RESOLUTION NO. 21 (2011-12)

RESOLUTION OF THE BOARD OF TRUSTEES OF THE SANTA BARBARA COMMUNITY COLLEGE DISTRICT ESTABLISHING TRUSTEE AREAS FROM WHICH DISTRICT GOVERNING BOARD MEMBERS WILL BE ELECTED AND APPROVING THE ELECTION OF SUCH BOARD MEMBERS IN A BY-TRUSTEE AREA ELECTION PROCESS

WHEREAS, The Santa Barbara Community College District ("District") currently uses an at-large process of electing its governing board members; and

WHEREAS, At-large election processes such as the District's are subject to challenge under the California Voting Rights Act of 2001, codified at sections 14025-14032 of the California Elections Code ("CVRA"); and

WHEREAS, a by-trustee area election process is not vulnerable to challenge under the CVRA; and

WHEREAS, In a by-trustee area election process, candidates for the District's Governing Board of Trustees (the "Board") must reside within a specific geographic subarea of the District called a "trustee area" and candidates are elected only by the voters of that trustee area; and

WHEREAS, Education Code section 72036 allows Community College Districts to transition from an at-large election process to a by-trustee area election process upon the adoption of a resolution by the District's Board in support of transitioning to a by-trustee area election process and upon the approval of the Board of Governors of the California Community Colleges; and

WHEREAS, District staff and consultants have prepared proposed trustee area plans and recommendations (the "Plans") that the Board has considered; and

WHEREAS, the Board has conducted public hearings on September 22, 2011 and October 27, 2011, to receive public input and comment on the Plans; and

WHEREAS, the Board has considered all such public input and comment on the Plans; and

WHEREAS, the Board hereby adopts Plan 2, a copy of which is attached to this Resolution as Exhibit "A", for use in the District's next regularly scheduled governing board member election occurring in November, 2012 in a by-trustee area election process; and

WHEREAS, Each trustee area in Plan 2 contains substantially equal population utilizing the most recent decennial federal census data as required by Education Code section 72036; and

WHEREAS, the trustee areas from which governing board members will be elected in November, 2012, are Areas ____, _____ and ____; and
WHEREAS, the trustee areas from which governing board members will be elected in the following governing board member election occurring in November, 2014, are Areas ___ and ___.

NOW THEREFORE, be it resolved by the Governing Board of Trustees of the Santa Barbara Community College District as follows:

1. That the above recitals are true and correct.
2. That the Board hereby adopts Plan 2 for use in a by-trustee area election process commencing with the District’s next regularly scheduled governing board member election occurring in November of 2012.
3. That the Chancellor and/or his/her designee take all actions necessary to obtain the approval of this change from the Board of Governors of the California Community Colleges and provide whatever information or assistance may be required by the Board of Governors to complete this process.

ADOPTED, SIGNED AND APPROVED this 10th day of November, 2011.

________________________________________
President of the Governing Board for the
Santa Barbara Community College District

I, Dr. Jack Friedlander, Clerk of the Governing Board of the Santa Barbara Community College District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the 10th day of November, 2011, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

________________________________________
Clerk of the Governing Board of the
Santa Barbara Community College District
BOARD OF TRUSTEES  
AREA AND ELECTION YEAR

**OPTION 1**

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**OPTION 2**

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District Initial Proposal: Agreement between the International Brotherhood of Teamsters, Local 186 and the Santa Barbara Community College District

[insert applicable dates of Agreement]

[insert table of contents]
1. **PREAMBLE**

This Agreement is made and entered into this ___ day of ______, 2011, by and between the Santa Barbara Community College District (hereinafter referred to as "District") and the International Brotherhood of Teamsters, Local 186 (hereinafter referred to as Teamsters or Union).

Subjects not covered in this Agreement shall be governed by the District Policies and Procedures for Classified Employees. In the event of conflict regarding a particular subject, the Agreement shall prevail.

2. **Recognition**

The District recognizes the Teamsters as the exclusive representative for the unit of classified supervisors. The unit excludes all other District employees.

3. **District Rights**

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the fullest extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out and transfer work out of the unit; and take action on any matter in the event of an emergency.

In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

The District retains its right to amend, modify or suspend policies and practices referred to in this Agreement in cases of emergency as authorized by law.

4. **Compensation**

4.1 Compensation.
The 2010 salary schedule will remain unchanged during the term of this Agreement. However, if the District receives a cost of living adjustment (unrestricted general funds) included in the signed 2012/13 or 2013/14 state budgets as reflected on the applicable First Principal Apportionment documents, the parties will reopen negotiations on the subject of salaries.

4.2. Salary Schedules

Unit members will be paid according to salary schedule "x" as referenced in Appendix A.

4.3 Guidelines for Administration of Classified Supervisors Salary Schedule

4.3.1 Earned Doctorate

Classified supervisors with an earned doctorate received from a fully accredited institution receive the doctoral bonus provided full-time faculty members. The institution must have been accredited for at least five years prior to the time the doctorate was earned and received. A fully accredited institution is an institution of higher education accredited by a United States recognized regional accrediting association or the Committee of State Bar Examiners of the State Bar of California or the American Medical Association (AMA), effective 7/1/96.

4.3.2 Service Increments

Ten Years

A unit member who is employed not less than 20 hours a week, and who has served in the employ of the Santa Barbara Community College District for ten (10) years, shall be granted a career increment at ten years equivalent to 2.5% of the basic salary a month to which s/he is entitled in her/his respective position, time assignment, and salary schedule classification established by the Board of Trustees.

Fifteen Years

A unit member who is employed not less than 20 hours a week, and who has served in the employ of the Santa Barbara Community College District for fifteen (15) years, shall be granted a career increment at fifteen years equivalent to 7.5% of the basic salary a month to which s/he is entitled in her/his respective position, time
assignment, and salary schedule classification established by the Board of Trustees.

For each additional five year increment of service as described above beyond year fifteen (15), an additional career increment equivalent to 2.5% of the basic salary a month to which s/he is entitled in her/his respective position, time assignment, and salary schedule classification established by the Board of Trustees shall be granted.

In determining eligibility for a longevity career salary increment, the calculation of service to the college will include all years of full-time service whether under federal, state, or private sector funding and whether in district probationary or regular status.

4.4 Promotion

a. An employee who receives a promotion from a bargaining unit position to a higher level supervisory position shall be placed on the new salary range with credit given for directly related paid experience at SBCC and/or other institutions as follows:

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<tr>
<th>Months</th>
<th>Step</th>
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<tr>
<td>0-23</td>
<td>1</td>
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<tr>
<td>24-47</td>
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<td>96-119</td>
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<td>120 or more</td>
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Salary placement will guarantee not less than a 5% increase. The newly promoted employee may be placed up to Step 7 due to extraordinary circumstances if approved by the Area Vice President* in consultation with the Vice President of Human Resources and Legal Affairs. If they cannot agree, the matter will be referred to the Superintendent/President. A newly promoted employee may be placed up to Step 9 due to extraordinary circumstances if approved by the Superintendent/President.

*The Superintendent/President will work with HR/LA on placement of Vice Presidents.
4.5 Salary placement for new employees

New employees shall be placed in the salary range associated with their Classification with credit given for directly related full-time paid experience as follows:

<table>
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<tr>
<th>Experience</th>
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<td>0-23 months</td>
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<td>Step 6</td>
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A new employee may be placed up to Step 7 due to extraordinary circumstances if approved by the Area Vice President* in consultation with the Vice President of Human Resources and Legal Affairs. If they cannot agree, the matter will be referred to the Superintendent/President. A new employee may be placed up to Step 9 due to extraordinary circumstances if approved by the Superintendent/President.

*The Superintendent/President will work with HR/LA on placement of Vice Presidents.

5. Hours

5.1 The regular work week of a full-time unit member is forty (40) hours Monday through Friday, and the regular work day shall be eight (8) hours. Full time employment is based on 12 months' work, (2080 hours). The scheduling of the hours and the work week, however, shall be at the sole discretion of the District management.

5.2 Notwithstanding the above, the District may establish alternative work week schedules, eg., a ten-hour per day, forty-hour four consecutive-days workweek, in accordance with Education Code Section 88040 as amended.

8. Benefits

Health and Welfare Benefits

8.1 Unit members will receive Health and Welfare Benefits according to Appendix B attached hereto and under the plans described therein.

8.2 Participation will be available for domestic partners pursuant to Appendix C
8.3 Upon the death of an active employee, a surviving spouse/domestic partner and/or dependent(s) shall continue to receive, for a six (6) month period from the date of death, the District contributions toward insurance coverage. The surviving spouse/domestic partner/dependent(s) may remain in the District's medical plan in accordance with the provisions of public law (COBRA).

8.4 Upon the death of a retiree who is enrolled in the District's medical and dental plans, a surviving spouse/domestic partner and/or eligible dependents may remain in the District's medical and dental plans so long as they meet the eligibility rules and pay the premium for such coverage.

For unit members, "immediate family" means mother, mother-in-law, father, father-in-law, grandmother or grandfather of the unit member or the spouse or domestic partner of the unit member, spouse, domestic partner, grandchild, son, son-in-law, daughter, daughter-in-law, stepson, stepdaughter, step-parents, brother or sister of the unit member, and any other relative living in the immediate household of the unit member.

9.1 Sick Leave

9.1.1 Sick leave is the authorized absence of a unit member because of personal illness or injury or exposure to contagious disease.

9.1.2 Full-time unit members shall accrue sick leave for personal illness or injury at the rate of one (1) day for each calendar month of service or major fraction thereof during the fiscal year.

9.1.3 Unit members serving less than a fiscal year or on less than a full-time basis shall accrue sick leave in proportion that the time worked bears to a fiscal year of full-time service.

9.1.4 A new unit member of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled under Education Code Section 88191 or 88196, until the first day of the calendar month after completion of six (6) months of active service with the District.

9.1.5 Unused sick leave provided above shall be accumulated from year to year with no cumulative limit.

9.1.6 Legal holidays, Saturdays, and Sundays shall not be counted as any part of said sick leave unless the unit member is obligated to work on such days.

9.1.7 Whenever a unit member is absent because of illness or injury, the unit member shall submit the District Absence Report Form to his/her supervisor. Additionally, whenever the unit member is absent for more than five (5) consecutive working days, the District questions the appropriateness of the use of leave or there is a question as to the employee's fitness for duty, the unit member must submit to the Human Resources & Legal Affairs Department verification by the unit member's medical authority, in order to establish the validity of such medical absence. Such verification from the medical authority shall include either (1) a statement concerning the unit member's illness or injury (using the District's Medical Verification for Leave/Return to Work form) or the District's Medical Verification for Extended Leave/Return to Work Certification forms as appropriate.)
Under no circumstances may sick leave be used in lieu of, in addition to, or as vacation, except as provided in Section 9.2 of this Agreement.

9.1.8 Termination of a unit member's employment or service shall abrogate all sick leave accrued to the time of such termination. However, if such person subsequently re-enters employment or service within 39 months from the date of separation as provided in these policies, all benefits shall be restored.

9.1.9 Upon written request a new unit member who has been employed in a California public school district within one (1) year of the time he/she is employed by the Santa Barbara Community College District shall have any unused sick leave remaining from said former district transferred to the unit member's sick leave account in the Santa Barbara Community College District.

9.1.10 Upon separation from the District no remuneration will be paid for unused sick leave. Upon separation from the District, any absence due to illness or injury beyond authorized sick leave shall be deducted from the final warrant of the unit member.

9.2 Vacation

For the purpose of this section, "continuous service" shall mean employment for 10 or more calendar months of each school year.

A new employee shall not be eligible to take more than six days, or the proportionate amount to which s/he may be entitled, until the first day of the calendar month after completion of six months of continuous service with the Santa Barbara Community College District. Under certain circumstances and only upon written approval of his/her supervisor, an employee may take vacation days during his/her first six months. Each regular full-time employee shall be entitled to vacation leave with pay, subject to the following provision:

a. From the employment date of full-time service, employees earn 14.667 hours credit for each calendar month, or major fraction thereof, of paid employment.

b. After the completion of seven years of full-time service, employees shall begin earning 16.00 hours of credit for each calendar month, or major fraction thereof, of paid employment.

c. After the completion of twelve years of full-time service, employees shall begin earning 16.667 hours of credit for each calendar month, or major fraction thereof, of paid employment.
9.2.1 It is the policy of the District that vacation be taken annually; however, vacation credit may be accumulated to a total, as of June 30th each fiscal year, not exceeding that which the unit member could earn in twenty-four (24) months.

9.2.2 No payment in lieu of taking vacation shall be paid to any unit member, except upon separation from employment, except that unit members who have not completed six months employment in probationary status shall not be entitled to such payment. Any pay in lieu of accrued vacation shall be at the regular rate of pay earned at the time of separation.

9.2.3 Vacations must be scheduled in advance and must be taken at times convenient to the department to which the unit member is assigned. Requests for vacation must be made in writing and approved by the immediate supervisor.
9.3 Catastrophic Illness Leave Donation Program

9.3.1 Purpose: The purpose of this program is to allow permanent employees to donate their accrued, unused sick leave to catastrophically ill or injured fellow employees who have completely exhausted other paid leave benefits. The program is voluntary.

9.3.2 Contributions: Consistent with the guidelines that follow, any employee may donate up to five (5) days of accumulated sick leave to another eligible college employee (classified supervisors unit, Management Group, confidential employee, CSEA unit member or IA unit member) who has suffered a long-term catastrophic illness or injury and has exhausted all other available paid leave. Donations must be for a minimum of one day (based on the donating employee’s assignment). Donations are irrevocable; unused days are retained by donee. Terminating employees may donate up to six (6) days.

(1) The donating employee must, after the donation, retain a minimum of two year’s worth of accrued, unused sick leave from prior accumulations.

(2) The donating employee shall execute and file with the Human Resources and Legal Affairs Department a form authorizing and irrevocable assigning the donated leave to the donee employee.

9.3.3 Eligibility: Employees shall be eligible to request the donation of other SBCC employees’ sick time subject to the following conditions and limitations:

(1) The employee is a permanent employee of the college.

(2) The employee suffers from a non-industrial, catastrophic illness or injury which for a period of not less than one hundred (100) work days has caused the employee to be incapacitated from the performance of duty as an employee of the District, and is expected to continue to be incapacitated for an extended period of time (at least 30 days). Examples of such catastrophic illness or injury include life threatening injury or illness, cancer, AIDS, heart surgery, stroke, etc.

(3) The employee has exhausted all of his/her available paid leaves, including regular and extended sick leave.
(1/2 pay) and vacation. Any sick leave and vacation accrued while on catastrophic leave shall be used before donated leave.

(4) The maximum number of donated days which may be utilized by one employee for a single catastrophic illness or injury shall not exceed 125 days.

(5) Each employee shall be limited to one donation request per school year.

(6) Donations may only be accepted during a two (2) week call for donations window period.

(7) Donated leave shall be charged on the basis of hour for hour regardless of the classification family and/or salary schedule of employees donating leave and employees receiving leave.

9.3.4 Administration:

(1) Applications for benefits shall be submitted to the Human Resources and Legal Affairs Department on a District form.

(2) The applicant shall provide medical verification of catastrophic illness or injury from a physician before the application will be considered.

(3) After verifying the employee’s eligibility, the District’s Human Resources and Legal Affairs Department will circulate a request for sick leave donations to be submitted to the payroll department (two week window period). A District request form must be used.

(4) Donated sick leave not used prior to the employee’s return to service shall be retained by the donee.

(5) The donee employee shall be solely responsible for any taxes on the hours received. Such taxes shall be withheld at the normal rate for the employee. In the event the State or Federal governments rule that a tax liability is due other than what was withheld, the employee shall be solely liable for the additional taxes.

(6) No action taken under this section shall be subject to any District grievance procedure. Employees voluntarily participating in this program shall hold the District
harmless for any and all disputes arising out of this program. Use of donated sick leave is a privilege and not an entitlement.

9.4 **HOLIDAYS**

9.4.1 Except as otherwise provided, all unit members shall be entitled to the following paid holidays provided they were in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

9.4.2 Holidays specified by Education Code: January 1, February 12, third Monday in February, last Monday in May, July 4, Labor Day, November 11, Thanksgiving Day, December 25, and every day appointed by the President of the United States or the Governor for a public fast, thanksgiving, or holiday as specified in the Education Code.

When such a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When such a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

When a unit member consents to a workweek including Saturday or Sunday or both, and as a result thereof the unit member loses a holiday to which he or she would otherwise be entitled, the District shall provide a substitute holiday for such unit member, or provide compensation in the amount to which the unit member would have been entitled had the holiday fallen within his or her normal work schedule.

9.4.2 Holidays specified by the Board of Trustees for unit members: Friday following Thanksgiving, four (4) consecutive working days between Christmas Day and New Year's Day; Martin Luther King Day; and every other day which the Board specifies as a holiday for unit members.

9.4.3 Paid status is defined as including time worked and time during which any unit member is excused from work but paid because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence.

9.4.4 Prior to July 1 of any school year, the Board of Trustees may designate other days during each such year as the holidays to which unit members shall be entitled in lieu of holidays on February 12, third Monday in February, last Monday in May, November 11, provided that such designated in-lieu days shall provide for at least a three-day weekend.

10. **Professional Growth**
The members of the bargaining unit will be eligible to participate in the Management Professional Growth Program as designed by the Management Professional Growth Committee.

11. **Participation in Tax Annuity Programs**
   Unit members employed regularly more than 20 hours a week may participate in a tax annuity plan.

12. **Layoffs**

   Layoffs may occur for lack of work or lack of funds. Normally such layoffs will be effective at the end of a fiscal year. An employee subject to layoff will be given at least forty-five (45) days notice before the layoff will be effective.

   12.1 **Order of Layoff**

      12.1.1 Whenever a unit member is laid off, the order of layoff within the class shall be determined by length of service. The unit member who has been employed the shortest time in the class, plus higher classes, shall be laid off first.

      For purposes of this section, "length of service" shall be determined by the date a unit member first entered into probationary status in the classified service of the District. Seniority in a particular class shall be determined by the hire date in that class. "Length of service" shall include all service in paid status and military leave of absence.

   12.1.2 **Time in the Class**

      a. An employee who is changed from one job classification to another (due to promotion, reassignment, reclassification) shall have his/her seniority in the new class begin on the date of the change in classification.

      b. Exceptions to this are where only the title has been changed, former classification has been eliminated, and in cases of demotion. In these cases, the employee's seniority shall be computed from the date of his/her earliest entrance into the former classification.

      c. For purposes of this Agreement seniority for employees who have been reclassified as a result of the implementation of the 2005 Ewing Study shall be treated in the same manner as set forth in subsection (b) above.

12.2 **Rights of Employees Upon Layoff**
12.2.1 A re-employment list for each class subjected to layoffs will be established and maintained for at least 39 months or until exhausted, whichever is sooner.

12.2.2 The names of employees who are laid off will be placed on the re-employment list in accordance with length of service in the class, plus higher classes, and they shall be re-employed in accordance therewith as vacancies occur in the class for which the list has been established.

12.2.3 Persons on a layoff re-employment list will be re-employed over all other candidates for the position vacancy except for re-employment list established in accordance with the provisions of Education Code Sections 88191 and 88195 when those lists were established after the layoff was effectuated.

12.2.4 Offer of Re-employment. When a vacancy occurs in a class for which layoff reemployment list has been established, the senior employee will be notified in writing at the last known address given the District by the employee and given an opportunity to accept the vacancy. The laid-off employee may decline the offer of employment and retain his/her position on the list. If he/she twice declines an appointment, his/her name will be removed from the list and he/she forfeits all rights to which he/she would otherwise be entitled.

12.2.5 An employee required to be laid off may be assigned to a position vacancy in another class for which he/she is qualified. Such assignment will not be made on previous length of service, but if so assigned, salary schedule placement will be made on the basis of prior service. In the event of future layoffs within the new class of assignment, length of service for layoff purposes will be counted only from the time of assignment to the position.

Assignment to a position vacancy in another class under this Article does not affect the employee's layoff rights under other subsections.

12.2.6 Rights Upon Re-employment. A person re-employed from a layoff list will, upon resumption of his/her duties, be fully restored as a permanent employee and the break in service will be disregarded.

12.2.7 Acceptance of Substitute or Short-Term Employment. An employee who has been laid off for lack of work or lack of funds and who is on a layoff re-employment list may be re-employed as a substitute or short-term employee (as that latter term is defined in Education Code section 88003) in any class for which qualified and such employment shall in no manner jeopardize or otherwise affect his/her status or eligibility for re-employment.
The District will attempt to provide substitute or short-term employment to those on a re-employment list in accordance with their relative seniority but are not bound by seniority.

12.2.8 Displacement Rights.

a. An employee in the classified service who is laid off from a class and who has previous service in an equal or lower class shall have the right to displace an employee with less seniority in that class. Seniority shall include the total of the previous service in the equal or lower class plus service in the class from which layoff occurs and in higher classes.

b. A classified employee who is displaced by an employee with greater seniority shall have displacement rights as though he/she had been laid off for lack of work or lack of funds.

12.2.9 Any reduction in regularly assigned hours shall be considered a layoff under the provisions of this Article.

12.2.10 Equal Seniority. If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater bargaining unit seniority or, if that be equal, the greater hire date seniority, and if that be equal, then the determination shall be made by lot.

12.2.11 The foregoing represents the agreement between the parties regarding the impact of layoffs (and/or a reduction in hours). As such, the District will not be obligated to engage in any additional negotiations regarding this subject in the event future layoffs are implemented.

13. Grievance Procedure

13.1 Definitions

A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Trustees or by the Administrative regulations and procedures of this college district are not within the scope of this procedure.
A "grievant" is any unit member covered by the terms of this Agreement or a representative of the Union.

A "day" is any day in which the central administrative office of the Santa Barbara Community College District is open for business.

The "immediate supervisor" is the lowest level non-unit supervisor designated by management to administer grievances and having immediate jurisdiction over the grievant.

The "appropriate administrator" is the Vice-President for that department.

13.2 Representation

The Teamsters' Job Steward and the grievant will receive paid time off from duties to attend any meetings or hearings pursuant to this grievance procedure. The unit members who are designated as Job Stewards are subject to the following conditions:

13.2.1 By no later than sixty (60) days following the signing of this Agreement the Union will designate in writing to the Superintendent/President not more than three (3) employees and their alternates, who are to receive the time off; the number of designated Job Stewards in attendance at grievance conferences and hearings shall be limited to one (1).

13.2.2 After notifying his/her immediate supervisor, a Job Steward shall be permitted to leave his/her normal work area during "reasonable times" in order to assist in presentation of grievances. The Job Steward shall advise the supervisor of the grievant of his/her presence.
13.2.3 The Job Steward will provide reasonable advance notice regarding his/her need to be released from duties; and

13.2.4 That such time off for processing grievances shall be limited solely to representing a grievant in a conference with a management person, beginning at Level I, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation.

Both the grievant and the District shall have the right to the assistance of legal counsel at any level of the grievance procedure beyond Level I. The grievant shall also have the right to the assistance of a Union staff representative at any level of the grievance procedure beyond the Informal Level. At least forty-eight (48) hours notice shall be given to all parties concerned when it is the intention of either party to be accompanied by legal counsel.

13.3 Informal Level

Before filing a formal grievance the grievant must attempt to resolve it by an informal conference with his/her immediate supervisor.

Level I

Within thirty (30) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate District form to his/her immediate supervisor.

This statement shall be a clear, concise statement of the grievance, provision(s) of the Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. The immediate supervisor shall communicate his/her decision to the unit member in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

Level II

If the grievant is not satisfied with the decision at Level I, he/she may within ten (10) days appeal the decision on the appropriate District form to the Superintendent/President or his designee, provided that his designee is not the same person as at Level I.

This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal.

The grievant shall, within the ten (10) day limit, have the right to request a personal conference with the Superintendent/President in order to present the
grievance. At the personal conference, there will be no necessity to restate what
has been previously set forth in the written grievance as the
Superintendent/President will have reviewed it prior to the personal conference.

Oral presentation should be limited to clarification and emphasizing any particular
points that the grievant deems necessary.

The Superintendent/President or his/her designee shall communicate his
decision to the grievant within ten (10) days after receiving the grievance or date
of personal conference whichever comes later.

Level III

If the grievant is not satisfied with the decision at Level II, he/she may within ten
(10) days of receipt of the decision or ten (10) days of the date the decision
should have been issued if no decision was issued, appeal the matter to
mediation. The written appeal shall be sent to the Superintendent/President with
a copy to the Union.

The District will coordinate scheduling a meeting with a mediator from the
California State Mediation and Conciliation Service as soon as reasonably
possible for all parties.

Level IV

If the grievant is not satisfied with the outcome at Level III or the grievant
declined to pursue Level III mediation, he/she may appeal the Level II decision
in writing to the Board of Trustees.

This appeal shall include a copy of the original grievance and lower level
appeals, the decisions rendered, and a clear, concise statement of the reasons
for the appeal.

The Board of Trustees, or their designee, shall communicate their decision to the
grievant within a reasonable time after receiving the appeal and within ten (10)
days of their decision. The decision of the Board of Trustees shall be final.

14. Severability

If any provision(s) of this agreement are held to be contrary to law by a court of
competent jurisdiction such provision(s) will not be deemed valid and subsisting except
to the extent permitted by law, but all other provisions will continue in full force and
effect.

15. Concerted Activities

15.1 It is agreed and understood that there will be no strike, work stoppage,
slow-down, picketing (excluding non-disruptive informational picketing),
abuse of District leave policies, or refusal or failure to fully and faithfully
perform job functions and responsibilities, or other interference with the
operations of the District by the Teamsters or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

15.2 The Union recognizes the duty and obligation of its representative to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow-down, picketing, abuse of District leave policies, or refusal or failure to fully or faithfully perform job functions and responsibilities, or other interference with the operations of the District by unit members who are represented by the Union, the Union agrees in good faith to take all necessary steps to cause those unit members to cease such action.

15.3 It is agreed and understood that any unit member violating this Article may be subject to disciplinary action including termination as may be deemed appropriate by the District.

15.4 In the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement, in District policy, or by Education Code from any unit member and/or the Teamsters, to the extent permitted by law.

15.5 In the event this Article is violated, the District shall be reimbursed by the Union for any expenses or damages suffered by the District resulting from this violation.

15.6 The District will not engage in any lockout during the term of this Agreement.

16. Support of Agreement

The Teamsters agrees to support this Agreement for its term and will not appear before the public school employer in order to seek change or improvement in any matter subject to the meet and negotiation process without the agreement of the District and the Union.

17. Effect of Agreement

17.1 This Agreement constitutes the total and entire agreement between the parties and no verbal statements shall supersede any of its provisions.

17.2 This Agreement supersedes previous Memoranda of Understanding between the District and Classified Administrators or between the District and the M/S/C group.

17.3 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law, and that in the absence of
specific provisions in this Agreement, such practices and procedures are
discretionary with the District to the extent permitted by State law.

18. **Term**

This agreement will be in effect from the date of its ratification/adoPTION up to and
including December 2013.
APPENDICES
Appendix A – Supervisory Salary Schedules
Appendix B – Health and Welfare Benefits
Appendix C – Domestic Partnership
Appendix D – Tuition Reimbursement
APPENDIX B: HEALTH AND WELFARE BENEFITS

1. The District will provide for each full-time eligible unit member up to the following sum of money for payment of premiums for existing unit members for mandatory health and welfare benefits. Such amount shall be pro-rated for eligible unit members who work less than full-time, but half-time or more.

<table>
<thead>
<tr>
<th>2010-2011</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Medical Coverage Waiver</td>
<td>$2,000</td>
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<tr>
<td>Single</td>
<td>$6,195</td>
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<tr>
<td>Two-party</td>
<td>$11,144</td>
</tr>
<tr>
<td>Family</td>
<td>$15,933</td>
</tr>
</tbody>
</table>

For the 2011/12 school year, the District will increase its contribution to any increase in the cost of insurance premiums by the dollar increase to the premium for the 80% plan (single, two party and family rates), not to exceed 5%. Any excess cost will be the responsibility of the employee.

2. Mandatory health and welfare benefits will include:

(a) The District medical plan (except for verified comparable spousal coverage)
(b) The District life insurance plan
(c) The District income protection plan, which will be provided at a payment rate of two-thirds of an employee’s regular salary, up to a maximum of $5,000 per month
(d) The District dental plan (minimum coverage is employee only), provided however, dental insurance is not required if the employee waives medical insurance (per Section 2(a) above).

3. If the total cost of the mandatory benefits is less than the District’s contribution, the unit member relinquishes that unused amount (except for waivers).

4. A flexible benefits plan (as defined in Internal Revenue Code Section 125) consisting of options for premium conversion, un-reimbursed medical expenses, and dependent care will be available for employees choosing to participate. Monthly service fees for each employee’s flexible benefit plan accounts will be paid by that employee.

5. The College Benefits Committee is responsible for the selection of the different benefit programs. If the total cost of the mandatory benefits is more than the District’s contribution limits set forth above, then the eligible unit member shall be individually responsible for the difference.

6. Bargaining unit members who regularly work more than twenty (20) or more hours per week shall be eligible to participate in the District’s tax sheltered annuity plan (403b) program. The District shall as permitted by law continue to permit employees on medical
plan waivers to purchase tax-sheltered annuities from District funds after mandatory benefits are purchased.
Appendix C

Domestic Partner Coverage Procedures

I. Eligibility:

Santa Barbara City College (SBCC) will provide benefits for Domestic Partners of the same or opposite sex and dependent children of Domestic Partners as follows:

A domestic partnership shall be established when both persons file a Declaration of Domestic Partnership with the Secretary of State and, at the time of filing, all of the following requirements are met:

(1) Both persons have a common residence.

(2) Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.

(3) The two persons are not related by blood in a way that would prevent them from being married to each other in this state.

(4) Both persons are at least 18 years of age.

(5) Either of the following:

   (A) Both persons are members of the same sex.

   (B) One or both of the persons meet the eligibility criteria under Title II of the Social Security Act as defined in 42 U.S.C. Section 402(a) for old-age insurance benefits or Title XVI of the Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals. Notwithstanding any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over the age of 62.

(6) Both persons are capable of consenting to the domestic partnership.

Children of a Domestic Partner are eligible for enrollment on the same basis, and subject to the same requirements as stepchildren of eligible employees.

II. Documentation Required to Receive Domestic Partner Coverage:

In order to receive benefits as a Domestic Partner, the employee and the Partner must:

A. Submit proof that you have registered with the California Secretary of State

B. Complete and sign Domestic Partner medical and/or dental enrollment form(s).
III. Documentation Required for Change in Status of Domestic Partner Coverage:
The employee must notify the Human Resources & Legal Affairs Department in writing within thirty (30) calendar days of any change in the status of a Domestic Partnership.

In the event the facts attested to in the Declaration of Domestic Partnership no longer hold true due to termination of the relationship, death of a Domestic Partner, marriage to the Domestic Partner or any other cause, the employee must file a State of California Termination form with the Human Resources & Legal Affairs Office for adjustment in coverage, and mail a copy of that affidavit to the Domestic Partner.

After a termination of an existing Domestic Partner’s coverage, a subsequent Declaration of a new Domestic Partner cannot be filed until six (6) months after written notification of termination has been filed.

Domestic Partners and their dependents are eligible for continuation of coverage under the federal COBRA law or state law regarding continuing coverage under California Labor Code Section 2800.2 and attendant California statutes.

IV. Enrollment Deadlines

A. Employees currently employed, who later establish a Domestic Partnership eligible for coverage, have thirty (30) calendar days after becoming eligible to apply for coverage or must wait until the next open enrollment period to apply.

New employees hired after the original effective date of these Procedures, who have a Domestic Partner eligible for coverage, have thirty (30) calendar days after applying for coverage in which to submit required paperwork or must wait until the next open enrollment period to apply.

B. An employee will not be required to wait until the next open enrollment period if the employee can demonstrate that he or she is applying late because the Domestic Partner lost coverage previously applicable on a different benefit plan.

V. Premium Payment / Tax Consequences

The value of the Domestic Partner coverage is considered additional compensation to the employee. Therefore the value of that additional coverage is subject to federal and state taxes as well as all other payroll deductions. STRS / PERS will not be withheld from or credited to this additional amount.

The employee is responsible for covering the cost of the premium of the Domestic Partner and the Domestic Partner’s child(ren). If covering the Domestic Partner and the Domestic Partner’s child(ren) increases the premium, the difference will be paid from the employee’s wages as an after-tax payroll deduction. If the addition of the Domestic Partner and the Domestic Partner’s child(ren) does not increase the current premium, then the value of the health coverage for the Domestic Partner and the Domestic Partner’s child(ren) will be reported as taxable income to the employee. If the difference between the increase in the three-tier rate structure is
less than the value of the health coverage for the Domestic Partner, the increased amount will be an after-tax payroll deduction and the difference will be included in the employee's includible income. The includible income will be reported on the employee's W-2.
The California School Employees Association and its Chapter #289 ("CSEA") proposes to continue the provisions of our current 2009-2011 Agreement with the Santa Barbara Community College District ("District") except as may be modified in Interest-Based negotiations through mutual exploration of the parties' respective interests in the following regards:

**Article 6/Compensation and Benefits:**
Explore augmentation of salary/health benefits matters including, but not limited to, salary schedule increases and longevity increments in parity with the management/confidential longevity structure and the addition of 2 additional steps/increments to professional growth;

**Article 7/Workload:** Explore improving/inserting CSEA into the process;

**Article 8/Holidays:** Explore the addition of one annual "floating" holiday;

**Article 9/Vacation:** Explore improvements to include carry-over of vacation over and above the current 24 months cap, if the employee was not permitted, either by time constraints or direct denial, of vacation usage;

**Article 14/Layoff:** Explore improving/clarifying the process and compliance with Ed Code 88117;

**Article 23/Term:** Establish a new three-year term of the Agreement's duration;

**Appendix B:** Explore mitigation of employee cost contributions and improvements to health benefits and the early retirement incentive program.

CSEA reserves the right to amend its proposal or raise other issues of interest given that the entire agreement is up for negotiation this fiscal year. CSEA Chapter 289 is enthusiastic about working with the District to achieve successful negotiations that benefits the Association members and improves the services to the students and community.
<table>
<thead>
<tr>
<th>NAME</th>
<th>DISCIPLINE</th>
<th>BACKGROUND</th>
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</thead>
<tbody>
<tr>
<td>PUAILOA, Michelle</td>
<td>Cosmetology</td>
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</table>

**EDUCATION:**
55 units, (18 in Cosmetology), Santa Barbara City College, (1982)

Ms. Puailoa has a current Cosmetology license.

**EXPERIENCE:**
- 2009-Present: Cosmetologist, Supercuts, Goleta, CA
- 2004-2008: Cosmetologist, Maravilla Beauty Salon, Goleta, CA
- 2000-2002: Cosmetologist, De Cut Salon, Santa Barbara, CA
- 1993-2000: Cosmetologist, Ultra Beauty Supply and Salon, Goleta, CA
**SHORT-TERM HOURLY APPOINTMENTS**
All short-term appointments are limited to 19 1/2 hrs per week and 175 days per year.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Position</th>
<th>Begin/End Date</th>
<th>Cost Center</th>
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<tbody>
<tr>
<td>GIURGIU, Cristina</td>
<td>Food Services Hourly Staff I</td>
<td>10/21/11-12/31/11</td>
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<tr>
<td>GOLDFLAM, Ilana</td>
<td>Tutorial/EOPS Hourly Staff VI</td>
<td>10/11/11-12/10/11</td>
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<tr>
<td>GORE, Amanda</td>
<td>Tutorial/Bio Sci Hourly Staff VI</td>
<td>10/11/11-6/30/12</td>
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<tr>
<td>KANE, Stuart</td>
<td>Food Services Hourly Staff I</td>
<td>10/31/11-12/31/11</td>
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<td>LEVY, David</td>
<td>DSPS Hourly Staff IV</td>
<td>15/5/11-6/30/12</td>
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<tr>
<td>MARTINSON, Linda</td>
<td>Center for Sustainability Hourly Staff VI</td>
<td>10/13/11-6/31/12</td>
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<tr>
<td>TRACZ, Viviana</td>
<td>Accounting Hourly Staff III</td>
<td>10/24/11-6/30/12</td>
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<tr>
<td>WALLING, Kalin</td>
<td>Community Service Hourly Staff VI</td>
<td>11/11/11-6/30/12</td>
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<td>YEE, Calais</td>
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<td>DEPARTMENT</td>
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<tr>
<td>ANDERSON, Cody</td>
<td>Earth Science</td>
<td>SW III</td>
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<td>CHISTYAKOVA, Margarita</td>
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<td>SW I</td>
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<td>DEGLOW, Terry</td>
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<td>ENNIS, Bryan</td>
<td>FWS</td>
<td>SW V</td>
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<td>EVANS, Carol</td>
<td>HWI</td>
<td>SW I</td>
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<td>GRAB, Sara</td>
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<td>HUSTON, Emma</td>
<td>Music</td>
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<td>JAMARI, Salim</td>
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<td>KABOGOZA, Davies</td>
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<td>KHAN, Imran</td>
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<td>MENDEZ, Danielle</td>
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<td>NAKAMURA, Ayumi</td>
<td>Foundation/EH</td>
<td>SW III</td>
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<td>NAKANO, Tomoe</td>
<td>SoML</td>
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<td>RAMOS, Nancy</td>
<td>FWS</td>
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<td>RICKMAN, Chelsea</td>
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<td>RODGERS, Jonathan</td>
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<td>SHERIDAN, Chelsea</td>
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<td>SW I</td>
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<td>SULLIVAN, Constance</td>
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<td>ZHANG, Xue</td>
<td>Tutorial/Chinese</td>
<td>SW II</td>
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### SANTA BARBARA CITY COLLEGE
Co-Curricular Budget 2011 - 12

<table>
<thead>
<tr>
<th></th>
<th>ACTUAL 09-10</th>
<th>PROPOSED 10-11</th>
<th>ACTUAL 10-11</th>
<th>PROPOSED 11-12</th>
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<td>$ 80,737</td>
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<td><strong>INCOME</strong></td>
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<td>Interest-T Bill &amp; Passbook Acct</td>
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<td>All Events Pass</td>
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<td>One-Time Contribution - Athletics</td>
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<td><strong>TOTAL INCOME</strong></td>
<td>$ 83,883</td>
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<td><strong>BEGINNING BAL &amp; INCOME</strong></td>
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<td>$ 160,237</td>
<td>$ 160,362</td>
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<td><strong>EXPENSES</strong></td>
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<td>Commencement Breakfast</td>
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<td>Awards Banquet(9553)</td>
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<td>Advertising &amp; Printing(9551)</td>
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<td>Senate Judicial Affairs(9584)</td>
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<td>Supplies(9580)</td>
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<td>Music Program(9582)</td>
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<td>Weekend of Welcome (WOW)</td>
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<tr>
<td>Athletics</td>
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<td>One-Time Athletic Expenditure</td>
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<td>Dorantes Lecture(-9592)</td>
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<td>School/Community Relations - On Campus Events (-9594)</td>
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<td><strong>TOTAL EXPENSES</strong></td>
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<tr>
<td><strong>ENDING BALANCE</strong></td>
<td>$ 80,737</td>
<td>$ 80,737</td>
<td>$ 84,358</td>
<td>$ 82,308</td>
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<tr>
<td><strong>ENDING BALANCE w/Auditor Adj</strong></td>
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<tr>
<td><strong>EXPENSES &amp; ENDING BALANCE</strong></td>
<td>$ 174,862</td>
<td>$ 160,237</td>
<td>$ 160,362</td>
<td>$ 169,358</td>
</tr>
</tbody>
</table>
# Santa Barbara City College
## 2012 – 2013 Academic Calendar

### Summer Session 2012 (6/18/12 – 7/28/12)
<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 15</td>
<td>Application Deadline, Summer Session</td>
</tr>
<tr>
<td>June 18</td>
<td>Summer Session Begins</td>
</tr>
<tr>
<td>June varies</td>
<td>Last Day to Submit Approved Add Requests, Drop without 'W', Drop with Eligibility for Refund of Enrollment and Tuition (See CRN for specific deadlines)</td>
</tr>
<tr>
<td>June 22</td>
<td>Last Day to Petition for Pass/No Pass Grading</td>
</tr>
<tr>
<td>June 25</td>
<td>Priority Degree/Certificate Filing Period Begins</td>
</tr>
<tr>
<td>July 4</td>
<td>Independence Day, Holiday</td>
</tr>
<tr>
<td>July varies</td>
<td>Last Day to Withdraw from Classes/College (See CRN for specific deadlines)</td>
</tr>
<tr>
<td>July 26</td>
<td>Priority Degree/Certificate Filing Period Ends</td>
</tr>
<tr>
<td>July 28</td>
<td>Summer Session Ends</td>
</tr>
</tbody>
</table>

### Fall Semester 2012 (8/27/12 – 12/15/12)
<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 10</td>
<td>Prerequisite Challenge Priority Review Deadline</td>
</tr>
<tr>
<td>August 23-24</td>
<td>Scheduled Faculty Flex Days</td>
</tr>
<tr>
<td>August 24</td>
<td>Application Deadline, Fall Semester</td>
</tr>
<tr>
<td>August 24</td>
<td>Last Day for Disqualified Students to Apply for Readmission</td>
</tr>
<tr>
<td>August 27</td>
<td>Fall Semester Begins</td>
</tr>
<tr>
<td>September 3</td>
<td>Labor Day, Holiday</td>
</tr>
<tr>
<td>September 8*</td>
<td>Last Day to Submit Approved Add Requests</td>
</tr>
<tr>
<td>September 8*</td>
<td>Last Day to Drop without 'W'</td>
</tr>
<tr>
<td>September 8*</td>
<td>Last Day to Drop with Eligibility for Refund of Enrollment and Tuition</td>
</tr>
<tr>
<td>September 10</td>
<td>Prerequisite Challenge Late Review Deadline</td>
</tr>
<tr>
<td>September 28</td>
<td>Priority Degree/Certificate Filing Period Begins</td>
</tr>
<tr>
<td>October 25</td>
<td>Last Day to Petition for Pass/No Pass Grading</td>
</tr>
<tr>
<td>October 26</td>
<td>Last Day to Withdraw from Classes/College</td>
</tr>
<tr>
<td>November 12</td>
<td>Veterans Day, Observance</td>
</tr>
<tr>
<td>November 22-24</td>
<td>Thanksgiving Vacation</td>
</tr>
<tr>
<td>December 8</td>
<td>Last Day of Instruction</td>
</tr>
<tr>
<td>December 10-15</td>
<td>Final Exams</td>
</tr>
<tr>
<td>December 15</td>
<td>Fall Semester Ends</td>
</tr>
<tr>
<td>December 17 - January 23</td>
<td>Winter Vacation</td>
</tr>
<tr>
<td>December 23</td>
<td>Christmas, Holiday</td>
</tr>
</tbody>
</table>

*Online services only. Last day for in person service is September 7, 2011*

### Spring Semester 2013 (1/28/13 – 5/25/13)
<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1</td>
<td>New Year’s Day, Holiday</td>
</tr>
<tr>
<td>January 11</td>
<td>Prerequisite Challenge Priority Review Deadline</td>
</tr>
<tr>
<td>January 21</td>
<td>Dr. Martin Luther King, Jr. Day, Holiday</td>
</tr>
<tr>
<td>January 24-25</td>
<td>Scheduled Faculty Flex Days</td>
</tr>
<tr>
<td>January 25</td>
<td>Application Deadline, Spring Semester</td>
</tr>
<tr>
<td>January 25</td>
<td>Last Day for Disqualified Students to Apply for Readmission</td>
</tr>
<tr>
<td>January 26</td>
<td>Spring Semester Begins</td>
</tr>
<tr>
<td>February 9*</td>
<td>Last Day to Submit Approved Add Requests</td>
</tr>
<tr>
<td>February 9*</td>
<td>Last Day to Drop without 'W'</td>
</tr>
<tr>
<td>February 9*</td>
<td>Last Day to Drop with Eligibility for Refund of Enrollment and Tuition</td>
</tr>
<tr>
<td>February 9*</td>
<td>Prerequisite Challenge Late Review Deadline</td>
</tr>
<tr>
<td>February 11</td>
<td>Priority Degree/Certificate Filing Period Begins</td>
</tr>
<tr>
<td>February 16</td>
<td>Lincoln’s Birthday, Observance</td>
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<tr>
<td>February 18</td>
<td>Washington’s Birthday, Holiday</td>
</tr>
<tr>
<td>March 1</td>
<td>Last Day to Petition for Pass/No Pass Grading</td>
</tr>
<tr>
<td>March 28</td>
<td>Priority Degree/Certificate Filing Period Ends</td>
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<tr>
<td>March 29</td>
<td>Last Day to Withdraw from Classes/College</td>
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<tr>
<td>April 1-6</td>
<td>Spring Break</td>
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<tr>
<td>May 18</td>
<td>Last Day of Instruction</td>
</tr>
<tr>
<td>May 20-25</td>
<td>Final Exams</td>
</tr>
<tr>
<td>May 24</td>
<td>Commencement</td>
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<tr>
<td>May 25</td>
<td>Spring Semester Ends</td>
</tr>
<tr>
<td>May 27</td>
<td>Memorial Day, Holiday</td>
</tr>
</tbody>
</table>

*Online services only. Last day for in person service is February 8*

NOTE: Add/Drop deadline dates noted above apply to most full semester length courses. See the Course Reference Number (CRN) for deadline dates specific to short courses.
<table>
<thead>
<tr>
<th>PO Number</th>
<th>Vendor</th>
<th>Description</th>
<th>Encumbered Amount</th>
<th>Creation Date</th>
<th>Cancelled</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0002991</td>
<td>Hinchman Consulting</td>
<td>Groupwise move to Linux</td>
<td>$10,400.00</td>
<td>10/17/2011</td>
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<tr>
<td>P0002993</td>
<td>Morningstar Inc</td>
<td>Subscription Renewal</td>
<td>$925.00</td>
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<td>P0002994</td>
<td>Com Group Inc</td>
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<td>CCS Presentation Systems Inc.</td>
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<td>$1,855.20</td>
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<tr>
<td>P0002996</td>
<td>Perry Lincoln Mercury Mazda</td>
<td>Ford Ranger for Adult Ed</td>
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<tr>
<td>P0002997</td>
<td>Dell Marketing LP</td>
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<tr>
<td>P0002998</td>
<td>HSACCC</td>
<td>Membership Dues</td>
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<td>Office Depot</td>
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<td>Macmillan Publishing Service</td>
<td>i-Clicker Student Remotes</td>
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<td>P0003001</td>
<td>Blackboard Inc</td>
<td>Wireless lock for PE141</td>
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<td>P0003002</td>
<td>Kruger Bensen Ziemer Architect Inc</td>
<td>LRC DESIGN</td>
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<td>P0003003</td>
<td>Blackboard Inc</td>
<td>Wireless lock mstr controller</td>
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<tr>
<td>P0003004</td>
<td>Medical Education Technologies Inc</td>
<td>iStan Extended Warranty</td>
<td>$8,925.00</td>
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<tr>
<td>P0003005</td>
<td>Cogi Inc</td>
<td>Transcription Services</td>
<td>$5,757.75</td>
<td>10/25/2011</td>
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<tr>
<td>P0003006</td>
<td>Microsoft IT Academy</td>
<td>Membership Renewal</td>
<td>$1,487.50</td>
<td>10/25/2011</td>
<td></td>
</tr>
</tbody>
</table>
PROGRAM CONTRACT
(SBCC-RomSP12)

This Contract, made this October 3, 2011 (the Effective Date), by and between Santa Barbara City College, hereinafter known as "SBCC," and ACCENT International Consortium For Academic Programs Abroad, Limited, a California corporation in good standing, directly, and through its sister Italian entity, ACCENT Italia, srl, hereinafter known as "ACCENT."

Whereas, the parties wish to provide SBCC program participants with an opportunity to study in Rome, Italy, for Spring 2012,

NOW, THEREFORE, the parties agree as follows:

1. Program Dates:

| Depart U.S. | Monday, January 30, 2012 |
| Arrive Rome | Tuesday, January 31, 2012 |
| Depart Rome | Tuesday, May 1, 2012 |
| Spring Break | March 17 - March 25, 2012 |
| National Holidays | April 9, Easter Monday April 25, Liberation Day May 1, Labor Day |
| Number of nights | 91 |

2. Program Housing and Food:
- Double/triple occupancy rooms in shared student apartments with kitchen, bathroom, and general living area will be provided in the Residence Trastevere, or similar student residence in Rome, for the duration of the program, including Spring Break.
- Exact housing placements will be given to participants upon arrival.
- Supplement to be charged for single occupancy rooms in a shared student apartment, when available. Single occupancy rooms are limited and availability will not be known until approximately one to two weeks prior to program departure date.
- ACCENT is able to provide the housing referenced above up to the maximum number of participants specified in the "Pricing" paragraph. If the maximum number of spaces has been filled, ACCENT will provide assistance in finding comparable or alternative housing options for participants, based on availability.
- During overnight excursions, all participants are housed in double/triple/quad occupancy rooms.
- Welcome and farewell dinners will be provided for each participant.

3. Transportation:
- ACCENT will organize an optional round-trip group flight from LAX to Rome on a regularly scheduled airline. Airfare is not included in the program price.
- The group flight must have a minimum of 10 participants. Space on the group flight cannot be guaranteed after flight payment deadline of October 21, 2011.

ACCENT INTERNATIONAL CONSORTIUM FOR ACADEMIC PROGRAMS ABROAD

SAN FRANCISCO / 870 Market Street, Suite 1036 / San Francisco, CA 94102 / tel: (415) 835 3744 / fax: (415) 835 3749
www.accentintl.com / info@accentintl.com

Item 6.1-c
Page 1 of 7
11/10/11
• ACCENT representative(s) will meet the group flight at the appropriate airport in Rome on January 31, 2012.

• For group flight participants, ACCENT will arrange a transfer by rental bus from the Rome airport to program housing on the day of arrival, and from designated departure point in Rome to the Rome airport on the group departure date. Non-group-flight participants who are able to meet ACCENT at the group arrival point in the airport will also be offered a transfer.

• Non-group-flight participants who are unable to meet ACCENT at the group arrival point in the airport are responsible for checking in at the student residence between 9 a.m. and 6 p.m. on the scheduled date of arrival and are responsible for all transfer arrangements and costs. Participants who are unable to check-in by 6 p.m. should be prepared to make and pay for their own accommodations for the first night, checking into the ACCENT Rome Center the following morning by 9 a.m.

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

4. Orientation Program:

• A pre-departure orientation program will be conducted on location in California for all program participants. ACCENT shall address general aspects of study abroad and cross-cultural learning and provide practical information regarding preparation and travel.
  - A pre-departure handbook is provided to all participants. Specifically designed for participants going on this program, the handbook gives vital information about preparing for an extended stay in Rome.
  - An internet-based orientation will be conducted with program participants unable to attend the pre-departure orientation.

• An on-site orientation in Rome covers practical matters as well as aspects of cross-cultural living and learning, giving program participants the tools they need to make the most of their time in Rome.
  - General orientation: explains the services offered by the ACCENT Rome Center and addresses local customs, money, personal safety, emergency contingency plan, telephones, communications, transportation, etc.
  - Housing orientation: provides information specific to living in Rome and in the student residence.
  - Orientation materials: maps, practical living information, as well as a copy of "Rome at your Fingertips" and access to the ACCENT Rome blog (www.accentblogs.com/rome), both written by ACCENT for American program participants living in Rome.
  - A practical walking tour of the areas in Rome around the ACCENT Center will be conducted as part of the ACCENT orientation.

5. Academic Program:

• Local Faculty will be hired to teach the following courses:
  - Made in Italy: Marketing course, approximately five hours per week for a total of 45 60-minute classroom hours including exams.
  - E-Communications: Communications course, approximately five hours per week for a total of 45 60-minute classroom hours including exams.
  - Italian Communications: Communications course, approximately five hours per week for a total of 45 60-minute classroom hours including exams.
  - Italian Language: Two courses of approximately eight hours per week for a total of 65 60-minute classroom hours for each course.
  - Instructors will be hired based on enrollment and SBCC needs, which will be determined 60 days prior to departure. Instructors for the Made in Italy, Art History, and Social Media Marketing courses will be paid by ACCENT, and ACCENT will be reimbursed at the rate of $5150 per course. SBCC shall make payments to ACCENT for these services as agreed to in advance and upon receiving the invoice for the amount due.
• Supplement of €520 to be invoiced to SBCC for participants enrolled in advanced Italian Language courses through the Scuola Leonardo da Vinci. Supplement amount may change depending upon enrolment.

• ACCENT shall provide €100 per participant for course-related visits within Rome.

• Two ACCENT staff members will serve as co-Academic Coordinators and will be responsible to ensure the academic quality of the program. The co-Academic Coordinators will:
  - Provide academic advising, support and discipline to SBCC students
  - Explain and administer academic policy at an Academic Orientation
  - Oversee attendance and grading
  - Enrich the students’ time in Rome through academic and cultural events and excursions
  - Accompany all SBCC excursions

6. Cultural Program and Excursions:

• To acquaint program participants with the cultural aspects of life in Rome, ACCENT will plan a series of optional free or inexpensive activities which varies but often includes lectures on local customs and contemporary issues, sports events, walking tours and dinners.

• ACCENT shall provide the following excursions, accompanied by ACCENT staff:
  - One four-day, three-night excursion to Tuscany/Florence/Venice, including: coach transport Rome-Florence (with stop at Castello Banfi winery for a tasting); train transport Florence-Venice and Venice-Rome; entries in Florence to the Uffizi and Duomo; entries in Venice to Palazzo Ducale; two half-day guides in Florence and one half-day guide in Venice. Accommodation in two-star hotels (two nights in Florence, one night in Venice, double/triple/quad rooms). Breakfast provided daily.
  - One three-day, two-night excursion to Milan, including roundtrip coach transport, two-day Milan bus/metro pass, £25 for entries TBD, and a half-day lecture. Accommodation in a two-star hotel (double/triple/quad rooms). Breakfast provided daily.

7. Center/Administrative Assistance:

• The ACCENT Rome Center will be open 9:00am - 5:00pm weekdays to participants for the duration of the program (closed weekends/Italian national holidays).

• Within the ACCENT Rome Center, participants have limited access to a PC computer lab with Internet access and a study room with WIFI access Monday through Friday during regular business hours indicated above.

• Extensive practical and cultural information is available allowing program participants to take full advantage of the culture in Rome: travel guides and information, a lending library of English and Italian books (both academic and fiction), and listings of locations of banks, doctors, laundry facilities, etc.

• The ACCENT Rome staff will coordinate housing arrangements and excursions and will work to resolve any logistical problems that may arise.

• ACCENT will make all arrangements for class/visit scheduling.

• ACCENT will provide participants with a list of emergency telephone numbers for ambulances, hospitals, doctors, taxis, etc. at the overseas orientation. During the program, an ACCENT staff member will be assigned to be reasonably accessible by telephone 24 hours a day/7 days a week in the case of a serious emergency.

• The experienced ACCENT staff is available to provide general information, crisis intervention and referrals to other professionals as needed.

• Participants are responsible for all costs associated with obtaining any required legal residency documents upon arrival in Rome. ACCENT will assist participants in meeting legal residency requirements provided they have made payment for all associated costs.

8. Insurance and Liability:

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

9. Pre-departure Services:
• ACCENT will assist SBCC in promoting the program and will be an integral part of the recruiting process.
• ACCENT will work in collaboration with SBCC throughout the enrollment process.
• ACCENT has its own policies for students regarding standards of behavior, alcohol use, harassment, etc., which ACCENT applies by default. However, should SBCC have policies in these areas that the school deems applicable to their overseas students, ACCENT invites SBCC to provide copies of the school policies so that they may be taken into consideration.

10. Subcontracting:
• ACCENT will perform the above agreed upon services, subcontracting as necessary with SATA, and other organizations/services.

11. Pricing:

<table>
<thead>
<tr>
<th>Prices Indicated are for 25 to 29 participants.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program price per participant (not including security deposit)</td>
</tr>
<tr>
<td>Refundable security deposit per participant</td>
</tr>
<tr>
<td>Price reduction for participant providing own housing (subject to approval by ACCENT)</td>
</tr>
</tbody>
</table>

• Single room supplement (to be paid directly to ACCENT by each participant) | $600 |

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

- 35 to a maximum of 40 participants: $8220 + $200 security deposit
- 30 to 34 participants: $7975 + $200 security deposit
- 20 to 24 participants: $7750 + $200 security deposit

Prices are subject to change until contract has been signed by both parties.

Included in the above program prices is $100 per participant to be returned to SBCC upon receipt of invoice.

Instructors for the Made in Italy, Art History, and Social Media Marketing courses will be paid by ACCENT, and ACCENT will be reimbursed at the rate of $3150 per course. SBCC shall make payments to ACCENT for these services as agreed to in advance and upon receiving the invoice for the amount due.
Payment & Enrollment Deadlines:

- Non-refundable first payment due with application: $250
- Second payment due October 21, 2011: $4085
- Final payment due November 22, 2011: $4085

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

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

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

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

Refunds/Cancellations:

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

Cancellation fees:
- 70 days or more prior to start of program: $250
- 50-69 days prior to start of program: $500
- 30-49 days prior to start of program: $1000
- 8-29 days prior to start of program: $2000
- 0-7 days prior to start of program: No refund

- Before the start date of the program, should the U.S. State Department issue a “Travel Warning” that American citizens must not travel to Rome, Italy, ACCENT will immediately advise the sponsoring school to cancel its program. In such case, if the program is immediately canceled in writing by the sponsoring school, ACCENT will refund the entire program fee to all participants on that program.
- The performance of the program contract by either party is subject to acts of God, war, terrorism, government regulations, disaster, fire, strikes, civil disorder, curtailment of transportation facilities, or other similar cause beyond the control of the parties making it commercially impracticable, illegal, or impossible to perform its obligations. This program contract may be terminated without penalty for any one or more of such reasons by written notice from one party to the other.
- Should a program be canceled in writing by the sponsoring school after the program start date, no refund amount can be guaranteed, although ACCENT will make reasonable efforts to seek refunds from third parties for costs not yet incurred.
For: Santa Barbara City College

Signature

Joseph E. Sullivan
Name (printed)
Vice President, Business Services
Title

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

Ray Vernon
Executive Director

October 18, 2011
Date
CONTRACT ADDENDUM:

SCHOOL AUTHORITY AND RESPONSIBILITY FOR USE OF ALCOHOL

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

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

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

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

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

(6) It is also understood that the institution is responsible for instructing the University's faculty and/or institutional representative to act in conformity with his/her institution’s alcohol policy, if any, and when the faculty or institutional representative authorizes or acquiesces in faculty or student alcohol use, he/she thereby binds his/her institution pursuant to (4) and (5), above.
RENTAL APPLICATION
VETERANS' MEMORIAL BUILDING

CITY OF CARPINTERIA
5775 CARPINTERIA AVENUE
CARPINTERIA, CALIFORNIA 93013
(805) 684-5403 ext. 416 or 432 Fax: (805) 684-5304

Name: Kendall Harris (Director) Date: 10/10/11
First
Schott Center
Last
Address: 310 W. Padre St. Phone: Hm: Wk: 898-8140
City
Santa Barbara, CA 93105
State Zip
Person in charge during event: Thomas Van Stein & Linda Kuntz 898-8140

DESCRIPTION OF COMPANY/ORGANIZATION

Name of Organization: SBCC: Continuing Education

Purpose of Organization: Continuing Education classes

Person in charge during event: Thomas Van Stein & Linda Kuntz 898-8140

DESCRIPTION OF EVENT

Note: If you are requesting multiple dates, please list them on a separate page and attach it to this application

Event Date(s): Van Stein: 1/10/12 - 3/13/12 (TUE, 1-4 pm)
Kuntz: 1/11/12 - 3/14/12 (Wed, 1-4 pm)
Estimated Attendance: each 25

Type of Event: Van Stein: Painting class; Kuntz: Knitting class

Will alcoholic beverages be served? YES ☐ NO ☑ Will amplified music be played? YES ☐ NO ☑

** If selling alcoholic beverages you must have an ABC license. **

IF PROVIDING ALCOHOL, AMPLIFIED MUSIC AND/OR DANCING A UNIFORMED SECURITY GUARD WILL BE
IN ATTENDANCE AT THE EVENT STARTING ONE-HALF HOUR BEFORE GUESTS ARRIVE UNTIL ALL OCCUPANTS
HAVE VACATED THE BUILDING AND THE BUILDING IS SECURELY LOCKED. THERE WILL BE NO EXCEPTIONS.

SECURITY: ACCESS CONTROL SECURITY
COMPANY NAME

(818) 349-0029 TELEPHONE NUMBER

Set-up will begin at: 1 pm Guests arrive at: 1 pm
Cleaned up and out by: 4 pm Will guests pay a fee? YES ☐ NO ☑
If charging a fee, state the amount and purpose: $

Rooms requested: Hall ☑ Veterans' Meeting Room ☐ Reception Room ☐ * Kitchen ☑

*If serving food and/or beverages, Kitchen Rental is REQUIRED.
VETERANS' MEMORIAL BUILDING
CONTRACT AGREEMENT

The rental agreement rules are to assure the city of Carpinteria that the building and grounds are left in satisfactory condition. Renters shall be responsible for the total cost of repair and/or replacement for all actual loss or damage to the building and/or its contents.

RENTERS MUST CLEAN UP THE ENTIRE HALL, KITCHEN (IF KITCHEN USE IS INCLUDED IN RENTAL), RESTROOMS & COURTYARD IMMEDIATELY FOLLOWING THEIR EVENT. ALL OR A PORTION OF THE $300 CLEANING/DAMAGE (RENTAL) DEPOSIT MAY BE WITHHELD FOR ANY DAMAGE OR FAILURE TO CLEAN UP AFTER THE RENTER’S EVENT.

The undersigned, herein known as the Applicant, understands and agrees that he or she or the organization that he or she represents shall assume all risks for loss, damage, liability, injury, cost or expense that may occur during or as a result of the use or occupancy of the Veterans’ Memorial Building. The Applicant further agrees that in consideration of permission to use the Veterans’ Memorial Building, he, she or the organization will save and hold the City of Carpinteria and/or their employees free and harmless from any loss, claims, liability or damages, and/or injuries to persons and property that in any way may be caused by the Applicant’s use or occupancy of the building, or the use of alcoholic beverages by Applicant and guests while using or occupying the building. The Applicant further agrees to be personally responsible for any damage sustained to the grounds, building, furniture or equipment as a result of occupancy of the Veterans’ Memorial Building.

My signature certifies that all information I have provided on the application is true including that regarding the use of alcohol. I understand and agree that any misstatements or omissions of material fact herein may cause forfeiture of my deposit.

I hereby accept and agree to the terms as set forth above and to all the terms set forth in the rental agreement forms attached hereto.

______________________________________  ____________________________
PERSON RESPONSIBLE FOR RENTAL              DATE
APPLICATION AND PERMIT FOR CIVIC CENTER USE OF DISTRICT PROPERTY

Organization: SBCC Continuing Education Permit Application # (Number issued by District)

Represented officially by (Name and Title): Continuing Education, Division of SBCC

Type of Organization: (Civic, Social, Recreational, Governmental, Commercial, etc.)

Hereby applies for permission to use facilities at Goleta Valley Jr. High School (Site Name)

If you are a Non-Profit, provide #770070782 If requesting a stadium, field or pool, is this a night event requiring lights? Yes No

Facilities Requested:
- Cafeteria
- Kitchen 604
- Band or Specialty Room
- Classroom
- Auditorium
- Parking Lot
- Swimming Pool
- Gymnasium
- Stadium
- Athletic Field (please describe)
- Track
- Outdoor Courts (please describe)

Other Facility

Dates: From 1/9/12 To 3/26/12 Days of Week Monday Hours: From 7 pm To 10 pm

Is this a youth activity? Yes No: X If yes, provide ages of children:

If recreation league, are you requesting the per team per season rate? Yes No: Number of teams: Elementary Secondary

No. of Attendees 304 Rehearsal Dates: From To Days of Week (If applicable) Hours

Nature or type of use: Continuing Education Orchestra Class

Name of Speaker: Laurel Fryer Topic: Conducts Orchestra

An admission charge or collection will be made will not be made Amount $ ____________

Except as otherwise provided by Education Code § 38134(a), applicant hereby agrees to hold the Santa Barbara School Districts, the Board of Education and individual members thereof, and all district officers, agents, and employees free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of the site facilities. The permittee hereby agrees to abide by the laws, and with the rules and regulations covering use of site property.

BOARD OF EDUCATION RULES AND REGULATIONS

In conformance with sections 38130 to 38139 of the Education Code, the Board of Education of the Santa Barbara Elementary School District and the Santa Barbara High School District has adopted the following rules and regulations covering the use of school facilities for other than school purposes:

RULES AND REGULATIONS FOR USE OF SITE PROPERTY FOR PUBLIC PURPOSES AND AS A CIVIC CENTER

1. Use and occupancy of school property shall be primarily for public school purposes. Any authorized use or occupancy of the property for other than public school purposes shall be secondary and subordinate to this primary purpose.

2. Pursuant to Article IX, Section 87, of the California Constitution, no use or occupancy of site property shall be permitted for or in aid of any religious purpose, nor shall any sectarian or denominational doctrine be taught, or instruction thereon be permitted, directly or indirectly, at any meeting on site property, except as otherwise provided for by Education Code section 38131(c)(3).

3. No use or occupancy of any site property shall be permitted if the Board of Education in the exercise of its discretion determines that such use or occupancy is prohibited by law, or that such use or occupancy will interfere with the use of the property for school purposes, or that it will result in picketing, rioting, or other disturbance of the peace, or in damage to the property which will render it unfit for or will interfere with its proper use for school purposes.

4. The Board of Education may require that it be furnished reasonably in advance with a complete program, with copies of all speeches and addresses and script of any entertainment proposed to be given on site property. If such copy reasonably demonstrates that the program would be in violation of law or of these rules, the proposed use shall not be permitted.

Certificate of insurance attached
5. All individuals, groups or organizations in their use or occupancy of school property shall comply with all applicable laws, rules and regulations. Any use contrary to or in violation of any law, rule or regulation shall be grounds for cancellation of the permit and removing the users from the property, and shall bar such individual, group or organization from further use thereof.

6. The Business Office of the Santa Barbara School Districts is authorized to issue all permits for the use and occupancy of school property by all individuals, groups or organizations. Such permits will be issued only at the Business Office. If the authorized agent of the Board has any question as to the propriety of the request or proposed use, he/she shall not issue a permit but shall refer the application to the Board of Education for its consideration and action. The applicant in its application shall state the date of use requested, the hour of opening and closing, the title and nature of the entertainment, if an entertainment; the name of the organization for which the applications made; and the name of the owner, producer, or controlling agency if other than the applicant.

7. Permission to use site facilities shall be granted in accordance with a schedule of charges authorized by the Board of Education. Copies of the schedule are available in the Business Office.

8. Requests for the use of cafeteria facilities shall be considered only when authorized cafeteria personnel in the Santa Barbara School Districts can by present to supervise the activity.

9. Vending any articles shall not be permitted at any use or occupancy of the site property for civic center purposes without permission having been previously granted.

10. Except as otherwise provided by Education Code § 38134(a), any individual, group or organization using school property for civic center or other purposes shall hold the Santa Barbara School Districts, the Board of Education and individual members thereof, and all District officers, agents and employees free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use of occupancy of school property.

11. Site furniture or apparatus shall not be removed or displaced by any permittee without permission and without supervision of the District employee in charge.

12. Site property shall be protected from any damage or mistreatment and permittees shall be responsible for the condition in which they leave site premises. In case school property is damaged, the cost thereof shall be paid by the permittee.

13. Permits shall not be granted for personal or individual use of site property or equipment.

14. Upon receipt of notice that a permit has been issued to a non-school agency for use, the principal in charge of the site shall designate a regular employee to open the building, to be in charge during the use, and to close the building after the use, such costs to be borne by the user. The District employee in charge of the building or grounds within or upon which any meeting is held is empowered to take all necessary means to enforce these rules. However, it shall be the responsibility of the permittee to see that there is such special police protection as may be necessary for adequate control.

15. Any permit may be revoked where conflicting dates have resulted or where need of the property for public school purposes has subsequently developed.

16. For the required review of qualifications under the law, applicable charges, and dates and locations requested, applications should be submitted at least two weeks in advance.

17. Admission to all meetings held in site buildings shall be limited to the seating capacity of the room, auditorium or cafeteria authorized for such use. Tickets may be sold and/or issued for authorized seating capacity only.

18. No permit for the use of site property shall be granted to any individuals for any purpose which would discriminate against persons because of their race, color or creed.

19. Site premises shall not be used by groups later than 12 o'clock midnight.

20. Only the authorized holder of the permit shall distribute any literature or other material at a civic center meeting.

21. Whenever the use of site premises without a rental fee is permitted, it is understood that there shall be no admission charge made, no solicitation of funds, no free will offering, and no sale of literature or other articles by the organization using the school facilities.

22. If free use is granted, as provided in the Civic Center Act, the meeting shall be non-exclusive and shall be open to the general public.

23. Juvenile organizations must have adequate adult sponsorship.

24. A permit for use of any site facilities is non-transferable.

25. Site premises shall not be used by any person, group or organization as political campaign headquarters for any purpose.

26. No gratuities shall be given or accepted by custodians, administrators, or other site personnel. All cost for services of custodians, cafeteria help, stage crews, etc., shall be billed to user by the Business Office.

27. The use of profane language, possession of or use of intoxicating liquors, fighting, betting or any form of gambling, conducting a raffle or lottery, all are expressly prohibited. The use of tobacco in any form is prohibited inside site building.
STATEMENT OF INFORMATION

"The undersigned states that the organization applying for use of the property upholds the United States and California Constitutions, and that the site property for the use of which application is hereby made will not be used for the commission of any act which is prohibited by law, or for the commission of any crime. I certify (or declare) under penalty of perjury that the foregoing is true and correct."

I have read the rules and regulations relating to use of site buildings and accept responsibility for meeting the requirements stated therein.

Applicant's signature
Print Name: Joseph Sullivan  Authorized Signature (Kendall Harris)
Business Phone: 805-998-9149  Home Phone  Cell Phone
Address: Schott Center  310 W. Padre St.
City: Santa Barbara  State: CA  Zip Code: 93105
Billing Address if Different:

THIS APPLICATION IS NOT APPROVED UNTIL SIGNED BY THE DEPUTY SUPERINTENDENT, BUSINESS SERVICES, OR DESIGNEE AND PAYMENT OF ALL FEES LISTED BELOW UNDER TOTAL CHARGES

THE DISTRICT DOES NOT ISSUE REFUNDS ON UNUSED RENTAL HOURS OR SERVICES

See Administrative Regulation 1330 for Schedule of Fees for Use of School District Property

Applicant, do not write below this Line.

SCHOOL SITE CONFIRMATION OF SPACE AVAILABILITY

By: __________________________ Title: __________________________ Site Comments/Restrictions: __________________________

Date: __________ 20 __________ Custodial Hours: __________ Theater Manager Hours: __________ Certificated: __________ Classified: __________

DISTRICT OFFICE USE ONLY

☐ Approved  Date: __________ 20 __________ (upon payment of all fees)

☐ Disapproved  Reason: __________________________ Date: __________ 20 __________

By: __________________________ Deputy Superintendent, Business Services or designee

Application Fee Received: ☐  Date: __________ 20 __________ Date Sent to Site: __________ 20 __________

Certification of Insurance received: ☐  Expiration Date: __________ 20 __________ Permit Application #: __________________________

Application Fee: __________ Custodial Fee: __________ Theater Manager Fee: __________ Speciality Services Fee: __________

Event Lighting Fee: __________ Rental Fee: __________________________

Total Charges: __________ Date Total Charges Received: __________ 20 __________

Notes: __________________________

Rev. 10/09  This Document Contains 3 Pages  item 6.1-1e  Page 3 of 3  11/10/11
APPLICATION AND PERMIT FOR USE OF SCHOOL PROPERTY
(PLEASE USE BALL POINT PEN)

El Camino
School or facility to be Used

The SBC Continuing Education (Name of Organization)

Represented officially by Joe Sullivan, V.P. Business Services (Name of Owner, Producer, Officer or other Authorized Agent)

Hereby applies for permission to use Room 11 (Specify exact Facility or Rooms needed)

(indicate special needs such as P.A. System, Chairs, Flag, etc.)

Beginning Date: 1/9/12 Ending Date: 6/14/12 Day of Meeting: Mon & Wed

Hours: 6:30 pm - 8:30 pm For continuing use during school year, indicate day/week/month 1/9-6/14/12

Nature or Type of Use ESL Class

Name of Speaker N/A Topic N/A

A registration or admission charge or collection will ___ will not ___ be made. Amount

Applicant hereby agrees to hold the Goleta Union School District and/or the Board of Trustees and individual members thereof, and all district officers, agents, and employees free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of school facilities.

The permittee hereby agrees to abide by the laws, rules and regulations covering use of school property as printed on the reverse side of this form and as contained in the Education Code of the State of California.

AFFIDAVIT
(Education Code Section 38136)

The undersigned states that, to the best of his or her knowledge, the school property for use of which application is hereby made will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States by force, violence or other unlawful means;

That SBC Continuing Education, the organization on whose behalf he or she is making application for use of school property, does not, to the best of his or her knowledge, advocate the overthrow of the government of the United States of the State of California by force, violence, or other unlawful means, and that, to the best of his or her knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

By ____________________________ (signature)

Address 721 Cliff Dr, Santa Barbara Zip 93109

Telephone 805 965-0581 X 2357

FOR GOLETA UNION SCHOOL DISTRICT USE ONLY

Permission Granted: ________________ (date) ________________ (signature)

Permission Denied: ________________ (date) ________________ (signature)

Rental Fee: ________________ (If required) Approval by Board of Trustees: ________________ (date)

☐ Site Permission ☐ Liability Insurance
In conformance with Section 38133 of the California Education Code, the Board of Trustees of the Goleta Union School District has adopted the following Regulations/Procedures covering the use of school facilities for other than school purposes.

REGULATIONS/PROcedures ACCOMPANYING BOARD POLICY 7750. USE OF SCHOOL FACILITIES

I. Use as a Civic Center
   A. Subject to District policies and regulations, school facilities and grounds shall be available as a civic center to citizens as specified in Education Code Section 38130 – 38139 (on file: Office of Fiscal Services).
   B. Nonprofit organizations, clubs, or associations organized to promote youth and school activities are authorized by the Board of Trustees to use school facilities without charge during times when custodians are on duty. If custodial services are required, nonprofit groups will be charged direct costs.
   C. Non-profit childcare providers requesting short-term use of District facilities under the Civic Center Act, shall be charged fair rental value (on file: Office of Fiscal Services).
   D. Other groups requesting the use of school facilities under the Civic Center Act shall be charged at least direct costs.
   E. Requests for reservations for the use of District facilities will be reviewed and granted in the following priority order:
      1. District/school function
      2. PTA/PTO sponsored activity
      3. Kindergarten through grade six organized youth groups
      4. Grades seven through twelve youth groups
      5. Adult non-profit organizations
      6. Adult organizations
   F. Restroom facilities are a part of the multipurpose room complexes and will be available when these facilities have been reserved. When other facilities have been requested, restrooms will ordinarily remain open until 5:00 p.m. on regular school days during the academic year. Users of facilities other than the multipurpose rooms will be required to check out a set of restroom keys, if reservations are for periods when the restrooms are not ordinarily open.
   G. Groups may request the use of facilities at a specific school site. However, the assignment of facilities is at the discretion of the District and will be made in its best interest.

II. Other Non-Civic Center Uses
   A. Commercial Purposes
      Commercial enterprises may apply for the use of facilities at rental rates determined by the Board of Trustees.
   B. Non-Profit Entities – Long-Term
      Non-profit entities that wish to lease facilities more than two days per week and/or eight days per month may apply for the use of facilities at rental rates determined by the Board of Trustees.

III. Restrictions
    School facilities shall not be used for any of the following activities:
    A. Any use by an individual or group for the commission of any crime or any act prohibited by law.
    B. Any use which is inconsistent with the use of school facilities or grounds for school purposes or which interferes with the regular conduct of school or school work.
    C. Any other use prohibited by law, including illegal discrimination.
    D. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances on school property.

IV. Damages and Liability
    A. Groups or persons using school facilities and grounds shall be liable for any property damages caused by the activity and for any injuries resulting from negligence during use. Users must file a Certificate of Insurance and show evidence of general liability of at least $1,000,000.
    B. The Board may charge the amount necessary to repair the damages, and may deny any group causing damage further use of facilities and grounds.
    C. The District may require a hold harmless agreement when warranted.

V. Application for Use of Facilities
   A. The Superintendent or designee shall maintain application procedures and regulations for the use of school facilities which:
      1. Encourage and assist groups desiring to use school facilities for approved activities.
      2. Preserve order in school buildings and on school grounds, and protect school facilities.
      3. Ensure that the use of facilities or grounds is consistent with the use of the school facilities or grounds for school purposes and does not interfere with the regular conduct of schoolwork.
      4. Ensure that the use of facilities or grounds complies with all existing laws, rules, and regulations pertaining to the use and occupancy of any school property of facility.
   B. A completed application must be submitted to the office of Fiscal Services not less than fifteen (15) calendar days prior to the requested use. Fees are due at the time of application.
<table>
<thead>
<tr>
<th>Account #</th>
<th>Student Finance Account Name</th>
<th>Source of Funds</th>
<th>Signatories</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>#799008</td>
<td>Cuba-Summer 2012</td>
<td>Students Travel Contracts</td>
<td>Naomi Sullwold, Rosemary Santillan, Carola Smith, Sandra Flores</td>
<td>To deposit payments and issue checks for the Study Abroad Program</td>
</tr>
<tr>
<td>#799009</td>
<td>Political Science 122 Fees</td>
<td>Conference Registration Fees</td>
<td>Andrea Haupt, Moniqueheh Eslsanduf, Alea Sharp</td>
<td>Fees Collected for 3-day Model United Nations “WestMan” Conference Held Annually at SBCC</td>
</tr>
</tbody>
</table>
Santa Barbara City College
Student Finance
Trust Account Information/Authorization Form
Fiscal Year 2011-2012

ACCOUNT TITLE
Cuba - Summer 2012
ACCOUNT NUMBER
799008 (NEW)

Account Category:
- Fund 71 – Associated Students
- Fund 72 – Student Representation Fee
- Fund 79 – Trust Fund & Co-Curricular Accounts

Fund 74 – Federal/State Financial Aid
Fund 75 – Scholarship/Loan Financial Aid

Study Abroad
Organization/Club/Department

Carola Smith
Individual Responsible/Position

Purpose of Account: to deposit payments and issue checks for study abroad programs

Source of income (be specific): students, travel contractors

Type of Expenditures Allowed:
- Supplies, travel equipment, conferences, duplicating, receptions, student insurance,
- foreign school payments, reimbursement to the District for credit cards and internal charges, salary payment for hourly staff, honorarium payment for faculty and guest lecturers, payment of recruitment stipends for faculty, reimbursement for travel expenses.

1 year
Estimated duration of account

Transfer to Study Abroad Trust
Disposition of balance at expiration
79-01-9248

2 Signatures are required for expenditures
(PLEASE HAVE AT LEAST THREE SIGNATURES ON FILE)

<table>
<thead>
<tr>
<th>Date</th>
<th>Print/Type Name</th>
<th>Signature</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/4/11</td>
<td>Naomi Sullwold</td>
<td>N. Sullwold</td>
<td>Assistant, Study Abroad</td>
</tr>
<tr>
<td>9/4/11</td>
<td>Rosemary Santillan</td>
<td>R. Santillan</td>
<td>Senior Advisor, NRO</td>
</tr>
<tr>
<td>9/4/11</td>
<td>Carola Smith</td>
<td>C. Smith</td>
<td>Senior Director</td>
</tr>
<tr>
<td>9/4/11</td>
<td>Sandra Flores</td>
<td>S. Flores</td>
<td>Administrative Assistant</td>
</tr>
</tbody>
</table>

Approvals:

Club Advisor (Clubs only) Date

Department Head Date

Controller Date

Student Activities Advisor (Clubs or AS Accts) Date

Appropriate Vice President Date

Superintendent/President Date

baj – update June 2010
Navigation: word, g-drive, bj, signature card form
ACCOUNT TITLE: POLITICAL SCIENCE 122 FEES

ACCOUNT NUMBER: 799009

Account Category:
- Fund 71 - Associated Students
- Fund 72 - Student Representation Fee
- Fund 79 - Trust Fund & Co-Curricular Accounts
- Fund 81 - Club Accounts

Fund 74 - Federal/State Financial Aid
Fund 75 - Scholarship/Loan Financial Aid

Organizations/Club/Department: Individual Responsible/Position

Purpose of Account:
Fees for 3-day IN CONFERENCE HELD ANNUALLY AT SBCC

Source of Income (be specific):
STUDENT FEES COLLECTED AT REGISTRATION

Type of Expenditures Allowed (be specific):
EXPENSES RELATED TO 3-DAY IN FIELD TRIP

* ONLY OFFERED SPRING SEMESTERS, ONGOING

Anticipated duration of account: Disposition of balance at expiration

2 Signatures are required for expenditures
(PLEASE HAVE AT LEAST THREE SIGNATURES ON FILE)

<table>
<thead>
<tr>
<th>Date</th>
<th>Print/Type Name</th>
<th>Signature</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/23/11</td>
<td>Andrew Haupt</td>
<td></td>
<td>Faculty Lead</td>
</tr>
<tr>
<td>6/23/11</td>
<td>Monan Eskandari</td>
<td></td>
<td>Chair/Pol. Sci</td>
</tr>
<tr>
<td>6/23/11</td>
<td>Alice Schiffer</td>
<td></td>
<td>Dean</td>
</tr>
</tbody>
</table>

Approvals:

Club Advisor (Clubs only)   Date
Department Head Date
Controller Date

Student Activities Advisor (Clubs or AS Accts) Date
Appropriate Vice President Date
Superintendent/President Date

baj - update June 2010
Navigation: word, g-drive, bj, signature card form
<table>
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<tr>
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<th>Signatories</th>
<th>Purpose</th>
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</thead>
<tbody>
<tr>
<td>#770339</td>
<td>Doiron, Diane</td>
<td>Donations</td>
<td>Ofelia Arellano, Bonita Schaffner, Andrew Harper</td>
<td>Support classes of Diane Doiron</td>
</tr>
</tbody>
</table>
Santa Barbara City College
Continuing Education Division
Trust Account Information/Authorization Form

Diane Doiron
ACCOUNT TITLE

770309
ACCOUNT NUMBER

Continuing Education
Organization/Club/Department

Andrew Harper / Director, CE
Individual Responsible/Position

Support classes of Diane Doiron
Purpose of Account:

Donations
Source of income (be specific):

Materials, classes, consultants
Type of Expenditures Allowed (be specific):

Continuous
Anticipated duration of account

Consolidate with account in similar area
Disposition of balance at expiration

2 Signatures are required for expenditures
(Please have at least three signatures on file)

<table>
<thead>
<tr>
<th>Date</th>
<th>Print/Type Name</th>
<th>Signature</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/15/11</td>
<td>Andrew Harper</td>
<td></td>
<td>Director, CE</td>
</tr>
<tr>
<td></td>
<td>Dr. Ronnie Schaffner</td>
<td></td>
<td>Dean, CE</td>
</tr>
<tr>
<td></td>
<td>Dr. Ofelia Arellano</td>
<td></td>
<td>VP, CE</td>
</tr>
</tbody>
</table>

Approvals:

Andrew Harper 9/15/11
Department Head

Jack Medlanda 10/12/11
Acting Superintendent

baj - update June 2010
CLH:ba - 7/13/98 [Wd:TA-SigsForm]
Navigation:word,g-drive,bj,signature card form
Continuing Education Trust Accounts Info Authorization
19 October 2011

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

Attn: Ms. Julie Hendricks, Director of Facilities and Campus Development

Re: Learning Resources Center (LRC) extra services fee proposal.

Dear Ms. Hendricks,

Please find outlined below our request for additional services for the Learning Resources Center Interior Upgrade project.

1. Redesign work: In mid-August we received additional as-built drawings of work that had been completed in the late 1990’s to serve the CAI Labs. Upon review it became apparent that this past work could add to the complexity of obtaining approval from DSA.

   We spent time researching code implications, reviewing the as-built set more extensively, visited the site and coordinated with a mechanical engineer and a structural engineer to determine how this new information could affect DSA approval and what types of upgrades DSA would likely require. We came to the conclusion that these potential upgrades could drive the project over budget and extend the construction phase past the summer months.

   We next met with the College to review our findings and to look at an alternate approach of reducing the project’s scope so as not to be required to submit the project to DSA for review following the code requirements outlined under the 2010 CBC, Section 202. We were directed to reduce the scope of work and are now in the process of revising the construction documents to omit construction of new walls and demolition of existing, as well as relaying out the lighting plan to stay within existing lighting locations. We are also in the process of working with the user group to meet their programmatic needs through the furniture layout rather than constructing new spaces.

   Additional hours: 32 hours

2. Space planning / design in Workroom 105 was not included in the original scope of work. In relation to omitting newly constructed walls, the reliance of efficiently storing AV media in the Workroom became more critical. Included in this fee proposal is the inventorying of existing AV media and developing a number of layout options. This could involve specifying AV media storage units, reconfiguring or removing the existing casework.

   Additional hours: 16 hours
Originally we were asked to omit furniture selection as part of our scope of work and to rely on the BKM furniture dealership to provide this service. After numerous interactions with BKM we found that they were not equipped to provide detailed information to satisfy the programmatic needs of the LRC. Below is a list of deliverables that will provide the College with a furniture bid package, assistance during bidding, and follow up after installation:

- Bid Package for use by the College to send out to furniture dealerships for competitive bid. Includes coded furniture plan, detailed furniture specification sheets and installation specification. (32 hours)
- Present furniture options to the College for selection. (16 hours)
- Coordination of furniture power/data requirements with the electrical engineer. (8 hours)
- Color and finish selection for the furniture. (12 hours)
- Follow ADA regulations. (4 hours)
- Coordinate furniture selection with pre-negotiated contracts if relevant. (4 hours)
- Investigate potential “or equal” options. (8 hours)
- Review substitution requests during bidding. (8 hours)
- Cost Estimate. (8 hours)
- Assist in answering questions during installation. (4 hours)
- Punch List. (12 hours)

**Additional hours:** 116 hours

**Total Additional hours:** 164 hours @ $125 per hour $20,500

Below is an outline of work that will no longer be necessary:

<table>
<thead>
<tr>
<th>Credits</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>One visit to DSA</td>
<td>8</td>
</tr>
<tr>
<td>Picking up review comments</td>
<td>16</td>
</tr>
<tr>
<td>Re-submital to DSA</td>
<td>2</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>26</strong></td>
</tr>
<tr>
<td></td>
<td>@ $125 per hour $3,250</td>
</tr>
</tbody>
</table>

- Structural Engineering fee $3,400
- Fire Protection fee $2,125

**Total Credit** $8,775

$20,500 - $8,775 = $11,725 additional fee requested.
BASIS OF COMPENSATION

Compensation for design services indicated in this Agreement will be on a lump sum basis of $11,225.

In addition to the above contract price, reimbursable’s will be charged at 1.15%. Reimbursable’s include reprographics and shipping. Not included are permitting fees which will be paid directly by the Owner.

If you have any questions or need any clarifications, please do not hesitate to contact me.

Sincerely,

Dawn Sophia Ziemer

KRUGER BENSEN ZIEMER ARCHITECTS, INC.
Project: Drama/Music Building Modernization  
Santa Barbara City College  
721 Cliff Drive  
Santa Barbara, CA 93109  
5567 Reseda Blvd, Suite 209  
Tarzana, CA 91356  
To: Contractor:  
Diani Building Corporation  
351 North Blosser Rd.  
Santa Maria, CA 93458

The Contract is changed as follows:

1. Stage Lights and Switches, per CP # 118R3 and COR #1.375  
   Requested by: Owner  
   Compensable Contract Day Change: 0  
   Reason: Provide and install new light fixtures and switches to service the area under the light lofts in accordance with responses for RFI 1.151, dated July 28, 2009 and RFI 11106, dated February 9, 2011. Existing fixtures and switches were demoed as a part of Light loft additional demo work due to unforeseen soil condition at Proscenium Wall. The light switch locations on Proscenium walls required chipping into the concrete surface to allow the switch back-boxes to recess behind the wood veneer.  
   Add: $ 10,756.00

2. AV/FA Wiremold in Sout Lobby, per CP # 380 and COR #1.376  
   Requested by: Owner  
   Compensable Contract Day Change: 0  
   Reason: Provide wiremold for electrical raceways in the south lobby along the north wall (Gridline 6). The walls are existing and did not allow the electrician to conceal conduit behind furring. Instead, we were directed by RFI 1.729 (dated June 22, 2010) and 1.729A (dated July 15, 2010) to furnish and install surface-mounted wiremold per the owners request.  
   Add: $ 1,885.00

3. Scene Shop Light Switching, per CP # 617R1 and COR #1.377  
   Requested by: Owner  
   Compensable Contract Day Change: 0  
   Reason: Install additional switching and circuiting to control the lighting within the scene shop in accordance with RFI 11191 response. Portion of existing circuits were demoed due to new scene shop roof. Reference RFI 11191, dated April 22, 2011. R1 adjusts electrical pricing to revise wiring costs to agreed values.  
   Add: $ 18,015.00

4. Grounding Busbar @ (E) Elec Panel, per CP # 660 and COR #1.378  
   Requested by: Owner  
   Compensable Contract Day Change: 0  
   Reason: Furnish and install unforeseen missing grounding busbars in each existing electrical panel in accordance with RFI 11223 and Field Work Directive 1.332, dated July 12, 2011.  
   Add: $ 573.00
5. Flashing at Rm 101 Windows, per CP # 718R1 and COR #1.379
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Demolish stucco, install flashing and caulk at Room 101 Windows to fix existing
deteriorated condition as directed in FWD 1.373, dated September 15, 2011.
   Add: $ 1,717.00

   Total Cost of This Change Order: Add: $ 32,946.00

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>The original Contract Sum was</td>
<td>$10,874,000.00</td>
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<td>Net change by previously authorized change orders</td>
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<td>The contract sum prior to this Change Order was</td>
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<td>The contract sum will be increased by this change order by</td>
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<td>The new contract sum including this change order will be</td>
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<table>
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<tr>
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<tbody>
<tr>
<td>The original contract time was</td>
<td>396 calendar</td>
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<tr>
<td>The original date of substantial completion was</td>
<td>July 14, 2010</td>
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<tr>
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<td>0 calendar</td>
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<td>The new contract time including this change order will be</td>
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<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.
351 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)