ORDER OF ELECTION
(Education Code Sections 5000, 5018, 5304, 5322)

RESOLUTION ORDERING GOVERNING BOARD MEMBER ELECTION
& NOTICE TO CONSOLIDATE

WHEREAS, the regular biennial election of governing board members is ordered by law pursuant to section 5000 of the
Education Code to fill offices of members of the governing board of Santa Barbara Community College District
School/Community College District of Santa Barbara County; and

WHEREAS, pursuant to Section 5340 of the Education Code, said election must be consolidated with any other school or
community college district governing board elections in the same area on the same day; and

WHEREAS, pursuant to section 10400 of the Elections Code, said election may be consolidated with other elections to be
held on the same day;

NOW, THEREFORE, BE IT RESOLVED that William J. Cirone, Santa Barbara County Superintendent of Schools, call the
election as ORDERED and in accordance with the designations contained in the following Specifications of the Election Order
made under the authority of Education Code Sections 5304 and 5322.

SPECIFICATIONS OF THE ELECTION ORDER

The election shall be held on Tuesday, November 6, 2012

The purpose of the election is to elect 3 members of the governing board
of Santa Barbara School/Community College District

2 Indicate if any offices are for two-year terms:

IT IS FURTHER ORDERED that the clerk or secretary of the district shall deliver, not less than 123 days prior to the date set
for the election, two copies of this Resolution and Order to the county superintendent of schools, and one copy to the officer
conducting the election.

THE FOREGOING RESOLUTION AND ORDER was adopted by a formal vote of the governing board of the
Santa Barbara School/Community College District of Santa Barbara County, being the board
authorized by law to make the designations therein contained, on April 26, 2012.

(Signed) ________________
Clerk/Secretary of the Governing Board

Instructions

1 If election is called under ECS 5018, insert:

Another purpose is whether the number of members of the governing board of __________________________ District shall be increased from three
to five.

Another purpose of the election shall be to elect two additional members of the governing board of __________________________ District to serve if the
above measure is approved.

2 Indicate if any offices are for two-year terms (as opposed to four-year terms)

3 After the Order of Election is adopted by the board, the clerk or secretary should sign the Order and deliver two copies to the county superintendent of schools
and one to the officer conducting the election not less than 123 days prior to the date set for the election (ECS 5322). One of these copies is to be delivered by the
county superintendent to the county clerk or registrar of voters, with a copy of the Notice of Election, at least 124 days prior to the date of election (ECS 5324).
Resolution No.: 36

Candidates' Statements

School District/Community College: Santa Barbara Community College District

WHEREAS, Section 13307 of the Elections Code of the State of California requires this Board to adopt certain policies in regard to statements of candidates who run for office as members of the Governing Board of the district;

NOW, THEREFORE, BE IT RESOLVED that this Governing Board does hereby determine that Board Policy 2100 Board Elections shall remain in full force and in effect until rescinded by this Board. (see attachment).

PASSED AND ADOPTED by the Board of Directors of the
Santa Barbara Community College this 26th day of April, 2012.

Ayes:
Noes:
Absent:
Abstain:

______________________________________________
Signature
Secretary to the Board of Directors

1 If your resolution relating to Candidate Statements has not changed for your district's board members, you may send a copy of the resolution currently in force.
BP 2100  BOARD ELECTIONS

Reference: Education Code Sections 5000 et seq.

Elections shall be held every two years for four-year overlapping terms. Election to office for four trustees—one from Area 1, two from Area 3, and one from Area 4—shall alternate with election to office for three trustees—one from Area 2, one from Area 3, and one from Area 4.

1. In case of a tie vote for a seat on the Board of Trustees, the winner will be determined by a run-off election.

2. The following policies consistent with Election Code 13307 will apply regarding statements of qualification for candidates who run for office of member of the governing board of the District:

   - The cost of printing, handling and mailing a candidate’s statement of qualification shall be charged to the candidate.
   - Candidates are not permitted to submit additional materials to be sent to the voter with sample ballot.
   - The statement of qualification shall not exceed 200 words.
   - The Registrar of Voters is directed to give a copy of these regulations to each candidate or his/her representative at the time he/she picks up his/her nomination papers.
Resolution
Of the Governing Board of the
Santa Barbara Community College District

UPON THE OCCASION OF CLASSIFIED SCHOOL EMPLOYEE WEEK

WHEREAS, classified school employees provide valuable services to the District and students of the Santa Barbara Community College District; and

WHEREAS, classified school employees contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified employees play a vital role in providing for the welfare and safety of Santa Barbara Community College District’s students; and

WHEREAS, classified school employees employed by the Santa Barbara Community College District strive for excellence in all areas relative to the educational community.

THEREFORE, BE IT RESOLVED, that the Santa Barbara Community College District hereby recognizes and wishes to honor the contribution of the classified school employees to quality education in the State of California and in the Santa Barbara Community College District and declares the week of May 20-26, 2012, as Classified School Employee Week in the Santa Barbara Community College District.

PASSED AND ADOPTED by the Board of Trustees of the SANTA BARBARA COMMUNITY COLLEGE DISTRICT this 26th day of April 2012 by the following vote:

Ayes:

Noes:

Absent:

Concur:

Dr. Jack Friedlander
Acting Superintendent/President
Secretary/Clerk to the Board of Trustees

Item 2.3
04/26/12
BP 3501 Campus Security and Access

Reference: 34 Code of Federal Regulations Part 668.46(b)(3)

The Superintendent/President shall establish procedures for security and access to District facilities.
BP 5510 Off-Campus Student Organizations

Reference(s): 34 Code of Federal Regulations Section 668.46(b)(7)

The District shall work with local law enforcement agencies to monitor and assess criminal activity in which students engage at off-campus locations of student organizations officially recognized by the District.
<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Position</th>
<th>Begin/End Dates</th>
<th>Cost Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>CARRILLO, Joseph</td>
<td>Music Hourly Staff VI</td>
<td>12/19/11-6/30/12</td>
<td></td>
</tr>
<tr>
<td>CLARK, Steven</td>
<td>Political Science Hourly Staff III</td>
<td>4/11-12-6/30/12</td>
<td></td>
</tr>
<tr>
<td>ENRIGUE, Cindy</td>
<td>Math Hourly Staff III</td>
<td>2/11/12-6/30/12</td>
<td></td>
</tr>
<tr>
<td>GUERRERO, Colleen</td>
<td>Center for Sustainability Hourly Staff VI</td>
<td>3/8/12-6/30/12</td>
<td></td>
</tr>
<tr>
<td>OREGEL, Martha</td>
<td>Financial Aid Hourly Staff VI</td>
<td>4/2/12-6/30/12</td>
<td>Sub for Shari Yates</td>
</tr>
<tr>
<td>OUTWATER, Mary Ellen</td>
<td>Gateway/English Skills Hourly Staff VI</td>
<td>3/11/12-6/30/12</td>
<td></td>
</tr>
<tr>
<td>SAVANT, Arie</td>
<td>BC Labs Hourly Staff VI</td>
<td>4/9/12-6/30/12</td>
<td></td>
</tr>
<tr>
<td>SHARRIGAN, Mia</td>
<td>Social Science Hourly Staff III</td>
<td>4/10/12-6/30/12</td>
<td></td>
</tr>
<tr>
<td>SIMENTALES, Michael</td>
<td>Facilities &amp; Operations Hourly Staff III</td>
<td>4/5/12-6/30/12</td>
<td>Sub for Brad Wilkinson</td>
</tr>
<tr>
<td>SMITH, Michael</td>
<td>Sociology Hourly Staff III</td>
<td>3/15/12-5/18/12</td>
<td></td>
</tr>
<tr>
<td>VARGAS, Maria</td>
<td>Gateway/AJ Hourly Staff V</td>
<td>4/3/12-6/30/12</td>
<td></td>
</tr>
<tr>
<td>NAME</td>
<td>DEPARTMENT</td>
<td>RATE</td>
<td></td>
</tr>
<tr>
<td>-----------------------------</td>
<td>--------------------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td>AGUILERA-COLLAO, Gonzalo</td>
<td>Gateway/ESL</td>
<td>SW I</td>
<td></td>
</tr>
<tr>
<td>ALLEN, Amanda</td>
<td>FWS</td>
<td>SW I</td>
<td></td>
</tr>
<tr>
<td>BRAUN, Eric</td>
<td>FWS</td>
<td>SW I</td>
<td></td>
</tr>
<tr>
<td>CAMPOS-GARCIA, Diego</td>
<td>MESA</td>
<td>SW II</td>
<td></td>
</tr>
<tr>
<td>CHAVEZ, Eric</td>
<td>MESA</td>
<td>SW I</td>
<td></td>
</tr>
<tr>
<td>CHISTYAKOVA, Margarita</td>
<td>Food Services</td>
<td>SW I</td>
<td></td>
</tr>
<tr>
<td>CHRISTY, Brittany</td>
<td>Computer Science</td>
<td>SW III</td>
<td></td>
</tr>
<tr>
<td>CONLIN, William</td>
<td>FWS</td>
<td>SW VI</td>
<td></td>
</tr>
<tr>
<td>COOPER, Gregory</td>
<td>Allied Health</td>
<td>LTA</td>
<td></td>
</tr>
<tr>
<td>GOOD, Shannon</td>
<td>Art</td>
<td>SW VI</td>
<td></td>
</tr>
<tr>
<td>GUTIERREZ, Benjamin</td>
<td>Tutorial/EOPS</td>
<td>SW I</td>
<td></td>
</tr>
<tr>
<td>HAMILTON, Austin</td>
<td>Gateway/Math</td>
<td>SW V</td>
<td></td>
</tr>
<tr>
<td>HEEDY, Pauline</td>
<td>Marketing</td>
<td>SW III</td>
<td></td>
</tr>
<tr>
<td>HOOGERHUIS, Marijke</td>
<td>Biology</td>
<td>SW III</td>
<td></td>
</tr>
<tr>
<td>LANDERS, Kelly</td>
<td>Gateway/Math</td>
<td>SW V</td>
<td></td>
</tr>
<tr>
<td>LERMA, Jose</td>
<td>Food Services</td>
<td>SW IV</td>
<td></td>
</tr>
<tr>
<td>NILSSON, Bella</td>
<td>Food Services</td>
<td>SW I</td>
<td></td>
</tr>
<tr>
<td>ROJO, Cynthia</td>
<td>Student Health</td>
<td>SW II</td>
<td></td>
</tr>
<tr>
<td>ROSHAN, Pegah</td>
<td>Tutorial/Library</td>
<td>SW I</td>
<td></td>
</tr>
<tr>
<td>SACKS, Joseph</td>
<td>Theatre</td>
<td>SW II</td>
<td></td>
</tr>
<tr>
<td>TRUAX, Robyn</td>
<td>Math</td>
<td>SW III</td>
<td></td>
</tr>
<tr>
<td>TRUJILLO, Edna</td>
<td>FWS</td>
<td>SW VI</td>
<td></td>
</tr>
<tr>
<td>ZHOU, Mona</td>
<td>Food Services</td>
<td>SW I</td>
<td></td>
</tr>
</tbody>
</table>
**SANTA BARBARA COMMUNITY COLLEGE DISTRICT**

**2012-2013 WORKING SCHEDULE**

**(TERM: 7/2/12 - 6/30/13)**

### 12-MONTH CERTIFICATED EDUCATIONAL ADMINISTRATOR

<table>
<thead>
<tr>
<th>MONTH</th>
<th>DAYS REQUIRED TO PERFORM SERVICES OR TO BE PRESENT</th>
<th>TOTAL WORK DAYS PER MONTH</th>
<th>NON-WORK DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>JULY</td>
<td>7/2-3; 7/5-6; 7/9-13; 7/16-20; 7/23-27; 7/30-31</td>
<td>21</td>
<td>7/4 - Independence Day</td>
</tr>
<tr>
<td>AUGUST</td>
<td>8/1-3; 8/6-10; 8/13-17; 8/20-24; 8/27-31</td>
<td>23</td>
<td>9/3- Labor Day</td>
</tr>
<tr>
<td>SEPT.</td>
<td>9/4-7; 9/10-14; 9/17-21; 9/24-28</td>
<td>19</td>
<td>11/12 - Veteran's Day</td>
</tr>
<tr>
<td>OCT.</td>
<td>10/1-5; 10/8-12; 10/15-19; 10/22-26; 10/29-31</td>
<td>23</td>
<td>11/22-24 - Thanksgiving</td>
</tr>
<tr>
<td>NOV.</td>
<td>11/1-2; 11/5-9; 11/13-16; 11/19-21; 11/26-30</td>
<td>19</td>
<td>12/25-1/2 - Winter Break</td>
</tr>
<tr>
<td>DEC.</td>
<td>12/3-7; 12/10-14; 12/17-21; 12/24</td>
<td>16</td>
<td>1/21 - M. Luther King Day</td>
</tr>
<tr>
<td>JAN.</td>
<td>1/2-4; 1/7-11; 1/14-18; 1/22-25; 1/28-31</td>
<td>21</td>
<td>2/15- Lincoln's Birthday</td>
</tr>
<tr>
<td>FEB.</td>
<td>2/1; 2/4-8; 2/11-14; 2/19-22; 2/25-28</td>
<td>18</td>
<td>2/18 Washington's Birthday</td>
</tr>
<tr>
<td>APRIL</td>
<td>4/1-5; 4/8-12; 4/15-19; 4/22-26; 4/29-30</td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>MAY</td>
<td>5/1-3; 5/6-10; 5/13-17 5/20-24; 5/28-31</td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>JUNE</td>
<td>6/3-7; 6/10-14; 6/17-21; 6/24-28</td>
<td>20</td>
<td></td>
</tr>
</tbody>
</table>

**WORKING DAYS (EXCLUDES HOLIDAYS)**

*Upon retirement, for STRS purposes, the number of contract base service days will be reduced by the number of eligible vacation days (STRS Form: SRO554E).*

**Commencement 5/24/13**

Board Approved:
P:\HRCERTIFICATED FORMS-DOCS\WORKING SCHEDULES - Certificated\12-13 Working Schedules\Wrkskd 12-Mo Adm 12-13.doc
## SANTA BARBARA COMMUNITY COLLEGE DISTRICT

### 2012-2013 WORKING SCHEDULE

**11-MONTH CERTIFICATED EDUCATIONAL ADMINISTRATOR**

<table>
<thead>
<tr>
<th>MONTH</th>
<th>DAYS REQUIRED TO PERFORM SERVICES OR TO BE PRESENT</th>
<th>TOTAL DAYS PER MONTH</th>
<th>NON-WORK DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>AUG.</td>
<td>8/1-3; 8/6-10; 8/13-17; 8/20-24; 8/27-31</td>
<td>23</td>
<td>9/3- Labor Day</td>
</tr>
<tr>
<td>SEPT.</td>
<td>9/4-7; 9/10-14; 9/17-21; 9/24-28</td>
<td>19</td>
<td></td>
</tr>
<tr>
<td>OCT.</td>
<td>10/1-5; 10/8-12; 10/15-19; 10/22-26; 10/29-31</td>
<td>23</td>
<td>11/12 - Veteran's Day</td>
</tr>
<tr>
<td>NOV.</td>
<td>11/1-2; 11/5-9; 11/13-16; 11/19-21; 11/26-30</td>
<td>19</td>
<td>11/22-24 - Thanksgiving</td>
</tr>
<tr>
<td>DEC.</td>
<td>12/3-7; 12/10-14; 12/17-21; 12/24</td>
<td>16</td>
<td>12/17-1/23 - Winter Break</td>
</tr>
<tr>
<td>JAN.</td>
<td>1/2-4; 1/7-11; 1/14-18; 1/22-25; 1/28-31</td>
<td>21</td>
<td>1/21 - M. Luther King Day</td>
</tr>
<tr>
<td>FEB.</td>
<td>2/1; 2/4-8; 2/11-14; 2/19-22; 2/25-28</td>
<td>18</td>
<td>2/15- Lincoln's Birthday</td>
</tr>
<tr>
<td>MARCH</td>
<td>3/1; 3/4-8; 3/11-15; 3/18-22; 3/25-30</td>
<td>21</td>
<td>2/18 Washington's Birthday</td>
</tr>
<tr>
<td>APRIL</td>
<td>4/1-5; 4/8-12; 4/15-19; 4/22-26; 4/29-30</td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>MAY</td>
<td>5/1-3; 5/6-10; 5/13-17+; 5/20-24; 5/28-31</td>
<td>22</td>
<td>5/27 - Memorial Day</td>
</tr>
<tr>
<td>JUNE</td>
<td>6/3-7; 6/10-14; 6/17-21; 6/24-28</td>
<td>20</td>
<td></td>
</tr>
</tbody>
</table>

**WORKING DAYS (EXCLUDES HOLIDAYS)**

*Upon retirement, for STRS purposes, the number of contract base service days will be reduced by the number of eligible vacation days (STRS Form: SRO554E).*

+Commencement 5/24/13

Board Approved:
G: CERT FORMS/WRKSKD.11-MO ADM 12-13

Item 3.2-b
Page 2 of 3
4/20/12
# Santa Barbara Community College District
## 2012-2013 Working Schedule

### 10-Month Certified Faculty

<table>
<thead>
<tr>
<th>Month</th>
<th>Days Required to Perform Services or to Be Present</th>
<th>Total Work Days Per Month</th>
<th>Total Work Days Per Semester</th>
<th>Non-Work Days</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fall 2012</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>August</td>
<td>8/23+ &amp; 8/24+; 8/27-31</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sept.</td>
<td>9/4-7; 9/10-14; 9/17-21; 9/24-28</td>
<td>19</td>
<td></td>
<td>9/3 - Labor Day</td>
</tr>
<tr>
<td>Oct.</td>
<td>10/1-5; 10/8-12; 10/15-19; 10/22-26; 10/29-31</td>
<td>23</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nov.</td>
<td>11/1-2; 11/5-9; 11/13-16; 11/19-21; 11/26-30</td>
<td>19</td>
<td></td>
<td>11/12 - Veteran's Day</td>
</tr>
<tr>
<td>Dec.</td>
<td>12/3-7; 12/10-14**</td>
<td>10</td>
<td>7</td>
<td>11/22-11/24 - Thanksgiving</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>12/17-1/23 - Winter Break</td>
</tr>
<tr>
<td><strong>Spring 2013</strong></td>
<td></td>
<td></td>
<td></td>
<td>79</td>
</tr>
<tr>
<td>Jan.</td>
<td>1/24+ &amp; 25+; 1/28-31</td>
<td>6</td>
<td></td>
<td>1/21 - Martin Luther King Day</td>
</tr>
<tr>
<td>Feb.</td>
<td>2/1; 2/4-8; 2/11-14; 2/19-22; 2/25-28</td>
<td>18</td>
<td></td>
<td>2/15 - Lincoln's Birthdays</td>
</tr>
<tr>
<td>March</td>
<td>3/1; 3/4-8; 3/11-15; 3/18-22</td>
<td>16</td>
<td></td>
<td>2/18 - Washington's Birthday</td>
</tr>
<tr>
<td>May</td>
<td>5/1-3; 5/6-10; 5/13-17; 5/20-24*** &amp; 25**</td>
<td>19</td>
<td>14</td>
<td></td>
</tr>
</tbody>
</table>

**Required Faculty In-service/Flex: Fall: 8/23-24; Spring: 1/24-25**
**Designated Saturday Exams: 12/15/12 & 5/25/13**
**Commencement: 5/24/13**

158++ - 160 (Includes 4 Required Flex/In-Service/2 Sat. Exams)
6 - 6 Additional Flex days TBD (7/1/12-6/30/13)
11++ - Non-Teaching/Non-Compressed Work Days TBD & Approved by Dean*

++Optional Non-Compressed Work Schedule: 11 Days TBD & Approved by Dean

175++ - 166

Board Approved:
*Faculty who are not working a compressed schedule are required to work an additional 11 days (TBD & approved by supervisor/Dean) to equal a 175 day/1050 hour working schedule.

G:CertForms/Work Schedules Folder/WrkSkd Fac 11/12
At its March 19, April 2, and April 16, 2012 meetings, the Curriculum Advisory Committee recommended approval of new courses and course and program modifications.

NEW COURSE PROPOSAL(s)
STEM101 Introduction to Science, Technology, Engineering and Mathematics

PROGRAM MODIFICATION(s)
Health Information Technology – Associate in Science
Medical Coding Specialist – Certification of Achievement

COURSE MODIFICATION(s)
EMT 110 Emergency Medical Technician-Basic
PHOTO 150 Stock Photography
CIS101 Introduction to Computers and Information Systems
DMS185 Clinical Experience 4
CT112 Framing
CT113 Roof Framing
CT114 Beginning Finish Carpentry
CT115 Intermediate Finish Carpentry
CT124 Weatherization
CT125 Introduction to Photovoltaic Systems
CT127 Sustainability Audit
JOUR121 Channels Newspaper Lab 1
JOUR122 Channels Newspaper Lab 2
JOUR123 Channels Newspaper Lab for Artists
ARBC101 Beginning Modern Standard Arabic I
ARBC102 Beg Modern Standard Arabic II
CHIN101 Beginning Chinese I
CHIN102 Beginning Chinese II
CHIN103 Intermediate Chinese
CHIN120 Beginning Conversation - Plus Hour Changes
FR101 Beginning French I
FR102 Beginning French II
FR103 Intermediate French I
FR104 Intermediate French II
FR120 Beginning Conversation - Plus Hour Changes
FR130 Intermediate Conversation - Plus Hour Changes
FR132 Intermediate Literary Readings - Plus Hour Changes
FR140 Intermediate Conversation - Plus Hour Changes
GER101 Beginning German I
GER102 Beginning German II
GER103 Intermediate German I
GER104 Intermediate German II
GER120 Beginning Conversation - Plus Hour Changes
GER130 Intermediate Conversation - Plus Hour Changes
GER140 Intermediate Conversation - Plus Hour Changes
ITAL101 Beginning Italian I
ITAL102 Beginning Italian II
ITAL103 Intermediate Italian I
ITAL103AB Intermediate Italian
ITAL103CD Intermediate Italian
ITAL104AB Intermediate Italian
ITAL104CD Intermediate Italian
ITAL120 Beginning Conversation - Plus Hour Changes
ITAL130 Intermediate Conversation - Plus Hour Changes
ITAL140 Advanced Conversation - Plus Hour Changes
ITAL160 Advanced Italian - Plus Hour Changes
JAPN101 Beginning Japanese I
JAPN102 Beginning Japanese II
JAPN103 Intermediate Japanese I
JAPN104 Intermediate Japanese II
JAPN120 Beginning Japanese Conversation - Plus Hour Changes
JAPN121 Language and Culture through Japanese Anime - Plus Hour Changes
JAPN130 Intermediate Japanese Conversation I - Plus Hour Changes
JAPN140 Intermediate Japanese Conversation II - Plus Hour Changes
KOR101 Beginning Korean I
KOR102 Beginning Korean II
LATN101 Beginning Latin I
LATN102 Beginning Latin II
SPAN101 Beginning Spanish I
SPAN101AB Beginning Spanish I
SPAN101CD Beginning Spanish I
SPAN102 Beginning Spanish II
SPAN102AB Beginning Spanish II
SPAN102CD Beginning Spanish II
SPAN104 Intermediate Spanish II
SPAN110 Spanish Punctuation - Plus Hour Changes
SPAN111 Spanish Written Accents - Plus Hour Changes
SPAN114 Beginning Occupational Spanish - Plus Hour Changes
SPAN115 Intermediate Occupational Spanish - Plus Hour Changes
SPAN120 Beginning Spanish Conversation - Plus Hour Changes
SPAN129 Bilingual Conversation Exchange - Plus Hour Changes
SPAN130 Intermediate Spanish Conversation I - Plus Hour Changes
SPAN131A Beginning Spanish Grammar I - Plus Hour Changes
SPAN131B Intermediate Spanish Grammar II - Plus Hour Changes
SPAN131C Advanced Spanish Grammar III - Plus Hour Changes
SPAN133 Survey of Spanish Literature - Plus Hour Changes
SPAN134 Survey of Latin American Literature - Plus Hour Changes
SPAN135 Latin American Culture - Plus Hour Changes
SPAN136 Contemporary Cultures of Central America - Plus Hour Changes
SPAN138 Contemporary Culture of South America - Plus Hour Changes
SPAN139 Contemporary Cultures of Spain - Plus Hour Changes
SPAN140 Intermediate Spanish Conversation II - Plus Hour Changes
SPAN146 Spanish for Native Speakers - Plus Hour Changes
SPAN147 Spanish for Native Speakers - Plus Hour Changes
SPAN150 Advanced Spanish - Plus Hour Changes
SPAN160 Advanced Spanish - Plus Hour Changes
Get-Focused-Stay Focused Initiative

Background

In 2009, Santa Barbara City College was awarded grants from the James Irvine Foundation and the California Community Colleges Chancellor's Office focused on career exploration and improving Career Technical Educational Pathways. Working with regional high schools and SBCC's model dual enrollment program, the goal was to increase the number of dual enrollment students successfully transitioning into career technical programs at SBCC.

The program was a huge success. Since its implementation, the number of dual enrollment students enrolling in SBCC career technical programs has increased from 29% to an impressive 52% according to SBCC enrollment records.

A major component included the implementation of the Dual Enrollment Freshman Transition course in partnership with the Santa Barbara and Carpinteria Unified Districts. This course, shared with every ninth-grader in the region with the option of receiving dual enrollment college credit, motivated students to put forth a stronger effort in high school to acquire the knowledge, academic competencies and study skills needed to enter postsecondary with college and complete their educational objectives. This was achieved by planning and completing their online 10-year educational and career plan. Through this experience, students discovered the tremendous impact that their high school performance could have on the degree of satisfaction or hardship they experience in their lives, so they increasingly valued their education.

SBCC was recently awarded a grant by the Santa Barbara Foundation to fund a study that tracks the first cohort of students that participated in the freshman transition course as they ready themselves for graduation and college enrollment

The Need for Get Focused...Stay Focused!

Although the Santa Barbara region can boast a 92% high school graduation rate, only 20% of these high school graduates are graduating college! The question is, why?

Increasingly, students arriving at SBCC and community colleges statewide are ill-prepared academically for the rigors of college. There remains a gap in achievement between what students are accomplishing in high school and where they really need to be in order to enter college without having to start in remedial classes.

What possible difference could the need for taking remedial classes make to a student? Well, according to the California Community Colleges Student Success Task Force, if students enter college at one level below transfer level in math, only 46.2 percent of them will ever achieve a certificate, degree, or transfer preparation. Dismally, if students enter college at four levels below, only 25.5 percent ever achieve those outcomes. It is imperative to close the gap in achievement! Therefore, the task force suggests every entering freshman within the Community College system in California should have an Education Plan by the end of their first year.

As successful as the freshman transition course has been, it simply is not enough. It gets the ball rolling...Get Focused, but without follow-up support and updates to the plan, students can lose their drive and commitment to the plan...Stay Focused. Get Focused...Stay Focused not only supports but expands on this recommendation as
well as serves to close the gap in achievement. The program will create a paradigm whereby all area high school students will arrive at college with a complete career and education plan. These educational plans will be developed and updated during 138 hours of course material over four years and therefore the plans will change and grow as the students change and grow remaining pertinent and functional.

Over the course of the program, students will be guided through the process of researching and planning all aspects of their own futures including the financial aspects of supporting the lifestyle they envision and what career then fits those financial goals. This is a highly critical component of the program because studies show that there is a huge disconnect between the life goals students envision for themselves and the actual “cost” in achieving those goals. Students will then explore the educational requirements of the career paths chosen to achieve self-sufficiency and then formulate their educational plan accordingly. Students are completely empowered by the process because all planning is driven individually by their own visions of their futures.

**How Get Focused...Stay Focused! Works**

The program begins with a summer bridge program for eighth grade students prior to high school entrance that prepares them for the freshman transition course in ninth grade. When they arrive in high school, the freshman transition course is offered. The course is aligned with State of California Standards and offered to all ninth grade students in the Santa Barbara and Carpinteria Unified School Districts. Students also have the opportunity to receive dual enrollment college credit.

**9th Grade Program Overview**

*Career Choices—Who am I? What do I want? How do I get it?*

- Personal development, exploration of strengths and interests
- Research three career pathways of interest
- Budget building/financial literacy development
- Career Technical Education information
- College planning information
- Creation of online 10 year Career and Education Plan

The *Get Focused...Stay Focused!* Program will then continue progressively over the course of the next three years allowing students to research, update and fine-tune their career and educational goals. The following modules were created by collaboration between faculty members from all four regional high schools and SBCC. Professional development activities, training and resources are provided for all high school faculty implementing program activities at their campuses.

**10th Grade Program Overview**

*Developing Attitudes and Abilities that Promote College & Career Readiness*

- Research high-demand careers
- Determine appropriate post-secondary option/pathway
- Learn about college access and affordability
- Update 10 Year Plan

**11th Grade Program Overview**

*Determining Your Informed Major and Post-Secondary Education Path*

- Research STEM-related careers
• Reaffirm or change chosen career path
• Choose a major to match chosen career
• Find colleges that offer your major
• Prepare for college applications
• Update 10 Year Plan

12th Grade Program Overview
Preparing to Act on Your 10-Year Education and Career Plan
• Apply to college/post-secondary planning
• Apply for scholarships & financial aid
• Update resume, cover letter, and portfolio
• Mock Interview & job applications
• Write a Student Education Plan
• Update 10 Year Plan

Get Focused...Stay Focused! Significant Outcomes and Benefits
This program is unique and SBCC would like to fully implement and study the pilot program and its outcomes in order to disseminate and replicate it throughout the state and nationally. The program stakeholders and the benefits to each are as follows:

• Students & Parents/Guardians:
  – Student-centered/whole person approach
  – Self-identified career and life goals which lead to informed choices and higher student engagement
  – Aims to address achievement gap by providing ALL students equal access to information and post-secondary options
  – Free/reduced cost for college courses & reduced time/cost for college completion if students participate in dual enrollment
  – Demystifying the college-going process

• Community:
  – Partnerships with schools
  – Students prepared for the workforce, contributing members of society

• Post-Secondary Institutions:
  – College/career informed students
  – Reduced need for remediation
  – Students entering with an informed, declared major
  – Students on track to degree/certificate completion and/or transfer

• Secondary schools:
  – Change in school climate/culture as a result of common language and as a result of all students having a personalized learning plan
  – Reduced dropout/suspension rates
  – Higher student engagement, informed students help chart their own course
  – School-wide access to students’ 10-Year-Plans
PROPOSED NEW CONTINUING EDUCATION COURSES AND/OR COURSE
MODIFICATIONS, CONTINUING EDUCATION
PROPOSED STATE FUNDED COURSE

COURSE MODIFICATION
Approved by Curriculum Advisory Committee (CAC), November 21, 2011

Short-Term Vocational Programs with High Employment Potential (I)
(course mod for future certificates)

903430 Digital Cameras, Digital Photos (CRC 10/11/11)

KEY TO FUNDING CODES
Courses coded A through J are supported by 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 apportionment funding
NEW CERTIFICATES

(CED Short-term Vocational Certificates of Completion (CRC reviewed 01/07/12)

Approved by Curriculum Advisory Committee (CAC), February 6, 2012

Beginning Computer Skills Certificate (2 required courses plus 2 electives)  
(STV I) Courses previously BOT approved as shown - * indicates elective courses)

909307 Computers for Beginners (12/15/11 BOT)
909299 Introduction to Windows (02/23/12 BOT)
*903402 Learn to Type (12/15/11 BOT)
*903361 How to Use a Computer Keyboard and Mouse for Beginners (12/15/11 BOT)
*903369 Windows Basics (02/23/12 BOT)

Basic Office Software Skills Certificate (3 required courses plus 1 elective)  
(STV I) Courses previously BOT approved as shown - * indicates elective courses)

903384 Introduction to MS Word (12/15/11 BOT)
514049 Basic MS PowerPoint (12/15/11 BOT)
903381 Introduction to MS Excel (12/15/11 BOT)
*903416 Word Processing Basics for Beginners (12/15/11 BOT)
*903419 Basic Spreadsheets for Beginners (12/15/11 BOT)
*903375 Basic Outlook (12/15/11 BOT)

Beginning MAC Skills Certificate (3 required courses, no electives)  
(STV I) Courses previously BOT approved as shown)

909188 Introduction to the Macintosh (09/22/11 BOT)
903411 Introduction to Mac OS Level 1 (09/22/11 BOT)
903412 Introduction to Mac OS Level 2 (09/22/11 BOT)

Basic MAC Software Skills Certificate (3 required courses, no electives)  
(STV I) Courses previously BOT approved as shown)

903378 Intro to iTunes, iPods, and iPads (09/22/11 BOT)
903422 Living the iLife (09/22/11 BOT)
514072 Exploring Microsoft Office for the MAC (02/23/12 BOT)

Basic Internet Skills Certificate (2 required courses plus 1 elective)  
(STV I) Courses previously BOT approved as shown - * indicates elective courses)

903321 Searching the Web (09/22/11 BOT)
903401 E-mail for Beginners (02/23/12 BOT)
*903444 Optimizing Photos for the Internet and Email (02/23/12 BOT)
*903337 Photoshop Overview (09/22/11 BOT)
PROPOSED NEW CONTINUING EDUCATION COURSES AND/OR COURSE MODIFICATIONS
CONTINUING EDUCATION
PROPOSED STATE FUNDED CERTIFICATES FOR APPROVAL

Basic Desktop Publishing Certificate (2 required courses plus 1 elective)
(STV (l) Courses previously BOT approved as shown - * indicates elective courses)
  903417 Introduction to MS Publisher (02/23/12 BOT)
  903332 Digital Design Techniques (09/22/11 BOT)
  *903337 Photoshop Overview (09/22/11 BOT)
  *909107 How to Manage and Use Digital Photos (09/22/11 BOT)
  *903430 Digital Cameras, Digital Photos (CAC 11/21/11, pending April BOT approval)

Digital Design Basics Certificate (3 required courses plus 1 elective)
(STV (l) Courses previously BOT approved as shown - * indicates elective course)
  909326 Photoshop for Digital Photographers (09/22/11 BOT)
  909327 Photoshop (09/22/11 BOT)
  903332 Digital Design Techniques (09/22/11 BOT)
  *903404 Introduction to Dreamweaver (12/15/11 BOT)
  *903397 Introduction to Adobe Illustrator (12/15/11 BOT)
  *903430 Digital Cameras, Digital Photos (CAC 11/21/11, pending April BOT approval)

KEY TO FUNDING CODES
Courses coded A through J are supported by 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 apportionment funding
NEW COURSES
(instructor Initiated)

Approved by Curriculum Review Committee (CRC), March 06, 2012

301187 - Rockin Roles: Lead, Rhythm, and Bass Guitar (fee $56 min $112 max)
608647 - Intermediate/Advanced Salsa (fee $19 min $38 max)
SBCC CONTINUING EDUCATION DIVISON
Calendar 2012-2013

SUMMER 2012 TERM
(8 weeks: June 25 – August 18*)
June 25 Mon Summer Term begins
July 4 Wed July 4th Holiday
Aug. 18 Sat Summer Term ends*

*AHs/GED/ESL/PECS Program & Other certificate/diploma program schedules may vary outside of standard Term.

FALL 2012 TERM
(10 weeks: Sept. 10 – Nov. 17*)
Sept. 10 Mon Fall Term begins
Nov. 12 Mon Veteran’s Day Holiday
Nov. 17 Sat Fall Term ends
Nov. 22-24 Thu-Sat Thanksgiving Holidays
Nov. 19-Jan. 7 Mon-Mon No classes*; Winter break
Dec. 24-Jan. 2 Mon-Wed Winter Holidays; SBCC offices closed

*AHs/GED/ESL/PECS Program & Other certificate/diploma program schedules may vary outside of standard Term.

WINTER 2013 TERM
(10 weeks: Jan. 14 – March 23*)
Jan. 14 Mon Winter Term begins
Jan. 21 Mon M.L. King, Jr. Holiday
Feb. 15-18 President’s Day Weekend
Mar. 23 Sat Winter Term ends*
Mar. 25-Apr. 6 Mon-Sat Spring Break; no classes

*AHs/GED/ESL/PECS Program & Other certificate/diploma program schedules may vary outside of standard Term.

SPRING 2013 TERM
(10 weeks: April 8 – June 15*)
Apr. 8 Mon Spring Term begins
May 27 Mon Memorial Day Holiday
June 15 Sat Spring term ends*

*AHs/GED/ESL/PECS Program & Other certificate/diploma program schedules may vary outside of standard Term.

Item 5.4
04/26/2012
<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>P0003214</td>
<td>Allied Fence Company LLP</td>
<td>Greenhouse Fencing</td>
<td>$2,920.00</td>
<td>03/05/2012</td>
<td></td>
</tr>
<tr>
<td>P0003215</td>
<td>Kinyon Construction Inc</td>
<td>DM Bldg Bird Netting</td>
<td>$8,543.40</td>
<td>03/06/2012</td>
<td></td>
</tr>
<tr>
<td>P0003216</td>
<td>Westaire Heating and Air Conditioning Inc</td>
<td>DM Electrical Rm Exhaust Fan</td>
<td>$2,280.00</td>
<td>03/06/2012</td>
<td></td>
</tr>
<tr>
<td>P0003217</td>
<td>Vidar Systems Corporation</td>
<td>Replacement Lamp Cartridge</td>
<td>$402.13</td>
<td>03/06/2012</td>
<td></td>
</tr>
<tr>
<td>P0003218</td>
<td>Netop</td>
<td>Software License Upgrade</td>
<td>$699.00</td>
<td>03/06/2012</td>
<td></td>
</tr>
<tr>
<td>P0003219</td>
<td>Hi Pod</td>
<td>Sideline Camera System</td>
<td>$4,410.70</td>
<td>03/09/2012</td>
<td></td>
</tr>
<tr>
<td>P0003220</td>
<td>CCS Presentation Systems Inc.</td>
<td>Hitachi Projector Bulbs</td>
<td>$633.40</td>
<td>03/07/2012</td>
<td></td>
</tr>
<tr>
<td>P0003221</td>
<td>School Health Corporation</td>
<td>Laser Therapy System</td>
<td>$5,280.83</td>
<td>03/07/2012</td>
<td></td>
</tr>
<tr>
<td>P0003222</td>
<td>Office Depot</td>
<td>Portable White Boards</td>
<td>$1,462.71</td>
<td>03/07/2012</td>
<td></td>
</tr>
<tr>
<td>P0003223</td>
<td>Dell Marketing LP</td>
<td>Laptop Battery</td>
<td>$121.01</td>
<td>03/07/2012</td>
<td></td>
</tr>
<tr>
<td>P0003224</td>
<td>Dell Marketing LP</td>
<td>Classroom Computers</td>
<td>$50,594.01</td>
<td>03/08/2012</td>
<td></td>
</tr>
<tr>
<td>P0003225</td>
<td>Dell Marketing LP</td>
<td>Monitors for Counseling</td>
<td>$5,999.83</td>
<td>03/09/2012</td>
<td></td>
</tr>
<tr>
<td>P0003226</td>
<td>Foundation for California Community Colleges</td>
<td>ESRI ArcView License Renewal</td>
<td>$2,489.05</td>
<td>03/12/2012</td>
<td></td>
</tr>
<tr>
<td>P0003227</td>
<td>Sehi Procomp Computer Products</td>
<td>Printers</td>
<td>$1,765.46</td>
<td>03/12/2012</td>
<td></td>
</tr>
<tr>
<td>P0003228</td>
<td>Jensen Audiovisual Inc</td>
<td>Document Cameras</td>
<td>$7,673.00</td>
<td>03/12/2012</td>
<td></td>
</tr>
<tr>
<td>P0003229</td>
<td>Jensen Audiovisual Inc</td>
<td>Hitachi Projectors</td>
<td>$6,349.24</td>
<td>03/12/2012</td>
<td></td>
</tr>
<tr>
<td>P0003230</td>
<td>Dell Marketing LP</td>
<td>Computer Monitors</td>
<td>$906.52</td>
<td>03/12/2012</td>
<td></td>
</tr>
<tr>
<td>P0003231</td>
<td>Apple Computer Inc</td>
<td>iMac Computer</td>
<td>$1,374.27</td>
<td>03/12/2012</td>
<td></td>
</tr>
<tr>
<td>P0003232</td>
<td>Sehi Procomp Computer Products</td>
<td>Toner for Dell 5100cn</td>
<td>$252.07</td>
<td>03/14/2012</td>
<td></td>
</tr>
<tr>
<td>P0003233</td>
<td>Tiger Direct Inc</td>
<td>Magnetic Card Reader</td>
<td>$203.05</td>
<td>03/14/2012</td>
<td></td>
</tr>
<tr>
<td>PO Number</td>
<td>Vendor</td>
<td>Description</td>
<td>Encumbered Amount</td>
<td>Creation Date</td>
<td>Cancelled</td>
</tr>
<tr>
<td>------------</td>
<td>---------------------------------------</td>
<td>---------------------------------------</td>
<td>-------------------</td>
<td>---------------</td>
<td>----------</td>
</tr>
<tr>
<td>P0003234</td>
<td>Tri County Office Furniture Inc</td>
<td>File Cabinets</td>
<td>$1,585.89</td>
<td>03/14/2012</td>
<td></td>
</tr>
<tr>
<td>P0003235</td>
<td>Santa Barbara Locksmiths Inc</td>
<td>Combination Padlocks</td>
<td>$924.34</td>
<td>03/14/2012</td>
<td></td>
</tr>
<tr>
<td>P0003236</td>
<td>IWL Inc</td>
<td>Lifescape Garden Renovations</td>
<td>$31,200.00</td>
<td>03/14/2012</td>
<td></td>
</tr>
<tr>
<td>P0003237</td>
<td>Tuff Shed Inc.</td>
<td>Shed</td>
<td>$3,360.90</td>
<td>03/14/2012</td>
<td></td>
</tr>
<tr>
<td>P0003238</td>
<td>Entertainment Lighting Services</td>
<td>DM Scene Shop Power Distro</td>
<td>$7,961.90</td>
<td>03/15/2012</td>
<td></td>
</tr>
<tr>
<td>P0003239</td>
<td>LITB Inc</td>
<td>Elect Crane for MDT Truck</td>
<td>$17,388.23</td>
<td>03/15/2012</td>
<td></td>
</tr>
<tr>
<td>P0003240</td>
<td>Blackboard Inc.</td>
<td>Wireless Locks for EBS/DM</td>
<td>$23,783.67</td>
<td>03/16/2012</td>
<td></td>
</tr>
<tr>
<td>P0003241</td>
<td>Tri County Office Furniture Inc</td>
<td>Tables</td>
<td>$1,339.79</td>
<td>03/19/2012</td>
<td></td>
</tr>
<tr>
<td>P0003242</td>
<td>Tri County Office Furniture Inc</td>
<td>Stackable Chairs</td>
<td>$3,612.22</td>
<td>03/19/2012</td>
<td></td>
</tr>
<tr>
<td>P0003243</td>
<td>Commercial Flooring Solutions Inc</td>
<td>Wake Ctr Room 27 Flooring</td>
<td>$4,950.00</td>
<td>03/20/2012</td>
<td></td>
</tr>
<tr>
<td>P0003244</td>
<td>Pacific Acoustics North Inc</td>
<td>SS-142 Drywall/Door Frame</td>
<td>$4,450.00</td>
<td>03/20/2012</td>
<td></td>
</tr>
<tr>
<td>P0003245</td>
<td>Lundgren Management Corp</td>
<td>Human Modem Proj Const Mgmt</td>
<td>$567,440.00</td>
<td>03/20/2012</td>
<td></td>
</tr>
<tr>
<td>P0003246</td>
<td>Jensen Audiovisual Inc</td>
<td>Extron Pole Vault Sys/Projector</td>
<td>$7,296.71</td>
<td>03/21/2012</td>
<td></td>
</tr>
<tr>
<td>P0003247</td>
<td>Dell Marketing LP</td>
<td>Laptop, Accessories</td>
<td>$2,159.51</td>
<td>03/21/2012</td>
<td></td>
</tr>
<tr>
<td>P0003248</td>
<td>Jensen Audiovisual Inc</td>
<td>Spectrum Desks</td>
<td>$28,422.01</td>
<td>03/21/2012</td>
<td></td>
</tr>
<tr>
<td>P0003249</td>
<td>Mobile Modular Corp</td>
<td>La Playa Restroom Lease</td>
<td>$5,100.00</td>
<td>03/23/2012</td>
<td></td>
</tr>
<tr>
<td>P0003250</td>
<td>Jensen Audiovisual Inc</td>
<td>Media Cart</td>
<td>$2,030.15</td>
<td>03/26/2012</td>
<td></td>
</tr>
<tr>
<td>P0003251</td>
<td>Inertia Engineers Inc</td>
<td>Bridge Reno Engineer/Arch Svcs</td>
<td>$21,300.00</td>
<td>03/26/2012</td>
<td></td>
</tr>
<tr>
<td>P0003252</td>
<td>Bildsten and Sherwin Studio Inc</td>
<td>W.C. Snack Shop Reno Prof Svcs</td>
<td>$37,775.00</td>
<td>03/26/2012</td>
<td></td>
</tr>
<tr>
<td>P0003253</td>
<td>RJC Inc</td>
<td>Prof Svcs Hum Swng Spc Modular</td>
<td>$33,716.50</td>
<td>03/26/2012</td>
<td></td>
</tr>
<tr>
<td>P0003254</td>
<td>Bildsten and Sherwin Studio Inc</td>
<td>Prof Svcs BC Air Handler Proj</td>
<td>$73,575.00</td>
<td>03/26/2012</td>
<td></td>
</tr>
<tr>
<td>P0003255</td>
<td>Tri County Office Furniture Inc</td>
<td>Ganvin Theatre Furniture</td>
<td>$17,393.30</td>
<td>03/26/2012</td>
<td></td>
</tr>
<tr>
<td>PO Number</td>
<td>Vendor</td>
<td>Description</td>
<td>Encumbered Amount</td>
<td>Creation Date</td>
<td>Cancelled</td>
</tr>
<tr>
<td>------------</td>
<td>---------------------------------------------</td>
<td>--------------------------------------------</td>
<td>-------------------</td>
<td>---------------</td>
<td>-----------</td>
</tr>
<tr>
<td>P0003256</td>
<td>Tri County Office Furniture Inc</td>
<td>Stools for Schott Ctr</td>
<td>$4,310.81</td>
<td>03/28/2012</td>
<td></td>
</tr>
<tr>
<td>P0003258</td>
<td>Encyclopaedia Britannica Inc</td>
<td>Encyclopedia Britannica</td>
<td>$1,221.88</td>
<td>03/30/2012</td>
<td></td>
</tr>
<tr>
<td>P0003259</td>
<td>iQ4bis Software Corporation</td>
<td>iQ4bis Software License/Maint</td>
<td>$142,800.00</td>
<td>03/30/2012</td>
<td></td>
</tr>
<tr>
<td>P0003260</td>
<td>Visus LLC</td>
<td>Decision Suppt Sys Consult Svc</td>
<td>$7,000.00</td>
<td>03/30/2012</td>
<td></td>
</tr>
<tr>
<td>P0003261</td>
<td>Dell Marketing LP</td>
<td>Computer</td>
<td>$905.09</td>
<td>04/02/2012</td>
<td></td>
</tr>
<tr>
<td>P0003262</td>
<td>Value Line Publishing Inc</td>
<td>Subscription Renewal</td>
<td>$898.00</td>
<td>04/03/2012</td>
<td></td>
</tr>
<tr>
<td>P0003263</td>
<td>Pacific Acoustics North Inc</td>
<td>Admissions Enclosed Area</td>
<td>$27,250.00</td>
<td>04/03/2012</td>
<td></td>
</tr>
<tr>
<td>P0003264</td>
<td>Electronic Signs Ltd</td>
<td>CaptionView Reader</td>
<td>$6,042.87</td>
<td>04/04/2012</td>
<td></td>
</tr>
</tbody>
</table>
Dear Mr. Harper,

Braille Institute of America, Inc. ("BIA") is pleased to permit the Santa Barbara City College ("SBCC") to use our Auditorium located at 2031 Del La Vina Street, Santa Barbara, California 93016, in connection with the Meditation Class and Upstairs Meeting Room in connection with the Spanish in the Workplace Class. This agreement is subject to the following terms and conditions:

1. BIA currently has on file a certificate of insurance, which expires on July 1, 2012, naming BIA and its employees, agents, officers, and directors as additional insureds and which evidences that SBCC has coverage in the amounts of not less than $1,000,000 for a single occurrence and not less than $1,000,000 in the aggregate for personal and property liability or claims arising in connection with SBCC's use of the Auditorium.

2. The term of this agreement is for:
   (Meditation Class) Tuesdays, April 10, 17, 24, May 1, 8, 15, 22, 29 and June 5 & 12, 2012 from 11:30 a.m. until 1:30 p.m.
   (Spanish in the Workplace Class) Thursdays April 12, 19, 26, May 3, 10, 17, 24, 31, June 7 & 14, 2012 from 2:30-4:30.

3. SBCC expressly understands and agrees that BIA shall not be responsible in any manner whatsoever for any claims arising in connection with vehicles driven onto the premises of BIA or persons utilizing the Auditorium pursuant to this agreement. SBCC hereby agrees to indemnify and hold harmless BIA, its employees, agents, officers and directors from and against any and all claims, demands, losses, costs, expenses and/or fees (including attorney’s fees) arising out of or resulting from the use of the Auditorium but only in proportion to and to the extent such claims, demands, losses, costs, expenses or fees caused by or the result from the negligent or intentional acts or omissions of any of SBCC’s officers, agents, invitees, guests or employees.

4. In the event that SBCC retains any contractor in connection with its use of the Auditorium, such contractor shall provide BIA with a certificate of insurance reflecting the same named insureds and coverage amounts as set forth in Paragraph 1 above. In addition, SBCC shall secure from the contractor an agreement in writing by which the contractor agrees to indemnify BIA, its employees, agents, officers and directors from and against any and all claims, demands, losses, costs, expenses and/or fees (including attorney’s fees) arising out of or a result from the contractor’s performance under any agreement between
the contractor and SBCC with respect to the use of the Auditorium but only in proportion to and to the extent such claims, demands, losses, costs, expenses or fees are caused by or result from the negligent or intentional acts or omissions of the contractor, its officers, employees, agents, guests or invitees.

**EVENT INFORMATION**

Maximum Number of People using the Auditorium: \_

Premises are ADA Complaint: YES

Is this a Fundraiser: NO

Type of Activity: \_Seminar \_Lecture \_Class \_Other

**ROOM SET UP** (Space for number of people listed above)

\_No setup required \_Podium

\_Chairs only, Theater Style \_Special setup; See Diagram

\_Tables and Chairs (\_people per table) \_AV

Equipment

\_Electricity required

**Rental Fee $**  
Deposit Amount Required N/A  
Date Deposit is Due N/A

**Contact Information**

Braille Institute  
Michael Lazarovits  
2031 De La Vina St.  
Santa Barbara, Ca 93105  
(805)682-6222  
Fax: 687-8141  
mrlazarovits@brailleinstitute.org

Santa Barbara City College Adult Education  
Andrew Harper  
300 N. Turnpike Rd  
Santa Barbara, CA 93111  
(805)683-8228  
Fax: 964-7564  
AGHarper@sbcc.edu

Please signify your approval of the use of premises agreement by signing where indicated below.

Sincerely,

Anthony J. Taketa  
Corporate Secretary

**AGREED TO AND ACCEPTED**

Santa Barbara City College  

\_By: \_Joseph Sullivan  
Vice President, Business Services  
Santa Barbara City College

Braille Institute Of America, Inc.

\_By: \_Anthony J. Taketa  
Corporate Secretary  
Braille Institute Of America, Inc.

\_Date: 4/11/12  
\_Date:
IQ4bis SOFTWARE LICENSE & MAINTENANCE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement"), made effective as of the 29th day of March, 2012 ("Effective Date"), is by and between IQ4bis Software Incorporated ("IQ4bis"), a California corporation, with its principal place of business at 9449 Balboa Ave., #311, San Diego, CA 92123 and Santa Barbara Community College District ("Customer"), a California Educational institution with its principal place of business at 721 Cliff Drive, Santa Barbara, CA 93109.

WHEREAS IQ4bis offers to license software as defined in Schedule "A" ("Licensed Software") along with Maintenance and support services, subject to the terms and conditions of this Agreement;

WHEREAS Customer desires to license the Licensed Software and purchase Maintenance and support services from IQ4bis, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, IQ4bis and Customer, desiring to enter into a legally binding contract, agree as follows:

1. Definitions

A. Confidential Information means any information, written or oral, that relates to either party's business, products, processes, or services, that is designated as confidential or proprietary or that a reasonable party would understand to be confidential or proprietary, with the following exceptions: (i) information that was already known to the receiving party; (ii) information obtained from public or published information; (iii) information received from a third party not known to be employed or affiliated with the disclosing party; and (iv) information which is or becomes known to the public other than through a breach of this Agreement. IQ4bis' pricing, software, and technical documentation related to the Licensed Software and Maintenance shall be deemed Confidential Information regardless of any lack of designation.

B. IQ4bis Partner means an individual or business entity licensed and authorized by IQ4bis to provide Maintenance and support services to IQ4bis customers on its behalf.

C. Licensed Software means all software items and related intellectual property and documentation that have been designed and manufactured by IQ4bis, Q4bis, PST software (NZ) Limited and Q4bis Software (NZ) Limited, whether on disk, in read only memory, on any other media or in any other form; as well as all software items and related intellectual property and associated documentation that are the property of third parties with whom IQ4bis has a reseller agreement.

D. Maintenance means access to Updates and the reasonable efforts and services supplied by IQ4bis or any IQ4bis Partner for overcoming, resolving or correcting any operational issues encountered by Customer in the use of the Licensed Software.

E. Support means any services supplied by IQ4bis or an IQ4bis Partner other than Maintenance.

F. Template means all software item(s) developed for a Customer by IQ4bis to facilitate specific data analysis.

G. Updates means any bug fixes, corrections, minor modifications or updates to the Licensed Software made generally available by IQ4bis to its Maintenance customers.
2. License
IQ4bis will deliver the Licensed Software to Customer at the license fees set forth on Schedule "A" by making it available for download and Customer is granted a limited, non-exclusive license to use the License Software for Customer's internal business purposes.

3. Conditions
A. Customer agrees that it shall not disassemble, deconstruct, decompile, or otherwise reverse engineer the Licensed Software.

B. Customer agrees that the Licensed Software is licensed, not sold, to Customer by IQ4bis for use only under the terms of this Agreement and IQ4bis reserves all rights not expressly granted to Customer. The rights granted herein are limited to IQ4bis intellectual property rights in the Licensed Software and do not include any other patents or intellectual property rights. Even though Customer owns (or operates) the media on which the Licensed Software is recorded, IQ4bis and/or IQ4bis' third party licensor(s) retain ownership of the Licensed Software.

C. Customer agrees that the terms of this Agreement will govern any and all Updates supplied by IQ4bis to Customer that replace and/or supplement the original Licensed Software, unless such Update is accompanied by a separate license agreement in which case the terms of that license agreement will govern.

D. Customer agrees and warrants that it will not duplicate, copy or transfer any Licensed Software in any form whatsoever, except for purposes of backup to its own computer system, nor shall Customer allow any third party to use, duplicate, copy or transfer such Licensed Software without the express prior written consent of IQ4bis. Nothing in this Agreement provides for Customer to re-license or assign the Licensed Software to any third party and no such provisions shall be inferred hereunder.

E. Each party agrees to obtain the other party's prior written approval of any marketing material or other information made available to a third party that describes the other party's products or services, provided, however, that each party may make reference to the other party's corporate name and logo on its marketing materials and on its website.

4. Proprietary Rights & Enhancements
Customer recognizes the Licensed Software licensed is proprietary, and agrees that IQ4bis shall retain ownership of all rights, title and interest to such Licensed Software. Enhancements made on behalf of Customer by IQ4bis shall be proprietary to and belong to IQ4bis, except where a Template is made for the sole use of Customer and IQ4bis agrees in writing that Customer may have proprietary rights thereto.

5. Confidential & Valuable Substance
Customer acknowledges that the Licensed Software has substantial monetary value and is confidential and a trade secret of IQ4bis or respective third party. IQ4bis maintains strict control over the Licensed Software and Customer agrees that it shall exercise the utmost care to prevent unauthorized disclosure the Licensed Software.

6. Indemnity
IQ4bis warrants that it owns or has the rights to sublicense the Licensed Software to Customer. IQ4bis agrees to indemnify, defend and hold Customer harmless from any claim by a third party or entity regarding copyright, trade secret or proprietary rights infringement concerning the Licensed Software, provided Customer gives immediate written notice of any such claim to IQ4bis and does not prejudice IQ4bis' defense of any such claim.
7. LIMITATION OF WARRANTY & DAMAGES

CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE LICENSED SOFTWARE IS AT CUSTOMER'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH CUSTOMER.

IQ4BIS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY IQ4BIS OR IQ4BIS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY. SHOULD THE LICENSED SOFTWARE PROVE DEFECTIVE, CUSTOMER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL IQ4BIS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE THE LICENSED SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE); EVEN IF IQ4BIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION MAY NOT APPLY. IN NO EVENT SHALL IQ4BIS TOTAL LIABILITY TO CUSTOMER FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE LICENSE FEE FOR PAID BY CUSTOMER FOR THE SOFTWARE. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

WHERE IQ4BIS SPECIFICALLY GUARANTEES LICENSE SOFTWARE AS TO ITS CONDITION, AND THERE IS A BREACH OF SUCH WARRANTY, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO REQUIRE IQ4BIS TO DELIVER TO CUSTOMER A SUITABLE REPLACEMENT OF SUCH LICENSE SOFTWARE TO REMEDY THE DEFECT. CUSTOMER SHALL NOTIFY IQ4BIS BY REGISTERED MAIL OF A BREACH OF WARRANTY WITHIN THIRTY (30) DAYS OF DISCOVERY THEREOF, WHICH BREACH SHALL BE WITHIN THE WARRANTY PERIOD SET OUT IN PARAGRAPH 9 BELOW, OTHERWISE THE CLAIM SHALL BE WAIVED. IQ4BIS SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY RELATING IN ANY WAY TO LICENSED SOFTWARE, AND IN NO EVENT SHALL IQ4BIS BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF POSSIBILITY OF SUCH DAMAGES.

8. DISCLAIMER OF IMPLIED WARRANTY

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED SOFTWARE IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND EACH PARTY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED SOFTWARE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITION OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHT.
9. EXPRESS WARRANTY ONLY
For six months following execution of the Agreement ("Warranty Period"), IQ4bis will correct at its expense all errors in the standard unmodified Licensed Software that prevent delivery of the agreed and intended functionality. Such errors must be reported by the Customer in writing by registered mail. Further, Customer will be entitled to upgrades or enhancements to the standard unmodified Licensed Software during the Warranty Period.

IQ4BIS DISCLAIMS ALL OTHER WARRANTIES EXCEPT AS CONTAINED IN THIS PARAGRAPH. USE OF ANY SAMPLE OR MODEL DURING NEGOTIATIONS SERVES MERELY TO INDICATE THE TYPE OF PRODUCT HEREUNDER, AND CREATES NO WARRANTY THAT PRODUCT WILL CONFORM TO SUCH SAMPLES OR MODELS.

10. Fees and payment
A. In consideration of the limited license grant in Section 3 hereof, Customer will pay to IQ4bis a non-refundable license fee as specified in Schedule "A".
B. For each Renewal Term, the annual support and Maintenance fee set forth in Schedule A shall increase by up to, but not more than, 2% per annum, and shall be due and payable by Customer to IQ4bis prior to commencement of such Renewal Term.
C. Any payment not made within thirty days of its due date shall be subject to a late charge of one percent (1%) per month, or the maximum rate allowed by law.
D. If IQ4bis enlists the services of a collection agency to collect any amounts due to it from Customer under this Agreement, Customer shall be responsible for and agrees to pay all such collection costs.

11. No Lost Profits or Consequential Damages
IQ4bis shall not be liable for any of Customers damages or claims for lost profits, or any claim or demand against Customer by any other party relating to the Licensed Software, Maintenance or Support provided to Customer hereunder. In no event shall IQ4bis be liable to Customer for consequential damages even if IQ4bis has been advised of the possibility of such damages.

12. Maintenance
A. Upon receipt by IQ4bis from Customer, payment of the First Year Support and Maintenance fee as set forth in Schedule A, and for as long as this Agreement remains in full force and effect, IQ4bis will provide Maintenance to the Licensed Software supplied to Customer, which includes the following:
   a. Maintenance to overcome any failure or malfunction of Licensed Software where such failure or malfunction is solely and directly attributable the Licensed Software design or logic errors or errors made by IQ4bis or IQ4bis Partner in implementing the Licensed Software, as well as those steps necessary to correct, restore, update, fix or maintain the Licensed Software. Maintenance does not include a remedy for those faults associated with non-Licensed Software and related occurrences such as hardware failures, network failures, or data corruption/loss resulting from Customers inadequate backup procedures or software misuse, whether intentional or unintentional.
   b. Customer license rights to access via the Internet or other electronic means to any and all Updates.
   c. Providing an upgrade path to Customer from the Licensed Software to any Update.
   d. reasonable efforts and services supplied by IQ4bis or any IQ4bis Partner during normal office hours (as defined in Section 14, below) for overcoming, resolving or correcting any operational issue encountered by Customer in the use of the Licensed Software. Maintenance may include directing Customer to documentation concerning the Licensed Software if it is deemed that the solution is provided therein.

4 of 10
SBCC SLA 3.29.12

Initial

Item 5.1-d
Page 4 of 8
4/29/12
B. Customer shall:
   a. Be solely responsible for the operation, administration and maintenance of its own computer hardware, operating system(s), computer network, and application software, including Licensed Software.
   b. Take the steps necessary to ensure that its personnel are sufficiently trained so that they can competently operate the computers, computer network software, and Licensed Software.
   c. Shall review the Licensed Software documentation before contacting IQ4bis.
   d. Provide remote access to its computers and/or computer networks as required by IQ4bis or IQ4bis Partner to provide Maintenance.

13. Support
Upon receipt by IQ4bis from Customer of a request for services supplied by IQ4bis or any IQ4bis Partner other than Maintenance (i.e., any service other than overcoming, resolving or correcting any operational issues encountered by Customer in the use of the Licensed Software as described in Section 12 above), either IQ4bis or an IQ4bis Partner shall:
   a. Provide thirty (30) minutes of Support, free of charge for each Support request.
   b. If the issue is not resolved after the thirty minutes, IQ4bis or an IQ4bis Partner shall provide an estimate of costs to respond to and resolve the issue. IQ4bis or an IQ4bis Partner will not perform any additional Support until Customer authorizes IQ4bis or an IQ4bis Partner in writing to perform such additional Support at the then prevailing IQ4bis professional services rates.

Customer shall provide remote access to its computers and/or computer networks as required by IQ4bis or IQ4bis Partner to provide Support.

Customer agrees that any other services not set out herein, including but not limited to on-site implementation of Updates and repairs of non-IQ4bis supplied software issues, or Customer's requested changes to Licensed Software, shall be paid by Customer to IQ4bis at the then prevailing professional services rates.

14. Hours/Response
Customer will be provided Maintenance and Support during normal business hours (8:30 am – 5:00 pm PST, Monday through Friday, excluding public holidays). IQ4bis or an IQ4bis Partner will respond to Customer’s request for Maintenance and/or Support within one business day from receipt of notification by telephone or e-mail, and, to the best of their ability, will take all reasonable action to try and resolve the problem.

15. Term
This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year, followed by automatic one (1) year renewal terms (“Renewal Term” and collectively, the “Term”), unless Customer provides written intention not to renew at least ninety (90) days prior to the end of the Term, or unless previously terminated as provided for in Section 16 Below.

16. Termination
A. Either party may terminate this Agreement if the other party commits a material breach of the Agreement and said breach has not been cured to the reasonable satisfaction of the non-breaching party within thirty (30) days of written notice from the non-breaching party stating in detail the nature of said breach.

B. Customer shall immediately cease all use of the Licensed Software as of the effective date of the
termination, including a non-renewal, and will cease use of all related documentation and shall return to iQ4bis or destroy any and all copies and all portions thereof of the Licensed Software and related documentation, with such destruction be certified in writing to iQ4bis by Customer.

C. All rights and obligations of the parties under this Agreement shall cease upon termination.

17. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand (and duly receipted) or sent via next-day delivery by a nationally recognized carrier (e.g., the United States Post Office, United Parcel Service, or Federal Express) with proof of delivery requested, as follows:

If to iQ4bis:
   iQ4bis Software Corporation
   9448 Balboa Ave., #311
   San Diego, CA 92123
   Attention: President & CEO

If to Customer:
   Santa Barbara Community College District
   721 Cliff Drive
   Santa Barbara, CA 93109
   Attention: Robert Else, Sr. Director, Institutional Assessment, Research & Planning

or to such other person or address as any party may furnish or designate to the other in writing in accordance herewith. Notice given by next-day delivery shall be deemed to have been given upon the day after the date sent to the recipient.

18. CONFIDENTIAL Information

Any Confidential Information received or otherwise learned by a party (as "Recipient") from the other party (as "Discloser") will be treated by the Recipient as confidential and proprietary information of the Discloser and will be used by Recipient solely in connection with its performance of this Agreement. Recipient will not disclose any such Confidential information to any other Person, other than to Recipient’s employees and advisors whose duties justify their need to know and who have agreed in writing to maintain the confidentiality of such information, unless Discloser consents to the disclosure in writing. However, Recipient will have the right to disclose Confidential Information to the extent such disclosure is required to comply with applicable law, regulation or court order; provided, that Recipient will use its best efforts to:

(a) provide Discloser prior notice of the need for disclosure and cooperate with the Discloser (for example, and without limitation, in seeking a protective order) to prevent or minimize the disclosure, and (b) minimize the extent of the disclosure. The terms of this Agreement will be deemed to be the Confidential Information.

19. Governing Law, Venue & Attorneys Fees

This Agreement shall be governed by and construed under the laws of the State of California without reference to its conflict of laws principles. The parties agree that the federal and state courts within the County of San Diego, California shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to its reasonable attorneys’ fees and costs, in addition to such other relief as provided by law.
20. **Injunctive Relief**
Customer acknowledges that IQ4bis may suffer great harm from a breach of this Agreement and Customer agrees to take reasonable precautions to prevent such a breach. Customer further acknowledges that monetary damages would be inadequate to fully compensate for any breach hereunder and that IQ4bis shall be entitled to injunctive or other equitable relief in addition to any other legal remedies that may be available.

21. **Assignment**
Neither party may assign this Agreement to any person or entity without the other party's prior written consent, with such consent not being unreasonably withheld. However, each party may assign this Agreement to a third party upon notice to the other party without the other party's consent in connection with a merger, consolidation or sale of all or substantially all of the assets of such assigning party, provided that no such assignment shall relieve the assigning party of its obligations hereunder. This Agreement shall be binding upon, and shall be enforceable by and inure to the benefit of the parties and their respective successors and assigns.

22. **No Agency.**
IQ4bis provides services as an independent contractor and nothing in this Agreement shall create any other relationship such as agency, partnership, joint venture, etc. and neither party shall represent that any such relationship exists.

23. **Headings.** The paragraph headings contained in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

24. **Modification/Waiver**
This Agreement may be amended only by a written instrument signed by both parties. If one or more of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable, it shall not affect any of the other portions of this Agreement. Failure by a party to enforce any provision of this Agreement, or any right with respect thereto, shall not constitute a waiver of that provision or right.

25. **Complete Agreement**
This Agreement represents the entire understanding of the parties and supersedes all prior agreements, understandings or representations between the parties with to such subject matter, and may not be modified, unless reduced to writing and signed by both parties. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the Effective Date.

**IQ4bis Software Incorporated**

By: __________________________
    (Signature)

Name: __________________________

Title: __________________________

Date: __________________________

**Santa Barbara Community College District**

By: __________________________
    (Signature)

Name: __________________________

Title: __________________________

Date: __________________________

Initial _______

7 of 10
SBCC SLA 3.29.12
## Schedule A
### Fees

<table>
<thead>
<tr>
<th>Item</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>IQ4bis DataServer™ Enterprise Edition &amp; Analysis™ Unlimited Enterprise Site License</td>
<td>$88,000</td>
</tr>
<tr>
<td>Report Publisher Option – Unlimited Enterprise Site License</td>
<td>$20,000</td>
</tr>
<tr>
<td>License Total List and Net</td>
<td>$108,000</td>
</tr>
<tr>
<td>Annual Support and Maintenance fee</td>
<td>$21,600</td>
</tr>
<tr>
<td>License Concession</td>
<td>($9,000)</td>
</tr>
<tr>
<td>Annual Support and Maintenance Concession</td>
<td>($1,800)</td>
</tr>
<tr>
<td>Total License with First Year Support and Maintenance</td>
<td>$118,800</td>
</tr>
<tr>
<td>Professional Services: Implementation &amp; Training for Proof of Production (30 Hours)</td>
<td><strong>$24,000</strong></td>
</tr>
<tr>
<td><strong>Additional details to follow in Statement of Work</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Net IQ for Business Solution</strong></td>
<td>$142,800</td>
</tr>
</tbody>
</table>

**Proof-of-Production:**
IQ for Business Solution shall be deemed acceptable by Licensee 30 days after installation of the Software. Products are installed on Licensee’s system and temporary access codes are issued by IQ4bis unless Licensee has notified IQ4bis in writing of any failure of the product to perform as stated herein. Implementation/training costs and travel expenses are still due no matter the outcome of the acceptance period. Upon the acceptance, and payment for license and maintenance, Customer shall be entitled to an additional 8 hours of professional services at no additional charge, which will be allocated towards four remote Analysis training sessions, two hours each.

**ReportPublisher Option:**
Customer has option to include or remove ReportPublisher from purchase. If removed, license of $20,000 and annual support and maintenance of $4,000 should be deducted from above.

**Concessions:**
In exchange for press release, case study and/or reference calls (upon successful implementation), IQ for Business agrees to a total concession of $10,800. If ReportPublisher is removed, the total concession will be reduced to $4,750 license, $950 annual support & maintenance. Thus, total IQ for Business solution would be $123,900.

**Additional Professional Service Fees:**
Consultant: $190/hour plus reasonable expenses, Sr. Consultant: $220/hour plus reasonable expenses

**PAYMENT TERMS:**

License with First Year Support and Maintenance:
The Total License with First Year Support and Maintenance fee is due upon acceptance of software.

Professional Services, Implementation and Training:
50% of the Professional Services, Implementation and Training is due upon scheduled implementation, and the remaining 50% is due the last day of the On-Site Engagement.

Customer is required to acknowledge receipt of IQ4bis software following download.

---

8 of 10
SBCC SLA 3.29.12

Initial

---

Item 6.1-d
Page 8 of 8
4/20/12
TELECOMMUNICATIONS LICENSE and LINK SERVICE AGREEMENT

This Telecommunications License and Link Service Agreement (the "Agreement") is entered into on February 8, 2012 by and between Santa Barbara City College ("Licensor") having an office at 721 Cliff Drive, Santa Barbara, CA 93108, and XO Communications Services, LLC, a Delaware limited liability company ("Licensee"), having an office at 13865 Sunrise Valley Drive, Suite 400, Herndon VA 20171, with respect to Licensor’s real property location(s) at administration building and library building.

WHEREAS: LICENSOR and LICENSEE wish to enter into an agreement concerning access to and use of the Building(s) by Licensee to allow Licensee to provide a complementary point to point link service to Licensor between two building locations. This Link Service will operate on FCC licensed spectrum owned by Licensee. Pursuant to the terms of this Agreement, Licensee may install, maintain and operate certain additional license protection telecommunication equipment and related facilities and Licensor acknowledges the benefit to Licensee resulting therefrom.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement commences on the date LMDS spectrum is first released to Licensor (the "Start of Service Date") and ends on May 31, 2015, and automatically renews to May 31, 2018, unless notice of non-renewal is received no less than 90 days prior to the end of the initial term. The Start of Service Date is the date Licensee delivers an e-mail notification to Licensor of spectrum frequency assignments and provides authority to Licensee to begin to use the LMDS spectrum. The service ("Service") is an offering that provides Licensee with exclusive use of a 2560 MHz duplex LMDS channel or channels between two fixed antenna locations. The Service, equipment, engineering, and installation are donated, effective at the date of install, to the Licensor by Nextlink Wireless, LLC ("Nextlink"), an affiliate of Licensee.

2. Licensor hereby grants to Licensee for the link installation shown in Exhibit A, a non-exclusive license and right to install, operate, maintain, replace, repair and upgrade optical fiber, co-axial cable, copper wires, other transmission medium and associated telecommunications equipment (the "Facilities") on, in and throughout the Buildings (including redundant connections) and the roof of the Buildings. To the extent required, Licensor shall make available Building risers and conduit to Licensee for installation of transmission medium in, across and through such risers and conduit. Licensee shall have the right to make connections to electrical and mechanical areas as necessary for operating the Facilities and the right to connect the Facilities within the Buildings to Licensee’s telecommunications network in the public right of way with licensor approval.

3. If additional equipment is needed for FCC compliance, Licensor hereby grants to Licensee an exclusive license and right to occupy and use available rack space at core building spaces in each Building(s) as depicted in Exhibit A hereto (the "Equipment Spaces") with licensee approval. Licensee shall provide access to the Buildings and Equipment Spaces with notice so that Licensee may perform installation, maintenance and emergency repair functions. All work is subject to prior reasonable approval by Licensor. If Licensee begins commercial operations, Licensee will negotiate with Licensor for additional space and roof rights for compensation with the licensor. Both parties will conduct the negotiations in good faith.

4. Licensor shall indemnify and hold Licensee harmless from and against all liability, loss, cost, claim damage or expense (including reasonable attorneys’ fees and expenses) incurred by Licensee and arising out of, or in connection with, (i) any breach or default in the performance of any obligation on Licensor’s part to be performed under this Agreement; or (ii) any injury to, or death of, any person or persons or damage to property including, without limitation, the Licensee facilities, which results from the negligent acts or omissions of or willful misconduct of Licensor or its agents or employees.

5. Licensor hereby represents and warrants to Licensee that Licensor has full right and authority to sign this Agreement and to grant Licensee the rights of use and access to the Buildings as identified herein.

6. Notice to either party to this Agreement shall be made by United States mail, first class mail, certified letter or return receipt requested, postage prepaid, or by overnight courier. If to Licensee, notice shall be sent to the address for Licensor set forth in the first paragraph of this Agreement. If to Licensor, notice shall be sent to XO Communications Services, LLC, 13865 Sunrise Valley Drive, Herndon, Virginia 20171, Attention: Director of Real Estate, with a copy to XO Communications Services, 13865 Sunrise Valley Drive, Herndon, Virginia 20171, LLC Attention: General Counsel

Signed by the parties as of the date set forth above.

XO Communications Services, LLC,
on behalf of itself and Nextlink Wireless, LLC.
a Delaware corporation

By: ________________________________
Name: ________________________________
Title: ________________________________

Santa Barbara City College
a City College

By: ________________________________
Name: ________________________________
Title: ________________________________
EXHIBIT A

SBCC Administration Bldg, Roof Layout Diagram

Courtyard below

- LP Compliance antenna (additional equipment)
- False chimney
- Elevated Roof Area
- LOS to Lib-LRC building
- 38'
- Penthouse roof access
- Admin Roof (Slight pitch)
- Existing POE
- Existing mast will accommodate link antenna and LP antenna. Conduit at POE runs to MDF room.

Note: In house cable contractor to determine final dimensions for cable lengths between antennas and MDF rooms as specified in scope of work.

Elevation Drawing

- LP Link and compliance antenna on South wall existing mast
- ELEVATION 138'
- ELEVATION 130'
- ELEVATION 122'
- Existing conduit with available room for cabling from POE at mast to MDF room
- Floor 2
- AMSL 82'

Note: In house cable contractor to determine final dimensions for cable lengths between antennas and MDF rooms as specified in scope of work.
Note: In house cable contractor to determine final dimensions for cable lengths between antenna and MDF room in addition to POE, as specified in scope of work.
XO Communications License Preservation Program

Program Overview

XO Communications possess FCC licensed spectrum in markets across the United States, and must utilize these frequencies in each market to preserve their spectrum rights within a certain timeframe. Through this License Preservation (LP) program, the microwave Link Service, equipment, engineering and installation are donated, at no cost to you, to meet the compliance standard that preserves XO spectrum rights into 2018.

The standard for compliance is a number of functioning links based on census population figures for a given market. In larger markets where setting up many link services in a short period of time can't be achieved, a second component consisting of additional equipment is necessary. For most locations one or two additional antennas are orientated facing population densities, and this completes the compliance standard.

Equipment and Use

XO does not offer or sell their commercial services under the License Preservation (LP) program. They provide the Link Service with carrier grade equipment over licensed frequencies between your two locations, for your use. Typically this is an extension of, or redundant path for broadband, voice, or data services you currently have. The Link Service equipment donated is yours to use and maintain.

If additional equipment is placed for compliance at one of your locations, it is turned on, tested, and turned off at the time of your Link Service installation. Unlike your Link Service equipment, the additional compliance equipment remains the property of XO, and access rights and terms of use are explained in the link Service Agreement.

If the additional equipment is ever used for commercial service in the future, XO may approach you for an expanded presence at your location, representing a potential revenue opportunity for you to negotiate as you wish. LP sites are primarily chosen for the compliance Link Service ability first, and predicting that any location has a future potential is not possible.

The Process

If interested in the LP Link Service, your location and intended use information is presented for technical viability to XO, and upon approval, a survey date is scheduled. After this detailed survey information is reviewed, and receives XO engineering approval, an appointment is scheduled for installation of your Link Service.
The value of XO's license preservation investment averages $50,000 per Link Service. When complete, the program will donate approximately 30 links in various cities throughout the US with a total value of approximately $1,500,000.00.

**Program Benefits and Requirements**

**LP Program Benefits**
- Use of 28 and 31 GHz licensed frequencies
- Commercial grade equipment (12" Dish)
- Carrier grade service @30Mbps
- 0-5 mile range
- Antenna equipment and cabling included
- Installation and activation included
- Technical support for your connections
- Long term protection of frequency use

**LP Program Requirements**
- Line of sight (LOS) exists between your locations
- You own your two locations and can lease space to XO on roof tops and inside at one location.
- Own equipment at each location to make use of the link.
- 0-5 miles or less between locations
- Agree to a long term lease through 2018
- Can provide access 365/yr with notice
- Standard 110 power available at your locations

**The Agreement**

The lease agreement is available and is reviewed prior to scheduling a survey. Explanations of terms or adjustments for specific concerns are addressed at this time. A survey is scheduled, and at the conclusion of the survey for your Link Service, specific drawings and comments regarding equipment and locations are added to the agreement.

The lease is then signed that provides you with all the information for Link Service, location of equipment to be installed, and any additional equipment that may be necessary for FCC compliance.

The signed lease and survey information is presented to XO for review, and upon approval, an installation date is scheduled.
License Preservation FAQ's

What are you selling?
There is nothing to sell. Wideliness, Inc. installs point to point communication links to preserve spectrum rights for our client, XO Communications (XO). We are not authorized to sell any Telcom services, and refer rare inquiries to the XO sales department. Also, our outreach is not a pre-screening effort for Telcom services.

Is this a phone/internet service?
No, this is a microwave link between your two locations. The content used over the link is your choice; voice, data, broadband, etc, and generated by your equipment. Our responsibilities revolve around FCC compliance with respect to licensed spectrum, and our client’s goal to preserve spectrum in your market area.

What are typical uses in the License Preservation program?
Any legal private or commercial use is acceptable. Links are used for voice, data, and broadband connectivity for emergency 911 or text services, redundant safety systems, intra campus connectivity, VOIP, multimedia between stadiums or learning centers, and other medical, municipal, and professional applications.

Where is the link installed?
Between any two building or property locations you own that have 'line of site' (LOS). The antennas are typically mounted on steel masts, which are attached to your property. Wideliness, an XO approved contractor, guides you through determining valid locations, performs all equipment installations at your two locations, and consults on uses and connectivity to your equipment.

What do the additional antennas do?
Initially, they do nothing. They are turned on, tested, and unplugged at the time of your install. They represent the required compliance effort to place equipment in a configuration that covers a percentage of the population in a given market. If XO develops a market in your area, they may or may not be used.

What are the link capabilities?
The program link operates on 28-31 GHz, spectrum licensed to XO Communications in your area. Geographical areas differ slightly in performance, based on rain zone and other factors, but commercial grade service can be expected at 0 to 5 miles, line of sight, for your use.

Why do they give it away?
The FCC prohibits spectrum license holders from ‘warehousing’ frequencies. Although technology moves at a rapid pace, developing a commercial communication market is a long lead process. To preserve spectrum rights for the long term, XO must meet FCC requirements of use, demonstrating population coverage with equipment in place. By providing links to a small number of people before the market is developed, they preserve these rights within a given marketplace. The significant cost of equipment and installation is the investment in their asset, the spectrum frequency.

What happens at the end of the lease?
Leases are through 2018, the spectrum expiration date, and may contain a renewal option occurring mid-point between now and the expiration date in your market. The equipment is yours to do with as you wish. A renewal option may be possible if XO retains license rights beyond 2018.
TOUR RESOURCE CONSULTANTS  
with  
SANTA BARBARA CITY COLLEGE

AGREEMENT  
for  
PHTOTOGRAPHY AND PRINTMAKING STUDY ABROAD PROGRAM  
in  
HAVANA, CUBA  
SUMMER 2012

WHEREAS, SANTA BARBARA COMMUNITY COLLEGE DISTRICT (hereinafter referred to as "District") requested a proposal for a photography & printmaking study program in Havana, Cuba,

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

1. DATES OF THIS AGREEMENT. This agreement shall be in effect from June 30 – July 29, 2012.

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 teach the courses, counsel the students, and supervise the program. Selection of the Program Director(s) is the prerogative of SBCC. In addition, SBCC will:

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

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

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

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

- The program begins and ends in Los Angeles for group flight participants.

- Students wishing to travel independently from the group have the option of flying on their own from LAX to Miami, but are required to fly with the group from Miami to Havana and from Havana to Miami.

- SBCC has no responsibility for students on the termination of the program, July 29, 2012.
2. SBCC:
   - Shall select program director(s)
   - Shall select and evaluate students for the program
   - Shall conduct pre-departure briefings for students
   - Shall, through the Program Director(s), 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(s), 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, in collaboration with Cuba Tours and Travel, which is a fully licensed Travel Service Provider (TSP), shall assign a program coordinator in Havana, to coordinate program logistics, organize field trips, assist the faculty and interface between students, local guides, presenters, and staff at the hotels and do all possible to make the program a success, at no extra cost.

   TRC shall arrange field excursions to areas of cultural, academic, or historic interest. All field trips to include a bilingual tour guide. Field trips include excursions to destinations as outlined in the following program itinerary:

1. PROGRAM ITINERARY-AT-A-GLANCE

**Day 1: Saturday, June 30: Los Angeles - Miami (O)**
Transfer on own to Los Angeles Airport
9:15 PM Depart Los Angeles on American Flight# 1254

**Day 2: Sunday, July 1: Arrive Miami - Havana (D)**
5:30 AM Arrive in Miami
10:00 AM Check in for Havana charter flight
1:00 PM Depart Miami on Gulfstream Air Charters flight
2:00 PM Arrival in the International Airport José Martí, Havana
Check-In to Hotel Copacabana
7:00 PM Welcome dinner at restaurant

**Day 3: Monday, July 2: Havana (B/L/D)**
9:00 AM Orientation meeting with local coordinators
10:30 AM Visit to the Group for the Integral Development of the City, a non-governmental institution that advises the local government in various planning policies and development projects. Visit to *La Maqueta de la Ciudad* (the Scale Model of the City) and meeting with Architect and Urban Planner Miguel Coyula. Discussion on urban development, participation and community projects.
12:00 PM Visit to the art studio of Eulín Fraga, a young independent artist who mixes newspaper collage and oil painting with various contemporary themes on social issues.
12:45 PM Lunch at *Kasalta* Restaurant - a favorite spot for Cubans with great Cuban cuisine and seafood
2:30 PM Drive through Miramar and Vedado Districts
3:00 PM Tour of Vedado Downtown, the Anti-Imperialist Square, University of Havana and visit to the *Hotel Nacional*, a city icon from 1930s. Visit to the small museum with a yellowing collage of luminaries of...
past guests, from Winston Churchill to Marlon Brandon, including Mob titans Meyer Lansky, Santos Trafficante and "Lucky" Luciano.
4:30 PM Visit to the Revolution Square
5:30 PM Return to hotel
7:00 PM Dinner at hotel

Day 4: Tuesday, July 3: Havana (B/L/D)
8:30 AM City tour in Habana Vieja, the historical and oldest district of Havana: Walk along Plaza Vieja, Mercaderes street, Plaza de Armas, and the Cathedral. Visit to the Natural History Museum. Learn about Ernest Hemingway's favorite places.
1:00 PM Lunch in Old Havana
2:30 PM Meeting with representatives of Taller La Gráfica
4:00 PM Return to the hotel
5:00 PM Meeting with Abel Ernesto, Photographer and Journalist.
7:00 PM Dinner at hotel

Day 5: Wednesday, July 4: Havana (B/L/D)
9:30 AM Visit the Museum of the Revolution
11:30 AM Visit the home and art studio of ceramist and painter José Fuster. Learn about his art and his community project
1:00 PM Lunch at his home-studio, great opportunity to engage in a discussion on Cuban contemporary art
4:00 PM Overview of the current situation in Cuba with a political science and economist professor from the University of Havana
7:00 PM Dinner at hotel

Day 6: Thursday, July 5: Havana (B/L/D)
9:30 AM Visit to the Literacy Campaign Museum in Ciudad Libertad, a large educational complex in the Marianao District. Meeting with Historian and Professor Luisa Campos, specialist on Cuban educational system.
11:30 AM Visit to a junior high school. Meeting with students and teachers
Afternoon at leisure
7:00 PM Dinner at hotel

Day 7: Friday, July 6: Havana (B/D)
9:00 AM Visit to the International Film School in San Antonio de los Baños. Meeting with professors and students and lunch at the school (lunch on own)
5:00 PM Meeting with members of the Community Project Espiral. Proyecto Espiral is a grassroots project dedicated to the education of young people on environmental issues and sustainable development. Discussion on various pressing issues in Cuba with college students and young professionals.
7:00 PM Dinner at hotel

Day 8: Saturday, July 7: Havana – Matanzas Excursion (B/D)
Excursion to Matanzas
Stopover at viewpoint Bacunayagua Bridge, explore the town of Matanzas.
Afternoon Drive to Varadero Beach - Explore town and enjoy the beach
Evening Return to Havana
7:00 PM Dinner at hotel

Day 9: Sunday, July 8: Havana (B/D)
11:00 AM Visit to the Callejón de Hammel, a street cultural center led by painter and muralist Salvador González Escalona. His internationally known artwork deals with the roots and influences of African religions in Cuba. Meeting with Elias Asser, specialist on Afro-Cuban religion and general manager of González Escalona's gallery.
12:30 PM Live Rumba at Callejón
2:30 PM Return to the hotel, at leisure
7:00 PM Dinner at hotel
Day 10: Monday, July 9: Havana (B/D)
9:00 AM Group 1 - Taller La Gráfica printmaking workshop
Group 2 - Old Havana photo workshop
1:00 PM Return to the hotel
7:00 PM Dinner at hotel

Day 11: Tuesday, July 10: Havana (B/D)
10:00 AM Visit to the Fine Arts Museum
5:30 PM Trip to La Cabaña Fortress ($6-8 CUC entrance fee), one of the biggest fortresses of 1700s in Latin America. Visit to the Museum of Che Guevara and Cañonazo de Las 9 performance. Dinner included.
9:30 PM Return to hotel

Day 12: Wednesday, July 11: Havana (B/D)
9:00 AM Group 1 - Taller La Gráfica printmaking workshop
Group 2 - Columbus Cemetery photo workshop
1:00 PM Visit to the Organic Agricultural Urban Cooperative of Alamar. Meeting with managers, specialists and workers (lunch on own)
4:00 PM Return to hotel
7:00 PM Dinner at hotel

Day 13: Thursday, July 12: Havana (B)
9:00 AM Group 1 - Taller La Gráfica printmaking workshop
Group 2 - Guanabacoa photo workshop
7:00 PM Cultural activity with two community projects: Okan-Tomi that explores and reworks Afro-Cuban dances and music traditions and El Barracón, a women’s collective studying and promoting the African roots on Cuban cuisine (dinner on own).

Day 14: Friday, July 13: Havana – Viñales (B/L/D)
9:00 AM Departure for Pinar del Río
10:30 AM Visit to Las Terrazas, a biosphere reserve and national park in the Sierra del Rosario of Pinar del Río. Visit to the Cafetal a coffee plantation ruins from the colonial time, Walk around the community of 1000 Inhabitants and meet local artists, Learn about the history of this community funded in 1970 and the massive reforestation program implemented in the early 1970s.
Visit to the Day-Care Center of the community and meeting with educators. Meeting with the family doctor of the community.
1:00 PM Lunch at the vegetarian restaurant El Romero
2:30 PM Coffee at Café de María, a local coffee producer and vendor
3:00 PM Optional to visit the San Juan River – swimming and relaxing
4:30 PM Drive to Viñales
6:30 PM Check-in at Los Jazmines hotel in Viñales
7:00 PM Dinner at hotel

Day 15: Saturday, July 14: Viñales (B/L/D)
10:00 AM Meeting with the Historian of the town, visit to an “art farm” (a farmer who combines agricultural work, woodcut art and spiritual advising), visit to the botanical gardens of Caridad.
1:00 PM Lunch at a Paladar (privately owned restaurant)
3:00 PM Visit the Palenque caves and the prehistory mural
5:00 PM Return to the hotel
7:00 PM Dinner at hotel
Possible cultural activity in the community

Day 16: Sunday, July 15: Viñales – Havana (B/L)
Free morning
Optional: Hiking, horseback-riding and swimming
1:30 PM Lunch at the hotel
2:30 PM Hotel check-out
3:00 PM Drive back to Havana
6:00 PM Arrival in Havana
Day 17: Monday, July 16: Havana (B/D)  
9:00 AM Group 1 – Taller La Gráfica printmaking workshop  
Group 2 – Quinta Avenida Miramar photo workshop  
Free afternoon  
7:00 PM Dinner at hotel

Day 18: Tuesday, July 17: Havana (B/D)  
9:30 AM Visit to the Instituto Superior de Arte (ISA), the Higher Institute of Arts of Havana. This university trains undergraduate and graduate students on fine arts, performing arts, music, and dances.  
7:00 PM Dinner at hotel

Day 19: Wednesday, July 18: Havana (B/D)  
9:00 AM Group 1 – Taller La Gráfica printmaking workshop  
Group 2 – Malecón Miramar photo workshop  
3:00 PM Visit to Lenin Park and the Botanical Gardens  
7:00 PM Dinner at hotel

Day 20: Thursday, July 19: Havana (B/D)  
9:00 AM Group 1 – Taller La Gráfica printmaking workshop  
Group 2 – Santa Fe Miramar photo workshop  
7:00 PM Dinner at hotel

Day 21: Friday, July 20: Havana – Santa Clara (B/L)  
9:00 AM Departure to Santa Clara  
12:30 PM Arrival in Santa Clara, lunch in Downtown  
2:00 PM Check-in at Hotel Los Caneyes  
3:00 PM Visit to the Ernesto Che Guevara Mausoleum and museum at the Revolution Square of Santa Clara  
5:00 PM Visits to downtown, Parque Vidal

Day 22: Saturday, July 21: Santa Clara – Trinidad (B/L/D)  
10:00 AM Visit to Tren Blindado  
12:00 PM Drive to Topes de Collantes  
1:00 PM Lunch In Topes  
3:00 PM Drive to Trinidad  
4:00 PM Arrival in Trinidad – check-in at Hotel Las Cuevas  
7:00 PM Dinner at hotel

Day 23: Sunday, July 22: Trinidad – Havana (B/D)  
City tour included in Trinidad  
Return to Havana  
7:00 PM Dinner at hotel

Day 24: Monday, July 23: Havana (B/D)  
9:00 AM Group 1 – Taller La Gráfica printmaking workshop  
Group 2 - Old Havana Miramar photo workshop  
7:00 PM Dinner at hotel

Day 25: Tuesday, July 24: Havana (B/D)  
9:30 AM Visit to the Regla community – Ferry ride across the bay and visit to the Church of Regla (Yemayá) and the Afro-Cuban museum  
7:00 PM Dinner at hotel

Day 26: Wednesday, July 25: Havana (B/D)  
9:00 AM Group 1 – Taller La Gráfica printmaking workshop  
Group 2 - 23 y L photo workshop  
7:00 PM Dinner at hotel
Day 27: Thursday, July 26: Havana (B/D)
10:00 AM Farmer's market
Visit to John Lennon Park
4:00 PM Visit to a community project In La Lisa dedicated to the promotion of art, environmental education and social pressing issues.
7:00 PM Dinner at hotel

Day 28: Friday, July 27: Havana (B/D)
10:00 AM Arts and Crafts market
11:30 AM Transfer by bus to Jibacoa
12:30 PM Check-in to the Hotel Villa Tropic. Afterwards students will meet at the hotel restaurant for lunch. After Lunch students will explore Bermejo Beach with its beautiful nature walks and snorkeling.
6:00 PM Dinner and evening program at the Hotel

Day 29: Saturday, July 28: Havana (B/D)
9:00 AM Students will spend the day at Bermejo Beach and Jibacoa environs
Meals and snacks are included at the all-inclusive hotel property
7:00 PM Farewell Dinner at restaurant

Day 30: Sunday, July 29: Havana – Los Angeles (B)
10:30 AM Transfer to the Havana airport
12:30 PM Check-in at for Charter to Miami
3:00 PM Depart Havana on Gulfstream Air Charter
4:00 PM Arrival in Miami
7:30 PM Departure from Miami on American Flt. #397
9:55 PM Arrival in Los Angeles

PRICES & CONDITIONS
Prices are based on double room occupancy in hotel accommodations and a minimum of 30 paying participants.

Price per person: 

<table>
<thead>
<tr>
<th></th>
<th>Land Only*</th>
<th>Air/Land</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price p. Pers., w/min. of 30 payers+ 2 free</td>
<td>$3,997</td>
<td>$4,490</td>
</tr>
<tr>
<td>Price p. Pers., w/min. of 35 payers+ 2 free</td>
<td>$3,992</td>
<td>$4,485</td>
</tr>
<tr>
<td>Price p. Pers., w/min. of 40 payers+ 2 free</td>
<td>$3,982</td>
<td>$4,475</td>
</tr>
</tbody>
</table>

*Includes Round-trip air, Miami/Havana. Single Supplement: $300
Confirmed Airfare, Los Angeles/Miami: $493.00 (incl. taxes and fuel surcharges)

2. PROGRAM PRICE INCLUDES FOR EACH PARTICIPANT:

- Round-trip airfare, Los Angeles/Miami, via American Airlines, including all air departure taxes and fuel surcharge (currently $101.00 and subject to change until ticketed)
- Charter round-trip Airfare, Miami/Havana, via Gulfstream Air Charter Airlines
- Accommodations for 28 nights, based on share twin occupancy, at the following suggested properties:
  - July 1-13 Havana Copacabana Hotel (12)
  - July 13-15 Vinales Los Jazmines Hotel (2)
  - July 15-20 Havana Copacabana Hotel (5)
  - July 20-21 Santa Clara Los Caneyes Hotel (1)
  - July 21-22 Trinidad Los Cuevas Hotel (1)
  - July 22-27 Havana Copacabana Hotel (5) July 27-29 Jibacoa Villa Tropic Hotel (2)
• A total of 60 Meals: 28 breakfasts, 7 lunches and 25 dinners as detailed in itinerary
• All workshops as detailed in itinerary. Please note:
• The four photography workshops will involve a professional photographer emerging on the Havana scene. That photographer will conduct four 4-hour workshops for 15-20 students each. Each student must provide his or her own camera, film and other supply and equipment. The four graphic workshops will be held at the Taller de Grafica. It will involve an artist from the Taller who will lead a group of 15-20 students at each workshop in a session on graphic arts. Each student must bring their own specialized tools and materials.
• All site visits as per itinerary (artist studios, museums, etc.)
• All touring and sightseeing as per itinerary
• Motor coach or van transportation to all events on itinerary
• Group programs accompanied by two professional Cuba based English-speaking guides
• Assistance with US Forms and paperwork for a General License in Education
• Cuban Visa
• Medical Insurance within in Cuba (mandatory).
• 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.

PROGRAM PRICE EXCLUDES:
• SBCC Tuition and fees
• Gratuitities for local hosts and guides
• Tips (Guide, Driver and restaurants)
• Airport Taxes upon departing Havana (CUC 25)
• Personal expenses such as passport or visa fees
• All other items not listed under “Program Price Includes”

THE PROGRAM PRICE INCLUDES FOR SANTA BARBARA CITY COLLEGE:
• Travel and accommodation arrangements for two instructors if a minimum of 30 students are enrolled. All land services and when traveling like students. Single occupancy in hotels.
• Round-trip airfare for two instructors on group flights
• The following liability coverage:
  Liability Insurance: Tour Resource Consultants (TRC) maintains Commercial General Liability Insurance with limits of $2,000,000.00 per occurrence. This coverage provides insurance for domestic (USA) and foreign liability exposures. Such coverage shall be endorsed to Santa Barbara City College as additional insured and shall provide a 30-day notice of cancellation or material change. TRC will provide Santa Barbara City College with a certificate of insurance evidencing the required coverage.

DETAILS OF INSURANCE INCLUDED IN TOUR PACKAGE
A basic travel insurance group policy covering medical emergencies, lost or delayed baggage, and emergency assistance is included in the land-only tour price. It is provided by a third-party insurance provider and is not a trip cancellation insurance. The specific coverage details are:
• $750: Trip Delay
• Reimburses insured up to $150 a day for additional accommodations or travel expenses if insured is delayed for more than 12 hours due to a covered reason
• $1,000: Baggage & Personal Effects
• Reimburses insured if luggage is lost, damaged, or stolen while on the trip
• $250: Baggage Delay
• Reimburses insured for the purchase of essential items if bags are delayed for more than 24 hours
• $25,000: Medical Expenses
• Covers necessary medical expenses up to one year after the sickness or injury, provided initial treatment was received while on the trip
• $250,000: Emergency Medical Evacuation
• Covers evacuation and transportation to the nearest adequate medical facility
• $25,000: Accidental Death & Dismemberment
• Pays for loss of life or limb if occurs within 365 days of an accident during the Insured’s trip

TERMS OF CONTRACT

1. SCOPE OF AGREEMENT. This agreement shall be interpreted under the laws of the State of California, United States of America, and shall inure to the benefit of the parties hereto, their successors, or assigns. Time shall be of the essence in each term and provision of the Agreement. Any changes, additions, or deletions must be in writing and signed by all the parties hereto or their respective successors in interest.

2. NO ASSIGNMENT/TIME OR ESSENCE/HEIRS AND ASSIGNS. This Agreement is for the particular services of TRC and Cuba Tours and Travel, a fully licensed travel provider (TSP), and shall not be assignable by TRC and/or Cuba Tours and Travel in whole or in part without the prior written consent of District. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto or of any third party beneficiaries of this agreement.

3. INDEMNIFICATION. TRC shall protect, hold harmless, indemnify, and defend District (including its trustees, officers, and employees) from any and all liability as defined in this Paragraph. For purposes of this Agreement, liability means any and all claims, demands, losses, causes of action, suits or judgments of any and every kind including reasonable attorneys’ fees, ("Claims") that any person (Study Abroad participants or Travel Contractor's employees), or such person's heirs, executors, against the District, arising out of or in connection with Travel Contractor's activities under this Agreement which give rise to personal injury, accident, illness or death, or any loss or damage to property, or any other claim by any program participant including but not limited to Claims based on Travel Contractor's failure or refusal to perform in accordance with this Agreement that results from any cause other than the sole negligence of the District.

4. 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. No prior or contemporaneous agreements representation or understanding between Travel Contractor and any Travel Instructor/Presenter/ Guide for any Education Tour/Field Studies trip that are not set forth herein shall be binding upon the District. No waiver, modification or amendment of any provision of this Agreement shall be effective unless it is in writing and signed by a person duly authorized to so sign by the party against whom enforcement of such waiver, amendment or modification is sought in a document that specifically refers to this Agreement.
5. **CONTROLLING LAW.** This agreement is made in California and its terms and conditions shall be construed in accordance with the laws of the State of California, excluding that body of law applicable to conflicts of law. Travel Contractor warrants and agrees that any suit brought by District or any Study Abroad participant against Travel Contractor based upon this Agreement may be brought in any California court of competent jurisdiction as to the amount of such claim.

6. **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 LLC  
   8080 La Mesa Boulevard, Suite 105  
   La Mesa, CA 91941  

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

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

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

SANTA BARBARA CITY COLLEGE

Title: ____________________________  
Date: ____________________________

Tour Resource Consultants

Title: ____________________________  
Date: ____________________________
VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

CONTRACT

This contract entered into this 5th day of April, 2012, by and between the Ventura County Community College District, herein referred to as "VCCCD" and Santa Barbara City College, herein referred to as "SBCC".

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

   In consideration of the payments hereinafter set forth, SBCC will perform services for VCCCD with the terms, conditions and specifications set forth herein:

   - Customize Customer Service and Supervision training curriculum to align with Client outcomes and workplace requirements.
   - Apply bi-lingual language modifications to service industry supervision curriculum.
   - Apply bi-lingual language modifications to Customer Service curriculum.
   - Meet and consult with VCCCD staff, as needed.
   - Make new curriculum available to VCCCD's Workplace Learning Resource Center.
   - Staff preparation of 66 hours @ $45/hour.
   - Total payment for services not to exceed $3,000.00

2. **PAYMENTS**

   In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein, SBCC shall bill VCCCD at the completion of the project. Following receipt of a complete bi-lingual Customer Service curriculum, approved by VCCCD, SBCC shall then be paid within (45) forty five working days of submission of valid invoice.
3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this contract, it being understood that VCCCCD engages the services of independent contractors that have no claim, under this contract, for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

4. **TERM**

This Contract will be in effect from May 30, 2012 through August 30, 2012, subject to all the terms and conditions set forth herein. This contract may, upon mutual agreement, be extended contingent upon signed approval of extension by both parties.

5. **TERMINATION**

Either party may terminate this contract at any time for any reason by providing 30 days written notice. In the event of termination under this paragraph, SBCC will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. Client hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

6. **INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

Client agrees to defend, indemnify, and save harmless the VCCCCD, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Client, VCCCCD or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Client, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of VCCCCD. Client agrees to waive all rights of subrogation against VCCCCD for losses arising directly or indirectly from the activities and/or work covered by this contract.
7. Notices

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO VCCCD: SUSAN JOHNSON, VICE-CHANCELLOR BUSINESS AND ADMINISTRATIVE SERVICES VENTURA COUNTY COMMUNITY COLLEGE DISTRICT 255 W. STANLEY AVENUE VENTURA, CA 93001 (805) 652-5500

TO CLIENT: JOSEPH SULLIVAN VICE PRESIDENT OF BUSINESS SERVICES SANTA BARBARA CITY COLLEGE 721 CLIFF DR. SANTA BARBARA, CA. 93109 (805) 965-0581

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

8. Compliance With Laws

Each party to this contract will comply with all applicable laws.

9. Construction of Covenants and Conditions

Each term and each provision of this contract will be construed to be both a covenant and a condition.

IN WITNESS WHEREOF the parties here to have executed this Contract.

VCCCD

[Signature]

[Printed Name]

[Title]

[Date]

CLIENT

[Signature]

[Printed Name]

[Title]

[Date]
SUBCONTRACT 1011.0051.03 BETWEEN

PRIME
California State University Channel Islands
1 University Drive
Camarillo, CA 93012

Type of Agreement: Cost Reimbursable
Base Period of Performance: October 1, 2011 – September 30, 2012
Prime Contract Number: P031C110161
Subcontract Value: $47,000.00

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

In support of CI's Government Prime Agreement P031C110161, the Subrecipient shall perform services in accordance with the Statement of Work Appendix A. This subcontract consists of this Signature page, subsequent pages 2-14, and any such Attachments, Appendices, or Documents that may be identified as incorporated herein.

IN WITNESS WHEREOF, these two parties have caused this subcontract to be fully executed by the signature of their duly authorized organization representatives hereunder:

California State University Channel Islands

By: [Signature]
Title: AVP Finance and Budget
Date: 3/16/12

Santa Barbara City College

By: [Signature]
Title: Ed Program/Acting EVP
Date: 3/17/12
This subcontract for the Project entitled *Project ACCESO (Achieving a Cooperative College Education through STEM Opportunities)*, is comprised of the following Articles and Appendices:

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 1.</td>
<td>Scope of Work</td>
</tr>
<tr>
<td>Article 2.</td>
<td>Period of Performance</td>
</tr>
<tr>
<td>Article 3.</td>
<td>Consideration and Payment</td>
</tr>
<tr>
<td>Article 4.</td>
<td>Project Direction</td>
</tr>
<tr>
<td>Article 5.</td>
<td>Key Personnel</td>
</tr>
<tr>
<td>Article 6.</td>
<td>Notices</td>
</tr>
<tr>
<td>Article 7.</td>
<td>Reports</td>
</tr>
<tr>
<td>Article 8.</td>
<td>Publicity</td>
</tr>
<tr>
<td>Article 9.</td>
<td>Independent Contractor</td>
</tr>
<tr>
<td>Article 10.</td>
<td>Intellectual Property</td>
</tr>
<tr>
<td>Article 11.</td>
<td>Indemnity</td>
</tr>
<tr>
<td>Article 12.</td>
<td>Records Retention and Audit</td>
</tr>
<tr>
<td>Article 13.</td>
<td>Debarment and Suspension</td>
</tr>
<tr>
<td>Article 14.</td>
<td>Lobbying</td>
</tr>
<tr>
<td>Article 15.</td>
<td>Export Controls</td>
</tr>
<tr>
<td>Article 17.</td>
<td>Termination</td>
</tr>
</tbody>
</table>

| Appendix A | Statement/Scope of Work            |
| Appendix B | Budget                             |
| Appendix C | Invoice Format                      |
| Appendix D | Reporting Schedule                 |
| Appendix E | Contacts                           |
| Appendix F | Prime Award Terms and Conditions   |
SUBRECIPIENT AGREEMENT
between
CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
and
Santa Barbara City College

This Agreement is entered into by and between the Trustees of California State University Channel Islands (CI), having a place of business at One University Drive, Camarillo CA 93012 and Santa Barbara City College (Subrecipient), having a place of business at 721 Cliff Drive, Santa Barbara, CA 93109-2394.

PREMISES:

CI and US Department of Education, Office of Postsecondary Education, (Sponsor) have entered into agreement P031C110161 (Prime Agreement) for the project entitled Project ACCESO (Achieving a Cooperative College Education through STEM Opportunities); and

It is in the best interests of CI and Sponsor to obtain the assistance of Subrecipient for the performance of certain work required by said Prime Agreement; and

Subrecipient has proposed to assist CI in the accomplishment of said work;

In consideration of the mutual promises and covenants described below, the parties agree as follows:

Article 1. Scope of Work

Subrecipient agrees to perform the tasks/deliverables set forth in the Scope of Work which is attached and incorporated as Appendix A. The scope of work shall not be changed except by written amendment to this Agreement signed by both parties. While under subcontract, the Subrecipient agrees to cooperate with Project Evaluators and supply information and records needed to track progress.

Article 2. Period of Performance

The period of performance for this Agreement shall commence on 10/01/2011, and shall terminate on 09/30/2012, unless extended by mutual agreement in writing between the parties, or unless terminated by one of the parties as provided in this Agreement.

Article 3. Consideration and Payment

As consideration for the work described in Article 1, CI agrees to pay Subrecipient a cost-reimbursable amount not-to-exceed $47,000 (forty seven thousand dollars) in accordance with the budget attached and incorporated as Appendix B. Significant changes to the subcontract budget and or scope of work shall be mutually agreed upon and executed in writing by the CI PI and filed as an amendment to the subcontract with the CI Administrative Contact.

Monthly invoices for expenses incurred shall be submitted by Subrecipient to the Financial Contact identified in Appendix E, within 30-days of the end of each month.

Invoices shall be in accordance with the billing format attached and incorporated as Appendix C. Payment of invoices shall be contingent upon approval by CI Principal Investigator, identified in Appendix E, Contacts, attached and incorporated herein. The final invoice shall be marked “Final,” and shall be received no later than thirty (30) days after the completion date in Article 2.
Article 4. Project Direction

The CI PI is authorized to coordinate the technical aspects of the work within the general scope of work.

All matters affecting the terms or administration of this Agreement shall be referred to the Administrative Contact listed in Appendix E. The CI representative shall be contacted for changes or amendments to this Agreement, including but not limited to, changes in the scope of work, period of performance, cost and report requirements. The CI Authorized Organization Representative is the only person authorized to approve changes in any of the requirements of this Agreement.

Article 5. Key Personnel

Subrecipient shall assign Marilyn Spaventa, Acting Executive Vice President for Educational Programs, as the CI point of contact to ensure that key personnel are hired for the work to be performed under this Agreement. Diversion from or substitution of key personnel shall not be made without the prior written approval of the CI PI.

Article 6. Notices

All notices or communications to either party by the other shall be sent to the Authorized Organization Representative (AOR) identified in Appendix E, by registered or certified mail, postage prepaid, or express delivery services to the following respective addresses for each party and shall be deemed given on the date so delivered or so deposited in the mail unless otherwise provided.

Article 7. Reports

Inspection and acceptance of the reports delivered under this Agreement will be accomplished by the CI PI. Subrecipient shall submit reports to the CI PI in accordance with the reporting schedule identified in Appendix D.

Article 8. Publicity

Subrecipient will not use the names of Sponsor, CI, or the CSU System nor the names of any of the foregoing organizations' directors, officers, or employees in any publicity, advertising, or news release without the prior written approval of CI. CI will not use the name of Subrecipient or any director, officer, or employee of Subrecipient in any publicity without the prior written approval of Subrecipient.

Article 9. Independent Contractor

It is expressly understood and agreed that Subrecipient is an independent contractor in the performance of this Agreement and is not acting as a partner, joint venturer, or agent of CI. The employees, officers, or agents of Subrecipient shall not be considered or deemed to be employees, officers, or agents of CI. Subrecipient shall have exclusive direction and control over the manner and method of carrying out the tasks for accomplishing the work to be performed pursuant to this Agreement; CI being interested only in the completed performance of the work contemplated.

Article 10. Intellectual Property

"Intellectual Property" shall mean, individually and collectively: (i) inventions, discoveries, and/or improvements which are conceived or first reduced to practice, whether or not patentable, in the performance of the work under this Agreement; and (ii) all works of authorship created, prepared and/or developed (including compilations) in the performance of the work hereunder that are the subject matter of copyright under Chapters 1 through 8 of Title 17 of the United States Code.

All rights, title, and interests to all Intellectual Property developed under or arising out of the performance of this Agreement shall be allocated as follows:
(a) all rights, title and interest to all Intellectual Property attributable solely to one or more employees of CI and arising out of or during the course of performing the work shall vest in CI;

(b) all rights, title and interest to all Intellectual Property attributable solely to one or more employees of Subrecipient and arising out of or during the course of performing the work shall vest in Subrecipient;

(c) all rights, title and interest to all Intellectual Property which is attributable jointly to one or more employees of Subrecipient and one or more employees of CI arising out of or during the course of performing the work shall vest jointly in Subrecipient and CI.

Within two months after Subrecipient’s inventor discloses a Subject Invention in writing to Subrecipient personnel responsible for patent matters, Subrecipient shall notify CI of such disclosures and elections required under 37 CFR 401.14(c), or shall notify CI in writing that it is submitting such disclosures and elections directly to Sponsor.

With respect to any Subject Inventions (as defined in 37 CFR 401) developed by Subrecipient under this Agreement, the Subrecipient grants to the U.S. Government a non-exclusive, non-transferable, irrevocable, world-wide, royalty-free, paid-up license to practice, or have practiced for or on behalf of the United States, the Subject Invention. Subject Inventions are further governed by the requirements of 37 CFR 401, et.seq.

All works of authorship, materials, data, and other information developed by Subrecipient under this Agreement shall be subject to a royalty-free, paid-up, non-exclusive, world-wide, and irrevocable license to the U.S. Government to use, distribute, create derivative works, display, reproduce, translate, and publish for all purposes. To the extent necessary to perform its obligations under the Prime Agreement, Sponsor and CI are granted a non-exclusive, royalty-free license to use the data which is delivered, or specified to be delivered, under this Agreement.

Article 11. Indemnity

Subrecipient agrees to indemnify and hold Sponsor and CI harmless to the full extent permitted under the laws of the State of California, from and against any and all claims, demands, and causes of action arising from the negligent acts or willful omissions of Subrecipient, its employees or agents in connection with the performance of work by Subrecipient or its subcontractors under this Agreement. The provisions of this article shall survive termination of this Agreement.

Article 12. Records Retention and Audit

The Subrecipient will maintain appropriate financial records in accordance with generally accepted accounting practices. All costs incurred in the performance of deliverables under this Agreement are subject to final review and audit by CI and by representatives of CI’s cognizant Federal Audit Agency; the Comptroller General of the United States; the General Accounting Office. Subrecipient will maintain documents required by applicable Federal Cost Principles and FAR 52.215-2 (Audit and Records—Negotiation, Alternate II) to support all invoiced costs during and for at least three (3) years after termination of this Agreement or, if under audit, for as long as is required to resolve. During this period, Subrecipient will make such records available for inspection by the audit representatives during normal business hours. Any costs that, upon audit, are found to be unallowable, will be reduced from future claims for reimbursement, or shall be refunded if the subcontract has expired.

Subrecipient agrees to comply with the requirements of OMB Circular A-133. Subrecipient further agrees to provide CI with copies of any independent auditor’s reports that report material instances of noncompliance with federal laws and regulations that bear directly on the performance or administration of this Agreement. In cases of such noncompliance, Subrecipient will provide copies of the complete reporting package as described in Section 320(c) of OMB Circular A-133. Subrecipient shall cooperate with CI in resolving questions CI may have concerning the audit reports and Subrecipient’s plan for corrective action.

Subrecipient will maintain an equipment inventory list that documents the purchase, placement, purpose/intended use, and ongoing location of any equipment purchased with funds from this subaward. This list shall be kept up to date and supplied to the PI on an annual basis.
Article 13. Debarment and Suspension

In accepting this Agreement, Subrecipient certifies that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Any change in the debarred or suspended status of Subrecipient during the life of this Agreement must be reported immediately to CI.

(b) 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 law or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses listed in paragraph (b) of this article.

(d) 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.

Article 14. Lobbying

In accepting this Agreement, the Subrecipient certifies that no U.S. Federal funds have been paid, or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any U.S. Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any U.S. Federal grant or cooperative agreement.

If any funds other than U.S. Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL, Disclosure Form of Lobbying Activities, which can be found at: http://ed.gov/fund/grant/apply/appforms/appforms.html.

Article 15. Export Controls

Subrecipient certifies that the work to be conducted under this Agreement and any exchange of technical data, computer software, or other commodities shall be conducted in full compliance with the export control laws of the United States.


Applicable Terms and Conditions and Agency Specific Requirements are incorporated in this Agreement by reference with the same force and effect as if set forth in full text. Subrecipient acknowledges that it has in its possession, or is otherwise familiar with all the clauses and provisions incorporated herein by reference, and agrees to perform this Agreement in accordance with the provisions of such referenced clauses and the other provisions of this Agreement.

Subrecipient agrees to perform this Agreement in accordance with the provisions of such referenced clauses and the other provisions of this Agreement.

In the event of any inconsistency between the provisions of the Agreement and those of this Article 16, the inconsistency shall be resolved by giving precedence to the provisions of this Agreement.

Article 17. Termination

Either party may terminate this Agreement by giving thirty (30) days advance written notice. Upon termination,
Agreement: Subcontract# 1011.0051.03

Subrecipient shall cease incurring costs under this Agreement and take action to cancel or redirect all outstanding obligations or assignment of personnel which can be reasonably canceled or redirected. Within thirty (30) days of the effective date of the termination, Subrecipient shall submit a termination claim to CI. Subrecipient shall be entitled to reimbursement for all allowable costs incurred to the date of termination and for all noncancelable obligations up to, but not to exceed, the estimated costs of this Agreement. After such termination, Subrecipient shall promptly submit to CI copies of all data, draft reports, and any other information related to the work performed under this Agreement.


This Agreement constitutes the entire agreement between the parties relative to the subject matter, superseding and cancelling all previous, all prior and contemporaneous oral or written agreements, discussions or understandings related to the subject matter, and may be modified or amended only by a written amendment signed by both parties.

This Agreement will not be assigned, in whole or in part, by either party without the prior written consent of the other party. Any attempt to do so shall be void.

This Agreement is binding upon and will inure to the benefit of the parties, their representatives, successors in interest, and permitted assigns.

The failure of either party at any time to require performance by the other party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, then such provision will be severed and will not affect the remainder of this Agreement.

CI is an agency of the State of California and nothing in this Agreement waives or relinquishes CI's right to claim any exemptions, privileges, and immunities as may be provided by law.
Appendix A

Scope of Work

Subrecipient agrees to perform the following:

Contingent upon annual renewal of the grant to CI by the U.S. Department of Education, the subcontract will provide $10,000 annually for Santa Barbara City College to hire a part-time staff director or to provide a course release or hourly compensation for a STEM faculty member from Santa Barbara City College to collaborate with CI and coordinate project activities at Santa Barbara City College and facilitate successful completion of the deliverables per the original CI grant application. In addition, Santa Barbara City College will be provided with $12,000 per year for the purchase of equipment to be utilized in embedded research projects that are identified by the collaborating STEM faculty from the three community colleges and CI. Finally, Santa Barbara City College will receive a $25,000 supply budget to be used to support embedded research projects.

The general responsibilities of this staff/faculty Director will be to collaborate with Project ACCESO staff at CI to implement the embedded research and articulation deliverables on the grant that are related to objectives under goals #3 and #5 of the Project ACCESO grant.

Goal #3: To develop and disseminate model transfer and articulation agreements between CI and its Educational Partners

Objective #12: Identify and eliminate gaps in existing articulation agreements for STEM majors between CI and four collaborating community colleges, especially in light of SB-1440, and develop model transfer articulation agreements in each of CI’s six STEM majors.

Objective #13: Develop pre-admission advising for communicating the model articulation agreements to students at regional community colleges. Increase the number of Hispanic and low-income students who are supported by pre-admission advising by 5% annually.

Goal #5: To assist Hispanic and other low income students in their development of critical STEM skill sets including critical thinking, analytical reasoning, scientific literacy, and interdisciplinary communication.

Objective #15: Implement embedded research opportunities for CI and Community College students in gateway STEM courses focused around community-based research projects. Increase the number of gateway STEM courses that include embedded research by two courses per year.

Objective #17: Develop a Summer Research Institute program to engage community college and CI students in authentic research experiences during the summer session. Increase the number of students participating in the Summer Research Institute from 15 in year #1, to 30 in year #2, and 45 in the remaining years of the grant.

For Objectives #13, 15, and 17 that have multi-year deliverables, it is expected that consistent progress will be made towards overall achievement each year with guidance from the CI PI. Specific responsibilities of the SBCC Director related to these objectives and the overall grant include:

- Objective #12: Identify and eliminate gaps in existing articulation agreements for STEM majors between CI and four collaborating community colleges, especially in light of SB-1440, and develop model transfer articulation agreements in each of CI's six STEM majors.
  - Year #1, (October 1, 2011 – September 30, 2012): 
- Assist in the planning and implementation of two STEM articulation summit workshops, one each in Spring 2012 and early Fall 2012, designed to examine where gaps exist in the articulation of STEM majors offered at CI with Santa Barbara City College coursework and to examine barriers to STEM transfer from Santa Barbara City College to CI;
- Recruit and coordinate Santa Barbara City College STEM faculty who will participate in these STEM articulation summit workshops;
- Participate in the two articulation meetings with other community colleges to examine articulation of STEM majors across the collaborating institutions;
- Identify gaps in the articulation of coursework required by CI STEM majors with coursework offered at Santa Barbara City College and develop mechanisms, if possible, to eliminate these gaps through the modification of existing courses and/or the creation of new courses;
- Develop plans for how STEM transfer associate degrees can be developed at Santa Barbara City College that will lead to successful transfer of students to CI in STEM majors;
- Work with Santa Barbara City College STEM faculty to implement any curricular modifications and curriculum approvals needed to eliminate STEM articulation gaps and barriers in STEM majors;
- Deliver an annual progress report to CI on these activities by October 15th, 2012.

- **Objective #13:** Develop pre-admission advising for communicating the model articulation agreements to students at regional community colleges. Increase the number of Hispanic and low-income students who are supported by pre-admission advising by 5% annually.
  - **Years #1 – 5. (October 1, 2011 – September 30, 2016):**
    - Identify a site where STEM Outreach Specialists can meet with interested Santa Barbara City College students for the duration of the grant
    - Assist the STEM Pipeline/Outreach Coordinator at CI in advertising and overseeing pre-admission advising by STEM Outreach Specialists through on-site and on-line advising;
    - Deliver an annual progress report to CI on these activities by October 15th annually.

- **Objective #15:** Implement embedded research opportunities for CI and Community College students in gateway STEM courses focused around community-based research projects. Increase the number of gateway STEM courses that include embedded research by two courses per year.
  - **Years #1 – 5. (October 1, 2011 – September 30, 2016):**
    - Recruit Santa Barbara City College STEM faculty, one from each of two STEM disciplines, that teach the gateway STEM classes identified each year of the grant for development of embedded research activities;
    - Secure a commitment from Santa Barbara City College faculty member for each class to work in a team with faculty from the other collaborating institutions to develop embedded research activities;
    - Participate in meetings of the faculty teams during the Spring and Fall semesters annually to assist them in developing an embedded research experience that would be implemented the following Spring semester (e.g., Spring and Fall 2012 development leading to implementation of an embedded research experience in Spring 2013);
    - Coordinate the purchase of equipment needed to be purchased under the subcontract funding for the embedded research experience prior to implementation;
    - Coordinate the purchase of supplies for the embedded research activities to be purchased under the subcontract funding;
    - Develop embedded research as a sustainable effort on the Santa Barbara City College campus by coordinate an on-going commitment by faculty to implement the embedded research activities each semester the gateway STEM classes are taught;
Collect information about the numbers of students impacted by embedded research projects implemented in gateway STEM classes, including the numbers and ethnicity of under-represented minority students and the numbers of low-income students impacted by these activities;

- Deliver an annual progress report to CI on these activities by October 15th annually.

- **Objective #17:** Develop a Summer Research Institute program to engage community college and CI students in authentic research experiences during the summer session. Increase the number of students participating in the Summer Research Institute from 15 in year #1, to 30 in year #2, and 45 in the remaining years of the grant.

  - **Years #1 – 5 (October 1, 2011 – September 30, 2016):**
    - Recruit and recommend Santa Barbara City College students for participation in the Summer Research Institute program to be offered on the CI campus;
    - Assist the Co-Director for Instructional Research and the Research Coordinator in evaluating applicants to the Summer Institute from Santa Barbara City College.

Budget reporting and monitoring:
- Review monthly expenditures on the subcontract for their appropriateness and relationship to subcontract deliverables and in compliance with federal guidelines and the terms and conditions of the master agreement between CI and the DoEd for this grant.
- Approve monthly expenditures on the subcontract and submit an invoice for reimbursement by CI.
- Retain all original documentation related to subcontract expenditures and provide this documentation to CI at the end of the grant.
Appendix B

Budget

<table>
<thead>
<tr>
<th>Direct Labor:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Key Personnel (Salary @ $78,000 x 10% FTE plus 28% fringe benefits)</td>
<td>$10,000</td>
</tr>
<tr>
<td><strong>Other Direct Costs:</strong></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>$12,000</td>
</tr>
<tr>
<td>Supplies</td>
<td>$25,000</td>
</tr>
<tr>
<td><strong>TOTAL BUDGET:</strong></td>
<td><strong>$47,000</strong></td>
</tr>
</tbody>
</table>
Appendix C

Billing Format

Check Payable To:
Address:  

Date:  
Agreement:  
Account:  

Current Billing Period:
Invoice Number:
Tax Identification Number:
Final Billing: _____ Yes _____ No

<table>
<thead>
<tr>
<th>Major Cost Elements</th>
<th>Approved Budget</th>
<th>Amount for Current Billing Period</th>
<th>Cumulative Amount From Inception</th>
</tr>
</thead>
</table>

CERTIFICATION:

I certify to the best of my knowledge and belief that the billed costs are in accordance with the terms and conditions of the Agreement and that payment is due and has not previously been requested.

Signature:

Name/Title:

Date:
Appendix D

Reporting Schedule

**Annual Program Reports**
A template to be used for the Annual Program Report will be provided to the Subrecipient by April 1, 2012.
Subrecipient reporting requirements include:
- Provide an Annual Program report of activities conducted and progress made towards grant objectives under the subcontract no later than October 15 of each year of the grant.
- Tracks agreed upon metrics for success on each deliverable and submitted as part of the Annual Program report.

**Semi-Annual Effort Reports**
- A semi-annual Time and Effort Report of this subaward will be submitted (to CI Financial Contact) twice annually (every six months) for each staff/faculty member whose salary is paid in whole or in part by the subaward, and shall be certified by the SBCC Principal Investigator.
## Appendix E

### Contact Information

<table>
<thead>
<tr>
<th>PRINCIPAL INVESTIGATOR</th>
<th>CSUCI CONTACTS</th>
<th>SUBRECIPIENT CONTACTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Philip Hampton</td>
<td>Name: Marilyn Spaventa</td>
<td></td>
</tr>
<tr>
<td>Title: Professor of Chemistry and Director, HSI-STEM grant</td>
<td>Title: Acting Executive Vice President Educational Programs</td>
<td></td>
</tr>
<tr>
<td>Address: CSU Channel Islands, AL 104, One University Drive, Camarillo, CA 93012</td>
<td>Address: Santa Barbara City College, 721 Cliff Drive, Santa Barbara, CA 93109-2394</td>
<td></td>
</tr>
<tr>
<td>Phone: 805-437-8669</td>
<td>Phone: (805) 965-0581 ext. 2539</td>
<td></td>
</tr>
<tr>
<td>Fax: -</td>
<td>Fax: (805) 963-7222</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:philip.hampton@csuci.edu">philip.hampton@csuci.edu</a></td>
<td>Email: <a href="mailto:spaventa@sbc.edu">spaventa@sbc.edu</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADMINISTRATIVE CONTACT</th>
<th>Name: Amanda Quintero</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Amanda Quintero</td>
<td>Name: Leana Bowman</td>
</tr>
<tr>
<td>Title: Director, Research and Sponsored Programs</td>
<td>Title: Grant Coordinator</td>
</tr>
<tr>
<td>Address: CSU Channel Islands, One University Drive, Solano Hall #1162, Camarillo CA 93012</td>
<td>Address: Santa Barbara City College, 721 Cliff Drive, Santa Barbara, CA 93109-2394</td>
</tr>
<tr>
<td>Phone: 805-437-3285</td>
<td>Phone: (805) 965-0581 ext. 3718</td>
</tr>
<tr>
<td>Fax: 805-437-8817</td>
<td>Fax: (805) 963-7222</td>
</tr>
<tr>
<td>Email: <a href="mailto:amanda.quintero@csuci.edu">amanda.quintero@csuci.edu</a></td>
<td>Email: <a href="mailto:lbowman@sbc.edu">lbowman@sbc.edu</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FINANCIAL CONTACT</th>
<th>Name: Leo Cervantes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Leo Cervantes</td>
<td>Name: Tonya Yescas</td>
</tr>
<tr>
<td>Title: Grants Analyst</td>
<td>Title: Account Tech III</td>
</tr>
<tr>
<td>Address: CSU Channel Islands, One University Drive, Bell Tower #1762, Camarillo CA 93012</td>
<td>Address: Santa Barbara City College, 721 Cliff Drive, Santa Barbara, CA 93109-2394</td>
</tr>
<tr>
<td>Phone: 805-437-3175</td>
<td>Phone: (805) 965-0581 ext. 2557</td>
</tr>
<tr>
<td>Fax: 805-437-8817</td>
<td>Fax: (805) 963-7222</td>
</tr>
<tr>
<td>Email: <a href="mailto:lpc.cervantes@csuci.edu">lpc.cervantes@csuci.edu</a></td>
<td>Email: <a href="mailto:yescas@sbc.edu">yescas@sbc.edu</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AUTHORIZED ORGANIZATION REPRESENTATIVE</th>
<th>Name: Missy Jarnagin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Missy Jarnagin</td>
<td>Name: Jens-Uwe Kuhn</td>
</tr>
<tr>
<td>Title: Interim AVP Finance and Budget</td>
<td>Title: Assistant Professor</td>
</tr>
<tr>
<td>Address: CSU Channel Islands, One University Drive, Bell Tower East, Camarillo CA 93012</td>
<td>Address: Santa Barbara City College, 721 Cliff Drive, Santa Barbara, CA 93109-2394</td>
</tr>
<tr>
<td>Phone: 805-437-3282</td>
<td>Phone: (805) 965-0581 ext. 4519</td>
</tr>
<tr>
<td>Fax: 805-437-3366</td>
<td>Fax: (805) 963-7222</td>
</tr>
<tr>
<td>Email: <a href="mailto:missy.jarnagin@csuci.edu">missy.jarnagin@csuci.edu</a></td>
<td>Email: <a href="mailto:jkuhn@sbc.edu">jkuhn@sbc.edu</a></td>
</tr>
</tbody>
</table>
Appendix F

Prime Award Terms and Conditions

17 page document and provisions incorporated herein
# Purchase Order

Vendor: 0000007568
Santa Barbara City College
ACCESO Subcontract
721 Cliff Drive
Santa Barbara, CA 93109

Bill To: One University Drive
Attn: Accounts Payable
Camarillo, CA 93012
805/437-8400

Ship To: Not Applicable

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended Amt</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DLR Project ACCESO subcontract per the attached subcontract #1011.0301.03 Oct 1, 2011-Sept 30, 2012</td>
<td>47,000.00</td>
<td>1.00</td>
<td>47,000.00</td>
<td>03/27/2012</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subtotal</th>
<th>47,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Tax</td>
<td>0.00</td>
</tr>
<tr>
<td>Misc. Charge/Discount</td>
<td>0.00</td>
</tr>
<tr>
<td>Freight</td>
<td>0.00</td>
</tr>
<tr>
<td>Total</td>
<td>47,000.00</td>
</tr>
</tbody>
</table>

CERTIFICATION AND APPROVAL OF PURCHASE ORDER
I hereby certify on my own knowledge that this order for the purchase of the items specified is issued in accordance with the procedure prescribed by law governing such items for the Trustees of the CSU and that all such legal requirements have been met.

By: Strauch, Cathy
Buyer
Tel: 805/437-9439
Fax: 805/437-9439
email: cathy.strauch@csucd.edu

Item 6.1-h
Page 16 of 21
4/26/2012
CERTIFICATE OF COMPLIANCE WITH OMB CIRCULAR A-133

As sub-recipient of federal funds from California State University Channel Islands (CI), we are requesting certification from your organization that you are in compliance with all Federal requirements. The U.S. Office of Management and Budget (OMB) Circular A-133 requires CI to ensure that sub-recipients receiving $500,000 or more in total federal awards comply with audit requirements of OMB Circular A-133.

Please complete the following and return your response to CI Office of Research and Sponsored Programs.

☒ We have completed our A-133 audit for the most recent period 7/1/10 to 6/30/11. The audit disclosed no material instances of noncompliance with federal laws or regulations or reportable conditions specifically related to the award(s) from San Francisco State University. Enclosed is a copy of the audit report package, and NO EXCEPTIONS WERE NOTED.

☐ We have completed our A-133 audit for the most recent period ______ to _______. The audit report noted material noncompliance issues and/or reportable conditions. Enclosed is a copy of the audit report package and the corrective action plan.

☐ We have not yet completed our A-133 audit for the period ______ to _______. We expect the audit to be completed on _______. Within thirty (30) days of completion, we will send you either written notification or a copy of the audit report package.

I certify that the above checked boxes accurately represent the organization of which I am a representative. Further, I certify that all relevant material findings contained in the audit report have been disclosed.

Marilyn Spaventa
(Name of AOR)

Santa Barbara City College
(Subrecipient's Institution)

721 Cliff Drive, Santa Barbara, CA 93109
(Address, City, State)

Acting VP Educational Programs

3/7/12
(Date)

770076-182
(Institution's EIN)
SUBRECIPIENT QUESTIONNAIRE

(Name of Subrecipient's Organization Institution)
Santa Barbara City College

(Business Address) (City, State, Zip)
121 Cliff Drive, Santa Barbara, CA 93109

(Contact Person) (Title)
Marilyn Spaventa, Acting VP Educational Programs

(Phone) (Email)
805-965-0581 ext 2539 spaventa@sbcc.edu

1. Has the subrecipient previously done work for the US federal government?

   ☐ Yes   ☐ No

   If yes, please list the last three agreements and note whether prime award or subcontract:

   Awarding Agency: Dept. of Education (Prime)
   Award Period: Oct 1, 2010 - Sept 30, 2015

   Awarding Agency: Dept. of Education (Prime)
   Award Period: Oct 1, 2011 - Sept 30, 2016

   Awarding Agency: Dept. of Health & Human Servs (Sub)
   Award Period: Aug 1, 2010 - April 1, 2012

2. Does the subrecipient have a designated US federal audit agency?

   ☐ Yes   ☐ No   ☐ Don't Know

   If yes, please provide the name of the agency:

3. Does the subrecipient have a negotiated US federal indirect cost or F&A rate?

   ☐ Yes   ☐ No

   What is the rate? ____________________________

   To what base is it applied?
   ☐ Direct Sales and Wages
   ☐ Total Direct Costs
   ☐ Modified Total Direct Costs
   ☐ Other

   What period does it cover? ____________________________
4. Does the subrecipient have annual financial statements that have been reviewed or audited by an independent audit firm?

☐ Yes ☐ No

If yes, please provide a copy of the statement for the most current fiscal year. If no, please explain.

Attached

5. Does the subrecipient have a financial management system that provides records that can identify the source and application of funds for award supported activities?

☐ Yes ☐ No

6. Does the subrecipient's financial management system provide for the control and accountability of project funds, property and other assets?

☐ Yes ☐ No

7. Does the subrecipient have a formal, written personnel policy that addresses:

Pay Rates and Benefits: ☒ Yes ☐ No
Time and Attendance: ☒ Yes ☐ No
Leave: ☒ Yes ☐ No
Discrimination: ☒ Yes ☐ No
Nepotism: ☒ Yes ☐ No
Conflict of Interest: ☒ Yes ☐ No

8. Describe the method that the subrecipient uses to support labor and benefit charges:

Time and effort reports.

9. Does the subrecipient have a formal, written travel policy?

☒ Yes ☐ No

10. Does the subrecipient have a formal, written purchasing policy?

☐ Yes ☐ No

11. Does the subrecipient maintain an inventory for US Government property that, at a minimum, identifies purchase date, cost, vendor, description, serial number, location and ultimate disposition date?

☒ Yes ☐ No
12. Signature

I certify that the above information accurately represent the organization of which I am a representative.

[Signature]

Date: 8/7/12

Marilyn Swenta

Acting UP Educational Programs

Name and Title (please type or print)
**STATE OF CALIFORNIA DEPARTMENT OF FINANCE**

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9)

**STD. 204 (Rev. 6/2003)**

---

**INSTRUCTIONS:** Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare information Returns (1099). See reverse side for more information and Privacy Statement.

**NOTE:** Governmental entities, federal, State, and local (including school districts), are not required to submit this form.

---

**PAYEE'S LEGAL BUSINESS NAME (Type or Print)**

Santa Barbara Community College District

---

**SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)**

**E-MAIL ADDRESS**

GriffinL@sbcc.edu

---

**MAILING ADDRESS**

721 Cliff Drive

**CITY, STATE, ZIP CODE**

Santa Barbara CA 93109

---

**BUSINESS ADDRESS**

721 Cliff Drive

**CITY, STATE, ZIP CODE**

Santa Barbara CA 93109

---

**ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):**

77-0070782

**NOTE:** Payment will not be processed without an accompanying taxpayer I.D. number.

---

**PAYEE ENTITY TYPE**

☑ Partnership

☑ Corporation:

☐ Medical (e.g., dentistry, psychotherapy, chiropractic, etc.)

☐ Legal (e.g., attorney services)

☐ Exempt (nonprofit)

☐ All Others

---

☑ Individual or sole proprietor

**ENTER SOCIAL SECURITY NUMBER:**

---

**PAYEE RESIDENCY STATUS**

☑ California resident - Qualified to do business in California or maintains a permanent place of business in California.

☐ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.

☐ No services performed in California.

☑ Copy of Franchise Tax Board waiver of State withholding attached.

---

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.

**AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)**

Leslie Griffin

**SIGNATURE**

Date: 02/21/2012

**TELEPHONE**

(805) 965-0581

---

**NOTE:** Payment will not be processed without an accompanying taxpayer I.D. number.

---

Please return completed form to:

Department/Office: California State University Channel Island

Unit/Section: Bell Tower East - Interim AVP Finance and Budget

Mailing Address: 1 University Drive

City/State/Zip: Camarillo CA 93012

Telephone: (805) 437-3262 Fax: (805) 437-3366

E-mail Address: missy.jamagin@csuci.edu

---

Item 6.1-h
Page 21 of 21
4/26/12
PRECONSTRUCTION SERVICES AGREEMENT

(Humanities Modernization Lease-Leaseback Project)

This Preconstruction Services Agreement ("Agreement") is entered into by the SANTA BARBARA COMMUNITY COLLEGE DISTRICT, a public Community College District duly organized and existing under the laws of the State of California ("District"), and ___________________, a corporation duly organized and existing under the laws of the State of California ("Contractor"), as of _____________, 2012 ("Effective Date"), for the purposes of providing value design service work associated with construction documents and plans for the construction of the Humanities Modernization Project on the campus of Santa Barbara City College ("Project").

RE bâtALS

A. Contractor and District desire to enter into a lease-leaseback arrangement for the construction of the Project pursuant to Education Code section 81335. This arrangement will be documented by a Site Lease, Facilities Lease, and Construction Services Agreement ("Lease-Leaseback Documents.")

B. Pursuant to Education Code section 81332, the District has adopted Plans and Specifications for the Project prior to entering into the Lease Leaseback Documents.

C. District has retained DLR Group/WWCOT ("Architect") to prepare Plans and Specifications for the Project.

D. District has retained Lundgren Management Corporation ("CM") to provide construction management services in connection with the Project.

E. Contractor desires to provide consulting services to the District with respect to development of the Project and represents that it has the knowledge and experience necessary to perform the services set forth in this Agreement.

F. The parties acknowledge that the Contractor and District will negotiate and approve Lease-Leaseback Documents which utilize a guaranteed maximum price equal to the entire construction budget for the Project, and which guaranteed maximum price will not include the fee provided herein.

NOW THEREFORE, the parties agree as follows:

ARTICLE I

SCOPE OF CONTRACTOR'S SERVICES

1. Scope. The Contractor's services include those described in this Article and, in general, all those necessary in preparation for development and construction of the Project.
2. **Collaboration.** Contractor shall collaborate with Architect, CM, and District to implement execution of the Project in accordance with the Plans and Specifications. The intent of the Lease Leaseback Documents is to create a team that collaboratively harnesses the talents and insights of all participants to optimize project results, increase value to the District, minimize risk to the Contractor and Architect, reduce waste, and maximize efficiency through all phases of design, fabrication, and construction. Contractor shall advise District regarding site use and improvements, and the selection of materials, building systems and equipment. Contractor shall provide ongoing review and recommendations on the following: (i) construction feasibility; (ii) actions designed to minimize adverse effects of labor or material shortages; (iii) time requirements for procurement, installation and construction completion; and (iv) factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

3. **Project Schedule.** Contractor will prepare a critical path method Project schedule, which includes all milestone dates including, but not limited to, DSA deferred submittals, agency approvals, utility services approvals, subcontractor bidding, buyout, preparation and submittal of Contractor's guaranteed maximum price proposal for construction of the Project, preparation of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, phasing, construction sequencing and durations, and District move-in and occupancy requirements. The Project Schedule shall be prepared with Primavera P3 or P6. The Contractors Project Schedule shall be used as a baseline for the Construction Services Agreement and shall be distributed to subcontractors during the bidding and establishment of the Guaranteed Maximum Price (“GMP”).

4. **Meetings.** Contractor shall attend regular Project coordination meetings during Project development between District, Architect, CM, and other consultants of the District as required. CM shall make a written record of all such meetings documenting the discussions and decisions made. Contractor may be requested to make formal presentations to the governing board of District.

5. **Cost Estimates.** Contractor shall provide a fully transparent detailed cost estimate with supporting data, for review and approval by the District and their CM. This estimate shall be the basis for negotiations of the GMP for the Lease-Leaseback Documents. Contractor's cost estimate shall be based upon the Project schedule and presented by building/area/site and broken down in detail in accordance with the CSI 2004 MasterFormat Standards in accordance with the District’s Work Breakdown Structure and cost coding phasing standards. The Contractor shall obtain 2-5 bids for each subcontractor trade and provide a bid evaluation matrix identifying each subcontractor ensuring that each subcontractor has priced their scopes of work equivalently.

The cost estimate shall identify all costs for the Project, including all trades and unit costs. Contractor shall also identify all allowances, contingencies, general condition
costs, and fees. All fees are to be represented by either fixed amounts or percentages and shall exclude all pre-construction services. If any cost estimate submitted to the District exceeds previously approved estimates for the Project, if any, the Contractor shall make appropriate recommendations to the District to reduce the estimate to achieve the District’s Budget.

Contractor shall consider operating or maintenance costs when selecting systems for the District. Contractor shall provide estimate valuation services through the final development of the construction documents. In addition to estimate valuations, the Contractor may also be expected to provide estimating of portions of the work, systems being considered, details as they are developed, and other estimating exercises the District, Architect and Contractor deem advisable.

6. Value Engineering. Contractor shall pursue opportunities to create additional value by identifying options to reduce capital or life cycle cost, improve constructability and functionality, or provide operational flexibility, while satisfying the District’s programmatic needs. Contractor shall develop Value Engineering Proposals (“VEP”) for District and Architect approval for alternative systems, means, methods, finishes, equipment and the like that satisfy the general design criteria of the Project, but which result in savings of time or money in constructing or operating and maintaining the Project. Each VEP shall describe the proposed change, identify all aspects of the Project affected by the change, specify the cost or time savings to be achieved if the VEP is accepted, and detail any anticipated effect on the Project’s service life, economy of operation, ease of maintenance, appearance, design or safety standards. Completion of each VEP, including District and Architect approval of each VEP, is to be achieved sufficiently in advance to permit Architect to complete the construction document phase of the design and permit Architect to secure DSA approval.

7. Extent of Contractor’s Responsibility. The recommendations and advice of Contractor concerning design alternatives shall be subject to review and approval of the District and the District’s consultants. It is not Contractor’s responsibility to ascertain that the Plans and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if Contractor recognizes that portions of the Plans and Specifications are at variance therewith, Contractor shall promptly notify Architect and the District in writing. Notwithstanding the foregoing, Contractor represents that as part of the scope of this Agreement, Contractor shall carefully examine the site at which the work will be performed and the Plans and Specifications and other associated documents; perform all reasonable investigations essential to a full understanding of the difficulties that may be encountered in performing the work; be familiar with the terms and conditions thereof; and acquaint itself through reasonable discovery with the conditions under which the work is to be performed, including, without limitation, applicable laws, codes and other restrictions (including any restrictions identified by the District and that are related to the District’s education program and/or requirements at the Project site), local labor conditions, local weather patterns, restrictions in access to and from the Project site, prior work performed by
others on the Project, and obstructions and other conditions relevant to the work, the site of the work and its surroundings.

8. **Constructability Review.** The District has engaged a third party consultant to perform a constructability review of the DSA Submittal set of drawings and specifications. The CM, Architect and District have compiled a list of approved constructability items that will be incorporated into the construction documents. The Contractor shall ensure that all constructability items are adequately understood and incorporated into the GMP. If the Contractor finds any discrepancies in the Approved Constructability Items, drawings, specifications or other bid documents, the Contractor shall prepare and transmit a report identifying any conflicts to the District. Otherwise any conflicts in the drawings (excluding errors and omissions, unknown conditions or force majeure) shall be included in the GMP so as to eliminate frivolous change orders in the Construction Services Agreement.

9. **Bonding Capacity.** Contractor shall provide District with satisfactory evidence of Contractor's ability to provide payment and performance bonds for construction of the Project.

**ARTICLE II**

**DISTRICT'S RESPONSIBILITIES**

The District shall provide to the Contractor information regarding requirements for the Project, including information regarding the District’s objectives, schedule, constraints and criteria.

**ARTICLE III**

**COMPENSATION TO THE CONTRACTOR**

The District agrees to pay the Contractor for full performance of all services contemplated under the terms of this Agreement, a not-to-exceed fee of __________, (“Basic Fee”). Contractor shall keep track of work completed, and maintain documentation to substantiate such work, including a description of the work provided, hours worked, and expenses. Contractor shall bill for labor on an hourly basis in accordance with the rate schedule attached hereto as Exhibit A. The Basic Fee includes all costs and expenses associated with the performance of the Scope of Services under this Agreement, including the costs of hiring sub-consultants and other professionals necessary to complete the Scope of Services. Contractor shall track time and expenses for preconstruction services only until such time as Contractor submits a GMP proposal to the District which is accepted and approved by District. Contractor’s fees incurred for preconstruction shall be included as a line item in the GMP and shall be billed and paid as part of Contractor’s first progress payment in connection with construction of the Project. In the event the Contractor is terminated for any reason and does not perform the construction phase of the Project, the Contractor shall retain the fees paid though the point of such termination.
ARTICLE IV
CONSULTANTS

1. Contractor shall submit, for written approval by the District, the names of any consultants proposed for the Project. Nothing in this Agreement shall create any contractual relation between the District and any consultant employed by the Contractor under the terms of this Agreement.

2. Contractor's consultants shall be licensed to practice in California and have relevant experience with California public school design and construction during the last five years. If any consultant of the Contractor is not acceptable to the District, then that individual shall be replaced with an acceptable competent person at the District's request.

ARTICLE V
TERMINATION

1. This Agreement may be terminated by either party upon 14 days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of Contractor or if the District should decide to abandon or indefinitely postpone the Project.

2. In the event of a termination based upon abandonment or postponement by District, the District shall pay to the Contractor for all services performed and all expenses incurred under this agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement, plus any sums due the Contractor for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the District or in the possession of the Contractor.

3. This Agreement may be terminated without cause by District upon 14 days written notice to the Contractor. In the event of a termination without cause, the District shall pay to Contractor for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination, plus any sums due the Contractor for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the District or in the possession of the Contractor. Contractor and District expressly acknowledge that in the event of such termination, Contractor will not receive any additional termination costs, and that consideration for entry into this termination for convenience clause exists.
ARTICLE VI
INDEMNITY AND INSURANCE

1. To the extent permitted by law, Contractor agrees to indemnify, defend and hold District entirely harmless from all liability arising out of:

   (a) Any and all claims under workers’ compensation acts and other employee benefit acts with respect to Contractor’s employees or Contractor’s consultants’ employees arising out of Contractor’s work under this Agreement;

   (b) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the Project, except for liability resulting from the active and primary negligence, or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District;

   (c) Any loss, including injury or death to persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by active and primary negligence of the District.

The Contractor, at Contractor’s own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings to the extent of the above described indemnification that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

2. District does hereby agree to indemnify, hold harmless, and defend Corporation, its employees, officers, agents, and consultants from any action taken by any person or entity attempting to challenge the propriety or legal authority of District to enter into this Agreement, the Lease-Leaseback Documents or any other related documents.

3. Contractor shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Contractor and District from claims which may arise out of or result from Contractor’s actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any consultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
(a) Contractor shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

(b) Comprehensive general and auto liability insurance with limits of not less than $2,000,000 combined single limit, bodily injury and property damage liability per occurrence, including: owned, non-owned and hired vehicles; broad form property damage; products/completed operations; and personal injury.

(c) Each policy of insurance required in (a) and (b) above shall name District and its officers, agents and employees, and Architect and CM, as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance earned by District is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days’ written notice shall be given to District prior to cancellation. Contractor shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Contractor shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Contractor fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Contractor, and in such event Contractor shall reimburse District upon demand for the cost thereof.

ARTICLE VII
MISCELLANEOUS

1. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor’s employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor assumes the full responsibility for the acts and/or omissions of Contractor’s employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective Contractor’s employees.

2. District shall not be responsible to Contractor for any claims or damages resulting from District’s failure to enter into Lease-Leaseback Documents.

3. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Contractor.
4. The District and Contractor, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Contractor shall not assign this Agreement.

5. This Agreement shall be governed by the laws of the State of California.

6. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

7. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

8. This Agreement represents the entire Agreement between the District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both the District and the Contractor.

9. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received forty-eight (48) hours after deposit in the United States mail in registered or certified form with postage fully prepaid:

   **If to the Contractor:**
   [LLB Entity Official Name and Title]
   [LLB Entity Address]

   **If to District:**
   Joseph E. Sullivan
   Santa Barbara Community College District
   721 Cliff Drive
   Santa Barbara, CA 93109

The Contractor and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

10. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

11. This Agreement is to be deemed to have been prepared jointly by the Parties hereto; any uncertainty or ambiguity existing herein shall not be interpreted against either Party but according to the application of rules of contracts generally.
12. Contractor acknowledges that District has the right to opt not to enter into the Lease-Leaseback documents or otherwise proceed with the Project with Contractor, whether for lack of funding, legal challenge to the lease-leaseback process, or any other reasons in District’s sole and absolute discretion.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

By: ____________________________
   [District Signatory]

[LLB Entity]

By: ____________________________
   [Signatory], [Title]
EXHIBIT A

Contractor’s Personnel Rate Schedule
### BID TABULATION

**Project:** Learning Resource Center-Furniture Package  
**Bid:** #677  
**Date:** Friday, April 6, 2012  
**Time:** 2:00 p.m.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Price Sheets</th>
<th>Addendum Ack.</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>Smart Office Interiors</td>
<td>$173,843.13</td>
<td>X</td>
<td>X</td>
<td>n/a</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

**Bid Opened by:** R. Morales  
**Bid Opening Attended by:** Dawn Ziemer, Jay Sullivan, Julie Hendricks
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

BID TABULATION

Project: Learning Resource Center-Interior Refurbishment  
Bid: #678

Date: Friday, April 6, 2012  
Time: 3:00 p.m.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Add Alt No. 1</th>
<th>Add Alt No. 2</th>
<th>Add Alt No. 3</th>
<th>Deductive Alt No. 4</th>
<th>Addendum Ack.</th>
<th>Bid Bond</th>
<th>Sub Cont. List</th>
<th>Conct. Licn. Stmt</th>
<th>Exp Stmt</th>
<th>MBE/ WBE</th>
<th>Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRD Construction</td>
<td>$352,000.00</td>
<td>$14,000.00</td>
<td>$15,300.00</td>
<td>$20,600.00</td>
<td>$600.00</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>SBS Corp</td>
<td>$408,000.00</td>
<td>$14,361.00</td>
<td>$33,798.00</td>
<td>$23,996.00</td>
<td>$1,634.00</td>
<td>X</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: R. Morales

# BID TABULATION

## BID #679

**Project:** LEARNING RESOURCE CENTER ROOF RESTORATION

**Date:** Thursday, April 12, 2012  
**Time:** 3:00 p.m.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Additive Alternate</th>
<th>Addendum</th>
<th>Bid Bond</th>
<th>Sub Contractor List</th>
<th>Contractor Licensing Statement</th>
<th>MBE/ WBE</th>
<th>Experience Statement</th>
<th>Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Best Contracting Svcs</td>
<td>$151,900.00</td>
<td>$23,600.00</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Channel Islands Roofing</td>
<td>$155,306.00</td>
<td>$30,431.00</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Craig Roof Company</td>
<td>$139,617.00</td>
<td>$23,895.00</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Derricks Roofing</td>
<td>$159,900.00</td>
<td>$26,520.00</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Rey Crest Roofing</td>
<td>$142,225.00</td>
<td>$24,796.00</td>
<td>NO</td>
<td>X</td>
<td>X</td>
<td>INCOMP</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Bid Opened by: Kara Pizano  
Bid Opening Attended by: Julie Hendricks, Jay Cruise, Mark Davin  
Copies Sent to: Alex Forbes, Joe Sullivan, Julie Hendricks, Purchasing
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Re:  INTERNAL BUDGET TRANSFERS - FISCAL YEAR 11-12

WHEREAS, the Santa Barbara City College District Board of Trustees on September 22, 2011, accepted a adopted 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;

as shown:  NOW, THEREFORE, BE IT RESOLVED that budget transfers be made resulting in the net effect

<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></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposal for workspace in Campus Center</td>
<td>11000</td>
<td>4000000-Supplies and Materials</td>
<td>$1,900.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>5000000-Other Operating Expense</td>
<td></td>
<td>$1,900.00</td>
</tr>
<tr>
<td>Adult Ed cooking program repairs</td>
<td>11000</td>
<td>4000000-Supplies and Materials</td>
<td></td>
<td>$300.00</td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>5000000-Other Operating Expense</td>
<td></td>
<td>$300.00</td>
</tr>
<tr>
<td>Computer monitors for counselors</td>
<td>11000</td>
<td>2000000-Classified Salaries</td>
<td></td>
<td>$5,000.00</td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>4000000-Supplies and Materials</td>
<td></td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Financial Aid memberships</td>
<td>11000</td>
<td>4000000-Supplies and Materials</td>
<td></td>
<td>$1,740.00</td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>5000000-Other Operating Expense</td>
<td></td>
<td>$1,740.00</td>
</tr>
<tr>
<td>For buses to 4 year college for Transfer Center</td>
<td>11000</td>
<td>4000000-Supplies and Materials</td>
<td></td>
<td>$1,900.00</td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>5000000-Other Operating Expense</td>
<td></td>
<td>$1,900.00</td>
</tr>
<tr>
<td>Funds for Senate Plenary conference</td>
<td>11000</td>
<td>4000000-Supplies and Materials</td>
<td></td>
<td>$900.00</td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>5000000-Other Operating Expense</td>
<td></td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>5000000-Other Operating Expense</td>
<td></td>
<td>$100.00</td>
</tr>
<tr>
<td>Funds for student worker for Executive VP office</td>
<td>11000</td>
<td>1000000-Academic Salaries</td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>2000000-Classified Salaries</td>
<td></td>
<td>$2,000.00</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>Hourly noncredit adjuncts - Continuing Education Curriculum Review Committee</td>
<td>11000</td>
<td>100000-Academic Salaries</td>
<td>$10,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>200000-Classified Salaries</td>
<td></td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Membership Fee for Computer Information Systems</td>
<td>11000</td>
<td>400000-Supplies and Materials</td>
<td></td>
<td>$15.00</td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>500000-Other Operating Expense</td>
<td></td>
<td>$15.00</td>
</tr>
<tr>
<td>Office Assistant salary and benefits augmentation for International Student Program</td>
<td>11000</td>
<td>200000-Classified Salaries</td>
<td>$13,856.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>300000-Employee Benefits</td>
<td>$5,617.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>790000-Contingencies</td>
<td></td>
<td>$19,473.00</td>
</tr>
<tr>
<td>Salary and benefits for classified hourly for Adult Education Parent Education</td>
<td>11000</td>
<td>200000-Classified Salaries</td>
<td>$962.20</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>300000-Employee Benefits</td>
<td>$97.80</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>400000-Supplies and Materials</td>
<td></td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Salary and benefits for short term hourly worker - For On-line College</td>
<td>11000</td>
<td>200000-Classified Salaries</td>
<td>$451.10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>300000-Employee Benefits</td>
<td>$48.90</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>500000-Other Operating Expense</td>
<td></td>
<td>$500.00</td>
</tr>
<tr>
<td>Service and inspection expense for department crane and high pressure compressor systems - For Marine Technology</td>
<td>11000</td>
<td>400000-Supplies and Materials</td>
<td></td>
<td>$2,500.00</td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>500000-Other Operating Expense</td>
<td></td>
<td>$2,500.00</td>
</tr>
<tr>
<td>General Fund - Restricted</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Gardens Center - Travel and conference required for program.</td>
<td>12004</td>
<td>400000-Supplies and Materials</td>
<td></td>
<td>$4,000.00</td>
</tr>
<tr>
<td></td>
<td>12004</td>
<td>500000-Other Operating Expense</td>
<td></td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Dogan Fund Non Credit - Increase hourly salary and benefits to cover staff</td>
<td>12024</td>
<td>200000-Classified Salaries</td>
<td>$3,599.73</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12024</td>
<td>300000-Employee Benefits</td>
<td>$390.21</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12024</td>
<td>500000-Other Operating Expense</td>
<td></td>
<td>$3,989.94</td>
</tr>
<tr>
<td>Certified Nursing Assistant Longitudinal Study - Increased classified salary for overtime</td>
<td>12057</td>
<td>100000-Academic Salaries</td>
<td></td>
<td>$1,499.78</td>
</tr>
<tr>
<td></td>
<td>12057</td>
<td>200000-Classified Salaries</td>
<td></td>
<td>$1,499.78</td>
</tr>
<tr>
<td>Perkins - Increased capital outlay to cover VisionPro software</td>
<td>12499</td>
<td>500000-Other Operating Expense</td>
<td></td>
<td>$800.00</td>
</tr>
<tr>
<td></td>
<td>12499</td>
<td>600000-Capital Outlay</td>
<td></td>
<td>$800.00</td>
</tr>
</tbody>
</table>
### Bond Construction Fund

*Monthly rental expenses for storage*

<table>
<thead>
<tr>
<th>Fund</th>
<th>Object</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>42000</td>
<td>500000-Other Operating Expense</td>
<td>$100,000.00</td>
<td></td>
</tr>
<tr>
<td>42000</td>
<td>600000-Capital Outlay</td>
<td>$100,000.00</td>
<td></td>
</tr>
</tbody>
</table>

### Construction Fund

*New construction projects approved*

<table>
<thead>
<tr>
<th>Fund</th>
<th>Object</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>434500</td>
<td>600000-Capital Outlay</td>
<td>$690,000.00</td>
<td></td>
</tr>
<tr>
<td>434500</td>
<td>790000-Contingencies</td>
<td>$690,000.00</td>
<td></td>
</tr>
</tbody>
</table>

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

District this **26th of April 2012**, by the following vote:

- **Ayes:**
- **Noes:**
- **Absent:**
- **Concur:**

Dr. Jack Friedlander
Acting Superintendent/President/Secretary/
Clerk to the Board of Trustees
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

RE: Additional Revenue 2011-2012
Resolution No. 29 (2011-12)

WHEREAS, additional revenue not included in the 2011-2012 Adopted Budget has been received and needs to be appropriated, and

WHEREAS, under the provisions of Education Code Sections 85200 and 85210, such action may be taken by written resolution of the governing board;

NOW, THEREFORE, BE IT RESOLVED, that the County Superintendent of Schools and County Auditor be authorized and directed to increase the revenue and budgeted expenditures as shown below.

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Fund #</th>
<th>Revenue Source</th>
<th>Revenue Object</th>
<th>Amount</th>
<th>Budget Object</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund - Restricted</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Board Financial Assistance Program</td>
<td>12020</td>
<td>State Revenue</td>
<td>862130</td>
<td>$ 5,000</td>
<td>500000-Other Operating Expenses</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>State increased allocation for outreach event</td>
<td></td>
<td></td>
<td></td>
<td>$ 5,000</td>
<td></td>
<td>$ 5,000</td>
</tr>
<tr>
<td>English as Second Language Credit Dougan Grant</td>
<td>12068</td>
<td>Local Revenue</td>
<td>882000</td>
<td>$ 5,008</td>
<td>100000-Academic Salaries</td>
<td>$ 4,000</td>
</tr>
<tr>
<td>Increase allocation to updated program amount</td>
<td></td>
<td></td>
<td></td>
<td>$ 444</td>
<td>200000-Classified Salaries</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 564</td>
<td>300000-Employee Benefits</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 5,008</td>
<td></td>
<td>$ 5,008</td>
</tr>
<tr>
<td>Post 9/11 Veterans Administration Assistance</td>
<td>12087</td>
<td>Federal Revenue</td>
<td>819000</td>
<td>(1,689)</td>
<td>400000-Supplies and Materials</td>
<td>(1,679)</td>
</tr>
<tr>
<td>Reduced allocation to match updated program amount</td>
<td></td>
<td></td>
<td></td>
<td>$ (10)</td>
<td>500000-Other Operating Expenses</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ (1,689)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foster Parent Grant</td>
<td>12100</td>
<td>State Revenue</td>
<td>862048</td>
<td>$ 1,335</td>
<td>200000-Classified Salaries</td>
<td>$ 1,114</td>
</tr>
<tr>
<td>Increase allocation to updated apportionment</td>
<td></td>
<td></td>
<td></td>
<td>$ 121</td>
<td>300000-Employee Benefits</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 100</td>
<td>500000-Other Operating Expenses</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 1,335</td>
<td></td>
<td>$ 1,335</td>
</tr>
<tr>
<td>Credit Matriculation</td>
<td>12172</td>
<td>State Revenue</td>
<td>862000</td>
<td>$ 21,516</td>
<td>100000-Academic Salaries</td>
<td>$ 9,411</td>
</tr>
<tr>
<td>Increase allocation to updated apportionment</td>
<td></td>
<td></td>
<td></td>
<td>$ 10,000</td>
<td>200000-Classified Salaries</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 3,509</td>
<td>300000-Employee Benefits</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ (3,000)</td>
<td>400000-Supplies and Materials</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 1,596</td>
<td>500000-Other Operating Expenses</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 21,516</td>
<td></td>
<td>$ 21,516</td>
</tr>
</tbody>
</table>

Total New Money
$ 31,170

PASSED AND ADOPTED BY THE Board of Trustees of the Santa Barbara Community College District on the 26th day of April 2012, by the following vote:

Ayes:

Noes:

Absent:

Concur:

Dr. Jack Friedlander
Acting Superintendent/President/Secretary/
Clerk to the Board of Trustees
Resolution No. 40 (2011-12)

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

Re: PAYMENT OF OUTDATED WARRANT

WHEREAS on August 23, 2001, the Santa Barbara Community College District Board of Trustees did hire John Sieckowski, hereinafter called Employee, as a Lab Teaching Assistant; and

WHEREAS on November 26, 2008, said Employee did complete for said District all or part of said services for which she was hired; and

WHEREAS said District did on November 26, 2008, accept as complete and in good order those services for which claim for payment is being made by said Employee; and

WHEREAS this obligation has not been paid within the limit of time set forth by law due to the following circumstance: warrant No. 02-251979 dated November 26, 2008 in the net amount of $249.94 was misplaced by said Employee; and

WHEREAS said District recognizes that inasmuch as said obligation has not been paid within the time limit as set forth by law, there is no legal requirement that said obligation be paid;

NOW, THEREFORE, BE IT RESOLVED that since the Santa Barbara Community College District acknowledges a moral obligation to pay Employee for said services, those provisions of law that remove the legal requirement to pay are not being invoked by said District, and the obligation is hereby ordered paid by a formal vote as follows:

Ayes:

Noes:

Absent:

Concur:

I hereby certify that the foregoing is a full, true, and correct transcript of a resolution duly adopted and affirmed by the Board of Trustees of the Santa Barbara Community College District at a duly constituted regular meeting of said Board, held on 26 of April 2012, as it appears upon the minutes of said meeting.

Dr. Jack Friedlander
Acting Superintendent/President and
Secretary/Clerk to the Board of Trustees
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

RE: ADOPTION OF 10% PROGRESS PAYMENT
RETENTION AMOUNT FOR THE HUMANITIES BUILDING MODERNIZATION
PROJECT

The Board of Trustees of the Santa Barbara Community College District resolves as follows:

WHEREAS, Senate Bill No. 293, Chapter 700, Stats. 2011, adds Section 7201 to the Public Contract Code ("PCC") effective January 1, 2012, which applies to all contracts entered into on or after January 1, 2012, between a public entity and an original contractor, between an original contractor and a subcontractor, and between all subcontractors thereunder, relating to the construction of any public work of improvement until January 1, 2016, and prohibits retention proceeds from exceeding 5% of the payment due, as specified; and

WHEREAS, PCC Section 7201(b)(4) provides that, notwithstanding any other provisions of the subdivision, the retention proceeds withheld from any payment by the awarding entity may exceed 5% on specific projects where the governing body of the public entity, or designee, has approved a finding during a properly noticed and formally scheduled public hearing prior to bid that the project is substantially complex and therefore requires a higher retention amount than 5% and the awarding entity includes both this finding and the actual retention amount in the bid documents; and

WHEREAS, Staff has advised this Board that construction of the Humanities Building Modernization project at an estimated cost in excess of $8 million will be a substantially complex project and has recommended that the Board adopt a 10% retention amount for this project;

The Board resolves and finds as follows:

1. The above recitals are true.
2. The construction of the Humanities Building Modernization project at an estimated cost in excess of $8 million will be a substantially complex project and therefore requires a 10% retention amount.
3. The superintendent or his designee is authorized to include the Board's finding that the project will be substantially complex and therefore requires a 10% retention amount in any future bid documents for the project.
4. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED this 26th day of April 2012. This Resolution was adopted by the following vote:

Ayes:

Noes:

Absent:

Concur:
I hereby certify that the foregoing is a full, true, and correct transcript of a resolution duly adopted and affirmed by the Board of Trustees of the Santa Barbara Community College District at a duly constituted regular meeting of said Board, held on 26 of April 2012, as it appears upon the minutes of said meeting.

______________________________
Dr. Jack Friedlander
Acting Superintendent/President and
Secretary/Clerk to the Board of Trustees
INSTRUCTIONAL SERVICES AGREEMENT BETWEEN
SANTA BARBARA CITY COLLEGE
AND
THE OAKS PARENT-CHILD WORKSHOP
FOR OPERATION OF NON-CREDIT PARENT EDUCATION COURSES AT THE
THE OAKS PARENT-CHILD WORKSHOP
THIS INSTRUCTIONAL SERVICES AGREEMENT (the “Agreement”) is dated and effective August 18, 2011 (“Effective Date”) between the The Oaks Parent-Child Workshop, a California nonprofit public benefit corporation classified as a public charity under Internal Revenue Code § 501(c)(3), acting by and through its Board of Directors (the “Workshop”), and Santa Barbara City College, a California community college district and political subdivision of the State of California (the “College”). The Workshop and the College are also referred to collectively as the “Parties” and individually as “Party.”

RECITALS

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

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

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

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

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

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

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

AGREEMENT

1. RESPONSIBILITIES OF COLLEGE
   A. The College will offer, at the location specified by the Workshop, mutually agreed upon and approved parenting education courses. The courses shall not be located outside the boundaries of the College district.
   B. The College will employ, at its sole expense, the instructor, referred to herein as the “Instructor.” The Instructor hired from time to time by the College shall meet the minimum qualifications for the position as established by the State Chancellor’s Office for the California Community Colleges and the College, and will be a person reasonably acceptable to the Workshop.
C. The College will provide the Workshop with the services of the Instructor for the number of hours per week equal to 80% of a full time non-credit instructional load for a work year of 175 instructional days. This instructional program is the basis for the college to receive funding from the State of California.

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

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

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

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

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

2. RESPONSIBILITIES OF WORKSHOP

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

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

C. The Workshop will provide use of its facilities, free of charge, for use by the College for the parent education course. The facilities must be clearly identified as being open to the general public, as contemplated by 5 CCR 58051.5(a)(3).

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

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

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

(2) Tuition for children enrolled in the preschool;

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

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

3. JOINT OR RECIPROCAL RESPONSIBILITIES

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

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

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

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

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

4. INDEMNITY

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


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

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

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

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

5. INSURANCE REQUIREMENTS

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

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

6. TERM OF AGREEMENT, EXTENSIONS, AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue in effect until June 30, 2013 at which date it will terminate.

Future agreements, if any, between the Workshop and the College are not the subject of this Instructional Services Agreement and would have to be developed separately by mutual agreement of the parties.

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

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

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

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

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

8. NOTICES

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

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

With a copy to:

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

Workshop:
President, Board of Directors
The Oaks Parent-Child Workshop
605 W Junipero Street
Santa Barbara, CA 93105
A Party may change its designated representative and/or address for the purpose of receiving notices under this Agreement by notifying the other Party of the change in writing and in the manner described in this section.

9. WAIVER

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

10. APPLICABLE LAW, VENUE, INTERPRETATION

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

11. SEVERABILITY

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

12. ASSIGNMENT

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

13. EXECUTION BY FACSIMILE OR IN COUNTERPARTS

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

14. NO DISCRIMINATION

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

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

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

16. AGREEMENT

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

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

The Oaks Parent-Child Workshop

By: Alycia Anthony, President

Santa Barbara City College

By: Dr. Jack Friedlander, Acting Superintendent/President
INSTRUCTIONAL SERVICES AGREEMENT BETWEEN
SANTA BARBARA CITY COLLEGE
AND
LOU GRANT PARENT-CHILD WORKSHOP
FOR OPERATION OF NON-CREDIT PARENT EDUCATION COURSES AT THE
LOU GRANT PARENT-CHILD WORKSHOP
THIS INSTRUCTIONAL SERVICES AGREEMENT (the "Agreement") is dated and effective August 18, 2011 ("Effective Date") between the Lou Grant Parent-Child Workshop, a California nonprofit public benefit corporation classified as a public charity under Internal Revenue Code § 501(c)(3), acting by and through its Board of Directors (the "Workshop"), and Santa Barbara City College, a California community college district and political subdivision of the State of California (the "College"). The Workshop and the College are also referred to collectively as the "Parties" and individually as "Party."

RECATALS

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

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

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

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

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

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

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

AGREEMENT

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

B. The College will employ, at its sole expense, the instructor, referred to herein as the "Instructor." The Instructor hired by the College shall meet the minimum qualifications for the position as established by the State Chancellor’s Office for the California Community Colleges and the College, and will be a person reasonably acceptable to the Workshop.

C. The College will provide the Workshop with the services of the Instructor for the number of hours per week equal to 80% of a full time non-credit instructional load for a work year of 175 instructional days. This instructional program is the basis for the college to receive funding from the State of California.

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

E. The College will assist the Workshop in student registration procedures, associated paperwork, and other support services to manage the course offerings.

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

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

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

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

B. The Workshop agrees to reimburse the college for 20% of the full time salary plus benefits of the Instructor for a work year of 175 days.

The Workshop may utilize the services of the Instructor for management support and services to conduct the operations of the preschool and the cooperative nonprofit public benefit corporation. These services shall be provided solely at the direction of the Workshop and the College will bear no responsibility for the actions of the Instructors in the provisions of these non-instructional services.

The College will bill the Workshop for the total obligation of the Workshop for the academic year in five equal installments due on the last day of the month September through January. Failure to pay his amount in full to the College on or before January 31 of any year when this agreement is in effect constitute termination of this agreement and relieve the College of any further obligation to provide an Instructor for the Workshop any subsequent years.

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

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

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

G. The Instructor shall not perform administrative, management, fundraising, treasury or other functions for the operation of the cooperative nonprofit public benefit corporation; these functions shall be performed by personnel or volunteers of the Workshop.

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

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

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

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

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

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

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

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

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

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

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

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

6. TERM OF AGREEMENT, EXTENSIONS, AND TERMINATION
A. This Agreement shall commence on the Effective Date and shall continue in effect until June 30, 2013 at which date it will terminate unless the agreement has been terminated earlier by failure of the Workshop to reimburse the College pursuant to 2 B above.

Future agreements, if any, between the Workshop and the College are not the subject of this Instructional Services Agreement and would have to be developed separately by mutual agreement of the parties.

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

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

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

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

C. The Parties agree that an audit includes an examination or making an excerpt or transcript from books, records, invoices, materials, payroll, or personnel data related to all matters covered by this Agreement. The Parties agree to maintain books and records in an accessible location and condition for a period of not less than five (5) years from the date they are created.
8. NOTICES
All notices required or permitted to be given under this Agreement shall be deemed duly given and
effective if in writing and personally delivered or deposited in the U.S. Mail, postage to be prepaid,
sent by a reputable overnight courier service (with package tracking capability), or sent by certified
mail, return receipt requested, first class postage prepaid, addressed to the following:
College:
Superintendent/President
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109-2394

With a copy to:
Vice President of Continuing Education
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109-2394

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

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

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

10. APPLICABLE LAW, VENUE, INTERPRETATION
This Agreement shall be interpreted according to the laws of the State of California and the Parties
agree that venue for any action concerning or arising out of this Agreement shall be in Santa Barbara
County, California. The provisions of this Agreement shall be construed in all cases as a whole,
according to their fair meaning, and not strictly for or against either Party.
11. SEVERABILITY
If a court of competent jurisdiction holds any term or provision of this Agreement void, illegal, or unenforceable for any reason, this Agreement shall remain in full force and effect and shall be interpreted as though such term or provision was not a part of this Agreement. The remaining provisions shall be construed to preserve the intent and purpose of this Agreement, and the Parties agree to negotiate in good faith to modify any invalidated provisions to preserve each Party’s anticipated benefits.

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

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

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

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

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

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

Lou Grant Parent-Child Workshop

By:________________________, President

Santa Barbara City College

By:________________________
Dr. Jack Friedlander
Acting Superintendent/President
CLAIM FOR DAMAGES

1) Name of Claimant: Patricia Haggard

2) Mailing address to which notices are to be sent:
   SAME

3) Date of Incident: March 5, 2012 @ APPROX. 10:30 AM.
   Location of incident: SBCC, Building A2, Room 215
   (Nursing Process - Care of Children)

4) Describe the factual circumstances of the incident which are the basis for this claim:
   Ann Marie Kopelkin shook Ms. Haggard by shoulder, without cause.

5) Generally describe all injuries, damages or losses which you believe that you have incurred as a result of the incident:
   Cervical injuries. Pain in right shoulder and wrist.

6) State the name or names of any employee (if known) causing the damages that you are claiming:
   Ann Marie Kopelkin

7) State the names and addresses of any witnesses to the incident:
   Patricia Haggard, Ann Marie Kopelkin, other 20+ students.

8) Please indicate the dollar amount of all damages that you are claiming:

<table>
<thead>
<tr>
<th>Description</th>
<th>Incurred to date</th>
<th>Estimated in future</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenses for hospital, medical care</td>
<td></td>
<td>Greater than $10,000</td>
</tr>
<tr>
<td>Loss of earnings</td>
<td></td>
<td>Greater than $60,000</td>
</tr>
<tr>
<td>General damages</td>
<td></td>
<td>Greater than $10,000</td>
</tr>
<tr>
<td>Specific damages</td>
<td></td>
<td>Greater than $60,000</td>
</tr>
<tr>
<td>Special damages</td>
<td></td>
<td>Greater than $60,000</td>
</tr>
</tbody>
</table>

   Signature of Claimant or person acting on behalf of Claimant:

   Date: 3/23/12

Administrative Services - Risk Management
721 Cliff Drive • Santa Barbara, California 93109-2394 • Phone (805) 965-0581 • Fax (805) 963-7222