
    County Clerk and Ex-Officio Clerk
    of the Board of Supervisors

Dated: ________________________________

APPROVED AS TO FORM AND LEGAL EFFECT:

WARREN R. JENSEN
COUNTY COUNSEL

By: ________________________________
    Deputy County Counsel

Dated: ________________________________
EXHIBIT A

CONTRACT BETWEEN
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
WORKFORCE INVESTMENT ACT SERVICES
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Services to Perform

1. Scope of Services:

Santa Barbara Community College District (SBCC) will provide services to eligible adults that will enhance the region’s ability to grow a green workforce. Services will be performed on the SBCC campus and off-site work locations within Santa Barbara County.

2. Service Specifications:

Contractor will provide the following special services:

a. Provide a three-hour workshop per semester to assist participants with application to the College, course enrollment and application for Board of Governors (BOG) Fee Waiver. The workshop will also be designed to provide the group leaders with the training they need to provide additional assistance to the WIA-eligible program participants to complete these processes. The workshop will take place at a mutually-agreeable time within one week prior to the start of each semester.

b. Student internship experience, in association with the Workforce Investment Board (WIB) and related partners.

c. Provide one-semester program in Green Building and Landscaping through courses that address the following topics:

1) Water use efficiency
2) Sustainable landscape maintenance
3) Sustainable landscape construction
4) Energy efficiency
5) Deconstruction
6) Sustainable material use

Departmental Awards will be provided to all students who complete the program.
The SBCC Construction Academy, in conjunction with the SBCC Environmental Horticulture Department, will provide training to eligible, enrolled students.

e. Address contextualized basic skills competencies, including the following:

1) Mathematics
2) Reading
3) Writing
4) Study skills
5) Communication
6) Professional presentation
7) Job-seeking skills
8) Work ethic

f. Provide additional support to enrolled students through the Cartwright Learning Resource Center, the Gateway Tutoring Center, Computer Labs, the Writing Center, the Math Tutorial Lab, the Tutorial Center and the Schall Career Center.

g. Provide monthly reports to the County on the “Monthly Reporting for American Recovery and Reinvestment Act (ARRA) Section 1512 Requirements” form as is required by the California Employment Development Department, the ARRA guidance, and the Department of Energy to include:

1) Types of SBCC jobs funded by ARRA funds including the job title, and job description of each.

2) Total SBCC staff hours worked and funded by the project (ARRA/WIA) funds including the staff name(s), job title(s), and hours worked for the report month.

3) Identifying all vendors paid by SBCC with project funds including: vendor name and vendor D-U-N-S number, or vendor name and nine digit zip code (zip code plus four) of the vendor’s headquarters, product and service description, and payment amount.

4) Addresses of all locations where project funded SBCC activities took place.

5) SBCC in-kind match as defined in grant application.

Reports are due for each month for which services have been paid.
h. Provide SBCC Construction Academy and Environmental Horticulture Departmental Skills Competency Awards in Green Building and Landscaping.

3. Performance Outcomes:

a. Contractor will serve one hundred-fifty (150) students. Students will be enrolled on the following basis: (1) approximately 24 students in the spring, 2010, (2) approximately sixty-two (62) students (two cohorts of 31) in fall 2010, and (3) approximately sixty-four (64) student (two cohorts of 32) in the spring 2011.

b. Contractor, in association with the Santa Barbara Youth Corps, will provide services designed to result in eighty percent (80%) of enrolled students completing the training program.

c. Contractor will provide services designed to result in seventy percent (70%) of enrolled students attaining a Departmental Award.
EXHIBIT B

CONTRACT BETWEEN
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
WORKFORCE INVESTMENT ACT SERVICES
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Compensation and Billing

1. Compensation: County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this contract, the following sums in the following manner:

a. The total payable under the terms of this contract shall not exceed three hundred seventy-nine thousand three hundred fifty-one dollars ($379,351) of the 2009-2010 and 2010-2011 program year funds pursuant to the project budget and budget narrative in Exhibit B-1, which is incorporated herein by reference.

b. Contractor shall be reimbursed for all necessary and reasonable costs incurred on behalf of the County within the limits obligated by the contract and established by the budget and budget narrative, Exhibit B-1. Any costs incurred by the Contractor over and above the sums obligated by the contract, or set out in the budget shall be at the sole risk and expense of the Contractor.

c. Contractor shall submit to the County, by the 10th of each month an itemized statement/invoice of services performed during that preceding period. The invoice shall include a monthly total and itemization of all costs in the format established by Exhibit B-1 and comply with WIA financial data as required by Federal and State expenditure reporting requirements, as outlined in Exhibit B-2.

Please use the last date of the service period as the invoice date. All fiscal reports and billing shall be submitted to Accounts Payable Unit, Department of Social Services, P.O. Box 8119, San Luis Obispo, CA 93403-8119.

d. The compensation shall be paid within fifteen (15) days after the receipt of an itemized statement from Contractor.

2. Amendment to Compensation

a. The Parties acknowledge that the Compensation as agreed upon herein is based on funding allocations established by the State, which may be adjusted during the program year. Further, the Parties acknowledge that in accordance with WIA provisions, funds from the prior WIA program years in an amount as yet undetermined may be carried-over into the current contract program years.
b. The Board of Supervisors expressly grants to the Director of Social Services (Director) the authority to amend this contract to approve additional Compensation, and corresponding expansion of Scope of Services, should additional funding become available through increased allocations and/or carry-over funds. All carry-over funds shall be awarded to Contractor. The Director may exercise his/her discretion in awarding additional 2008-2009 program year funds, provided that funds are used in accordance with WIA statute and regulations.

3. Budget Adjustments:

a. The Director must approve and execute amendments for budget adjustments to reallocate funds among budget categories contained in Exhibit B-1. Requests for budget adjustments must be in writing with a showing of good cause that advances the overall purpose of the contract.

b. The Board of Supervisors expressly grants to the Director the authority to approve said budget adjustments provided the change does not increase the maximum compensation of this contract or any other burden of the County under this contract.

c. Contractor must submit for approval to Director or designee all proposed budget adjustments to reallocate funds among line items in excess of twenty five percent (25%) of the total line item amount within the budget categories contained in Exhibit B-1.
EXHIBIT B-1

CONTRACT BETWEEN
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
WORKFORCE INVESTMENT ACT SERVICES
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES
PROJECT BUDGET FYS 2009-2010 and 2010-2011
November 1, 2009-June 30, 2011

AGENCY: Santa Barbara Community College District
GRANT CONTACT PERSON: Dr. Douglas Hersh
PHONE: (805) 965.0581, X-3625
PROJECT: Clean Energy Workforce Training Program
PROJECT BUDGET: $379,351

1. Line-Item Budget

<table>
<thead>
<tr>
<th>LINE ITEM AND LINE ITEM CATEGORY TOTALS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSONNEL</td>
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<tr>
<td>Staff Instructor Salaries</td>
<td>$110,034</td>
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<tr>
<td>Staff Benefits</td>
<td>$ 12,266</td>
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<tr>
<td>Staff Travel</td>
<td>$  8,778</td>
</tr>
<tr>
<td>Staff Development Costs</td>
<td>$ 19,913</td>
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<tr>
<td>TOTAL PERSONNEL COSTS</td>
<td>$150,991</td>
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<tr>
<td>NON-PERSONNEL COSTS</td>
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<tr>
<td>Operating Expenses</td>
<td>$ 34,289</td>
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<tr>
<td>Furniture and Equipment</td>
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<td>Consumable Testing and Instruction Materials</td>
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<td>Participant Supportive Services</td>
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<td>Contractual Services</td>
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<td>Indirect Costs</td>
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<td>Training Material Development Costs</td>
<td>$  22,000</td>
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<tr>
<td>Other</td>
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<td>TOTAL NON-PERSONNEL COSTS</td>
<td>$228,360</td>
</tr>
<tr>
<td>TOTAL PROGRAM COSTS</td>
<td>$379,351</td>
</tr>
</tbody>
</table>

2. Narrative Budget

A. Personnel Costs: $150,991
The total costs for personnel salary and benefits are $150,991. (Salary = 110,034, Benefits = 12,266, Staff travel = $8,778, Staff Professional Development = $19,913).

Staff instructor salaries, for a total of $110,034

Staff benefits, for a total of $12,266

Staff travel, which covers costs for transportation of SBCC staff for project planning meetings and professional development events, is estimated at $8,778

Staff professional development, which covers costs for SBCC staff to attend local, regional and state meetings related to program development and program monitoring, is estimated at $19,913

B. Operating costs: $228,360

Operational costs for Green Technology Summits for contractors, residents and workers, and for other operational needs are estimated at $34,289

Specialized equipment and modules for teaching green landscaping and construction is estimated at $30,000

Consumable goods and supplies for teaching and working with green technology are estimated at $80,000

SBCC supportive services for participants, including but not limited to application, enrollment and financial aid administrative support are estimated at $7,500

Contractual services including but not limited to a designer for outreach and promotional materials is estimated at $10,000

Administrative overhead/indirect costs assessed at a total of approximately 3.8% direct costs, for a total of $14,571

Training material development costs for specific items such as specialized software and applications are estimated at $22,000

Other costs, such as for testing and instructional materials including direct instructional resources, textbooks and supplies are estimated at $30,000

Exhibit B-1, Page 2 of 2
EXHIBIT B-2

CONTRACT BETWEEN
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
WORKFORCE INVESTMENT ACT SERVICES
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

WIA and ARRA Fiscal and Procurement Conditions

1. Availability of Funds.

It is understood that all funding is contingent upon the availability of federal funds and continued federal authorization for program activities, and is subject to amendment due to lack of funds or authorization. In the event federal funds are reduced or terminated, the financial participation of the County shall be reduced accordingly or terminated.

2. Budgetary Limitations.

The total cost to the County for the performance of this contract shall not exceed costs set forth in the Exhibits B & B-1. If at any time during the Contract period Contractor has reason to believe that the total cost to the County for the performance of this contract may exceed the budget, Contractor shall promptly notify the County in writing, giving the revised estimate of total cost and the reasons for the possible increase. Following negotiations between the County and Contractor, a modification may be effected as necessary, to revise the budget. The same practice shall be followed if Contractor anticipates that the total cost will be less than eighty percent of the amount shown on the budget.

3. Allowable Costs.

To be allowable, a cost shall be necessary and reasonable for the proper and efficient administration of the program, be allocable to the program and, except as provided herein, not be a general expense required to carry out the overall responsibilities of Contractor. Costs charged to the program shall be accorded consistent treatment through application of generally accepted accounting principles appropriate to the WIA and ARRA programs.

Personnel and related non-personnel costs of Contractor, including project directors, that perform services or activities that benefit two or more of the cost objectives may be allocated to the benefitting cost objectives based on documented distributions of actual time worked and related costs.

Whether a cost is charged as a direct cost or as an indirect cost shall be determined in accordance with the descriptions of direct and indirect costs contained in the OMB Circulars identified in DOL's regulations at 29 CFR 97.22(b).
Costs of another Federal grant, WIA program, ARRA program, or cost category may not be shifted to this contract to overcome fund deficiencies, avoid restrictions imposed by law or the contract, or for other reasons.

Costs identified as not being necessary and/or reasonable may be questioned and/or disallowed by the County, the California Employment Development Department, the US Department of Labor or their representatives.

For the performance of this contract, the County shall pay Contractor the costs as approved by the County in this contract, allowable in accordance with current rules and regulations for WIA, and procurement and fiscal standards as set forth in 29 CFR Subtitle A Part 95 and Part 97, OMB Circulars, A-21 Cost Principles for Educational Institutions, A-87 Cost Principles for State, Local and Indian Tribal Governments; A-122 Cost Principles for Non-Profit Organizations; and 48 Code of Federal Regulations (CFR) Part 31 Contract Cost Principles and Procedures and which prescribe cost principles to be used in determining allowable WIA costs. Contractor shall be paid only those costs incurred in compliance with this contract and federal regulations.

The County is responsible for controlling, monitoring, and reporting all WIA and ARRA expenditures within the local Workforce Investment Area. Therefore, review and approval for payments to Contractor are required by the County prior to payment of WIA and ARRA funds.

4. **Accounting System.**

Contractor shall establish and maintain a financial management system which complies with the applicable standards prescribed in OMB Circulars A-21, A-87, A-122, and 29 CFR Subtitle A Part 95 and 97, and provides for:

a. Accurate, current, and complete disclosure of the financial results of contract activities.

b. Ability to identify adequately the source and application of contract funds.

c. Effective control over and accountability for all contract funds.

d. Comparison of actual contract expenditures or earnings with budgeted amounts.

e. Accounting records that are supported by source documentation and which provide for proper allocation of costs where applicable.

f. Fiscal accounts maintained in a manner sufficient to permit the reports required by the County to be prepared there from.

g. Submission of completed Financial Reports to the County no later than the tenth day of each month during the period covered by this contract to report accrued expenditures.
h. Contractor shall report program outlays on an accrual basis. If Contractor’s accounting records are not normally kept on the accrual basis, Contractor shall develop such accrual information through an analysis of the documentation on hand.

i. If Contractor requests payments from the County based on unpaid liabilities (accruals), it must disburse the cash requested immediately upon receipt.

5. Segregation of Funds.

Contractor shall be required to ensure that funds received under this contract are accounted for separately with respect to other funds of Contractor.

6. Management and Disposition of Personal Property.

Nonexpendable personal property, including equipment, purchased in whole or in part from funds provided under this contract shall be managed in accordance with requirements specified at 29 CFR Part 97. Upon request, Contractor shall furnish the County with an inventory of nonexpendable personal property so purchased. Said inventory shall be kept current by Contractor.

7. Use of Property by Employers.

Services, facilities, or equipment funded under this contract may be used, as appropriate, on a fee-for-service basis, by employers in a local area in order to provide employment and training activities to incumbent workers—a) when such services, facilities, or equipment are not in use for the provision of services for eligible participants under this contract; b) if such use for incumbent workers would not have an adverse affect on the provision of services to eligible participants under this contract; and c) if the income derived from such fees is used to carry out the programs authorized under this title (See Section 135, Program Income).

8. Special Limitation on Property or Equipment Purchase, Lease or Rental.

No nonexpendable equipment shall be purchased under this contract that has not been specified in the budget. Property or equipment, including purchased software, with a unit purchase, lease or rental price of $1,000 or more, of which a percentage of the cost is funded with WIA funds, shall not be purchased unless specific written approval is granted by the County. The County is responsible for ultimate disposition of such property. These items will be tracked on the property inventory. A physical inventory will be conducted at least once every two years. Nonexpendable personal property having a fair market value of $5,000 or more may be disposed of only in accordance with federal regulations.

a. The purchase of real property with WIA funds is prohibited.

b. Rental costs are allowable to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property; market conditions in the area;
alternatives available; the type, life expectancy, condition and value of the property leased. Rental costs under sale and leaseback arrangements are allowable only up to the amount that would be allowed had the organization or governmental unit continued to own the property.

c. Rental costs under less- than - arms- length leases are allowable only up to the amount that would be allowed had title to the property vested in the organization or governmental unit. A less- than -arms- length lease is one under which one party to the lease is able to control or substantially influence the actions of the other. Such leases include but are not limited to: (1) divisions of the same organization or governmental unit; (2) organizations under common control through common officers, directors, or members; and (3) an organization and a director, trustee, officer or key employee of the organization or his immediate family either directly or through corporations, trusts, or similar arrangements in which they hold a controlling interest; or (4) in the case of a state or local governmental unit, they create an authority or similar entity to acquire and lease the facilities to the governmental unit and other parties.

9. Special Limitation on Salary Costs.

Salaries shall be paid only as specified in the contract budget. Changes to salaries identified in the contract budget must receive prior written approval of the County. No classification of positions may be utilized that is not included in the budget.

10. Program Income.

a. Program income is defined as earnings realized from grant supported activities. Such earnings may include but are not limited to income from service fees, conferences, sale of commodities, interest earned, rental fees, revenues in excess of expenditures realized from a fixed unit or performance based contract.

b. A Contractor may retain any program income earned only if such income is added to the funds committed to the particular WIA and/or ARRA program under which it was earned and such income is used for WIA and/or ARRA purposes and under the terms and conditions applicable to the use of those funds.

c. When the cost of generating program income has been charged to the program, the gross amount earned must be added to the WIA and/or ARRA program. However, the cost of generating program income must be subtracted from the amount earned to establish the net amount of program income available for use under the contract when these costs have not been charged to the WIA or ARRA program. Any excess revenue over costs incurred for services provided by a governmental or non-profit entity must be included in program income.

d. Contractor shall disburse program income and interest earned on such funds before requesting additional cash payments.
e. If the Contractor is unable to use program income it shall return all unused program income funds to the County on or before submission of the final financial report for the funding period of the program year to which the earnings are attributable.

f. All expenditures of program income are subject to audit. Contractor shall ensure that its own financial systems provide fiscal control and accounting procedures that permit the tracing of program income.

11. Repayments.

Contractor agrees to repay to the County amounts found not to have been expended in accordance with this contract.


a. Contractor shall make reports to the County as required in the "Statement of Work."

b. The County may monitor the financial records any time during the contract period. Payments to Contractor may be subject to adjustment for amounts that are found on the basis of such monitoring to constitute costs not allowable under the contract or found to be excess reimbursement.

c. Applicable credits such as rebates, discounts, refunds, and overpayment adjustments, as well as interest earned on any of them, shall be credited as a reduction of costs if received during the same funding period that the cost was initially charged. Credits received after the funding period shall be returned to the County.

d. Contractor agrees to complete a close-out package for the period of the contract within 30 days after the ending date and within 30 days after the end of the first program year if the contract is in operation during two program years.

13. Records and Reports.

a. Contractor shall keep records that are sufficient to permit the preparation of reports required by this contract and to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully. In order to allow for the preparation of reports, recipients shall maintain standardized records for all individual participants. Contractor agrees to submit reports regularly in accordance with the requirements set forth in the Statement of Work.

b. Reported expenditures and program income, including any profits earned, must be on the accrual basis of accounting.
c. Contractor shall keep and maintain records that accurately reflect the provision of services to program participants, and agrees to submit reports regularly in accordance with the requirements set forth in the Statement of Work.


a. Contractor shall maintain all records pertinent to this contract for a period of five (5) years subsequent to final payment under this contract. Such records may be required to be retained beyond said period if an audit has begun but is not completed, or if audit findings have not been resolved at the end of the required retention period. In such cases, the records shall be retained until resolution of the audit findings.

b. Records for nonexpendable property shall be retained for a period of five (5) years after final disposition of the property.

c. In the event that Contractor dissolves its organization prior to the required retention period, it shall transfer required records to the County for continued retention.

15. Right to Record Access.

In order to evaluate and review programs of the WIA and ARRA, the United States Department of Labor, and the County shall have access to and the right to copy any books, accounts, records, correspondence, or other documents pertinent to such programs that are in the possession, custody or control of Contractor, except where prohibited by law or regulation. Contractor shall not disclose identifying work and training contract or client information, with the exception of confirmation of a client's participation in the WIA and ARRA program, to entities other than those specified above, unless such disclosure is necessary to further a valid purpose of the State of California WIA or ARRA program.

In addition, the County, the US Department of Labor (including the Department of Labor's Office of the Inspector General), and the Comptroller General of the United States, or any of their authorized representatives, have the right of timely and reasonable access to any books, documents, papers, computer records, or other records of the Contractor that are pertinent to the contract, in order to conduct audits and examinations, and to make excerpts, transcripts, and photocopies of such documents. This right also includes timely and reasonable access to Contractor personnel for the purpose of interview and discussion related to such documents.

The right of access in this section is not limited to the required retention period but shall last as long as the records are retained.


a. Monitoring:
1) The County shall be responsible for assuring that monitoring requirements are met with respect to funds received for Contractor activities.

2) Contractor shall be responsible for assuring that monitoring requirements are met with respect to funds subcontracted to providers of programmatic services.

3) A programmatic and fiscal monitoring shall be performed at least annually of providers.

4) Compliance monitoring shall include reviews of compliance with the Act and Regulations, and where applicable, financial management systems, procurement procedures, program management procedures, record keeping procedures, participant activities and treatment, performance of contract terms, corrective action processes and performance of eligibility verification functions.

5) At any time during the period of the contract or the required retention period, all records pertinent to this contract shall be made available by the Contractor to the County, the State of California, the U. S. Department of Labor, the Comptroller General of the United States, or any of their authorized representatives for examination and review. Contractor shall, upon request of said parties, furnish all documents, reports, forms, invoices, ledgers, and other supporting data pertinent to activities covered under this contract in connection with audits, monitoring activities, or contract management activities.

6) The County will provide Contractor with advance written notice prior to conducting the program review and compliance audit.

b. Audit: Each Contractor is required to have an independent organizational audit. This audit shall be performed by a licensed CPA firm. The guidelines for the independent audit are:

1) State and local governments, institutions of higher education, hospitals, and non-profit organizations are subject to the requirements of OMB Circular A-133 for the conduct of their own audits. The audit shall encompass the entire organization.

2) Private-for-profit and commercial organizations shall have an audit in accordance with the American Institute of Certified Public Accountants' Audit and Accounting Guide that expend $500,000 or more a year in total Federal funding must have either:

a) A program specific annual independent financial and compliance audit conducted and prepared in accordance with generally accepted government auditing standards; or
b) An organization-wide audit that includes coverage of the WIA program within its scope. WIA funds can only be used to pay for the WIA portion of the audit.

3) Audits shall be performed annually unless Contractor is a non-profit organization that has conducted biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995. For those Contractors, audits may continue on a biennial basis and include the two year period in the scope of the audit.

4) The audit shall be completed and shall be submitted to the County within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit. Unless restricted by law or regulation, the audited shall make copies available for public inspection.

The County shall also be notified promptly of any findings and determinations made by their cognizant agency.

17. **Systems Evaluation.**

The County or his/her designee shall have the right to evaluate both the management and financial systems of Contractor to ascertain that there is compliance with all of the provisions contained in this contract. In determining the adequacy of these systems, the County shall utilize his/her own staff or arrange for an independent certified public accounting firm to: (a) survey Contractor's system to obtain information through discussion, inquiry and observation of what the system is stated to be; (b) appraise the adequacy of the system in terms of standards prescribed herein; (c) select a number of transactions and trace them through the records to ascertain whether the system is actually followed and is effective; and (d) interview Contractor staff members to determine management and organizational needs.
EXHIBIT C

CONTRACT BETWEEN
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
WORKFORCE INVESTMENT ACT SERVICES
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Effective Date and Duration

1. **Effective Date:** The effective date of this contract is November 1, 2009. The County of San Luis Obispo shall be the last to sign this contract and any amendments thereto. All obligations imposed on both parties shall be binding on both parties commencing on the effective date and shall remain in effect until satisfied by performance.

2. **Term:** Unless terminated earlier, pursuant to the provisions of this contract, the term of this contract shall be from its effective date until June 30, 2011.
EXHIBIT D

CONTRACT BETWEEN
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
WORKFORCE INVESTMENT ACT SERVICES
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

General Conditions

1. Independent Contractor.

Contractor is an independent contractor of the County. Nothing in this Contract shall be construed as creating an employer-employee relationship, partnership, or a joint venture relationship. Nothing in this Contract authorizes or permits the County to exercise direction or control over the professional manner in which Contractor provides services. Contractor’s services shall be provided in a manner consistent with all applicable standards and regulations governing such services.

2. No eligibility for fringe benefits.

Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.


The Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed under the Federal, State, and Local laws and regulations applicable to the provision of services herein.

4. Warranty of Contractor – Compliance with all Laws.

The Contractor warrants that Contractor shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all Federal, State, and local laws and rules and regulations, made pursuant to such laws, which in any way affect the conduct of work under this contract. If any conflict arises between provisions of the scope of work or specifications in this contract and any law, then the Contractor shall immediately notify the County in writing.

Exhibit D, Page 1 of 8
5. **Power and Authority of Contractor.**

If the Contractor is a corporation, contractor represents and warrants that it is and will remain, throughout the term of this contract, either a duly organized, validly existing California corporation in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation in good standing in the state of incorporation and authorized to transact business in the State of California.

6. **Non-Assignment of Contract.**

Inasmuch as this contract is intended to secure the specialized services of the Contractor, Contractor shall not delegate, assign, or otherwise transfer in whole or in part its rights or obligations under this contract without the prior written consent of County. Any such assignment, transfer, or delegation without the County’s prior written consent shall be null and void.

7. **Entire Agreement and Modifications.**

This contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this contract, Contractor relies solely upon the provisions contained in this contract and no others.

8. **Governing Law.**

This contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions.

9. **Equipment and Supplies.**

Unless otherwise precluded by local, State or Federal statute or regulation, if the project budget for this project includes purchase of any equipment or supplies which have a useful life exceeding beyond the termination date of this project, the Contractor agrees that said equipment and supplies will be transferred over to the County at the conclusion of this project, unless the County consents to a renewal or extension of the same or some similar project by the Contractor utilizing the same equipment and/or supplies.

10. **Waiver.**

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid
unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

11. Severability.

The Contractor agrees that if any provision of this contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this contract so as to affect the original intent of the parties as closely as possible.


Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.


All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

Leland Collins, Director
Department of Social Services
P.O. Box 8119
San Luis Obispo, CA 93403

and to the Contractor at:

Andreea Serban, Superintendent/President
Santa Barbara Community College District
721 Cliff Drive
Santa Barbara, CA 93109-2394

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; three (3) in the case of mailing, on the third business day following posting.
14. **Headings.**

The headings contained in this contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this contract.

15. **Signatory Authority.**

Contractor warrants that it has full power and authority to enter into and perform this contract, and the person signing this contract warrants that he/she has been properly authorized and empowered to enter into this contract.

16. **Indemnification.**

Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Contractor/Consultant, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnification will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

17. **Insurance.**

Contractor, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. All of the insurance companies providing insurance for Contractor/Consultant shall have, and provide evidence of, an A.M. Best & Co. rating of A VII or above, unless exception is granted by Risk Manager, and be authorized to do business in the State of California. Further, all policies shall be maintained for the full term of this Agreement and related warranty period if applicable.

a. Scope and Limits of Required Insurance Policies

1) **Commercial General Liability.** Policy shall include coverage at least as broad as set forth in Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001) with policy limits of not less than one million dollars ($1,000,000.00) combined single limit per occurrence. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

a) The County of San Luis Obispo, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
b) The insurance provided herein shall be considered primary coverage to the County of San Luis Obispo with respect to any insurance or self-insured retention maintained by the County. Further, the County's insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.

c) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of San Luis Obispo.

2) **Business Automobile Policy.** Policy shall include coverage at least as broad as set forth in the liability section of Insurance Services Office Business Auto Coverage (Form CA 0001) with policy limits of no less than one million dollars (1,000,000.00) combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

a) The County of San Luis Obispo, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

b) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of San Luis Obispo.

3) **Workers’ Compensation/Employer’s Liability Insurance.**

a) Workers’ compensation policy shall provide statutory limits as required by State of California. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

(1) Contractor and its insurer shall waive all rights of subrogation against the County, its officers and employees for workers’ compensation losses arising out of this contract.

(2) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of San Luis Obispo.

b) Employer’s liability policy shall provide one million dollars ($1,000,000.00) per accident for bodily injury or disease.
b. Deductibles and Self-Insurance Retentions. All deductibles and/or self-insured retentions which apply to the insurance policies required herein will be declared in writing and approved by the County prior to commencement of this contract.

c. Documentation. Prior to commencement of work and annually thereafter for the term of this contract, Contractor will provide to the County of San Luis Obispo properly executed certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this contract. Further, at the County’s request, the Contractor shall provide copies of endorsements and certified copies of the insurance policies within thirty days of request.

d. Absence of Insurance Coverage. County may direct Contractor to immediately cease all activities with respect to this contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage levels at or above the limits specified in this contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor’s delay and expense.

18. Non-Appropriation of Funds.

In the event that the term of this contract extends into fiscal years subsequent to that in which it was approved, continuation of the contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or, if applicable, provision of State or Federal funding source. If County notifies Contractor in writing that the funds for this contract have not been appropriated or provided, this contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this contract, and the Contractor shall not be obligated to perform any provisions of this contract or to provide services intended to be funded pursuant to this contract. If partial funds are appropriated or provided, the County shall have the option to either cancel this contract with no liability to the County or offer a contract amendment to the Contractor to reflect the reduced amount.


Neither the County nor the Contractor shall be deemed in default in the performance of the terms of this contract if either party is prevented from performing the terms of this contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this contract.
20. **Fiscal Controls.**

Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the *Auditor-Controller Contract Accounting and Administration Handbook* (Handbook), which contains the minimum required procedures and controls that must be employed by Contractor’s accounting and financial reporting system, and which is incorporated herein by reference. In addition, Contractor shall adhere to the Cost Principles as described in the Office of Management and Budget (OMB) Circular A-21, A87, and/or A-122. If there is any conflict between the requirements or standards of the Handbook and the requirements or standards of the aforementioned OMB Circulars, Contractor shall comply with the more stringent of the two. Contractor shall require subcontractors to adhere to the Handbook/OMB for any services funded through this contract, unless otherwise agreed upon in writing by County.


b. The Office of Management and Budget (OMB) circulars are available at [http://www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars).

21. **State Audit.**

Pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars ($10,000) is subject to examination and audit of the State auditor for a period of three years after final payment under the contract. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit.

22. **Nondisclosure.**

All reports, information, documents, or any other materials prepared by Contractor under this contract are the property of the County unless otherwise provided herein. Contractor shall not disclose such reports, information, documents and other materials without County’s prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make sole decision whether and how to release information according to law.

23. **Conflict of Interest.**

Contractor acknowledges that Contractor is aware of and understands the provisions of sections 1090, et.seq., and 87100, et. seq., of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this contract. Contractor agrees to comply with applicable requirements of Government Code section 87100, et. seq., during the term of this contract.
24. **Immigration Reform and Control Act.**

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with ICRA and shall ensure that any subcontractors hired by Contractor to perform services under this contract are in compliance with IRCA.

25. **Third Party Beneficiaries.**

It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement, shall be strictly reserved to County and Contractor. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.

26. **Tax Information Reporting.**

Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.
EXHIBIT E

CONTRACT BETWEEN
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
WORKFORCE INVESTMENT ACT SERVICES
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Special Conditions

1. Past Services Included.

The County Board of Supervisors specifically acknowledges that in anticipation of execution of this contract, services within the scope of this contract may have been provided in reliance on assurances that this contract would be entered into. These services would have been rendered from November 1, 2009 to the date the Board of Supervisors executed this contracted and were intended in the best interest of the public welfare. The Board of Supervisors expressly authorizes payment for those services at the same rates and under the same terms and conditions as stated in this Contract.

2. Accounting for Travel and Lodging.

In the event that the scope of services expressly contemplates payment for travel and lodging, these costs must be reasonable and in no event shall exceed levels allowed for WIA supported activities as allowed by subchapter 1 of chapter 57 of title 5 United States Code, and federal regulations applicable thereto, including 41 CFR 301, et seq.

3. Record keeping and reporting of services.

Contractor shall:

a. Keep complete and accurate records for each client served pursuant to this contract, which shall include, but not be limited to, performance measures, evaluation studies, and records of services provided by various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services without prior notice. Such records shall comply with all applicable Federal, State, and County record maintenance requirements, and WIA and ARRA Recordkeeping and Inspection of Records as outlined in Exhibit E-1.

b. Contractor shall submit program/service reports quarterly to County by the 20th of the month succeeding the quarter with which the report is concerned. Contractor is encouraged to use the reporting form provided by the County. The report shall describe the goals for the services being performed, a means to measure them, progress in meeting the goals, major incidents, and anticipated obstacles in achieving performance goals in the future. Reports shall be submitted to Trish Avery Caldwell, Department of Social Services, P.O. Box 8119, San Luis Obispo CA 93403-8119.

Exhibit E, Page 1 of 6
4. **Power to Terminate.**

The Director of Social Services may effectuate termination of this contract without the need for action, approval, or ratification by the Board of Supervisors.

5. **Termination for Cause.**

a. If the County determines there has been a material breach of this contract by Contractor that poses a threat to health and safety, the County may immediately terminate the contract.

b. For all other material breaches of this contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) days from the date of the written notice, County may terminate the contract. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this contract. Material breach shall include, but not be limited to:

1) Contractor fails to perform its duties to the satisfaction of the County; or

2) Contractor fails to fulfill in a timely and professional manner its obligations under this contract; or

3) Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or

4) Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or

5) Contractor has not, to the satisfaction of the County, documented services provided by Contractor, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payers or Federal or State funding agencies; or

6) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage.

c. All obligations to provide services shall automatically terminate on the effective date of termination.

d. In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Contractor, which costs may include, but are not limited to, reasonable costs incurred by County in
6. **Termination for Convenience.**

Either party may terminate this contract at any time by giving to the other party at least thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

7. **Warranty of Contractor re: Facilities.**

Contractor shall obtain and maintain for the duration of this contract, appropriate licenses, permits and certificates required by all local State and Federal mandates applicable to the facilities used for performance of this contract.

8. **Compliance re: Social Service Laws.**

a. Contractor agrees to abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Workforce Investment Act (WIA), American Recovery and Reinvestment Act of 2009 (ARRA), the Health and Safety Code, the California Code of Regulations, the Code of Federal Regulations, and the Health Insurance Portability and Accountability Act. This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all client’s rights provisions are satisfied, and maintaining the confidentiality of client records.

b. Contractor acknowledges that breach of Welfare and Institutions Code Section 10850 may be a criminal offense.

9. **Compliance re: Nondiscrimination.**

a. State of California, Social Services Policy Compliance.


2) The purpose of said policy is to effectuate the provisions of the following laws: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title II of the Americans With Disabilities Act of 1990; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended; and California Civil Code, section 51, et seq., as amended; California Government Code, section 11135, et seq., as amended; and California Government Code, section 4450; and other applicable Federal and State laws and their
implementing regulations to ensure that the administration of public assistance and social services programs are nondiscriminatory, and that no person shall, because of race, color, national origin, political affiliation, religion, marital status, sex, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal or State financial assistance.

Administrative methods/procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of the regulations, are prohibited.

3) Contractor agrees to compile data, maintain records and submit reports as required to permit effective enforcement of nondiscrimination laws, rules and regulations. The data elements specifically required by this section refer to primary language and ethnic groups of participants/applicants. California Department of Social Services (CDSS), federal government personnel, and the County reserve the right to review records, books and accounts as needed to ascertain compliance and reserve the right to pursue legal remedy and/or sanction for compliance failures.

b. No Discrimination in Level of Services. As a condition for reimbursement, Contractor shall provide to and ensure that clients served under this contract receive appropriate services regardless of status or source of funding.

10. Assurances and Certifications.

Except as otherwise indicated, the following certifications apply to all sub-grantees.

a. State of California Standards: Contractor recognizes and acknowledges that it is a sub-grantee to the County's Sub-grant Agreement with the State of California Employment Development Department (EDD) for the Workforce Investment Act (WIA). As required by the terms of said agreement, Exhibit BB, paragraph 2., section a) through p), attached as Exhibit E-2 are incorporated herein by reference. To the extent applicable to Contractor as County's sub-grantee, Contractor shall comply with the terms and conditions provided therein. Any breach of said terms shall be considered a material breach of this contract.

b. Copyrights: The application of this clause is limited to those awards that involve the use or development of copyrighted materials. Contractor shall comply with
copyright regulations cited in the Code of Federal Regulations (Title 29, Labor, part 97, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Subpart C – Post-Award Requirements, section 97.34, Copyrights).

The Federal awarding agency, State of California and County reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government, State, or County purposes:

1) The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant, and

2) Any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

c. Certifications: Upon execution of this agreement, Contractor shall execute “Certification Regarding Debarment, Suspension and other Responsibility Matters” and “Drug-Free Workplace Certification” which shall be provided to Contractor by County.


Contractor recognizes and acknowledges that as a sub-grantee to the County’s Sub-grant Agreement with EDD for Clean Energy Grant funded projects sub-grantee shall comply with American Recovery and Reinvestment Act of 2009 (ARRA) provisions and Special Federal Funding Provisions attached as Exhibit E-4 and incorporated herein by reference. To the extent applicable to Contractor as County’s sub-grantee, Contractor shall comply with the terms and conditions provided therein. Any breach of said terms shall be considered a material breach of this contract.


Contractor shall establish a grievance process for clients served under this contract. All clients must be advised of the process with written material readily available upon request.
13. **California Title 24, Energy Standards.**

Contractor recognizes that the State of California Administrative Code, Title 24 contains mandatory standards and policies relating to energy efficiency in the state energy conservation plan, and recognizes it may have applicability to Contractor.

14. **Compliance re: Environmental Laws.**

For contracts in excess of $100,000 Contractor shall comply with Section 306 of the Clean Air Act (42 U.S.C. section 1857(h)), Section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 C.F.R. Part 15).

15. **Disentanglement.**

Contractor warrants that in the event of any expiration or termination of this Contract, Contractor will take all actions necessary to accomplish a complete and timely transition to the County, or to any replacement provider, of the Services being terminated (a “Disentanglement”) without any material impact on the Services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide County with all information regarding the Services or is otherwise needed for Disentanglement.

16. **Code of Ethics and Conflicts.**

Contractor acknowledges that Contractor is aware of and understands the provisions of 20 Code of Federal Regulations section 667.200(a)(4) and agrees to comply with applicable requirements during the term of this contract.
EXHIBIT E-1

CONTRACT BETWEEN
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
WORKFORCE INVESTMENT ACT SERVICES
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

WIA and ARRA Recordkeeping and Inspection of Records

The Contractor shall retain backup source documentation for audit purposes, and make the documentation available to the Sub-grantor, its designees, the Energy Commission and the Federal government upon request. In accordance with 10 CFR Part 600: Department of Energy (DOE) Financial Assistance Regulations, the Contractor’s accounting records must be supported by documentation that includes but is not limited to cancelled checks, paid bills, payrolls, time and attendance records, and contract and sub-grant award documents. The Contractor agrees to maintain records that directly pertain to, and involve transactions relating to, this Agreement for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor shall include appropriate provisions in each of its sub-awards to secure adequate backup documentation to verify all Contractor and vendor services and expenses invoiced for payment under this Agreement.

In accordance with American Recovery and Reinvestment Act of 2009 (ARRA) Sections 902, 1514 and 1515, the Contractor agrees that it shall permit the State of California, the United States Comptroller General or his representative, or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this Agreement; and (2) interview any officer or employee of the Contractor or any of its sub-grantees or vendors regarding the activities funded with funds appropriated or otherwise made available by ARRA. The Contractor shall include this provision in all of its agreements with its sub-grantees, and vendors from whom it acquires goods or services in its execution of ARRA-funded work.

a. All sub-awards shall contain the following:

Provisions recognizing the applicability of the funding limitations of Title 10 of the Code of Federal Regulations (CFR) section 420.18, as modified by Section 9.7 of Exhibit 1 of the U.S. Department of Energy Funding Opportunity Announcement DE-FOA-0000052.

b. Confidentiality:

Neither the Contractor, its employees, or any tier of sub-grantees may disclose any record that has been designated as confidential or is the subject of a pending application of confidentiality, except as provided in 20 California Code of Regulations (CCR), Sections 2506 and 2507, unless disclosure is ordered by a court of competent jurisdiction (20 CCR, Sections 2501, et seq.). At the election of the Subgrantor, the Contractor’s employees, and any sub-grantee shall execute a “Confidentiality Agreement,” supplied by
the Energy Commission. Each sub-award shall contain provisions similar to the foregoing related to the confidentiality and nondisclosure of data.
EXHIBIT E-2

CONTRACT BETWEEN
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
WORKFORCE INVESTMENT ACT SERVICES
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Assurances and Certifications

Except as otherwise indicated, Contractor as a WIA grant sub-recipient shall adhere to all the following assurances and certifications.

a. Corporate Registration: The Contractor, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.

b. The Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 U.S.C. 12101 et seq.)

c. Sectarian Activities: The Contractor certifies that this sub-grant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.

d. National Labor Relations Board: The Contractor (if not a public entity), by signing this sub-grant agreement, does swear under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor’s failure to comply with an order of a federal court, which orders the Contractor to comply with an order of the National Labor Relations Board (PCC10296).

e. Prior Findings: Contractor, by signing this subgrant agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous sub-grant agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

f. Drug-Free Workplace Certification: By signing this sub-grant agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that 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:

1. 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.
2. Establish a Drug-Free Awareness Program as required to inform employees about:
   
a) the dangers of drug abuse in the workplace;

b) the person's or organization's policy of maintaining a drug-free workplace;

c) any available counseling, rehabilitation and employee assistance programs; and

d) the penalties that may be imposed upon employees for drug abuse violations.

3. Every employee who works on this sub-grant agreement will:
   
a) receive a copy of the company's drug-free policy statement; and

b) agree to abide by the terms of the company's statement as a condition of employment on the sub-grant/contract.

The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure or information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).

Debarment and Suspension Certification: By signing this sub-grant agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Sub-grantee will comply with regulations implementing Executive Order 12459, Debarment and Suspension, 29 CFR Part 98.510, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transitions by any federal department or agency.

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

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

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

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

i. Lobbying Restrictions: By signing this sub-grant agreement, the Contractor hereby assures and certifies to the lobbying restriction which are codified in the DOL regulations at 29 CFR Part 93.

1. No federal appropriated funds have been 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, 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, 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 attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this sub-grant agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

3. The undersigned shall require that the language of the lobbying restrictions be included in the award documents for sub-grant agreement transactions over $100,000 (per OMB) at all tiers (including sub-grant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

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

j. Priority Hiring Considerations: If this sub-grant includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by
k. Sweatfree Code of Conduct:

1. 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, 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. 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.

2. The Contractor agrees to cooperate fully in providing reasonable access to the Contractors’ records, documents, agents or employees, or premises if reasonably required by authorized officials of the Sub-grantor, the Department of Industrial Relations, or the Department of Justice to determine the Contractors’ compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.

l. Unenforceable Provision: In the event that any provision of this subgrant agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this subgrant agreement have force and effect and shall not be affected hereby.

m. Nondiscrimination Clause: The conduct of the parties to this subgrant agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated there under and the provisions of WIA, Section 188.

1. As a condition to the award of financial assistance from the Department of Labor under Title I or WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I – financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I - financially assisted program or activity, and to all agreements that grant applicant makes to carry out the WIA Title I - financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

2. This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the sub-grant agreement.

3. This Contractor agrees to conform to nondiscrimination provisions of the WIA and other federal nondiscrimination requirements referenced in 29 CFR, Part 37.

Indemnification:

1. The following provision applies only if the Contractor is a governmental entity:

Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

2. The following provision applies only if the Contractor is a non-governmental entity:

The Contractor agrees to the extent permitted by law, to indemnify, defend and save harmless the Sub-grantor, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials, persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Contractor in the performance of this sub-grant agreement.

Failure to comply with all requirements of the certifications in Section 2 may result in suspensions of payment under this sub-grant agreement or termination of this sub-grant agreement or both, and the Contractor may be ineligible for award of future state sub-grant agreements/contracts if the department determines that any of the following has occurred: (1) false information on the certifications, or (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.
o. Salary and Bonus Limitations: In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading “Employment and Training” that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

p. Clean Air and Water Act: For sub-grants in excess of $100,000, compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 {h}); Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR 15, revised as of July 1, 1989).
EXHIBIT E-3

CONTRACT BETWEEN
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
WORKFORCE INVESTMENT ACT SERVICES
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Assurances and Certifications

Except as otherwise indicated, Contractor as an American Recovery and Reinvestment Act of 2009 (ARRA) grant sub-recipient shall adhere to all the following assurances and certifications.

a. Purposes and Principles: In accordance with the intent of the ARRA, funds must be spent expeditiously and effectively, with full transparency and accountability in the expenditure of funds. The ARRA provides more than an injection of workforce development resources into communities in need across the country. The significant investment of stimulus funds presents an extraordinary and unique opportunity for the workforce system to accelerate its transformational efforts and demonstrate its full capacity to innovate and implement effective One-Stop service delivery strategies. As the Contractor plans how their One-Stop systems will make immediate use of the ARRA funds, the U.S.
e. Reporting: Program Management and Financial Expenditure: Accountability guidelines for the ARRA emphasize data quality, streamlining data collection, and collection of information that shows measurable program outputs. The ARRA also emphasizes transparency and frequent communication with the American public about the nature of the ARRA investments. Accordingly, the ETA is developing reporting guidelines that will minimize any new collection burdens yet provide timely accurate accounting of system performance and outcomes. The Contractor shall collect and report information as required by the County.

f. Applicable Authority: ARRA funds provided under this sub-grant agreement addendum must be expended in accordance with all applicable federal statutes, regulations, policies, and guidance, including those of the ARRA of 2009 and the Workforce Investment Act of 1998 [as presently in effect and as may become effective during the terms of this Agreement]. In addition, the ARRA funds must be spent in accordance with the applicable approved WIA State plan including approved modifications and amendments to the plan and with applicable approved WIA Local plan including approval modifications and amendments to the plan.

g. Veterans' Priority Provisions: ARRA funds, as with the WIA funds that they supplement, funded by the U.S. Department of Labor, are subject to the provisions of the “Jobs for Veterans Act” (JVA), Public Law 107-288 (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132. The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. In addition, in accepting these ARRA funds, the Contractor assures that they will comply with the Veterans’ Priority Provisions established by the Jobs for Veterans Act (38 USC 4215).

h. General Provisions of ARRA, as applicable: The following clauses are specific to usage of ARRA funds and are intended to supplement, not replace any existing terms and conditions.

Wage Rate Requirements: Subject to further clarification issued by the Office of Management and Budget (OMB) and notwithstanding any other provisions of law and in a manner consistent with other provisions of the ARRA, all laborers and mechanics employed by Contractor on projects funded directly by or assisted in whole or in part by and through the Sub-grantor pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 16064)

Whistleblower Protection: Each Contractor and their sub-recipients awarded funds made available under the ARRA shall promptly refer to the Grantor Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub Recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or
has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. (ARRA Sec. 1553)

Buy American – Use of American Iron, Steel, and Manufactured Goods: None of the funds appropriated or otherwise made available by the ARRA may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. See ARRA Section 1605 – Buy American Requirements. NOTE: WIA Title I prohibition on construction, in accordance with 20 CFR 667.260, remains applicable to Contractors.

i. Acceptance of Addendum: The Contractor’s expenditure of any funds properly sub-granted hereunder constitutes acceptance of the ARRA fund award, including any new or additional terms and conditions as may be attached hereto.
EXHIBIT E-4

CONTRACT BETWEEN
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
WORKFORCE INVESTMENT ACT SERVICES
AND
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Under the American Recovery and Reinvestment Act of 2009 (ARRA) and
General Federal Provisions

The term “vendor” refers to those entities defined as much by OMB A-133. Contractor and any
of its Subgrantees are subject to all terms below. Vendors are subject only to the terms below
which reference vendors.


   The Office of Management and Budget (OMB) Circulars, Federal regulations, and
guidelines checked below are incorporated as part of this Agreement. These Terms and
Conditions and any Special Conditions take precedence over the circulars, regulations,
and guidelines checked below. OMG Circulars may be accessed on the OMG web site at
www.whitehouse.gov/omg/circulars/index.html or by calling the Office of
Administration, Publications Office, at (202) 395-7332. Federal Regulations may be

   The Contractor must include in its sub-awards the provisions below that apply to the
particular organization concerned.

   ✗ Title 10 Code of Federal Regulations (CFR) Part 600: Department of Energy
   (DOE) Financial Assistance Regulations

   □ Title 48 Code of Federal Regulations (CFR), Ch. 1, Subpart 31.2: Contracts with
   Commercial Organizations (Supplemented by 48 CFR, Ch. 9, Subpart 931.2 for
   Department of Energy grants) (commercial firms and certain non-profit
   organizations)

   ✗ Title 10 Code of Federal Regulations (CFR) Part 420: State Energy Program as
   modified by Section 9.7 of Exhibit 1 of the U.S. Department of Energy Funding
   Opportunity Announcement DE-FOA-0000052.

   ✗ State Energy Program Funding Opportunity Announcement DE-FOA-0000052,
   CDFA Number 81.041 (https://www.fedconnect.net/FedConnect/)

   □ OMG Circular A-102: Common Rule for Uniform Administrative Requirements
   for Grants and Cooperative Agreements to State and Local Governments
OMG Circular A-110: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (also applicable to private entities)

☐ OMG Circular A-87: Cost Principles for State, Local and Tribal Governments

☐ OMG Circular A-21: Cost Principles for Educational Institutions

☒ OMG Circular A-122: Cost Principles Applicable to Grants, Contracts, and Other Agreements with Non-Profit Organizations (non-profit organizations and individuals, except for those specifically exempted)

☒ OMG Circular A-133: Audits of States, Local Governments, and Non-Profit Organizations

☐ Other: ________________________________

☐ None


a. ARRA-Funded Project

Funding for this Agreement has been provided through the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. 111-5, and is dependent on a Federal agreement (DE-EE0000221) authorized by the State Energy Program, CFDA number 81.041. The Contractor and all of its subgrantees and vendors are subject to audit by appropriate Federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend this Agreement if the Contractor or any of its Subgrantee or vendor fails to comply with the reporting and operational requirements contained in this Agreement.

b. Segregation of Costs.

The Contractor and its Subgrantees/vendors must segregate the obligations and expenditures related to funding under ARRA. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from ARRA shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for ARRA projects.

c. Prohibition on the Use of Funds.

Funds provided under this Agreement may not be used by the Contractor or any of its Subgrantees/vendors for any casino or other gambling establishment, aquarium, zoo, gold course, or swimming pool.

Exhibit E-4, Page 2 of 15
d. **Access to Records**

With respect to each Agreement, subgrant, or contract awarded utilizing at least some of the funds appropriated or otherwise made available by ARRA, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App) or of the Comptroller General is authorized:

1) To examine any records of the Contractor, any of its Subgrantees/vendors, or any State or local agency administering such Agreement/subgrant/contract that pertain to and or involve transactions related to these funds,

2) To interview any officer or employee of the Contractor, its Subgrantees, vendors, or agency using these funds.

e. **Publication**

Information about this Agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board.

f. **Protecting State and Local Government and Contractor Whistle Blowers.**

The Contractor agrees that both it and its Subgrantees/vendors shall comply with Section 1553 of ARRA, which prohibits all non-Federal employers, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. The Contractor agrees that it and its Subgrantees/vendors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of ARRA.

The requirements of Section 1553 of ARRA are summarized below. They include, but are not limited to:

1) **Prohibition on Reprisals:** An employee of any non-Federal employer receiving covered funds under ARRA may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the
Accountability and Transparency Board, and inspector general, the
Comptroller General, a member of Congress, a State or Federal regulatory
or law enforcement agency, a person with supervisory authority over the
employee (or other person working for the employer who has the authority
to investigate, discover or terminate misconduct), a court or grand jury, the
head of a Federal agency, or their representatives, information that the
employee believes is evidence of:

a) Gross management of an agency contract or grant relating to
covered funds;

b) A gross waste of covered funds;

c) A substantial and specific danger to public health or safety related
to the implementation or use of covered funds;

d) An abuse of authority related to the implementation or use of
covered funds; or

e) A violation of law, rule, or regulation related to an agency contract
(including the competition for or negotiation of a contract) or
grant, awarded or issued relating to covered funds.

2) Agency Action: Not later than 30 days after receiving an inspector
general report of an alleged reprisal, the head of the agency shall
determine whether there is sufficient basis to conclude that the non-
Federal employer has subjected the employee to a prohibited reprisal. The
agency shall either issue an order denying relief in whole or in part or shall
take one or more of the following actions:

a) Order the employer to take affirmative action to abate the reprisal.

b) Order the employer to reinstate the person to the position that the
person held before the reprisal, together with compensation
including back pay, compensatory damages, employment benefits,
and other terms and conditions of employment that would apply to
the person in that position if the reprisal had not been taken.

3) Order the employer to pay the employee an amount equal to the aggregate
amount of all costs and expenses (including attorneys’ fees and expert
witnesses’ fees) that were reasonably incurred by the employee for or in
connection with, bringing the complaint regarding the reprisal, as
determined by the head of a court of competent jurisdiction.

4) Non-enforceability of Certain Provisions Waiving Rights and Remedies or
Requiring Arbitration: Except as provided in a collective bargaining
agreement, the rights and remedies provided to aggrieved employees by
this section may not be waived by any agreement, policy, form or condition of employment, including any pre-dispute arbitration agreement. No pre-dispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

5) Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under ARRA shall post notice of the rights and remedies as required therein. (Refer to section 1553 of ARRA located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

h. False Claims Act.

The Contractor shall promptly notify the State and refer to an appropriate Federal inspector general any credible evidence that a principle, employee, agent, Subgrantor, subgrantee, vendor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict or interest, bribery, gratuity or similar misconduct involving ARRA funds.

i. Information in Support of ARRA Reporting.

The Contractor may be required to submit backup documentation for expenditures of funds under ARRA including such items as timecards and invoices. The Contractor shall provide copies of backup documentation at the request of Subgrantor, DOE’s Contractor Officer or designee, or the Energy Commission’s Contract Manager or designee.

j. Availability of Funds.

Funds appropriated under ARRA and obligated for this award are available for reimbursement of costs until June 30, 2011.

j. Reporting and Registration Requirements under Section 1512 OF ARRA

1) This award requires the Contractor to complete projects or activities which are funded under ARRA and to report on use of ARRA funds provided through this award. Information from these reports will be made available to the public.

2) The reports are due on the dates as determined by the Subgrantor.

3) The Contractor must maintain current registrations in the Central Registration (http://www.ccr.gov) at all times during which it has an active award funded with ARRA funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (http://www.dnb.com) is one of the requirements for registration in the Central Subgrantor Registration.
The Contractor shall report the information described in section 1512(c) of ARRA, in addition to any information reasonably requested by the Subgrantor, the Energy Commission or required by Federal law, regulation, or policy. Standard data elements and federal using the reporting instructions and data elements that will be provided online at http://www.FederalREporting.gov. The Contractor will not register at FederalReporting.gov, but will provide the information in a manner specified by the Subgrantor.


It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American made.

l. Required Use of American Iron, Steel, and Manufactured Goods (Covered under International Agreements) – Section 1605 OF ARRA.

The Contractor agrees that in accordance with ARRA, Section 1605, neither the Contractor nor its Subgrantees or vendors will use ARRA funds for a project for the construction, alteration, maintenance or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable Federal Agency in limited situations as set out in ARRA, Section 1605.

1) Definitions. As used in this award term and condition:

   a) **Manufactured good** means a good brought to the construction site for incorporation into the building or work that has been –

      (1) Processed into a specific form and shape; or

      (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

   b) **Public building and public work** means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways,
streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

c) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent of carbon and may include other elements.

2) Domestic preference.

a) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111—5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

b) This requirement does not apply to the material listed by the Federal Government as follows:

- None

c) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that –

(1) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(2) The iron, steel, and/or manufactured goods is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

3) Request for determination of inapplicability of Section 1605 of the Recovery Act.
a) Any Contractor request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including –

1) A description of the foreign and domestic iron, steel, and/or manufactured goods

2) Unit of measure

3) Quantity

4) Cost

5) Time of delivery or availability

6) Location of the project

7) Name and address of the proposed supplier

8) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

b) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

c) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

d) Any Contractor request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the Contractor does not submit a satisfactory explanation, the award official need not make a determination.

e) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is non-availability or public interest, the
amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel or manufactured goods, the award official shall adjust the award amount of redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

f) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or relevant manufactured goods is noncompliant with sections 1605 of the American Recovery and Reinvestment Act.

4) Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit of measure</th>
<th>Quantity Cost (dollars)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreign steel, iron, or manufactured good</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic steel, iron, or manufactured good</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Item 2:
Foreign steel, iron, or manufactured good
Domestic steel, iron, or manufactured good

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]
[*Include all delivery costs to the construction site.]

m. Wage Rate Requirements under Section 1606 OF ARRA

In accordance with ARRA Section 1606, the Contractor assures that it and its Subgrantees and vendors shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by the Contractor, its Subgrantees, and contractors on projects funded directly by or assisted in whole or in part by and through the Federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon

Exhibit E-4, Page 9 of 15
Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.

1) Section 1606 of ARRA requires that all laborers and mechanics employed by Contractor, its Subgrantees, and contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under ARRA shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

2) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

ARRA Transactions Listed in Schedule of Expenditures of Federal Awards.

1) To maximize the transparency and accountability of funds authorized under ARRA as required by Congress and in accordance with 2 CFR 215.21 “Uniform Administrative Requirements for Grants and Agreements” and OMG Circular A-102 Common Rules provisions, the Contractor agrees to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at http://www.whitehouse.gov/omb/circulars/a102/a102.html.

2) If the Contractor is covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” the Contractor agrees to separately identify the expenditures for Federal awards under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at http://www.whitehouse.gov/omb/circulars/a133/a133.html.
This shall be accomplished by identifying expenditures for Federal awards made under ARRA separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

3) The Contractor agrees to separately identify to each of its Subgrantees, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of ARRA funds. When the Contractor awards ARRA funds for an existing program, the information furnished to its Subgrantees shall distinguish the sub-awards of incremental ARRA funds from regular sub-awards under the existing program.

4) The Contractor agrees to require its subgrantees to include on their SEFA information to specifically identify ARRA funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subgrantees expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

3. Site Visits.

The Contractor, the Energy Commission, or the Federal awarding agency, and/or their designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Contractor must provide and must require its Subgrantees to provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.


This award is subject to the provisions of 10 Code of Federal Regulations (CFR) 1040.1 et seq., Nondiscrimination in Federally Assisted Programs.

The Contractor will complete and certify by signature on the DOE Form 1600.5 U.S. DOE “Assurance of Compliance,” (Exhibit E, Attachment 1 of this Agreement) its commitment to comply with this law and return it to the Subgrantor.

5. Certifications Regarding Lobbying: Debarment, Suspension, and Other Responsibility matters; and Drug Free Work Place Requirements.

This award is subject to the provisions 10 CFR Part 601, 10 CFR Part 606, and 10 CFR Part 607.
The Contractor will complete and certify by signature on the Form “Certifications Regarding Lobbying: Debarment, Suspension and Other Responsibility Matters; and Drug Free Workplace Requirements” (Exhibit E, Attachment 2 of this Agreement) its commitment to comply with these requirements and return it to the Subgrantor.


The Contractor agrees that none of the funds obligated under this agreement shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

The Contractor will disclose lobbying activities by completing and signing the Standard Form LLL and return it to the Subgrantor.


The Contractor agrees to adhere to and include in all sub-awards the requirements set forth in the attached “National Policy Assurances” (Exhibit E, Attachment 4 of this Agreement).

8. Publications

a. The Contractor is encouraged to publish or otherwise make publicly available the results of the work conducted under this Agreement.

b. An acknowledgement of Energy Commission and Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgement: “This material is based upon work supported by the California Energy Commission and the U.S. Department of Energy [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)].”

Disclaimer: “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the California Energy Commission, the United States Government, nor any agency thereof, nor any employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the California Energy Commission, the United States Government, or any agency thereof. The views and opinions of authors expressed herein do not
   a. The Federal intellectual property provisions applicable to this award are provided in Exhibit E, Attachment 5 to this award.
   b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at: http://www.gc.doe.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf.

   a. Unless in conflict with the State or local laws, the Subgrantee must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:
      1) Require or prohibit require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
      2) Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).
   b. The terms “construction contract” as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of building, highways, or other improvements to real property.
   c. Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into agreements with labor organizations.

11. Decontamination and/or Decommissioning (D&D) Costs.

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Contractor or its Subgrantees for (i) Decontamination and/or Decommissioning (D&D) of any of the Contractor or its Subgrantees facilities, or (ii) any costs which may be incurred by the Contractor or its Subgrantees in connection with the D&D of any of its facilities due to the performance of
the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

12. **National Environmental Policy Act (NEPA) Compliance.**

The Contractor or its Subgrantee are restricted from taking any action using Federal funds for projects under this Agreement that will have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing a final NEPA determination regarding these projects.

If the Contractor or its Subgrantees move forward with activities that are not authorized for Federal funding by the Subgrantor/DOE Contracting Officer in advance of the final NEPA determination, it is doing so at risk of not receiving Federal funding and such cost may not be recognized as allowable cost share.

13. **Historic Preservation.**

Prior to the expenditure of Federal funds to alter any structure or site, the Subgrantee is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE’s 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Contractor must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: [http://www.ncshpo.org/find/index.htm](http://www.ncshpo.org/find/index.htm). THPO contact information is available at the following link: [http://www.nathpo.org/map.html](http://www.nathpo.org/map.html).

Section 110(k) of the NHPA applies to DOE funded activities. The Contractor shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

The Contractor should be aware that the DOE Contracting Officer will consider it in compliance with Section 106 of the NHPA only after the Contractor has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Contractor that it does not object to its Section 106 finding or determination. The Contractor shall provide a copy of this concurrence to the Energy Commission and the Contracting Officer.

14. **Federal, State, and Municipal Requirements.**

The Contractor, its Subgrantees, or contractors must obtain any required permits and comply with all applicable federal, state, and municipal laws, codes, and regulations for work performed under this Agreement.
15. **Statement of Federal Stewardship.**

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

16. **Resolution of Conflicting Conditions.**

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.
August 4, 2010
Steve Massetti

Program Manager
Santa Barbara City College
721 Cliff Drive
Santa Barbara California 93109

Santa Barbara City College Drama / Music Modernization project.

Dear Mr. Massetti,

Through several meetings with yourself, and Joe Sullivan we have arrived at a service level that can be supported by the College. As we discussed, our Sr. Construction Manager will work the month of July at no charge to the district, and will be removed from the project by August 1, 2010. The following summary represents our latest discussion.

| Operational Support | 4 weeks X 27 Hours | $16,740.00 |
| Construction Manager (Site) | 176 Hours per month X 12 months | $316,800.00 |
| Admin (Site) | 128 Hours per month X 10 months | $102,400.00 |

Total $435,940.00

All billings are based on actual hours worked and gkkworks has exceeded our current contract value. Please forward written confirmation that this add service will be presented at the August Board Meeting. Please feel free to contact me if you have any further questions.

Sincerely,

Mark Brown
Director of Operations
CHANGE ORDER (CO)

Owner Name: Santa Barbara City College
Project Name: Generator Supported Services
Project Description: Generator Supported Services
To (Contractor): EJS Construction, Inc.

CHANGE ORDER SPECIFICATIONS

CO Initiate Date: August 26, 2010
Field CO Number: 1
Project Number: #6884
Contract Number: 

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</table>

% Total COs to Original Contract

You are hereby directed to make the following change(s) to the Contract:

Description of Work / Reason for Change
Install One Additional Breaker in the Administration Building at a cost of $1,068.53.

Reason for change:
☐ Architect Deficiency
☐ Unknown Condition
☐ Owner Request

Contract Documents associated with this Change Order are as follows:
PCO #1 (EJS Estimate #462)

Funding Source:
Measure V Bond Funds

The Contract Amount due to this Change Order will be:

Increased $12,068.53

The Contract Time due to this Change Order:
Will not be changed 0

Contract Milestone(s) have been changed as per the attached Schedule
The revised Final Completion date is

☐ Remaining disputed portion of the Change Order proposal

Contractor believes that the value for the work described herein is $ and day(s) in excess of the Contract adjustments in this Change Order.

In accordance with GC Sections 19 and 19, the Contractor is required to file claim for disputed amount by (date) (10 days from date CO issued to Contractor)

Contractor must sign and return this Change Order by (date): (10 days from date CO issued to Contractor)

Should the Contractor fail to sign and return this Change Order as required, Owner reserves the right to process the Change Order without the Contractor's signature.

By signing this Change Order, the parties agree the adjustments to the Contract shown herein are final and final. However, the parties do not waive any rights or defenses regarding disputed amounts of money or time listed on this document. Refer to the dispute resolution provisions of the Contract for further action.

Contractor

Architect: N/A
Construction Manager: N/A
Program Manager: Steve Massetti
Director - Facilities & Campus Development: Julie Hendricks
Vice President of Business Services: Joseph Sullivan

Signature Name (Print) Date

Change Order Item Code: 
Owner's Authorized Rep. Initials: 
State of California - Division of the State Architect, Application Number: 

DSA File Number: 

Item 6.1-m
8/20/10
<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid Total</th>
<th>Alt #1</th>
<th>Alt #2</th>
<th>Alt #3</th>
<th>Alt #4</th>
<th>Alt #5</th>
<th>Alt #6</th>
<th>TOTAL BID*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Incl. All Work</td>
<td>Omit Concrete Slabs in Bullpens</td>
<td>Omit Concrete Slabs in Batting Cage</td>
<td>Omit Storage Building</td>
<td>Omit Fence and Mow Strip Near LF</td>
<td>Omit Fencing at Seating Area</td>
<td>Omit R&amp;R Concrete at Seating</td>
<td>Incl. All Deductive Alternates</td>
</tr>
<tr>
<td>Shaw</td>
<td>$ 498,785.00</td>
<td>$ (6,110.00)</td>
<td>$ (6,000.00)</td>
<td>$ (92,100.00)</td>
<td>$ (6,440.00)</td>
<td>$ (6,250.00)</td>
<td>$ (11,830.00)</td>
<td>$ 370,055.00</td>
</tr>
<tr>
<td>Byrom Davey</td>
<td>$ 498,156.00</td>
<td>$ (8,000.00)</td>
<td>$ (5,000.00)</td>
<td>$ (36,000.00)</td>
<td>$ (4,375.00)</td>
<td>$ (17,516.00)</td>
<td>$ (15,000.00)</td>
<td>$ 412,265.00</td>
</tr>
<tr>
<td>Hanley</td>
<td>$ 528,291.00</td>
<td>$ (6,300.00)</td>
<td>$ (7,300.00)</td>
<td>$ (48,800.00)</td>
<td>$ (2,375.00)</td>
<td>$ (17,000.00)</td>
<td>$ (15,000.00)</td>
<td>$ 431,516.00</td>
</tr>
</tbody>
</table>

* Selection of low bid contractor is based solely on the TOTAL BID (including all alternates).

Total Bid + Concrete Slabs from Alt 1 & Alt 2:
- **Shaw**: $382,165.00
- **Byrom Davey**: $425,265.00
- **Hanley**: $445,116.00

Bid Date: August 6, 2010
The Contract is changed as follows:

1. Electrical conduits, rebars and dowellings in Room 153, per CP #007 and COR #1.085
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Once the existing concrete floor in Room 153 was removed, a number of existing
   deteriorated conduits were found and needed to be replaced. This price includes the missing
   rebars and dowellings for new concrete slab from the plans.
   Add: $ 16,384.00

2. House Manager Room Concrete Curb, per CP # 067 and COR #1.086
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Base concrete curb in House manage was added for im proving waterproofing.
   Add: $ 3,660.00

3. Reroute duct at room 153, per CP # 104 and COR #1.087
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Because of numerous unforeseen conflicts .
   Add: $ 2,578.00

4. Mech/Elec Demo for new P4 Hangers, per CP # 154 and COR #1.088.
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: A portion of mechanical ducts and electrical conduits concealed above the control room
   ceiling had to be rerouted to install new P4 hangers.
   Add: $ 5,647.00

5. Field Investigation EMS, per CP # 224 and COR #1.089
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: This cost is for the electrical and the mechanical sub-contractors to assist in field
   investigation for the design of the EMS system.
   Add: $ 4,304.00
6. Trace & Repair Emergency Phone line, per CP # 271 and COR #1.090
   Requested by: Contractor
   Compensable Contract Day Change: 0
   Reason: During Patio Demolition the emergency Phone lines were damaged and needed repair.
   Add: $ 990.00

7. Corridor 107 Ceiling, per CP # 268R2 and COR #1.091
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Corridor 107 ceiling needs rebuilding due to unforeseen removal of old ceiling. This is the cost for a T-bar Ceiling.
   Add: $ 18,284.00

8. Upgrade Elevator Circuits, per CP # 287 and COR #1.092
   Requested by: Architect
   Compensable Contract Day Change: 0
   Reason: The elevator circuits were upgraded per the revised elevator submittal.
   Add: $ 1,805.00

9. Rebuild ceilings in Room 102,103 & 104, per CP # 187 and COR #1.093
   Requested by: Contractor
   Compensable Contract Day Change: 0
   Reason: This is the cost to provide T-Bar ceiling in Rooms 102,103 & 104. These ceiling were removed because of unforeseen conflicts.
   Add: $ 4,498.00

Total Cost of This Change Order: $ 73,570.00

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 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.
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount/Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>The original Contract Sum was</td>
<td>$10,874,000.00</td>
</tr>
<tr>
<td>Net change by previously authorized change orders</td>
<td>$1,354,008.50</td>
</tr>
<tr>
<td>The contract sum prior to this Change Order was</td>
<td>$12,228,008.50</td>
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<tr>
<td>The contract sum will be increased by this change order by</td>
<td>$73,570.00</td>
</tr>
<tr>
<td>The new contract sum including this change order will be</td>
<td>$12,301,578.50</td>
</tr>
<tr>
<td>The original contract time was</td>
<td>396 calendar days</td>
</tr>
<tr>
<td>The original date of substantial completion was</td>
<td>July 14, 2010</td>
</tr>
<tr>
<td>Net change by previously authorized change orders</td>
<td>0 calendar days</td>
</tr>
<tr>
<td>The contract time prior to this change order was</td>
<td>396 calendar days</td>
</tr>
<tr>
<td>The contract time will be changed by this change order</td>
<td>0 calendar days</td>
</tr>
<tr>
<td>The new contract time including this change order will be</td>
<td>calendar days</td>
</tr>
<tr>
<td>The date of substantial completion as of the date of this change order is...</td>
<td>July 14, 2010</td>
</tr>
</tbody>
</table>

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)
# CHANGE ORDER (CO)

**Owner Name:** Santa Barbara City College  
**Project Name:** La Playa Track and Field Replacement  
**Project Description:** La Playa Track and Field Replacement  
**To (Contractor):** Byrom-Davey, Inc.  
**CO Initiate Date:** August 26, 2010  
**Field CO Number:** 2  
**Project Number:** 5677  
**Contract Number:**  

<table>
<thead>
<tr>
<th>Amount</th>
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<tbody>
<tr>
<td>$1,940,000.00</td>
<td>100%</td>
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<tr>
<td>$44,903.04</td>
<td>2.31%</td>
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<tr>
<td>$2,024,903.04</td>
<td>101.72%</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount</th>
<th>% Total COs to Original Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>$116,833.91</td>
<td>5.77%</td>
</tr>
<tr>
<td>$2,241,833.91</td>
<td>109.72%</td>
</tr>
</tbody>
</table>

**Contracts Use Only:**  
**Project CO #:** 1  
**Contract CO #:** 1  
**% Total COs to Original Contract:** 5.77%

You are hereby directed to make the following change(s) in the Contract:

### Description of Work / Reason for Change:
Modular Restroom Site Improvements in Excess of Allowance ($35,381.46 - $25,000), ADD $10,381.46; Additional Water Line to Modular Restroom, ADD $1,628.42; Install 4" Perforated Drainage Pipe at Pole Vault Runway, ADD $1,720.41; Additional Grading and Paving of Equipment Storage Yard in Excess of Remaining Allowance ($12,899.92 - 10,237.70) ADD $2,662.22; Additional Track Surfacing Near Long Jump, ADD $4,215.49; Electrical and Telephone Lines to Connect Modular Restroom, ADD $26,441.60; Install Haws Drinking Fountain at Field Level Near Restroom, ADD $6,819.04; Install Temporary Fencing at Field to Accommodate Practices, ADD $3,506.01; Over-time Work for California Track to accelerate Project by September 1, 2010, ADD $6,703.72.

**Reason for change:**  
Architect Deficiency  
Unforeseen Condition  
Owner Request

**Contract Documents associated with this Change Order are as follows:**  
PCD #7, 8, 13, 14, 15, 16, 17, 18, and 20.

**Funding Source:** Measure V Bond Funds

**The Contract Amount due to this Change Order will be:**  
Increased $86,879.37

**The Contract Time due to this Change Order will be:**  
Will be changed -138 days

**Contract Milestone(s) have been changed as per the attached Schedule:**  
The revised Final Completion date is 9/4/2010

**Remaining disputed portion of the Change Order Proposal:**  
Contractor believes that the value for the work described herein is $ and day(s) in excess of the Contract adjustments in this Change Order.

In accordance with CC Sections 19 and 18, the Contractor is required to file a claim for disputed amount by: (10 days from date CO issued to Contractor)

- **Contractor must sign and return this Change Order by:** (10 days from date CO issued to Contractor)
- **Owner reserves the right to proceed the Change Order without the Contractor's signature**

- By signing this Change Order, the parties agree the adjustments to the Contract shown herein are final and final. However, the parties do not waive any rights or defenses regarding disputed amounts of money or time listed on this document. Refer to the dispute resolution provisions of the Contract for further action.

**Signature**  
**Name (Print):**  
**Date:**

**Contractor:**
- Jim Perryman

**Grill Engineer/Designer:**
- N/A

**Construction Manager:**
- N/A

**Program Manager:**
- Steve Massetti

**Director - Facilities & Campus Development:**
- Julie Hendricks

**Vice President of Business Services:**
- Joseph Sullivan

**Change Order Item Code:** 03-113331  
**Owner’s Authorized Rep. Initials:**

**State of California - Division of the State Architect, Application Number:** 42-C2

---

Change Order  
Item 6.1-p  
8/25/10
CHANGE ORDER (CO)

Owner Name: Santa Barbara City College
Project Name: Physical Education Building Exterior Painting
Project Description: Physical Education Building Exterior Painting
To (Contractor): Guy Smithson Painting and Decorating, Inc.

| A | Original Contract Amount | $64,765.00 |
| B | Previously Approved Change Orders to Date (excluding this CO) | $0.00 |
| C | Current Approved Contract Amount | $64,765.00 |
| D | Amount of this CO | $8,280.00 |
| E | Total Approved Change Orders to Date (including this CO) | $73,045.00 |
| F | Revised Contract Amount (A + E) | $73,045.00 |

% to Original Contract: 12.75%

You are hereby directed to make the following change(s) in the Contract:

**Description of Work / Reason for Change**
Prep and Paint Sports Administration Building, ADD $3,820; Prep and Paint CMU Block to Match Existing Color, NO CHARGE; Prep and Paint Retaining Walls, ADD $2,760; and Prep and Paint Storm Drain Outlet at Lower Parking Lot, ADD $1,680.

<table>
<thead>
<tr>
<th>Reason for change:</th>
<th>Architect Deficiency</th>
<th>Engineer Condition</th>
<th>Owner Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Funding Source:</td>
<td>Measure V Bond Funds</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The revised Final Completion date is:

The Contract Time due to this Change Order:

In accordance with CC Sections 10 and 18, the Contractor is required to file claim for disputed amount by (date): (10 days from date CO issued to Contractor)

Contractor's signature:

Architect: N/A

Contractor must sign and return this Change Order by (date): N/A

Construction Manager: N/A

Should the Contractor fail to sign and return this Change Order as required, Owner reserves the right to process the Change Order without the Contractor's signature.

Director - Facilities & Campus Development: Steve Mastelli

Vice President of Business Services: Joseph Sullivan

By signing the Change Order, the parties agree the adjustments to the Contract shown herein are final and final. However, the parties do not waive any rights or defenses regarding disputed amounts of money or time listed on this document. Refer to the dispute resolution provisions of the Contract for further action.

Change Order Item Code: 86555

State of California - Division of the State Architect, Application Number: NA

DSA File Number: 86555

Change Order

8/26/10
CHANGE ORDER (CO)

Owner Name: Santa Barbara City College  
Project Name: Klinko's Early Learning Center Phase II  
Field CO Number: 1  
Project Description: Klinko's Early Learning Center Phase II  
Contract Number:  
Project Number: 96437  
Contractor: Klinko Construction, Inc.  
CC Initiate Date: August 25, 2010

<table>
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<tr>
<th>Amount</th>
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<tbody>
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<td>50,980.00</td>
</tr>
<tr>
<td>$0.00</td>
<td>11.34%</td>
</tr>
<tr>
<td>$0.00</td>
<td>11.34%</td>
</tr>
<tr>
<td>$5,783.47</td>
<td></td>
</tr>
</tbody>
</table>

Contracts Use Only:

A Original Contract Amount: $50,980.00  
B Previously Approved Change Orders to Date (excluding this CO): $0.00  
C Current Approved Contract Amount: $50,980.00  
D Amount of this CO: $5,783.47  

E Total Approved Change Orders to Date (including this CO): $5,783.47  
F Revised Contract Amount (A + E): $56,763.47

You are hereby directed to make the following change(s) in the Contract:

Description of Work / Reason for Change:
Unforeseen Asbestos Abatement in Drywall, ADD $3,772; Remove and Replace Leaking Sewer Connection, ADD $646.30; Remove Existing Portable Changing Table in Restroom, ADD $112.70; Provide and Install Additional Mirrors Over Sink, ADD $259; and Fabricate and Install HVAC Duct to Revised Register Location, ADD $723.47.

Reason for change: 

Contract Documents associated with this Change Order are as follows:

Funding Source: Measure V Bond Funds

The Contract Amount due to this Change Order will be increased: $5,783.47

The Contract Time due to this Change Order will not be changed: 0

Contract Milestone(s) have been changed as per the attached Schedule: The revised Final Completion date is

Remaining disputed portion of the Change Order Proposal

Contractor believes that the value for the work described herein is $ and and (10 days) in excess of the Contract adjustments in this Change Order.

In accordance with GC Sections 10 and 18, the Contractor is required to file claim for disputed amount by (date) (10 days from date CO issued to Contractor)

Contractor must sign and return this Change Order by: (10 days from date CO issued to Contractor)

Should the Contractor fail to sign and return this Change Order as required, Owner reserves the right to process the Change Order without the Contractor’s signature.

By signing this Change Order, the parties agree to the adjustments to the Contract shown herein are full and final. However, the parties do not waive any rights or defenses regarding disputed amounts of money or time based on this document. Refer to the dispute resolution provisions of the Contract for further action.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Name (Print)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Architect</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Construction Manager</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Program Manager</td>
<td>Steve Massetti</td>
<td></td>
</tr>
<tr>
<td>Director - Facilities &amp; Campus Development</td>
<td>Julie Hervieux</td>
<td></td>
</tr>
<tr>
<td>Vice President of Business Services</td>
<td>Joseph Sullivan</td>
<td></td>
</tr>
</tbody>
</table>

Item 6.1-r
5/29/10
Change Order
June 10, 2010

Steve Massetti
URS Program Management Team
Santa Barbara City College
721 Cliff Drive
Santa Barbara, California 93109

Re: SBCC - Campus Center Modernization, Project Number 10-004 (C1)
    Additional Services Authorization No. 1 to Agreement Dated January 21, 2010

Dear Steve:

Steinberg Architects has been requested by you to provide Additional Services on the above
referenced project as described in this Additional Services Authorization. In accordance with our
Agreement between Owner and Architect, these services are in addition to our Basic Services fee.

We require your written approval of these Additional Services and fee adjustment
prior to our commencing the work. The Architect and its Consultants will provide the following
additional work:

1. Attend one (1) job site visit (by Structural Engineering Consultant) to facilitate
corrosion specialist/testing laboratory performing concrete coring and corrosion
mapping and testing for the outdoor deck of the existing Campus Center Building.
2. Coordination, code research, review, and interpretation of findings and
   recommendations of the corrosion specialists/testing laboratory (by Structural
   Engineering Consultant).
3. Provide preliminary structural repair detail for the existing outdoor deck for cost
   estimate purpose only (by Structural Engineering Consultant).
4. Specific terms and conditions of this Additional Services Authorization shall include
   those terms and conditions specifically set forth in the attached proposal from JCE

The Additional Services will be performed for a fixed fee of Nine Thousand Dollars ($9,000), as
set forth below, plus reimbursable expenses.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architect (Administrative Multiplier 20%)</td>
<td>$1,500</td>
</tr>
<tr>
<td>JCE Structural Engineering Group, Inc.</td>
<td>$7,500</td>
</tr>
<tr>
<td>TOTAL FEE, plus Reimbursable Expenses</td>
<td>$9,000</td>
</tr>
</tbody>
</table>

All other provisions of the Agreement remain in full force and effect.

Please execute this Amendment and return both copies for countersignature. A fully executed
copy will be returned for your records. If there are any questions, please feel free to contact me.
We look forward to continuing our good working relationship and a successful project.

Sincerely,

[Signature]

Travis Michael Sage, AIA
Senior Project Manager
Additional Services Authorization 1 to Agreement Dated January 21, 2010
SBCC - Campus Center Modernization

cc: David Hart
    Ross Reddersdorf
    Irene Ngo

TMS/in

REVIEWED AND APPROVED BY:
OWNER: Santa Barbara City College

By: ________________________________

(Printed Name)

(Printed Title)

ARCHITECT: Steinberg Architects, Inc.

By: ________________________________

David Hart, AIA
CA Architectural License No. C226391

Executive Vice President
June 3, 2010

Travis Michael Sage, AIA  
Senior Project Manager  
Steinberg Architects  
523 West 6th Street, Suite 245  
Los Angeles, CA 90014  

Attention: Travis Michael Sage, AIA  

Subject: Santa Barbara City College  
Campus Center Structural Assessment Corrosion Issue  
Additional Service  
Santa Barbara, CA  
Job No. 2010.011.2  

Dear Mr. Sage:

In reference to the above mentioned project, this is to confirm that JCE Structural Engineering Group Inc. will perform structural engineering services as follows:

**Services Included:**

- One (1) job site visit to facilitate corrosion specialist/testing laboratory performing concrete coring and corrosion mapping and testing for the outdoor deck of the (E) Campus Center Building.
- Coordination, Code research, Review and Interpretation of findings and recommendations from corrosion specialists/testing laboratory.
- Provide preliminary structural repair detail for existing outdoor deck for cost estimate purpose only.

**Services Not Included:**

Omitted Services include, but are not limited to:

- Creation of As-built drawings of (E) Existing Campus Center Building.
- Full Seismic Retrofit Analysis and Design of concrete deck or full building. (To be done as part of separate proposals.)
- Provisions for designing, detailing, or specifying of non-structural elements or Mechanical Equipment.
- Site work, geologic or soils engineer, sampling and testing materials.
- Construction inspection services on site or off site, excluding coordination with Inspectors of Agencies having jurisdiction.
- Civil engineering or land surveying.
- Design and Construction review services relating to the Contractor’s safety precautions or to means and methods techniques, sequences, or procedures required for the Contractor to perform his work.
- Shoring, scaffolding, underpinning, temporary bracing.
- Cost Estimates, excluding review and validation of Cost Estimates prepared by the Architect’s Cost Estimator.
- Services requested by corrosion specialist and to be provided by owner. (See corrosion specialist’s proposal)
May 26, 2010
Steinberg Architects
Santa Barbara City College Campus Center Structural Assessment Additional Service
Santa Barbara, CA
Page 2

Information to be Provided by Client

- As-built drawings of (2) Campus Center Building

Fees and Additional Services

Our compensation for the above-described services included can be provided on time and material basis and per our attached hourly billing rates and not to exceed Seven Thousand and Five Hundred Dollars ($7,500.00) and is due upon receipt of our report and invoice.

Any significant change on the scope of work as cited above, may cause the fee shown above to be adjusted proportionally, as mutually agreed upon between your office and JCE Structural Engineering Group, Inc.

Any authorized revision/changes to the project after approval of the design, will be considered "additional services", identified separately and billed to your office according to our current hourly fee schedule attached.

This proposal is valid only for sixty (60) days from this date and shall be renegotiated if proposal will be signed after sixty (60) days.

We sincerely hope that this proposal meets with your approval. If these terms are satisfactory, please indicate your acceptance by signing and returning one copy of this proposal to our office.

Very truly yours,

JCE STRUCTURAL ENGINEERING GROUP, INC.

[Signature]

Carlos-Enrique, M.S., S.E. President & CEO

Date Accepted: ___________________  
Signed By: _______________________

STRUCUTRAL & EARTHQUAKE ENGINEERING CONSULTANTS
234 E. Colorado Blvd., Suite 725, Pasadena, CA 91101 • (626) 585-1922 • Fax (626) 585-1924
CHANGE ORDER (CO)

Owner Name: Santa Barbara City College
Project Name: Treliss Repair and Replacement
Project Description: Student Services and Physical Science Treliss
To (Contractor): Schock Contracting Corp.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
<th>% to Original Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Original Contract Amount</td>
<td>$150,000.00</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Previously Approved Change Orders to Date (excluding this CO)</td>
<td>$25,000.00</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Current Approved Contract Amount</td>
<td>$115,000.00</td>
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<tr>
<td>D</td>
<td>Amount of this CO</td>
<td>$23,001.00</td>
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<tr>
<td>E</td>
<td>Total Approved Change Orders to Date (including this CO)</td>
<td>$23,001.00</td>
<td>19.33%</td>
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<tr>
<td>F</td>
<td>Revised Contract Amount (A + E)</td>
<td>$162,001.00</td>
<td></td>
</tr>
</tbody>
</table>

You are hereby directed to make the following change(s) in the Contract.

**Description of Work / Reason for Change**
Install 2x6 blocking between the new rafters on the Student Services Building Treliss to prevent warping and twisting at a cost of $23,001.

**Reason for change:**
- Architect deficiency
- Unforeseen condition
- Owner request

**Contract Documents associated with this Change Order are as follows:**
- PCO #1

**Funding Source:** Measure V Bond Funds

The Contract Amount due to this Change Order will be increased by $23,001.00.

The revised final completion date is unknown.

**Contractor believes that the value for the work described herein is**

**Contractor Information:**
- Contractor: [Name]
- Architect: N/A
- Construction Manager: N/A
- Program Manager: [Name]
- Director - Facilities & Campus Development: [Name]
- Vice President of Business Services: [Name]

**Signature:**
- [Name]

**Date:**
- [Date]

**Owner's Authorized Rep. Initials:**

**State of California - Division of the State Architect, Application Number:**

**CC:**
- [CC]

**DSA File Number:**

**Change Order Item Code:**

**Item 6.1-u**

**8/26/10**
Work Engagement

Santa Barbara City College Moodle Customization Project

Date: June 14, 2010

1. Purpose
This Engagement of Work between Santa Barbara City College (Client) and Remote-Learner.net, Inc, (Company) describes the services and activities to be performed and expectations between both parties.

2. Scope of Work
Company is engaged by Client to provide the following services:
   1. Work with Client to define development work packages from the list of potential developments in attachment 'A', “Potential Development Packages”.
   2. Create agreed to Statement of Work (Work Engagement) documents from each defined development work package.
   3. Develop each Work Engagement as a separate project.

3. Proposed Solution:
All work performed will be charged to the main project funding pool (see below). Total accumulated work (definition, scope, development) will not exceed the main project pool. Each separate scoped project will be handled as a separate Remote Learner development project and put into the available development cycle at that time. All timelines will be defined for each project.

4. Cost:
All work completion (definition, scope, developments) - $178,250.00

5. Timeline:
Packages will be prioritized with the Client. Schedules will be agreed to between Client and Company. All work will be completed by June 30, 2011.

6. Primary Points of Contact
Company Contact Person / Position:
David Williams, Account Manager, david@remote-learner.net, 877-299-1293, Ext.103
7. Roles and Responsibilities
The primary roles of individuals within the two parties under the Agreement are:
Company’s Project Manager is key point of contact responsible for project planning, scoping and project management, ensuring that full scope is disclosed to his team, monitoring quality, resolving issues, delivering “Work Products” and services on time and within the budget outlined in this Work Engagement.
Client’s Project Manager is the key point of contact to ensure that all questions and reviews are addressed properly and in a timely manner and coordinates with the Remote-Learner Manager to ensure that all “Work Products” and services are delivered on time and within the budget outlined in this Work Engagement. Also, oversees change management and issue resolution.
Deliverables from Company to Client are to be made by close of business on the date specified. Deliverables made by Client to Company are to be made by open of business on the date specified.
Time is of the essence and Remote-Learner shall endeavor to complete the deliverables without interruption, but subject to the terms of this agreement. Remote-Learner acknowledges that timely deliverables from Client to Company are critical to the success of the project. Company shall not be held responsible for project schedule changes due to late delivery from Client.

8. Communication Procedures
Company is to provide monthly updates on project status. Communication can take place via email, telephone or Elluminate to Client. Client Project Manager is to provide written email approval of all deliverables, or notice of non-acceptance if deliverables criteria are not met, within the specified schedule time.

All development projects defined during this engagement will be executed according to Remote Learner’s development process. Each project will include a full SOW with these details.

9. Warranty
Remote-Learner shall perform the services in a prompt, diligent and professional manner, with that degree of knowledge, skill, and judgment ordinarily possessed by independent contractors in the same or similar industry or profession. The services and the deliverables are to conform to the standards and specifications set forth herein. Remote-Learner agrees and warrants that all materials, services, project deliverables and work product provided to Client by Company pursuant to this Work Engagement will not infringe any copyrights or trademarks owned by third parties.

10. Ownership of Deliverables
Client shall own all right, title and interest in and to any project deliverables, including without limitation; (a) all rights under all copyright, patent and other intellectual property laws; (b) the tangible items specified as project deliverables or work product in the applicable Work Engagement shall become the property of Client; and (c) to the extent that any technology owned by Remote-Learner is contained in any of the project deliverables, Remote-Learner hereby grants Client a royalty-free, fully paid-up, worldwide, non-exclusive license to use such Remote-Learner technology in connection with the Client business. Company represents and warrants to client that it has all right, power and authority to grant Client such licenses and shall indemnify and hold harmless Client from any breach of
this warranty. Notwithstanding anything to the contrary in this Agreement, the parties agree that any extensions or add-ons to Remote-Learner technology that are developed under this Agreement shall be the exclusive property of Remote-Learner. (Remote-Learner shall own all right, title and interest, including all copyright, patent and other intellectual property rights).

11. Independent Contractors
The relationship of Company and Client established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed: (i) to give either party the power to direct or control the day-to-day activities of the other; (ii) to constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (iii) to give any party the right to bind the other party in any manner, or to hold itself out to be entitled to do the same.

12. Modifications
Any modification or amendment to this Agreement shall be invalid, unless made in writing and signed by authorized representatives of the party, against which the modification or amendment is enforced.

13. Controlling Law and Jurisdiction
This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties hereto agree to jurisdiction and venue in Santa Barbara, California.

14. Limited Liability
This provision allocates the risks under this Agreement between Company and Client. Remote Learner’s pricing reflects the allocation of risk and limitation of liability specified below.

Company’s total liability to Client under this Agreement for damages, costs and expenses shall not exceed the compensation received by Company under this Agreement. However, Company shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Company, or Company’s employees or agents, while on Client premises to the extent such actions or omissions were not caused by Client.

15. Equipment and Supplies
Remote-Learner, at Remote-Learner’s expense, will provide all equipment, tools and supplies necessary to perform the contractual services.

16. Expenses
Remote-Learner will be responsible for all expenses required for the performance of the contractual services.

17. Terminating the Agreement
This agreement will become effective when signed by both parties and will terminate on the earlier of the date Remote-Learner completes the services required by this Agreement or the date a party terminates the Agreement as provided below.

With reasonable cause, either party may terminate this Agreement effective immediately by giving written notice of termination for cause. Reasonable cause includes:

• a material violation of this Agreement, or
• Client failure to pay Remote-Learner fees as provided in this agreement, where Remote-Learner has demanded payment, in writing, and has not received payment at least 20 days after the date that such demand was sent to Client.
Company shall be entitled to full payment for services performed prior to the date this Agreement is terminated.

18. Signatures:
Santa Barbara City College

Signature: ______________________

Name: ______________________

Title: ______________________

Date: ______________________

Remote-Learner.net, Inc

[Signature]

Name: Bryan Williams
Title: CEO

Date: June 14, 2010
• Client failure to pay Remote-Learner fees as provided in this agreement, where Remote-Learner has
demanded payment, in writing, and has not received payment at least 20 days after the date that such
demand was sent to Client.
Company shall be entitled to full payment for services performed prior to the date this Agreement is
terminated.

18. Signatures:

Santa Barbara City College

Signature: [Signature]

Name: Jason H. Walker

Title: Director - Educational Applications

Date: 06/25/10

Remote-Learner.net, Inc

Signature:

Name: Bryan Williams

Title: CEO

Date: June 14, 2010
<table>
<thead>
<tr>
<th>#</th>
<th>Item</th>
<th>Estimated Cost</th>
<th>Cumulative Cost</th>
<th>Description</th>
<th>Need</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1</td>
<td>1</td>
<td>$15,375.00</td>
<td>15375</td>
<td>List of new features</td>
<td>Email Tool</td>
</tr>
<tr>
<td>P1</td>
<td>1</td>
<td>15375</td>
<td>7650</td>
<td>Functionally and add requested features</td>
<td>Install new Email Tool</td>
</tr>
<tr>
<td>P1</td>
<td>1</td>
<td>7875</td>
<td>4375</td>
<td>Integrate Connect ED</td>
<td>Integrate Connect ED</td>
</tr>
<tr>
<td>P1</td>
<td>1</td>
<td>3600</td>
<td>260</td>
<td>Remove Eliminate block, install Module</td>
<td>Resolve Integration Issue</td>
</tr>
<tr>
<td>P1</td>
<td>1</td>
<td>3260</td>
<td>2000</td>
<td>Upgrade Theme to newest version</td>
<td>Upgrade to 1.9.9</td>
</tr>
<tr>
<td>P1</td>
<td>1</td>
<td>1250</td>
<td>1250</td>
<td>Flex Page</td>
<td></td>
</tr>
</tbody>
</table>

**Development/Support Tasks for P2:**
<table>
<thead>
<tr>
<th>Phase</th>
<th>Estimated Cost</th>
<th>Cumulative Cost</th>
<th>Description</th>
<th>Detail</th>
<th>Summary</th>
<th>Need</th>
</tr>
</thead>
<tbody>
<tr>
<td>P2</td>
<td>25375</td>
<td></td>
<td>Gradebook. Leaving the teacher should view prior to student's final grade with an Excel spreadsheet, showing grades by category.</td>
<td>3125</td>
<td>Create exit warning.</td>
<td>Exit Warning Tool</td>
</tr>
<tr>
<td>P2 (NC)</td>
<td>22250</td>
<td>0</td>
<td>Report that supports grading activities by grouping.</td>
<td>6775</td>
<td>Untitled freeze list</td>
<td>Gradebook Tool</td>
</tr>
<tr>
<td></td>
<td>15375</td>
<td>0</td>
<td>Build new gradebook for cumulative points.</td>
<td></td>
<td>Student report</td>
<td>Student Report Tool</td>
</tr>
<tr>
<td>Gradebook</td>
<td>Extra credit, etc. for assignment exam, students' extra credit, and grading of other activities are set to 0. Teachers want the capability to give credit/extra points. The gradebook should support grouping support.</td>
<td>PZ (NC)</td>
<td>32875</td>
<td>0</td>
<td>Gradebook Tool</td>
<td>Credit Extra, etc. for assignment exam, students' extra credit, and grading of other activities are set to 0. Teachers want the capability to give credit/extra points. The gradebook should support grouping support.</td>
</tr>
<tr>
<td>P2</td>
<td>55875</td>
<td>1250</td>
<td>Journal only (from above)</td>
<td>Show the Journal in the Gradebook Tool. If grades are entered directly above, the ability to have the grades ec: must be manually entered is not available. Also, to allow students to grade themselves, the tools below are enabled: Blogs, Wikis, Wikki, Blogs, Journals.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>-------</td>
<td>------</td>
<td>--------------------------</td>
<td>--------------------------------------------------------------------------------</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>P2</td>
<td>42125</td>
<td>250</td>
<td>Choose from template for students to fill out. Also allows students to schedule meeting with teacher.</td>
<td>Schedule office hours together.</td>
<td>Show the Gradebook Tool.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Only the name of the section is able to manually label a section.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P2</td>
<td>41875</td>
<td>4000</td>
<td>Remembered between - This setting is course</td>
<td>Ability to label a course activity list</td>
<td>Show the Gradebook Tool.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Expand/Collapse the list of activities by section.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P2</td>
<td>37875</td>
<td>5000</td>
<td>Enduser users to</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Activities**

- Grading non-
  - Non-graded Module activities
  - Gradebook Tool -
  - Module

**MyMoodle Page**

- Label - Activity
- Activity pages -
- Activity
<table>
<thead>
<tr>
<th>Code</th>
<th>Page</th>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>P2</td>
<td>78000</td>
<td></td>
<td>Make sure that non-email tool control show all users in the settings for all users.</td>
</tr>
<tr>
<td>P2</td>
<td>7775</td>
<td></td>
<td>New item从来没显示邮件 refresh icon. To set an individual auto-refresh rate for user capabilities.</td>
</tr>
<tr>
<td>P2</td>
<td>1265</td>
<td></td>
<td>Forwarding or discarded email address. Forwarding or discarded email address.</td>
</tr>
<tr>
<td>P2</td>
<td>74625</td>
<td></td>
<td>Hide/show courses on the My Moodle page. Teachers need a way to log into their course.</td>
</tr>
</tbody>
</table>

- Make sure that non-Email Tool control show all users in the settings for all users. 
- New item从来没显示邮件 refresh icon. To set an individual auto-refresh rate for user capabilities. 
- Forwarding or discarded email address. 
- Hide/show courses on the My Moodle page. Teachers need a way to log into their course.
<table>
<thead>
<tr>
<th>$83.250.00</th>
<th></th>
<th></th>
<th>P2 Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>P2</td>
<td>98625</td>
<td>4375</td>
<td>Email tools - Create contact list, etc. in email tool, distribute lists like email distribution contact, show activity for all users</td>
</tr>
<tr>
<td>P2</td>
<td>94250</td>
<td>6275</td>
<td>Email tool: Read messages in course, course notifications in email tool, receive email.</td>
</tr>
<tr>
<td>P2 (NC)</td>
<td>88625</td>
<td>0</td>
<td>Email tool: Sent messages were sent to and who sent mail, show who sent mail</td>
</tr>
<tr>
<td>P2 (NC)</td>
<td>88625</td>
<td>0</td>
<td>Email tool: Reply all in the</td>
</tr>
<tr>
<td>Phase</td>
<td>Estimated Cost</td>
<td>Cumulative Cost</td>
<td>Summary</td>
</tr>
<tr>
<td>-------</td>
<td>----------------</td>
<td>-----------------</td>
<td>---------</td>
</tr>
<tr>
<td>P3</td>
<td>110750</td>
<td>13875</td>
<td>Detailed</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **Detailled Description**: Post release of a form to the deadline for the project. Setting in the form the capability of:  
  - Users from editing or deleting posts.  
  - Setting to prevent

- **Summary**: Disabling editing or deleting posts. Post release dates for Forum Tool control.

*Note: For editing times - numerical only - Forum Tool control.*
<table>
<thead>
<tr>
<th>Module</th>
<th>Application and integration support</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custom Module Backup/Restore</td>
<td>Support</td>
</tr>
<tr>
<td>Restore-data missing</td>
<td>67 hours of Moodle application/integration support to be used on a per ticket basis</td>
</tr>
<tr>
<td>10000 178250 (P3)</td>
<td></td>
</tr>
<tr>
<td>P3</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Calendar Tool - Multiple Section</th>
<th>Calendar editing for Multiple Sections</th>
<th>Faculty need the functionality to enter calendar events for multiple sections at one time</th>
</tr>
</thead>
<tbody>
<tr>
<td>2500</td>
<td>2500</td>
<td>14250</td>
</tr>
<tr>
<td>P3</td>
<td>P3</td>
<td>P3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Assignment Tool - Attach files to Assignment cont.</th>
<th>Assignment Tool - Attach files to Assignment function to assignment instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>140750</td>
</tr>
</tbody>
</table>

- Student Activities:
  - Reports - Forum
  - Make sure forum points show up in Activity Reports.

- Add forum points
  - Attach points to course rollover.
  - Some 3rd Party modules in use by SBC do not support backup/restore.

- Path 6: Integration support to be used on a per ticket basis.
<table>
<thead>
<tr>
<th>Project Total</th>
<th>P1 Totals</th>
<th>P2 Totals</th>
<th>P3 Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,782,250.00</td>
<td>$153,375.00</td>
<td>$83,250.00</td>
<td>$79,625.00</td>
</tr>
</tbody>
</table>
In this proposal the Center for Sustainability of Santa Barbara City College is requesting to continue running the s’Cool Gardens Program, a component of The Orfalea Foundation’s s’Cool Food Initiative. The request is for three years of funding and contract.

2009-2010 Program (Pilot Year)

Successes

- Established SG program in 16 schools in four school districts.
- Installed 11 new gardens, substantially enhanced 3, and assisted OAS with ADA accessibility.
- Built strong relationships with 35 teachers and assisted with curriculum integration.
- Partnered with numerous local organizations and connected with several state and national garden-food related organizations.
- Trained and provided professional job experience to six students, most of whom have earned increased responsibility in program.

A lead teacher expressed her enthusiasm recently, stating, “It was really great to see a garden grow for a year. Before, I didn’t know what to expect and, therefore, never felt confident to plan garden integrated curriculum on my own. However, now that I have been with the garden for almost 4 seasons, I plan to use it more because I have experienced it first-hand. I am really excited for next year.” Other lead teachers had similar sentiments.

Challenges

- School selection process did not vet for truly “committed” schools.
- SG program was introduced during an unprecedented economic downturn when class sizes were large, aides were scarce and standardized testing was a main focus.

The 16 participating schools were chosen based on a brief evaluation of the available physical location along with an apparent “readiness” of a school (e.g. SFI presence at the school and the perceived enthusiasm/support of the Superintendent and principal). In hindsight, the SG team realizes that this was a flawed approach. The result of this inadequate selection process was that the SG staff spent significant time working with principals and teachers to get “buy-in” when they were focused on classroom management issues and increased workload associated with large class size. Additionally, the MOU, which identified roles and responsibilities of the teachers, was not necessarily reviewed and/or adopted by the teachers and hence was non-binding for all practical purposes. We identified the following weaknesses in the MOU process:

- Teachers and facilities staff did not fully understand their commitment;
- Teachers and facilities staff did not buy-in up front; and
- Schools didn’t really understand what is necessary to sustain gardens.

Some teachers have shared with us that they were basically forced to be lead teachers by their principals, a process that is not conducive to establishing a sustainable garden program.
In sum, the pilot year established or enhanced gardens in 16 schools, forged relationships with dozens of principals, teachers, facilities staff and parents created partnerships with several community groups, and successfully identified program short falls that can be rectified for the coming years.

**Proposed Program Development Based off of Lessons Learned**

- Be more explicit and concrete before the MOU stage as to the expectations and requirements of participating schools. This will allow schools to better self select and put into place the components necessary for success. A new vetting process will ask school administration and staff to develop a plan and identify and establish the roles of the necessary staff and volunteers to sustain their garden. SG staff will act as consultants in this process. In the application, we will provide examples from best practices and our other participating schools to guide their plan development.

- Teachers are overwhelmed. An extra set of hands in the form of a garden educator/manager (GEM) will allow teachers to better integrate the garden into curriculum by increasing willingness to be in the garden more often. The GEM will be the primary partner for the teacher to develop and integrate curriculum. SG staff will also assist in implementing a plan to sustain this position.

- SG needs to develop teacher learning communities.

- Instead of imposing a model in schools with existing gardens and plans for integration, SG staff will support, assess, and enhance their efforts.

- Extend the time scale of the MOU from one to three years to provide the accurate level of commitment to efficiently build a sustainable school garden community.

- SG team enters into a multi-year contract with Orfalea to provide consistency and certainty to SG staff, teachers, and districts. A multi-year contract will also allow more efficient use of funds and effective planning and timing. A three year grant contract and a three year MOU with schools align our commitments, which improve working relationships.

<table>
<thead>
<tr>
<th>Proposed Program Annual Cycle starting 2010-2011 Academic Year (to be repeated annually)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SG will be expanding its breadth of services potentially to Goleta Unified School District and Washington Elementary in SBSD. Districts/schools will be invited to participate through the following process. No school becomes a SG garden until all application criteria are satisfied and the MOU is signed.</td>
</tr>
</tbody>
</table>

**Vetting/Application Process for New Schools**

**District level** (Superintendent and Head of Facilities)

- SG sends info packet/application to Superintendent;
- SG meets with district administration to introduce program and offer services to initiate the process at potential schools;
- District commits to sustaining garden with increasing responsibility through 3rd year;
- District school board approves garden design, installation, and life commitment to sustaining garden, prior to principals signing MOUs;
By the end of year two, support for the GEM position will transfer to the district;
Flesh out major areas (ADA, communication process & point person, role of facilities, etc.); and
The Superintendent is responsible for communicating the opportunity to relevant school principals and providing the SG team with names and contact information for those principals.

**School level** (Principal, Teachers, Parents/PTA)

- SG follows up with direct contact provided by Superintendent; and
- SG allows approximately one month for principals to consider participating, start formulating team and completing application questions. SG will maintain contact with the schools to answer questions, provide support, and keep track of where they are in the process.

Collectively, principal, teachers, and parents work out the school’s garden usage, maintenance, and sustainability processes and plans. They:

- Determine timeline and benchmarks with SG team before signing MOU;
- Delineate roles and responsibilities as well as identify responsible parties;
- Outline participation in garden design, installation, and on-going care;
- Plan for garden integration and overall school support;
- Identify & plan for ongoing funding of GEM with assistance from SG staff;
- Integrate garden into curriculum with assistance from GEM and SG staff using LifeLab curriculum (grades K-5) as a base;
- Participate in teacher-centered learning communities & other SG sponsored trainings/meetings;
- Facilitate meetings between community partners to continue participation and maximize resource utilization;
- Contribute to evaluation process and provide written reports to GEM as necessary; and
- Provide for volunteer support in garden.

**New Role- Garden Educators/Managers (GEM)** (To be integrated into school community)

Garden Educators/Managers (GEM) will be hired and employed by SBCC s’Cool Garden Program for the first two years of school’s participation.

- They will be trained by and report to SG for first two years;
- GE will manage ongoing maintenance of garden;
- GE will be primary contact for teachers to assist with curriculum integration and lesson planning; and
- By 3rd year, participating schools are responsible for sustaining this position in the long term.

**Lifecycle of a New Participating School**

**Year 1**

*Garden Sustainability:* SG team will establish a schedule for the year that ensures the program integrates all major players (teachers, garden educator/manager, administration, parents, students, and
community members) from the outset to address design plans, ADA, installation, etc. One school will be installed and brought into their first planting before the SG Coordinators start the next school. We anticipate the average school will need six weeks of our devoted time. This allows for 2-3 schools to be installed or enhanced in Fall 2010, depending on the speed of the application and acceptance process, and 2-3 schools in Spring 2011. This new process will put schools on a path towards sustainability from the start with a vision, plan, and team to carry it out.

**Community Connections:** SG has developed and implemented a Volunteer Program in which volunteers will be placed at specific schools and be a part of the school garden team, under the supervision of the GEM and not the central SG program. SG will be responsible for making sure that initial community contacts are made to increase involvement of businesses, organizations, and interested individuals.

**Garden Educator/Manager Position:** SG will identify and train GEMs and connect them to K-5 school faculty and staff, ensuring that everyone understands each others’ roles. The GEM will be the primary support for the school garden community, which includes lead teachers and serves as liaison with SG Coordinators. SG Coordinators will support GEM through ongoing garden and curriculum integration training by establishing a GEM Learning Community. SG will work with the schools to establish ongoing support for the GEM position.

**Teacher Support:** Teacher Learning Communities will be established and teachers will be connected to LifeLab curriculum. Opportunities for continued education (e.g. workshops through Art From Scrap) will be advertised and, at times funded, by SG program. Field trip to La Huerta is available to all participating SG schools in Fall 2010 (and possibly in Spring 2011), funding provided by the SB Old Mission, in collaboration with Center for Sustainability.

**Year 2**

**Garden Sustainability:** SG will oversee gardens indirectly and check in on GEM periodically. Adaptive management will be applied based off of previous year’s experiences.

**Community Connections:** SG staff will link schools to surrounding businesses and community groups to sustain the garden program through Community Partnerships and Volunteer Programs. SG will facilitate meetings with community partners to continue participation and maximize resource utilization. All contacts made will be passed to GEMs to therefore the schools so they can cultivate the relationships themselves.

**Garden Educator/Manager Position:** SG will be spending less direct time with GEM yet continue to support schools to sustain GEM position. By the end of year two, support for the GEM position will transfer to the district. SG will continue to support GEM through their learning community. Schools and GEM implement strategic funding plan with support of SG (e.g. linking GEM to grant writer and school PTAs).

**On-going Teacher Support:** Teachers are getting increasing online resource support and being supported in their already established Teacher Learning Communities by SG team. Opportunities for continued education) will continue to be advertised and, at times funded, by SG program. Field trips to
local farms and gardens will be designed, advertised, and supported by SG program.
**Year 3**

*Garden Sustainability*: Gardens and their systems (e.g. irrigation, soil fertility and overall maintenance) will be in hands of GEM and schools. SG will be available for consultation as necessary, but otherwise giving the schools and their GEMs the ownership of the gardens (upholding the commitments in the MOUs). The end of this full cycle will also be an opportune time to evaluate the program model.

*Community Connections*: SG staff will continue to cultivate healthy relationships between schools, businesses and community groups by possibly forming a formal advisory group at schools. Schools will be familiar and have all known resources in their hands to use independently at their discretion.

*Garden Educator/Manager Position*: GEM will be financially supported by the school/district, in whatever means they have determined. SG staff will continue to serve as a resource for and provide guidance to the GEM. Seasoned GEM will be mentoring and sharing best practices with newer GEM in a learning community of their own. SG staff will be available upon request for additional support. By their 3rd year of participation the school should have secured funding and have a honed plan to maintain the garden.

*Teacher Support*: Participating teachers will be linked through regional learning communities. The teacher learning communities will be run by and for the teachers, as in the SBCEO Learning Community model.

Once the participating schools of a given year have been identified and their garden development in process, SG staff will begin reaching out to new districts and/or schools throughout the county to introduce the program and vetting process to the next generation of participating schools. This will begin the next cycle of inducted schools with ample time for the process while avoiding lag time between the end of one school year and the beginning of the next, creating a more efficient yearly cycle.

**Lifecycle of an Existing Participating Schools**

**Year 2**

*Garden Sustainability*: Many schools are still in need of direct attention due to the shortcomings of the selection and commitment process of last year. However, to move forward coherently, SG staff needs to have a conversation with existing schools to see if they still desire and are committed to participating in program; assuming this is the case, new MOUs need to be signed by all schools. Current MOU expires June 30, 2010.

*Community Connections*: SG coordinators will continue to establish the community support to better ensure the long term maintenance of the garden. This process brings parent groups, local businesses, and other community organizations into the garden team to provide volunteer and material support. This critical component will also provide additional resources and connections to sustain the GEM position.

*Garden Educator/Manager Position*: The SG team is transitioning the 16 schools into the garden manager/educator system as quickly as possible. SG will identify and train GEMs and connect them to
K-5 school faculty and staff, ensuring that everyone understands each others’ roles. The GEM will be the primary support for the school garden community, which includes lead teachers and serves as liaison with SG Coordinators. SG Coordinators will support GEM through ongoing garden and curriculum integration training by establishing a GEM Learning Community. SG will work with the schools to establish ongoing support for the GEM position.

Teacher Support: The SG team will continue to provide teacher training in schools where gardens were installed in the previous grant cycle using effective, efficient models emphasizing teacher learning communities. Teachers will be encouraged to take part in local gardening forums through the SG Wiki website, view Life Lab videos online, and attend workshops put on by Art From Scrap and other local garden-related groups for continued education.

Year 3 - Same as New Participating schools (detailed above)

<table>
<thead>
<tr>
<th>Short and Long Term Program Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Install or enhance additional gardens, meeting ADA accessibility standards;</td>
</tr>
<tr>
<td>• Establish garden educator position and link GEM with lead teachers;</td>
</tr>
<tr>
<td>• Assist lead teachers and schools in developing a long term funding arrangement for GEM;</td>
</tr>
<tr>
<td>• Establish garden educator learning communities;</td>
</tr>
<tr>
<td>• Provide LifeLab curriculum (grades K-5) to all schools;</td>
</tr>
<tr>
<td>• Establish Teacher Learning Communities;</td>
</tr>
<tr>
<td>• Link teachers to online garden-food resources and education;</td>
</tr>
<tr>
<td>• Establish a plan for garden sustainability with participating schools;</td>
</tr>
<tr>
<td>• Connect lead teachers and schools to community volunteer organizations, local businesses that can supply garden materials and other local community groups for ongoing garden support.</td>
</tr>
</tbody>
</table>

Assessment/Evaluation of Program Goals

This coming academic year (2010-2011), SG will develop and employ a simple evaluation tool to test the programs effectiveness. We will include school administration and teachers, GEM and Garden Coordinators in the evaluation. This evaluation will be designed to improve adaptive management of the program.
## Proposed Budget for eCool Gardens Program
July 1, 2010–June 30, 2011

<table>
<thead>
<tr>
<th>Itemized Breakdown</th>
<th>SBC Code</th>
<th>PROJECTED FULL Sub Category Totals</th>
<th>PROJECTED Category Totals</th>
<th>PROJECTED SLIMMED Budget</th>
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Item 6.1 w
Page 8 of 8
8/20/10
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Re: INTERNAL BUDGET TRANSFERS - FISCAL YEAR 10-11

WHEREAS, the Santa Barbara City College District Board of Trustees on June 24, 2010, adopted a tentative budget for the fiscal year; and

WHEREAS, routine budget transfers between major objects have been requested by department chairs to better meet changing fiscal needs;

NOW, THEREFORE, BE IT RESOLVED that budget transfers be made resulting in the net effect as shown:

<table>
<thead>
<tr>
<th>Description</th>
<th>Fund</th>
<th>Object</th>
<th>Increase</th>
<th>Decrease</th>
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</thead>
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<td>100000-Academic Salaries</td>
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PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College
District this 26th of August 2010, by the following vote:

Ayes:

Noes:

Absent:

Concur:

Dr. Andreea M. Serban
Superintendent/President and Secretary/
Clerk to the Board of Trustees
RE: Additional Revenue 2010-2011  Resolution No. 8 (2010-11)

WHEREAS, additional revenue not included in the 2010-2011 Tentative Budget has been received and needs to be appropriated, and

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

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

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<tr>
<th>Program</th>
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<td>General Fund - Restricted</td>
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<th>Revenue</th>
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$51,193 $51,193

Total New Money

$51,193

PASSED AND ADOPTED BY THE Board of Trustees of the Santa Barbara Community College District on the 26th day of August 2010, by the following vote:

Ayes:

Noes:

Absent:

Concur:

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

Re: INTERNAL BUDGET TRANSFERS - FISCAL YEAR 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</th>
<th>Increase</th>
<th>Decrease</th>
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</table>
PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College
District this 26th of August 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. 10 (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.

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<th>Program</th>
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<th>Revenue Object</th>
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<th>Budget Object</th>
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**Total New Money**

$32,786

**PASSED AND ADOPTED BY THE** Board of Trustees of the Santa Barbara Community College District on the 26th day of August 2010, by the following vote:

Ayes:

Noes:

Absent:

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

OF THE GOVERNING BOARD OF THE

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

RE: PAYMENT OF OUTDATED WARRANTS

WHEREAS on February 3, 2006 the Santa Barbara Community College District Board of Trustees did hire Hiui K Liu, hereinafter called A & R Assistant I, as Student worker.

WHEREAS on April 30, 2006 said Student Worker did complete for said District all or part of said Services, and

WHEREAS said District did on April 30, 2006 accept as complete and in good order Those services for which claim for payment is being made by said Student Worker, and

WHEREAS this obligation has not been paid within the limit of time set forth by law Due to the following circumstance: warrant dated 05/10/06 - $354.70 was misplaced, and

WHEREAS this District recognizes that inasmuch as said obligation has not been paid Within the limit as time set forth by law, there is no legal requirement that said Obligation be paid;

THEREFORE BE IT RESOLVED that since the Santa Barbara Community College District acknowledges a moral obligation to pay said Student Worker for said services, Those provisions of law that remove the legal requirement to pay are not being Invoked by said District, and the obligation is hereby ordered paid by a formal Vote as follows:

Ayes:

No’s:

Absent:

Concur:

I hereby certify that the foregoing is a full, true and correct transcript of a resolution duly adopted and affirmed by the Board of Trustees of the Santa Barbara Community College District at a duly constituted regular meeting of said Board, held on August 26, 2010 as it appears upon the minutes of said meeting.

Dr. Andreea M. Serban
Superintendent/President and