2011 CCCT BOARD ELECTION
CANDIDATES IN RANDOM DRAWING ORDER

1. Tina Park, Los Angeles CCD
2. Jim Moreno, Coast CCD
3. David Wheeler, Yuba CCD
4. Stephen Castellanos, San Joaquin Delta CCD
5. *Laura Casas Frier, Foothill-DeAnza CCD
6. Nancy C. Chadwick, Palomar CCD
7. *Mary Figueroa, Riverside CCD
8. Robert Jones, Los Rios CCD
9. Michael Davenport, Gavilan CCD
10. *Paul J. Gomez, Chaffey CCD
11. Greg Bonaccorsi, Ohlone CCD
12. Pauline Larwood, Kern CCD

* Incumbent
CCCT Board
Nomination Form

Must be returned to the League office postmarked no later than February 15, 2011, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the LOS ANGELES Community College District nominates TINA PARK to be a candidate for the CCCT Board.

This nominee is a member of the LOS ANGELES Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination.

Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

[Signature]
Signature of Clerk or Secretary of Governing Board
CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2011 along with the
nominating ballot and biographic sketch form. Fax material will not be accepted.

CANDIDATE'S NAME: Tina Park ___________________________ DATE: February 9, 2011

What do you see as the major issues and activities that should be considered by CCCT and the League in the
next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

*Advocate the importance of the growth within the California Community
College System which contributes toward a vital solution for transforming
the current economic crisis.

*Promote the increase in student transfer rates and on-going preparation
for our student success best practices.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement
beyond this limit will not be included.)

I believe my passion and commitment to our California Community College
System will bring a fresh, new dynamic perspective to the Board.
CCCT Board
Biographic Sketch Form

Must be returned to the League office postmarked no later than February 15, 2011, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL

Name: Tina Park
Date: February 9, 2011

Address: 417 S. Westmoreland Avenue, #401
City: Los Angeles
Zip: 90020

Phone: 213/268-9796
(1)
213/891-2044
(2)

(home) (office)

E-Mail: tinadpark@gmail.com

EDUCATION

Certificates/Degrees:
A.A. - Queensborough Community College

B.A. - Hofstra University

PROFESSIONAL EXPERIENCE

Present Occupation: Business Entrepreneur

Other: Auditor Accountant

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Los Angeles Community College District

Years of Service on Local Board: Since 2009

Offices and Committee Memberships Held on Local Board: Standing Committees: Budget and Finance, External Affairs, Infrastructure, and Student Affairs.

Ad Hoc Committee on Public/Private Partnerships

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc.)
National Activities (ACCT and other organizations, boards, committees, etc.): ____________________________

________________________________________

________________________________________

________________________________________

CIVIC AND COMMUNITY ACTIVITIES

Former Life Coach at Landmark Education Center

Leader of Asian American Pacific Islanders Small Business Association

________________________________________

________________________________________

________________________________________

OTHER

________________________________________

________________________________________

________________________________________

________________________________________
CCCT Board
Nomination Form

Must be returned to the League office **postmarked no later than February 15, 2011**, along with the statement of candidacy and biographic sketch form. **Faxed material will not be accepted.**

Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Coast Community College District nominates **Trustee Jim Moreno** to be a candidate for the CCCT Board.

This nominee is a member of the Coast Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

[Signature]
Signature of Clerk or Secretary of Governing Board
CCCT Board
Statement of Candidacy

Must be returned to the League office postmarked no later than February 15, 2011 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE’S NAME: Trustee Jim Moreno  DATE: January 27, 2011

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

Given the demands of the global market, CCCT and the League should continue to focus on career technical education matters to support our economy. We must demonstrate leadership by building alliances with industry, developing cutting edge curricula, and maintaining ties to businesses in order to provide the greatest opportunities.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

My many years of public service experience, years as Chair of our District’s Career Technical Education Committee and expertise in budgeting will afford me the opportunity to advocate for the needs of our colleges, to stress the importance of workforce development, and to connect with industry leaders on all levels.
CCCT Board
Biographic Sketch Form

Must be returned to the League office postmarked no later than February 15, 2011, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL

Name: Trustee Jim Moreno  Date: January 27, 2011
Address: 15261 Stanford Lane
City: Huntington Beach  Zip: 92647
Phone: (home) 714-892-3939  (office) 714-438-4848
E-Mail: jmoreno@cccd.edu

EDUCATION

Certificates/Degrees: Graduate Degree in Public Administration, Cal State Northridge; Bachelor of Arts, California State Long Beach

PROFESSIONAL EXPERIENCE

Present Occupation: Coast Community College District, Vice President, Board of Trustees

Other: Served as Chief Deputy to a Member of the Los Angeles County Board of Supervisors

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Coast Community College District

Years of Service on Local Board: Elected to the Board in November 2006, Re-Elected November 2010

Offices and Committee Memberships Held on Local Board: Board President, 2009; Board Clerk, 2010; Board Vice President 2011; Chair, Board of Trustees Budget and Audit Committee; Chair, Board of Trustees Career Technical Education Committee; Member; Political Action Committee for the Orange County School Boards Association

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc)

Member, Advisory Committee on Education Services, 2008-Present.
National Activities (ACCT and other organizations, boards, committees, etc.): ACCT National Conference, Member ACCT, Workshop Presenter, National Leadership Summit, Fall 2009

CIVIC AND COMMUNITY ACTIVITIES
Member, Coastline Community College Paralegal Advisory Board, Past Chairman, Citizen Participation Advisory Board of the City of Huntington Beach, Volunteer at the Live Oak Adult Literacy Program, Member of the CHP Community Advisory Board

OTHER
CCCT BOARD
NOMINATION FORM

Must be returned to the League office postmarked no later than February 15, 2011, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Yuba Community College District nominates David Wheeler to be a candidate for the CCCT Board.

This nominee is a member of the Yuba Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Signature of Clerk or Secretary of Governing Board
CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2011 along with the
nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: David Wheeler DATE: February 14, 2011

What do you see as the major issues and activities that should be considered by CCCT and the League in the
next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

I believe we will need to focus on several issues: Allowing for growth in FTES, and
insuring our students, the public, and ourselves, that available funding is utilized
in the most productive manner. We must look "outside the box" for new technology,
calendar scheduling, etc., in order to achieve this.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement
beyond this limit will not be included.)

A Community College Professor for 35 years, I have served in, and have extensive
knowledge of most areas of the college community: teaching, administration, union
negotiations, etc. I live in close proximity to Sacramento; have excellent connections
to state legislators, available time, and the energy to pursue our goals.
CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2011, along with the nominating ballot and statement of candidacy. Fixed material will not be accepted.

PERSONAL
Name: David Wheeler
Date: February 14, 2011
Address: 1795 Columbia Drive
City: Yuba City, CA
Zip: 95991
Phone: (530) 671-3110 (home) (530) 741-6972 (office)
E-Mail: operawheel@comcast.net

EDUCATION

PROFESSIONAL EXPERIENCE
Present Occupation: Vice-President, Wheeler Auto Center (Chevrolet, Cadillac, and Mazda); Trustee, Yuba Community College District

COMMUNITY COLLEGE ACTIVITIES
College District Where Board Member: New Member
Years of Service on Local Board: New Member
Offices and Committee Memberships Held on Local Board:

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc.)

Page 1 of 2
National Activities (*ACCT and other organizations, boards, committees, etc.): 

Active member 1977-2010. Kennedy Center, American College Theatre Festival, various committees, boards, etc. Awarded the first Kennedy Center, American College Theatre Festival, Award for Excellence in Theatre Education, 1997.

CIVIC AND COMMUNITY ACTIVITIES


OTHER


Page 2 of 2
Must be returned to the League office postmarked no later than February 15, 2011, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the__________________________________ Community
College District nominates ________________________________ Stephan Castellanos, FAIA __________to be a
candidate for the CCCT Board.

This nominee is a member of the__________________________________ Community
College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Signature of Clerk or Secretary of Governing Board
Jennet Stebbins,
Clerk of the Board
CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2011 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME:  Stephan Castellanos __________________________ DATE: 2/13/2011

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

Community Colleges continue to face budget challenges. It will be important for CCCT and the League to provide support in the area of advocacy, and to fight to assure that the role of community colleges in developing workforce is maintained and that they receive a fair share of education funding.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

Board effectiveness is key to institutional success and strong advocacy. I am committed to working toward the goal of strengthening boards, Board/CEO relationships and advocating at every level. As a former California State Architect I understand State government and the legislative process. I also have maintained relationships in government.
CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2011, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL
Name: Stephan Castellanos Date: 2/13/2011
Address: 8115 S. Highway 26
City: Valley Springs Zip: 95252
Phone: 209-786-2630 209-462-2873
(home) (office)
E-Mail: stephancastellanos@mac.com

EDUCATION
Certificates/Degrees: Bachelor of Architecture

PROFESSIONAL EXPERIENCE
Present Occupation: Architect

COMMUNITY COLLEGE ACTIVITIES
College District Where Board Member: San Joaquin Delta
Years of Service on Local Board: 2 years
Offices and Committee Memberships Held on Local Board:
CEO Search Committee
*Chair

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc)
CCLC Advisory Committee on Education Services
*Member
American Institute of Architects, California
*President
*Vice-President
National Activities (ACCT and other organizations, boards, committees, etc.):

American Institute of Architects
  *Secretary
  *Board Member

Collaborative for High Performance Schools
  *Board Member

**CIVIC AND COMMUNITY ACTIVITIES**

San Joaquin Hispanic Chamber of Commerce
  *Member

City of Stockton Cultural Heritage
  *Past Member
  *Chair

US Green Building Council
  *Board Member

**OTHER**
Must be returned to the League office postmarked no later than February 15, 2011, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Foothill-De Anza Community College District nominates Laura Casas Frier to be a candidate for the CCCT Board.

This nominee is a member of the Foothill-De Anza Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination.

Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Signature of Clerk or Secretary of Governing Board
CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2011 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Laura Casas Frier DATE: January 30, 2011

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

Support statewide model for early assessment of college readiness and a careful, thoughtful, well researched approach to measurement of student progress
Work toward systemic change of CCC funding model while staying true to its mission
Support success of CCC students during fiscal crisis
Support local control and flexibility of funds

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

Past experience, community action and multiple advocacy roles demonstrate my commitment to education. My personal and heartfelt belief is that excellent academic preparation and student success along with a well-run community college system is worth fighting for. I will be a voice on the CCCT Board toward that end.
CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2011, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL
Name: Laura Casas Frier  Date: 1/30/2011
Address: 11626 Par Avenue
City: Los Altos  Zip: 94024
Phone: (home)(650) 917-8382  (office)(650) 906-1514
E-Mail: lauracasasfrier@aol.com or casasfrielaura@fhda.edu

EDUCATION
Certificates/Degrees: Juris Doctorate, University of Santa Clara, School of Law '82
Bachelor of Arts in Political Science, California State University, Northridge '78

PROFESSIONAL EXPERIENCE
Present Occupation: Education Advocate - Member of several non-profit boards related to education

Other: Senior Legal Claims Representative - American International Group, an international commercial liability carrier
Legal Claims Representative - Allstate Insurance

COMMUNITY COLLEGE ACTIVITIES
College District Where Board Member: Foothill - De Anza Community College District Board
Years of Service on Local Board: 2005 - Present

Offices and Committee Memberships Held on Local Board:
President - 2008
Audit and Finance Committee - Past Member
Foothill - De Anza Foundation Board of Directors - Member
Bond Oversight, Audit and Finance Committees - Board sub-committee representative, review community member applicants

Trustee Scholarship Committee - Member

Foothill Entrepreneur Center, College Business Plan Competition - Judge since 2007

Asian Pacific American Leadership Institute (APALI) - Advisory Board and Speaker

Puente Project, statewide academic preparation program - mentor since 1999

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor’s Committees, etc)

Appointed to the California Community College Trustees Board in 2011
California Community College League, Advisory Committee on Legislation, Chair 2010-2011, member since 2003
Nominating Committee of California Community College Trustee Officers for 2011-2012
Community College League's Advocacy Days - Team Leader for Foothill - De Anza District
Puente Project - Speaker at statewide conference

National Activities (ACCT and other organizations, boards, committees, etc.):
ACCT Conference - Board representative for the Foothill - De Anza District
Children Now, National organization where children are a public policy priority - Board member and Audit and Finance committee member.
HOPE - Hispanas Organized for Political Equality, a graduate of the HOPE Leadership Institute, 1999
HOPE - Advocacy team in Washington, DC promoting Federal Legislation

CIVIC AND COMMUNITY ACTIVITIES

A.Learn is a non-profit organization committed to helping under-represented students get to and succeed in college - Board member

Los Altos Community Foundation, Scholars Program - Scholarship Review Committee member and mentor to assigned college student

PTA 6th District, Santa Clara County - Past Legislative Director

PTA, Los Altos -Mountain View Council, Present Legislation Chair
OTHER

Harbour Community - Founder and Past Board member - Battered women's shelter, protecting families and enrolling victims in community colleges.

Adelante Higher Education Conference - Past Chair (five years), designed to encourage high school girls to pursue higher education.
Must be returned to the League office postmarked no later than February 15, 2011, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the PALOMAR Community College District nominated NANCY C. CHADWICK to be a candidate for the CCCT Board.

This nominee is a member of the PALOMAR Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

[Signature]
Signature of Clerk or Secretary of Governing Board
CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2011 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: NANCY C. CHADWICK                      DATE: January 11, 2011

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

1) Legislative Agenda for Prop 98 Mandated Funding, Property Tax Backfill Mandate,

   Budgetary Hold Harmless Provisions, Suspension of 75/25 and 50% Rules, and

   Career Technical Education & Basic Skills Funding

2) Transfer Policy and Student Success Measures

3) Green Campuses and Sustainability Policy

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

1) Community College Board of Trustees President

2) Nearly 30 years in higher education with experience in budget and planning, capital planning,

   academic management, and adjunct clinical faculty

3) Retired from the University of California with service on four campuses: UC Los Angeles,

   UC Riverside, UC Davis Medical Center, and UC San Francisco
CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2011, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL
Name: Nancy C. Chadwick          Date: January 11, 2011
Address: 5059 Nighthawk Way
City: Oceanside                       Zip: 92056
Phone: (760) 945-5365
      (home) (office)
E-Mail: nancychadwick@cox.net

EDUCATION
Certificates/Degrees: Bachelor of Arts, University of Kansas; Master of Social Work, Catholic University; Master of Public Administration, California State University, Sacramento

PROFESSIONAL EXPERIENCE
Present Occupation: Retired from the University of California; 30 years in higher education

Other: Public social agencies for ten years in supervision and management

COMMUNITY COLLEGE ACTIVITIES
College District Where Board Member: Palomar Community College District
Years of Service on Local Board: Elected 2002; re-elected 2004; re-elected 2008
Offices and Committee Memberships Held on Local Board:
President of the Board 2004-05; 2008-09; Secretary to the Board 2003-04, 2007-08;
Real Estate Committee 2002-11; Palomar Foundation Board 2000-02
State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor’s Committees, etc)
CCLC Advisory Committee on Legislation 2008-09, 2009-10, 2010-11
National Activities (*ACCT and other organizations, boards, committees, etc.): ________________________________

________________________________________

CIVIC AND COMMUNITY ACTIVITIES

Served on Boards of Directors for Public Television and Public Foundations

Chaired City Planning Commission and Redevelopment Design Review Organization

________________________________________

OTHER

Association of Community College Trustees

American Association for Women in Community Colleges

California Women Lead

Mana

Run Women Run

________________________________________
CCCT Board
Nomination Form

Must be returned to the League office postmarked no later than February 15, 2011, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Riverside Community College District nominates Mary Figueroa to be a candidate for the CCCT Board.

This nominee is a member of the Riverside Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Signature of Clerk or Secretary of Governing Board
CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2011 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Mary Figueroa DATE: February 11, 2011

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

* Expanding workforce curriculum and partnership development to lead the economic recovery of the state.

* Increasing the student retention rate and thereby increasing the success of the most diverse student population in higher education.

* Increasing faculty diversity reflective of student population and community demographics.

* Supporting basic skills efforts for student success.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

First in my family to graduate from high school and attend college, I experienced firsthand the value of education to an individual's life. Working 21 years in the prison system, I have professionally observed the consequences of the lack of education and its resulting negative economic impact on the community.
CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2011, along with
the nominating ballot and statement of candidacy. Faxd material will not be accepted.

PERSONAL
Name: Mary Figueroa Date: February 11, 2011
Address: 1258 Shakespeare Drive
City: Riverside Zip: 92506
Phone: 951/780-4962 (home) 951/317-2648 (office)
E-Mail: maryfig50@sbcglobal.net

EDUCATION
Certificates/Degrees: University of California, Riverside (1979) - B.A.,
Chicano Studies/Political Science

PROFESSIONAL EXPERIENCE
Present Occupation: Retired - California Department of Corrections: Correctional
Counselor (21 years)
Other: Victim Witness Advocate: District Attorney's Office; Riverside Unified
School District: Substitute Teacher; City of Riverside Summer Youth Employment:
Placement Counselor; Inter-Tribal Council of California: Community Outreach
Specialist

COMMUNITY COLLEGE ACTIVITIES
College District Where Board Member: Riverside Community College District
Years of Service on Local Board: 16 years (1995)
Offices and Committee Memberships Held on Local Board: President (6 terms); Vice
President (1 term); Secretary (2 terms); Chair, Governance, Personnel &
Labor, Planning & Development; Vice Chair, Academic Affairs & Finance committees

State Activities (CCCT and other organizations boards, committees, workshop presenter:
Chancellor's Committees, etc. Member, ACCT Latino Trustee Association; Member, ACCT;
CCCT Board Member (second term); California Community College League Board
of Trustees

Page 1 of 2
National Activities (ACCT and other organizations, boards, committees, etc.): 

ACCT Pacific Regional Nominating Committee, 2010. ACCT Workshop Presenter, Toronto, Canada (2010).

CIVIC AND COMMUNITY ACTIVITIES

See attached bio

OTHER


National Latino Peace Officers Association member and Board of Directors, local Riverside Chapter.
MARY FIGUEROA

Mary Figueroa was first elected to the Riverside Community College District Board of Trustees on November 7, 1995, having emerged from a crowded field of 11 candidates and one open seat. Winning re-election in 1999, 2004, and in November of 2008 for a fourth term as a member of the Board of Trustees, she has held the position of President for six total terms as well as serving as past Vice President and Secretary of the Board. Committee assignments have included Finance and Audit, Personnel and Labor Relations, Academic Affairs and Student Services, Planning and Development, and the Legislative Committee. In 2007, Ms. Figueroa was elected to a statewide position on the California Community College Trustee Board (CCCCCT), one of 21 directors elected from 72 statewide governing boards of which she is currently serving her second term. Additionally, as of 2011 she is now a member of the California Community College League Board of Directors.

Ms. Figueroa knows that providing the best possible education ultimately benefits the local community and society overall, but especially those students motivated to seek and achieve their goal through education. Ms. Figueroa's community involvement began at the age of 16, when she volunteered for a local election campaign in order to earn high school credit in a government class. From there, she became involved in the neighborhood youth organizations formed in the 1970’s to deal with local community gang activity and police conflict. Her community organization involvement includes past and/or present membership in:

- Eastside Social Services Center Advisory Board
- Action Before Crisis Committee
- Riverside Youth Development Council
- Inland Community Design Center
- Riverside Area Rape Crisis Center Board of Directors
- City of Riverside Human Relations Commission
- San Gorgonio Girl Scout Council Board of Directors
- Blueprint for Volunteer Diversity Planning Committee
- American Diabetes Association Board of Directors
- LATINO Network
- Greater Riverside Hispanic Chamber of Commerce Board of Directors
- Riverside Mayor’s Use of Force Panel
- State of California Attorney General’s Civil Rights Commission on Hate Crimes
- Eastside Think Tank
- National Latino Peace Officers Association
- Community Settlement Association Board of Directors
- American Association of University Women
- NAACP
- RCC Friends of Forensics Board of Governors
- LaVista Recovery & Wholeness Center for Women Board of Directors
- University of California, Riverside Chancellor’s Community Advisory Committee for School of Medicine
- UCR School of Medicine Dean position Search Committee
- South Coast Air Quality Management District/Environmental Justice Advisory Group
- UCR Chancellor’s Campus Council on Climate, Culture and Inclusion

Ms. Figueroa is retired from the State of California Department of Corrections/California Institution for Men, where she served as a correctional counselor for 21 years. Ms. Figueroa has been employed by the Inter-Tribal Council of California, Inc., as an Outreach & Community Specialist; the Riverside County
District Attorney's Office as a Victim Witness Advocate in the Sexual Assault and Child Abuse Unit; RUSD as a Substitute Teacher; City of Riverside as a Placement Counselor in the Summer Youth Employment Program; and with the Riverside County American Red Cross.

Ms. Figueroa realizes that having received her high school diploma from John W. North High School (1974) and graduation from the University of California, Riverside with a B.A. in Chicano Studies and Political Science (1979) has provided her with the self esteem and confidence needed to return her services to the community. Having grown up in the Eastside of Riverside, to a single mother, but with the family support and additional mentoring from individuals who have crossed her life, Ms. Figueroa advocates that given the opportunity, every child can be a success. Ms. Figueroa believes that she is a living example of that concept.
CCCT BOARD
NOMINATION FORM

Must be returned to the League office postmarked no later than February 15, 2011, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Community College League of California
2017 “O” Street
Sacramento, CA 95814

The governing board of the LOS RIOS Community College District nominates ROBERT JONES to be a candidate for the CCCT Board.

This nominee is a member of the LOS RIOS Community College District governing board which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed is the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Brice W. Harris, Chancellor and Board Secretary
January 19, 2011
CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2011, along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE’S NAME: Robert Jones

DATE: February 1, 2011

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

Provide leadership to reconcile established institutional purposes and available resources with affordable student access and shifting public priorities. Engage other individuals, organizations and agencies of government to protect and expand high values and effective programs of instruction for transfer, CTE and basic skills.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

Four decades of practical experience as a student, professor and administrator in all three of California’s public higher education systems. Substantive competence in public higher education policy and fiscal affairs; and conversant with key socio-economic and demographic variables related to strategic planning and advocacy.
CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League Office postmarked no later than February 15, 2011, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

**PERSONAL**

<table>
<thead>
<tr>
<th>Name: Robert Jones</th>
<th>Date: February 1, 2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 9130 River Look Lane</td>
<td></td>
</tr>
<tr>
<td>City: Fair Oaks</td>
<td>Zip: 95628</td>
</tr>
<tr>
<td>Phone: 961.3061 (home)</td>
<td>Office: Same</td>
</tr>
<tr>
<td>Email: <a href="mailto:rgjones@csus.edu">rgjones@csus.edu</a></td>
<td></td>
</tr>
</tbody>
</table>

**EDUCATION**

- Certificates/Degrees: AA: Contra Costa Community College;
- MA: San Francisco State University; Post Graduate: Harvard and UC Santa Barbara
- Universidad Nacional Autonoma de Mexico

**PROFESSIONAL EXPERIENCE**

- Present Occupation: Vice President Emeritus, California State University Sacramento; Trustee, Sacramento Valley Conservancy
- Other: Four decades of practical experience as a student, professor and administrator in all of California’s systems of public higher education (UC Office of the President and UC Santa Barbara; CSU Chico, SF, Dominguez Hills, and Sacramento; Colleges of San Mateo, Lassen, Shasta and Contra Costa)

**COMMUNITY COLLEGE ACTIVITIES**

- College District Where Board Member: Los Rios
- Years of Service on Local Board: Four
- Offices and Committee Memberships Held on Local Board: Participant in District’s 2010 Strategic Planning Process and Interest Based Alliance governance courses

- State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor’s Committees, etc.):
  - Member of CCLC’s Commission on the Future; active participant in CCLC’s legislative advocacy initiatives
<table>
<thead>
<tr>
<th>National Activities (ACCT and other organizations, boards, committees, etc.):</th>
</tr>
</thead>
<tbody>
<tr>
<td>District representative for ACCT’s Annual Legislative Summit in Washington, DC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CIVIC AND COMMUNITY ACTIVITIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Former member of Fiscal Sustainability Commission for the California State Parks</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>I have been an active participant in the reaccreditation of our campuses; strategic planning for future enrollment; budget review and authorization; the appointment and review of campus presidents; the full restoration of seamless student transfer to California’s public universities; and affordable access to job training programs.</td>
</tr>
</tbody>
</table>
CCCT BOARD
NOMINATION FORM

Must be returned to the League office postmarked no later than February 15, 2011, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Gavilan Joint Community College District nominates Michael Davenport to be a candidate for the CCCT Board.

This nominee is a member of the Gavilan Joint Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

[Signature]
Signature of Clerk or Secretary of Governing Board
CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2011 along with the
nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Michael Davenport DATE: 1/31/11

What do you see as the major issues and activities that should be considered by CCCT and the League in the
next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

Provide a model that is resilient to economic and political forces
resulting in stable and predictable resources that directly drive
Student Success. Reduce the achievement gap and influence the
method of calculation to provide a clear measure. Critically assess
students for “right placement” to increase completion rates.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement
beyond this limit will not be included.)

Experienced in vetting a fiscal model that has proven predictability
and leveling of economic swings protecting resources for Students,
Faculty, and Operations. Also, I have over 15 years professional
experience in innovating, analyzing, and certifying measures and
metrics that will be used to drive clear and defendable
achievement gap assessment.
CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2011, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL
Name: Michael Davenport Date: 1/31/11
Address: 1961 Alpert Dr
City: Morgan Hill Zip: 95037
Phone: (408) 623-2432 (office)
E-Mail: miked@myxhome.com

EDUCATION
Certificates/Degrees: B.S. CIS/Physics, M.S. Software Engineering

PROFESSIONAL EXPERIENCE
Present Occupation: Manager, Business Operations, Cisco Systems
Other: Chief of Staff, Engineering at Cisco Systems
       Director/Board Member, Pachon Foundation
       Director/CEO, Blue Enterprises, Inc.

COMMUNITY COLLEGE ACTIVITIES
College District Where Board Member: Gavilan Joint Community College
Years of Service on Local Board: 2
Offices and Committee Memberships Held on Local Board: Chair, Budget, Clerk

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc)
National Activities (ACCT and other organizations, boards, committees, etc.):

CIVIC AND COMMUNITY ACTIVITIES

Director, Rotary, Morgan Hill
President, Morgan Hill Hometown Holidays
Vice Chairman, Pauchon Research Foundation
President & CEO, BWC Enterprises, Inc.
Past Planning Commissioner, City of Morgan Hill
Past President, Jackson Home & School Club

OTHER
Must be returned to the League office postmarked no later than February 15, 2011, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Chaffey Community College District nominates Paul J. Gomez to be a candidate for the CCCT Board.

This nominee is a member of the Chaffey Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

[Signature of Clerk or Secretary of Governing Board]
CCCT Board
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2011 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME:  Paul J. Gomez __________________________ DATE: February 11, 2011

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

The major issues are identified in the recently completed “A Report of the Commission on the Future of the Community College System” of the Community College League of California. Working with the Chancellor’s Office, CCLC and its member organizations should develop a work plan to advocate for implementation of Commission recommendations.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

My experience and understanding of the mission and core purpose of community colleges, both nationally and statewide, offer a perspective that would add to the Commission’s focus on “Success, Equity, and Success.” This value supports the Commission’s call for fuller economic and political participation through greater educational attainment by Californians.
CCCT Board Biographic Sketch Form

Must be returned to the League office postmarked no later than February 15, 2011, along with the nominating ballot and statement of candidacy. Fax material will not be accepted.

PERSONAL

Name: Paul J. Gomez Date: February 11, 2011
Address: 3545 Calle Carabe
City: Rancho Cucamonga, CA Zip: 91730
Phone: 909-985-2914 909-238-6444
E-Mail: paul.gomez@verizon.net

EDUCATION

Certificates/Degrees: - Associate of arts degree, Bakersfield College, 1970
- Bachelor of arts degree, California State University, Los Angeles, 1971

PROFESSIONAL EXPERIENCE

Present Occupation: - Retired, City of Ontario, CA; City Manager's Office and Public Works Administration; 26 years
- City of South El Monte, CA; Community and Planning Assistant; 2 years
Other:

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Chaffey Community College District, Rancho Cucamonga, CA
Years of Service on Local Board: 20 1/2 years
Offices and Committee Memberships Held on Local Board:
- President, (3 terms); Vice-President, (7); Clerk (2); Board Liaison-District Budget; Member, ad-hoc committee on Trustee Orientation, and Continuing Education and Development Program; Chair, Presidential Search Committee, (2)

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc - California Community College Board (CCCT), present
- Member, K-12 and community college committee on statewide vocational education
- Workshop presenter: "Combating Illiteracy: Basic Skills and Developmental Education"
- Member, ACCJC accreditation team, (2)
- Past vice-president, and treasurer, California Association of Latino Community College Trustees (CALCCT)
- Chair, planning committee; CCLC Partner Conference (Associations of Latino & African American & Asian Pacific American Trustees); Riverside, CA; 2001
National Activities (ACCT and other organizations, boards, committees, etc.):

- ACCT board member, 2001-2007
- ACCT board committees: Finance and Audit, Governance and Bylaws, Member Communications and Education, and Public Policy
- Workshop presenter: "Effective Board Governance: Policy Governance, Traditional Models, and Adaptations"; ACCT Annual Congress; Toronto, Canada; 2010
- Past president, Association of Latino Community College Trustees (ALCCT)

Civic and Community Activities

- Founder and board member emeritus; The Esperanza Scholarship Foundation/Dollars for Scholars; awards academic scholarships and academic support programs to high school graduates and college-going students
- Past president; Kiwanis Ontario Parkway Club; Ontario, CA; 2004-05
- Congressional "Community Leadership Award," 2004
- Vice-president, Genealogical Society of Hispanic America-Southern California branch (GSHA-SC), 2011

Other

- Founding member; Inland Valley Trustees & CEO Association; consisting of the following CCDs: Chaffey, Riverside, Imperial, Palo Verde, Desert, Antelope Valley, San Bernardino, Mt. San Jacinto, Copper Mountain, Victor Valley, and Barstow
- Founding member; San Gabriel/Foothill Association of Community Colleges; consisting of the following colleges:
  Chaffey, Citrus, Glendale Community, Mt. San Antonio, Pasadena City, and Rio Hondo
CCCT Board Nomination Form

Must be returned to the League office postmarked no later than February 15, 2011, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Ohlone Community College District nominates Greg Bonaccorsi to be a candidate for the CCCT Board.

This nominee is a member of the Ohlone Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Signature of Clerk or Secretary of Governing Board
CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2011 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Greg Bonaccorsi DATE: February 14, 2011

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

It is my position that the League must continue to be a strong advocate for and coordinate its actions with other allied agencies for publicly-funded California Community Colleges so that these institutions of higher education can continue to meet the demands of our ever-increasing and diverse student population.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

My background as a public school teacher and a life-long public education advocate have prepared me well by providing the context and the connections needed to focus on meeting student needs through the goals of the CCCT Board of the League. Now is the time for action.
CCCT Board
Biographic Sketch Form

Must be returned to the League office postmarked no later than February 15, 2011, along with the nominating ballot and statement of candidacy. Fax material will not be accepted.

PERSONAL
Name: Greg Bonaccorsi Date: February 14, 2011
Address: 4494 Burke Way
City: Fremont Zip: 94536
Phone: (home) (510) 793-6326 (office) (510) 656-3500 Extension 38030
E-Mail: greg4ohlone@yahoo.com

EDUCATION
Certificates/Degrees:
___ BA in Biology with a Minor in Mathematics (1986) -- Humboldt State University, Arcata, California
___ California Single-Subject Clear Credential in Biology with Supplementary Authorizations in Mathematics, General Science, and Music (1987) -- Humboldt State University, Arcata, California
___ Specialist Certification in Gifted and Talented Education (1991), Fremont Unified School District, Fremont, California

PROFESSIONAL EXPERIENCE
Other: President, Fremont Unified District Teachers Association/CTA/NEA (2000 - 2005)
___ Elected Delegate, California Teachers Association State Council of Education (2002 - Present)
___ Elected Chair, California Teachers Association Professional Rights and Responsibilities Committee (2009 - Present)
___ Elected Alternate to the National Education Association Board of Directors (2004 - 2010)

COMMUNITY COLLEGE ACTIVITIES
College District Where Board Member: Ohlone Community College District
Years of Service on Local Board: 2008 - Present
Offices and Committee Memberships Held on Local Board: Vice-Chair, Ohlone CCD Board
Member, Policy Sub-Committee to the Ohlone CCD Board of Trustees

Member, Ohlone Foundation Board

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc) __________

None

________

________

National Activities (ACCT and other organizations, boards, committees, etc.): ______

None

________

________

CIVIC AND COMMUNITY ACTIVITIES

Member, City of Fremont Redevelopment Appeals Board

Past Member, Fremont Unified School District Financial Advisory Committee

Member, Tri-Cities Democratic Forum

Member, League of Women Voters for Fremont, Newark, and Union City

Member (On-Leave), Ohlone Wind Orchestra

Past Member, Fremont Youth Symphony Board of Directors

________

OTHER


Member, California State Parks Foundation

Member, The Marine Mammal Center

Member, The Honor Society of Phi Delta Kappa

Member, The Honor Society of Phi Kappa Phi

________
Must be returned to the League office postmarked no later than February 15, 2011, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the _______________ Kern __________________ Community
College District nominates _______________ Pauline Larwood _______________ to be a
candidate for the CCCT Board.

This nominee is a member of the _______________ Kern __________________ Community
College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination.

Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

[Signature]
Signature of Clerk or Secretary of Governing Board
CCCT BOARD

STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2011 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Pauline Larwood DATE: February 10, 2011

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

Community colleges turned away 140,000 students in 2009-10. This negatively impacts the health of the California economy. Increased funding must be found to address this need.

We must improve student success by implementing best practices that promote student retention, course completion, degree attainment, transfer, and workforce readiness.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

Effective leadership, workable solutions, and teamwork have been hallmarks of my 24 years in public service. I will utilize these years of successful experience to work together with CCCT board members, district leaders, and other state leaders to address the issues of inadequate funding and student success.
CCCT BOARD
BIOGRAFIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2011, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL

Name: Pauline Larwood Date: February 10, 2011
Address: 3709 Harmony Drive
City: Bakersfield Zip: 93306
Phone: (home) 661-871-6090 (office)_____
E-Mail: plarwood@bask.rr.com

EDUCATION

Certificates/Degrees: BA - Fresno State University; MA - California State University, Bakersfield; Life Elementary Credential, Secondary Credential

PROFESSIONAL EXPERIENCE

Present Occupation: Retired


COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Kern Community College District
Years of Service on Local Board: Twelve
Offices and Committee Memberships Held on Local Board: President, Vice-President, Clerk, Legislation Chairperson, and member of the Finance Committee

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc)
Member of the California Community Colleges Board of Governors from 2005 - 2010; Workshop Presenter: CLASS (California Leadership Alliance for Student Success) at the November, 2010 CCLC Annual Conference

National Activities (ACCT and other organizations, boards, committees, etc.): ___

CIVIC AND COMMUNITY ACTIVITIES

Member, Board of Directors, Valley Fever Americas Foundation, 1998 - ; Chairman, Valley Fever Vaccine Policy Advisory Committee, 2007 - ; Government Review Council of Greater Bakersfield Chamber of Commerce, 1998 - 2010; Rotary Club of Bakersfield, 2001 - Present; League of Women Voters, 1995 - Present; American Association of University Women, 1972 - Present

OTHER

Community Recognition: California State University, Bakersfield Alumni Hall of Fame, 2009; Woman With a Heart for Bakersfield, 2007; Woman of Distinction, CEWAER 2003; Lifetime Achievement Regional Award of Merit by the Kern Council of Governments, 1995; Larwood Grove established by P.G.&E. and the California Releaf Foundation in honor of Pauline Larwood's support for Kern County Aviation and the Environment, 1994; James S. Gilstrap Award, Independent Oil Producers Agency - for promoting understanding between government and the oil industry; Woman of Distinction, Soroptomist International of Bakersfield, 1993; John W. Doubenmier Award, American Society of Public Administrators, Bakersfield Chapter, for distinguished service in public administration; Paul Harris Fellowship in recognition of community service, East Bakersfield Rotary Club; 1989 Distinguished Leadership Award for Excellence in Public Planning from the California Chapter of the American Planning Association; 1989 Recipient of the California Clean Air Award from the American Lung Association of Kern County; 1987 Outstanding Alumna of the School of Arts and Sciences, California State University, Bakersfield; 1981 Recipient of the Barbara Leask Award, Bakersfield Chapter of the American Association of University Women; 1970 Phi Kappa Phi: Academic Honorary Society
RESEARCH AND RECOMMENDATIONS CONCERNING
LIVE AND ON-DEMAND STREAMING FOR THE SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Written for Superintendent/President Andreea M. Serban

By

Dr. Paul Bishop,
Vice President, Information Technology

And

Dr. Douglas Hersh
Dean, Educational Programs

February 24, 2011
1. INTRODUCTION
In December 2010 Superintendent/President Serban asked Information Technology Division Vice President Paul Bishop and Educational Programs Dean Doug Hersh to research the options for capturing live video of the monthly board meetings and for streaming that video in real-time and on-demand. The following narrative describes the various options and makes both short and long term recommendations.

2. PHASE I RESEARCH: Granicus, IQM2
We first began by looking at the vendors that make products exclusively for the capture and display of public meetings and the associated documentation related to those meetings. Two vendors, Granicus and IQM2, appear to have the largest installed base in this area. Both vendors provide a range of software modules that address all aspects of public meetings, including but not limited to agenda preparation and publishing, note taking during the meeting and subsequent editing of those notes, linking the published agenda to the video segment of the recording in which each agenda item is discussed, capture of video from presentation systems used at the meeting, hosted storage for all documents and video, and a web based interface by the which the public can easily search for and view meeting content. Both vendors require the purchase of encoders and cameras that would be installed in the meeting location. Content is initially stored locally during capture and then is uploaded to their offsite servers for archiving and on-demand viewing. The primary requirements for the college would be the installation of cameras and video switching equipment, the training of technicians to be able to operate the equipment and to do the actual video production (selecting video content at the video switcher at the appropriate times). We currently have only audio equipment installed in the board meeting room, A211, and 3 computer technicians that have been trained in the use of that equipment.

3. PHASE II RESEARCH: vBrick, MediaCast
Both Granicus and IQM2 are focused primarily on public meetings. We expanded our search to vendors that have a broader portfolio of services targeting higher education institutions in an attempt to solve as many campus video needs as possible. In a number of campus areas, Library, LRC, Nursing Labs, Language Labs, and faculty courseware development, there is an expressed need for a multi-featured digital video storage and distribution system. To make it a more direct comparison to the previous two vendors, we selected two of the top vendors in this market space, vBrick and MediaCast, and compared the pricing of their hosted services. The major difference between these two groups of vendors is that the first group has a variety of modules all targeted at public meetings and the second group has modules more broadly targeted at other institutional needs such as digital signage, cable TV, video libraries of copyrighted materials, and direct connections to Active Directory for
authenticated access to on-demand materials. As with the previous group, the college would still be installing equipment and identifying and training the required staff necessary for video production.

4. PHASE III RESEARCH: Contracted Services
We explored a solution that would require little or no college investment in staff or hardware. In discussions with our IT counterparts at the City of Santa Barbara, Tom Doolittle suggested that the city's video production team could provide this service at a reasonable price. We contacted the City TV studio and they were very receptive to the idea of doing video recordings of board meetings and providing a live stream to Channel 18 as well as providing the college with a digital copy on the next business day for on-demand viewing from the college's web site. They indicated that they had no outstanding obligations that would prohibit them from being available for the monthly Thursday meetings. In their pricing structure would be a one and a half hour setup/breakdown charge for each meeting with a flat hourly rate of $91.50. The annual cost of the City's proposal was calculated based upon one meeting per month lasting for approximately four hours.

Table 1. Cost comparison of five vendor solutions for live and on-demand streaming.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Type of Solution</th>
<th>Startup Costs</th>
<th>Encoder</th>
<th>Camera</th>
<th>Monthly Staff Cost</th>
<th>Other Fees</th>
<th>Monthly Recurring</th>
<th>Year 1 Total</th>
<th>Annual cost for following Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Granicus*</td>
<td>Hosted/Local Encoder</td>
<td>125.00</td>
<td>2,000.00</td>
<td>240.00</td>
<td>390.00</td>
<td>9,685.00</td>
<td>7,560.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IQM2*</td>
<td>Hosted/Local Encoder</td>
<td>2,000.00</td>
<td>240.00</td>
<td></td>
<td>330.00</td>
<td>8,840.00</td>
<td>6,840.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MediaCast</td>
<td>Hosted/Local Encoder</td>
<td>3,500.00</td>
<td>4,700.00</td>
<td>2,000.00</td>
<td>331.67</td>
<td>17,060.04</td>
<td>6,860.04</td>
<td></td>
<td></td>
</tr>
<tr>
<td>vBrick</td>
<td>Hosted/Local Encoder</td>
<td>5,395.00</td>
<td>2,000.00</td>
<td>240.00</td>
<td>866.00</td>
<td>20,667.00</td>
<td>13,272.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of SB</td>
<td>Hosted Production</td>
<td>91.50/hour</td>
<td></td>
<td></td>
<td>6,039.00 (assuming 12 Board meetings of 4 hours each plus setup and breakdown charge)</td>
<td>6,039.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* This is the cost of just the base module that would allow us to stream and store video content

** This is the overtime cost for one IT staff member. A full production crew could require up to 3 persons.
5. RECOMMENDATIONS
   a. Short-Term Recommendation
   Based upon the preceding analysis, it is our recommendation to contract initially with the City of Santa Barbara. Video capture could begin at the college's earliest convenience with no startup costs for either staffing or equipment. Additionally, if the District contracts with the City of Santa Barbara on a meeting-by-meeting basis there would be no annual commitment.
   b. Long-Term Recommendation
   We are also recommending a long-term approach that would include the video recording of board meetings as part of a larger discussion regarding campus video archiving and delivery. The long-term solution would look at a common infrastructure for all campus video requirements that would allow us to minimize training and support costs and provide a common interface for accessing campus video collections.
March 14, 2011

Sent via Email Transmission

Board of Trustees
Dr. Andreea Serban
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109

Re: Brown Act Opinion

Dear Board of Trustees and Dr. Serban:

We have been asked to provide our opinion on various questions relating to the impact of the Brown Act on the evaluation process for the College President/Superintendent ("President"). Dr. Hashund’s attached opinion request states that progress on the President’s annual evaluation has been delayed by uncertainty over these questions, which can be summarized as follows:

(1) How much of the evaluation process should occur in closed session and be kept confidential?

(2) Do the Board Policies calling for the evaluation process and performance goals to be developed and jointly agreed to by the Board either require the President’s participation in all relevant meetings or alter any of the closed session aspects of the evaluation process?

(3) What are the limitations, if any, of the three-member Board ad hoc evaluation committee in terms of Brown Act requirements and with whom it must meet?

We begin with a review of the evaluation process before turning to a discussion of how the evaluation needs to be conducted so as not to violate the Brown Act.
The Evaluation Process

The President’s contract calls for the Board to “conduct a formal review of the Superintendent/President’s performance in closed session annually in the spring of each year, but no later than June 30th. A satisfactory evaluation will automatically add an additional year to the employment contract.”

Two Board Policies set the general parameters of the evaluation process:

BP 2435 states: “The Board shall conduct an evaluation of the Superintendent/President no later than July of each year. Such evaluation shall comply with any requirements set forth in the contract of employment with the Superintendent/President as well as this policy. The Board shall evaluate the Superintendent/President using an evaluation process developed and jointly agreed to by the Board and the Superintendent/President. The criteria for evaluation shall be based on board policy, the Superintendent/President job description, and performance goals developed in accordance with Board Policy 2430.”

BP 2430 states, in pertinent part: “The Superintendent/President is expected to perform the duties contained in the job description and fulfill other responsibilities as may be determined in annual goal-setting or evaluation sessions. The goals for job performance shall be developed and jointly agreed to by the Board and the Superintendent/President.”

Other than these general parameters, there is no further guidance on what the process should entail and how the parties are expected to meet these requirements. There is no provision for: an evaluation instrument, an evaluation committee, a self-evaluation, peer review, submission of proposed goals, tri-annual or other periodic comprehensive evaluation, defining what is “satisfactory,” or any means for communicating the outcome of the annual review to the community. These are all items for discussion, consideration and resolution between the Board and President.

The priority for adhering to a specified process is underscored by the October 2009 Evaluation Report issued by the Accrediting Commission for Community and Junior Colleges, which contained a specific recommendation “that the Board of Trustees regularly evaluate the Superintendent/President’s performance, following Board policy.”

Within the flexible framework of the existing evaluation parameters, the evaluation process could take many forms, and there is a significant body of published material on what those might be. For example, last year, the Association of Governing Boards of Universities and Colleges published Assessing Presidential Effectiveness by Richard Morrill, which describes board responsibilities in annual and comprehensive presidential assessments, procedures and protocols, best practices, policies and sample assessment questions and forms. The Community College League of California provides guidance and support to boards, including through a publication entitled Evaluating CEO Performance, Resources for Governing Boards and CEOs, 2005, by
Cindra Smith, Ed.D., containing a sample evaluation checklist, sample criteria and a sample policy and process. The Academic Senate for California Community Colleges has published its own detailed paper, Toward A Model Chief Executive Officer Evaluation Policy, covering both the annual and comprehensive evaluation processes.

Irrespective of the process that is followed, what all commentators emphasize is the fundamental importance of good planning, collaboration and execution for the mutual benefit of the College, President and Board:

In both private and public institutions, documented presidential assessment has come to be seen as one of the central aspects of board accountability—a prudent means of demonstrating compliance with a variety of legal, social, political, and campus expectations concerning presidential leadership. Precisely how the process should be undertaken—by whom, when, using what methods, relying on what information, and to what end—remains a critical question... The evaluation of the president is one of the critical means at the board’s disposal to give form to its own effectiveness in defining, monitoring, evaluating, and assuring accountability for the mission, as well as improving the quality of the institution that it serves... The focus should not be narrowly on the president as a solitary individual but rather on the wider organizational and social context in which the president operates. In both annual and comprehensive reviews, the criteria for leadership should be grounded in the goals, expectations, and metrics that have been established jointly by the president and the board. These will have been expressed in operational and strategic plans, prior annual presidential assessments, reports, memoranda, and contracts... (Excerpt from Assessing Presidential Effectiveness, by Richard Morrill, published in Trusteeship Magazine, January/February 2010, Association of Governing Boards of Universities and Colleges. (http://www.agb.org/trusteeship/2010/januaryfebruary/assessing-presidential-effectiveness)

The Impact of the Brown Act on the Evaluation Process

The Brown Act (Government Code, sections 54950 et. seq.) is a “sunshine law” requiring that the “peoples’ business” generally be done openly and allow for public participation.” As the California Attorney General has said, “The Act represents the Legislature’s determination of how the balance should be struck between public access to meetings of multi-member public bodies on the one hand and the need for confidential candor, debate, and information gathering on the other.” The Brown Act, Open Meetings For Local Legislative Bodies, California Attorney General’s Office, 2003. (http://ag.ca.gov/open_meetings/)

The Brown Act itself is comprised of approximately fifty different sections or sub-sections. But like most laws, it is subject to many varying interpretations of key provisions. What is a
prohibited "collective concurrence?" What needs to be reported out of closed session? What can be discussed regarding salaries in closed session? These and many other questions are not satisfactorily addressed by the law itself. For this reason, in order to give definitive guidance on Brown Act issues, it is necessary to resort to additional authorities, consisting of a large number of published appellate court decisions and opinions of the California Attorney General.

One of the chief reasons for closed sessions is the so-called personnel exception to the open meeting requirement. The purpose of the personnel exception is to "avoid undue publicity or embarrassment for public employees and allow for full and candid discussion of such employees by the body in question." Fischer v. Los Angeles Unified School Dist. (1999) 70 Cal. App. 4th 87, 96. The Attorney General has explained what this means:

Although the ‘personnel exception’ may have been designed primarily to protect the employee from public embarrassment, it would also appear that it was designed to permit free discussion of personnel matters by a local governing body. This latter conclusion follows from the fact that it is the legislative body, not the employee which determines whether an executive session will be held at all. The employee has no right to make this determination. See, generally, Edgar v. Oakland Museum Advisory Com. (1973) 36 Cal.App.3d 73, 77.


The personnel exception specifically authorizes closed sessions regarding the appointment, employment, evaluation of performance, discipline or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee. (Government Code, section 54957). These closed sessions may generally proceed without notice to the employee and without the employee’s presence.

But when the purpose of the closed session is to hear complaints or charges against an employee brought against the employee by another person or employee, the employee is entitled to advance written notice and has the option to have a public session. (Government Code, section 54957(b)(2)). However, the courts and the Attorney General’s office have determined that this only applies when the complaints are brought by a third person or employee, and not in connection with an employer’s evaluation of job performance conducted in the normal course. Fischer v. Los Angeles Unified School Dist., supra; 61 Ops.Cal. Atty.Gen. 283 (1978). Negative comments made during an employee’s performance evaluation do not constitute “complaints or charges” that require notice, and the employee does not have the option to have the matter heard in open session. Furtado v. Sierra Community College (1998) 68 Cal. App. 4th 876.

The Issues Presented

Against this backdrop, we now address the questions which have been posed:
(1) How much of the evaluation process should occur in closed session and be kept confidential?

The Brown Act does not draw a distinction among the various stages of a performance evaluation in terms of what may occur in closed session. Although not expressly covered by the language of the Brown Act itself, cases interpreting the Act make it clear that all aspects of a performance evaluation are proper subjects for closed session.

In *Duval v. Board of Trustees* (2001) 93 Cal. App. 4th 902, the court reviewed the propriety of two separate “performance evaluation” closed sessions for a school superintendent. The first session involved a discussion of the evaluation form to be used. The second session resulted in the superintendent being given a satisfactory performance review, thereby triggering renewal of the superintendent’s contract. As to the first, the court stated:

[W]e conclude “evaluation” may properly include consideration of the criteria for such evaluation, consideration of the process for conducting the evaluation, and other preliminary matters, to the extent those matters constitute an exercise of defendant’s discretion in evaluating a particular employee. In some circumstances, a public employer might be bound by a collective bargaining agreement to evaluate certain employees pursuant to fixed criteria or by use of a particular form. In that instance, a determination to employ the required criteria does not reflect a “personnel decision” by the employer. By contrast, in circumstances such as the present case, the selection of criteria, the establishment of a fact-gathering mechanism, and a designation of particular areas of emphasis in the evaluation each might reflect the board’s initial perception of the superintendent’s performance since the last evaluation. That is, the evaluation commonly would be tailored to issues arising from the superintendent’s actual discharge of her duties through time. As such, these preliminary considerations are an integral part of the actual evaluation of the superintendent and are properly a part of defendant’s “consider[ation] [of] the ... evaluation of performance” of the superintendent. *(Id. at 909)*

Likewise, in reviewing the correctness of reaching a conclusion of “satisfactory” in closed session, the court said:

Similarly, it is far too narrow an interpretation of the statutory criteria to hold that “[taking] action to find the evaluation satisfactory” is an action apart from the evaluation itself, thereby requiring separate notice on defendant’s agenda. “Feedback” to the employee is a traditional part of a formal performance evaluation. *(See Armstrong, *A Handbook of Human Resource Management* (1988) p. 167.)* A determination of whether an employee’s performance is satisfactory and establishment of goals for future improvement are the primary objectives of a formal performance evaluation. *(Id. at p. 166.)* Accordingly, we
conclude plaintiffs failed in this instance as well to allege a Brown Act violation. (Id. at 910)

The need for confidentiality concerning the closed session evaluation process is mandated by the Brown Act. “A person may not disclose information that has been acquired by being present in closed session... to a person not entitled to receive it, unless the legislative body authorizes disclosure of that confidential information.” (Government Code, section 54963(a)). Various remedies are provided by the Act, including referral to the grand jury in cases where a member of the legislative body willfully discloses confidential closed session information. (Government Code, section 54963(c)(3)). However, it is not a violation to express an opinion concerning the propriety or legality of actions taken in closed session. Government Code, section 54963(e)(2)).

While the conduct of the performance evaluation itself occurring during closed session is confidential and must be kept confidential, action taken by the Board in relation thereto may be required to be reported in open session following the closed session. “Action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a public employee in closed session pursuant to Section 54957 shall be reported at the public meeting during which the closed session is held.” (Government Code, section 54957.1(a)(5); emphasis added).

Under the President’s employment agreement, the term of her contract is automatically extended by an additional year upon receiving a satisfactory annual evaluation. Because this determination “affect[s] the employment status” of the President, any action in closed session by the Board resulting in either a satisfactory or unsatisfactory evaluation must be reported at the conclusion of that closed session.

(2) Do the Board Policies calling for the evaluation process and performance goals to be developed and jointly agreed to by the Board either require the President’s participation in all relevant meetings or alter any of the closed session aspects of the evaluation process?

Under its policies, the Board has the responsibility to develop and jointly agree with the President on the evaluation process and the establishment of performance goals. This implies that both parties have an obligation to work together collaboratively towards that end. This does not mean, however, that the Board cannot meet separately without the President at various stages in the evaluation process to consider and discuss how it wishes to proceed and what it wishes to propose as far as the process is concerned, as well as to consider performance goals it has in mind.

Particularly with a seven member body, the Board could determine that it would be more efficient to convene separately at various times, before and during the process, to discuss the process and goals. It is within the purview of the Board to determine whether and when it
chooses to do so. But any such Board-only discussions should not undermine the President’s important participatory role in the process.

The closed-session nature of the deliberations regarding the evaluation process and performance goals is not affected by whether the board discussions include or are separate from discussion with the President. Of course, there is nothing to prevent the Board and President from agreeing to hold an open session to consider and hear from the staff and public in general on the performance evaluation process. This would normally be expected to be a generic discussion only. In the future, if the Board wished to consider amending its policies regarding the evaluation process, it would bring such discussion forward in open session, as with any other Board Policy revisions.

(3) What are the limitations, if any, of the three-member Board *ad hoc* evaluation committee in terms of Brown Act requirements and with whom it must meet?

The Brown Act applies to “legislative bodies.” In addition to governing boards, the Brown Act definition of legislative body generally includes most subsidiary boards and committees that are created by the Board itself, regardless of whether the subsidiary body is merely advisory. All standing committees of the Board are legislative bodies whose meetings must fulfill Brown Act requirements.

However, there is a specific exception described in the Act for an advisory committee which is comprised solely of less than a quorum of the members who created the advisory body. (Government Code, section 54952(b)). The exception only applies to *ad hoc* committees, not standing committees which have continuing jurisdiction over particular subject matter.

As described, the *ad hoc* Board committee which has been established to facilitate this year’s evaluation process for the President fits this exception. Therefore, since the committee is not a legislative body, it is not governed by the Brown Act and its meetings do not need to be posted or to otherwise adhere to the procedural requirements attendant to meetings of the Board. The *ad hoc* evaluation committee may meet both with and without the President in like fashion as the Board itself, as explained above. One note of caution, however, is that under the language of the exception, the committee must be comprised solely of less than a quorum of the members. This may be taken to mean that no other individuals including the President may be members of the committee.

I hope that we have satisfactorily answered the questions you raised, and that the information provided will allow the Board to proceed with the important evaluation process with a clearer understanding of these sometimes difficult issues.
Please contact me if you have any questions.

Very truly yours,

Craig Price
Craig Price
Santa Barbara City College
Board of Trustees
721 Cliff Drive, Santa Barbara, CA 93109

Craig Price, Esq.
GRIFFITH & THORNBURGH, LLP
8 E. Figueroa Street, 3rd Flr.
PO Box 9
Santa Barbara, CA 93102

March 4, 2011

Dear Mr. Price

Welcome aboard! At its last meeting, our Board of Trustees voted to retain your services to help us understand specific issues related to the Brown Act. The decision to secure the services of a local attorney, familiar with Brown Act restrictions, derived from a closed session of the Board at which we had a difference in opinion regarding the process by which we might plan for our annual evaluation procedures for our Superintendent/President. Hence, the decision to ask for your help.

Specifically, we would very much appreciate your opinion about both the appropriateness and legality of having such a discussion in closed session. It seems very clear to me that the evaluation itself should be done in closed session, but what about the development of a process by which that evaluation is conducted? Should the evaluation instrument itself be crafted in open or closed session? How about the setting of performance goals; should these be established in open or closed session? And once completed, does any of this become public?

You should know that there are Board policies that relate to the evaluation and we have a contractual employment agreement with Dr. Serban. I believe the relevant Board Policies are 2430 and 2435. The Board policies and procedures are all on line and I will secure a copy of the employment agreement for your review.

These Board Policies provide for the evaluation process and performance goals to be developed and jointly agreed to by the Board and the Superintendent/President. In keeping with these policies, under what circumstances is a closed session appropriate or inappropriate? Also, is the Board to confine its discussions regarding these matters to meetings with the Superintendent/President?

Finally, we have established an ad hoc committee of three Board members to facilitate this evaluation process. To what extent is their behavior governed by the
formalities of the Brown Act? What is the scope of their legitimate latitude in meeting with and without the Superintendent/President?

I am anxious to avoid a last minute rush as we approach the published time frame for this evaluation (late May, early June), so it would be most helpful if we could have your opinion quickly, perhaps by March 15.

Sincerely,

Peter O. Haslund, President
SBCC Board of Trustees
TENTATIVE AGREEMENT
March 7, 2011

The following sections of the collective bargaining agreement (January 2009 – December 2011) shall be changed as follows:

1. Article 6.1 (Compensation) - amend as follows:

   6.1.1 2011-2009

   The 2008 salary schedule will remain in effect during the term of this Agreement, until mutually modified by the parties. The parties have reopeners in the second and third years of the contract on Article 6. (Compensation and Benefits)

   6.1.2 Equitable Treatment

   The District and CSEA agree that in the event the District agrees to implement a more favorable across-the-board salary adjustment to the full time regular salary schedule of any other bargaining unit the Instructors' Association Agreement, the CSEA bargaining unit shall receive the same increase.

2. Article 6.2 (Benefits) - amend Section 6.2.1 as follows:

   6.2.1 Health and Welfare Benefits

   Unit members will receive Health and Welfare Benefits according to Appendix B attached hereto and under the plans described therein. The District will absorb the increased cost of the lowest cost (currently the Blue Cross 80% PPO plan) mandatory health and welfare benefits package for benefits plan year commencing October 2011, not to exceed 5%

   Such dollar increase pick-up will be applied across each of the health and welfare benefits packages offered by the District. Any excess premium costs will be borne by the employee. For example, if the two-party premium for the lowest cost plan increases by $300/year, that same amount will be added to the District's contribution for any other plans offered by the District.

   Long-term Disability (income protection) insurance is included as part of the mandatory benefit package for employees. The insurance plan pays a benefit of two-thirds (66.66%) of an employee's regular monthly compensation up to a maximum of $5,000 per month.

3. Appendix B (Health and Welfare Benefits) - amend paragraph 1 as follows:
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 contract unit members who work less than full time, but half-time or more.

<table>
<thead>
<tr>
<th></th>
<th>2009-10</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Coverage Waiver</td>
<td>$2,000</td>
<td></td>
</tr>
<tr>
<td>Single</td>
<td>$6,083</td>
<td></td>
</tr>
<tr>
<td>Two-party</td>
<td>$10,779</td>
<td></td>
</tr>
<tr>
<td>Family</td>
<td>$15,333</td>
<td></td>
</tr>
</tbody>
</table>

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

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

Dated: March 7, 2011

Elizabeth E. Auchincloss  
President  
California School Employees Association  
Chapter #289

Matthew L. Gentile  
Labor Relations Representative  
California School Employees Association

Bruce A. Barsook  
Chief Negotiator  
Santa Barbara Community College District
ADELMAN, Kim
ALLEN, Archie
ALLEN, Barbara
ALPERT, Richard
ANDERSON, Jan
ANDERSON, Julie
BROCKWAY, Gloria Arenson
ARIAS, Carlos
ARMSTRONG, James
ASKEW, Richard
ATKINSON, Terry
AZIZ, Anne
BAHENA, Norma
BAKER, Jill
BARATTUCCI, Sabina
BARTETT, Carolyn
BARTAK, Robert
BARTZ, Patrick
BARUCH, Robert Edward
BASCH, Marjorie
BE, Wanda
BEERS, Linda
BELAMY, Jerome
BELLIDO, Lissie
BERRIS, Lila
BLACKADAR, Elizabeth
BLACKBURN, Catherine
BLAKLEY, Bonnie
BOISE, Philip
BOLLINGER, Eliesa
BOLTON, Blanca
BOUCK, Mary
BOWDEN, Julie
BOYD, Barbara
BRAMMER, Linette
BREDON, Deborah
BRONN, Susan
BROOKS, Judith
BROWDY, Karen
BROWN, Mary
BURL, Ganet
CABRERA, Maria
CHAPIN, Mona
CAMPOS, David
CAPELLI, Dawn
CAPUTO, Sara
CARA, Maggy
CARDILLO French, Gerri
CARLSON, Doris
CARMONA, Oscar
CATE, Chris
CATTON, Donna
CHAMBERLIN, Patricia
CHAMBERS, Gaelyn
CHAPMAN, John
CHAVEZ, Elsa
CHECA-GARCIA, Irene
CHIN, Terease
COCKRUM, Carol
COCOLO, Ligia
COLLINS, Robert
CONWAY, Timothy
COOPER, Arnold
COOPER, Terri
CORCORAN, Kimberly
CORNEJO, Gerardo
COX, Victoria
CRANDELL, Sunny
CRONKITE, Robert
DAILY, Janice
DAVIS, Rebecca
DAY, Arden
DEAN, Danyel
DENKE, Debora
DEVRIES, Gwenna
DHIRAJLAL, Nimita
DIOIRON, Diane
DORFhuber, Rosabeth
DOUGLAS, John
DRAGHI, Patricia
DROBNY, Dana
DRURY, Michael
DUARTE, Amparo
EGGLI, Norma
ELKINS, Gary
ERB, Ann
ESQUIVEL-KROMIS, Irma
ESTES, Nancy
FALLERT, Joan
FARRAND, Nancy
FAULKNER, James
FEENEY, Daniel
FELZER, Linda
FERRER, Mark
FIGUEROA, Sylvia
FILOTAS, Denise
FINN, Richard
FOSS, Celia
FOWLER, Martin
FOY, Catherine
FRAGOSA, Abbey
FROLL, Marguerite
FRYER, Laurel
FUENTES, Leticia
GALVIS, Coromoto
GARCIA, Maria
GARCIA, Yolanda
GARDNER, Sharon
GASPARRINI, Laura
GIUFFRE, Karen
GOMEZ, Susan
GONZALEZ, Diane
GOOD, Jordan
GOODNICK, William
GORDON, Nicola
GRAFFIUS, Norma
GRAHAM, Janet Mary
GRAY, Colin
GROSBOIL, Marilyn
GUTSHALL, Norman
HAAR, Loren
HALE, Keith
HAMLIN, Beatrice
HANSEN, Ranell
HARDIN, Karen
HARRINGTON, Bridget
HARRIS, Olivia
HARRISON, Sarah
HAYS, Vicki
HECK, Thomas
HENDERSON, Louis
HERZOG, Amy
HILLNER, Teresa
HOBBS, Julie
HOFMANN, Fred
HOLGUIN, Carolyn
HOLLANDER, Jane
HORNICK, Charles
HUNGETT, Holly
HURST, Alan
HUTTERER, Nancy
INGRAM, Janet Sue
IVERKS, John
JAMES-FENSKE, Kerri

*Not to exceed 67% including any Credit Division assignments
CERTIFICATED HOUULY FACULTY APPOINTMENTS* SPRING 2011 – CONTINUING EDUCATION

JARROTT, Leonard
JOHNSON, Belma
JOHNSON, Kether
JOHNSON MADRIGAL, Claudia
JOHNSTON, Judy
KALISHER, Murray
KALLY, Stephen
KARLE, Alice
KARPPINEN, Linda
KARSH, Jaan
KASTNER, Linda
KATZ, Gail
KAUFFMAN, Mitchel
KAY, Venessa
KEARNS, Lauren
KELLER, Nancy
KENNEDY, Dauri
KENNEDY, Sharon
KERWIN, Bonnie
KEYZER, Wendy Cork
KLIMAN, Wayne
KOOP, Cassie
KORNBLUTH, Story
KOSTRUBA, Daniela
KOSTRUBA, Leo
KRALOVIC LOGAN, Brecia
KROES, Lisa
KROMBERG, Ira
KUNTZ, Linda
KWAKO, James
LANG, Susan
LAULA, Mary
LEAVITT, Jane
LEMAGIE, Suzanne
LEVASSEUR-BETZHOLTZ, Elaine
LINET JR, Lewis
LITTLEHALE, Nevin
LOCKE, Angela
LOEBMAN, Barbara
LOPEZ, Amy
LOPEZ, Lynn
LOTITO, Barbara
LOWENKOPF, Shelly
LYON, Laura
MADERA, Orailia
MALVINNI, David
MANCIC-JOHNSON, Svetlana
MANZI, Carol
MARCHINGTON, Rene
MARTIN, Jeanne
MARTIN, Theodore
MASIN, Eva
MASK, Robert
MASON, Laura
MATHERS-WINN, David
MATOSIAN, Marlene
MAUTONE, Patricia
MCCLURE, Wendy
MCCURRY, Jenifer
MCGRégor, Scott
MCGUIRE, Robert
MCIVER, Bruce
MCMANN, Robin
MCNALLY, Brian
MCNAY, James
MESSER, Mariah
MESSIER, Mary
METCALF, Carol
METHNER, Kerry
MILLER, Kristen
MILLER, Maria Petueli
MILLNER, Clayton
MILLNER, Lynda
MIRANDA, Josue
MOLHOLM, Cathleen
MOLINA, Dinorah
MOLONY, Michele
MORENO, Luis
MORAGAN, Silvia
MORRISON, Laura
NAVAR, Isabelle
NELSON, Lawrence
NEWCOMB, Charles
NIEDERER, Margot
NORTON, Tamara
NOWLIN, Angela
NUENZ, Dionne
OETKEN, Jennifer
OHLSEN, Herman
OKI, Peggy
ONISHI, Lynne
OTA, Marsha
PAIZANIS, Chris
PALARFOX, Miguel
PANG, Chao-Sun
PARE, Catherine
PAULSON, Carolyn
PEREA DE LA CABADA, Rafael
PEREZ, Rudolph
PETERSON, Michele
PEYRAT, Gloria
PICKERING, Dorothy
PIERSKALLA, Betty
PINI, Deanna
PODDUNAYA, Elena
PONCE, Araceli
PRIMROSE, Zoe
QUIEL, Cathy
RANGEL, Vivian
REBSTOCK, Suzanne
REINECK, Janet
REINHART, Susan
REMP, Catherine
REYNOLDS, Robert
RIBET, Mary
RICHO, David
RIDLING, Curtis
RISSE, Stephen
ROBARGE, Monica
ROBERTSON, Kaaren
ROBINSON, Gladys
ROBLES, Rod
ROCKETT, Edward
ROMAN, Nancy
ROSENBLUM, Marsha
ROTT, Roland
RYAN, Susan
SACHS, Barbara
SAENGER, Sally
SANCHEZ, Luis
SANGER, Judith
SATTLER, Jill
SAYERS, Bernard
SCHEFTIC, Stephen
SCHERZ, Ann
SCHOEFF, Marie
SCOTT, Eleanor
SHERMAN, Spencer
SHIELDS, Susan
SHIMABUKU, Maurice
SILSBURY, Katherine
SILVA, Beatriz

*Not to exceed 67% including any Credit Division assignments

Item 3.1-a
Page 2 of 3
3/24/11
CERTIFICATED HOURLY FACULTY APPOINTMENTS* SPRING 2011 – CONTINUING EDUCATION

SIMON, Rebecca
SMITH, Douglas
SMITH, Elizabeth
SNOW, Sheila
SOBEL, Laura
SOLIS-SOTO, Maria
SOLTER, Aletha
SORKIN, Alicia
SORROW, Rodger
SPIRKA, Fredda
SPRENGER, Christine
STANLEY, Carl
STARK, Lynne
STATUCKI, Marilyn
STEIN, Gabrielle
STEPHEN, Julia
STEVENSON, Heather
STICH, Richard
STILES, Kathy
STOKER, Tara
STOTTER, Kathy
SWANSON, Lydia
TALBOTT, Matthew
TAMIAZZO, John
TBA, Adult Ed staff
THOMAS, Carolyn
THOMAS, Rose
THOMSEN, Genie
THUST, Tanis
TIMBROOK, Steven
TINKER, Katrina
TISCHER II, Raymond
TOLLEFSON, Sandra
TORRES, Carmen
TRANTOW, Betty
TRINH, Tam
TURKISH, Allison
UNDERWOOD, Val
UNKEFER, Duane
UNTERMAN, Bernard
URIBE, Karla
VALENZUELA, Angelina
VAN STEIN, Thomas
VAN WINGERDEN, Nadia
VANHECKE, Lorraine
VESTAL, Pamela
VILLAVERDE, Carl
VISSER, Hal
VOLNER, Patricia
WAKITA, Takako
WALSH, Michelle
WARREN, Angela
WARREN, Mary (Charla)
WAVE, Rebecca
WEEKS, Jean
WEST, Jeannie
WESTERHOUSE, Christine
WHITEHURST, Mark
WILLHITE, Suemae
WILSON, Carla
WILSON, Paige
WILSON, Signe
WITKOWSKI, Walter
WOLFF, Illana
WOLLENBERG, Jean
WONG, Christine
WONG, Vince
WOO, Cynthia
WORTHY, Ellen
YOSSEM, Eugene
YOUNG, Willa
ZIMMERMAN, Siu
ZITTEL, Herman

*Not to exceed 67% including any Credit Division assignments
## Educational Programs
### Minimum Qualification Equivalency

<table>
<thead>
<tr>
<th>NAME</th>
<th>DISCIPLINE</th>
<th>BACKGROUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>STOTTER, Kathy</td>
<td>English</td>
<td>EDUCATION:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B.A., English, Cornell University, NY (1980)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>EXPERIENCE:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2002-Present: ESL Teacher, SBCC, Adult Education</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1999-2001: Instructional Assistant (1st &amp; 2nd grade), McKinley School, Santa Barbara</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1987-1988: English Tutor, Borough of Manhattan Community College</td>
</tr>
<tr>
<td>THRALLS, Marylove</td>
<td>Marketing</td>
<td>EDUCATION:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B.A., Liberal Studies, University of Oklahoma (1993)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>EXPERIENCE:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Current: Marketing/Development Associate, Opera Santa Barbara</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2004-2006: Director of Development, Santa Barbara Historical Society</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2000-2003: Director of Marketing &amp; Communications, YMCA of Greater Tulsa</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1996-2000: President of public relations consulting practice</td>
</tr>
</tbody>
</table>
## 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>
</tr>
</thead>
<tbody>
<tr>
<td>AGUADO-MARQUEZ, Miriam</td>
<td>SoML Hourly Staff III</td>
<td>3/1/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>BAUTISTA, Kristina</td>
<td>Gateway hourly Staff VI</td>
<td>2/11/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>BRENNEMAN, Joy</td>
<td>Art Hourly Staff VI</td>
<td>2/14/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>CHASON NEDERVEEN PIETERSE, Lisa</td>
<td>Tutorial Hourly Staff VI</td>
<td>1/24/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>CHEN, Wei Qi</td>
<td>Gateway Hourly Staff I</td>
<td>1/24/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>CONTRERAS, Zoila</td>
<td>Gateway Hourly Staff VI</td>
<td>2/22/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>DING, Yi</td>
<td>Tutorial Hourly Staff I</td>
<td>2/11/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>DIPERI, Kathleen</td>
<td>Center for Sustainability Hourly Staff VI</td>
<td>2/25/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>EMERICK, Rachel</td>
<td>Gateway Hourly Staff VI</td>
<td>2/11/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>ESTRADA SANTIAGO, Edmar</td>
<td>Facilities &amp; Operations Hourly Staff III</td>
<td>3/25/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>FOX, Joyce</td>
<td>Gateway Hourly Staff VI</td>
<td>1/24/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>FERNANDEZ, Kristine</td>
<td>Accounting Hourly Staff VI</td>
<td>3/7/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>HARRYSON, Christina</td>
<td>ISSP Hourly Staff VI</td>
<td>3/4/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>HESTEKIN, Kristy</td>
<td>Automotive Hourly Staff II</td>
<td>3/25/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>HIRSCH, Sarah</td>
<td>Tutorial Hourly Staff VI</td>
<td>3/11/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>IDRIS, Afiz</td>
<td>Gateway Hourly Staff VI</td>
<td>1/24/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>JOCK, Joseph</td>
<td>History Hourly Staff III</td>
<td>3/1/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>LUO, Anni</td>
<td>Gateway (2 jobs) Hourly Staff V Tutorial Hourly Staff V</td>
<td>2/11/11-6/30/11</td>
<td>Pay Rate Change (2 jobs) Pay Rate Change</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MCKENNA, Andrea</td>
<td>Tutorial Hourly Staff VI</td>
<td>1/24/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>MERRILL, Paul</td>
<td>Gateway Hourly Staff VI</td>
<td>2/11/11-6/30/11</td>
<td></td>
</tr>
</tbody>
</table>
**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>
</tr>
</thead>
<tbody>
<tr>
<td>MOROSIN, Alessandro</td>
<td>Tutorial Hourly Staff VI</td>
<td>1/24/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>PETTerson, Graeme</td>
<td>Facilities &amp; Operations Custodian</td>
<td>3/7/11-3/24/11</td>
<td>Perm Appt begins 3/25/11</td>
</tr>
<tr>
<td>POLICARPO, Maria de Fatima</td>
<td>Gateway Hourly Staff VI</td>
<td>1/24/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>REINECK, Jeremy</td>
<td>Gateway Hourly Staff VI</td>
<td>2/22/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>SANTANA, Lianette</td>
<td>Gateway Hourly Staff VI</td>
<td>1/24/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>SVANT, Arie</td>
<td>BC Lab Hourly Staff VI</td>
<td>2/28/11-3/15/11</td>
<td>Sub for Steven Silverberg</td>
</tr>
<tr>
<td>TACKABERRY, Carol</td>
<td>COMP Hourly Staff VI</td>
<td>3/7/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>WARKENTIN, Jackson</td>
<td>Tutorial Hourly Staff VI</td>
<td>1/24/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>WEBSTER, Thomas</td>
<td>Gateway Hourly Staff VI</td>
<td>2/11/11-6/30/11</td>
<td></td>
</tr>
<tr>
<td>YOUNG, Danuta</td>
<td>SoMA Hourly Staff V</td>
<td>2/14/11-6/30/11</td>
<td></td>
</tr>
</tbody>
</table>
## On-Campus Student Employment
### Ending Date: May 21, 2011

<table>
<thead>
<tr>
<th>NAME</th>
<th>DEPARTMENT</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALAMEDA, Coleman</td>
<td>FWS</td>
<td>SW I</td>
</tr>
<tr>
<td>ALLEN, Eric</td>
<td>CIS-VTEA</td>
<td>SW VI</td>
</tr>
<tr>
<td>BASHORE-PERALES, Cody</td>
<td>Journalism</td>
<td>SW IV</td>
</tr>
<tr>
<td>BATTSON, Micah</td>
<td>Biology</td>
<td>SW III</td>
</tr>
<tr>
<td>BERDAN, Jason</td>
<td>Art</td>
<td>SW VI</td>
</tr>
<tr>
<td>BEST ALVES LOPES, Catarina</td>
<td>Gateway/MAT</td>
<td>SW I</td>
</tr>
<tr>
<td></td>
<td>SoMA</td>
<td>SW II</td>
</tr>
<tr>
<td>BHAKTA, Chandni</td>
<td>Food Services</td>
<td>SW I</td>
</tr>
<tr>
<td>BORGES, Marina</td>
<td>Gateway/English Skills</td>
<td>SW V</td>
</tr>
<tr>
<td>BRADSHAW, John</td>
<td>Construction Academy</td>
<td>SW VI</td>
</tr>
<tr>
<td>BRANSON, Casey</td>
<td>SoMA</td>
<td>SW V</td>
</tr>
<tr>
<td>BRENNAN, Tess</td>
<td>FWS</td>
<td>SW I</td>
</tr>
<tr>
<td>BROWN, Bron</td>
<td>Food Services</td>
<td>SW I</td>
</tr>
<tr>
<td>CAMACHO, Tanisha</td>
<td>FWS</td>
<td>SW I</td>
</tr>
<tr>
<td>CANTO, Clancy</td>
<td>FWS</td>
<td>SW III</td>
</tr>
<tr>
<td>CARMOLA, Susan</td>
<td>Foundation/Environmental Horticulture</td>
<td>SW V</td>
</tr>
<tr>
<td>CHEN, Daxin</td>
<td>Gateway/English</td>
<td>SW I</td>
</tr>
<tr>
<td>CLEMENTS, Barbara</td>
<td>Food Services</td>
<td>SW I</td>
</tr>
<tr>
<td>CONLIN, William</td>
<td>FWS</td>
<td>SW VI</td>
</tr>
<tr>
<td>CORLISS, Jim</td>
<td>Tutorial/Earth Science</td>
<td>SW I</td>
</tr>
<tr>
<td>COYLE, Amelia</td>
<td>Foundation/Student Tech Support</td>
<td>SW III</td>
</tr>
<tr>
<td>CRONSHAW, Melissa</td>
<td>Gateway/Math</td>
<td>SW V</td>
</tr>
<tr>
<td>DAHL, Janna</td>
<td>Gateway/History</td>
<td>SW I</td>
</tr>
<tr>
<td>DIAZ, Areli</td>
<td>Bookstore</td>
<td>SW II</td>
</tr>
<tr>
<td>DAYAN, Michael</td>
<td>DSPS</td>
<td>SW III</td>
</tr>
<tr>
<td>DOSS, Andrew</td>
<td>Biology</td>
<td>SW III</td>
</tr>
<tr>
<td>EKSTROM GLEISNER, Veronica</td>
<td>Tutorial/ASL</td>
<td>SW I</td>
</tr>
<tr>
<td>FAIRCHILD, Hanna Jane</td>
<td>Tutorial/Earth Science</td>
<td>SW V</td>
</tr>
<tr>
<td>FAIZULLABHOY, Shireen</td>
<td>FWS</td>
<td>SW V</td>
</tr>
<tr>
<td>FISCHEL, Natalia</td>
<td>Biology</td>
<td>SW III</td>
</tr>
<tr>
<td>FISCHER, Kathryn</td>
<td>Chemistry</td>
<td>SW III</td>
</tr>
<tr>
<td>FUDURICH, Christina</td>
<td>Earth Science</td>
<td>SW III</td>
</tr>
<tr>
<td>GARCIA, Oswaldo</td>
<td>Tutorial/Library</td>
<td>SW V</td>
</tr>
<tr>
<td>GLENN, Judith</td>
<td>Chemistry</td>
<td>SW III</td>
</tr>
<tr>
<td>GUSTAFSSON, Adam</td>
<td>Foundation/Film &amp; TV SoMA</td>
<td>SW III</td>
</tr>
</tbody>
</table>

Item 3.1-d
Page 1 of 3
3/24/11
<table>
<thead>
<tr>
<th>NAME</th>
<th>DEPARTMENT</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>HAMMERBY, Johann</td>
<td>Journalism</td>
<td>SW III</td>
</tr>
<tr>
<td>HERMANN, Mark</td>
<td>Biology</td>
<td>SW III</td>
</tr>
<tr>
<td>INGLE, Michael</td>
<td>Foundation/Earth Science</td>
<td>SW IV</td>
</tr>
<tr>
<td>JOHNSON, April</td>
<td>Foundation/Student Tech Support</td>
<td>SW II</td>
</tr>
<tr>
<td>JOUBERT, Chloe</td>
<td>Food Services</td>
<td>SW I</td>
</tr>
<tr>
<td>KOCHAN, Marissa</td>
<td>Foundation/Communications Communications</td>
<td>SW III</td>
</tr>
<tr>
<td>LASSOUEID, Ali</td>
<td>SoMA (2 jobs)</td>
<td>SW II</td>
</tr>
<tr>
<td>LINDS, Joel</td>
<td>Journalism</td>
<td>SW III</td>
</tr>
<tr>
<td>LOMBROZO, Claire</td>
<td>Tutorial/LRC</td>
<td>SW I</td>
</tr>
<tr>
<td>LORCH, Jacques</td>
<td>Gateway/English Skills</td>
<td>SW I</td>
</tr>
<tr>
<td>LUNA, Amber</td>
<td>FWS</td>
<td>SW V</td>
</tr>
<tr>
<td>LYTE, Gary</td>
<td>Gateway/Culinary Arts</td>
<td>SW I</td>
</tr>
<tr>
<td>MARTIN, Michelle</td>
<td>Gateway/Earth Science</td>
<td>SW I</td>
</tr>
<tr>
<td>MASSARITI, Maria</td>
<td>Tutorial/Italian</td>
<td>SW VI</td>
</tr>
<tr>
<td>MELITON, Gabriela</td>
<td>CE-CIOF</td>
<td>SW III</td>
</tr>
<tr>
<td>MICHAEL, Megan</td>
<td>FWS</td>
<td>SW II</td>
</tr>
<tr>
<td>MOGI, Haruka</td>
<td>Tutorial/Japanese</td>
<td>SW I</td>
</tr>
<tr>
<td>NAGAI, Momoko</td>
<td>Tutorial/Japanese</td>
<td>SW V</td>
</tr>
<tr>
<td>NAGAO, Midori</td>
<td>Gateway/English Skills</td>
<td>SW I</td>
</tr>
<tr>
<td></td>
<td>Tutorial/Japanese</td>
<td>SW I</td>
</tr>
<tr>
<td>NELSON, Dan</td>
<td>FWS</td>
<td>SW III</td>
</tr>
<tr>
<td>NUNO-LUEVANO, Robert</td>
<td>FWS</td>
<td>SW II</td>
</tr>
<tr>
<td>OJERGREN, Linda</td>
<td>MAT</td>
<td>SW III</td>
</tr>
<tr>
<td>OLSN-GALAROSA, Sophia</td>
<td>FWS</td>
<td>SW II</td>
</tr>
<tr>
<td>OUDGHIRI, Ilyass</td>
<td>Food Services</td>
<td>SW I</td>
</tr>
<tr>
<td>OVIEDA, Whitney</td>
<td>FWS</td>
<td>SW II</td>
</tr>
<tr>
<td>PADILLA REAL, Yolanda</td>
<td>Gateway/ESL</td>
<td>SW I</td>
</tr>
<tr>
<td>PADILLA, Carlos</td>
<td>CE-Art</td>
<td>SW IV</td>
</tr>
<tr>
<td>PATRON-SALAZAR, Ruben</td>
<td>Tutorial/Spanish</td>
<td>SW I</td>
</tr>
<tr>
<td>PAYNE, Teresa</td>
<td>Biology</td>
<td>SW III</td>
</tr>
<tr>
<td>PAYNE, Teresa</td>
<td>Tutorial/Biological Science</td>
<td>SW V</td>
</tr>
<tr>
<td>PRIKHODKO, Maxim</td>
<td>Food Services</td>
<td>SW I</td>
</tr>
<tr>
<td>RAKSAKHOM, Nanda</td>
<td>Gateway/ESL</td>
<td>SW VI</td>
</tr>
<tr>
<td>RAZO, Daniel</td>
<td>Gateway/Earth Science</td>
<td>SW V</td>
</tr>
<tr>
<td>NAME</td>
<td>DEPARTMENT</td>
<td>RATE</td>
</tr>
<tr>
<td>---------------------------</td>
<td>--------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>RICE, Brendan</td>
<td>Foundation/Journalism</td>
<td>SW III</td>
</tr>
<tr>
<td>RICHMOND, Carissa</td>
<td>DSPS</td>
<td>SW III</td>
</tr>
<tr>
<td>ROGERS, Christopher</td>
<td>Admissions &amp; Records</td>
<td>SW I</td>
</tr>
<tr>
<td>ROMERO, Ivan</td>
<td>Food Services</td>
<td>SW I</td>
</tr>
<tr>
<td>SELLS, Justin</td>
<td>Tutorial/Philosophy</td>
<td>SW I</td>
</tr>
<tr>
<td>SINCLAIR, James</td>
<td>Foundation/Journalism</td>
<td>SW III</td>
</tr>
<tr>
<td>SKJOLDHOLM, Micki</td>
<td>Tutorial/Philosophy</td>
<td>SW I</td>
</tr>
<tr>
<td>SONG, Hohyun</td>
<td>Athletic Achievement Zone</td>
<td>SW V</td>
</tr>
<tr>
<td>SPANTMAN, Samira</td>
<td>Gateway/BMS</td>
<td>SW VI</td>
</tr>
<tr>
<td>STRANGE, William</td>
<td>FWS</td>
<td>SW VI</td>
</tr>
<tr>
<td></td>
<td>SoMA</td>
<td>SW II</td>
</tr>
<tr>
<td>STYCZNIEWSKA, Malgorzata</td>
<td>Tutorial/CAD</td>
<td>SW I</td>
</tr>
<tr>
<td>TALLMAN, Lindsey</td>
<td>Foundation/SoMA</td>
<td>SW V</td>
</tr>
<tr>
<td>TAMMERAT, Bersabel</td>
<td>FWS</td>
<td>SW II</td>
</tr>
<tr>
<td>THEDEBY, Max</td>
<td>Foundation/Film &amp; TV</td>
<td>SW III</td>
</tr>
<tr>
<td>TREJO, Lillian</td>
<td>Biology</td>
<td>SW III</td>
</tr>
<tr>
<td>TUCKER, Lane</td>
<td>Tutorial/Earth Science</td>
<td>SW I</td>
</tr>
<tr>
<td>TURSICK, Jake</td>
<td>Tutorial/Automotive</td>
<td>SW V</td>
</tr>
<tr>
<td>VUONG, Tran</td>
<td>SoMA</td>
<td>SW II</td>
</tr>
<tr>
<td>VIERRA, Cesli</td>
<td>Foundation/Student Tech Support</td>
<td>SW III</td>
</tr>
<tr>
<td>VILLEGAS II, Robert</td>
<td>Gateway/English Skills</td>
<td>SW I</td>
</tr>
<tr>
<td>WALLIS, Timothy</td>
<td>Tutorial/Automotive</td>
<td>SW I</td>
</tr>
<tr>
<td>WILBOURN, Vanessa</td>
<td>Foundation/Communications</td>
<td>SW III</td>
</tr>
<tr>
<td>WILLIAMS, Kristie</td>
<td>Gateway/Math</td>
<td>SW I</td>
</tr>
<tr>
<td>WORONOVICH, Alexander</td>
<td>Scheinfeld Center</td>
<td>SW VI</td>
</tr>
<tr>
<td>Name</td>
<td>Assignment</td>
<td>Rate</td>
</tr>
<tr>
<td>--------------------</td>
<td>---------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>ADAMS, Sandy</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>ANDERSON, Anne</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>ASHTON, Nancy</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>BIEN, Lisa</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>BLADES, Richard</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>CALDEIRA, Chester</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>CALDER, John</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>CANLAS, Shelly</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>CHEN, Leonard</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>CLOW, Diane</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>CRONINGER, Charles</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>CUNNINGHAM, Barry</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>CUSTER, Robyn</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>DAWSON, Susan</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>Renshaw</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DuBOIS, John</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>EGGER, Kirsten</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>FEDALEO, Debra</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>Name</td>
<td>Assignment</td>
<td>Rate</td>
</tr>
<tr>
<td>-----------------------</td>
<td>--------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>FLIGSTEN, Monte</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>FOGEL, Joan</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>FORTIER, Veronica</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>FOUHSE, Sally</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>FRANKEL, Robert</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>GASSER, Victor</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>GEOGHEGAN, Terence</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>GIORGI, Stanton</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>GRACE, Louis</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>GREEN, Alice V.</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>GUEST, Jessica</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>GUZMAN-ORTH, Danielle</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>HAMILTON, Charles</td>
<td>Musician in the SBCC Concert Band &amp; Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>HATHAWAY, Peter</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>HELMAN, Matthew</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>HOLZMAN, Lisa</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>KISHYIAMA, Kevin</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>Name</td>
<td>Assignment</td>
<td>Rate</td>
</tr>
<tr>
<td>-----------------</td>
<td>-----------------------------</td>
<td>------</td>
</tr>
<tr>
<td>LEER, Kathleen L.</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>LILLARD, Scott</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>LOPEZ, Rocio</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>MAGUIRE, Mary</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>MARCANTONIO, Paul</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>MAXWELL, Gary</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>MAYA, Carlos</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>McCLESKEY, Carolyn</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>MILLER, Susan</td>
<td>Musician in the SBCC Concert Band &amp; Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>MORROW, David</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>NICOLAS, Marc</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>NOWAKOWSKI, Mark</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>NULL, Henry</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>OLVERA, Gretchen</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>OPPERT, Lee</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>ORTEGA, Roberta</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>OSAKI, Kristin</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>Name</td>
<td>Assignment</td>
<td>Rate</td>
</tr>
<tr>
<td>--------------------</td>
<td>-----------------------------</td>
<td>------</td>
</tr>
<tr>
<td>OSGOOD, Rick</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>PARK, Helen</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>PAYNE, Duncan</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>PETERSON, Andrew</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>PFEIFFER, Sherrill</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>PROCK, Elizabeth</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>RIEHL, James</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>RITCHIE, John</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>RIZZI, William</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>RODKEY, Adelle</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>ROE, Carol</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>ROE, David</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>SEDGWICK, Meredith</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>SCHLOSSER, Stanley</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>SHAPIRO, Martin</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>SHARPE, Donald</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>SIMON, Carol</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>Name</td>
<td>Assignment</td>
<td>Rate</td>
</tr>
<tr>
<td>--------------------</td>
<td>-----------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>SIMON, Howard</td>
<td>Musician in the SBCC Symphony &amp; Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>SIPPER, Carol</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>SMITH, Dennis</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>SMITH, Kristen</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>SPECHLER, Karen</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>SPLIDE, Aubrey</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>STONE, David</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>TAFOYA, Elvira</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>THOMPSON, Jordon</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>THOMPSON, Rebecca</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>TRAINHAM, Rusty</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>TRUJILLO, Johann</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>TRUJILLO, Sherry</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>TURNER, Elizabeth</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
<tr>
<td>UMBER, Wallace</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>VANDER SAL, Kearney</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>VOLPI, Brett</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>Name</td>
<td>Assignment</td>
<td>Rate</td>
</tr>
<tr>
<td>---------------</td>
<td>-----------------------------</td>
<td>------</td>
</tr>
<tr>
<td>WATSON, Craig</td>
<td>Musician in the SBCC Concert Band</td>
<td>NA</td>
</tr>
<tr>
<td>WEBB, Julia</td>
<td>Musician in the SBCC Symphony</td>
<td>NA</td>
</tr>
</tbody>
</table>
March 9, 2011

To: SBCC Board of Trustees
From: Curriculum Advisory Committee

At the February 7, 2011 meeting the Curriculum Advisory Committee approved the following:

**NEW Course(s) ONLINE INSTRUCTION**
MATH188 Trigonometry Refresher

**COURSE Modification(s) Traditional**
IBUS102 Introduction to International Business

At the March 7, 2011 meeting the Curriculum Advisory Committee approved the following:

**PROGRAM Modification(s)**
IGETC Certificate of Achievement proposal to make a distinction on our official transcript between the two paths for fulfilling IGETC requirements:
IGETC - UC Certificate of Achievement and
IGETC - CSU Certificate of Achievement

**NEW Course(s) ONLINE INSTRUCTION**
COMP102 Intro to Digital Literacy I
MATH107N Study Skills in Intermediate Algebra

**COURSE Modification(s) ONLINE INSTRUCTION**
MATH120 College Algebra
MATH137 Precalculus I–College Algebra & Functions

**NEW Course(s) Traditional**
CT124 Weatherization
CT125 Introduction to Photovoltaic Systems
ED291 Practicum in Teaching
ENG117 Fundamentals of Composition–Intensive
ENG121 College Composition Workshop
ESL070 Beginning Workplace ESL
ESL071 High Beginning ESL for the Workplace
FS112a French Film
GEOG104 World Regional Geography
ID100L Introduction to Interior Design Lab
PHOT281 Digital Darkroom II
COURSE Modification(s) Traditional
CA117 Culinary Fundamentals I
CHEM211 Organic Chemistry I
CIS114 Virtualization Concepts
CIS119 Intro Prog Using Visual Basic
CIS200 Windows PowerShell
CIS203 Novell Netware System Admin
CIS206 MS Windows Server System Administration
CIS209 Visual Basic .NET Programming
CIS213 MS Exchange Server Admin
CIS217 BlackBerry Entreprs Srvr Sys Ad
CIS218 MS Windows Desktop Sys Admin
CIS221 MS Win Srvr Enterprise Sys Adm
CIS222 MS Win Srvr Virtualization Adm
CIS223 MS Sharepoint Server Admin
CIS224 Apache Web Server Administration
CIS229 Adv Visual Basic .NET Program
CIS230 Active Server Pages Using Visual Basic
CIS232 SQL Server Database Admin
CIS234 Introduction To Oracle
CIS235 Oracle PL/SQL Programming
CIS236 Oracle Database Administration
CIS237 Advanced SQL Programming
CIS238 Data Warehousing
CIS244 UML For Business Processes
CIS251 Adv. SQL Server Programming
CT122 Building Green
EMT110 Emergency Medical Technician-Basic
FP102 Writing for Television
FP107 Color Correction for Film
FP111 Independent Film Financing and Distribution
FP177 Motion Graphics I
FP185 Directing For The Camera I
FR104 Intermediate French II
FR132 Intermediate Literary Readings
GDP230 Graphic Design Portfolio
HE103 Responding to Medical Emergencies
HE104 Introduction to Athletic Injuries
HM152 Housekeeping Operations
ID100 Survey of Interior Design
JAPN103 Intermediate Japanese I
JAPN104 Intermediate Japanese II
JAPN121 Language & Culture thru Japanese Anime
MAT137 Visual Effects for Film, Television and Gaming
MAT138 3-D Character Animation.
MAT139 3-D Lighting and Rendering
MAT141 3-D Modeling
MATH137 Precalculus I–College Algebra & Functions
MATH004 Pre-Algebra
PHOT280 Advanced Lighting Strategies
PE227 Hiking for Fitness
PSY100 General Psychology
RT101 Intro To Radiography
RT102 Fund-Rad Position & Proc I
RT103 Radiog Position & Proc II
RT109 Princ Of Radiographic Exposure
RT111 Adv Principles Of Exposure
RT119 Radiological Physics
RT120 Patient Care In Radiography
RT121 Venipuncture In Radiography
RT191 RT Clinical Practicum I
RT191A Radiographic Technology Clinical Practicum IA
RT192 RT Clinical Practicum 2
RT202 Advanced Radiographic Procedure
RT203 Radiology Certification Prep
RT220 Radiation Biology Protection
RT230 Radiographic Pathology
RT250 Cross-Sect Anatomy In Imaging
RT251 Princ Of Mammography & Procedure
RT290 Work Experience in Radiography
RT293 RT Clinical Practicum 3
RT294 RT Clinical Practicum 4
RT295 RT Clinical Practicum 5
RT299 Independent Study-Radiography
SPAN133 Survey of Spanish Literature
SPAN134 Survey of Latin American Literature
SPAN135 Latin American Culture
SPAN136 Contemporary Cultures-Central America
SPAN138 Contemporary Cultures-South America
SPAN139 Contemporary Cultures Of Spain
SPAN146 Spanish For Native Speakers
SPAN147 Spanish For Native Speakers.
PROPOSED NEW CONTINUING EDUCATION COURSES AND/OR COURSE MODIFICATIONS,
CONTINUING EDUCATION DIVISON

PROPOSED STATE-FUNDED COURSES
FOR STATE APPROVAL

New Courses:

Beginning Germanic Genealogy: For Older Adults, H (151339)

MAJOR COURSE MODIFICATIONS
REQUIRING STATE APPROVAL

Modified Courses:

Abstract Painting: For Older Adults, H (402290)

Aptitude Assessment for Choosing a Career, J (201134)

Best Jobs and How to Get Them: For Older Adults, J (501062)

Collage and Mixed Media: For Older Adults, H (402184)

Essence of Opera: For Older Adults, H (301085)

Light and Shadow in Art: For Older Adults, H (402253)

Oil and Acrylic Painting: For Older Adults, H (402307)

Painting the Figure in the Landscape: For Older Adults, H (402219)

Painting the Pictures of Health: For Older Adults, H (402282)

Playing the Ukulele: For Older Adults, H (301017)

Safe Printmaking with Solarplate: For Older Adults, H (402333)

The Art of Jewelry Making – Level I: For Older Adults (452039)

The Designer Look, G (603047)

The Meridians of Acupressure, D (608401)

Therapeutic Music-Mythology and Medicine: For Older Adults, H (202149)

Woodshop: Cabinet and Furniture Construction, H (909014)

Writers’ Boot-camp: For Older Adults, H (157035)

Approved by Curriculum Advisory Committee
(CAC) on March 7, 2011

KEY TO FUNDING CODES

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

A  English as a Second Language (ESL)
B  Citizenship for Immigrants
C  Elementary and Secondary Basic Skills
D  Health and Safety Education
E  Persons with Substantial Disabilities
F  Parenting
G  Family and Consumer Science (Home Economics)
H  Older Adults
I  Short-Term Vocational Programs with High Employment Potential
J  Workforce Preparation

0  Not eligible for state apportionment funding

Item 5.1
3/24/11
PROPOSED NEW CONTINUING EDUCATION COURSES AND/OR COURSE MODIFICATIONS, CONTINUING EDUCATION DIVISION

TUITION FEE-BASED COURSES (COMMUNITY SERVICE)

COURSE MODIFICATIONS:

Approved by Curriculum Review Committee (CRC), January 25, 2011
502026, Death, Marriage, Taxes, 0
501037, Divorce Survival Guide, 0
608583, Yoga, 0

Approved by Curriculum Review Committee (CRC), February 8, 2011
601068, Home Landscape Irrigation, 0
608491, Introduction to Aikido, 0
608287, Yoga (1 hr.), 0

KEY TO FUNDING CODE:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Not eligible for state apportionment funding</td>
</tr>
<tr>
<td>PO Number</td>
<td>Vendor</td>
</tr>
<tr>
<td>-----------</td>
<td>-------------------------------------</td>
</tr>
<tr>
<td>P002550</td>
<td>Print Scape Inc</td>
</tr>
<tr>
<td>P002551</td>
<td>Apple Computer Inc</td>
</tr>
<tr>
<td>P002552</td>
<td>Stanford Research Systems Inc.</td>
</tr>
<tr>
<td>P002553</td>
<td>Dell Marketing LP</td>
</tr>
<tr>
<td>P002554</td>
<td>Turing Technologies LLC</td>
</tr>
<tr>
<td>P002555</td>
<td>Continental Athletic Supply</td>
</tr>
<tr>
<td>P002556</td>
<td>Dell Marketing LP</td>
</tr>
<tr>
<td>P002557</td>
<td>Dell Marketing LP</td>
</tr>
<tr>
<td>P002558</td>
<td>Sehi Procomp Computer Products</td>
</tr>
<tr>
<td>P002559</td>
<td>Sehi Procomp Computer Products</td>
</tr>
<tr>
<td>P002560</td>
<td>Sehi Procomp Computer Products</td>
</tr>
<tr>
<td>P002561</td>
<td>Sehi Procomp Computer Products</td>
</tr>
<tr>
<td>P002562</td>
<td>Stanford Research Systems Inc.</td>
</tr>
<tr>
<td>P002563</td>
<td>Bedrock Building Supplies</td>
</tr>
<tr>
<td>P002564</td>
<td>Eureka</td>
</tr>
<tr>
<td>P002565</td>
<td>Westaire Heating and Air Conditioning Inc</td>
</tr>
<tr>
<td>P002566</td>
<td>Bedrock Building Supplies</td>
</tr>
<tr>
<td>P002567</td>
<td>Oracle America Inc</td>
</tr>
<tr>
<td>P002568</td>
<td>Silverado Stages Inc</td>
</tr>
<tr>
<td>P002569</td>
<td>Dell Marketing LP</td>
</tr>
</tbody>
</table>
## Board Report

**POs From: 2/8/2011 To: 3/7/2011**

<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>P0002570</td>
<td>Apple Computer Inc</td>
<td>Mac Mini for Library</td>
<td>$844.99</td>
<td>02/25/2011</td>
<td></td>
</tr>
<tr>
<td>P0002571</td>
<td>Hyland Software Inc</td>
<td>Software Licenses &amp; Maint</td>
<td>$9,086.06</td>
<td>02/25/2011</td>
<td></td>
</tr>
<tr>
<td>P0002572</td>
<td>Olympus America Inc</td>
<td>Microscopes, Camera</td>
<td>$7,645.05</td>
<td>03/03/2011</td>
<td></td>
</tr>
<tr>
<td>P0002573</td>
<td>AC Ramirez Floor Coverings Inc</td>
<td>Nursing Office Flooring</td>
<td>$2,425.00</td>
<td>03/03/2011</td>
<td></td>
</tr>
<tr>
<td>P0002574</td>
<td>V3 Corporation</td>
<td>DSPS Brochures</td>
<td>$995.06</td>
<td>03/03/2011</td>
<td></td>
</tr>
<tr>
<td>P0002575</td>
<td>Dell Marketing LP</td>
<td>Computer, Scanner, Labelwriter</td>
<td>$1,626.64</td>
<td>03/03/2011</td>
<td></td>
</tr>
<tr>
<td>P0002576</td>
<td>Skulls Unlimited International Inc</td>
<td>Human Skeleton</td>
<td>$5,220.00</td>
<td>03/04/2011</td>
<td></td>
</tr>
<tr>
<td>P0002577</td>
<td>Micro Lab Inc</td>
<td>Data Acquisition Interface Sys</td>
<td>$35,314.89</td>
<td>03/07/2011</td>
<td></td>
</tr>
<tr>
<td>P0002578</td>
<td>VWR Scientific Products Corporation</td>
<td>Water Baths, Hot Plates, Flasks</td>
<td>$6,949.55</td>
<td>03/07/2011</td>
<td></td>
</tr>
<tr>
<td>P0002579</td>
<td>VWR Scientific Products Corporation</td>
<td>Balances</td>
<td>$835.73</td>
<td>03/07/2011</td>
<td></td>
</tr>
<tr>
<td>P0002580</td>
<td>Fisher Scientific Company</td>
<td>Incubator</td>
<td>$3,029.29</td>
<td>03/07/2011</td>
<td></td>
</tr>
</tbody>
</table>
Audit Engagement Letter

March 7, 2011

Finance Committee
Attn: Joseph E. Sullivan
Vice President of Business Services
Santa Barbara Community College District
721 Cliff Drive
Santa Barbara, CA 93109-2394

We are pleased to confirm our understanding of the services we are to provide Santa Barbara Community College District and the Santa Barbara Community College District Parking Fees Program for the year ended June 30, 2011. We will audit the financial statements of the business-type activities which collectively comprise the basic financial statements of Santa Barbara Community College District as of and for the year ended June 30, 2011. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement Santa Barbara Community College District’s basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Santa Barbara Community College District’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management’s Discussion and Analysis.
Santa Barbara Community College District  
March 7, 2011  
Page 2

Supplementary information other than RSI also accompanies Santa Barbara Community College District’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying account and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1) Organization  
2) Schedule of Expenditures of Federal Awards,  
3) Schedule of Workload Measures for State General Apportionment,  
4) Reconciliation of Annual Financial and Budget Report (CCFC-311) with District’s Accounting Records,  
5) Other supplementary information as required by the Chancellor’s Office each year.

We will also audit the Statement of Revenues and Expenditures of the Santa Barbara Community College District Parking Fees Program for the year ended June 30, 2011.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and the schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the business-type activities information of the Santa Barbara Community College District and the respective changes in financial position and, where applicable, cash flows in conformity with
U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management’s responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review during final audit fieldwork. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to present the supplementary information with the audited financial statements.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management’s views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and the timing and format for providing that information.
Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and,
accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform test of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

**Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Santa Barbara Community College District’s compliance with the provisions of applicable laws, regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* and related addenda for the types of compliance requirements that could have a direct and material effect on each of Santa Barbara Community College District’s major programs. The purpose of those procedures will be to express an opinion on Santa Barbara Community College District’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

**Timing of Engagement**

We will work with management to determine mutually agreed upon fieldwork dates. The timing of our work is dependent on the timely receipt of the information we request from you.
We ask that you inform us as soon as possible if you will not be ready on the date(s) agreed upon. If you request that we reschedule our fieldwork, we will do our best to accommodate the changes. However, we cannot guarantee timely completion due to other previously scheduled engagements.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to you; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management’s responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors’ reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor’s reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

Allen E. Eschenbach is the engagement partner and is responsible for supervising the engagement and signing or authorizing another qualified firm representative to sign the report.

Our fee for the audit services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Based on our preliminary estimates, our fee should not exceed $30,800 for the audit of Santa Barbara Community College District. This estimate is based upon our initial analysis of the complexity of the work to be performed and the experience level of the staff to be assigned. The estimate is based on maximum audit efficiencies providing for participation and anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered. It includes only our work associated with the audit of the financial statements of Client name. Additional fees will be added if we have to perform additional services due to the incomplete or untimely receipt by us of the information on the schedule requests list, accounts not being fully adjusted the day we commence fieldwork, or timing related inefficiencies. In the event of a change in the scope of our audit resulting from any changes in facts and
circumstances, we will discuss any additional fees with you as soon as is reasonably possible after we become aware of the change. If appropriate, a change order will be issued. The estimate does not include significant assistance in applying any new accounting standards that impact the reports. Such additional services would be billed separately as accounting or consulting services.

You understand that services may be provided by a non-licensee owner of the firm. Payment for service is due when rendered and interim billings may be submitted as work progresses and expenses are incurred. We reserve the right to stop work on any account that is 60 days past due, in accordance with our firm's stated collection policy. You acknowledge and agree that we are not required to continue work in the event of failure to pay on a timely basis for services rendered as required by this engagement letter. We shall not be liable to you for any damages that occur as a result of our ceasing to render services. Any past due fee under this agreement shall bear late charges at the rate of 1.5 percent per month (18.00 annual percentage rate) on any unpaid balance.

Any work performed during the audit will be billed at our standard hourly rates. These are currently as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal *</td>
<td>$300 - 400/hour</td>
<td>Human Resources</td>
<td>$140/hour</td>
</tr>
<tr>
<td>Senior Manager</td>
<td>225/hour</td>
<td>Collection Services</td>
<td>140/hour</td>
</tr>
<tr>
<td>Manager</td>
<td>200/hour</td>
<td>Professional Staff</td>
<td>120/hour</td>
</tr>
<tr>
<td>Supervisor</td>
<td>175/hour</td>
<td>Entry Level Professional - 1st Yr</td>
<td>105/hour</td>
</tr>
<tr>
<td>Senior Professional Associate *</td>
<td>140 - 160/hour</td>
<td>Administrative Assistant</td>
<td>80/hour</td>
</tr>
<tr>
<td>Technology Consulting</td>
<td>140 - 240/hour</td>
<td>Support Staff</td>
<td>70/hour</td>
</tr>
</tbody>
</table>

* Standard rates may vary on a staff by staff or principal by principal basis.

_The highest rates for principals and managers are for specialized services such as litigation support, expert witness testimony, estates and trusts, or mergers and acquisitions and would not necessarily relate to services provided to you._

If any dispute arises among the parties, they agree to try first in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its Rules for Professional Accounting and Related Services Disputes, before resorting to litigation or arbitration. The mediation shall take place in San Luis Obispo, California at a date and time mutually convenient to the parties. The cost of any mediation proceeding shall be shared equally by all parties. Evidence of anything said, any admission made, or any documents prepared in the course of the mediation shall not be admissible in evidence, or subject to discovery in any arbitration or court proceeding pursuant to California Evidence Code Section 1152.5. All unresolved disputes shall then be decided by final and binding arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the AAA. The arbitration shall be held in San Luis Obispo, California unless otherwise agreed in writing between the parties. Fees charged by arbitrators
or the AAA shall be shared equally by all parties. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

As your auditors, we are required to keep all information about our engagement confidential; so, we will not disclose any information about you unless we have your approval or are required/ permitted by law. This applies even if you are no longer a client.

As your auditors, we are committed to the safekeeping of your confidential information and we maintain physical, electronic, and procedural safeguards to protect your information.

It is our policy to keep records related to this engagement for seven (7) years. However, we do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the seven (7) year period, Glenn, Burdette, Phillips & Bryson shall be free to destroy our records related to this engagement.

The audit documentation for this engagement is the property of Glenn, Burdette, Phillips & Bryson and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to Santa Barbara Community College District’s cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Glenn, Burdette, Phillips & Bryson personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2008 peer review report and letter of comment accompanies this letter.

**Printed Reports**

We ask that master or printer's proofs be submitted to us for review if the reproduction or publication of the financial statements, or any portion of them, is intended. This includes brochures, pamphlets, annual reports,
Santa Barbara Community College District  
March 7, 2011  
Page 10  

You agree to indemnify Glenn, Burdette, Phillips & Bryson from any and all claims that may arise from any differences between the electronic version of the financial statements and audit report presented on your web site, now and in the future, and the signed version of the financial statements and audit report provided to management by Glenn, Burdette, Phillips & Bryson.

Electronic Communication

In the interest of facilitating our services to your company, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential to your company. Our firm employs measures in the use of facsimile machines and computer technology designed to maintain data security. While we will use reasonable efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent, and consent to our use of these electronic devices during this engagement.

* * * * *

We appreciate the opportunity to be of service to Santa Barbara Community College District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return the original letter to us. A copy is enclosed for your files.

Sincerely,

Allen E. Eschenbach, CPA  
Principal  
for  
Glenn, Burdette, Phillips & Bryson  
Certified Public Accountants  
A Professional Corporation

RESPONSE:  
This letter correctly sets forth the understanding of Santa Barbara Community College District.

Officer signature:  

Title:  

Date:  

8532A
To the Directors of
Glenn, Burdette, Phillips & Bryson
and the Center for Public Company Audit Firms Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Glenn, Burdette, Phillips & Bryson (the firm) applicable to non-SEC issuers in effect for the year ended May 31, 2008. The Firm has informed us that it did not audit SEC-issuers for the year ended May 31, 2008. A system of quality control encompasses the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of complying with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (the AICPA). The design of the system, and compliance with it, are the responsibilities of the firm. Our responsibility is to express an opinion on the design of the system, and the firm's compliance with that system based on our review.

Our review was conducted in accordance with standards established by the Peer Review Committee of the Center for Public Company Audit Firms and included procedures to plan and perform the review that are summarized in the attached description of the peer review process. Our review would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it, since it was based on selective tests. Because there are inherent limitations in the effectiveness of any system of quality control, departures from the system may occur and not be detected. Also, projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice applicable to the non-SEC issuers of Glenn, Burdette, Phillips & Bryson in effect for the year ended May 31, 2008, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA, and was complied with during the year then ended to provide the firm with reasonable assurance of complying with applicable professional standards.

As is customary in a peer review, we have issued a letter under this date that sets forth comments relating to certain policies and procedures, or compliance with them. The matters described in the letter were not considered to be of significance to affect the opinion expressed in this report.

LeMaster&Daniels PLLC
Bellevue, Washington
January 27, 2009
To the Principals of
Glenn, Burdette, Phillips & Bryson
and the Center for Public Company Audit Firms Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Glenn, Burdette, Phillips & Bryson (the firm) in effect for the year ended May 31, 2008, and have issued our report thereon dated January 27, 2009. The matters described below were not considered to be of sufficient significance to affect the opinion expressed in the report, which should be read in conjunction with this letter.

Comment - The firm’s quality control policies and procedures require the engagement partner’s review of audit procedures performed to ensure that the requirements of professional standards are met. However, we noted a lack of documentation in areas such as subsequent events, internal control, and testing of alternative investments. However, we were satisfied in each case that the firm did not need to perform additional inquiries or procedures. A similar finding related to the need for oral explanations was included in the letter of comments issued in connection with the firm’s previous peer review.

Recommendation - The firm should place a higher emphasis by the engagement partner when reviewing the engagement file related to required documentation in accordance with both professional standards and the firm’s quality control policies and procedures. Such documentation could include the use of memoranda in the working papers or the use of standard practice aids that are available from the firm’s third party practice aids.

Bellevue, Washington
January 27, 2009
Audit Engagement Letter

March 7, 2011

Santa Barbara Community College District
Bond Oversight Committee – Measure V
Attn: Joseph Sullivan, Vice President of Business Services
MacDougall Administration Center
721 Cliff Drive
Santa Barbara, California 93109

Dear Mr. Sullivan:

We are pleased to confirm our understanding of the services we are to provide Santa Barbara Community College District and its Bond Oversight Committee for the year ended June 30, 2011. We will audit the statement of project costs of the Santa Barbara Community College District General Obligation Bonds, Election of 2008, as required by Proposition 39, for the year ended June 30, 2011.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of the accounting records of Santa Barbara Community College District and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.
If during our audit we become aware that Santa Barbara Community College District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

**Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate a management-level individual with suitable skill, knowledge, or experience to oversee any nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for helping to ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of financial position, changes in net assets, and cash flows in conformity with accounting principles generally accepted in the United States of America.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the organization involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Organization complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.
Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The Organization is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Organization or to acts by management or employees acting on behalf of the Organization. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from the Organization’s attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements.
Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

**Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Santa Barbara Community College District’s compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

**Timing of Engagement**

We will work with management to determine mutually agreed upon fieldwork dates. The timing of our work is dependent on the timely receipt of the information we request from you.

We ask that you inform us as soon as possible if you will not be ready on the date(s) agreed upon. If you request that we reschedule our fieldwork, we will do our best to accommodate the changes. However, we cannot guarantee timely completion due to other previously scheduled engagements.

**Audit Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to you; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Allen E. Eschenbach is the engagement partner and is responsible for supervising the engagement and signing or authorizing another qualified firm representative to sign the report.
Santa Barbara Community College District  
March 7, 2011  
Page 5

Our fee for the audit services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Based on our preliminary estimates, our fee should not exceed approximately $6,250 for both the agreed-upon-procedures engagement and the financial audit of the District’s General Obligation Bond issuance. This estimate is based upon our initial analysis of the complexity of the work to be performed and the experience level of the staff to be assigned. The estimate is based on maximum audit efficiencies providing for participation and anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered. It includes only our work associated with the audit of the financial statements of Client name. Additional fees will be added if we have to perform additional services due to the incomplete or untimely receipt by us of the information on the schedule requests list, accounts not being fully adjusted the day we commence fieldwork, or timing related inefficiencies. In the event of a change in the scope of our audit resulting from any changes in facts and circumstances, we will discuss any additional fees with you as soon as is reasonably possible after we become aware of the change. If appropriate, a change order will be issued.

The estimate does not include significant assistance in applying any new accounting standards that impact the reports. Such additional services would be billed separately as accounting or consulting services.

You understand that services may be provided by a non-licensee owner of the firm. Payment for service is due when rendered and interim billings may be submitted as work progresses and expenses are incurred. We reserve the right to stop work on any account that is 60 days past due, in accordance with our firm's stated collection policy. You acknowledge and agree that we are not required to continue work in the event of failure to pay on a timely basis for services rendered as required by this engagement letter. We shall not be liable to you for any damages that occur as a result of our ceasing to render services. Any past due fee under this agreement shall bear late charges at the rate of 1.5 percent per month (18.00 annual percentage rate) on any unpaid balance.

Any work performed during the audit will be billed at our standard hourly rates. These are currently as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal *</td>
<td>$300 - 400/hour</td>
<td>Human Resources</td>
<td>$140/hour</td>
</tr>
<tr>
<td>Senior Manager</td>
<td>225/hour</td>
<td>Collection Services</td>
<td>140/hour</td>
</tr>
<tr>
<td>Manager</td>
<td>200/hour</td>
<td>Professional Staff</td>
<td>120/hour</td>
</tr>
<tr>
<td>Supervisor</td>
<td>175/hour</td>
<td>Entry Level Professional - 1st Yr</td>
<td>105/hour</td>
</tr>
<tr>
<td>Senior Professional Associate *</td>
<td>140 - 160/hour</td>
<td>Administrative Assistant</td>
<td>80/hour</td>
</tr>
<tr>
<td>Technology Consulting</td>
<td>140 - 240/hour</td>
<td>Support Staff</td>
<td>70/hour</td>
</tr>
</tbody>
</table>

* Standard rates may vary on a staff by staff or principal by principal basis.
The highest rates for principals and managers are for specialized services such as litigation support, expert witness testimony, estates and trusts, or mergers and acquisitions and would not necessarily relate to services provided to you.

If any dispute arises among the parties, they agree to try first in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its Rules for Professional Accounting and Related Services Disputes, before resorting to litigation or arbitration. The mediation shall take place in San Luis Obispo, California at a date and time mutually convenient to the parties. The cost of any mediation proceeding shall be shared equally by all parties. Evidence of anything said, any admission made, or any documents prepared in the course of the mediation shall not be admissible in evidence, or subject to discovery in any arbitration or court proceeding pursuant to California Evidence Code Section 1152.5. All unresolved disputes shall then be decided by final and binding arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the AAA. The arbitration shall be held in San Luis Obispo, California unless otherwise agreed in writing between the parties. Fees charged by arbitrators or the AAA shall be shared equally by all parties. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

As your auditors, we are required to keep all information about our engagement confidential; so, we will not disclose any information about you unless we have your approval or are required/permission by law. This applies even if you are no longer a client.

As your auditors, we are committed to the safekeeping of your confidential information and we maintain physical, electronic, and procedural safeguards to protect your information.

It is our policy to keep records related to this engagement for seven (7) years. However, we do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the seven (7) year period, Glenn, Burdette, Phillips & Bryson shall be free to destroy our records related to this engagement.

The audit documentation for this engagement is the property of Glenn, Burdette, Phillips & Bryson and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to Santa Barbara Community College District's cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Glenn, Burdette, Phillips & Bryson personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.
Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2008 peer review report and letter of comment accompanies this letter.

Printed Reports

We ask that master or printer’s proofs be submitted to us for review if the reproduction or publication of the financial statements, or any portion of them, is intended. This includes brochures, pamphlets, annual reports, web site, etc. You agree to indemnify Glenn, Burdette, Phillips & Bryson from any and all claims that may arise from any differences between the electronic version of the financial statements and audit report presented on your web site, now and in the future, and the signed version of the financial statements and audit report provided to management by Glenn, Burdette, Phillips & Bryson.

Electronic Communication

In the interest of facilitating our services to your company, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential to your company. Our firm employs measures in the use of facsimile machines and computer technology designed to maintain data security. While we will use reasonable efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent, and consent to our use of these electronic devices during this engagement.

* * * * * *

We appreciate the opportunity to be of service to the Santa Barbara Community College District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return the original letter to us. A copy is enclosed for your files.

Sincerely,

Allen E Eichenbach, CPA
Principal
for
Glenn, Burdette, Phillips & Bryson
Certified Public Accountants
RESPONSE:
This letter correctly sets forth the understanding of Santa Barbara Community College District.

Officer signature: 

Title: 

Date: 

8532A BondEG11
To the Directors of
Glenn, Burdette, Phillips & Bryson
and the Center for Public Company Audit Firms Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Glenn, Burdette, Phillips & Bryson (the firm) applicable to non-SEC issuers in effect for the year ended May 31, 2008. The Firm has informed us that it did not audit SEC-issuers for the year ended May 31, 2008. A system of quality control encompasses the firm’s organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of complying with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (the AICPA). The design of the system, and compliance with it, are the responsibilities of the firm. Our responsibility is to express an opinion on the design of the system, and the firm’s compliance with that system based on our review.

Our review was conducted in accordance with standards established by the Peer Review Committee of the Center for Public Company Audit Firms and included procedures to plan and perform the review that are summarized in the attached description of the peer review process. Our review would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it, since it was based on selective tests. Because there are inherent limitations in the effectiveness of any system of quality control, departures from the system may occur and not be detected. Also, projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice applicable to the non-SEC issuers of Glenn, Burdette, Phillips & Bryson in effect for the year ended May 31, 2008, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA, and was complied with during the year then ended to provide the firm with reasonable assurance of complying with applicable professional standards.

As is customary in a peer review, we have issued a letter under this date that sets forth comments relating to certain policies and procedures, or compliance with them. The matters described in the letter were not considered to be of significance to affect the opinion expressed in this report.

LeMaster Daniels PLLC

Bellevue, Washington
January 27, 2009
To the Principals of
Glenn, Burdette, Phillips & Bryson
and the Center for Public Company Audit Firms Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Glenn, Burdette, Phillips & Bryson (the firm) in effect for the year ended May 31, 2008, and have issued our report thereon dated January 27, 2009. The matters described below were not considered to be of sufficient significance to affect the opinion expressed in the report, which should be read in conjunction with this letter.

Comment - The firm’s quality control policies and procedures require the engagement partner’s review of audit procedures performed to ensure that the requirements of professional standards are met. However, we noted a lack of documentation in areas such as subsequent events, internal control, and testing of alternative investments. However, we were satisfied in each case that the firm did not need to perform additional inquiries or procedures. A similar finding related to the need for oral explanations was included in the letter of comments issued in connection with the firm’s previous peer review.

Recommendation - The firm should place a higher emphasis by the engagement partner when reviewing the engagement file related to required documentation in accordance with both professional standards and the firm’s quality control policies and procedures. Such documentation could include the use of memoranda in the working papers or the use of standard practice aids that are available from the firm’s third party practice aids.

LeMaster & Daniels PLLC

Bellevue, Washington
January 27, 2009
Agreed-Upon-Procedures Engagement Letter

March 7, 2011

Santa Barbara Community College District
Bond Oversight Committee – Measure V
Attn: Joseph Sullivan, Vice President Business Services
MacDougall Administration Center
721 Cliff Drive
Santa Barbara, California 93109

Dear Mr. Sullivan:

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for Santa Barbara Community College District.

We will apply the agreed-upon-procedures listed in Attachment A which the District and Citizens’ Oversight Committee has specified, for the Measure V Bond Issuance of the District. The procedures are to be performed solely to assist the District and its management in fulfilling its oversight responsibility surrounding the administration of the District’s Measure V Bonds for the year ended June 30, 2011. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the scope and procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the scope or procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, we will not express an opinion on the accounting records of the District. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule. If, however, as a result of the procedures or through other means, any matters come to our attention related to internal controls over the accounting process, we will disclose those matters in our report along with our recommendations for improvement.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the District, and should not be used by those who did not agree to the procedures and take responsibility for the sufficiency of the procedures for their purposes. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.
Timing of Engagement

We will work with management to determine mutually agreed upon fieldwork dates. The timing of our work is dependent on the timely receipt of the information we request from you.

We ask that you inform us as soon as possible if you will not be ready on the date(s) agreed upon. If you request that we reschedule our fieldwork, we will do our best to accommodate the changes. However, we cannot guarantee timely completion due to other previously scheduled engagements.

Our fee for the audit services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Based on our preliminary estimates, our fee should not exceed approximately $6,250 for both the agreed-upon-procedures engagement and the financial audit of the District’s General Obligation Bond issuance. This estimate is based upon our initial analysis of the complexity of the work to be performed and the experience level of the staff to be assigned. The estimate is based on maximum audit efficiencies providing for participation and anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered. It includes only our work associated with the audit of the financial statements of Client name. Additional fees will be added if we have to perform additional services due to the incomplete or untimely receipt by us of the information on the schedule requests list, accounts not being fully adjusted the day we commence fieldwork, or timing related inefficiencies. In the event of a change in the scope of our audit resulting from any changes in facts and circumstances, we will discuss any additional fees with you as soon as is reasonably possible after we become aware of the change. If appropriate, a change order will be issued.

The estimate does not include significant assistance in applying any new accounting standards that impact the reports. Such additional services would be billed separately as accounting or consulting services.

You understand that services may be provided by a non-licensee owner of the firm. Payment for service is due when rendered and interim billings may be submitted as work progresses and expenses are incurred. We reserve the right to stop work on any account that is 60 days past due, in accordance with our firm's stated collection policy. You acknowledge and agree that we are not required to continue work in the event of failure to pay on a timely basis for services rendered as required by this engagement letter. We shall not be liable to you for any damages that occur as a result of our ceasing to render services. Any past due fee under this agreement shall bear late charges at the rate of 1.5 percent per month (18.00 annual percentage rate) on any unpaid balance.
Any work performed during the audit will be billed at our standard hourly rates. These are currently as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
<th>Department</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal *</td>
<td>$300 - 400/hour</td>
<td>Human Resources</td>
<td>$140/hour</td>
</tr>
<tr>
<td>Senior Manager</td>
<td>225/hour</td>
<td>Collection Services</td>
<td>140/hour</td>
</tr>
<tr>
<td>Manager</td>
<td>200/hour</td>
<td>Professional Staff</td>
<td>120/hour</td>
</tr>
<tr>
<td>Supervisor</td>
<td>175/hour</td>
<td>Entry Level Professional - 1st Yr</td>
<td>105/hour</td>
</tr>
<tr>
<td>Senior Professional Associate *</td>
<td>140 - 160/hour</td>
<td>Administrative Assistant</td>
<td>80/hour</td>
</tr>
<tr>
<td>Technology Consulting</td>
<td>140 - 240/hour</td>
<td>Support Staff</td>
<td>70/hour</td>
</tr>
</tbody>
</table>

* Standard rates may vary on a staff by staff or principal by principal basis.

The highest rates for principals and managers are for specialized services such as litigation support, expert witness testimony, estates and trusts, or mergers and acquisitions and would not necessarily relate to services provided to you.

If any dispute arises among the parties, they agree to try first in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its Rules for Professional Accounting and Related Services Disputes, before resorting to litigation or arbitration. The mediation shall take place in San Luis Obispo, California at a date and time mutually convenient to the parties. The cost of any mediation proceeding shall be shared equally by all parties. Evidence of anything said, any admission made, or any documents prepared in the course of the mediation shall not be admissible in evidence, or subject to discovery in any arbitration or court proceeding pursuant to California Evidence Code Section 1152.5. All unresolved disputes shall then be decided by final and binding arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the AAA. The arbitration shall be held in San Luis Obispo, California unless otherwise agreed in writing between the parties. Fees charged by arbitrators or the AAA shall be shared equally by all parties.

In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

As your auditors, we are required to keep all information about our engagement confidential; so, we will not disclose any information about you unless we have your approval or are required/permitted by law. This applies even if you are no longer a client.

As your auditors, we are committed to the safekeeping of your confidential information and we maintain physical, electronic, and procedural safeguards to protect your information.

It is our policy to keep records related to this engagement for seven (7) years. However, we do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the seven (7) year period, Glenn, Burdette, Phillips & Bryson shall be free to destroy our records related to this engagement.
Santa Barbara Community College District
March 7, 2011
Page 4

Printed Reports

We ask that master or printer’s proofs be submitted to us for review if the reproduction or publication of the financial statements, or any portion of them, is intended. This includes brochures, pamphlets, annual reports, website, etc. You agree to indemnify Glenn, Burdette, Phillips & Bryson from any and all claims that may arise from any differences between the electronic version of the financial statements and audit report presented on your website, now and in the future, and the signed version of the financial statements and audit report provided to management by Glenn, Burdette, Phillips & Bryson.

Electronic Communication

In the interest of facilitating our services to your company, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential to your company. Our firm employs measures in the use of facsimile machines and computer technology designed to maintain data security. While we will use reasonable efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent, and consent to our use of these electronic devices during this engagement.

* * * * *

If you agree with the terms of our engagement as described in this letter, please sign the original letter in the space provided and return it to us in the enclosed envelope. A copy is enclosed for your file. If the need for additional services arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

We appreciate this opportunity to assist you. If you have any questions or need additional information, please do not hesitate to call.

Sincerely,

Allen E. Eschenbach, CPA
Principal
for
Glenn, Burdette, Phillips & Bryson
Certified Public Accountants
A Professional Corporation

Enclosure
RESPONSE:
This letter correctly sets forth the understanding of Santa Barbara Community College District.

Officer signature: ____________________________

Title: ____________________________

Date: ____________________________

8532A AUPEG11
Attachment A – Schedule of Procedures

A  Review compliance with the expenditure provision/restrictions in the Measure V Bond Issuance, including testing that the administrator’s salary has not been charged against Measure V monies.

B  Reconcile Measure V School Bond project costs of the Santa Barbara Community College District General Obligation Bonds, Election of 2008 as of June 30, 2011, with the general ledger prepared by Santa Barbara Community College District staff.

C  Haphazardly select 15 expenditures and test the appropriateness of the classification to the project list of the Measure V Bond Issuance list of projects and that the project was listed in the Bond approved by the voters.

D  Select 5 change orders (“COs”) and review for appropriate authorization, if applicable.

E  Prepare a schedule of all costs incurred between July 1, 2010 and June 30, 2011, by project, for the Measure V Bond funding.

F  Prepare a schedule of all projects started and/or completed since the inception of the bond and the total costs incurred from inception of the bond.

G  Calculate the balance available for expenditure of bond proceeds related to the approved projects within the bond project find at June 30, 2011. This will include a review of the open contracts, notices of completion and retention balances, and analysis of the work in process.
EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Services to Be Provided

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

2. Project Representatives

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

<table>
<thead>
<tr>
<th>Chancellor's Office: Project Monitor</th>
<th>Contractor: Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Paige Marlatt Dorr</td>
<td>Name: Arie Cross</td>
</tr>
<tr>
<td>Phone: (916) 327-5356</td>
<td>Phone: (916) 261-1242</td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Chancellor's Office: Contract Manager</th>
<th>Contractor: Santa Barbara CCD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Wendy Lozoya</td>
<td>Name: Rob Morales</td>
</tr>
<tr>
<td>Address: 1102 Q Street, Sacramento, CA 95811</td>
<td>Address: 721 Cliff Dr., Santa Barbara, CA 93109</td>
</tr>
<tr>
<td>Phone: (916) 327-5906</td>
<td>Phone: 805-965-0581</td>
</tr>
<tr>
<td>Fax: (916) 323-9478</td>
<td>Fax: 805-897-3417</td>
</tr>
</tbody>
</table>

3. Contractor's Project Director and Key Personnel

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

4. Chancellor's Office Project Monitor

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

5. Chancellor's Office Contract Manager

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

BUDGET DETAIL AND PAYMENT PROVISIONS

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

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

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

BUDGET DETAIL AND PAYMENT PROVISIONS

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

4. Fiscal Reports

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

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

5. Prompt Payment Clause

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

GENERAL TERMS AND CONDITIONS

1. Amendment

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

2. Assignment

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

3. Audit

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

4. Indemnification

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

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

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

GENERAL TERMS AND CONDITIONS

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

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

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

5. Disputes

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

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

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

6. Termination

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

b. Termination Option. The Chancellor's Office may, at its option, terminate this Agreement at any time upon giving thirty (30) days' advance notice in writing to Contractor in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Contractor for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Contractor have been avoided, but not in excess of the maximum payable under this Agreement. In such event, Contractor agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Contractor may, with approval of the Chancellor's Office, purchase said equipment as provided by the terms of this Agreement.
EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

c. Event of Breach. In the event of any breach of this Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Agreement upon five days' written notice to the Contractor. In the event of such termination the Chancellor's Office may proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid to the Contractor upon demand. Whether or not the Chancellor's Office elects to proceed with the project, Chancellor's Office shall pay Contractor only the reasonable value of the services theretofore rendered by Contractor as may be agreed upon by the parties or determined by a court of law.

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

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

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

7. Independent Status of Contractor

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

8. Recycling Certification

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

   a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age, sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

   b. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

   c. Contractor and its subcontractors shall also comply with the provisions of Government Code sections 11135-11139.8.

   d. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

   e. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. **Certification Clauses**

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

11. **Timeliness**

    Time is of the essence in this Agreement.

12. **Compensation**

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

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

14. **Antitrust Claims**

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

15. Child Support Compliance Act

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

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

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

16. Unenforceable Provision

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

17. Priority Hiring Considerations

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

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

2. **Subcontracts**

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

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

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

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

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

3. **Subcontract Payments**

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

SPECIAL TERMS AND CONDITIONS

4. Notice

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

5. Interpretation

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

6. Reports

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

b. Final Report. By April 30, 2012, Contractor shall provide the Project Monitor a comprehensive Final Report, a brief summary of same, and a brief (200 words or less), factual abstract of the final report.

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

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

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

The Contractor shall be available from April 30, 2012, to and including May 31, 2012, to answer questions pertaining to the Final Report and/or revise the Final Report.

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

SPECIAL TERMS AND CONDITIONS

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

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

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

7. Copyright and Intellectual Property

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

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

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

*(Standard Agreement)*

**SPECIAL TERMS AND CONDITIONS**

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

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

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

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

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

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

9. Confidentiality of Data and Reports

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

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

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

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

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

10. Provisions Relating to Data

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

b. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this agreement and thereafter. As to "proprietary data," the extent of Chancellor's Office access to the same and the testimony available regarding the same shall be limited to that reasonably…
SPECIAL TERMS AND CONDITIONS

necessary to demonstrate in a scientific manner to the satisfaction of scientific persons the validity of any premise, postulate or conclusion referred to or expressed in any deliverable hereunder.

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

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

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

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

11. Ownership of Data And Reports

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

12. Approval of Products and Deliverables

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

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

SPECIAL TERMS AND CONDITIONS

c. All references to the project shall include the phrase, "funded in part by the Chancellor’s Office, California Community Colleges."

13. Waiver

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

14. Work by Chancellor’s Office Personnel

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

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

15. Changes in the Timing of Performance of Tasks

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

16. Travel and Per Diem

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

b. The travel and per diem rates allowed for Contractor, staff, and subcontractors shall be those currently set forth by the Department of General Services (see State Administrative Manual (SAM) chapter 0700 and Appendix (Travel Guide, S-1)) and Department of Personnel Administration (DPA) Rules (Cal. Code Regs., §§ 599.815, et seq.). These Rules are subject to change at any time. Travel expenditures not listed in the DPA Rules cannot be reimbursed.

c. Contractor must use the Contractor’s formally printed invoice or letterhead, and must sign and date the claim prior to submission to the Chancellor’s Office for payment.
EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

d. Questions regarding reimbursable items and/or limits may be directed to the Chancellor's Office Accounting Administrator at (916) 327-5355.

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

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

17. Captions

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

18. Accessibility for Persons with Disabilities

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

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

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

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

d. Contractor shall respond, and shall require its subcontractors to respond to and resolve any complaints regarding accessibility of its products and services as required by this section.
EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

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

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

19. Eligibility for Noncitizens

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

20. Performance Evaluation

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

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

21. Commissions and Contingency Agreements

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

22. Licenses and Permits

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

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

SPECIAL TERMS AND CONDITIONS

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

23. Standards of Conduct

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

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

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

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

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

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

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

2. A current state employee (including a current Chancellor’s Office employee or district employee working for the Chancellor’s Office on an Interjurisdictional
SPECIAL TERMS AND CONDITIONS

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

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

24. Follow-on Contracts
   a. By signing this Agreement, Contractor certifies that neither the Contractor nor any of its affiliates or subcontractors previously received a consulting services contract from the Chancellor's Office which resulted in a recommendation by Contractor, its affiliates or subcontractors for the provision of services, procurement of goods or supplies, or any other related action which is now to be provided or performed under this Agreement. (Pub. Contr. Code, § 10365.5.)
   b. For purposes of this section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
   c. Should the Chancellor's Office determine, at any time, that the certification contained in paragraph a. is false or inaccurate, the Chancellor's Office may deem contractor to be in breach of this Agreement and may terminate the Agreement as provided in the Termination provisions of section 6.c. of Exhibit C to the Agreement. However, to the extent permissible by law, the Chancellor's Office or its designee, may waive the restrictions set forth in this section by written notice to the Contractor if the Chancellor's Office determines their application would not be in the best interest of the Chancellor's Office.
   d. Except as prohibited by law, the restrictions of this section will not apply to a Contractor, including any person, firm, or affiliate, that is awarded a subcontract of a consultant services contract which amounts to no more than 10 percent of the total monetary value of the consultant services contract.
   e. The restrictions set forth in this section are in addition to conflict of interest restrictions imposed on public Contractors by California law. In the event of any inconsistency, such conflict of interest laws override the provisions of this section, even if enacted after execution of this Agreement.

25. Statewide or Regional Projects

If this Agreement involves provision of coordination, technical assistance, or other services for the California Community Colleges system or for a particular region or group of colleges, Contractor
agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.

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

26. **Surveys**

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

27. **Safety and Accident Prevention**

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

STATE AGENCY'S NAME
BOG, California Community Colleges, Chancellor's Office

CONTRACTOR'S NAME
Santa Barbara CCD

The term of this Agreement is:
April 1, 2011 through March 31, 2012

The maximum amount of this Agreement is:
2,800,000.00

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

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

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

CONTRACTOR

BY (Authorized Signature)

DATED: [Date of signature]

Printed Name and Title of Person Signing

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

STATE OF CALIFORNIA

AGENCY NAME
BOG, California Community Colleges, Chancellor's Office,

BY (Authorized Signature)

DATED: [Date of signature]

Printed Name and Title of Person Signing

Steven Bruckman, Executive Vice Chancellor

ADDRESS
1102 Q Street, Sacramento, CA 95811-6549

Chancellor's Office, California Community Colleges Use Only
Exempt from DGS approval pursuant to AE of 20
<table>
<thead>
<tr>
<th>AMOUNT ENCUMBERED BY THIS DOCUMENT</th>
<th>PROGRAM/CATEGORY (CODE AND TITLE)</th>
<th>FUND TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,800,000.00</td>
<td>Local Assistance</td>
<td>General</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT</th>
<th>ITEM CODE</th>
<th>CHAPTER</th>
<th>STATUTE</th>
<th>FISCAL YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>5870-101-0001(a)</td>
<td>712</td>
<td>2019</td>
<td>2010-11</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL AMOUNT ENCUMBERED TO DATE</th>
<th>OBJECT OF EXPENDITURE (CODE AND TITLE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,800,000.00</td>
<td>0110-7581-11010</td>
</tr>
</tbody>
</table>

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

T.B.A. NO. | B.R. NO. | DATE |
-----------|----------|------|

SIGNATURE OF ACCOUNTING OFFICER
CERTIFICATION

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

<table>
<thead>
<tr>
<th>Contractor/Bidder Firm Name (Printed)</th>
<th>Federal ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Printed Name and Title of Person Signing</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date Executed</th>
<th>Executed in the County of</th>
</tr>
</thead>
</table>

CONTRACTOR CERTIFICATION CLAUSES

1. Statement of Compliance (Nondiscrimination)

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

2. Drug-Free Workplace Requirements

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

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

b. Establish a Drug-Free Awareness Program to inform employees about:

   1. The dangers of drug abuse in the workplace;
   2. The person’s or organization’s policy of maintaining a drug-free workplace;
   3. Any available counseling, rehabilitation and employee assistance programs; and,
   4. Penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed or resulting Agreement will:

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

3. National Labor Relations Board Certification

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

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

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

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

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

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

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

5. Expatriate Corporations

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

6. Sweatfree Code Of Conduct

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

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

7. **Debarment, Suspension, And Other Responsibility Matters**

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

a. Contractor certifies that Contractor and its principals:

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

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

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

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

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

8. **Domestic Partners**

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. Conflicts of Interests

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


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

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

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

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

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

2. Labor Code/Workers' Compensation

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

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

4. **Contractor Name Change**

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

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

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

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

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

6. **Resolution**

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

7. **Air or Water Pollution Violation**

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

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

This form must be completed by all contractors that are not another state agency or other government entity.
California Community Colleges
"I Can Afford College" Statewide Financial Aid Awareness Campaign

Exhibit F
Workplan

Following is a summary of activities to take place through June 30, 2011:

➢ Advertising and Marketing:
Develop statewide marketing and advertising campaigns designed to increase awareness of the availability of financial aid at the California Community Colleges. Develop research-based messages and creative executions that are simple, consistent, credible, and audience-targeted. Provide strategies for refreshing the existing campaign by offering new and modern marketing approaches, including social media marketing such as blogging, tweeting and YouTube videos. Design and print a style and communication guide and marketing materials such as newsletters, brochures and other promotional items.

Develop and execute advertising strategies and media buys that most effectively reach the targeted audiences. Advertising mediums can include but are not limited to radio, print, television, outdoor, transit and Internet, including search campaigns and social media advertising.

➢ Media Relations
Develop and execute a statewide strategic media relations plan designed to proactively raise awareness during key campaign timeframes and provide reactive media relations support throughout the year. Develop media alerts, press releases, op-ed pieces, template articles and other press materials as needed. Provide on-going media training for identified campaign spokespeople.

➢ Outreach
Assist with the development and execution of an outreach plan that reaches target audiences, legislators and stakeholders. Assist with high school outreach events, special event and conference coordination and staffing. As appropriate, make recommendations for partnering with other California Community College programs, community or faith-based organizations or other public and private sector sources to maximize effectiveness and supplement the direct dollars available for marketing activities. Production, re-ordering, warehousing and shipping of collateral materials in included in this line item.

➢ Website Design and Maintenance
Recommend and execute a strategy for refreshing the current look, feel and functionality of icanaffordcollege.com. Provide Web hosting services and on-going maintenance of the site.

➢ Writing and Editing
Provide original text for use in a variety of communication vehicles including, but not limited to, newsletters, brochures, marketing plans, legislative reports, Web site content, blogging and tweeting. Provide editorial services.

➢ Survey and Research
Conduct qualitative and quantitative research testing the awareness levels of the target audience. Develop research vehicles, conduct surveys or focus groups, analyze results and develop reports.

➢ Miscellaneous Hard Costs
Covers the cost for travel, mileage, and any additional program costs.
California Community Colleges
“1 Can Afford College” Statewide Financial Aid Awareness Campaign

Exhibit G
2010-11 Budget

Total 2010-11 budget: $2,800,000.00

Proposed Budget for activities taking place through June 30, 2011:

➢ Advertising and Marketing: $2,190,378.53
  78.22 percent of total contract

➢ Media Relations $120,000.00
  4.28 percent of total contract

➢ Outreach $220,721.47
  7.88 percent of total contract

➢ Website Design and Maintenance $25,000.00
  .89 percent of total contract

➢ Writing and Editing $10,000.00
  .357 percent of total contract

➢ Survey and Research $33,000.00
  1.18 percent of total contract

➢ Santa Barbara Community College District Fee $140,000.00
  5 percent of total contract

➢ Project Manager Salary $30,000.00
  1.07 percent of total contract

➢ Project Assistant Salary $15,000.00
  .535 percent of total contract

➢ Miscellaneous Campaign Costs $15,900.00
  .567 percent of total contract

Total: $2,800,000.00
# SANTA BARBARA COMMUNITY COLLEGE DISTRICT

## BID TABULATION

**Project:** PRINTING OF THE CLASS SCHEDULES  
**BID#664**

**Date:** Tuesday, February 15, 2011  
**Time:** 3:00 p.m.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Fall/Spring Newsprint 2/2</th>
<th>Fall/Spring Electrobrite 2/2</th>
<th>Summer Newsprint</th>
<th>Summer Electrobrite</th>
<th>Signed</th>
<th>Specs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Western Web Printing Inc.</td>
<td>28,360</td>
<td>37,660</td>
<td>4,825</td>
<td>5,540</td>
<td>X</td>
<td>No</td>
</tr>
<tr>
<td>American Foothill Publishing Co. Inc.</td>
<td>23,720</td>
<td>26,933</td>
<td>2,965</td>
<td>3,086</td>
<td>X</td>
<td>Yes</td>
</tr>
<tr>
<td>Southwest Offset Printing</td>
<td>22,453</td>
<td>25,464</td>
<td>3,691</td>
<td>3,859</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Paradise Post Printing</td>
<td>25,290</td>
<td>29,140</td>
<td>3,260</td>
<td>3,364</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Trend Offset Printing</td>
<td>25,308</td>
<td>27,282</td>
<td>4,636</td>
<td>4,719</td>
<td>X</td>
<td>Yes</td>
</tr>
<tr>
<td>Casey Printing</td>
<td>29,148</td>
<td>32,220</td>
<td>4,533</td>
<td>4,666</td>
<td>X</td>
<td>No</td>
</tr>
<tr>
<td>Valley Printers</td>
<td>25,782</td>
<td>30,295</td>
<td>3,850</td>
<td>4,070</td>
<td>X</td>
<td>No</td>
</tr>
<tr>
<td>Ventura County Star</td>
<td>39,605</td>
<td>43,370</td>
<td>6,410</td>
<td>6,610</td>
<td>No</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Bid Opened by:** Kara Pizano

**Bid Opening Attended by:** Kara Pizano, Mindy Johnson and Roger Winsing

**Copies Sent to:** Karen Sophia
### SANTA BARBARA COMMUNITY COLLEGE DISTRICT

#### BID TABULATION

Project: Biological Sciences Microscopes

**BID: #665**

**Date:** Tuesday, February 15, 2011  
**Time:** 2:00 p.m.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Olympus</td>
<td>$126,302.05</td>
<td>X</td>
</tr>
<tr>
<td>Frey Scientific</td>
<td>$42,655.12</td>
<td>X</td>
</tr>
</tbody>
</table>

**Bid Opened by:** Robert Morales  
**Bid Opening Attended by:** Robert Morales, Mindy Johnson and Art Rosenblatt  
**Copies Sent to:** Sue Williams
LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this Tuesday, February 15, 2011, by and between the Santa Barbara Community Youth Performing Arts Center, Inc., a California non-profit corporation, hereinafter referred to as "Licensor" and SBCC Music Department, hereinafter referred to as "Licensee," for the use of the Marjorie Luke Theatre, located at 721 E. Cota Street, Santa Barbara, California, 93103, (hereinafter referred to as "Theatre"). Licensee is informed and aware that the Theatre is the property of the Santa Barbara School District and is located on the campus of the Santa Barbara Junior High School.

In the event that the Agreement conflicts with, or is silent as to a provision in the Agreement for Joint Use, Programming, Maintenance, and Development, the latter will control.

LICENSE INFORMATION:

Licensee's Address: 721 Cliff Drive
City, State, Zip Code: Santa Barbara, CA 93109
Authorized Representative: Joe Sullivan
Day Phone: 965-0581 x2357  Alt. Phone: 965-0581 x2759
E-mail: sullivanj@sbcc.edu
Title: VP Business Services
Tax ID#: 77-0070782

Please circle one of the following: Non-profit Commercial

A. SCOPE OF LICENSE:

1. In consideration of the covenants and agreements herein expressed, and subject to the faithful performance by the Licensee of all such covenants and agreements, the Licensor does hereby grant, and such Licensee does hereby accept, a non-assignable and non-exclusive right to use and occupy the Theatre, located in the City of Santa Barbara, State of California, for the period of time and for such charges as are set forth below:

Event Name and Description: SBCC "Legends of Jazz Concert"
Booked Date(s): Monday March 21, 2011
The following is an estimate only of schedule of uses permitted under this Agreement and a list of agreed charges for uses and equipment licensed, services provided by Licensor and general supervision by Licensore. Actual charges will be compiled according to the attached Marjorie Luke Theatre Rate Schedule.

**Use Schedule:**

<table>
<thead>
<tr>
<th>DATE</th>
<th>03/21/11</th>
</tr>
</thead>
<tbody>
<tr>
<td>TIME IN</td>
<td>1:00pm</td>
</tr>
<tr>
<td>TIME OUT</td>
<td>11:00pm</td>
</tr>
<tr>
<td>EST HOURS</td>
<td>10.0</td>
</tr>
</tbody>
</table>

Performance License Fee: $335.00 (exclusive rate for SBCC)
Rehearsal License Fee: $0
Technical Director: $254.00
Technical Director Show Call: $95.25
Additional Technical Labor: $250.00
Piano Rental: $50.00
House Management & Ushers: $185.00
Parking Services: $100.00
Janitorial Services: $125.00
Insurance: $0 (if provided by renter)
Facilities & Equipment Maintenance Fee $0 (fee waived by Theatre for SBCC)
$0.50/ticket (if ticket price is $12.00 or less)
$1.00/ticket (if ticket price is $12.01 or more)
Concessions Fee (10% on total sales of any concessions or merchandise sold): $0 (fee waived by Theatre for SBCC)

**TOTAL ESTIMATED COSTS:** $1,394.25

*Final equipment charge may vary if technical needs change. Estimate does not include possible additional equipment rental.*

2. The Performance License Fee and the Rehearsal License Fee shall be non-refundable, unless Licensee gives written notice to Licensore of cancellation of the event more than 60 days before the Event Date stated in paragraph A.1 above.

3. If services by Licensore are not specified in the above schedule, but either request by Licensee or required by Licensore, labor charges for such services shall be charged to and paid by Licensee in accordance with the attached Marjorie Luke Theatre Rate Schedule.

4. Licensee shall comply with the Marjorie Luke Theatre Policies & Information attached hereto or hereafter provided.
B. THEATRE USE:

1. It shall be understood that the Licensee shall have the right of ingress and egress through halls and corridors of only those portions of the Santa Barbara Junior High School ("School") buildings adjacent to the Theatre, as reasonably required for Licensee's authorized use(s), but acquires hereby no other rights to use or interests in any parts of the Theatre building(s) or equipment licensed under this Agreement or any other rights to use the School premises.

2. Licensee will be allowed use of entire Theatre inventory of sound and lighting equipment. Licensor will provide complete and current inventory upon request of Licensee.

3. Licensee represents that such premises are being licensed for the purpose of presenting the event describe above and for no other purpose whatsoever without the written consent of the Licensor.

4. Licensor shall furnish the enumerated services, equipment or material for the charges specified on the rate schedule.

5. Licensor shall not be obligated to provide any additional service, equipment or material not specifically described by this Agreement, without a separate written agreement to that effect.

6. Licensee shall not permit or hire any persons who are not employed by Licensee, including without limitation contractors, agents, laborers and/or co-participants, to use the licensed premises or equipment or to assist with or participate in the preparation and/or presentation of the event described above without written consent by Licensor. It is understood and agreed that Licensor may withhold such consent in its sole discretion and, if consent is granted, Licensor may require payment by Licensee of additional charges as a condition of such consent.

7. As a condition of this Agreement, Licensor requires the Licensee to utilize and consult Licensor's Technical Director for advance services and general supervision of the licensed premises during rehearsals and performance. Licensor shall provide the advance services of a Technical Director. The rates for the Technical Director and Stage Technicians supplied by Licensor are stated on the attached rate schedule and listed above. The schedule charges listed above shall be paid to Licensor as follows:

$750.00 DUE UPON EXECUTION OF LICENSE AGREEMENT
BALANCE DUE NO LATER THAN APRIL 4, 2011.
8. Licensor shall provide a settlement statement to Licensee no later than seven (7) days after the last date of use of the Theatre under this Agreement. The settlement statement shall set forth all costs, fees and other charges chargeable to Licensee, all deposits and payments received from Licensee, all receipts, including ticket sales, received on account of the event (if applicable), and a statement of any sums that may be due Licensor after application of payments described in preceding paragraph and, if applicable, any receipts due Licensee. If Licensor is requested to receive and hold ticket sales receipts or other money payable to Licensee on account of the event, Licensor shall have a lien against such money in the amount of such any obligations due and owing to Licensor by Licensee under this Agreement.

9. Licensee agrees to pay all other sums due Licensor hereunder not later than 10 working days following the receipt of the settlement statement. Licensee agrees to pay all such sums hereunder, if required by Licensor in lawful money of the United States of America: cashier’s check, or certified check at the office of the Marjorie Luke Theatre, Santa Barbara, California.

C. LIABILITY AND INDEMNITY:

1. Licensee shall be responsible for all damage to or loss of equipment and/or the licensed premises during the entire period or periods covered by this Agreement, whether or not such damage or loss is a result of Licensee’s actions, with the exception of Licensor employee’s actions.

2. Licensee shall indemnify, defend, and hold harmless Licensor and the Santa Barbara School District against any and all claims, causes of action, liability, expense, damages and losses (collectively referred to as “Claims”) that may arise from injuries to persons or damage to property arising from Licensee’s use of the Theatre under this Agreement, regardless of whether or not any of such Claims arise in part from negligent acts or omissions of Licensor. Licensee does not have an obligation to indemnify Licensor against Claims that are caused solely by active negligence or willful misconduct of Licensor.

3. Licensee shall obtain a property and liability insurance policy in the amount of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate, and name the Santa Barbara School District as additionally insured.

4. Licensee has inspected the condition of the Theatre premises and equipment and accepts the condition of such licensed property, and releases Licensor from any and all claims for personal injury, property damage and/or repair or replacement costs that Licensee may have or claim in the future arising wholly or in part from the condition of the Theatre premises, equipment and any other licensed property.
D. MISCELLANEOUS

1. Licensor reserves the right to terminate or cancel this contract and the rights of Licensee upon sixty (60) days notice in advance of the first date of the performance reserved by Licensee. Licensor may exercise its right by delivering notice to Licensee by the United States mail, postage prepaid, addressed to Licensee at the address as shown above, or at such other address that Licensee may hereafter give Licensor in writing.

2. If any provision or clause in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the balance of the Agreement, which shall remain in full force and effect.

3. In the event that a legal action or proceeding is filed to enforce this Agreement or to seek any remedies for breach of this Agreement, the prevailing party shall be entitled to recover actual attorney’s fees and legal expenses incurred in good faith in connection with such action or proceeding.

4. Licensee acknowledges that Licensee has had the opportunity to consult with counsel of Licensee’s choice in connection with the negotiation and preparation of this Agreement, and agrees that this License Agreement shall be deemed to have been drafted jointly by Licensor and Licensee and that no ambiguities, if any, shall be resolved or interpreted more strictly against either party to this Agreement.

5. The parties acknowledge that this Agreement is the entire agreement between them relating to the subject matter of this Agreement and that it supercedes all other agreements, promises or representations that may have been made. This agreement may be modified only in writing signed by both Licensor and Licensee.

6. Licensee will obtain and comply with all permits, licenses and other legal authorizations required, and pay all applicable licensing fees, performance rights, levies and royalties. Licensee will assume all costs arising from the use of any composition, materials, devices, or processes covered by copyright, patent, trademark, license agreement, or franchise. The Licensee agrees to indemnify, defend and hold harmless Licensor from any claims or costs, including legal fees, which might arise from question or use of any such material described above.

E. BOX OFFICE SERVICE

1. The Box office in the Bryan Family Foyer is available to Licensee between the hours of 9:00 am and 10:00 pm during days and times Licensee has rented the Theatre.

2. Ticket sales will be handled as shown below:

| XX | Licensee is responsible for handling ticket sales for said event(s) |
| XX | Licensee will engage the services of an independent, Licensor-approved ticket agency to handle ticket sales. Name of ticket agency: Garvin Theatre Box Office |
F. THEATRE RULES

In addition to the Marjorie Luke Theatre Policies and Information attached hereto, Licensee shall be obligated to follow the additional rules as a condition of the License Agreement:

Please initial each item and sign below

1. I understand that the Marjorie Luke Theatre cannot provide any parking for my performers or production personnel during school use days, other than necessary loading and unloading space, without specific prior arrangement with the Technical Director or Theatre Manager. Parking is limited during any day or night the school is in use.

2. I understand that I cannot deliver any materials to the Theatre without specific prior arrangement with the Technical Director or Theatre Manager.

3. I understand that I cannot leave any materials at the Theatre after my final performance without specific prior arrangement with the Technical Director or Theatre Manager.

4. I understand that no one will be admitted into the Theatre without a representative of the Theatre stage crew present. The Technical Director must arrange all access times.

5. The Theatre reserves the right to no more than 24 (twenty four) complimentary tickets per performance. A representative of the Theatre may view the performance from the auditorium, if seats are available, once the performance begins.

6. Licensee understands that sales or consumption of alcoholic beverages, smoking of any substance, possession of any illegal substances or any kind of weapons or firearms anywhere on the campus of Santa Barbara Junior High School is strictly prohibited. Violation of these laws will impose a minimum $500 fine to Licensee and possible cancellation of this rental agreement.

7. Licensee agrees to allow for a one (1) hour meal break for stage crew and house management staff after every fifth (5th) hour worked. The Theatre and all indoor premises of SBJHS will be closed, locked and must be vacated during these one (1) hour meal breaks. When the crew and staff aren’t allowed the full meal break, meal penalty costs will be incurred by the Licensee in the amount of ten dollars ($10.00) per Theatre hired crew and staff member. Meal break schedules or lack thereof must be approved in advance by the Technical Director.
Licensee acknowledges that it has received a copy of the Marjorie Luke Theatre Rate Schedule and Policies and Information established by the Licensor. Said Rate Schedule and Policy Statement, attached, are to be considered a portion of this Agreement, with full force and effect, and Licensee hereby agrees to be bound thereby.

EXECUTED this Tuesday, February 15, 2011.

LICENSOR (signature)  
Rick Villa, General Manager  
CYPAC/The Marjorie Luke Theatre  
P.O. Box 21046  
Santa Barbara, CA 93121  
(805) 884-4087 ext 1  
rickvilla@luketheatre.org

LICENSEE (signature)  
Name/Title: Joe Sullivan/VP Business Services  
Representing: SBCC Music Department  
Address: 721 Cliff Drive  
City, State, Zip: Santa Barbara, CA 93109  
Phone #: 965-0581 x2357  
E-mail: sullivanj@sbcc.edu

* Event Planner Contact (if different than licensee signer): As the user of the Marjorie Luke Theatre my signature indicates that I have read and understand the Policies and Information established by the Licensor. Policy Statement, attached, is to be considered a portion of this Agreement, with full force and effect, and Event Planner Contact hereby agrees to be bound thereby.

* EVENT PLANNER CONTACT (signature)  
Name/Title: James Mooy/Instructor  
Representing: SBCC Music Department  
Address: 721 Cliff Drive  
City, State, Zip: Santa Barbara, CA 93109  
Phone #: 965-0581 x2379  
E-mail: mooy@sbcc.edu

NOTE: Please return smaller seven-page signed contract with initial deposit, plus Certificates of Insurance (if applicable). Keep larger sixteen-page contract for your records, thank you.
Attachment “A”

THE MARJORIE LUKE THEATRE
POLICIES & INFORMATION

CONTENTS:

- Reservations and Availability of the Theatre
- Staff
- Advertising
- Access Accommodations
- Concessions
- Respect
- Safety
- Fire Safety
- General Information
- Maintenance
- Discipline and Control of Participants
- Supervision of Minors
- Technical Policies
- Videography, Photography and Other Recording
- Miscellaneous
- Advance Planning

Reservations and Availability of the Theatre

- Requests for date reservations may be made up to 1 (one) year in advance, but reservations may be confirmed no more than 9 (nine) months in advance. Any exception requires Theatre Management approval.
- Any request to book the theatre for more than 2 (two) weekends or that does not provide a (2) two-week break between shows is subject to Theatre Management approval.
- For any reservation, if challenged by a second party, potential Licensee is given 48 hours notice to confirm dates by signing contract and paying the pre-arranged deposit.
- If a License Agreement for use of the theatre is not signed and returned by the Licensee within two weeks after contract preparation, the date(s) reserved by Licensee shall be released, the offer represented by the proposed License Agreement withdrawn and the Marjorie Luke Theatre shall be under no obligation to Licensee.
- Licensee shall have the right of ingress and egress through only those halls and corridors of Santa Barbara Junior High School (“School”) adjacent to the Marjorie Luke Theatre, as reasonably required for Licensee’s authorized use(s), but acquires hereby no other rights to use or interests in the theatre premises and equipment subject to the License Agreement or any other part of the School. However, any use of the non-stage areas of the theatre must be approved by the Theatre Manager and details discussed with the Marjorie Luke Theatre Technical Director and/or Theatre Manager.
- Rehearsals:
- All performing events will have booking priority over rehearsals.
A maximum of 4 (four) rehearsal days may be booked more than 30 (thirty) days in advance. More than 4 (four) rehearsal days may be booked 30 (thirty) days or less prior to first performance.

Spectators in the Theatre during a rehearsal may not exceed 25. Spectators numbering 26 or more will constitute an audience and applicable performance rates will be charged, or Front of House staff will be employed and charged to the Licensee.

Staff

An authorized representative of the Marjorie Luke Theatre shall be present at the expense of the Licensee at all times during Licensee's use of the premises.

The Marjorie Luke Technical Director or Theatre Manager reserve the right to determine minimum staffing at all events, including, but not limited to, security guards if necessary, at the expense of the Licensee.

The Marjorie Luke Theatre will supply all front-of-house staff. All fees will be charged to the Licensee.

The Marjorie Luke Theatre will supply and/or train all stage crew as needed. Associated Labor costs will be charged to the Licensee.

Advertising

Advertising is prohibited for a show unless a deposit has been received along with a signed contract.

Use of the kiosk for advertising space is provided free of charge for use by the Licensees, first come first served, and space must be scheduled with the Theatre Manager. Kiosk space may be used a maximum of three weeks prior to event. When using this space, Licensee agrees to conform to the following:

Professionally made signs are required.

Signage must fit into a 3' x 6' space.

Licensee agrees that any advertising or promotion done for Licensee's show will not be obscene under local, state or federal laws, ordinances, or regulations and will comply with all the laws, ordinances and regulations of the City and County of Santa Barbara, State of California, and United States of America.

All advertising must include a statement of the amount of the ticket price that will be applied to Marjorie Luke Theatre facilities fee.

All display ads, posters, press releases, etc. disseminated by the Licensees shall be required to indicate the Marjorie Luke Theatre's accessibility by using the wheelchair and ALS graphic symbols.

Access Accommodations

Licensees are required to hold all wheelchair seating until the day of performance.

When a performance is sold out, accommodation for 2 (two) wheelchair patrons will remain available until 2 (two) hours prior to curtain. If the remaining wheelchair seats are not purchased by this time, the tickets may be sold as regular seats.

Concessions

Any request(s) to sell Refreshment concessions must be submitted in writing to the Theatre Manager (excluding Alcohol or Tobacco products.)

With the prior consent of the Theatre Manager, Licensee may conduct on-premises sales during an event, selling items (programs, T-shirts, etc.) related to such event. The Marjorie Luke Theatre will receive 10% of gross sales of such items. Licensee shall submit a written account of all Refreshment gross sales to the Theatre Manager within 48 hours after the last day of the event.
Respect

- This is your community theater. Please respect it. It is the responsibility of all persons utilizing the Marjorie Luke Theatre to leave the Theatre in the condition in which it was found. Any damage or alteration will be charged to the Licensee.
- Seats are provided for sitting in dressing rooms and in other areas as needed. The Theatre seats are for sitting only. Climbing over or standing on seats is not permitted. Users of the Theatre shall not sit or stand on counters, sinks or any other surface or object not intended for such use.
- The stairs on each side of the front of the stage are the only way individuals may move from the stage to the auditorium. Sitting on, jumping up onto or down from the front of the stage is prohibited.
- Before entering offices, dressing rooms or bathrooms, knock and identify oneself before entering, out of respect for privacy.

Safety

- No one is allowed in the Theatre without the presence of a member of the Marjorie Luke Theatre staff.
- No one may handle or operate any technical equipment or tools without the approval of the Technical Director. Technical Director will supervise the safe operation of all theatre equipment and working crews.
- Minors are not allowed in the theatre, scene shop or dressing rooms or Bryan Family Foyer without adequate and responsible adult supervision. Adults are ultimately responsible for the personal safety of and appropriate behavior of minors in the Luke Theatre.

Fire Safety

- The Technical Director requires notice concerning the use of, and safety precautions taken for, any unusual scenic elements: special lighting fixtures, flash pots, high elevation platforms, scenery rigged to fly, and the like. If scenic elements arrive at the theatre and are deemed unsafe, they will not be allowed to go on "as is". It is the responsibility of the Licensee to repair them.
- Fire and smoke effects are not allowed in the theatre. Laser effects require approval two weeks prior to the performance.
- All scenery and props must have approved flame-proofing applied before loading into the Marjorie Luke Theatre. Licensee must provide official certification.
- Fire laws require that there be no cable, tripods, equipment or obstructions of any kind in the audience seating area, aisles, exit doors and hallways when an audience is in attendance. Platforms, cameras or other obstructions may be allowed in restricted areas where audience seating can be roped off and a safe exit for patrons provided.

General Information

- The Marjorie Luke Theatre is technically a "road house," i.e. all shows coming in should be self-contained.
- The stage floor and walls may not be painted. Accepted stage screws and nails may be used at the discretion of the Technical Director.
- Audience seats may be removed with the permission of the Marjorie Luke Technical Director and/or Theatre Manager.
- Children are to be kept under close supervision since the stage is potentially dangerous at all times.
- No one is allowed in the theatre without the presence of a member of the Marjorie Luke Theatre staff.
- The Marjorie Luke Theatre has a limited supply of tools, which will be made available for use for your production. Expendable items including but not limited to: theatrical gel media, tape, and specialty hardware are not stocked by The Marjorie Luke Theatre and should be brought in by the Licensee. Contact Technical Director 2 (two) weeks in advance of load-in to confirm all technical needs.
- Loading and unloading of scenery can solely be done through the loading door and only by prior arrangement with Technical Director.
Maintenance

- With the exception of clear water in plastic bottles with caps - food and drink are not allowed onstage, in the auditorium or in the Bryan Family Foyer AT ANY TIME. The only exception is when food or drink is used as a part of a performance as mandated by the script. This must be approved with the Theatre Manager in advance. Any consumables sold or distributed in the lobby being transported backstage must be brought in through the scene shop door - not through the theatre.
- Clean up of all facilities utilized during rehearsal and production will be done in a timely manner – this includes but is not limited to scene shop, stage, dressing rooms and any areas used by licensee.
- Clean up must be done during pre-arranged rental hours.

Discipline and Control of Participants

- The adult(s) in charge of the group utilizing the Marjorie Luke Theatre must maintain control and discipline of all minors, and take responsibility for insuring appropriate behavior of minors and adults at all times.
- The Luke Theatre Manager and/or Technical Director will address any problems that may arise by enlisting the assistance of a predetermined chain of command of adults in charge. Problems may include but are not limited to inappropriate or unsafe behavior, abuse of facility and/or equipment and breaking of theatre policies.
- If satisfaction is not achieved to promptly rectify a problem, Luke Theatre Staff will go to the next person in charge in the chain of command. The Luke Staff may also enlist the support of the SBJHS Principal and/or administrator to resolve issues when deemed necessary.
- If a safety hazard exists then the Luke Theatre Manager and/or Technical Director are empowered to halt any activity that poses such a hazard.

Supervision of Minors

- Minors must be supervised by an appropriate number of responsible adults at all times.
- Supervisors must read the policies of the Theatre, understand that it is their task and responsibility to insure that minors adore to these policies and have the authority to discipline the students.
- Supervisors will be assigned to specific areas of the theatre including but not limited to dressing rooms, scene shop, stage right, stage left, auditorium, and lobby to insure that children are supervised throughout the Theatre.
- Children being dropped off at the theatre must wait for the adequate number of adult supervisors from their performance group to arrive before entering the SBJHS building.

Theatre Personnel are present to offer production support services - not to be supervisors of minors, disciplinarians or baby-sitters.

Technical Policies

- Operation of Marjorie Luke Theatre equipment is at the discretion of the Technical Director.
- Technical Director will supervise the safe operation of all theatre equipment and working crews.
- To obtain technical information or to review equipment and services, an appointment is required. The Technical Director’s schedule varies greatly from week to week. Please call (805) 864-4087 ext 2 for an appointment.
- The Marjorie Luke Technical Director has the right to determine staffing for each event and will hire employees for each stage job as needed. Any associated costs will be passed on to Licensee.
- The Marjorie Luke Theatre Technical Director must approve any construction or painting to be done in any part of the Marjorie Luke Theatre.
- All photography and videotaping must be approved by the Marjorie Luke Technical Director or Theatre Manager one week before load-in.
- Storage space is not available before or after your event. The theatre has no storage spaces. Nothing can be left in the theatre for later pick up without prior arrangement. Everything must go out during your strike. The Marjorie Luke Theatre cannot be responsible for any equipment left after that day.
Licensee must appoint a representative to set crew calls with the Marjorie Luke Technical Director and be responsible for Licensee’s production members not employed by the Marjorie Luke Theatre. Complete advanced planning and notice will help avoid problems.

Licensee must provide the Marjorie Luke Technical Director with lighting plot, ground plan and work/rehearsal schedule two weeks prior to move-in. Licensee may contact Luke Theatre Technical Director for assistance or advice in obtaining such designs.

It is the responsibility of the Licensee to leave the Theatre in the condition in which it was found. Any damage or alteration will be charged to the Licensee.

Videography, Photography and Other Recording

- All photography and videotaping must be approved by the Marjorie Luke Technical Director or Theatre Manager one week before load-in, and included and approved in the contracted scheduling of theatre use.
- Sound feed from sound board for audio or video recording must be requested in advance and approved by Technical Director.

Miscellaneous

- Lost and found items will be turned in to the Theatre Manager’s Office. Management is not responsible for lost or stolen items.
- The Marjorie Luke Theatre reserves the right to refuse to license to amplified or rock-type bands. In no case will such a refusal be based on any degree on race, color, creed, sex or any other class of persons protected under applicable law.
- Smoking or drinking alcohol is prohibited in the auditorium or anywhere on the Santa Barbara Junior High School campus in compliance with State and Federal Law.
- Violation of said ordinance will result in a monetary fine and may result in cancellation of event.
- Phones in the Business Office or Scene Shop are not for Licensee’s use. There is a phone installed in the Green Room for Licensee’s use, which will allow local calls.
- The Marjorie Luke Theatre reserves the right to refuse to license the use of its facilities for any film or performance of any type that is obscene or defamatory as defined by the laws, ordinances, or regulations of the City or County of Santa Barbara, State of California, or United States of America. For example, a film or performance is obscene if it appeals to the prurient interest, depicts or describes sexually explicit conduct, and lacks serious literary, artistic, political or scientific value.
- The Marjorie Luke Theatre further reserves the right to refuse to license use of its facilities for any film or performance of any type depicting or suggesting minors engaged in sexual conduct.
- The Marjorie Luke Theatre reserves the right to refuse to license the use of its facilities for any film or performance of any type that is inconsistent with the Motion Picture Association designations of G, PG, PG-13.

Advance Planning

- Licensee must appoint a representative to set crew calls with the Marjorie Luke Technical Director and be responsible for Licensee’s production members not employed by the Marjorie Luke Theatre. Complete advanced planning and notice will help avoid problems.
- Licensee must provide the Marjorie Luke Technical Director with lighting plot, ground plan and work/rehearsal schedule two weeks prior to move-in. Licensee may contact Luke Theatre Technical Director for assistance or advice in obtaining such designs. Licensee must also provide the Technical Director all appropriate materials including but not limited to an accurate production script no later than move-in, if assistance of Luke technical staff is expected in production.

Use of Theatre must be limited to the agreed upon times determined in License Agreement. Requests for additional time in the Theatre may incur extra charges and must be approved in advance by the Theatre Manager. No Exceptions. These policies are necessary to insure the accuracy, efficiency, and security of the Marjorie Luke Theatre. We appreciate your support and cooperation and ask that you convey these policies to members of your company. Failure to comply with the policies will give the licensor the right to terminate the license agreement. Thank you for your compliance.

Policies and Information subject to change without notice.
ATTACHMENT “B”

RENTAL RATES

Theatre Rental Per Day

Non-profit Organizations:
Monday - Thursday (one [1] performance) $670
Friday - Sunday (one [1] performance) $725
Monday - Thursday (two [2] performances) $1,000
Friday - Sunday (two [2] performances) $1,100

Commercial Organizations:
Monday - Thursday (one [1] performance) $1,075
Friday - Sunday (one [1] performance) $1,175
Monday - Thursday (two [2] performances) $1,550
Friday - Sunday (two [2] performances) $1,700

Non-Performance: (rehearsals, tech set-up)
Non-Profit Organizations
Monday - Thursday $235
Friday - Sunday $360

Commercial Organizations
Monday - Thursday $365
Friday - Sunday $565

♦ The rental rates are based on the following definition of a rental day: A rental day is any mutually agreeable 10-hour period from 8:00 a.m. until 12 midnight, which must include a 1-hour meal break after each 5th hour worked. Any additional hours used will be charged at an additional rate of $35.00 per hour for the rental of the theatre only. Overtime rates for personnel will apply.

♦ The above rates are for the rental of the Theatre, its compliment of lighting and sound equipment and advance services of the Technical Director and Theatre Manager only. The above rates DO NOT include charges for additional Theatre personnel or equipment and/or services outlined in this Rate Schedule.

♦ In the event that a Licensee has equipment (sets, costumes, lights, etc.) in the Theatre and Theatre Management wishes to book the theatre for another use on that day, Theatre Technical Director will arrange for equipment to be moved and re-set and applicable fees will be charged to Licensee.
**Additional Costs to Renters:** (*=Required Expense)

* **Technical Director**
  - $100/ Half Day (up to 5 hours)
  - $200/ Full Day (5-10 hours)
  - $30/hour (over 10 hours)
  - $40/hour (over 12 hours)
  - $75/Show Call or Performance Fee

* **House Manager** (when audience is present)
  - $100/ per event (up to 5 hours)
  - $185/ when balcony open
  - $17/hour (over 5 hours)

* **Parking Services** (when audience is present)
  - $100/ per event (up to 5 hours)
  - $17/hour (over 5 hours)

* **Janitorial Service**
  - $125

* **Additional Stage Hands**
  - $17/hour (+taxes)

* **Taxes (payroll, Worker's Comp, insurance etc.) gross wages x 27% fringe**

  Included on all labor charges including but not limited to technical director fees and additional labor.

* **Facilities and Equipment Maintenance Fee**
  - $0.50/ticket for tickets priced $12.00 or less
  - $1.00/ticket for tickets priced $12.01 or more

* **Concessions Fee**
  - 10% of Gross of all merchandise or concessions sold

**Yamaha C7 Grand Piano Rental**
  - $100/ performance 1st day – Commercial
  - $50/ each additional performance
  - $50/ rehearsal
  - $50/ performance 1st day – Non-Profit
  - $25/ each additional performance
  - $25/ rehearsal

**Yamaha Clavinova Rental**
  - $25/ performance
  - $0/ No charge for rehearsal

**Piano Tuning**
  (Theatre reserves the right to determine piano tuner)
  - $150

**Insurance**

A Certificate of Liability Insurance is required showing the amount of coverage carried, term, and stipulation that the Santa Barbara Community Youth Performing Arts Center and the Santa Barbara School Districts are included as an additional insured. Minimum coverage required by The Marjorie Luke Theatre is a property and liability insurance policy in the amount of one-million dollars ($1,000,000) per occurrence and two-million dollars ($2,000,000) in the aggregate.

*Information and prices subject to change with 30 days notice.*
### ***SAMPLE RATES***

*PLEASE NOTE THAT THESE ARE ONLY SAMPLE RATES. ACTUAL RATES MAY VARY BASED ON SPECIFIC THEATRE USE AND PRODUCTION AND TECHNICAL NEEDS.*

#### NON-PROFIT – UP TO 10 HOURS (1 PERFORMANCE, FRIDAY NIGHT)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theatre Rental</td>
<td>$725</td>
</tr>
<tr>
<td>Technical Director</td>
<td>$254</td>
</tr>
<tr>
<td>T.D. Show Call</td>
<td>$95.25</td>
</tr>
<tr>
<td>Additional Labor</td>
<td>$345.44</td>
</tr>
<tr>
<td>House Manager/USHERS</td>
<td>$100</td>
</tr>
<tr>
<td>Parking Services</td>
<td>$100</td>
</tr>
<tr>
<td>Janitor</td>
<td>$125</td>
</tr>
<tr>
<td>FEM Fee</td>
<td>$0.50/ticket for tickets priced $12.00 or less</td>
</tr>
<tr>
<td></td>
<td>$1.00/ticket for tickets priced $12.01 or more</td>
</tr>
<tr>
<td>Concessions Fee</td>
<td>10% of Gross of all merchandise or concessions sold</td>
</tr>
</tbody>
</table>

*ESTIMATED TOTAL COSTS* $1,744.69

#### COMMERCIAL – UP TO 10 HOURS (1 PERFORMANCE, FRIDAY NIGHT)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theatre Rental</td>
<td>$1,175</td>
</tr>
<tr>
<td>Technical Director</td>
<td>$254</td>
</tr>
<tr>
<td>T.D. Show Call</td>
<td>$95.25</td>
</tr>
<tr>
<td>Additional Labor</td>
<td>$345.44</td>
</tr>
<tr>
<td>House Manager/USHERS</td>
<td>$100</td>
</tr>
<tr>
<td>Parking Services</td>
<td>$100</td>
</tr>
<tr>
<td>Janitor</td>
<td>$125</td>
</tr>
<tr>
<td>FEM Fee</td>
<td>$0.50/ticket for tickets priced $12.00 or less</td>
</tr>
<tr>
<td></td>
<td>$1.00/ticket for tickets priced $12.01 or more</td>
</tr>
<tr>
<td>Concessions Fee</td>
<td>10% of Gross of all merchandise or concessions sold</td>
</tr>
</tbody>
</table>

*ESTIMATED TOTAL COSTS* $2,194.69
LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this Tuesday, February 15, 2011, by and between the Santa Barbara Community Youth Performing Arts Center, Inc., a California non-profit corporation, hereinafter referred to as "Licensor" and SBCC Music Department, hereinafter referred to as "Licensee," for the use of the Marjorie Luke Theatre, located at 721 E. Cota Street, Santa Barbara, California, 93103, (hereinafter referred to as "Theatre"). Licensee is informed and aware that the Theatre is the property of the Santa Barbara School District and is located on the campus of the Santa Barbara Junior High School.

In the event that the Agreement conflicts with, or is silent as to a provision in the Agreement for Joint Use, Programming, Maintenance, and Development, the latter will control.

LICENSE INFORMATION:

Licensee's Address: 721 Cliff Drive  
City, State, Zip Code: Santa Barbara, CA 93109  
Authorized Representative: Joe Sullivan  
Day Phone: 965-0581 x2357  
Alt. Phone: 965-0581 x2759  
Title: VP Business Services  
E-mail: sullivanj@sbcc.edu  
Tax ID#: 77-0070782

Please circle one of the following: Non-profit  
Commercial

A. SCOPE OF LICENSE:

1. In consideration of the covenants and agreements herein expressed, and subject to the faithful performance by the Licensee of all such covenants and agreements, the Licensor does hereby grant, and such Licensee does hereby accept, a non-assignable and non-exclusive right to use and occupy the Theatre, located in the City of Santa Barbara, State of California, for the period of time and for such charges as are set forth below:

Event Name and Description: SBCC "Spring 2011 Concert Band"  
Booked Date(s): Saturday May 7, 2011 (Rehearsal)  
Sunday May 8, 2011 (Performance/Load-Out)
The following is an estimate only of schedule of uses permitted under this Agreement and a list of agreed charges for uses and equipment licensed, services provided by Licensor and general supervision by Licensor. Actual charges will be compiled according to the attached Marjorie Luke Theatre Rate Schedule.

**Use Schedule:**

<table>
<thead>
<tr>
<th></th>
<th>Saturday</th>
<th>Sunday</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE</strong></td>
<td>05/07/11</td>
<td>05/08/11</td>
</tr>
<tr>
<td><strong>TIME IN</strong></td>
<td>2:30pm</td>
<td>1:00pm</td>
</tr>
<tr>
<td><strong>TIME OUT</strong></td>
<td>7:30pm</td>
<td>11:00pm</td>
</tr>
<tr>
<td><strong>EST HOURS</strong></td>
<td>5.0</td>
<td>10.0</td>
</tr>
</tbody>
</table>

**Performance License Fee:**
$362.50 (exclusive rate for SBCC)

**Rehearsal License Fee:**
$180.00 (exclusive rate for SBCC)

**Technical Director:**
$381.00

**Technical Director Show Call:**
$95.25

**Additional Technical Labor:**
$350.00

**Piano Rental:**
$75.00

**House Management & Ushers:**
$185.00

**Parking Services:**
$100.00

**Janitorial Services:**
$125.00

**Insurance:**
$0 (if provided by renter)

**Facilities & Equipment Maintenance Fee:**
$0 (fee waived by Theatre for SBCC)

**$0.50/ticket (if ticket price is $12.00 or less)**

**$1.00/ticket (if ticket price is $12.01 or more):**

**Concessions Fee (10% on total sales of any concessions or merchandise sold):**
$0 (fee waived by Theatre for SBCC)

**TOTAL ESTIMATED COSTS:**
$1,853.75

*(Final equipment charge may vary if technical needs change. Estimate does not include possible additional equipment rental.)*

2. The Performance License Fee and the Rehearsal License Fee shall be non-refundable, unless Licensee gives written notice to Licensor of cancellation of the event more than 60 days before the Event Date stated in paragraph A.1 above.

3. If services by Licensor are not specified in the above schedule, but either request by Licensee or required by Licensor, labor charges for such services shall be charged to and paid by Licensee in accordance with the attached Marjorie Luke Theatre Rate Schedule.

4. Licensee shall comply with the Marjorie Luke Theatre Policies & Information attached hereto or hereafter provided.
B. THEATRE USE:

1. It shall be understood that the Licensee shall have the right of ingress and egress through halls and corridors of only those portions of the Santa Barbara Junior High School ("School") buildings adjacent to the Theatre, as reasonably required for Licensee's authorized use(s), but acquires hereby no other rights to use or interests in any parts of the Theatre building(s) or equipment licensed under this Agreement or any other rights to use the School premises.

2. Licensee will be allowed use of entire Theatre inventory of sound and lighting equipment. Licensor will provide complete and current inventory upon request of Licensee.

3. Licensee represents that such premises are being licensed for the purpose of presenting the event described above and for no other purpose whatsoever without the written consent of the Licensor.

4. Licensor shall furnish the enumerated services, equipment or material for the charges specified on the rate schedule.

5. Licensor shall not be obligated to provide any additional service, equipment or material not specifically described by this Agreement, without a separate written agreement to that effect.

6. Licensee shall not permit or hire any persons who are not employed by Licensee, including without limitation contractors, agents, laborers and/or co-participants, to use the licensed premises or equipment or to assist with or participate in the preparation and/or presentation of the event described above without written consent by Licensor. It is understood and agreed that Licensor may withhold such consent in its sole discretion and, if consent is granted, Licensor may require payment by Licensee of additional charges as a condition of such consent.

7. As a condition of this Agreement, Licensor requires the Licensee to utilize and consult Licensor's Technical Director for advance services and general supervision of the licensed premises during rehearsals and performance Licensor shall provide the advance services of a Technical Director. The rates for the Technical Director and Stage Technicians supplied by Licensor are stated on the attached rate schedule and listed above. The schedule charges listed above shall be paid to Licensor as follows:

$750.00 DUE UPON EXECUTION OF LICENSE AGREEMENT
BALANCE DUE NO LATER THAN MAY 23, 2011.
8. Licensor shall provide a settlement statement to Licensee no later than seven (7) days after the last date of use of the Theatre under this Agreement. The settlement statement shall set forth all costs, fees and other charges chargeable to Licensee, all deposits and payments received from Licensee, all receipts, including ticket sales, received on account of the event (if applicable), and a statement of any sums that may be due Licensor after application of payments described in preceding paragraph and, if applicable, any receipts due Licensee. If Licensor is requested to receive and hold ticket sales receipts or other money payable to Licensee on account of the event, Licensor shall have a lien against such money in the amount of such any obligations due and owning to Licensor by Licensee under this Agreement.

9. Licensee agrees to pay all other sums due Licensor hereunder not later than 10 working days following the receipt of the settlement statement. Licensee agrees to pay all such sums hereunder, if required by Licensor in lawful money of the United States of America: cashier’s check, or certified check at the office of the Marjorie Luke Theatre, Santa Barbara, California.

C. LIABILITY AND INDEMNITY:

1. Licensee shall be responsible for all damage to or loss of equipment and/or the licensed premises during the entire period or periods covered by this Agreement, whether or not such damage or loss is a result of Licensee’s actions, with the exception of Licensor employee’s actions.

2. Licensee shall indemnify, defend, and hold harmless Licensor and the Santa Barbara School District against any and all claims, causes of action, liability, expense, damages and losses (collectively referred to as “Claims”) that may arise from injuries to persons or damage to property arising from Licensee’s use of the Theatre under this Agreement, regardless of whether or not any of such Claims arise in part from negligent acts or omissions of Licensor. Licensee does not have an obligation to indemnify Licensor against Claims that are caused solely by active negligence or willful misconduct of Licensor.

3. Licensee shall obtain a property and liability insurance policy in the amount of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate, and name the Santa Barbara School District as additionally insured.

4. Licensee has inspected the condition of the Theatre premises and equipment and accepts the condition of such licensed property, and releases Licensor from any and all claims for personal injury, property damage and/or repair or replacement costs that Licensee may have or claim in the future arising wholly or in part from the condition of the Theatre premises, equipment and any other licensed property.
D. MISCELLANEOUS

1. Licensor reserves the right to terminate or cancel this contract and the rights of Licensee upon sixty (60) days notice in advance of the first date of the performance reserved by Licensee. Licensor may exercise its right by delivering notice to Licensee by the United States mail, postage prepaid, addressed to Licensee at the address as shown above, or at such other address that Licensee may hereafter give Licensor in writing.

2. If any provision or clause in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the balance of the Agreement, which shall remain in full force and effect.

3. In the event that a legal action or proceeding is filed to enforce this Agreement or to seek any remedies for breach of this Agreement, the prevailing party shall be entitled to recover actual attorney’s fees and legal expenses incurred in good faith in connection with such action or proceeding.

4. Licensee acknowledges that Licensee has had the opportunity to consult with counsel of Licensee’s choice in connection with the negotiation and preparation of this Agreement, and agrees that this License Agreement shall be deemed to have been drafted jointly by Licensor and Licensee and that no ambiguities, if any, shall be resolved or interpreted more strictly against either party to this Agreement.

5. The parties acknowledge that this Agreement is the entire agreement between them relating to the subject matter of this Agreement and that it supersedes all other agreements, promises or representations that may have been made. This agreement may be modified only in writing signed by both Licensor and Licensee.

6. Licensee will obtain and comply with all permits, licenses and other legal authorizations required, and pay all applicable licensing fees, performance rights, levies and royalties. Licensee will assume all costs arising from the use of any composition, materials, devices, or processes covered by copyright, patent, trademark, license agreement, or franchise. The Licensee agrees to indemnify, defend and hold harmless Licensor from any claims or costs, including legal fees, which might arise from question or use of any such material described above.

E. BOX OFFICE SERVICE

1. The Box office in the Bryan Family Foyer is available to Licensee between the hours of 9:00 am and 10:00 pm during days and times Licensee has rented the Theatre.

2. Ticket sales will be handled as shown below:

| XX | Licensee is responsible for handling ticket sales for said event(s) |
|    | Licensee will engage the services of an independent, Licensor-approved ticket agency to handle ticket sales. Name of ticket agency: Garvin Theatre Box Office |
F. THEATRE RULES

In addition to the Marjorie Luke Theatre Policies and Information attached hereto, Licensee shall be obligated to follow the additional rules as a condition of the License Agreement:

Please initial each item and sign below

1. _____ I understand that the Marjorie Luke Theatre cannot provide any parking for my performers or production personnel during school use days, other than necessary loading and unloading space, without specific prior arrangement with the Technical Director or Theatre Manager. Parking is limited during any day or night the school is in use.

2. _____ I understand that I cannot deliver any materials to the Theatre without specific prior arrangement with the Technical Director or Theatre Manager.

3. _____ I understand that I cannot leave any materials at the Theatre after my final performance without specific prior arrangement with the Technical Director or Theatre Manager.

4. _____ I understand that no one will be admitted into the Theatre without a representative of the Theatre stage crew present. The Technical Director must arrange all access times.

5. _____ The Theatre reserves the right to no more than 24 (twenty four) complimentary tickets per performance. A representative of the Theatre may view the performance from the auditorium, if seats are available, once the performance begins.

6. _____ Licensee understands that sales or consumption of alcoholic beverages, smoking of any substance, possession of any illegal substances or any kind of weapons or firearms anywhere on the campus of Santa Barbara Junior High School is strictly prohibited. Violation of these laws will impose a minimum $500 fine to Licensee and possible cancellation of this rental agreement.

7. _____ Licensee agrees to allow for a one (1) hour meal break for stage crew and house management staff after every fifth (5th) hour worked. The Theatre and all indoor premises of SBJHS will be closed, locked and must be vacated during these one (1) hour meal breaks. When the crew and staff aren't allowed the full meal break, meal penalty costs will be incurred by the Licensee in the amount of ten dollars ($10.00) per Theatre hired crew and staff member. Meal break schedules or lack thereof must be approved in advance by the Technical Director.
Licensee acknowledges that it has received a copy of the Marjorie Luke Theatre Rate Schedule and Policies and Information established by the Licensor. Said Rate Schedule and Policy Statement, attached, are to be considered a portion of this Agreement, with full force and effect, and Licensee hereby agrees to be bound thereby.

EXECUTED this Tuesday, February 15, 2011.

LICENSOR (signature)

Rick Villa, General Manager
CYPAC/The Marjorie Luke Theatre
P.O. Box 21046
Santa Barbara, CA 93121
(805) 834-4087 ext 1
rickevilla@luketheatre.org

LICENSEE (signature)

Name/Title: Joe Sullivan/VP Business Services
Representing: SBCC Music Department
Address: 721 Cliff Drive
City, State, Zip: Santa Barbara, CA 93109
Phone #: 965-0581 x2357
E-mail: sullivanj@sbcc.edu

* Event Planner Contact (if different than licensee signer): As the user of the Marjorie Luke Theatre my signature indicates that I have read and understand the Policies and Information established by the Licensor. Policy Statement, attached, is to be considered a portion of this Agreement, with full force and effect, and Event Planner Contact hereby agrees to be bound thereby.

* EVENT PLANNER CONTACT (signature)

Name/Title: Eric Heidner/Director of Bands
Representing: SBCC Music Department
Address: 721 Cliff Drive
City, State, Zip: Santa Barbara, CA 93109
Phone #: 965-0581 x3090
E-mail: heidner@sbcc.edu

NOTE: Please return smaller seven-page signed contract with initial deposit, plus Certificates of Insurance (if applicable). Keep larger sixteen-page contract for your records, thank you.
Attachment “A”

THE MARJORIE LUKE THEATRE
POLICIES & INFORMATION

CONTENTS:

- Reservations and Availability of the Theatre
- Staff
- Advertising
- Access Accommodations
- Concessions
- Respect
- Safety
- Fire Safety
- General Information
- Maintenance
- Discipline and Control of Participants
- Supervision of Minors
- Technical Policies
- Videography, Photography and Other Recording
- Miscellaneous
- Advance Planning

Reservations and Availability of the Theatre

- Requests for date reservations may be made up to 1 (one) year in advance, but reservations may be confirmed no more than 9 (nine) months in advance. Any exception requires Theatre Management approval.
- Any request to book the theatre for more than 2 (two) weekends or that does not provide a (2) two-week break between shows is subject to Theatre Management approval.
- For any reservation, if challenged by a second party, potential Licensee is given 48 hours notice to confirm dates by signing contract and paying the pre-arranged deposit.
- If a License Agreement for use of the theatre is not signed and returned by the Licensee within two weeks after contract preparation, the date(s) reserved by Licensee shall be released, the offer represented by the proposed License Agreement withdrawn and the Marjorie Luke Theatre shall be under no obligation to Licensee.
- Licensee shall have the right of ingress and egress through only those halls and corridors of Santa Barbara Junior High School (“School”) adjacent to the Marjorie Luke Theatre, as reasonably required for Licensee’s authorized use(s), but acquires thereby no other rights to use or interests in the theatre premises and equipment subject to the License Agreement or any other part of the School. However, any use of the non-stage areas of the theatre must be approved by the Theatre Manager and details discussed with the Marjorie Luke Theatre Technical Director and/or Theatre Manager.
- Rehearsals:
- All performing events will have booking priority over rehearsals.
A maximum of 4 (four) rehearsal days may be booked more than 30 (thirty) days in advance. More than 4 (four) rehearsal days may be booked 30 (thirty) days or less prior to first performance.

Spectators in the Theatre during a rehearsal may not exceed 25. Spectators numbering 26 or more will constitute an audience and applicable performance rates will be charged, or Front of House staff will be employed and charged to the Licensee.

Staff

An authorized representative of the Marjorie Luke Theatre shall be present at the expense of the Licensee at all times during Licensee’s use of the premises.

The Marjorie Luke Technical Director or Theatre Manager reserve the right to determine minimum staffing at all events, including, but not limited to, security guards if necessary, at the expense of the Licensee.

The Marjorie Luke Theatre will supply all front-of-house staff. All fees will be charged to the Licensee.

The Marjorie Luke Theatre will supply and/or train all stage crew as needed. Associated Labor costs will be charged to the Licensee.

Advertising

Advertising is prohibited for a show unless a deposit has been received along with a signed contract.

Use of the kiosk for advertising space is provided free of charge for use by the Licensees, first come first served, and space must be scheduled with the Theatre Manager. Kiosk space may be used a maximum of three weeks prior to event. When using this space, Licensee agrees to conform to the following:

Professionally made signs are required.

Signage must fit into a 3’ x 6’ space.

Licensee agrees that any advertising or promotion done for Licensee’s show will not be obscene under local, state or federal laws, ordinances, or regulations and will comply with all the laws, ordinances and regulations of the City and County of Santa Barbara, State of California, and United States of America.

All advertising must include a statement of the amount of the ticket price that will be applied to Marjorie Luke Theatre facilities fee.

All display ads, posters, press releases, etc. disseminated by the Licensees shall be required to indicate the Marjorie Luke Theatre’s accessibility by using the wheelchair and ALS graphic symbols.

Access Accommodations

Licensees are required to hold all wheelchair seating until the day of performance.

When a performance is sold out, accommodation for 2 (two) wheelchair patrons will remain available until 2 (two) hours prior to curtain. If the remaining wheelchair seats are not purchased by this time, the tickets may be sold as regular seats.

Concessions

Any request(s) to sell Refreshment concessions must be submitted in writing to the Theatre Manager (excluding Alcohol or Tobacco products.)

With the prior consent of the Theatre Manager, Licensee may conduct on-premises sales during an event, selling items (programs, T-shirts, etc.) related to such event. The Marjorie Luke Theatre will receive 10% of gross sales of such items. Licensee shall submit a written account of all Refreshment gross sales to the Theatre Manager within 48 hours after the last day of the event.
Respect

- This is your community theater. Please respect it. It is the responsibility of all persons utilizing the Marjorie Luke Theatre to leave the Theatre in the condition in which it was found. Any damage or alteration will be charged to the Licensee.
- Seats are provided for sitting in dressing rooms and in other areas as needed. The Theatre seats are for sitting only. Climbing over or standing on seats is not permitted. Users of the Theatre shall not sit or stand on counters, sinks or any other surface or object not intended for such use.
- The stairs on each side of the front of the stage are the only way individuals may move from the stage to the auditorium. Sitting on, jumping up onto or down from the front of the stage is prohibited.
- Before entering offices, dressing rooms or bathrooms, knock and identify oneself before entering, out of respect for privacy.

Safety

- No one is allowed in the Theatre without the presence of a member of the Marjorie Luke Theatre staff.
- No one may handle or operate any technical equipment or tools without the approval of the Technical Director. Technical Director will supervise the safe operation of all theatre equipment and working crews.
- Minors are not allowed in the theatre, scene shop or dressing rooms or Bryan Family Foyer without adequate and responsible adult supervision. Adults are ultimately responsible for the personal safety of and appropriate behavior of minors in the Luke Theatre.

Fire Safety

- The Technical Director requires notice concerning the use of, and safety precautions taken for, any unusual scenic elements: special lighting fixtures, flash pots, high elevation platforms, scenery riged to fly, and the like. If scenic elements arrive at the theatre and are deemed unsafe, they will not be allowed to go on "as is". It is the responsibility of the Licensee to repair them.
- Fire and smoke effects are not allowed in the theatre. Laser effects require approval two weeks prior to the performance.
- All scenery and props must have approved flame-proofing applied before loading into the Marjorie Luke Theatre. Licensee must provide official certification.
- Fire laws require that there be no cable, tripods, equipment or obstructions of any kind in the audience seating area, aisles, exit doors and hallways when an audience is in attendance. Platforms, cameras or other obstructions may be allowed in restricted areas where audience seating can be roped off and a safe exit for patrons provided.

General Information

- The Marjorie Luke Theatre is technically a "road house," i.e. all shows coming in should be self-contained.
- The stage floor and walls may not be painted. Accepted stage screws and nails may be used at the discretion of the Technical Director.
- Audience seats may be removed with the permission of the Marjorie Luke Technical Director and/or Theatre Manager.
- Children are to be kept under close supervision since the stage is potentially dangerous at all times.
- No one is allowed in the theatre without the presence of a member of the Marjorie Luke Theatre staff.
- The Marjorie Luke Theatre has a limited supply of tools, which will be made available for use for your production. Expendable items including but not limited to: theatrical gel media, tape, and specialty hardware are not stocked by The Marjorie Luke Theatre and should be brought in by the Licensee. Contact Technical Director 2 (two) weeks in advance of load-in to confirm all technical needs.
- Loading and unloading of scenery can solely be done through the loading door and only by prior arrangement with Technical Director.
Maintenance

- With the exception of clear water in plastic bottles with caps - food and drink are not allowed onstage, in the auditorium or in the Bryan Family Foyer AT ANY TIME. The only exception is when food or drink is used as a part of a performance as mandated by the script. This must be approved with the Theatre Manager in advance. Any consumables sold or distributed in the lobby being transported backstage must be brought in through the scene shop door - not through the theatre.
- Clean up of all facilities utilized during rehearsal and production will be done in a timely manner – this includes but is not limited to scene shop, stage, dressing rooms and any areas used by licensee.
- Clean up must be done during pre-arranged rental hours.

Discipline and Control of Participants

- The adult(s) in charge of the group utilizing the Marjorie Luke Theatre must maintain control and discipline of all minors, and take responsibility for insuring appropriate behavior of minors and adults at all times.
- The Luke Theatre Manager and/or Technical Director will address any problems that may arise by enlisting the assistance of a predetermined chain of command of adults in charge. Problems may include but are not limited to inappropriate or unsafe behavior, abuse of facility and/or equipment and breaking of theatre policies.
- If satisfaction is not achieved to promptly rectify a problem, Luke Theatre Staff will go to the next person in charge in the chain of command. The Luke Staff may also enlist the support of the SBJHS Principal and/or administrator to resolve issues when deemed necessary.
- If a safety hazard exists then the Luke Theatre Manager and/or Technical Director are empowered to halt any activity that poses such a hazard.

Supervision of Minors

- Minors must be supervised by an appropriate number of responsible adults at all times.
- Supervisors must read the policies of the Theatre, understand that it is their task and responsibility to insure that minors adhere to these policies and have the authority to discipline the students.
- Supervisors will be assigned to specific areas of the theatre including but not limited to dressing rooms, scene shop, stage right, stage left, auditorium, and lobby to insure that children are supervised throughout the Theatre.
- Children being dropped off at the theatre must wait for the adequate number of adult supervisors from their performance group to arrive before entering the SBJHS building.

Theatre Personnel are present to offer production support services - not to be supervisors of minors, disciplinarians or baby-sitters.

Technical Policies

- Operation of Marjorie Luke Theatre equipment is at the discretion of the Technical Director.
- Technical Director will supervise the safe operation of all theatre equipment and working crews.
- To obtain technical information or to review equipment and services, an appointment is required. The Technical Director’s schedule varies greatly from week to week. Please call (805) 884-4087 ext 2 for an appointment.
- The Marjorie Luke Technical Director has the right to determine staffing for each event and will hire employees for each stage job as needed. Any associated costs will be passed on to Licensee.
- The Marjorie Luke Theatre Technical Director must approve any construction or painting to be done in any part of the Marjorie Luke Theatre.
- All photography and videotaping must be approved by the Marjorie Luke Technical Director or Theatre Manager one week before load-in.
- Storage space is not available before or after your event. The theatre has no storage spaces. Nothing can be left in the theatre for later pick up without prior arrangement. Everything must go out during your strike. The Marjorie Luke Theatre cannot be responsible for any equipment left after that day.
Licensee must appoint a representative to set crew calls with the Marjorie Luke Technical Director and be responsible for Licensee’s production members not employed by the Marjorie Luke Theatre. Complete advanced planning and notice will help avoid problems.

Licensee must provide the Marjorie Luke Technical Director with lighting plot, ground plan and work/rehearsal schedule two weeks prior to move-in. Licensee may contact Luke Theatre Technical Director for assistance or advice in obtaining such designs.

It is the responsibility of the Licensee to leave the Theatre in the condition in which it was found. Any damage or alteration will be charged to the Licensee.

Videography, Photography and Other Recording

- All photography and videotaping must be approved by the Marjorie Luke Technical Director or Theatre Manager one week before load-in, and included and approved in the contracted scheduling of theatre use.
- Sound feed from sound board for audio or video recording must be requested in advance and approved by Technical Director.

Miscellaneous

- Lost and found items will be turned in to the Theatre Manager’s Office. Management is not responsible for lost or stolen items.
- The Marjorie Luke Theatre reserves the right to refuse to license to amplified or rock-type bands. In no case will such a refusal be based to any degree on race, color, creed, sex or any other class of persons protected under applicable law.
- Smoking or drinking alcohol is prohibited in the auditorium or anywhere on the Santa Barbara Junior High School campus in compliance with State and Federal Law.
- Violation of said ordinance will result in a monetary fine and may result in cancellation of event.
- Phones in the Business Office or Scene Shop are not for Licensee’s use. There is a phone installed in the Green Room for Licensee’s use, which will allow local calls.
- The Marjorie Luke Theatre reserves the right to refuse to license the use of its facilities for any film or performance of any type that is obscene or defamatory as defined by the laws, ordinances, or regulations of the City or County of Santa Barbara, State of California, or United States of America. For example, a film or performance is obscene if it appeals to the prurient interest, depicts or describes sexually explicit conduct, and lacks serious literary, artistic, political or scientific value.
- The Marjorie Luke Theatre further reserves the right to refuse to license use of its facilities for any film or performance of any type depicting or suggesting minors engaged in sexual conduct.
- The Marjorie Luke Theatre reserves the right to refuse to license the use of its facilities for any film or performance of any type that is inconsistent with the Motion Picture Association designations of G, PG, PG-13.

Advance Planning

- Licensee must appoint a representative to set crew calls with the Marjorie Luke Technical Director and be responsible for Licensee’s production members not employed by the Marjorie Luke Theatre. Complete advanced planning and notice will help avoid problems.
- Licensee must provide the Marjorie Luke Technical Director with lighting plot, ground plan and work/rehearsal schedule two weeks prior to move-in. Licensee may contact Luke Theatre Technical Director for assistance or advice in obtaining such designs. Licensee must also provide the Technical Director all appropriate materials including but not limited to an accurate production script no later than move-in, if assistance of Luke technical staff is expected in production.

Use of Theatre must be limited to the agreed upon times determined in License Agreement. Requests for additional time in the Theatre may incur extra charges and must be approved in advance by the Theatre Manager. No Exceptions. These policies are necessary to insure the accuracy, efficiency, and security of the Marjorie Luke Theatre. We appreciate your support and cooperation and ask that you convey these policies to members of your company. Failure to comply with the policies will give the licensor the right to terminate the license agreement. Thank you for your compliance.

Policies and information subject to change without notice.
ATTACHMENT “B”

RENTAL RATES

Theatre Rental Per Day

<table>
<thead>
<tr>
<th>Non-profit Organizations:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday - Thursday (one [1] performance)</td>
<td>$670</td>
</tr>
<tr>
<td>Friday - Sunday (one [1] performance)</td>
<td>$725</td>
</tr>
<tr>
<td>Monday - Thursday (two [2] performances)</td>
<td>$1,000</td>
</tr>
<tr>
<td>Friday - Sunday (two [2] performances)</td>
<td>$1,100</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Commercial Organizations:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday - Thursday (one [1] performance)</td>
<td>$1,075</td>
</tr>
<tr>
<td>Friday - Sunday (one [1] performance)</td>
<td>$1,175</td>
</tr>
<tr>
<td>Monday - Thursday (two [2] performances)</td>
<td>$1,550</td>
</tr>
<tr>
<td>Friday - Sunday (two [2] performances)</td>
<td>$1,700</td>
</tr>
</tbody>
</table>

Non-Performance: (rehearsals, tech set-up)

<table>
<thead>
<tr>
<th>Non-Profit Organizations</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday - Thursday</td>
<td>$235</td>
</tr>
<tr>
<td>Friday - Sunday</td>
<td>$360</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Commercial Organizations</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday - Thursday</td>
<td>$365</td>
</tr>
<tr>
<td>Friday - Sunday</td>
<td>$565</td>
</tr>
</tbody>
</table>

♦ The rental rates are based on the following definition of a rental day: A rental day is any mutually agreeable 10-hour period from 8:00 a.m. until 12 midnight, which must include a 1-hour meal break after each 5th hour worked. Any additional hours used will be charged at an additional rate of $35.00 per hour for the rental of the theatre only. Overtime rates for personnel will apply.

♦ The above rates are for the rental of the Theatre, its compliment of lighting and sound equipment and advance services of the Technical Director and Theatre Manager only. The above rates DO NOT include charges for additional Theatre personnel or equipment and/or services outlined in this Rate Schedule.

♦ In the event that a Licensee has equipment (sets, costumes, lights, etc.) in the Theatre and Theatre Management wishes to book the theatre for another use on that day, Theatre Technical Director will arrange for equipment to be moved and re-set and applicable fees will be charged to Licensee.
**Additional Costs to Renters:** (*=Required Expense)

*Technical Director

- $100/Half Day (up to 5 hours)
- $200/Full Day (5-10 hours)
- $30/hour (over 10 hours)
- $40/hour (over 12 hours)
- $75/Show Call or Performance Fee

*House Manager (when audience is present)

- $100/per event (up to 5 hours)
- $185/when balcony open
- $17/hour (over 5 hours)

*Parking Services (when audience is present)

- $100/per event (up to 5 hours)
- $17/hour (over 5 hours)

*Janitorial Service

- $125

*Additional Stage Hands

- $17/hour (+taxes)

*Taxes (payroll, Worker's Comp, insurance etc.) gross wages x 27% fringe
INCLUDED ON ALL LABOR CHARGES INCLUDING BUT NOT LIMITED TO TECHNICAL DIRECTOR FEES AND ADDITIONAL LABOR

*Facilities and Equipment Maintenance Fee

- $0.50/ticket for tickets priced $12.00 or less
- $1.00/ticket for tickets priced $12.01 or more

*Concessions Fee

- 10% of Gross of all merchandise or concessions sold

Yamaha C7 Grand Piano Rental

- $100/performance 1st day – Commercial
- $50/each additional performance
- $50/rehearsal

Yamaha Clavinova Rental

- $50/each day – Commercial
- $35/each additional day
- $35/rehearsal

Piano Tuning

- $25/performance
- $0/No charge for rehearsal

(Theatre reserves the right to determine piano tuner)

$150

**Insurance**

A Certificate of Liability Insurance is required showing the amount of coverage carried, term, and stipulation that the Santa Barbara Community Youth Performing Arts Center and the Santa Barbara School Districts are included as an additional insured. Minimum coverage required by The Marjorie Luke Theatre is a property and liability insurance policy in the amount of one-million dollars ($1,000,000) per occurrence and two-million dollars ($2,000,000) in the aggregate.

Information and prices subject to change with 30 days notice.
***SAMPLE RATES***

*PLEASE NOTE THAT THESE ARE ONLY SAMPLE RATES. ACTUAL RATES MAY VARY BASED ON SPECIFIC THEATRE USE AND PRODUCTION AND TECHNICAL NEEDS.*

NON-PROFIT – UP TO 10 HOURS (1 PERFORMANCE, FRIDAY NIGHT)

THEATRE RENTAL $725
TECHNICAL DIRECTOR $254
T.D. SHOW CALL $95.25
ADDITIONAL LABOR $345.44 (2 PEOPLE AT 8 HOURS EACH)
HOUSE MANAGER/USHERS $100
PARKING SERVICES $100
JANITOR $125
FEM FEE $0.50/ticket for tickets priced $12.00 or less
               $1.00/ticket for tickets priced $12.01 or more
CONCESSIONS FEE 10% of Gross of all merchandise or concessions sold

*ESTIMATED TOTAL COSTS $1,744.69

COMMERCIAL – UP TO 10 HOURS (1 PERFORMANCE, FRIDAY NIGHT)

THEATRE RENTAL $1,175
TECHNICAL DIRECTOR $254
T.D. SHOW CALL $95.25
ADDITIONAL LABOR $345.44 (2 PEOPLE AT 8 HOURS EACH)
HOUSE MANAGER/USHERS $100
PARKING SERVICES $100
JANITOR $125
FEM FEE $0.50/ticket for tickets priced $12.00 or less
               $1.00/ticket for tickets priced $12.01 or more
CONCESSIONS FEE 10% of Gross of all merchandise or concessions sold

*ESTIMATED TOTAL COSTS $2,194.69
LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this Tuesday, February 15, 2011, by and between the Santa Barbara Community Youth Performing Arts Center, Inc., a California non-profit corporation, hereinafter referred to as "Licensor" and SBCC Music Department, hereinafter referred to as "Licensee," for the use of the Marjorie Luke Theatre, located at 721 E. Cota Street, Santa Barbara, California, 93103, (hereinafter referred to as "Theatre"). Licensee is informed and aware that the Theatre is the property of the Santa Barbara School District and is located on the campus of the Santa Barbara Junior High School.

In the event that the Agreement conflicts with, or is silent as to a provision in the Agreement for Joint Use, Programming, Maintenance, and Development, the latter will control.

LICENSE INFORMATION:

Licensee’s Address: 721 Cliff Drive  
City, State, Zip Code: Santa Barbara, CA 93109  
Authorized Representative: Joe Sullivan  
Day Phone: 965-0581 x2357  
Alt. Phone: 965-0581 x2759  
E-mail: sullivanj@sbcc.edu  
Title: VP Business Services  
Tax ID#: 77-0070782

Please circle one of the following:  
Non-profit  
Commercial

A. SCOPE OF LICENSE:

1. In consideration of the covenants and agreements herein expressed, and subject to the faithful performance by the Licensee of all such covenants and agreements, the Licensor does hereby grant, and such Licensee does hereby accept, a non-assignable and non-exclusive right to use and occupy the Theatre, located in the City of Santa Barbara, State of California, for the period of time and for such charges as are set forth below:

Event Name and Description: SBCC “Spring 2011 Symphony Concert”  
Booked Date(s): Thursday May 5, 2011 (Load-In/Rehearsal)  
                 Friday May 6, 2011 (Performance)
The following is an estimate only of schedule of uses permitted under this Agreement and a list of agreed charges for uses and equipment licensed, services provided by Licensor and general supervision by Licensor. Actual charges will be compiled according to the attached Marjorie Luke Theatre Rate Schedule.

**Use Schedule:**

<table>
<thead>
<tr>
<th></th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE</td>
<td>05/05/11</td>
<td>05/06/11</td>
</tr>
<tr>
<td>TIME IN</td>
<td>1:00pm</td>
<td>5:30pm</td>
</tr>
<tr>
<td>TIME OUT</td>
<td>11:00pm</td>
<td>10:30pm</td>
</tr>
<tr>
<td>EST HOURS</td>
<td>10.0</td>
<td>5.0</td>
</tr>
</tbody>
</table>

- **Performance License Fee:** $362.50 (exclusive rate for SBCC)
- **Rehearsal License Fee:** $117.50 (exclusive rate for SBCC)
- **Technical Director:** $381.00
- **Technical Director Show Call:** $95.25
- **Additional Technical Labor:** $350.00
- **House Management & Ushers:** $185.00
- **Parking Services:** $100.00
- **Janitorial Services:** $125.00
- **Insurance:** $0 (if provided by renter)
- **Facilities & Equipment Maintenance Fee**
  - $0.50/ticket (if ticket price is $12.00 or less)
  - $1.00/ticket (if ticket price is $12.01 or more)
- **Concessions Fee** (10% on total sales of any concessions or merchandise sold): $0 (fee waived by Theatre for SBCC)

**Total Estimated Costs:** $1,716.25

*(Final equipment charge may vary if technical needs change. Estimate does not include possible additional equipment rental.)*

2. The Performance License Fee and the Rehearsal License Fee shall be non-refundable, unless Licensee gives written notice to Licensor of cancellation of the event more than 60 days before the Event Date stated in paragraph A.1 above.

3. If services by Licensor are not specified in the above schedule, but either request by Licensee or required by Licensor, labor charges for such services shall be charged to and paid by Licensee in accordance with the attached Marjorie Luke Theatre Rate Schedule.

4. Licensee shall comply with the Marjorie Luke Theatre Policies & Information attached hereto or hereafter provided.
B. THEATRE USE:

1. It shall be understood that the Licensee shall have the right of ingress and egress through halls and corridors of only those portions of the Santa Barbara Junior High School ("School") buildings adjacent to the Theatre, as reasonably required for Licensee's authorized use(s), but acquires hereby no other rights to use or interests in any parts of the Theatre building(s) or equipment licensed under this Agreement or any other rights to use the School premises.

2. Licensee will be allowed use of entire Theatre inventory of sound and lighting equipment. Licensor will provide complete and current inventory upon request of Licensee.

3. Licensee represents that such premises are being licensed for the purpose of presenting the event describe above and for no other purpose whatsoever without the written consent of the Licensor.

4. Licensor shall furnish the enumerated services, equipment or material for the charges specified on the rate schedule.

5. Licensor shall not be obligated to provide any additional service, equipment or material not specifically described by this Agreement, without a separate written agreement to that effect.

6. Licensee shall not permit or hire any persons who are not employed by Licensee, including without limitation contractors, agents, laborers and/or co-participants, to use the licensed premises or equipment or to assist with or participate in the preparation and/or presentation of the event described above without written consent by Licensor. It is understood and agreed that Licensor may withhold such consent in its sole discretion and, if consent is granted, Licensor may require payment by Licensee of additional charges as a condition of such consent.

7. As a condition of this Agreement, Licensor requires the Licensee to utilize and consult Licensor's Technical Director for advance services and general supervision of the licensed premises during rehearsals and performance Licensor shall provide the advance services of a Technical Director. The rates for the Technical Director and Stage Technicians supplied by Licensor are stated on the attached rate schedule and listed above. The schedule charges listed above shall be paid to Licensor as follows:

$750.00 DUE UPON EXECUTION OF LICENSE AGREEMENT
BALANCE DUE NO LATER THAN MAY 20, 2011.
8. Licensor shall provide a settlement statement to Licensee no later than seven (7) days after the last date of use of the Theatre under this Agreement. The settlement statement shall set forth all costs, fees and other charges chargeable to Licensee, all deposits and payments received from Licensee, all receipts, including ticket sales, received on account of the event (if applicable), and a statement of any sums that may be due Licensor after application of payments described in preceding paragraph and, if applicable, any receipts due Licensee. If Licensor is requested to receive and hold ticket sales receipts or other money payable to Licensee on account of the event, Licensor shall have a lien against such money in the amount of such any obligations due and owning to Licensor by Licensee under this Agreement.

9. Licensee agrees to pay all other sums due Licensor hereunder not later than 10 working days following the receipt of the settlement statement. Licensee agrees to pay all such sums hereunder, if required by Licensor in lawful money of the United States of America: cashier’s check, or certified check at the office of the Marjorie Luke Theatre, Santa Barbara, California.

C. LIABILITY AND INDEMNITY:

1. Licensee shall be responsible for all damage to or loss of equipment and/or the licensed premises during the entire period or periods covered by this Agreement, whether or not such damage or loss is a result of Licensee’s actions, with the exception of Licensor employee’s actions.

2. Licensee shall indemnify, defend, and hold harmless Licensor and the Santa Barbara School District against any and all claims, causes of action, liability, expense, damages and losses (collectively referred to as “Claims”) that may arise from injuries to persons or damage to property arising from Licensee’s use of the Theatre under this Agreement, regardless of whether or not any of such Claims arise in part from negligent acts or omissions of Licensor. Licensee does not have an obligation to indemnify Licensor against Claims that are caused solely by active negligence or willful misconduct of Licensor.

3. Licensee shall obtain a property and liability insurance policy in the amount of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate, and name the Santa Barbara School District as additionally insured.

4. Licensee has inspected the condition of the Theatre premises and equipment and accepts the condition of such licensed property, and releases Licensor from any and all claims for personal injury, property damage and/or repair or replacement costs that Licensee may have or claim in the future arising wholly or in part from the condition of the Theatre premises, equipment and any other licensed property.
D. MISCELLANEOUS

1. Licensor reserves the right to terminate or cancel this contract and the rights of Licensee upon sixty (60) days notice in advance of the first date of the performance reserved by Licensee. Licensor may exercise its right by delivering notice to Licensee by the United States mail, postage prepaid, addressed to Licensee at the address as shown above, or at such other address that Licensee may hereafter give Licensor in writing.

2. If any provision or clause in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the balance of the Agreement, which shall remain in full force and effect.

3. If the event that a legal action or proceeding is filed to enforce this Agreement or to seek any remedies for breach of this Agreement, the prevailing party shall be entitled to recover actual attorney's fees and legal expenses incurred in good faith in connection with such action or proceeding.

4. Licensee acknowledges that Licensee has had the opportunity to consult with counsel of Licensee's choice in connection with the negotiation and preparation of this Agreement, and agrees that this License Agreement shall be deemed to have been drafted jointly by Licensor and Licensee and that no ambiguities, if any, shall be resolved or interpreted more strictly against either party to this Agreement.

5. The parties acknowledge that this Agreement is the entire agreement between them relating to the subject matter of this Agreement and that it supersedes all other agreements, promises or representations that may have been made. This agreement may be modified only in writing signed by both Licensor and Licensee.

6. Licensee will obtain and comply with all permits, licenses and other legal authorizations required, and pay all applicable licensing fees, performance rights, levies and royalties. Licensee will assume all costs arising from the use of any composition, materials, devices, or processes covered by copyright, patent, trademark, license agreement, or franchise. The Licensee agrees to indemnify, defend and hold harmless Licensor from any claims or costs, including legal fees, which might arise from question or use of any such material described above.

E. BOX OFFICE SERVICE

1. The Box office in the Bryan Family Foyer is available to Licensee between the hours of 9:00 am and 10:00 pm during days and times Licensee has rented the Theatre.

2. Ticket sales will be handled as shown below:

<table>
<thead>
<tr>
<th>XX</th>
<th>Licensee is responsible for handling ticket sales for said event(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>XX</td>
<td>Licensee will engage the services of an independent, Licensor-approved ticket agency to handle ticket sales. Name of ticket agency: Garvin Theatre Box Office</td>
</tr>
</tbody>
</table>
F. THEATRE RULES

In addition to the Marjorie Luke Theatre Policies and Information attached hereto, Licensee shall be obligated to follow the additional rules as a condition of the License Agreement:

Please initial each item and sign below

1. I understand that the Marjorie Luke Theatre cannot provide any parking for my performers or production personnel during school use days, other than necessary loading and unloading space, without specific prior arrangement with the Technical Director or Theatre Manager. Parking is limited during any day or night the school is in use.

2. I understand that I cannot deliver any materials to the Theatre without specific prior arrangement with the Technical Director or Theatre Manager.

3. I understand that I cannot leave any materials at the Theatre after my final performance without specific prior arrangement with the Technical Director or Theatre Manager.

4. I understand that no one will be admitted into the Theatre without a representative of the Theatre stage crew present. The Technical Director must arrange all access times.

5. The Theatre reserves the right to no more than 24 (twenty four) complimentary tickets per performance. A representative of the Theatre may view the performance from the auditorium, if seats are available, once the performance begins.

6. Licensee understands that sales or consumption of alcoholic beverages, smoking of any substance, possession of any illegal substances or any kind of weapons or firearms anywhere on the campus of Santa Barbara Junior High School is strictly prohibited. Violation of these laws will impose a minimum $500 fine to Licensee and possible cancellation of this rental agreement.

7. Licensee agrees to allow for a one (1) hour meal break for stage crew and house management staff after every fifth (5th) hour worked. The Theatre and all indoor premises of SBJHS will be closed, locked and must be vacated during these one (1) hour meal breaks. When the crew and staff aren’t allowed the full meal break, meal penalty costs will be incurred by the Licensee in the amount of ten dollars ($10.00) per Theatre hired crew and staff member. Meal break schedules or lack thereof must be approved in advance by the Technical Director.
Licensee acknowledges that it has received a copy of the Marjorie Luke Theatre Rate Schedule and Policies and Information established by the Licensor. Said Rate Schedule and Policy Statement, attached, are to be considered a portion of this Agreement, with full force and effect, and Licensee hereby agrees to be bound thereby.

EXECUTED this Tuesday, February 15, 2011.

[Signature]

**LICENSOR (signature)**

Rick Villa, General Manager  
CYPAC/The Marjorie Luke Theatre  
P.O. Box 21046  
Santa Barbara, CA 93121  
(805) 884-4087 ext 1  
rickvilla@luketheatre.org

**LICENSEE (signature)**

Name/Title: Joe Sullivan/VP Business Services  
Representing: SBCC Music Department  
Address: 721 Cliff Drive  
City, State, Zip: Santa Barbara, CA 93109  
Phone #: 965-0581 x2357  
E-mail: sullivanj@sbcc.edu

* Event Planner Contact (if different than licensee signer): As the user of the Marjorie Luke Theatre my signature indicates that I have read and understand the Policies and Information established by the Licensor. Policy Statement, attached, is to be considered a portion of this Agreement, with full force and effect, and Event Planner Contact hereby agrees to be bound thereby.

**EVENT PLANNER CONTACT (signature)**

Name/Title: James Mooy/Instructor  
Representing: SBCC Music Department  
Address: 721 Cliff Drive  
City, State, Zip: Santa Barbara, CA 93109  
Phone #: 965-0581 x2379  
E-mail: mooy@sbcc.edu

NOTE: Please return smaller seven-page signed contract with initial deposit, plus Certificates of Insurance (if applicable). Keep larger sixteen-page contract for your records, thank you.
Attachment “A”

THE MARJORIE LUKE THEATRE
POLICIES & INFORMATION

CONTENTS:

➤ Reservations and Availability of the Theatre
➤ Staff
➤ Advertising
➤ Access Accommodations
➤ Concessions
➤ Respect
➤ Safety
➤ Fire Safety
➤ General Information
➤ Maintenance
➤ Discipline and Control of Participants
➤ Supervision of Minors
➤ Technical Policies
➤ Videography, Photography and Other Recording
➤ Miscellaneous
➤ Advance Planning

Reservations and Availability of the Theatre

➤ Requests for date reservations may be made up to 1 (one) year in advance, but reservations may be confirmed no more than 9 (nine) months in advance. Any exception requires Theatre Management approval.
➤ Any request to book the theatre for more than 2 (two) weekends or that does not provide a (2) two-week break between shows is subject to Theatre Management approval.
➤ For any reservation, if challenged by a second party, potential Licensee is given 48 hours notice to confirm dates by signing contract and paying the pre-arranged deposit.
➤ If a License Agreement for use of the theatre is not signed and returned by the Licensee within two weeks after contract preparation, the date(s) reserved by Licensee shall be released, the offer represented by the proposed License Agreement withdrawn and the Marjorie Luke Theatre shall be under no obligation to Licensee.
➤ Licensee shall have the right of ingress and egress through only those halls and corridors of Santa Barbara Junior High School (“School”) adjacent to the Marjorie Luke Theatre, as reasonably required for Licensee’s authorized use(s), but acquires hereby no other rights to use or interests in the theatre premises and equipment subject to the License Agreement or any other part of the School. However, any use of the non-stage areas of the theatre must be approved by the Theatre Manager and details discussed with the Marjorie Luke Theatre Technical Director and/or Theatre Manager.
➤ Rehearsals:
➤ All performing events will have booking priority over rehearsals.
A maximum of 4 (four) rehearsal days may be booked more than 30 (thirty) days in advance. More than 4 (four) rehearsal days may be booked 30 (thirty) days or less prior to first performance.

Spectators in the Theatre during a rehearsal may not exceed 25. Spectators numbering 26 or more will constitute an audience and applicable performance rates will be charged, or Front of House staff will be employed and charged to the Licensee.

Staff

An authorized representative of the Marjorie Luke Theatre shall be present at the expense of the Licensee at all times during Licensee’s use of the premises.
The Marjorie Luke Technical Director or Theatre Manager reserve the right to determine minimum staffing at all events, including, but not limited to, security guards if necessary, at the expense of the Licensee.
The Marjorie Luke Theatre will supply all front-of-house staff. All fees will be charged to the Licensee.
The Marjorie Luke Theatre will supply and/or train all stage crew as needed. Associated Labor costs will be charged to the Licensee.

Advertising

Advertising is prohibited for a show unless a deposit has been received along with a signed contract.
Use of the kiosk for advertising space is provided free of charge for use by the Licensees, first come first served, and space must be scheduled with the Theatre Manager. Kiosk space may be used a maximum of three weeks prior to event. When using this space, Licensee agrees to conform to the following:
Professionally made signs are required.
Signage must fit into a 3’ x 6’ space.
Licensee agrees that any advertising or promotion done for Licensee’s show will not be obscene under local, state or federal laws, ordinances, or regulations and will comply with all the laws, ordinances and regulations of the City and County of Santa Barbara, State of California, and United States of America.
All advertising must include a statement of the amount of the ticket price that will be applied to Marjorie Luke Theatre facilities fee.
All display ads, posters, press releases, etc. disseminated by the Licenses shall be required to indicate the Marjorie Luke Theatre’s accessibility by using the wheelchair and ALS graphic symbols.

Access Accommodations

Licensees are required to hold all wheelchair seating until the day of performance.
When a performance is sold out, accommodation for 2 (two) wheelchair patrons will remain available until 2 (two) hours prior to curtain. If the remaining wheelchair seats are not purchased by this time, the tickets may be sold as regular seats.

Concessions

Any request(s) to sell Refreshment concessions must be submitted in writing to the Theatre Manager (excluding Alcohol or Tobacco products)
With the prior consent of the Theatre Manager, Licensee may conduct on-premises sales during an event, selling items (programs, T-shirts, etc.) related to such event. The Marjorie Luke Theatre will receive 10% of gross sales of such items. Licensee shall submit a written account of all Refreshment gross sales to the Theatre Manager within 48 hours after the last day of the event.
Respect

- This is your community theater. Please respect it. It is the responsibility of all persons utilizing the Marjorie Luke Theatre to leave the Theatre in the condition in which it was found. Any damage or alteration will be charged to the Licensee.
- Seats are provided for sitting in dressing rooms and in other areas as needed. The Theatre seats are for sitting only. Climbing over or standing on seats is not permitted. Users of the Theatre shall not sit or stand on counters, sinks or any other surface or object not intended for such use.
- The stairs on each side of the front of the stage are the only way individuals may move from the stage to the auditorium. Sitting on, jumping up onto or down from the front of the stage is prohibited.
- Before entering offices, dressing rooms or bathrooms, knock and identify oneself before entering, out of respect for privacy.

Safety

- No one is allowed in the Theatre without the presence of a member of the Marjorie Luke Theatre staff.
- No one may handle or operate any technical equipment or tools without the approval of the Technical Director. Technical Director will supervise the safe operation of all theatre equipment and working crews.
- Minors are not allowed in the theatre, scene shop or dressing rooms or Bryan Family Foyer without adequate and responsible adult supervision. Adults are ultimately responsible for the personal safety of and appropriate behavior of minors in the Luke Theatre.

Fire Safety

- The Technical Director requires notice concerning the use of, and safety precautions taken for, any unusual scenic elements: special lighting fixtures, flash pots, high elevation platforms, scenery rigged to fly, and the like. If scenic elements arrive at the theatre and are deemed unsafe, they will not be allowed to go on "as is". It is the responsibility of the Licensee to repair them.
- Fire and smoke effects are not allowed in the theatre. Laser effects require approval two weeks prior to the performance.
- All scenery and props must have approved flame-proofing applied before loading into the Marjorie Luke Theatre. Licensee must provide official certification.
- Fire laws require that there be no cable, tripods, equipment or obstructions of any kind in the audience seating area, aisles, exit doors and hallways when an audience is in attendance. Platforms, cameras or other obstructions may be allowed in restricted areas where audience seating can be roped off and a safe exit for patrons provided.

General Information

- The Marjorie Luke Theatre is technically a "road house," i.e. all shows coming in should be self-contained.
- The stage floor and walls may not be painted. Accepted stage screws and nails may be used at the discretion of the Technical Director.
- Audience seats may be removed with the permission of the Marjorie Luke Technical Director and/or Theatre Manager.
- Children are to be kept under close supervision since the stage is potentially dangerous at all times.
- No one is allowed in the theatre without the presence of a member of the Marjorie Luke Theatre staff.
- The Marjorie Luke Theatre has a limited supply of tools, which will be made available for use for your production. Expendable items including but not limited to: theatrical gel media, tape, and specialty hardware are not stocked by The Marjorie Luke Theatre and should be brought in by the Licensee. Contact Technical Director 2 (two) weeks in advance of load-in to confirm all technical needs.
- Loading and unloading of scenery can solely be done through the loading door and only by prior arrangement with Technical Director.
Maintenance

- With the exception of clear water in plastic bottles with caps - food and drink are not allowed onstage, in the auditorium or in the Bryan Family Foyer AT ANY TIME. The only exception is when food or drink is used as a part of a performance as mandated by the script. This must be approved with the Theatre Manager in advance. Any consumables sold or distributed in the lobby being transported backstage must be brought in through the scene shop door - not through the theatre.
- Clean up of all facilities utilized during rehearsal and production will be done in a timely manner – this includes but is not limited to scene shop, stage, dressing rooms and any areas used by licensee.
- Clean up must be done during pre-arranged rental hours.

Discipline and Control of Participants

- The adult(s) in charge of the group utilizing the Marjorie Luke Theatre must maintain control and discipline of all minors, and take responsibility for insuring appropriate behavior of minors and adults at all times.
- The Luke Theatre Manager and/or Technical Director will address any problems that may arise by enlisting the assistance of a predetermined chain of command of adults in charge. Problems may include but are not limited to inappropriate or unsafe behavior, abuse of facility and/or equipment and breaking of theatre policies.
- If satisfaction is not achieved to promptly rectify a problem, Luke Theatre Staff will go to the next person in charge in the chain of command. The Luke Staff may also enlist the support of the SBJHS Principal and/or administrator to resolve issues when deemed necessary.
- If a safety hazard exists then the Luke Theatre Manager and/or Technical Director are empowered to halt any activity that poses such a hazard.

Supervision of Minors

- Minors must be supervised by an appropriate number of responsible adults at all times.
- Supervisors must read the policies of the Theatre, understand that it is their task and responsibility to insure that minors adhere to these policies and have the authority to discipline the students.
- Supervisors will be assigned to specific areas of the theatre including but not limited to dressing rooms, scene shop, stage right, stage left, auditorium, and lobby to insure that children are supervised throughout the Theatre.
- Children being dropped off at the theatre must wait for the adequate number of adult supervisors from their performance group to arrive before entering the SBJHS building.

Theatre Personnel are present to offer production support services - not to be supervisors of minors, disciplinarians or baby-sitters.

Technical Policies

- Operation of Marjorie Luke Theatre equipment is at the discretion of the Technical Director.
- Technical Director will supervise the safe operation of all theatre equipment and working crews.
- To obtain technical information or to review equipment and services, an appointment is required. The Technical Director's schedule varies greatly from week to week. Please call (805) 684-4087 ext 2 for an appointment.
- The Marjorie Luke Technical Director has the right to determine staffing for each event and will hire employees for each stage job as needed. Any associated costs will be passed on to Licensee.
- The Marjorie Luke Theatre Technical Director must approve any construction or painting to be done in any part of the Marjorie Luke Theatre.
- All photography and videotaping must be approved by the Marjorie Luke Technical Director or Theatre Manager one week before load-in.
- Storage space is not available before or after your event. The theatre has no storage spaces. Nothing can be left in the theatre for later pick up without prior arrangement. Everything must go out during your strike. The Marjorie Luke Theatre cannot be responsible for any equipment left after that day.
Licensee must appoint a representative to set crew calls with the Marjorie Luke Technical Director and be responsible for Licensee’s production members not employed by the Marjorie Luke Theatre. Complete advanced planning and notice will help avoid problems.

Licensee must provide the Marjorie Luke Technical Director with lighting plot, ground plan and work/rehearsal schedule two weeks prior to move-in. Licensee may contact Luke Theatre Technical Director for assistance or advice in obtaining such designs.

It is the responsibility of the Licensee to leave the Theatre in the condition in which it was found. Any damage or alteration will be charged to the Licensee.

Videography, Photography and Other Recording

All photography and videotaping must be approved by the Marjorie Luke Technical Director or Theatre Manager one week before load-in, and included and approved in the contracted scheduling of theatre use.

Sound feed from sound board for audio or video recording must be requested in advance and approved by Technical Director.

Miscellaneous

Lost and found items will be turned in to the Theatre Manager’s Office. Management is not responsible for lost or stolen items.

The Marjorie Luke Theatre reserves the right to refuse to license to amplified or rock-type bands. In no case will such a refusal be based to any degree on race, color, creed, sex or any other class of persons protected under applicable law.

Smoking or drinking alcohol is prohibited in the auditorium or anywhere on the Santa Barbara Junior High School campus in compliance with State and Federal Law.

Violation of said ordinance will result in a monetary fine and may result in cancellation of event.

Phones in the Business Office or Scene Shop are not for Licensee’s use. There is a phone installed in the Green Room for Licensee’s use, which will allow local calls.

The Marjorie Luke Theatre reserves the right to refuse to license the use of its facilities for any film or performance of any type that is obscene or defamatory as defined by the laws, ordinances, or regulations of the City or County of Santa Barbara, State of California, or United States of America. For example, a film or performance is obscene if it appeals to the prurient interest, depicts or describes sexually explicit conduct, and lacks serious literary, artistic, political or scientific value.

The Marjorie Luke Theatre further reserves the right to refuse to license use of its facilities for any film or performance of any type depicting or suggesting minors engaged in sexual conduct.

The Marjorie Luke Theatre reserves the right to refuse to license the use of its facilities for any film or performance of any type that is inconsistent with the Motion Picture Association designations of G, PG, PG-13.

Advance Planning

Licensee must appoint a representative to set crew calls with the Marjorie Luke Technical Director and be responsible for Licensee’s production members not employed by the Marjorie Luke Theatre. Complete advanced planning and notice will help avoid problems.

Licensee must provide the Marjorie Luke Technical Director with lighting plot, ground plan and work/rehearsal schedule two weeks prior to move-in. Licensee may contact Luke Theatre Technical Director for assistance or advice in obtaining such designs. Licensee must also provide the Technical Director all appropriate materials including but not limited to an accurate production script no later than move-in, if assistance of Luke technical staff is expected in production.

Use of Theatre must be limited to the agreed upon times determined in License Agreement. Requests for additional time in the Theatre may incur extra charges and must be approved in advance by the Theatre Manager. No Exceptions. These policies are necessary to insure the accuracy, efficiency, and security of the Marjorie Luke Theatre. We appreciate your support and cooperation and ask that you convey these policies to members of your company. Failure to comply with the policies will give the licensor the right to terminate the license agreement. Thank you for your compliance.

Policies and information subject to change without notice.
### ATTACHMENT “B”

**RENTAL RATES**

**Theatre Rental Per Day**

<table>
<thead>
<tr>
<th>Non-profit Organizations:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday - Thursday (one [1] performance)</td>
<td>$670</td>
</tr>
<tr>
<td>Friday - Sunday (one [1] performance)</td>
<td>$725</td>
</tr>
<tr>
<td>Monday - Thursday (two [2] performances)</td>
<td>$1,000</td>
</tr>
<tr>
<td>Friday - Sunday (two [2] performances)</td>
<td>$1,100</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Commercial Organizations:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday - Thursday (one [1] performance)</td>
<td>$1,075</td>
</tr>
<tr>
<td>Friday - Sunday (one [1] performance)</td>
<td>$1,175</td>
</tr>
<tr>
<td>Monday - Thursday (two [2] performances)</td>
<td>$1,550</td>
</tr>
<tr>
<td>Friday - Sunday (two [2] performances)</td>
<td>$1,700</td>
</tr>
</tbody>
</table>

**Non-Performance: (rehearsals, tech set-up)**

<table>
<thead>
<tr>
<th>Non-Profit Organizations</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday - Thursday</td>
<td>$235</td>
</tr>
<tr>
<td>Friday - Sunday</td>
<td>$360</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Commercial Organizations</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday - Thursday</td>
<td>$365</td>
</tr>
<tr>
<td>Friday - Sunday</td>
<td>$565</td>
</tr>
</tbody>
</table>

- The rental rates are based on the following definition of a rental day: A rental day is any mutually agreeable 10-hour period from 8:00 a.m. until 12 midnight, which must include a 1-hour meal break after each 5th hour worked. Any additional hours used will be charged at an additional rate of $35.00 per hour for the rental of the theatre only. Overtime rates for personnel will apply.

- The above rates are for the rental of the Theatre, its compliment of lighting and sound equipment and advance services of the Technical Director and Theatre Manager only. The above rates DO NOT include charges for additional Theatre personnel or equipment and/or services outlined in this Rate Schedule.

- In the event that a Licensee has equipment (sets, costumes, lights, etc.) in the Theatre and Theatre Management wishes to book the theatre for another use on that day, Theatre Technical Director will arrange for equipment to be moved and re-set and applicable fees will be charged to Licensee.
Additional Costs to Renters: (*=Required Expense)

*Technical Director
$100/Half Day (up to 5 hours)
$200/Full Day (5-10 hours)
$30/hour (over 10 hours)
$40/hour (over 12 hours)
$75/Show Call or Performance Fee

*House Manager (when audience is present)
$100/per event (up to 5 hours)
$185/when balcony open
$17/hour (over 5 hours)

*Parking Services (when audience is present)
$100/per event (up to 5 hours)
$17/hour (over 5 hours)

*Janitorial Service
$125

*Additional Stage Hands
$17/hour (+taxes)

*Taxes (payroll, Worker's Comp, insurance etc.) gross wages x 27% fringe
INCLUDED ON ALL LABOR CHARGES INCLUDING BUT NOT LIMITED TO TECHNICAL DIRECTOR FEES AND ADDITIONAL LABOR

*Facilities and Equipment Maintenance Fee
$0.50/ticket for tickets priced $12.00 or less
$1.00/ticket for tickets priced $12.01 or more

*Concessions Fee
10% of Gross of all merchandise or concessions sold

Yamaha C7 Grand Piano Rental
$100/Performance 1st day – Commercial
$50/each additional performance
$50/rehearsal
$50/Performance 1st day – Non-Profit
$25/each additional performance
$25/rehearsal

Yamaha Clavinova Rental
$25/performance
$0/No charge for rehearsal

Piano Tuning
(Theatre reserves the right to determine piano tuner)
$150

Insurance

A Certificate of Liability Insurance is required showing the amount of coverage carried, term, and stipulation that the Santa Barbara Community Youth Performing Arts Center and the Santa Barbara School Districts are included as an additional insured. Minimum coverage required by The Marjorie Luke Theatre is a property and liability insurance policy in the amount of one-million dollars ($1,000,000) per occurrence and two-million dollars ($2,000,000) in the aggregate.

Information and prices subject to change with 30 days notice.
***SAMPLE RATES***

*PLEASE NOTE THAT THESE ARE ONLY SAMPLE RATES. ACTUAL RATES MAY VARY BASED ON SPECIFIC THEATRE USE AND PRODUCTION AND TECHNICAL NEEDS.*

**NON-PROFIT – UP TO 10 HOURS (1 PERFORMANCE, FRIDAY NIGHT)**

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>THEATRE RENTAL</td>
<td>$725</td>
</tr>
<tr>
<td>TECHNICAL DIRECTOR</td>
<td>$254</td>
</tr>
<tr>
<td>T.D. SHOW CALL</td>
<td>$95.25</td>
</tr>
<tr>
<td>ADDITIONAL LABOR</td>
<td>$345.44</td>
</tr>
<tr>
<td>(2 PEOPLE AT 8 HOURS EACH)</td>
<td></td>
</tr>
<tr>
<td>HOUSE MANAGER/USHERS</td>
<td>$100</td>
</tr>
<tr>
<td>PARKING SERVICES</td>
<td>$100</td>
</tr>
<tr>
<td>JANITOR</td>
<td>$125</td>
</tr>
<tr>
<td>FEM FEE</td>
<td>$0.50/ticket for tickets priced $12.00 or less</td>
</tr>
<tr>
<td></td>
<td>$1.00/ticket for tickets priced $12.01 or more</td>
</tr>
<tr>
<td>CONCESSIONS FEE</td>
<td>10% of Gross of all merchandise or concessions sold</td>
</tr>
</tbody>
</table>

**ESTIMATED TOTAL COSTS** $1,744.69

**COMMERCIAL – UP TO 10 HOURS (1 PERFORMANCE, FRIDAY NIGHT)**

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>THEATRE RENTAL</td>
<td>$1,175</td>
</tr>
<tr>
<td>TECHNICAL DIRECTOR</td>
<td>$254</td>
</tr>
<tr>
<td>T.D. SHOW CALL</td>
<td>$95.25</td>
</tr>
<tr>
<td>ADDITIONAL LABOR</td>
<td>$345.44</td>
</tr>
<tr>
<td>(2 PEOPLE AT 8 HOURS EACH)</td>
<td></td>
</tr>
<tr>
<td>HOUSE MANAGER/USHERS</td>
<td>$100</td>
</tr>
<tr>
<td>PARKING SERVICES</td>
<td>$100</td>
</tr>
<tr>
<td>JANITOR</td>
<td>$125</td>
</tr>
<tr>
<td>FEM FEE</td>
<td>$0.50/ticket for tickets priced $12.00 or less</td>
</tr>
<tr>
<td></td>
<td>$1.00/ticket for tickets priced $12.01 or more</td>
</tr>
<tr>
<td>CONCESSIONS FEE</td>
<td>10% of Gross of all merchandise or concessions sold</td>
</tr>
</tbody>
</table>

**ESTIMATED TOTAL COSTS** $2,194.69
TOUR RESOURCE CONSULTANTS  
with  
SANTA BARBARA CITY COLLEGE  

AGREEMENT  
for  
FILM PRODUCTION AND INTERCULTURAL COMMUNICATION PROGRAM IN  
SPAIN & MOROCCO  
SUMMER, 2011  

WHEREAS, SANTA BARBARA COMMUNITY COLLEGE DISTRICT (hereinafter referred to as "District") requested a proposal for a Film Production and Intercultural Communication Program in Spain, and Morocco,  

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

1. DATES OF THIS AGREEMENT. This agreement shall be in effect from June 11, 2011, to July 4, 2011.  

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

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

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

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

1. OPERATION OF THE PROGRAM. Jointly, SBCC and TRC shall develop and operate the summer study abroad program in Spain & Morocco, with responsibilities assigned as follows:  

♦ The program begins and ends in Los Angeles.  

♦ Students are required to make all arrangements for transportation to and from the airport in Malaga, Spain if not traveling with the group. Students traveling independently
may meet up with the group at the airport in Malaga, Spain, to take group transportation.

♦ SBCC has no responsibility for students on the termination of the program, July 4, 2011.

2. SBCC:

SBCC shall select program director.

SBCC shall select and evaluate students for the program.

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

SBCC shall conduct pre-departure briefings for students.

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

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

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

3. TRC agrees to the following:

TRC shall assign a tour coordinator in Granada, Spain, to coordinate instruction, organize field trips, assist the faculty and interface between students and the host university and do all possible to make the program a success, at no extra cost.

TRC shall arrange field excursions to areas of cultural or historic interest. All field trips to include a bilingual tour guide.
PROGRAM ITINERARY:

Day 1 – Saturday, June 11: Depart  [ - / - / - ]
Los Angeles for Malaga, Spain
Transfer on own to Los Angeles Airport for connecting flight to Malaga, Spain.

Day 2 – Sunday, June 12: Arrive  [ - / - / D ]
Malaga – Transfer to Granada
Arrive Malaga Airport and meet local TRC representative who will provide a motor coach transfer to the Granada center city hotel for a fourteen-night stay. The suggested property is the Hotel Navas; a three-star property located a short walk from the University of Granada.

Days 3-7 – Monday-Friday, June 13-17: Granada – Tour
Breakfast at hotel. Usage of meeting room University of Granada for four hours today, 8:00am-1:00pm, including data projector and LCD screen. Afternoon sightseeing tour of Granada, including motor coach and guide, and admission to Alhambra. A two-hour lecture on Spanish culture and civilization (exact topic to be announced) will be offered by a local expert to be held at during regular classroom hours at the University.

[T B / - / - ]

Day 8 – Saturday, June 18: Seville Excursion
Breakfast at hotel. A full-day excursion will be offered from Granada to Seville with private motor coach and guide. Sightseeing admissions will include the Alcazar and the Cathedral.

[T B / - / - ]

Day 9 – Sunday, June 19:
Granada
Breakfast at hotel. No services apart from accommodations and breakfast.

[T B / - / - ]

Day 10-14 – Monday-Friday, June 20-22: Granada
Breakfast at hotel. Usage of meeting room at University of Granada for four hours today, 8:00am-1:00pm, including data projector and LCD screen. The University will be closed for two days, June 23 and 24, for a student holiday. To make up for the missed instruction hours, a third hour of instruction will be added to each of the days of instruction.

[T B / - / D]

Day 15 – Saturday, June 25:
Granada
Breakfast at hotel. Walk to farewell dinner (to Spain) this evening.

[T B / - / D ]

Day 16 – Sunday, June 26:
Granada – Fez
Breakfast at hotel. Group transfers from Granada to Morocco, via private motor coach and ferry. Arrival in Tangier and transportation by motor coach to Fez. Upon arrival in Fez, check-in at the hotel and welcome
dinner.

Day 17 – Monday, June 27: Fez

Breakfast at hotel. The whole day will be devoted to the sightseeing of Fez, the oldest cultural and spiritual imperial city of Morocco, which was founded in 790 B.C by Moulay Idriss II. Visits include the Medieval Medina, the Medersas, the El Qaraouiyin Mosque and the Nejjarine fountain. Visit to the Arabian House to observe various craftsmen performing their work reminiscent of ancient techniques. Dinner at hotel.

Day 18 – Tuesday, June 28: Fez-Marrakesh

After breakfast, departure for Marrakesh stopping for lunch en route. Arrival in Marrakesh in the late afternoon or early evening. A two-hour lecture on Moroccan culture and civilization (exact topic to be announced) will be offered by a local expert, to be held in the evening in a meeting room at the hotel. Dinner at hotel.

Day 19 – Wednesday, June 29:

Marrakesh

Breakfast at hotel. The day will be devoted to the sightseeing of Marrakesh, the second oldest imperial city known as the "Pearl of the South" and home to the Saâdian tombs, the Koutoubia Mosque, the Bahia Palace and the Menara Garden. In the afternoon, exploration of the souks and the world's famous Djemaâ El Fna place with its various entertainments (story tellers, acrobats, snake-charmers, magicians, etc). Later on, a Dîfâ Fantasia dinner will be provided under caïdal tents at the famed "Chez Ali" restaurant.

Day 20 – Thursday, June 30:

Marrakesh- Ouarzazate

Breakfast at hotel and departure for Ouarzazate. Stop - en route - in Aït-Ben-Haddou with its impressive historical center (UNESCO World Heritage Site). Visit to popular film sights (numerous movies were produced here such as Lawrence of Arabia, Last Temptation of Christ, The Mummy, Gladiator, Alexander and many more). Arrival at Ouarzazate in the early afternoon. Visit to Atlas Film Studios (provided there are no productions going on at time of visit). Check in at hotel for one evening. Dinner on own.

Day 21 – Friday, July 1:

Ouarzazate – Casablanca

Breakfast at hotel. Early morning departure for Casablanca. Free time for lunch (on own) and afternoon sightseeing tour of Casablanca, the economic capital of Morocco. This will include an exterior visit of the Hassan II Great Mosque, one of the Islamic world’s greatest monuments, followed by a visit of the Place Mohammed V, the United Nations Square, and the surroundings of the Royal Palace before checking in into the hotel for last night in Morocco. A farewell dinner will be included this evening.
Day 22 – Saturday, July 2: Casablanca – Rabat – Tangier
[ B / - / D ]
Visit to the administrative capital of Morocco and the splendid Mohamed V Mausoleum, the Hassan Tower and Place des Oudayas.

Day 23 – Sunday, July 3: Tangier – Malaga
After breakfast, transfer to the port to catch the ferry back to Tarifa, Spain. Upon arrival in Tarifa travel to Malaga by private motor coach. Upon arrival in Malaga, check in at the hotel.

Day 24 – Monday, July 4: Malaga – Los Angeles [ B / - / - ]
After breakfast, transfer to Malaga’s International airport for return flight to Los Angeles and assistance with the boarding formalities.

PRICES & CONDITIONS
Prices are based on double room occupancy in hotel and a minimum of 20 paying participants.

Pricing is based on current exchange rates (as of October 2010), $1.00 USD = .717 euros and 8.62 Moroccan dirhams, and is subject to change.

Price per person: Land Only
Price p. Pers., w/min. of 20 payers + 1 free: $2680*
Price p. Pers., w/min. of 25 payers + 1 free: $2480*
Price p. Pers., w/min. of 30 payers + 1 free: $2380*

Single Supplement: Please add $825

*Includes SBCC administrative fee of $150.00 to be returned to the District upon start of the program.
THE LAND PROGRAM PRICE INCLUDES FOR EACH STUDENT

22 nights hotel accommodations at the suggested centrally located three- and four-star properties below:

<table>
<thead>
<tr>
<th>Hotel Name</th>
<th>Location</th>
<th>Dates</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hotel Navas 3*</td>
<td>Granada</td>
<td>June 12-26</td>
<td>14</td>
</tr>
<tr>
<td>Hotel Menzah</td>
<td>Fez</td>
<td>June 26-28</td>
<td>2</td>
</tr>
<tr>
<td>Zalagh 4*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hotel Myriem’s 4*</td>
<td>Marrakesh</td>
<td>June 28-30</td>
<td>2</td>
</tr>
<tr>
<td>Hotel Ibis</td>
<td>Ouarzazate</td>
<td>June 30-July 1</td>
<td>1</td>
</tr>
<tr>
<td>Moussafir 3*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Hotel &amp; Spa 4*</td>
<td>Casablanca</td>
<td>July 1-2</td>
<td>1</td>
</tr>
<tr>
<td>Hotel Intercontinental</td>
<td>Tangier</td>
<td>July 2-3</td>
<td>1</td>
</tr>
<tr>
<td>Hotel Natalie 3*</td>
<td>Torremolinos</td>
<td>July 3-4</td>
<td>1</td>
</tr>
</tbody>
</table>

- 29 Meals: 22 breakfasts (primarily buffet) and 7 dinners.
- All sightseeing and admissions, including guides as noted, on itinerary.
- Local host to assist with arrival, hotel check-in, get acquainted dinner and first day of class at University of Granada.
- Professional tour manager to accompany group from arrival until departure in Morocco.
- All transfers as listed on itinerary via private motor coach.
- Ferry transfer from Spain to Morocco.
- Camel ride while in Marrakesh (10-15 minutes per student)
- TravelGuard Travel Insurance. This insurance policy covers travel delay, missed connection, baggage and personal effects loss, baggage delay, medical expenses and emergency medical transportation. Additional optional cancellation insurance available at an additional cost.

THE PROGRAM PRICE INCLUDES FOR SBCC••

1. Travel and accommodation arrangements for 1 instructor with a minimum of 20 students. All land services for 1 instructor included. While in Granada, the SBCC instructor will be accommodated in a private 1-bedroom apartment near the University (space is not held prior
to materialization)** While in Morocco the program director will be accommodated in the group hotel (single occupancy).

** A total of 700 euros has been budgeted for the program director's apartment. Upon materialization of the program, there may be an increase in this cost depending on availability of apartment rentals at that time. Apartment is 10-15 minutes walking from the group hotel.

2. Round-trip airfare for 1 instructor on suggested airfare and routing, Los Angeles/Malaga, Malaga/Los Angeles (pricing subject to change until booked – current cost: $1720.00).

<table>
<thead>
<tr>
<th>Depart - Jun 11 - 8:30am</th>
<th>Delta 106</th>
</tr>
</thead>
<tbody>
<tr>
<td>Los Angeles (LAX)</td>
<td>Class: U</td>
</tr>
<tr>
<td>Arrive - Jun 11 - 5:05pm</td>
<td>FBC: UHWNR8</td>
</tr>
<tr>
<td>New York (JFK)</td>
<td></td>
</tr>
<tr>
<td>... connection time: 2 hours 5 minutes ...</td>
<td></td>
</tr>
<tr>
<td>Depart - Jun 11 - 7:10pm</td>
<td>Delta 162</td>
</tr>
<tr>
<td>New York (JFK)</td>
<td>Class: U</td>
</tr>
<tr>
<td>Arrive - Jun 12 - 9:00am</td>
<td>FBC: UHWNR8</td>
</tr>
<tr>
<td>Malaga (AGP)</td>
<td></td>
</tr>
<tr>
<td>Depart - Jul 04 - 10:35am</td>
<td>Delta 163</td>
</tr>
<tr>
<td>Malaga (AGP)</td>
<td>Class: L</td>
</tr>
<tr>
<td>Arrive - Jul 04 - 7:35pm</td>
<td>FBC: LHXNR5</td>
</tr>
<tr>
<td>Atlanta (ATL)</td>
<td></td>
</tr>
<tr>
<td>... connection time: 1 hour 10 minutes ...</td>
<td></td>
</tr>
<tr>
<td>Depart - Jul 04 - 8:45pm</td>
<td>Delta 2355</td>
</tr>
<tr>
<td>Atlanta (ATL)</td>
<td>Class: L</td>
</tr>
<tr>
<td>Arrive - Jul 04 - 10:30pm</td>
<td>FBC: LHXNR5</td>
</tr>
<tr>
<td>Los Angeles (LAX)</td>
<td></td>
</tr>
</tbody>
</table>

3. Usage of meeting room at the University of Granada for 3 hours daily, 10:00 am-1:00 pm. This includes usage of data projector and LCD screen as noted on itinerary (for eight days due to student holiday on June 23 and 24).

4. Lecturers to be arranged in Granada and Morocco as noted on itinerary.

CANCELLATION AND REFUND POLICY.

THE DISTRICT will provide TRC with periodic enrollment updates throughout the spring and will confirm the final number of students by May 1st. THE DISTRICT reserves the right to cancel the program if the number of applications is below 20 on April 15, 2011.

Should the US State Department issue a travel warning before the starting date of the program, advising American citizens not to travel to Spain or Morocco or any other country students are scheduled to travel to as part of the program, THE DISTRICT will immediately advise TRC to cancel travel to the country for which a travel warning has been issued. In this
case, TRC and the DISTRICT will make every possible attempt to modify the program itinerary to offer students the opportunity to visit alternate destinations within the country, for which no travel warning has been issued. If it is impossible to modify the itinerary, the DISTRICT will advise TRC to cancel the program. In this case, TRC will refund all program fees except for non-refundable deposits made to third party providers to THE DISTRICT. THE DISTRICT will refund the program fee minus the non-refundable housing to all students on the program. Should a travel warning be issued by the US State Department after the program start date, TRC will make reasonable efforts to get refunds from third parties for costs not yet incurred and will refund whatever balance it receives.

NO MODIFICATION OF AGREEMENT.

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

NOTICES.

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

Mr. Jim Froggatt
Tour Resource Consultants
8090 La Mesa Boulevard, Suite 105
La Mesa, CA 91941

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

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

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

SANTA BARBARA CITY COLLEGE

Title: __________________________  Title: __________________________
Date: __________________________  Date: __________________________
Change Order #: 15  
March 7, 2011

DSA File #: 42-C2
Application # 03-110285

---

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. Reroute Vent in Scene Shop, per CP # 491 and COR #1.238  
   Requested by: Owner  
   Compensable Contract Day Change: 0  
   Reason: Reroute a 2" vent pipe from the old mechanical well (new mezzanine storage room 308 raised subfloor) to the new mechanical well above the scene shop, through the new wall at K-line. Work was performed on a time-and-materials basis.  
   Add: $ 444.00

2. Added Toilet Accessories. per CP # 002 and COR #1.239  
   Requested by: Owner  
   Compensable Contract Day Change: 0  
   Reason: Provide and install toilet accessories not addressed on the drawings. The Dressing Room (Room # 129A) lacks elevations details (See RFI 1.009) and does not provide any keynotes referencing the three grab bars, shower seat, toilet paper dispenser, and the mirror above the sink. The East Women's Restroom (Room 3161) does not provide any keynotes referencing the side mounted grab bars in the far right stall of Elevation A. The West Women's Restroom (Room #131) does not provide any keynotes referencing the side mounted grab bars in the second from the left of Elevation D.  
   Add: $ 3,108.00

3. Reroute Feeders ATS & MS, per CP # 463 and COR #1.240  
   Requested by: Owner  
   Compensable Contract Day Change: 0  
   Reason: Costs to intercept, reroute and reconnect feeders between the main switch gear panel MS and the auto-transfer switch at the emergency generator. These feeders were not shown on the drawings, yet ran surface-mounted across the new North Storage addition and shotcrete wall panel. They are being rerouted around this new construction.  
   Add: $ 8,729.00

---

Item 6.1=mn  
Page 1 of 5  
3/24/11
4. Exterior Speaker Wire/Raceway, per CP # 476 and COR #1.241
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Provide and install CAT-6 cable from select exterior locations to the IDF panel in Room
   111, including raceways and back boxes. System devices, terminations and integration are by
   others. Reference RFP 1.024, dated December 3, 2010 and Field Work Directive 1.210, dated
   December 3, 2010.
   Add: $ 17,587.00

5. Ledger Angles Line H-J & 6-8, per CP # 126 and COR #1.242
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Install angles for Walkway 211 at Lines H-J & 6-8. Reference FWD 1.189, dated August
   Add: $ 1,188.00

6. TM Dowels @ 1 Line Perp. S W, per CP # 212 and COR #1.243
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Drill and install dowels at perpendicular stair well wall at 1 Line. Dowels were not shown
   Add: $ 947.00

7. Roof Rafter Demo/Splice W18, per CP # 266R1 and COR #1.245
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Demo / splice roof rafter W18 connection at 1 & 6 Lines. Reference RFI 1.493, dated
   February 26, 2010, with Sketches SK-S103 and SK-S104, dated March 2, 2010; and RFI 1.514,
   dated March 24, 2010. This revised pricing consolidates similar work under CP 29010- 304 in this
   Cost Proposal.
   Add: $ 3,664.00

8. Misc. Drywall Abatement, per CP # 378 and COR #1.246
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Perform miscellaneous drywall abatement in Rooms/Corridors 107, 113, 114, 144, and
   Jurkowitz Control Room. Reference FWD 1.183, dated August 31, 2010. This abatement is
   associated with extra work under Cost Proposals 2901-181, -313, -361, and -305. Total time-and-
   materials cost for this work is $26,325.00.
   Add: $ 25,377.00
9. Flashing @ (E) Duct Penetration, per CP # 489 and COR #1.247
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Provide and install flashing around existing duct penetrations through the roof. The existing flashing was removed as part of the re-roofing efforts. This new flashing was originally part of RFP 1.011/CP 29010-194 (Replace Existing Rooftop HVAC Duct), which was canceled by the District. However, this flashing is still required to provide a weather-tight installation. Pricing includes an add-alternate to guarantee the installation.
   Add: $ 5,839.00

10. Added Panels in DR RM 111, per CP # 540 and COR #1.249
    Requested by: Owner
    Compensable Contract Day Change: 0
    Reason: Provide a panel enclosure for terminal punch-down blocks in room 111, and gutter between the new panel and data rack. This area is in a public access location, and the District deemed it necessary to protect/cover the terminations from public access. Reference RFI 11079, dated January 18, 2011.
    Add: $ 5,466.00

11. Scene Shop Area Outlets, per CP # 360R1 and COR #1.250
    Requested by: Owner
    Compensable Contract Day Change: 0
    Reason: Install shop equipment and office outlets in the Scene Shop Area, routing conduits at the floor, not overhead. Reference RFI 1.430, dated December 21, 2009; RFI 1.511, dated March 5, 2010; RFI 1.590, dated April 7, 2010; RFI 1.914, dated October 7, 2010; RFI 1.915, dated October 7, 2010; RFI 1.916, dated October 7, 2010; and Sketches SKE-01, -02 and -03 Sheet E3.2, dated September 3, 2010; SKE-01 with note added September 24, 2010; SKE-01 modified by Blum Electric March 2, 2011; Blum Electric floor cuts February 25, 2011; and partial Drawing M2.1-N.
    Add: $ 57,697.00

12. Struct Engr's Field Report, per CP # 084R1 and COR #1.251
    Requested by: Owner
    Compensable Contract Day Change: 0
    Reason: Make changes to structural systems as described in the structural engineer's Field Report #1, dated August 28, 2009. This proposal covers costs under the Report's item 2, with the exception of CMU demo, which is covered under CP29010-105. Items 3, 4 and 9 of the Field Report are excluded because they are covered under separate cost proposals. All other items are not applicable, as they are discussion/clarification points only. R1 pricing has been updated to include the demo/rebuild of (e)concrete, deck and steel, as well as updated subcontractors, and increases in labor and materials costs.
    Add: $ 18,000.00
13. Modify Light Loft Steel, per CP # 294 and COR #1.252
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Modify the light loft steel as directed in the attached RFI #1.602 & 1.852 and Sketch
   #SK-S147 & SK-ASI-A064, which are hereby incorporated into this cost proposal.
   Add: $8,929.00

14. Furr/GWB Struct. Door Frame, per CP # 201R2 and COR #1.253
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Install metal stud framing and drywall at Rooms 101, 105 and 126 around steel tube
   head, beam and jamb. Reference RFI 1.185, dated August 3, 2009, 1.634, dated May 27, 2010,
   and 1.790, dated July 27, 2010. This supersedes CP 29010-201. We hereby withdraw CP 29010-
   201.
   Add: $8,505.00

15. Seismic Joints for Plumbing, per CP # 483 and COR #1.254
   Requested by: Owner
   Compensable Contract Day Change: 0
   Reason: Provide flexible couplings across building seismic joints for plumbing lines including
   existing lines. Reference RFI 11005, dated November 24, 2010 and RFI 11005A, dated
   Add: $7,637.00

Total Cost of This Change Order: Add: $173,117.00

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>
</tr>
</thead>
<tbody>
<tr>
<td>The original Contract Sum was</td>
<td>$10,874,000.00</td>
</tr>
<tr>
<td>Net change by previously authorized change orders</td>
<td>$3,296,388.00</td>
</tr>
<tr>
<td>The contract sum prior to this Change Order was</td>
<td>$14,170,388.00</td>
</tr>
<tr>
<td>The contract sum will be increased by this change order by.</td>
<td>$173,117.00</td>
</tr>
<tr>
<td>The new contract sum including this change order will be.</td>
<td>$14,343,505.00</td>
</tr>
<tr>
<td>The original contract time was</td>
<td>396 calendar days</td>
</tr>
<tr>
<td>The original date of substantial completion was</td>
<td>July 14, 2010</td>
</tr>
<tr>
<td>Net change by previously authorized change orders</td>
<td>0 calendar days</td>
</tr>
<tr>
<td>The contract time prior to this change order was</td>
<td>396 calendar days</td>
</tr>
<tr>
<td>The contract time will be changed by this change order.</td>
<td>0 calendar days</td>
</tr>
<tr>
<td>The new contract time including this change order will be.</td>
<td></td>
</tr>
<tr>
<td>The date of substantial completion as of the date of this change order is</td>
<td>July 14, 2010</td>
</tr>
</tbody>
</table>

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

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

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

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

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

(space for DSA approval stamp)
Change Order #: 2 – Bid Package #2
March 07, 2011

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
295 North Blosser Rd.
Santa Maria, CA 93458

The Contract is changed as follows:

1. New A/V Racks, per CP #29021-001 and COR #3.001
   Requested by: Owner
   Compensable Contract Day Change: 0
   Add: $ 6,990.00

Total Cost of This Change Order: Add: 6,990.00

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/Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>The original Contract Sum was</td>
<td>$889,000.00</td>
</tr>
<tr>
<td>Net change by previously authorized change orders</td>
<td>($159,000.00)</td>
</tr>
<tr>
<td>The contract sum prior to this Change Order was.</td>
<td>$730,000.00</td>
</tr>
<tr>
<td>The contract sum will be increased by this change order by</td>
<td>6,990.00</td>
</tr>
<tr>
<td>The new contract sum including this change order will be.</td>
<td>$736,990.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>The original contract time was</td>
<td>396 calendar days</td>
</tr>
<tr>
<td>The original date of substantial completion was</td>
<td>July 14, 2010</td>
</tr>
<tr>
<td>Net change by previously authorized change orders</td>
<td>0 calendar days</td>
</tr>
<tr>
<td>The contract time prior to this change order was</td>
<td>396 calendar days</td>
</tr>
<tr>
<td>The contract time will be changed by this change order</td>
<td>0 calendar days</td>
</tr>
<tr>
<td>The new contract time including this change order will be.</td>
<td>calendar days</td>
</tr>
<tr>
<td>The date of substantial completion as of the date of this change order is...</td>
<td>July 14, 2010</td>
</tr>
</tbody>
</table>

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

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

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

Construction Manager  
GKK Works  
C/O Santa Barbara City College  
3000 Campus Hill Drive  
Livermore, CA 94551  
Date: 

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

(space for DSA approval stamp)
Change Order #: 2 - Bid package #3
March 07, 2011

Project: Drama/Music Building Modernization
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109

Architects:
5567 Reseda Blvd, Suite 209
Tarzana, CA 91356

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

The Contract is changed as follows:

1. Power & Batten, Per CP # 004R2 and COR #3.002
   Requested by: Owner
   Reason: Provide power and mounting batten for Owner-salvaged, Owner-installed light fixtures, to be installed in the paint pit area per RFI 1.567, dated April 21, 2010. R2 pricing has been updated to reflect costs of batten installation from another subcontractor. You will recall that the District took exception to LVH's pricing and demanded detailed backup/justification for submitted costs. LVH responded by withdrawing their pricing citing the lack of design details to enable them to give the District the detailed pricing demanded. Our steel subcontractor, CMW, has submitted costs on their best guess on batten requirements, reflected in their price. Note also that the batten will be lower than shown on the RFI response due to interfering HVAC ducts, conduits, plumbing and fire sprinkler lines.
   
   Add: $ 16,601.00

2. Light Pipe Supports, Per CP # 008 and COR #3.003
   Requested by: Owner
   Reason: Provide and install light pipe supports to Jurkowitz theater plug strips in accordance with RFP 3.001, dated October 26, 2010 and RFI 3.012, dated March 31, 2010.

   Add: $ 2,864.00

Total Cost of This Change Order: $ 19,665.00

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>
</tr>
</thead>
<tbody>
<tr>
<td>The original Contract Sum was</td>
<td>$3,279,000.00</td>
</tr>
<tr>
<td>Net change by previously authorized change orders</td>
<td>($22,869.00)</td>
</tr>
<tr>
<td>The contract sum prior to this Change Order was</td>
<td>$3,279,000.00</td>
</tr>
<tr>
<td>The contract sum will be increased by this change order by</td>
<td>$19,665.00</td>
</tr>
<tr>
<td>The new contract sum including this change order will be</td>
<td>$3,275,796.00</td>
</tr>
<tr>
<td>The original contract time was</td>
<td>396 calendar days</td>
</tr>
<tr>
<td>The original date of substantial completion was</td>
<td>July 14, 2010</td>
</tr>
<tr>
<td>Net change by previously authorized change orders</td>
<td>0 calendar days</td>
</tr>
<tr>
<td>The contract time prior to this change order was</td>
<td>396 calendar days</td>
</tr>
<tr>
<td>The contract time will be changed by this change order</td>
<td>0 calendar days</td>
</tr>
<tr>
<td>The new contract time including this change order will be</td>
<td>calendar days</td>
</tr>
<tr>
<td>The date of substantial completion as of the date of this change order is</td>
<td>July 14, 2010</td>
</tr>
</tbody>
</table>

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

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

Contractor: Diani Building Corporation.  
200 Parr Blvd.  
Richmond, CA 94801  

Construction Manager  
GKK Works  
C/O Santa Barbara City College  
3000 Campus Hill Drive  
Livermore, CA 94551  

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

(space for DSA approval stamp)
**SANTA BARBARA COMMUNITY COLLEGE DISTRICT**

**BID TABULATION**

**Project:** OAK RESTORATION VIDEO SURVEILLANCE PROJECT  
**Bid:** #667

**Date:** Tuesday, March 8, 2011  
**Time:** 3:00 p.m.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Alternate #1</th>
<th>Addendum Ack.</th>
<th>Bid Bond</th>
<th>Sub Contractor List</th>
<th>Contractor Licensing Statement</th>
<th>Experience Statement</th>
<th>Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smith Electric</td>
<td>$107,435.60</td>
<td>$16,276</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Newton Construction</td>
<td>$84,000.00</td>
<td>$14,000</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>CSI Electric Inc</td>
<td>$80,980.00</td>
<td>$7,800</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

**Bid Opened by:** Kara Pizano

**Bid Opening Attended by:** Chris Miller, James Dixon, Dan Kozich
**SANTA BARBARA COMMUNITY COLLEGE DISTRICT**

**BID TABULATION**

**BID #668**

**Project:** ESL BUILDING ROOF REPAIRS AND RESTORATION  
**Date:** Friday, March 18, 2011  
**Time:** 3:00 p.m.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Addendum #1</th>
<th>Bid Bond</th>
<th>Sub Contractor List</th>
<th>Contractor Licensing Statement</th>
<th>Experience Statement</th>
<th>MBE/WBE</th>
<th>Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Channel Islands Roofing</td>
<td>$49,117.00</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>N/A</td>
<td>X</td>
</tr>
<tr>
<td>Craig Roof Company</td>
<td>$52,469.00</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>N/A</td>
<td>X</td>
</tr>
<tr>
<td>Derrick's Roofing</td>
<td>$100,000.00</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>N/A</td>
<td>X</td>
</tr>
</tbody>
</table>

**Bid Opened by:** Kara Pizano

**Bid Opening Attended by:** Mark Davin, Kevin Derrick, Steve Massetti, Chris Miller  
**Copies Sent to:** Steve Massetti, Michelle Dungao, James Dixon, Joe Sullivan
03 March 2011
14 March 2011 (revised)

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

Attn: Mr. James Dixon, Construction Oversight Manager, URS Program Management Team

Re: Learning Resources Center (LRC) fee proposal to complete remodeling construction documents for bidding purposes and DSA approval.

Dear Mr. Dixon,

Per your request I have reviewed our fee proposal previously sent to see if I can reduce the amount. Below you will see a reduction in fees however I feel it is important to maintain the design development phase. It should give us the opportunity to determine if there are any complicating factors currently unknown before proceeding into construction documents which are by nature less flexible when incorporating major changes.

The scope of design services is based on the cost estimate produced by Jacobus and Yung, Inc. dated June 18, 2010.

I understand that the total construction budget totals $783,858 which is comprised of the construction budget of $691,569 and the furniture budget of $92,289.

Per your direction, Schematic Floor Plan Option C dated 08 June 2007 will be followed for the hard construction (wall locations) and Option D dated 22 June 2007 for the furniture layout.

The goal is for construction to begin after the end of the spring 2012 semester with completion by the start of the fall 2012 semester. I am available to begin design services in mid April of 2011.

SCREPE OF WORK

- **Design Development Phase:** A Design Development phase is included in the scope of work because I feel it is necessary to allow time to review the BKM designed/specified computer furniture for accurate layout within the space, coordination with electrical and communications systems, review of ADA accessibility requirements and coordination of connection details from the computer stations to the access floor. I have also included time to review the computer furniture design with SBCC IT staff. The Design Development Phase will also allow time for the
structural engineer and the electrical engineer to provide input prior to beginning Construction Documents.

Design Development drawings (plans, sections, details) and outline specifications will be prepared for review by the College. The outline specifications will be presented in CSI format.

- **Construction Documentation Phase:** Based upon the approval of the Design Development package by the College, KBZ will provide Construction Documents services outlined herein. Authorization from the College will come in the form of a letter accepting the Design Development phase.

Construction Drawings and Specifications: The plans and sections utilized during the Design Development phase will be updated and refined as required for inclusion in the Construction Documents. The specifications (excluding the furniture to be supplied by BKM) will be written so as to enable the documents to be competitively bid.

DSA review and approval.

Color and materials selection for both the interior building finishes and the furniture selection. Options will be presented and then narrowed down for final selection.

Design of signage to meet DSA requirements.

Electrical Engineering services are included per the scope outlined in the cost estimate.

Structural Engineering services will be provided to include details for new wall framing, modifications to the existing suspended ceiling, attachment of audio visual equipment and seismic bracing details for pendant light fixtures.

Specification for duct cleaning.

Relocation of a minor number of mechanical registers.

Fire Sprinkler redesign only in areas affected by new room layouts. Approval by DSA of this work is required.

Drawings will be completed in AutoCAD, release 2010.

- **Bidding:** The project will be bid to General Contractors and managed by the College with distribution of information to bidders handled directly by the College. KBZ will provide clarifications of construction documents (RFI's) and issuance of Addenda to the College.

- **Construction Administration:** The award of contract signifies the beginning of the Construction Phase services.
General Coordination: KBZ will provide clarification, information and answers to questions during the construction period. I have assumed weekly construction meetings will held.

Construction Observation: Site visits to observe the performance of the work in accordance to the Construction Documents.

Submittal Review: KBZ will review submittals and shop drawings for all systems and equipment to assure compliance with the Construction Documents.

Construction Change documentation will be provided as required to clarify the Construction Documents.

A punch list will be provided.

ASSUMPTIONS

This proposal assumes that the existing access floor is acceptable to DSA. Any design work related to the access floor system will be considered additional services and will be billed at an hourly basis per the attached rate sheet.

It is also assumed that the furniture design/specification provided by BKM is acceptable to the College and meets requirements for DSA approval. Redesign or revising of the furniture specification is not included in the scope of work. Furniture will be specified by BKM for direct purchase. I am assuming that the furniture will not go out to bid.

I have assumed that all past construction affecting DSA approval for this project has been closed with DSA certification.

The following areas and systems are not included in our scope of work:

- Mechanical Engineering.
- Plumbing.
- Emergency paging or other life-safety or fire alarm systems.
- Security Systems.
- Cost estimating.
- As-Built documentation.
- LEED Certification.
- Re-design or major reconfiguration of the fire sprinkler system.
BASIS OF COMPENSATION

Compensation for design services indicated in this Agreement will be on a lump sum basis.

Architectural:

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Development</td>
<td>$15,287</td>
</tr>
<tr>
<td>Construction Documents</td>
<td>$24,271</td>
</tr>
<tr>
<td>Bidding</td>
<td>$2,185</td>
</tr>
<tr>
<td>Construction Administration</td>
<td>$8,735</td>
</tr>
</tbody>
</table>

Structural: $3,400

Electrical: $10,625

Fire Protection Engineering: $2,125

Total: $66,628

If design services for Communications Engineering is requested, an additional fee of $6,375 will be added to the total fee.

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 the terms of this fee proposal and the enclosed AIA Document B152 2007 are acceptable, please sign the last page of the AIA document and return one copy for our records. I look forward to working with you and seeing this project through to completion.

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

Sincerely,

[Signature]

Dawn Sophia Ziemer

KRUGER BENSEN ZIEMER ARCHITECTS, INC.

Enclosed: AIA Document B152 2007
           KBZ Rate Sheet
           Certificate of Liability Insurance
AGREEMENT made as of the 14 day of March in the year 2011
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

Krueger Benson Ziemer Architects, Inc.
30 W. Arrellaga Street
Santa Barbara, CA 93101

for the following Project:
(Name, location and detailed description)

Interior upgrade of the Learning Resource Center per the attached fee proposal dated 14 March 2011. (Revised)

The Owner and Architect agree as follows.
TABLE OF ARTICLES

1  INITIAL INFORMATION
2  ARCHITECT'S RESPONSIBILITIES
3  SCOPE OF ARCHITECTURAL INTERIOR DESIGN SERVICES
4  ADDITIONAL SERVICES
5  OWNER'S RESPONSIBILITIES
6  COST OF THE WORK
7  COPYRIGHTS AND LICENSES
8  CLAIMS AND DISPUTES
9  TERMINATION OR SUSPENSION
10 MISCELLANEOUS PROVISIONS
11 COMPENSATION
12 SPECIAL TERMS AND CONDITIONS
13 SCOPE OF THE AGREEMENT

ARTICLE 1  INITIAL INFORMATION
The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services. (List below information that will affect the Architect's performance, including the Owner's Budget for the Cost of the Work, and the Owner's anticipated dates for commencement of construction and Substantial Completion.)

Scope of work is based on cost estimate produced by Jacobus Yuang, Inc. dated June 18, 2010.

ARTICLE 2  ARCHITECT'S RESPONSIBILITIES
§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not (1) accept trade discounts; (2) have a significant financial interest; or (3) undertake any activity or employment or accept any contribution if it would reasonably appear that such activity, employment, interest or contribution could compromise the Architect's professional judgment.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost. See attached Certificate of Liability Insurance dated 12/29/10.
ARTICLE 3 SCOPE OF ARCHITECTURAL INTERIOR DESIGN SERVICES
§ 3.1 The Architect shall manage and administer the Architectural Interior Design Services. The Architect shall consult with the Owner, research applicable criteria, attend Project meetings, communicate with members of the Project team. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 3.3 The Architect shall submit documents to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely upon approvals received from the Owner to complete the Architectural Interior Design Services.

§ 3.7 DESIGN DEVELOPMENT PHASE SERVICES
§ 3.7.1 Based on the approved Schematic Design, the Architect shall prepare and present, for approval by the Owner, Design Development Documents, which shall consist of drawings and other documents describing the size and character of the interior construction of the Project.

§ 3.7.3 The Architect shall illustrate the architectural and decorative character of the Project. Such illustrations may include drawings, plans, elevations, sections and photographs, and samples of actual materials, colors and finishes.

§ 3.8 CONTRACT DOCUMENTS PHASE SERVICES
§ 3.8.1 Based on the approved Design Development Documents and other documents including schedule and estimate of the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe further development of the approved Design Development Documents and shall consist of Drawings, Specifications and other documents required to describe the interior construction necessary for the Project.

§ 3.8.2 The Contract Documents shall include plans, elevations, sections, details and specifications required to describe the interior construction work.

§ 3.8.4 The Architect shall assist the Owner in the preparation of the necessary Bidding Documents.

§ 3.8.5 The Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.9 BIDDING PHASE SERVICES
§ 3.9.2 The Architect shall assist the Owner in obtaining competitive bids for construction.

§ 3.9.3 Bidding Documents shall consist of bidding requirements and the proposed Contract Documents.

§ 3.9.5 The Architect shall prepare written responses to questions from prospective contractors and vendors and provide written clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.9.6 The Architect shall assist the Owner in reviewing bids and quotations.
§ 3.10 CONSTRUCTION PHASE SERVICES

§ 3.10.1 GENERAL

(Paragraph deleted)

§ 3.10.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Agreement unless otherwise modified by written amendment. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, fabrication, procurement, shipment, delivery or installation, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.10.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.10.1.4 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.10.1.5 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of Drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both the Owner and Contractor, shall not show partiality to either, and shall be liable for the results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

(Paragraph deleted)

§ 3.10.2 EVALUATIONS OF THE WORK

§ 3.10.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor; and (2) defects and deficiencies observed in the Work.

§ 3.10.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.10.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.10.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.10.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) the results of subsequent tests and inspections; (3) the correction of minor deviations from the Contract Documents prior to final completion; and (4) specific qualifications expressed by the Architect.
§ 3.10.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures of construction, fabrication, procurement, shipment, delivery or installation; (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.10.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.10.4 SUBMITTALS
§ 3.10.4.1 The Architect shall review and approve the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.10.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformity with information given in the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures of construction, fabrication, transportation or installation. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.10.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.10.4.4 Subject to Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.10.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.10.5 CHANGES IN THE WORK
§ 3.10.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in Contract Sum or an extension of the Contract Time. Subject to Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.10.5.2 The Architect shall maintain records relative to Changes in the Work.

§ 3.10.6 CONSTRUCTION COMPLETION
§ 3.10.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract.
§ 3.10.8.2 The Architect's inspection shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.10.8.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.10.8.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

(Paragraphs deleted)

ARTICLE 4 ADDITIONAL SERVICES
(Paragraphs deleted)

§ 4.3 Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3, and an appropriate adjustment in the Architect's schedule.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES
(Paragraph deleted)

§ 5.2 The Owner shall be responsible for the relocation or removal of existing furniture, furnishings and equipment, and the contents from the facility.

§ 5.3 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.4 Except as otherwise provided in the Agreement, or when direct communications are expressly authorized in the Agreement, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

(Paragraph deleted)

§ 5.6 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, and the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.7 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.8 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site.
§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in the Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance appropriate to the services provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth herein. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

ARTICLE 8 COST OF THE WORK

§ 6.1 For purposes of the Agreement, the Cost of the Work shall be the total cost to the Owner to construct, purchase and install all elements of the Project designed or specified by the Architect and shall include contractors' and vendors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work shall be provided in Article 1, Initial Information. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by others represent the Owners judgment. It is recognized, however, that neither the Architect nor Owner has control over the cost of labor, materials, furniture, furnishings or equipment; over the Contractors' methods of determining bid prices; or over market conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or quotations will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to
authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect’s consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner’s use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect and the Architect’s consultants.

ARTICLE 8 CLAims AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to a resolution of the matter by mediation or arbitration.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement
(Paragraphs deleted)

§ 8.3 ARBITRATION
§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER
§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION
§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination, or at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses.

(Paragraph deleted)

§ 9.6 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction and A251–2007, General Conditions of the Contract for Furniture, Furnishings and Equipment, as appropriate.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute certificates reasonably required to facilitate assignment to a lender, the Architect shall execute all such certificates that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.
§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

(Paragraphs deleted)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Paragraphs deleted)

per attached LRC fee proposal.

(Paragraphs deleted)

(Paragraphs deleted)

(Paragraphs deleted)

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

(Paragraph deleted)

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

(Paragraphs deleted)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

(Paragraphs deleted)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

This Agreement entered into as of the day and year first written above.

__________________________________________
OWNER (Signature)

__________________________________________
(Dawn Sophia Ziemer)

(Printed name and title)

__________________________________________
(Signature)

Dawn Sophia Ziemer

(Printed name and title)
<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$ 425.00</td>
</tr>
<tr>
<td>Project Architect</td>
<td>$ 350.00</td>
</tr>
<tr>
<td>Project Manager/Designer</td>
<td>$ 335.00</td>
</tr>
<tr>
<td>Interior Designer</td>
<td>$ 265.00</td>
</tr>
<tr>
<td>CADD Operator/ Draftsperson</td>
<td>$ 210.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>$ 185.00</td>
</tr>
</tbody>
</table>

Reimbursable expenses will be billed at cost plus 15%.

Effective January 1st, 2011
# Certificate of Liability Insurance

**Certificate Information:**

- **ProducID:** OC Heffeman Prof. Practices
- **Producer:** 1855 W. Katalia Ave. #255
- **Orange CA 92867**
- **Phone:** 714-997-8100 **Fax:** 714-460-9935

**Insured:**

- **Name:** Keuffer Bensen Zimmer
- **Address:** 180 W. Arroyo As Santa Barbara, CA 93101

---

**Coversages:**

The Policies of Insurance listed below are issued to the Insured named above for the Policy Period indicated. Notwithstanding any Requirement, Term or Condition of any Contract or other Document with respect to which this Certificate may be issued or may pertain, the Insurance afforded by the Policies described herein is subject to all the Terms, Exclusions and Conditions of such Policies. Aggregate limits shown may have been reduced by Paid Claims.

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Expiration Date</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong> General Liability</td>
<td>2015056</td>
<td>06/01/10</td>
<td>06/01/11</td>
<td>Each Occurrence: $2,000,000</td>
</tr>
<tr>
<td><strong>X</strong> Commercial General Liability</td>
<td>2015056</td>
<td>06/01/10</td>
<td>06/01/11</td>
<td>Each Occurrence: $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Excess Umbrella Liability</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Claims Made: $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Occur: $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Deductible: $5,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Retention: $5,000</td>
</tr>
</tbody>
</table>

**B** Professional Liability

- **Name:** US Specialty Insurance Co.
- **Policy Number:** US8102159
- **Date:** 12/23/10 | 12/23/11 | 12/23/11 | Aggregate: $2,000,000

---

**Cancellation Notice:**

- Should any of the above described Policies be cancelled before the expiration date thereof, the Issuing Insurer will immediately mail 30 days written notice to the certificate holder named above.

**Evidence of Insurance:**

- **Acord 22 (2099-G1)**

The ACORD name and logo are registered marks of ACORD.
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Re:  INTERNAL BUDGET TRANSFERS - FISCAL YEAR 10-11

WHEREAS, the Santa Barbara City College District Board of Trustees on September 23, 2010, adopted a budget for the fiscal year; and

WHEREAS, routine budget transfers between major objects have been requested by department chairs to better meet changing fiscal needs;

NOW, THEREFORE, BE IT RESOLVED that budget transfers be made resulting in the net effect as shown:

<table>
<thead>
<tr>
<th>Description</th>
<th>Fund</th>
<th>Object</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund - Unrestricted</td>
<td>10000</td>
<td>100000-Academic Salaries</td>
<td>$10,009.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>10000</td>
<td>200000-Classified Salaries</td>
<td>$9,384.94</td>
<td></td>
</tr>
<tr>
<td></td>
<td>10000</td>
<td>300000-Employee Benefits</td>
<td>$624.06</td>
<td></td>
</tr>
<tr>
<td>Certified Nurses Aid Supplies, Printing and Duplicating</td>
<td>11000</td>
<td>400000-Supplies and Materials</td>
<td>$139.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>500000-Other Operating Expense</td>
<td>$139.00</td>
<td></td>
</tr>
<tr>
<td>Cosmetology Printing &amp; Duplicating</td>
<td>11000</td>
<td>200000-Classified Salaries</td>
<td>$1,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>400000-Supplies and Materials</td>
<td>$1,000.00</td>
<td></td>
</tr>
<tr>
<td>Drafting/CAD Repair By Vendor</td>
<td>11000</td>
<td>400000-Supplies and Materials</td>
<td>$919.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>500000-Other Operating Expense</td>
<td>$919.00</td>
<td></td>
</tr>
<tr>
<td>Dual Enrollment Classified Mileage Compensation</td>
<td>11000</td>
<td>100000-Academic Salaries</td>
<td>$100.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>200000-Classified Salaries</td>
<td>$100.00</td>
<td></td>
</tr>
<tr>
<td>Information Resources Division Support Supplies</td>
<td>11000</td>
<td>400000-Supplies and Materials</td>
<td>$2,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>500000-Other Operating Expense</td>
<td>$2,000.00</td>
<td></td>
</tr>
<tr>
<td>Legal Fees</td>
<td>11000</td>
<td>500000-Other Operating Expense</td>
<td>$22,804.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>790000-Contingencies</td>
<td>$22,804.00</td>
<td></td>
</tr>
<tr>
<td>Student Life Support Supplies</td>
<td>11000</td>
<td>200000-Classified Salaries</td>
<td>$500.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>400000-Supplies and Materials</td>
<td>$500.00</td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Fund</td>
<td>Object</td>
<td>Increase</td>
<td>Decrease</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
<td>--------</td>
<td>-------------------------------------</td>
<td>----------</td>
<td>-----------</td>
</tr>
<tr>
<td>Transfer Center Travel and Conference</td>
<td>11000</td>
<td>400000-Supplies and Materials</td>
<td></td>
<td>$29.25</td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>500000-Other Operating Expense</td>
<td></td>
<td>$29.25</td>
</tr>
<tr>
<td><strong>General Fund - Restricted</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Board Financial Assistance Contracts for FATV and Scholarship Software</td>
<td>12020</td>
<td>200000-Classified Salaries</td>
<td></td>
<td>$8,080.00</td>
</tr>
<tr>
<td></td>
<td>12020</td>
<td>400000-Supplies and Materials</td>
<td></td>
<td>$8,510.00</td>
</tr>
<tr>
<td></td>
<td>12020</td>
<td>500000-Other Operating Expense</td>
<td></td>
<td>$16,590.00</td>
</tr>
<tr>
<td>Douglas Fund Non Credit Advertising and Marketing for Rincon Broadcasting</td>
<td>12024</td>
<td>200000-Classified Salaries</td>
<td></td>
<td>$8,000.00</td>
</tr>
<tr>
<td></td>
<td>12024</td>
<td>500000-Other Operating Expense</td>
<td></td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Douglas Fund Non Credit Mileage for Increased Cost</td>
<td>12024</td>
<td>200000-Classified Salaries</td>
<td></td>
<td>$3,806.45</td>
</tr>
<tr>
<td></td>
<td>12024</td>
<td>500000-Other Operating Expense</td>
<td></td>
<td>$3,806.45</td>
</tr>
<tr>
<td>Non Credit Matriculation Backfill Benefit Increase</td>
<td>12051</td>
<td>200000-Classified Salaries</td>
<td></td>
<td>$3,806.45</td>
</tr>
<tr>
<td></td>
<td>12051</td>
<td>300000-Employee Benefits</td>
<td></td>
<td>$3,806.45</td>
</tr>
<tr>
<td>A.D.N. Workforce Hourly Student Salaries and Benefits Increase</td>
<td>12052</td>
<td>100000-Academic Salaries</td>
<td></td>
<td>$6,810.84</td>
</tr>
<tr>
<td></td>
<td>12052</td>
<td>200000-Classified Salaries</td>
<td></td>
<td>$5,661.85</td>
</tr>
<tr>
<td></td>
<td>12052</td>
<td>300000-Employee Benefits</td>
<td></td>
<td>$1,148.99</td>
</tr>
<tr>
<td>Non Credit Matriculation Adjunct Salaries and Benefits Increase</td>
<td>12185</td>
<td>100000-Academic Salaries</td>
<td></td>
<td>$7,362.53</td>
</tr>
<tr>
<td></td>
<td>12185</td>
<td>200000-Classified Salaries</td>
<td></td>
<td>$7,500.00</td>
</tr>
<tr>
<td></td>
<td>12185</td>
<td>300000-Employee Benefits</td>
<td></td>
<td>$137.47</td>
</tr>
<tr>
<td>NSF Mobile Media for Game Developer's Conference</td>
<td>12188</td>
<td>200000-Classified Salaries</td>
<td></td>
<td>$4,000.00</td>
</tr>
<tr>
<td></td>
<td>12188</td>
<td>500000-Other Operating Expense</td>
<td></td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Turner Foundation Teacher Ed to Purchase Computer</td>
<td>12255</td>
<td>500000-Other Operating Expense</td>
<td></td>
<td>$1,918.00</td>
</tr>
<tr>
<td></td>
<td>12255</td>
<td>600000-Capital Outlay</td>
<td></td>
<td>$1,918.00</td>
</tr>
<tr>
<td>Perkins Hourly Student Increase</td>
<td>12499</td>
<td>100000-Academic Salaries</td>
<td></td>
<td>$225.00</td>
</tr>
<tr>
<td></td>
<td>12499</td>
<td>200000-Classified Salaries</td>
<td></td>
<td>$2,406.30</td>
</tr>
<tr>
<td></td>
<td>12499</td>
<td>500000-Other Operating Expense</td>
<td></td>
<td>$500.00</td>
</tr>
<tr>
<td></td>
<td>12499</td>
<td>600000-Capital Outlay</td>
<td></td>
<td>$1,681.30</td>
</tr>
<tr>
<td>Description</td>
<td>Fund</td>
<td>Object</td>
<td>Increase</td>
<td>Decrease</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>------</td>
<td>-------------------------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>Perkins Instructional Supplies for Lynda.com License</td>
<td>12499</td>
<td>100000-Academic Salaries</td>
<td></td>
<td>$290.99</td>
</tr>
<tr>
<td></td>
<td>12499</td>
<td>480000-Supplies and Materials</td>
<td></td>
<td>$290.99</td>
</tr>
<tr>
<td><strong>Equipment Replacement Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chemistry - Melting Point Device</td>
<td>41000</td>
<td>640000-Capital Outlay</td>
<td>$800.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>41000</td>
<td>790000-Contingencies</td>
<td></td>
<td>$800.00</td>
</tr>
<tr>
<td><strong>Construction Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Set-Up East Campus Center Project Remodel</td>
<td>434500</td>
<td>620000-Construction Contracting</td>
<td>$8,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>434500</td>
<td>790000-Contingencies</td>
<td></td>
<td>$8,000.00</td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College
District this 24th of March 2011, by the following vote:

Ayes:
Noes:
Absent:
Concur:

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

RE: Additional Revenue 2010-2011

Resolution No. 33 (2010-11)

WHEREAS, additional revenue not included in the 2010-2011 Adoptive Budget has been received and needs to be appropriated, and

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

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

<table>
<thead>
<tr>
<th>Program</th>
<th>Fund</th>
<th>Revenue</th>
<th>Fund</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Object</td>
<td>Amount</td>
<td>Object</td>
</tr>
<tr>
<td>General Fund - Restricted</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aheran HCI</td>
<td>12002 Foundation Income</td>
<td>882000</td>
<td>$ 1,244</td>
<td>12002</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 1,800</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>200000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>300000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>500000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adult Basic ED ESL Grant</td>
<td>12010 State Basic Skills</td>
<td>861114</td>
<td>$ 13,145</td>
<td>12010</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 2,977</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>200000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>300000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>400000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>500000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Faculty Inquiry Network</td>
<td>12014 Local Income</td>
<td>889000</td>
<td>$ 9,250</td>
<td>12014</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 6,500</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>200000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>300000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>400000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Green Build Training Partnership</td>
<td>12027 State Revenue</td>
<td>869000</td>
<td>$(150,349)</td>
<td>12027</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$(35,631)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>200000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>300000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>400000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>500000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>700000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disabled Students Program</td>
<td>12064 Disabled Students Program</td>
<td>882128</td>
<td>$ 100,433</td>
<td>12064</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 28,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>200000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>300000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>400000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>500000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>600000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ESL Credit Dougan</td>
<td>12058 Foundation Income</td>
<td>882000</td>
<td>$ 10,457</td>
<td>12058</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 9,039</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>300000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial Aid Media Campaign</td>
<td>12098 Categorical Program</td>
<td>865000</td>
<td>$ 2,800,000</td>
<td>12098</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,800,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>500000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total New Money $2,754,180
PASSED AND ADOPTED BY THE Board of Trustees of the Santa Barbara
Community College District on the 24th day of March 2011, by the following vote:

Ayes:

Noes:

Absent:

Concur:

Dr. Andreea Serban
Superintendent/President and Secretary/
Clerk to the Board of Trustees
CLAIM FOR DAMAGES

1) Name of Claimant: JAMIE KROLL

Address: 

Telephones: Home: ____________ Business: ____________

2) Mailing address to which notices are to be sent:

C/O GERALD KROLL, ESQ.,
SANTA BARBARA, CA 93105

3) Date of Incident: October 25, 2010

Location of incident: SANTA BARBARA CITY COLLEGE,
EAST CAMPUS CAFETERIA

4) Describe the factual circumstances of the incident which are the basis for this claim: A coffee cup, full of hot coffee, spilled on me and I suffered scalding burns to left leg and ankle/foot.

5) Generally describe all injuries, damages or losses which you believe you have incurred as a result of the incident: Scald burn to left leg;ankle/foot; scarring and discoloration to left leg; loss of wages; pain and suffering; medical expenses.

6) State the name or names of any employee (if known) causing the damages that you are claiming:

7) State the names and addresses of any witnesses to the incident:

Unidentified cafeteria worker

8) Please indicate the dollar amount of all damages that you are claiming:

<table>
<thead>
<tr>
<th>Category</th>
<th>Incurred to date</th>
<th>Estimated in future</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenses for hospital/medical care</td>
<td>$4,900</td>
<td>$10,000 (approx)</td>
</tr>
<tr>
<td>Loss of earnings</td>
<td>$300 (approx.)</td>
<td></td>
</tr>
<tr>
<td>General damages</td>
<td>$250,000</td>
<td></td>
</tr>
<tr>
<td>Specific damages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special damages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$7,500</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

By: GERALD KROLL, ATTORNEY FOR CLAIMANT

Signature of Claimant or person acting on Behalf of Claimant

Date: 2/23/11

Administrative Services – Risk Management
721 Cliff Drive • Santa Barbara, California 93109-2394 • Phone (805) 965-0581 • Fax (805) 963-7222

Item 8.2
3/24/11