BACKGROUND:

Beginning in 2013, the Management Group of Santa Barbara City College will annually recognize an Outstanding Administrator of the Year and three Honorable Mention winners.

All employees were invited to submit nominations for outstanding administrators during the month of February. Those nominated were required to meet certain eligibility criteria in order to be included on the ballot. Voting was limited to members of the management group, and the opportunity to vote ended on March 15. A document describing the process is an attachment to this agenda item. Funding for this recognition is being provided by the Foundation.

The 2013 Administrator of the Year, plus three Honorable Mention winners will be announced at the Board meeting.

RECOMMENDATION:

None

Administrator Initiating Item:
Patricia English, Vice President, Human Resources
OUTSTANDING Administrator of the Year
2013
Nominate a College Administrator

Beginning in 2013 the Management Group of Santa Barbara City College will recognize an Outstanding Administrator of the Year. Any permanent employee may submit a nomination. The winner(s) will be selected by the management team.

How do I nominate my colleague?
✓ First, read the nomination guidelines (next page) and eligibility information below
✓ Complete the nomination form on the reverse side of this flyer
✓ Nominations for Outstanding Administrator of the Year are due at the end of the day on February 28, 2013. Late nominations will not be accepted
✓ Submit completed nomination forms to Human Resources

Why take the time?
✓ You will help give your colleague recognition as the Outstanding Administrator of the Year or Honorable Mention at the March 2013 Board of Trustees meeting
✓ The Outstanding Administrator is entitled to a one-time award of $2,000 and their name will be placed on a plaque displayed in the MacDougall Administration Center
✓ Three Honorable Mention awards will also be presented, each winner receiving $1,000

Eligibility
✓ Permanent college administrator of SBCC at time of nomination
  o A college administrator is a Supervisor, Manager, Associate Dean, Dean, Vice President, Executive Vice President, or President.
✓ Current satisfactory evaluation on file in HR
✓ Current in employee evaluations
✓ Participant in the Management Professional Growth program
✓ Administrators who have received the award in the past may not be nominated again. However, Administrators who have been nominated in the past, but who did not receive the award, may be nominated again.
Outstanding Administrator of the Year Nomination Guidelines

The primary purpose of this award is to honor colleagues who demonstrate excellence in their administrative role at SBCC and who are exemplary role models for all administrators and employees. Excellence in the administrative role takes myriad forms. Because each individual in the role brings his or her unique personal background, personal style, professional experience, education, skills, strengths, and perspective to the role, excellence is demonstrated and perceived in many different ways by the many different people whose work lives are influenced, in direct or indirect ways, by a particular administrator.

In addition, circumstances of employment make it more or less possible for us to know members of the administrative group well. Some administrative roles are cast more in the limelight; those who have longevity may have gained greater visibility and a stronger campus wide presence over time; some individuals lead with an effective introverted style; and much of the work that all leaders perform is, of necessity, invisible to others. A secondary benefit of participation in the nominating process, then, is the opportunity to learn more about our colleagues as individuals. Knowing one another better fosters a sense of connection and community that serves us all. Learning about administrators we admire and respect and the contributions they are making can also inspire our own personal commitment to professional excellence.

We want the nomination process and the Administrator of the Year award to be as meaningful and substantive as possible. We want to avoid the trap of the “popularity” contest. We want to promote effective leadership standards and to look at how people accomplish results, not just what they accomplish. And we aim to encourage all employees across the workforce to participate.

Considering qualities like those listed on the left hand side of this page (a combination of qualities based on input from the management group, the Management Professional Growth workgroup, and HR), please make your best case by describing how this administrator demonstrates excellence and is an exemplary role model in his or her position at SBCC.
Outstanding Administrator of the Year
Nomination Form
(Attach extra pages as necessary)

Nominee Name:
Nominator Name:

Considering the qualities you value in an administrator, describe how the administrator demonstrates excellence and is an exemplary role model in his or her position at SBCC. Address as many qualities and provide as many specific examples as possible from your own observation or experience.

Are you willing to have your write-up shared with the management group? Yes ____ No ____
(If not, the MPG committee will present a concise synopsis of your recommendation in place of your full write-up.)
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: AB955: Intersession Extension Programs

REASON FOR BOARD CONSIDERATION
☐ ACTION ☐ CONSENT ☐ FIRST READING
☒ INFORMATION ☐ REPORTS

ITEM NUMBER
1.9-a
ATTACHMENT(S)
4 pages

DATE
March 28, 2013

BACKGROUND:

Assemblmembre Das Williams and Long Beach City College have authored AB955. This proposed legislation would allow community colleges to offer credit courses through an extension model (i.e., non-state supported, fee-based) during winter intersession and/or summer term. The fee for such courses would be equivalent to the cost of instruction and capped at the college’s non-resident rate. The courses must lead to a certificate, degree or transfer preparation and the target student populations are returning veterans and students needing courses to finish a certificate degree or transfer. Colleges seeking to offer such fee-based, credit extension courses would be required to demonstrate demand. Santa Barbara City College has been asked to lend support to this bill.

RECOMMENDATION:

The Board of Trustees consider AB955 and provide guidance to the Superintendent/President regarding support for this proposed legislation.

Administrator Initiating Item: Lori Gaskin, President
AB 955 (Williams), as proposed to be amended
Community College Intersession Extension Program

California Community Colleges Academic Senate
March 21, 2013

AB 955 would allow California Community Colleges to offer extension programs for credit, during summer and winter intersessions, if the college has been at enrollment capacity for the preceding two years. Colleges could only offer courses leading to certificates, degrees, or transfer preparation.

What is the problem?

Community colleges have been reducing their class offerings due to substantial state budget cuts, hampering students' ability to access the courses they need to complete certificates, degrees, and transfer to four-year institutions. Moreover because many colleges reach their enrollment capacity during the Fall and Spring terms and because there has not been state funding to increase course offerings, colleges are unable to offer courses during Summer and Winter intersessions, even if there is significant student demand for these courses.

*The California Community Colleges Chancellor's Office projects that more than 400,000 students were turned away from community colleges in 2011-12.*

The lack of courses during intersessions has had a serious impact on veterans who must be enrolled in courses to access benefits to which they are entitled through the Post 9/11 GI Bill, which includes full reimbursement for college tuition. The availability of extension courses will also help students who wish to make progress toward their goals during the intersession, particularly those students who need only a course or two to complete but have been crowded out of those courses. Finally, the lack of community college course offerings in workforce preparation fields has led many students to enroll in for-profit institutions, which are much more expensive than community colleges, are of varying quality, and often require students to incur significant loan debt.

How would AB 955 address this problem?

AB 955 would enable community colleges to expand access to higher education at no cost to the state while still allowing a cost effective option for students to obtain courses leading to a degree, certificate, or transfer to a four-year institution. AB 955 would base fees upon the community college district’s approved non-resident fee level for these intersession courses. Only colleges that are at their maximum enrollment (or "at cap") for a minimum of two years would be able to offer this extension program.

Because the courses are offered at intersession, they would not compete with state-funded courses offered during the Fall and Spring academic terms.
Extension programs in Summer and Winter intersessions will give students an opportunity to take the courses they are not able to get during the state-supported regular session to accelerate the completion of their goals—be it transfer or a degree or certificate. And by providing additional opportunities for students to complete high-demand courses, this should free up space in the companion state-supported courses offered during the regular session, increasing all students' ability to complete their education in a timely manner.

The California State University and the University of California operate extended and continuing education programs that offer (usually during intersessions) courses to matriculated students on a self-support basis that are also offered during the regular academic session provided they not supplant regular course offerings. I maintain that though students at CSU and UC have had the option to take extension courses for many years, this has not led to a “two-tier” education in these institutions.

Who would teach these courses and would they meet the same quality standards as those offered during the regular academic year?

Colleges would use existing faculty to teach these courses consistent with local bargaining unit agreements. In addition to expanding limited access to courses, this bill provides an opportunity for faculty to earn income they may have lost when colleges reduced Summer and Winter intersession offerings.

Courses offered through an extension program would have to meet the same quality standards as state-supported courses, as specified in existing regulations (Section 55002, CCR, Title 5) and are prohibited from supplanting state-supported courses.

How much would these courses cost?

Courses offered in an extension program would be capped at the fee charged nonresident students, which is currently $208 per unit. While this is significantly more than the $46 per unit than students pay for state-supported courses, it is much less that students pay at for-profit institutions, where many students go when they cannot get into workforce training programs at community colleges.

This bill would benefit veterans who are using their GI Bill benefits. The GI Bill covers a student's tuition, as well as housing and other expenses. However, this benefit is available only for 36 months, and a student must be enrolled in a course to access the housing and other benefits. Thus, when veterans attend a college that does not offer courses in the Summer or Winter, they do not receive the housing stipend, upon which many veterans depend. By allowing community colleges to offer credit-bearing courses, veterans could access the courses they need, paid for by the GI Bill, maintain their housing stipend during intersessions, and progress more quickly toward their goals.

Finally, students can use remaining Pell grant funds to pay for the courses, and these fees would qualify for reimbursement under the American opportunity tax credit, which refunds up to $2,500 in educational costs for students with modified adjusted gross incomes of $80,000 or less ($160,000 or less for joint filers). Also, 40% of the credit (up to $1,000) is refundable. This means a student can get it even if he or she owes no tax.

Sponsor

Long Beach City College
An act to add Article 2.3 (commencing with Section 78230) to Chapter 2 of Part 48 of Division 7 of Title 3 of the Education Code, relating to community colleges.

LEGISLATIVE COUNSEL'S DIGEST

AB 955, as introduced, Williams. Community colleges: intersession extension programs.

Existing law establishes the California Community Colleges, under the administration of the Board of Governors of the California Community Colleges, as one of the segments of public postsecondary education in this state. Under existing law, community college districts are established throughout the state and authorized to maintain campuses and provide instruction to students.

This bill would authorize the governing board of any community college district to maintain an extension program offering credit courses during summer and winter intersessions. The bill would provide that an extension program established under the bill may include any courses that are part of a course of study leading to a certificate, degree, or transfer to an institution that awards baccalaureate degrees.
The people of the State of California do enact as follows:

SECTION 1. Article 2.3 (commencing with Section 78230) is added to Chapter 2 of Part 48 of Division 7 of Title 3 of the Education Code, to read:

Article 2.3. Intersession Extension Programs

78230. The governing board of any community college district may maintain an extension program offering credit courses during summer and winter intersessions. An extension program established under this article may include any courses that are part of a course of study leading to a certificate, degree, or transfer to an institution that awards baccalaureate degrees.
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Balloting for 2013 Election of Candidates for California Community College Trustees (CCCT) Board of Directors

REASON FOR BOARD CONSIDERATION
☑ ACTION ☐ CONSENT ☐ FIRST READING ☐ INFORMATION ☐ REPORTS

DATE
March 28, 2013

ITEM NUMBER
2.1

ATTACHMENT(S)
69 pages

BACKGROUND:

The California Community College Trustees (CCCT) Board is the community college trustees' policymaking body of the Community College League of California (CCLC). The primary purposes of the CCCT Board are:

a) to promote and advance public education by seeking citizen and legislative support for community colleges;

b) provide education, information and assistance to member boards; and

c) cooperate with persons and organizations whose interests and purposes are the betterment of community college educational opportunities for California residents.

The CCCT Board consists of twenty one members elected by the membership, the elected officers of the CCCT, and a student trustee member. CCCT Board members are elected by the institutional member governing boards for alternate three-year terms. Pursuant to the CCCT Board governing policies, the election of members of the Board will take place between March 10 and April 25. This year there are seven vacancies on the Board.

Each member community college district board shall have one vote for each of the seven vacancies on the CCCT Board. The seven candidates who receive the most votes will be elected. In the event of a tie vote for the last position, the CCCT Board will vote to break the tie.

RECOMMENDATION:

It is recommended that the Board of Trustees vote for seven candidates for the California Community College Trustees Board and submit its official ballot to the Superintendent/President for transmittal to the Community College League of California.

Administrator Initiating Item: Lori Gaskin, President
CCCT 2013 BOARD OFFICIAL BALLOT

Vote for no more than seven (7) by checking the boxes next to the names.

NOMINATED CANDIDATES
List order based on Secretary of State’s January 22, 2013 random drawing.

☐ Dianne B. McKay, Ventura County CCD
☐ Howard Rudd, Sierra Joint CCD
☐ Adrienne Grey, West Valley-Mission CCD
☐ *Cy Gulassa, Peralta CCD
☐ *Louise Jaffe, Santa Monica CCD
☐ *Isabel Barreras, State Center CCD
☐ Sally W. Biggin, Redwoods CCD
☐ Greg Bonaccorsi, Ohlone CCD
☐ Susan M. Keith, Citrus CCD
☐ Garrett Yee, Ohlone CCD
☐ Loren Steck, Monterey Peninsula CCD
☐ *Jerry D. Hart, Imperial CCD
☐ Brent Hasty, Yuba CCD
☐ Jeffrey Lease, San Jose-Evergreen CCD
☐ Linda S. Wah, Pasadena Area CCD

WRITE-IN CANDIDATES
Type each qualified trustee’s name and district on the lines provided below.

* Incumbent

Board Secretary and Board President or Board Vice President must sign below:
This ballot reflects the action of the board of trustees cast in accordance with local board policy.

______________________________  ________________________________
Secretary of the Board                President or Vice President of the Board
2013 CCCT Board Election
Candidates listed in Secretary of State's random drawing order of January 22, 2013

1. Dianne B. McKay, Ventura County CCD
2. Howard Rudd, Sierra Joint CCD
3. Adrienne Grey, West Valley-Mission CCD
4. *Cy Gulassa, Peralta CCD
5. *Louise Jaffe, Santa Monica CCD
6. *Isabel Barreras, State Center CCD
7. Sally W. Biggin, Redwoods CCD
8. Greg Bonaccorsi, Ohlone CCD
9. Susan M. Keith, Citrus CCD
10. Garrett Yee, Ohlone CCD
11. Loren Steck, Monterey Peninsula CCD
12. *Jerry D. Hart, Imperial CCD
13. Brent Hastey, Yuba CCD
14. Jeffrey Lease, San Jose-Evergreen CCD
15. Linda S. Wah, Pasadena Area CCD

* Incumbent
CCCT BOARD
Nomination Form

Must be returned to the League office postmarked no later than February 15, 2013, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Ventura County Community College District nominates Dianne B. McKay to be a candidate for the CCCT Board.

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

Signature of Clerk or Secretary of Governing Board
Must be returned to the League office postmarked no later than February 15, 2013 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Dianne Badoud McKay  DATE: February 14, 2013

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

CCCT should concentrate on implementation and policy decisions from the Student Success Task Force and continue to evaluate the priorities of the mission of community colleges as it relates to the budget decisions in our state. The board should advocate to keep policy decisions out of the state budget process.

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

As a relatively new trustee, I have participated in a new chancellor search and serious accreditation issues (moving back to full affirmation for all colleges in our district). My long history with both business finance and K-12 will be valuable as we work together for the success of California students.
CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2013, along with
the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL

Name: Dianne Badoud McKay Date: February 14, 2013
Address: 1276 Lynnmere Drive
City: Thousand Oaks, CA Zip: 91360
Phone: (home) (805) 241-3184 (office) (805) 498-8718 x102
E-Mail: diannebmckay@gmail.com

EDUCATION

Certificates/Degrees: B.S. Business Administration, Marketing

PROFESSIONAL EXPERIENCE

Present Occupation: Vice President, Operations: Mustang Marketing 2010-present

Other: President/Owner: Strategic Television Inc. 1986-2004

President: Boys and Girls Club of Conejo and Las Virgenes 2006-2008

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Ventura County CCD

Years of Service on Local Board: Two

Offices and Committee Memberships Held on Local Board: Vice Chair; Chair, Planning, Accreditation, and Communications Committee; Chair, Budget and Audit Committee; Legislation Committee; Academic Affairs Committee

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc Presenter, Effective Trustee Workshop; ACES 2012 - present; CSU Chico College of Business Advisory Board 2001 - 2007
National Activities (*ACCT and other organizations, boards, committees, etc.):*

**Civic and Community Activities**

See attached list of activities

**Other**
Community Volunteer Activities

**Community Service**

*Volunteer Activities*  
*Dianne Badoud McKay*

**Madrona Elementary School:**

- **1991-2008**: Classroom volunteer  
- **1994-2005**: Technology Committee/ Technology Booster Club (founder)  
- **2001-2002**: District Advisory Council Rep  
- **2002-2004**: PTA President  
- **2004-2006**: PTA, Vice President  
- **2006-2008**: PTA, Parliamentarian  
- **2006-2008**: School Site Council Chairperson

**Redwood Middle School:**

- **1997-1999**: Technology Committee  
- **2000-2001**: School Site Council Secretary  
- **2000-2001**: District Advisory Council Rep  
- **2001-2002**: School Site Council Chairperson  
- **2006-present**: School Site Council (Chair ’07-’09)  
- **2009-present**: PTSA President

**Thousand Oaks High School:**

- **2001-2002**: School Site Council Member  
- **2002-2004**: School Site Council Chairperson  
- **2002-2005**: Journalism Booster Club (founder)  
- **2003-2005**: Choral Booster Club – Publicity/President  
- **2004-2006; 2009-2010**: PTA Parliamentarian; PTA Board Member  
- **2009-present**: School Site Council Secretary

**Conejo Valley School District:**

- **1998**: Measure R Steering Committee  
- **1998-2009**: Bond District Advisory Committee  
- **2001**: District Homework Committee  
- **2002-2003**: District Advisory Council Exec. Board  
- **2003-2005**: District Advisory Council Chairperson  
- **2003-present**: District Goals Committee – Facilities Plan  
- **2003-2004**: Stadium Task Force  
- **2003-present**: Conejo Schools Foundation Board  
- **2002-2006**: Conejo Council PTA Executive Board  
- **2008-present**: Marketing/PR Committee  
  
  Participated in Obesity Prevention Summit (continuing education for youth related policy issues)  
  Spearheaded formation of Child Nutrition Advisory Committee, CVUSD

**CSU, Chico**

- **2001-2007**: College of Business Advisory Board

**City of Thousand Oaks**

- **2004-2008**: Oaks Mall Citizens Advisory Committee  
- **2004**: Coalition for Civility  
- **2005-2013**: City of Thousand Oaks Traffic Commission  
- **2007**: CRPD Rancho Potrero Focus Group

**American Heart Association of Ventura County**

- **2008-2009**: Chairperson – “Go Red for Women” Spring ’09 Luncheon  
- **2009-2013**: Executive Leadership Team - “Go Red for Women” Luncheon
Must be returned to the League office postmarked no later than February 15, 2013, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Sierra Joint Community College District nominates Howard Rudd to be a candidate for the CCCT Board.

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

Must be returned to the League office postmarked no later than February 15, 2013 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Howard Rudd DATE: February 14, 2013

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

- Restore access that was lost during the economic downturn to meet student demand.
- Improve the success rates of our students.
- Help meet the need for college degrees that will be necessary for a robust economy.
- Assist students to accomplish their educational goals in a timely manner by streamlining processes.

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

I am committed to collaboration, which I see as a continual process for getting people to compete and cooperate simultaneously rather than doing one at the expense of the other. I think ideas, policies, and resources are part of the collaborative effort to assign priorities and work on worthwhile issues.
CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2013, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL

Name: Howard Rudd  Date: February 14, 2013
Address: 5895 Mt Vernon Road
City: Lincoln  Zip: CA 95648
Phone: (home) (916) 645-0658  (office) (916) 773-9330
E-Mail: howard@ehrudd.com

EDUCATION

Certificates/Degrees: AA Shasta College
BA University of San Francisco, HR Certificate San Francisco State University

PROFESSIONAL EXPERIENCE

Present Occupation: President/CEO, Integral Financial Management
Operations & Budget Director, AT&T

Other: National Society of Accountants
California Society of Accounting and Tax Professionals

Key Contact Management for Telecommunication Corporations including governmental relations with Plumas County, City of Oroville, County of Butte, Cities of Marysville-Yuba City, Counties of Yuba and Sutter

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Sierra Joint Community College District
Years of Service on Local Board: 2
Offices and Committee Memberships Held on Local Board: Board President
Presidential Selection Committee, Audit Committee
Budget Committee, Facilities Committee, Accreditation Committee

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

CIVIC AND COMMUNITY ACTIVITIES

Public Member of Placer County LAFCO, Board Chair
Roseville Community Development Corp, Board Chair
2011-2012 Past President Blue Line Arts
2009-2010 Past President Sierra College Foundation Board
2009 Roseville Chamber of Commerce Community Volunteer of the Year
2003 Past President Placer SPCA
2002 Past President Roseville Chamber of Commerce

OTHER

Member Rotary Club of Roseville
Member Sutter Auburn Hospital Foundation Board
Member Placer Community Foundation Board
Chairman City of Marysville Parking Commission (previous)
President Marysville-Yuba City Chamber of Commerce (previous)
United Way: President Sutter-Yuba, Most Valuable Volunteer Butte County (previous)
Chairman California State Department of Rehabilitation Delta Division, Stockton (previous)
Must be returned to the League office **postmarked no later than February 15, 2013**, along with the statement of candidacy and biographic sketch form. **Faxed material will not be accepted.**

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the West Valley-Mission Community College District nominates Adrienne Grey to be a candidate for the CCCT Board.

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

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

Must be returned to the League office postmarked no later than February 15, 2013 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Adrienne Grey  DATE: Feb 12, 2013

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

- Implement SSTF initiatives (transform ourselves, or be transformed), to protect our core mission of student success: college transfer, career/technical ed, and basic skills (close the opportunity gap)
- Foster additional funding sources, particularly untapped potential in foundation giving, so our colleges remain fiscally sound and affordable for all

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

I am a pragmatic optimist, who works collaboratively with others to understand issues and craft solutions. My deep gratitude for the opportunities afforded me by community colleges makes me an effective advocate and cheerleader for our CC system to legislators, business, and community leaders.
CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2013, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL

Name: Adrienne Grey  Date: Feb 12, 2013
Address: 216 N. First Street
City: Campbell  Zip: 95008
Phone: (home)408-219-4896 (office)408-219-4896
E-Mail: adrienne4wvmccd@comcast.net

EDUCATION

Certificates/Degrees: B.S. Management - Golden Gate University
Certified in Integrated Resources Management (CIRM) - APICS: The Association for Operations Management

PROFESSIONAL EXPERIENCE

Present Occupation: Supply Chain Consultant (outsource operations, IT contract negotiation, process improvement)

Other: 30 year bio-tech and high-tech manufacturing career, with management positions in finance, information systems, manufacturing operations, and materials/procurement

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: West Valley-Mission Community College District
Years of Service on Local Board: 4 years (elected 2008; reelected 2012)

Offices and Committee Memberships Held on Local Board: 2012 Campaign Chair Measure C $350M Bond passed last June; 2012 BOT President; 2011 BOT Vice President; 2011 & 2013 Legislative Committee Chair; 2011/12 Data Dashboard Committee Member/Chair; 2010 Land Corporation President; 2010 & 2012 Audit and Budget Oversight Committee Member; 2009 District Goal Alignment Committee
State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc) 

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

CIVIC AND COMMUNITY ACTIVITIES

Leadership Campbell Class of 2013 (graduation March 1, 2013)

2011 Campbell Woman of Distinction Awardee - City of Campbell & Santa Clara County Office of Women's Policy

2005-2010: 3-Term CA State Democratic Party Delegate and 2-Term Executive Board Representative, Assembly District 24

2007-2008 Director of Voter Registration and Community Services - Santa Clara County Democratic Party Executive Board

2007 Madge Overhouse Awardee, Volunteer of the Year - Santa Clara County Democratic Party

2005-2006 Voter Registration Program Coordinator - Santa Clara County Democratic Party

OTHER 


CCCT BOARD
Nomination Form

Must be returned to the League office postmarked no later than February 15, 2013, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Peralta CCD Community College District nominates Cy Gulassa to be a candidate for the CCCT Board.

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

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

Signature of Clerk or Secretary of Governing Board
CANDIDATE'S NAME: CY GULASSA  DATE: January 24, 2013

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

The League must advocate vigorously for educational excellence, for student access, success and equity and for the resources and professional staff needed to educate a world-class workforce.  Top priorities include support and training for trustee leadership, financial stability, low fees, increased student aid and improved completion rates.

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

As a CCCT board member, 3-term elected trustee, long-time CC activist, and national consultant on governance and Board policy, I feel I know the issues, players and processes that ensure trustees a powerful role in gauranteeing our students an opportunity to achieve their educational dreams.
CCCT BOARD
BIOGRAPHIC SKETCH FORM

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

**Personal**

Name: Cy Gulassa  Date: January 24, 2013
Address: 6145 Harwood Avenue.
City: Oakland  Zip: 94618
Phone: (Cell) 510 551 8359
E-Mail: (college) cgulassa@peralta.edu  (Home) cy@gulassa.com

**Education**

Certificates/Degrees: BA English, St. Joseph’s (IN); MA English, UC Berkeley (40 units various CCs)

**Professional Experience**

Present Occupation: Peralta CC Trustee; Consultant for CBT (College Brain Trust).
Other: English Instructor De Anza College, (30 years, ret); President, Faculty Association of Foothill/DeAnza College (15 years); Editor, writer various publications.

**Community College Activities**

College District Where Board Member: Peralta Community College District
Years of Service on Local Board: Now commencing 9th year
Offices and Committee Memberships Held on Local Board: President (3 terms); Vice President (2 terms); Chair of Policy Review Committee; Former chair of Information Technology Committee; Member of Audit and Finance, and Standards committees; Board member Peralta Foundation; member Measure B Task Force.

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor’s Committees, etc.) The following activities span years 1982-2013: President (2 years) and board member (15 years) of Faculty Association of California Community Colleges; President (2 years) and Board member (7 years) of California Community College Independents; President of Bay Faculty Association (4 years); Member of panel to review the Master Plan for Higher Ed; Chair of the State Task Force (AB1725) on reform of CC personnel issues; Member of Chancellor’s Committee on Study Abroad; Member of the Chancellor’s Consultation Committee (3 years); Member California Community College Coalition (2 years); Accreditation Team Member to 4 colleges; Published over 100 articles on CC issues; Speaker and presenter on AB1725 and personnel and
governance reforms at numerous workshops sponsored by the state Chancellor, CCLC, State Academic Senate, FACCC, and individual CC districts.

National Activities (ACCT and other organizations, boards, committees, etc.):
Attended CCLC; ACCT conferences; Member, Peralta Federal Legislative Relations.

Civic and Community Activities
(Span years 1997-20013): Member, Rockridge Community Planning Council (8 years); Chief Editor, Rockridge News (10 years); participant in various community projects and activities in Oakland, CA.

Other
Faculty Member of the Year, FACCC, 1995
Honored by California State Assembly and Senate resolutions
Letter of Commendation, President Clinton, 1995
CCCT BOARD
NOMINATION FORM

Must be returned to the League office postmarked no later than February 15, 2013, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Santa Monica Community College District nominates Louise Jaffe to be a candidate for the CCCT Board.

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

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

Signature of Clerk or Secretary of Governing Board
CCCT Board
Nomination Form
CCCT Board
Statement of Candidacy

Must be returned to the League office postmarked no later than February 15, 2013 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Louise Jaffe DATE: January 30, 2013

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

As a strong and credible voice for preserving access while increasing success, CCCT must guard against unintended negative consequences for students from well-intended "efficiencies." We must be vigilant and collaborative to ensure community colleges are recognized, funded, and effective as Californians' essential path to higher education and skilled jobs.

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

An experienced advocate, I am respectful, deliberative, and pragmatic; receptive to different concerns and issues our colleges face; and attuned to the processes and politics of advancing good legislation. My CCCT Board experience prepares me to continue the excellent work of CCCT, contributing to stability, continuity, organizational strength, and progress.
CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2013 along with
the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL

Name: Louise Jaffe  Date: January 30, 2013

Address: 1121 Grant Street

City: Santa Monica  Zip: 90405

Phone: (310) 450-2487  (310) 450-2487
      (home) (office)

E-Mail: Jaffe_Louise@SMC.edu

EDUCATION

Certificates/Degrees: Doctor of Education, University of California, Los Angeles

PROFESSIONAL EXPERIENCE

Present Occupation: Script Supervisor on The Simpsons

Other: Script Supervisor on King of the Hill and multiple feature films

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Santa Monica

Years of Service on Local Board: 6

Offices and Committee Memberships Held on Local Board:

Chair (2009); Vice-Chair (2008); Member, Board of Trustees Real Estate Subcommittee, Board
Policy Working Group, Superintendent’s Evaluation Process, Board Engagement & Communication,
Review of Applications for Citizen’s Bond Oversight Committee, Transportation/Legislation
Committee, Audit Review Committee, Representative to LA County School Trustees Association

State Activities:

Board member, CCLC (2012– present); Board member, CCCT (2009 – present), serving as 2nd VP,
nominated as 1st VP; CCCT pK-12/CC Task Force (2012); CCLC Legislation Committee (2009);
Moderator, Jobs, Jobs, Jobs: Rebuilding California’s Workforce, 2010 CCLC Leg Conference;
Sustainable Transportation Track Planning Group, 2010 Higher Education Sustainability Conference;
Workshop Presenter, 2008 California State PTA Convention;
and, as Co-Chair of Community for Excellent Public Schools, I helped organize

Caravan for Kids rally in Sacramento (2005) to protest proposed budget cuts to schools.
CIVIC AND COMMUNITY ACTIVITIES

Founder and Leader, Santa Monica Lifelong Learning Community Project

Founding Member and Past Co-Chair, Community for Excellent Public Schools

Steering Committee, Santa Monica Cradle-to-Career Initiative

PTA Council Liaison to Santa Monica College

Past PTA President, Will Rogers Elementary School and Santa Monica High School

Past PTA President, Santa Monica-Malibu Council of PTAs

Member, multiple parcel tax and bond exploration and campaign steering committees

Member, Santa Monica Child Care and Early Education Task Force

Member, Santa Monica League of Women Voters

Member, Santa Monica College General Advisory Board, President’s Circle, and Association

OTHER

Nominated for AERA Distinguished Dissertation Award

Salzburg Fellow, Salzburg Global Seminar, International Studies Program

Workshop Presenter, 33rd District PTA Leg Conference: Effective Advocacy

Writer, monthly Lifelong Learning Community eNewsletter

Writer, monthly guest newspaper columnist for Santa Monica Observer

Writer, grant application for “Ask Me About Kids”

Speaker, League of Women Voters Salon: Women Who Shape Santa Monica

Keynote Speaker, 2009 Unity Resource Festival

Recipient of five PTA Honorary Service Awards including PTA’s highest award, the Golden Oak

Recipient of League of United Latin American Citizens/LULAC Community Unity Award

Recipient of Certificate of Recognition from then Assemblymember Fran Pavley

Recipient of County of Los Angeles Commendation from then Supervisor Yvonne Brathwaite Burke
CCCT BOARD
NOMINATION FORM

Must be returned to the League office postmarked no later than February 15, 2013, along with
the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the State Center Community College District nominates Isabel Barreras to be a
candidate for the CCCT Board.

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

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

Must be returned to the League office postmarked no later than February 15, 2013 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Isabel Barreras
DATE: February 6, 2013

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

Implementation of recent legislation as it relates to student success, as well as redefining our priorities as a system in terms of how we address completion vs. access. Evaluating our mission will be an issue as we are continually asked to do more as a system, i.e., adult education.

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

My experience as the current president of the CCCT Board and chair of the CCCLeague Board gives me a statewide perspective of the myriad of issues facing our system. I am an effective advocate for not only the students we represent, but for the colleges and centers within the League.
CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2013, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL

Name: Isabel Barreras

Date: February 6, 2013

Address: 1525 E. Weldon Avenue

City: Fresno, CA Zip: 93704

Phone: (home) (559) 232-7577 (office) (559) 244-5904

E-Mail: ibarreras66@gmail.com

EDUCATION

Certificates/Degrees: MPA, National University

B.A., Liberal Studies, California State University, Fresno

PROFESSIONAL EXPERIENCE

Present Occupation:

Administrative Assistant, Madera Unified School District (24 years)

Other: 

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: State Center Community College District

Years of Service on Local Board: 11 years

Offices and Committee Memberships Held on Local Board:

Offices: President, Vice President, and Board Clerk

Board Representative Appointments: Fresno County Trustee Association, Madera County School Board of Trustee Association

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

President, California Community College League Board; CCCT Board of Directors since 2006; 
CCCT Nomination Selection Committee, September 2004 - May 2005; 
President, California Association Latino Community College Trustees (CALCCT) 

President, California Community College League Board 

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

President, Association of Latino Community College Trustees (ALCCT) 
Assistant Teller, ACCT Board of Directors Elections (September 2007 - 2010) 
Member, ACCCT Diversity Committee (2011 - 2012) 

CIVIC AND COMMUNITY ACTIVITIES 

President, Madera County School Board Trustee Association 
Vice President, Madera 21A District Fair Board - Governor Appointment (July 2003 - Present) 
Puente Mentor, Fresno City College Puente Mentor Program (2003 - Present) 
Executive Director, Madera Hispanic Chamber of Commerce (2010 - 2012) 
Board Member, Madera Drug and Alcohol Advisory Council (2003 - 2005) 
Volunteer, Big Brothers and Big Sisters Event (May 2004) 

OTHER 

CCCT Board Nomination Form

Must be returned to the League office postmarked no later than February 15, 2013, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

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

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

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

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

Must be returned to the League office postmarked no later than February 15, 2013 along with the nominating ballot and biographic sketch form. Fixed material will not be accepted.


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

I believe the League needs to advocate for fiscal and legislative support of our community college districts. The CCCT Board should take a lead in supporting the implementation of the recommendations of the Student Success Task Force. We also need to provide professional growth opportunities for our fellow trustees.

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

My experience in a variety of educational communities in Northern California gives me a unique perspective to offer the current board. As a former K-12 district superintendent I have experience in reviewing legislation and alternative funding models. I have served rural communities with unique social, economic, and diversity needs.
CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2013, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL
Name: Sally W Riggin
Date: Feb. 5, 2013
Address: P O Box 1127
City: Hoopa
Zip: 95546
Phone: (530) 625-4736 (home) (office)
E-Mail: sbiggin@thegrid.net

EDUCATION
Certificates/Degrees: University of California, Irvine: B.A.
Humboldt State University: M.A.

PROFESSIONAL EXPERIENCE
Present Occupation: University Supervisor, Humboldt State University (part time)

Other: previously K-12 Superintendent of Schools; Director of Special Education;
high school principal; elementary school principal; resource specialist teacher

COMMUNITY COLLEGE ACTIVITIES
College District Where Board Member: Redwoods Community College District
Years of Service on Local Board: 6 years
Offices and Committee Memberships Held on Local Board: Clerk of the Governing Board (2 yrs);
Audit Committee Chair (2 yrs.); Ad Hoc Committees: Board Development; Board
Related Policies; and Redistricting

State Activities (CCCT and other organizations boards, committees, workshop presenter;
Chancellor’s Committees, etc.) ACSA (Assoc. of CA School Administrators) Region 4 officer;
Trinity County Charter Chair; Mendocino Charter Chair; Humboldt-Del Norte Charter
Chair. GSNC (Girl Scouts of Northern California) Director and 2nd Vice President
National Activities *(ACCT and other organizations, boards, committees, etc.)*:

ACCT National Conference; Dallas, TX 2011 (participant)

ACCT National Conference; San Francisco, CA 2009 (participant)

NWPC (National Women's Political Caucus); Treasurer

Ninety-Nines, International Organization of Women Pilots; Bylaws Chair

**CIVIC AND COMMUNITY ACTIVITIES**

Board of Directors, Humboldt Arts Council

Board of Directors, Inn At the Opera Owners Association (San Francisco)

Treasurer, Friends of the Hoopa Library

Humboldt County Commission on the Status of Women (past commissioner)

KEET-TV PBS Channel 13 (past Board member)

Humboldt County Airport Advisory Committee (past Vice Chair)

**OTHER**

Paul Harris Fellow (Rotary Club of Eureka)
CCCT BOARD
Nomination Form

Must be returned to the League office postmarked no later than February 15, 2013, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

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

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

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

Must be returned to the League office postmarked no later than February 15, 2013 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Greg Bonaccorsi DATE: February 8, 2013

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

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

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

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

Must be returned to the League office postmarked no later than February 15, 2013, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL
Name: Greg Bonaccorsi Date: February 8, 2013
Address: Post Office Box 489
City: Fremont Zip: 94537
Phone: (home)(510) 813-4161 (office)(510) 656-3500 Extension 38030
E-Mail: greg4ohlone@yahoo.com

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

PROFESSIONAL EXPERIENCE
Present Occupation: Honors 7th Grade Life Science Teacher, William Hopkins Junior High School
Fremont Unified School District, Fremont, California (1989 - Present)

Other: President, Fremont Unified District Teachers Association/CTA/NEA (2000 - 2005)
Elected Member of the National Education Association Board of Directors representing California (2011 - Present)
Fellow, Industry Initiatives for Science and Math Educators (IISME), completing work at Applied Materials and Lockheed (2009-2011)

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

Page 1 of 2
Member, Audit Committee to the Ohlone CCD Board of Trustees

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

California Teachers Association State Council of Education

Legislative Contact to Assemblymember Bob Weichowski

Education Commission of the California State Parent Teachers Association

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

National Education Association Board of Directors

Legislative Contact to Representatives Barbara Lee, George Miller, and Eric Swalwell

CIVIC AND COMMUNITY ACTIVITIES

Past Member, Fremont Unified School District Financial Advisory Committee

Past Member, Fremont Youth Symphony Board of Directors

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

Member (On-Leave), Ohlone Wind Orchestra

Member, Tri-Cities Democratic Forum

Member, Alameda County Central Labor Council

Participant, Nutcracker Ballet, Yoko's Dance and Performing Arts Academy

OTHER


Member, The Honor Society of Phi Delta Kappa

Member, The Honor Society of Phi Kappa Phi

_________
CCCT OARD
NOMINATION FORM

Must be returned to the League office postmarked no later than February 15, 2013, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Citrus Community College District nominates Susan N. Keith to be a candidate for the CCCT Board.

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

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

Must be returned to the League office postmarked no later than February 15, 2013 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME:           Susan "Sue" Keith          DATE:    February 12, 2013

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

Positioning the California Community College system as the premier degree-awarding public educational system in the United States.

Inspiring trustees to help their colleges move toward developing cutting-edge career programs.

Enhancing communication between the CCCT Board and membership.

Lobbying effectively for our fair share of the budget.

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

I am a strong advocate for local control, but believe if we work together with our system office and other partners in education, we can enhance the brilliance of California's education system. I will ask questions, promote collaboration and encourage constant communication between the CCCT Board and member colleges.
CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2013, along with
the nominating ballot and statement of candidacy. Fax ed material will not be accepted.

PERSONAL
Name: Susan "Sue" Keith Date: February 12, 2013
Address: 337 Marygrove Road
City: Claremont Zip: 91711
Phone: (909) 240-1018 (cell) (home) (office)
E-Mail: sue.jim@verizon.net

EDUCATION
Certificates/Degrees: B.A., English, California State University, East Bay;
additional studies at Chaffey College; California State University,
Fullerton; California State Polytechnic University, Pomona

PROFESSIONAL EXPERIENCE
Present Occupation: Owner, Keith Consulting

Other: Retired, 43 years in higher education public relations and
nonprofit fund development, including professional work at California
State Polytechnic University, Pitzer College and Claremont Graduate
University

COMMUNITY COLLEGE ACTIVITIES
College District Where Board Member: Citrus Community College District
Years of Service on Local Board: 13 years
Offices and Committee Memberships Held on Local Board: President, Vice President,
Clerk/Secretary, Board Liaison to the Citrus College Foundation, Board
Liaison to the City of Claremont Oversight Board (Dissolved Claremont
Redevelopment Agency)
State Activities (CCCT and other organizations boards, committees, workshop presenter;
Chancellor's Committees, etc)
CIVIC AND COMMUNITY ACTIVITIES


Past President, Claremont Board of Education
Past President, Baldy View ROP Commission
Board Member, Options, A Child Care and Human Services Agency
Board Member, Kiwanis Club of Claremont

Past Board Member, Claremont Area League of Women Voters and Claremont Chamber of Commerce

OTHER

Current Member, Claremont Heritage, the Citrus College Music Department's Golden Circle, Claremont Area League of Women Voters, Children's Fund of San Bernardino County, Curtain Raisers of The Claremont Colleges,

Recipient of several honors for work in the community including:
Outstanding Young Women of America
YWCA Woman of Achievement Award
Community Hero Award from the Los Angeles County Fair Association
Richard S. Kirkendall Extraordinary Contribution Award
Grand Marshall of Claremont's 4th of July parade
CCCT BOARD NOMINATION FORM

Must be returned to the League office postmarked no later than February 15, 2013, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

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

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

Signature of Clerk or Secretary of Governing Board
CCCT Board

Statement of Candidacy

Must be returned to the League office postmarked no later than February 15, 2013 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE’S NAME: Garrett Yee DATE: January 21, 2013

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

The CCCT and the League will need to work through the proposed Governor’s budget, districts need to remain focused on accreditation, and our community college system must keep student learning a priority. In addition, returning veterans will need our support on community college campuses.

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

As a 10 year college board trustee, I understand the role of the board in accreditation and the importance of systems thinking and planning. I will ensure we remain focused on student learning and success. As a recently returning Afghanistan veteran, I will ensure our veterans have a voice.
CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2013, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL
Name: Garrett S. Yee  Date: January 21, 2013
Address: 38440 Garway Drive
City: Fremont  Zip: 94536
Phone: (home) 510-790-0865  (office) 510-219-0865 (cell)
E-Mail: garretty@comcast.net

EDUCATION
Certificates/Degrees:
Masters in Strategic Studies, 2009, U.S. Army War College, Carlisle, PA
Masters in Business Administration (MBA), 1995, Golden Gate University, San Francisco, CA
Bachelors of Science (BS), Santa Clara University, 1987, Santa Clara, CA
Classes taken, Ohlone Community College, Fremont, CA
Diploma, Kennedy High School, 1983, Fremont, CA

PROFESSIONAL EXPERIENCE
Present Occupation:
Director, Outreach and Education, Workers' Compensation Insurance Rating Bureau of California

As the Director for Outreach and Education, I am responsible for developing educational content and delivering educational programs on workers' compensation insurance for employers and insurance professionals.

Other: ______

COMMUNITY COLLEGE ACTIVITIES
College District Where Board Member: Ohlone Community College
Years of Service on Local Board: 10 years
Offices and Committee Memberships Held on Local Board:

President/Chair

Page 1 of 3
Vice President

Board Audit Committee

Accreditation Ad Hoc Committee

Ohlone College Foundation Member

Ohlone College 2010 Bond Measure G ($350 million) Campaign Committee

Ohlone College 2001 Bond Measure A ($150 million) Campaign Committee and Endorsement Chair

Ohlone College Alumni Committee

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


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

Civic and Community Activities

Board Member, Washington Hospital Healthcare System Bond Oversight Committee

Past President & Current Board Member, Citizens for Better Community

Executive Committee, Boy Scouts of America, San Francisco Bay Area Council

Past President & Member, South Bay Chinese Club of Alameda County

Past Chair, Fremont Library Advisory Commission

Awards Committee (Judge), Contra Costa County Commission on the Status of Women

Member, League of Women Voters

Other

The Argus newspaper named Garrett Yee as one of “10 People to Watch in 2003”

Citizens for Better Community named Garrett the “Citizen of the Year” in 2005

The Wall Street Journal featured Garrett and his family for their patriotism in 2006

The Boy Scouts of America named him “Scouter of the Year” in 2007 (Garrett is also an Eagle Scout)
The Wall Street Journal featured Garrett and his family for their patriotism in 2006.

The Indo American Community Federation named Garrett "Citizen of the Year" in 2007.

The Asian American Federation of California honored Garrett with the Award for Outstanding Public Service in 2010.

The Fremont Bulletin & The Argus awarded him the 2010 Readers Choice BEST of Fremont Best Elected Official.

The Alson Montessori Foundation in Fremont recognized him as the "2010 Montessori Community Honoree".

Military Service

Colonel, United States Army Reserve

Served in Iraq in 2006 and in Afghanistan from 2011 to 2012

Awarded Bronze Star Medal for Service in Afghanistan
CCCT BOARD
Nomination Form

Must be returned to the League office postmarked no later than February 15, 2013, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Monterey Peninsula Community College District nominates Loren Steck to be a candidate for the CCCT Board.

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

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

STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2013 along with the nominating ballot and biographic sketch form. Fax material will not be accepted.

CANDIDATE’S NAME: LOREN STECK DATE: 2/12/2013

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

Three major areas: 1) working with the Chancellor and Legislature to operationalize SB 1456 in a manner that will avoid the most serious pitfalls; 2) helping community colleges adjust to the coming structural changes in the funding mechanism; and 3) educating Trustees about their roles, best practices and coming changes.

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

Having worked on higher education issues for 30 years now, I have deep concerns about much of the transformational legislation aimed at us, and am willing to work to see them addressed. I am also familiar with CSBA’s Masters in Governance program, and believe CCLC could learn much from it.
CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2013, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL

Name: Loren Steck                     Date: 2/12/2013

Address: 27205 Meadows Road

City: Carmel                         Zip: 93923

Phone: 831-626-3620                    (home)   Phone:                      (office)

Email: lorensteck@gmail.com

EDUCATION

Certificates/Degrees: PhD, UCLA, 1982; MA, UCLA, 1976; BA, UC Santa Cruz, 1973

PROFESSIONAL EXPERIENCE

Present Occupation: Psychologist (mostly retired); winery and vineyard owner

OTHER:

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Monterey Peninsula Community College District

Years of Service on Local Board: 10

Offices and Committee Memberships Held on Local Board: Board Chair; Board Vice Chair;

Chair of Presidential Search Committee; member of Board Policy Committee; Liaison to MPC Foundation; Liaison to Community Human Services (local JPA)
State Activities (CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.): CCLC Advisory Committee on Educational Services (ACES)

Member, UC Office of the President Chancellor's Search Committee; CASE Conference

Presenter; Board member, Alumni Associations of the University of California; UC

Annual Legislative Conference Organizing Committee

National Activities (ACCT and other organizations, boards, committees, etc.): none

CIVIC AND COMMUNITY ACTIVITIES

Vice Chair, Community Human Services and Chair of the Strategic Planning Committee; Secretary, Carmel Valley Association

OTHER

President, UC Santa Cruz Alumni Association; Chair, Finance Committee, UC

Santa Cruz Foundation; Instructor and Porter College Fellow, UC Santa Cruz
CCCT BOARD
NOMINATION FORM

Must be returned to the League office postmarked no later than February 15, 2013, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

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

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

Signature of Clerk or Secretary of Governing Board
Victor M. Jaime, Ed.D., Secretary of Governing Board
CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2013 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Jerry D. Hart DATE: February 12, 2013

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

The most pressing issue for all of us to address is establish a funding mechanism in California that will provide adequate funding to community colleges now and in the future. Second, we must provide career technical coursework to help veterans and unemployed workers be trained for jobs of the future.

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

I have worked diligently to promote community colleges. I have worked with the league in lobbying efforts and pursuing innovative finance ideas. I have attended league workshops and training over the last six years and hope to be personally involved in solving funding issues and providing an equipped workforce.
CCCT BOARD

BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2013, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL

Name: Jerry D. Hart
Date: February 12, 2013
Address: 108 West 2nd Street
City: Imperial, CA
Zip: 92251
Phone: (760) 355-1192
E-Mail: jerry.hart@imperial.edu

EDUCATION

Certificates/Degrees: AA Imperial Valley College; BA & MA San Diego State University; Ed Spec. Point Loma Nazarene College; CA Elementary Teaching Certificate; CA Administrative Service Credential.

PROFESSIONAL EXPERIENCE

Present Occupation: Retired Teacher and School Administrator
Other: Worked as coach, volunteer, first aid trainer, volunteer fire fighter

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Imperial Community College District
Years of Service on Local Board: 6
Offices and Committee Memberships Held on Local Board: Board Chair, SDICCCA Representative, IVTA Representative, IVC Foundation Representative

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc.) Attended new member workshop and all other League conferences since being elected in November 2007.
Attended Board Chair Workshop this year. Report to SDCCD, GCCD, MiraCosta CCD, IVC monthly on CCCT topics.
National Activities (ACCT and other organizations, boards, committees, etc.): I am scheduled to attend the legislative conference this year and have lobbied for community college issues since being elected to the Board.

CIVIC AND COMMUNITY ACTIVITIES
IVC Foundation Board, Volunteer for the Red Cross, First Aid Trainer, Calipatria Lions Club, Little League Coach, Member CSBA and Member ACSA.

OTHER
Since being elected I have worked diligently to find answers to the critical issues facing colleges today. I have looked at the issues of partnerships in meeting our funding needs, looked at local parcel taxes as a temporary fix for meeting local needs, and lobbied for continuation of Cal Grants since I represent the poorest and most unemployed County in California.
Must be returned to the League office **postmarked no later than February 15, 2013**, along with the statement of candidacy and biographic sketch form. **Faxed material will not be accepted.**

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the **YUBA Community College District** nominates **BRENT HASTEY** to be a candidate for the CCCT Board.

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

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

Must be returned to the League office postmarked no later than February 15, 2013 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: BRENT HASTEY   DATE: February 13, 2013

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

I pledge to work cooperatively and collaboratively with community college colleagues throughout California to reduce the cost of a college degree, to improve matriculation rates, and to improve access, affordability and services for all students.  I will also work toward a fuller integration of technology to better serve student needs.

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

I bring my extensive experience in local government, my working knowledge of the legislative process, and my commitment to maintaining affordability for all California college students.  I envision an expanded partnership with K-12 districts, UC, CSU and the private sector to create clear and open pathways for improved student success.
CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2013, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL

Name: BRENT HASTEY       Date: February 13, 2013
Address: 3000 Plumas Arboga Road
City: Plumas Lake Zip: 95961
Phone: (home) (530) 741-3223       (office) (530) 400-1992
E-Mail: brent@hastey.net

EDUCATION

Certificates/Degrees: AA Yuba College
                RS Golden Gate University

PROFESSIONAL EXPERIENCE

Present Occupation: Owner of Plumas Lake Self Storage
Adjunct instructor for Central Texas College

Other: 

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Yuba Community College District
Years of Service on Local Board: 4
Offices and Committee Memberships Held on Local Board: Chairperson, Vice Chairperson, Clerk of the Board, Finance Committee

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

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

CIVIC AND COMMUNITY ACTIVITIES

Public Member of the Yuba County LAFCO
South Yuba Rotary Sunrise, Past President
Yuba County Board of Supervisors 1993-2001
Yuba County Water Agency 1993-2001
Sacramento Area Council of Governments, Past Chairperson

OTHER
CCCT BOARD
Nomination Form

Must be returned to the League office postmarked no later than February 15, 2013, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the San Jose/Evergreen Community College District nominates Dr. Jeffrey Lease to be a candidate for the CCCT Board.

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

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

Must be returned to the League office postmarked no later than February 15, 2013 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: DR. JEFFREY LEASE DATE: 02-06-13

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

CONTINUE TO PROMOTE STUDENT ACCESS AND SUCCESS THROUGH ADVOCACY AND POLICY DEVELOPMENT. STRENGTHEN COMMUNITY COLLEGE LEADERSHIP DEVELOPMENT OPPORTUNITIES, AND DISTRICT SERVICES. ENSURE THAT COMMUNITY COLLEGE EDUCATION REMAINS AFFORDABLE, AND THE TASK FORCE RECOMMENDATIONS DO NOT ADVERSELY AFFECT UNDERREPRESENTED STUDENTS OR BURDEN COLLEGES WITH UNFUNDED MANDATES.

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

HAVING AN EXCEPTIONAL ABILITY TO ANALYZE, COMPREHEND AND COMMUNICATE COMPLEX INFORMATION, AND A CLEAR UNDERSTANDING OF THE ROLE COMMUNITY COLLEGES PLAY IN TODAY'S HIGHER EDUCATION, I AM DEEPLY COMMITTED TO IMPROVING STUDENT ACCESS AND SUCCESS BY UTILIZING TECHNOLOGY, INNOVATION, COLLABORATION, AND A TEAM EFFORT TO ACHIEVE A COMMON GOAL.
CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2013, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL
Name: Dr. Jeffrey Lease  Date: 02-06-13
Address: 1288 Pembroke Drive
City: San Jose Zip: 95118
Phone: 408-365-4750 (Same) (Cell)
E-Mail: JEFFREY.LEASE@SJHECCD.EDU

EDUCATION
Certificates/Degrees: Doctor of Chiropractic
BS - Commercial Recreation Administration

PROFESSIONAL EXPERIENCE
Present Occupation: DOCTOR OF CHIROPRACTIC - OWNER OF InMotion Chiropractic
Other: CERTIFIED KINESIO TAPING INSTRUCTOR

COMMUNITY COLLEGE ACTIVITIES
College District Where Board Member: SAN JOSE / EVERGREEN
Years of Service on Local Board: 2
Offices and Committee Memberships Held on Local Board: Student Success;
Board Self-Evaluation; Accreditation;
Land Development; CURRENT VICE PRESIDENT OF BOARD

State Activities (CCCT and other organizations boards, committees, workshop presenter;
Chancellor's Committees, etc) WORKSHOP PRESENTER @ OCC ANNUAL
CONVENTIONS AND PARTNERS CONFERENCES - 360 BOARD
SELF-EVALUATION @ RESEARCH AND PROFESSIONALS CONFERENCE -
A RESPONSIBLE AND RESPONSIVE DEFINITION OF STUDENT SUCCESS
National Activities (ACCT and other organizations, boards, committees, etc.): Two Year Attendee ACCT Leadership Congress and Student Success Symposium

Civic and Community Activities

Elected Delegate (Assembly District 28)

Other
February 13, 2013

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

RE: Nomination of Trustee Jeffrey B. Lease for CCCT Board

At the February 12, 2013, Governing Board Meeting, the Board of Trustees of the San José-Evergreen Community College District nominated Trustee Jeffrey Lease to serve on the CCCT Board. The vote was unanimous; and the Board strongly approved his candidacy due to his excellence and hard work as a Trustee, and, especially, his commitment to student success.

Enclosed are the completed nomination forms. If you have any questions regarding these documents or need further information, please feel free to contact me.

Sincerely,

[Signature]

Rita M. Cepeda, Ed.D.
Chancellor and Board Secretary
San José-Evergreen Community College District

RMC:jap

Enclosures 4
CCCT BOARD
NOMINATION FORM

Must be returned to the League office postmarked no later than February 15, 2013, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Pasadena Area Community College District nominates Linda S. Wah to be a candidate for the CCCT Board.

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

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

Must be returned to the League office postmarked no later than February 15, 2013 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Linda S. Wah  DATE: January 25, 2013

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

Advocate for increased FTE funding for Community Colleges
Forge stronger partnerships with K-12 to increase college preparedness
Advocate for stronger curricular link to work force development needs
Increase student success by advocating for innovative approaches to basic skills courses

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

Over 30 years' experience in leadership and as a member of diverse boards (Community, Education, IT Professionals, Arts, Women)
Strong working relationships with K-12 boards
Executive Board Member of Los Angeles County School Trustees Association
Strong working relationship with businesses to partner with education (e.g. providing mentoring, internship opportunities)
CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2013, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL
Name: Linda S. Wah Date: January 25, 2013
Address: 2814 Carlaris Road
City: San Marino Zip: 91108
Phone: (home) 626-799-5332 (office) n/a
E-Mail: lswah@pasadena.edu

EDUCATION
Certificates/Degrees: B.S., MBA – California State University/Los Angeles

PROFESSIONAL EXPERIENCE
Present Occupation: Retired, Director of Systems – City of Los Angeles

Other: Mayor's Blue Ribbon IT Advisory (Member 1996)
LA City Public Works Technology Committee (Chair 1996-2000)
Los Angeles Technology Advisory (Member/Presenter 1996-2007)
Geographic Information Systems Conference (Presenter 1996)

COMMUNITY COLLEGE ACTIVITIES
College District Where Board Member: Pasadena Area Community College District
Years of Service on Local Board: 3 years
Offices and Committee Memberships Held on Local Board: Legislative Advocacy Committee; President's Asian American Advisory; Budget/Technology Committee; Los Angeles County School Trustees Association (Executive Board member); Los Angeles County Committee on School District Organization (Representative)

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

CA National Women's Political Caucus (VP)
CA National Organization of Women (Chapter Rep)
CCC International Education (Workshop presenter)

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

ACCT/Asian Pacific Islander Native American Caucus (Member)
Asian American Pacific Islanders in Higher Education (Member)
Asian Americans with Disabilities (Presenter)
Organization of Chinese Americans (Member)
Association of American University Women (Member)

CIVIC AND COMMUNITY ACTIVITIES

California State University/Los Angeles Charter College of Education (Board)
California State University/Los Angeles – Business Advisory Committee (Member)
South Pasadena Chamber of Commerce Legislative Committee (Member)
Women at Work (Board)
Women Involved in South Pasadena Political Action (Board)
National Organization of Women/San Gabriel Valley (Board)
Chinese American Museum-Los Angeles (Advisory Board)

OTHER

Pasadena City College Asian American Educational Forum (Chair)
California State University/Los Angeles Alumni Association (President/Board Member – 1990-1998)
January 23, 2013

CCCT Board Nominations
Community College League of California
2017 “O” Street
Sacramento, CA 95811

Re:  Letter of recommendation for Linda S. Wah
     Trustee, Pasadena Area Community College District

To Whom It May Concern:

We are writing in support of our nomination of Linda S. Wah to the CCCT Board. She has been an outstanding trustee of the Pasadena Area Community College District since she joined the Board in 2010 and has the vision, knowledge and skill to be an effective member of the CCCT Board.

In addition to her position as a trustee on the Board of the Pasadena Area Community College District, Linda has held a significant number of leadership roles in community and educational organizations. Linda understands both educational systems and their needed business processes and the importance of the educational role of community colleges and the significant benefits provided to the community. She has greatly assisted in moving students, programs, and departments in a positive direction.

Linda has well represented Area 5 of our district and has made meaningful contributions to the work of our Board in general.

We strongly recommend her nomination as a CCCT Board member.

Sincerely yours,

[Signature]

Board of Trustees /President
Pasadena Area Community College District

1570 East Colorado Boulevard • Pasadena, California 91106-2003 • (626) 585-7201 • FAX (626) 585-3117
January 18, 2013

Dear CCCT Member,

I am writing to express my strong support for Linda S. Wah for CCCT Board of Directors.

I know Linda Wah very well. I respect and trust her, and through her membership on the Board of the Pasadena Area Community College District and the Executive Board of the Los Angeles County Schools Trustees Association (LACSTA), I have seen first-hand how effective she is at advocating for and strengthening the relationships between community college trustees and K-12 boards.

Linda has also been instrumental in finding Workforce Development partners to enable Pasadena City College students to combine their academic studies with valuable work experience. This effort will integrate well with the Small Business Development Center hub coming soon to PCC.

I share your commitment to California’s community colleges. I have a history of close involvement with PCC and Glendale Community College and I have worked with and admired many dedicated college trustees. In my work in the legislature, I have also come to know many of you through our mutual efforts to support California’s community college system.

We all know how challenging the last few years have been. The budget for community colleges has suffered tremendously. You can rest assured that I will stand shoulder to shoulder with you in fighting for higher education. As Chair of the Senate Committee on Education and as a former teacher and school administrator, that will continue to be my highest priority.

Knowing Linda as I do, I know that she will also throw her full energy into that fight. In this time of crisis and recovery, CCCT could not have a stronger, more effective voice devoted to its mission than Linda S. Wah.

Many thanks for your consideration.

Sincerely,

Carol Liu
State Senator
District 25
January 9, 2013

California Community College League
2017 O Street
Sacramento, CA 95811-5211

RE: REFERENCE LETTER FOR LINDA S. WAH

Ladies and Gentlemen:

It is my immense pleasure to recommend Linda S. Wah for the California Community College Trustees Board of Directors. I was introduced to Linda, as a newly appointed director to the Los Angeles County School Trustees Association (LACSTA), where she represents the shared interests of community colleges within the voluminous County of Los Angeles.

Many mutual friends and professional associates continually believe Linda to be amiable, disciplined and politically astute. In fact, Linda was so dedicated to assuring that community colleges had a voice on matters of vocational technical education and funding, she lead the establishment of LACSTA’s first community college caucus.

During my time of knowing Linda, I was elected to serve as president of LACSTA. With much humility, I credit Linda entirely for working arduously for my victory.

While some people can be described as a “field soldier,” the best way to describe Linda is a “tactician.” In spite of Linda’s formidable talents, she is a modest and an approachable person, who loves to share her knowledge with others.

Again, it is with great confidence that I enthusiastically support Linda and her desire to serve the membership of the California Community College League.

Sincerely,

Micah Ali
President
ASPC RESOLUTION NO. 15

A RESOLUTION TO ENDORSE LINDA WAH TO THE CALIFORNIA COMMUNITY COLLEGE TRUSTEES (CCCT) BOARD.

WHEREAS, Linda Wah currently serves as the trustee for Area Five of the Pasadena Area Community College District (PACCD);

WHEREAS, Linda Wah has served the student, staff, and public community of PACCD with consistent integrity and honesty, putting the needs of students at the forefront of her policy-making work at PCC;

WHEREAS, we recognize the important and sizable contribution Linda Wah has made to the women's community of PCC and Pasadena through her work with the PCC Feminist Club of ASPCC, as well as through the National Women's Organization and the National Women's Political Caucus;

WHEREAS, the Associated Students of Pasadena City College believes that Linda Wah can make considerable, beneficial contributions on a larger scale through involvement in community college activities statewide;

THEREFORE BE IT RESOLVED that the Associated Students of Pasadena City College fully endorse Linda Wah for a position with the California Community College Trustees Board.

Simon Fraser
President
On behalf of the ASPCC Executive Board
Resolution Adopted January 9, 2013
January 07, 2013

Dear CCCT Members:

I am endorsing Linda S Wah for the CCCT Board of Directors.

Linda has worked closely with the K-12 Boards in the Pasadena Area Community College District and is currently an Executive Board Member on the Los Angeles County Schools Trustees Association (LACSTA).

As a former school board member, education is also a priority for me, as I know it is for Linda. I know she contributes positively to the mission of LACSTA in bringing a closer working relationship between K-12 trustees and community college trustees.

With the soon to be established hub for the Small Business Development Center at the Pasadena City College site, Linda has worked with the business organizations in the community to help make them a Workforce Development partner to the college, helping our students gain valuable work experience in conjunction with their academic studies.

I strongly support Linda S Wah for the Board of Director position for CCCT. I look forward to working with CCCT and supporting their objectives of higher education, and I know Linda will be a strong advocate for the mission of the CCCT and preservation of access to higher education for our communities.

Thank you for your consideration in this matter.

Sincerely,

Edwin “Ed” Chau
Assemblymember, 49th District
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Revision to Mission Statement – First Reading

DATE
March 28, 2013
ATTACHMENT(S)
14 pages

REASON FOR BOARD CONSIDERATION
☐ ACTION  ☐ CONSENT  ☒ FIRST READING
☐ INFORMATION  ☐ REPORTS

ITEM NUMBER
3.1

BACKGROUND:

Integrated planning forms the fundamental framework for the Accrediting Commission for Community and Junior Colleges' (ACCJC) standards of accreditation. ACCJC sets forth this interconnectedness of learning and planning in the following way: "The institution provides the means for students to learn, assesses how well learning is occurring, and strives to improve that learning through ongoing, systematic, and integrated planning (Standard 1)." Central to integrated planning is the institution's mission statement which defines the college's broad educational purposes. Santa Barbara City College's current mission statement, while complete, is quite lengthy and all-encompassing.

In accordance with two of the Board of Trustee's 2012-2013 goals (to review the college mission and to create an integrated institutional planning framework), CPC embarked upon a process to re-examine the college's mission statement this past fall semester. This process is described in the attachment entitled Framing our Future: Mission Statement Review Process, 2012-2013. This process culminated in an expanded CPC retreat held on January 23, 2013 to examine the themes emanating from the input of constituent focus groups regarding the defining attributes of the college and our priorities as we move into the future. The draft revised mission statement crafted during that retreat was reviewed by CPC again in February 2013 and provided for campus-wide dissemination. CPC took action to recommend the revised mission statement on March 5, 2013.

The mission statement is comprised of a preamble introductory clause and a one sentence statement. It is followed by our core principles (which remain unchanged) and a statement of our charter as codified in California Education Code. Just as in our current catalog, this set of statements will be followed by our institutional student learning outcomes which, together with program review and course/program level student learning outcomes, provide the overarching measurable aspects of a student's pathway through the institution.

This serves as the first reading for the revised mission statement. The second reading will occur on April 25, 2013.

RECOMMENDATION:

None

Administrator Initiating Item: Lori Gaskin, President
General Information

The College
Santa Barbara City College is a comprehensive community college serving the south coast of Santa Barbara County, with a population of almost 200,000. The college is one of 112 California community colleges organized under the California Education Code. As such, it is subject to the decisions of the California Legislature and, as defined by law, the California Community Colleges Board of Governors. It is also responsible to its local constituency through an elected Board of Trustees, which is the principal policy-making body for the college.

Santa Barbara City College offers an extensive program of postsecondary education that is especially responsive to the needs of adults in the local community. A wide range of associate degree and certificate programs is available, as are transfer programs that provide the first two years of study toward the baccalaureate degree. A variety of general educational opportunities, both credit and noncredit, is also available for persons wishing to develop new or expanded occupational skills, or to broaden their cultural perspectives or artistic talents.

Responding to community needs, the college’s programs address economic development, on-site workforce training, skills enhancement, job training, and lifelong learning opportunities. To serve the diverse needs of students, a broad variety of student services is provided, including academic and personal counseling, financial aid, career guidance and maintenance of academic progress records. Special programs are also available for re-entry students, the physically disabled and the economically disadvantaged.

Students of the college are, for the most part, from the local community. However, the college also attracts many students from throughout the state, as well as national and international locations. Students range in age from under 18 to over 80 years and represent a wide range of ethnic groups.

Santa Barbara City College is especially committed to making its educational programs accessible to cultural, ethnic and age groups who have traditionally been underserved by postsecondary education. Means for achieving this goal include outreach, testing and diagnosis, counseling and placement, developmental education and special retention programs, such as peer counseling, tutoring and financial aid.

The college recognizes that the goals of today’s students are as diverse as the students themselves. Hence, SBCC attempts to provide programs compatible with a wide range of goals and to assist in goals clarification when appropriate. Among principal commitments of the college are the broadening of the individual’s view of educational possibilities that are available, and assisting students in formulating and carrying out a plan to achieve selected goals.

Mission Statement
Santa Barbara City College is committed to the success of each student, providing a variety of ways for students to access outstanding and affordable higher education programs that foster lifelong learning. SBCC works to ensure academic success for all students as they earn a degree or certificate, prepare for transfer, or gain the occupational competencies and academic skills needed to advance in their careers.

The college serves all segments of its diverse community by maintaining quality programs, by collaborating with local organizations to identify new educational needs and develop programs to meet those needs, and by continually expanding its efforts to meet the educational needs of traditionally underserved groups. The college responds to the needs of the South Coast community by offering a comprehensive continuing (adult) education program and developing programs that support economic development. As part of that larger community, SBCC is also committed to valuing the dynamic diversity of the community and to adopting sustainable practices and exercising good citizenship.

SBCC promotes student learning and development through the attainment of Institutional Student Learning Outcomes that measure student achievement in critical thinking, problem-solving and creative thinking; communication; quantitative analysis and scientific reasoning; social, cultural, environmental and aesthetic perspectives; information, technology and media literacy; and personal, academic and career development.

Core Principles
Santa Barbara City College encourages and supports instructional improvement and innovation that increases the quality and effectiveness of its programs based upon these core principles:

- Policies, practices and programs that are student-centered
- Shared governance involving all segments of the college community
- An environment that is psychologically and physically supportive of teaching and student learning
- A free exchange of ideas in a community of learners that embraces the full spectrum of human diversity
- A commitment to excellence in all college endeavors

Institutional Learning Outcomes
Santa Barbara City College provides a rich learning experience for its students. The Institutional Student Learning Outcomes state the competencies in general education and personal and career development that students acquire by completing a program of study at SBCC.

As students follow a program of study at SBCC, they participate in performance assessments through examinations, portfolios and other activities that provide information about their proficiency in each of these outcomes. The data collected are used to document and improve student learning and the attainment of the Institutional Student Learning Outcomes.

I. Critical Thinking, Problem-Solving and Creative Thinking
Students will demonstrate the ability to collect information in response to a question or problem; analyze and draw valid conclusions from statements, images, data and other forms of evidence; and assess the implications and consequences of conclusions.

Competencies:
1. Define the issues, problems, or questions.
2. Seek, collect and analyze data and relevant information, including alternative approaches.
3. Differentiate among facts, opinions and biases.
4. Synthesize and generate solutions and identify possible outcomes.
5. Use evidence and reasoning to support conclusions.

II. Communication
Students will demonstrate effective communication skills in reading, writing, listening, speaking and communicating in different formats.

Competencies:
2.1 Reading
Comprehend and interpret text.

2.2 Writing
Create documents that communicate thoughts and information appropriate to the given context, purpose and audience employing the conventions of standard English.

2.3 Speaking
Organize ideas and communicate orally in a way appropriate to audience, context and purpose.

2.4 Listening
Receive, attend to, interpret and respond appropriately to verbal and/or nonverbal communication.

2.5 Visual Comprehension
Recognize and interpret images, graphic displays and other forms of observable communication.

III. Quantitative Analysis and Scientific Reasoning
Students will be able to: analyze, estimate, use and evaluate quantitative information using words, data, graphs and symbols; and apply the scientific method to questions regarding observable natural, physical and social phenomena.

Competencies:
3.1 Apply quantitative skills to the interpretation of data.
3.2 Use graphs, symbols and mathematical relationships to describe situations.
3.3 Apply mathematical concepts to solve problems.
3.4 Explain/articulate the scientific method to test theories, explanations and hypotheses.
3.5 Distinguish scientific theory from conjecture and/or speculation.

IV. Social, Cultural, Environmental and Aesthetic Perspectives
Students will be able to demonstrate knowledge of significant social, cultural, environmental and aesthetic perspectives.

Competencies:
4.1 Describe how the interaction among social, economic, political, cultural, environmental and historic events affect the individual, society and the environment.

4.2 Explain how culture influences different beliefs, practices and peoples.
4.3 Recognize fine, literary and performing arts as essential to the human experience.
4.4 Identify the social and ethical responsibilities of the individual in society.

V. Information, Technology and Media Literacy
Students will be able to locate, evaluate, synthesize and use multiple forms of information and technology employing a range of technologies.

Competencies:
5.1 Select and evaluate the accuracy, credibility and relevance of information sources.
5.2 Use technology effectively to organize, manage, integrate, create and communicate information and ideas.
5.3 Evaluate critically how media are used to communicate information through visual messages.
5.4 Identify the legal, ethical, social and economic rights and responsibilities associated with the use of media.

VI. Personal, Academic and Career Development
Students will be able to assess their own knowledge, skills and abilities; set personal, educational and career goals; work independently and in group settings, and identify lifestyle choices that promote self reliance and physical, mental and social health.

Competencies:
6.1 Develop, implement, and evaluate progress towards achieving personal, academic and career goals.
6.2 Demonstrate personal responsibility for choices, actions and consequences, including but not limited to, attending classes, being punctual and meeting deadlines.
6.3 Demonstrate the ability to work effectively in a group setting.
6.4 Demonstrate the ability to identify and use appropriate resources.

Continuing Education Division
This is the 94th year of Continuing Education in Santa Barbara, and the 53rd year in which the program has been administered by the Continuing Education Division of Santa Barbara City College.

Santa Barbara City College Catalog 2012-2013
DRAFT

SANTA BARBARA CITY COLLEGE

Mission
CPC Plus Retreat: January 23, 2013
Revised: CPC February 5, 2013
Revised with constituent input: February 25, 2013
Recommended by CPC: March 5, 2013

Our Mission
As a public community college dedicated to the success of each student . . .

Santa Barbara City College provides students a diverse
learning environment that inspires curiosity and discovery,
promotes global responsibility, and fosters opportunity for
all.

Our Core Principles
Santa Barbara City College encourages and supports instructional improvement and
innovation that increases the quality and effectiveness of its programs based upon these
core principles:

- Policies, practices, and programs that are student-centered;
- Shared governance involving all segments of the college community;
- An environment that is psychologically and physically supportive of teaching and
  student learning;
- A free exchange of ideas in a community of learners that embraces the full spectrum
  of human diversity; and
- A commitment to excellence in all college endeavors.

Our Charter
Serving as the foundation for Santa Barbara City College’s mission and core principles
is a commitment to honoring the spirit and intent of the foundational framework of the
California Community Colleges as described in California Education Code §66010.4:

- **Primary Mission**: Academic and vocational instruction at the lower division level;
  advancement of California’s economic growth and global competitiveness through
  education, training, and services.

- **Essential and Important Functions**: Remedial instruction, ESL, adult noncredit
  instruction (in areas defined as being in the state’s interest), and student support
  services.

- **Authorized Function**: Community services courses.
FRAMING OUR FUTURE:

MISSION STATEMENT REVIEW PROCESS
2012-2013
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Role of a Mission Statement

Rationale for Reviewing the Mission Statement

Process for the Mission Statement Review

Themes from Interviews

Framing Our Future Retreat

Appendix 1: SBCC Mission Statement Adopted in 2008
Role of a Mission Statement

A mission statement answers the question, “Who are we?”

An effective mission statement is a clear, concise statement of the institution’s purpose and direction. This statement is printed on documents across the college to inform and remind everyone about our purpose today and the path we will follow into the future. In keeping with the standards of the Accrediting Commission for Community and Junior Colleges, the mission statement defines “...the institution’s broad educational purposes, its intended student populations, and its commitment to achieving student learning.”

But a mission statement is important for reasons other than compliance with accreditation standards. Our mission statement clarifies our purpose and unites our efforts toward achievement of a shared vision of our college in the future. Once established, we develop plans and measure our successes based on how we define ourselves in our mission statement.

Given this basic role, the mission statement is the touchstone for all planning processes. The institution initiates and refines plans in order to move us forward in fulfilling our mission. We are successful to the extent that we achieve our mission.
Rationale for Reviewing the Mission Statement

SBCC’s current mission statement was reviewed and discussed during 2007 – 2008. These discussions led to a revised mission statement that was approved by the Board in fall 2008. Is this mission statement as relevant today as it was four years ago?

Many changes in the past four years directly impact our mission as a community college. Students’ demand for courses at our college has increased at the same time that the state has been significantly reducing the funding for our college. The place of technology as a tool for teaching and learning has expanded. State policies and regulations have shifted from a focus on student access to a focus on student success and goal attainment. And through pilot programs and our analysis of student learning outcomes, we’ve gained a better understanding of those factors that have an effect on how students learn.

Economists predict that many of the changes created by the recession are permanent. Our nation has lost jobs that are unlikely to return. Our state is re-focusing and narrowing the community college mission. State funding is unlikely to return to previous levels.

For all of these reasons, it is time for another discussion about our mission statement. It is time to analyze who we are today in the context of the changes around us. Through this process of reviewing our mission statement, we are proactive in reassessing and refining our purpose. By embracing the changes and charting a course that fits the culture of our college as well as today’s realities, we assume some control over the direction our college takes.

Our Board of Trustees understands the importance of the college’s mission statement in planning and assessing institutional effectiveness. Therefore, the Board established “...reviewing the college mission statement” as a goal for 2012- 2013.
Process for the Mission Statement Review

The process for reviewing our mission statement included three phases.

1. Interviews
   Interviews about the mission were conducted in fall 2012. The 18 members of the College Planning Council and the Executive Council were interviewed one-on-one. In addition, six groups were interviewed: Academic Senate, Classified Consultation Group, Deans’ Council, Student Senate, Managers’ Group, and the Board of Trustees. The interview questions included, “Who are we?” and “What are our priorities as we move into a future of permanently reduced funding?” The interview results follow.

2. Framing Our Future Retreat
   A College Planning Council retreat was held on January 23, 2013. The retreat group included College Planning Council members plus two additional representatives from these six constituent groups: Academic Senate, Student Senate, Executive Council, Classified Consultation Group, Board of Trustees, and the Supervisory Bargaining Unit. These members of the college community met to review the results of the interviews and to draft a revised mission statement. A summary of the retreat follows.

3. College-wide Consultation
   The draft mission statement was submitted to the College Planning Council and members were asked to seek feedback on this draft from their constituents. Based on this feedback, the mission statement will be revised as warranted, and a final recommendation will be submitted to the Superintendent/President. The Superintendent/President will present the final recommendation to the Board of Trustees at the March Study Session and will present the proposed mission statement for second reading and action at the Board’s regular meeting in March.
Themes from Interviews

The interview participants almost unanimously agreed that the current SBCC mission statement should be streamlined in order to convey a more focused institutional purpose. The specific themes that that emerged from the total of 12 hours of interviews are summarized below.

Why do students want to attend SBCC?

- Location
  - Beach
  - UCSB
  - Beautiful campus
  - Local

- Academic reputation
  - Transfer institution
  - Student support
  - Excellent faculty
  - Range of learning environments

- Welcoming to students
  - Student life
  - Energy on campus
  - Safe
  - Family connections

What is necessary to maintain our reputation?

- Keep doing what we do well
- Value faculty and staff so they focus on students
- Collaborate with the community

What are our priorities as we move into a future of permanently reduced funding?

- Quality
- Opening doors/gateway/portal
- Students first/student-centered
- Academics and CTE
- Recent HS grads
- Success in a global workforce
- Success for all students
State’s priorities
- Students’ goals (help them discover them and then help them meet them)
- Bridge between non-credit and credit
- Welcoming to students who are not yet our students
- Open access
- Freedom to explore
- Strong work ethic
- Love of learning
- Good citizens and global citizens
- Innovation

Framing Our Future Retreat

The following College Planning Council members plus two additional representatives from six constituent groups met on January 23, 2013:

College Planning Council
Lori Gaskin, Chair
Liz Auchincloss, President CSEA
Paul Bishop, VP, Information Technology
Robert Else, Senior Director, Assessment, Research, and Planning
Pat English, VP, Human Resources
Jack Friedlander, Executive VP, Educational Programs
Joyce McPeters, Classified Staff Representative
Michael Medel, Supervisors Bargaining Unit Representative
Kimberly Monda, Academic Senate Representative
David Morris, Academic Senate VP
Kenley Neufeld, Academic Senate President-Elect
Kathy O’Connor, Academic Senate Representative
Cindy Salazar, Classified Staff Representative
Joseph Sullivan, VP, Business Services

Two Representatives from these Constituent Groups
Academic Senate: Priscilla Butler and Laurie Vasquez
Associated Students: Ashley Jeter and Justin Perocco
Board of Trustees: Marty Blum and Marianne Kugler
Classified Consultation Group: Donna Waggoner and Elizabeth Stein
The group reviewed the interview results and discussed the meaning of each theme in the context of a mission. The group then prioritized the themes. The following four themes were ranked the group’s top priorities:

1. Opening doors/gateway/portal
2. Students first/student-centered
3. Freedom to explore/discover passion
4. Good citizens and global citizens

The larger group divided into smaller groups and each small group used the top priority themes as the basis for drafting a mission statement. The resulting mission statement drafts were:

1. To provide students with an educational environment that fosters global responsibility, inspires discovery and passion, and embraces access for all.

2. SBCC provides students opportunities to discover their educational and career goals in a supportive, student-focused learning environment that prepares them for global citizenship.

3. SBCC creates pathways for students to discover their passions and realize their educational and career goals in the context of their local and global communities.

4. Through a student-centered ethos, SBCC draws upon dedication and expertise in order to provide opportunity for personal growth, discovery of individual passions, freedom to explore, and awareness of one’s place in the world.

5. SBCC encourages students in a diverse learning environment to discover their passion by offering them opportunities to build the skills and knowledge they need to pursue it and become contributing members of our global community.

6. SBCC embraces all students in their journey of educational self-discovery, fueling minds, creating portals of opportunity, and cultivating a global ethic in an environment of excellence and commitment.
The retreat members ranked these draft mission statements and revised the top-ranking draft. The final draft mission statement that will be distributed for college-wide review is:

SBCC provides students a diverse learning environment that inspires discovery and passion, fosters global responsibility, and embraces opportunity for all.
Appendix 1: SBCC Mission Statement Adopted in 2008

Santa Barbara City College is committed to the success of each student, providing a variety of ways for students to access outstanding and affordable higher education programs that foster lifelong learning. SBCC works to ensure academic success for all students as they earn a degree or certificate, prepare for transfer, or gain the occupational competencies and academic skills needed to advance in their careers.

The College serves all segments of its diverse community by maintaining quality programs, by collaborating with local organizations to identify new educational needs and develop programs to meet those needs, and by continually expanding its efforts to meet the educational needs of traditionally underserved groups. The College responds to the needs of the South Coast community by offering a comprehensive continuing (adult) education program and developing programs that support economic development. As part of that larger community, SBCC is also committed to valuing the dynamic diversity of the community and to adopting sustainable practices and exercising good citizenship.

SBCC promotes student learning and development through the attainment of Institutional Student Learning Outcomes that measure student achievement in critical thinking, problem solving, and creative thinking; communication; quantitative analysis and scientific reasoning; social, cultural, environmental, and aesthetic perspectives; information, technology, and media literacy; personal, academic, and career development.

Approved by the Board of Trustees, September, 2008
# AGENDA ITEM BACKGROUND

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<thead>
<tr>
<th>TO:</th>
<th>BOARD OF TRUSTEES</th>
<th>DATE</th>
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<tbody>
<tr>
<td>FROM:</td>
<td>PRESIDENT</td>
<td>March 28, 2013</td>
</tr>
<tr>
<td>SUBJECT:</td>
<td>Human Resources: Actions Involving Permanent Personnel</td>
<td>ATTACHMENT(S)</td>
</tr>
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<td></td>
<td></td>
<td>4 pages</td>
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<td>ACTION ☐</td>
<td>☒ CONSENT ☐</td>
</tr>
<tr>
<td>FIRST READING ☐</td>
<td>INFORMATION ☐  REPORTS ☐</td>
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## BACKGROUND:

The attached transmits routine Human Resources actions regarding permanent personnel.

## RECOMMENDATION:

It is recommended the Board of Trustees approve the actions involving permanent personnel presented in the attached.

**Administrator Initiating Item:**
Patricia English, Vice President, Human Resources
### Human Resources: Actions Involving Permanent Personnel

#### Educational Administrator Retirement

<table>
<thead>
<tr>
<th>Name</th>
<th>Discipline</th>
<th>Date</th>
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<tbody>
<tr>
<td>PAZICH, Betty</td>
<td>Dean, Educational Programs</td>
<td>10/1/2013</td>
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#### Notification of Faculty Appointments by Superintendent/President

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<th>Name</th>
<th>Department</th>
<th>Date</th>
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<tbody>
<tr>
<td>FOLSOM, Douglas</td>
<td>Physics Instructor</td>
<td>8/22/13</td>
<td>FT, Tenure Track Probationary-1 Re: J. Simpson</td>
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#### Faculty Retirement

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
<th>Date</th>
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<tbody>
<tr>
<td>CARROLL, Gary</td>
<td>Chemistry</td>
<td>5/25/13</td>
<td>Corrected retirement date from 5/18/13 to 5/25/13. Previously approval by BOT on 10/25/12.</td>
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<tr>
<td>METIU, Jane</td>
<td>Nursing</td>
<td>12/15/12</td>
<td>Corrected retirement date from 12/8/12 to 12/15/12. Previously approval by BOT on 10/25/12.</td>
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<tr>
<td>SIMPSON, Jodi</td>
<td>Physics/Electronics</td>
<td>12/15/12</td>
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### SANTA BARBARA COMMUNITY COLLEGE DISTRICT
### BOARD OF TRUSTEES

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<tr>
<td>YGUALT, Ana Maria</td>
<td>Spanish</td>
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### FACULTY LEAVE OF ABSENCE

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<th>Name</th>
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<tbody>
<tr>
<td>HAWS, Holly</td>
<td>Orfalea Early Learning Center</td>
<td>03/07/13 04/13/13</td>
<td>Extension of Medical Leave</td>
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### CLASSIFIED APPOINTMENT

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<th>Name</th>
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<tbody>
<tr>
<td>COMPTON, Benjamin R.</td>
<td>Buyer (Textbooks)</td>
<td>26/6</td>
<td>3/29/13</td>
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<tr>
<td>MAAS, Lyndsay</td>
<td>Controller</td>
<td>158/6</td>
<td>3/29/13</td>
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<tr>
<td>YU, Chien-ei</td>
<td>Laboratory Technician</td>
<td>30/6</td>
<td>3/29/13</td>
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### CLASSIFIED PROMOTION

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<tr>
<td>LOPEZ, Estela</td>
<td>Payroll Coordinator</td>
<td>30/5</td>
<td>3/29/13</td>
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### CLASSIFIED LONGEVITY CAREER INCREMENTS

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<tr>
<th>Name</th>
<th># of Years</th>
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<tr>
<td>GUERRERO, Ricardo</td>
<td>20</td>
<td>3/1/13</td>
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<td>LOPEZ, Lisa</td>
<td>15</td>
<td>3/1/13</td>
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### Classified Change in Shift Premium

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<tbody>
<tr>
<td>KELLER, Nancy</td>
<td>CE Wake Center</td>
<td>1/14/13</td>
<td>Add 3.5% Swing Premium</td>
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<td></td>
<td></td>
<td>6/28/13</td>
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### Classified Resignation

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<tr>
<td>ROMERO, Andre</td>
<td>Security Officer</td>
<td>3/5/13</td>
</tr>
<tr>
<td>BABINE, Catherine</td>
<td>Online Student Support Specialist</td>
<td>3/15/13</td>
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<tr>
<td>SEALEY, Erin</td>
<td>Laboratory Technician</td>
<td>8/30/13</td>
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### Classified Retirement

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<th>Name</th>
<th>Position</th>
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<tbody>
<tr>
<td>DANIELSON, Susan</td>
<td>CE Human Resources Specialist</td>
<td>4/30/13</td>
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### Classified Leave of Absence

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<th>Name</th>
<th>Position</th>
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<tbody>
<tr>
<td>BISHOP, Pam</td>
<td>Accounting Technician III</td>
<td>12/17/12-2/13/13</td>
<td>Industrial Accident</td>
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<tr>
<td>SUMMERSON, Angela</td>
<td>Admissions &amp; Records Supervisor</td>
<td>2/7/13-6/5/13</td>
<td>Medical</td>
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SANTA BARBARA COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

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<td>Accounting Technician I</td>
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CLASSIFIED 39 MONTH RE-EMPLOYMENT LIST

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<tr>
<td>INKS, Andrea</td>
<td>Bookstore Assistant</td>
<td>3/15/13</td>
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AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Human Resources: Actions Involving Adjunct Faculty

DATE
March 28, 2013

ATTACHMENT(S)
6 pages

REASON FOR BOARD CONSIDERATION
☐ ACTION ☒ CONSENT ☐ FIRST READING
☐ INFORMATION ☐ REPORTS

ITEM NUMBER
4.1-b

BACKGROUND:

The attached transmits routine Human Resources actions regarding adjunct faculty, and includes spring/summer 2012/2013, credit and non-credit hires, and equivalence determination for minimum qualifications. Adjunct faculty assignments will not exceed 67% time, including any credit division assignment for fall and spring semesters.

RECOMMENDATION:

It is recommended the Board of Trustees approve the actions involving adjunct faculty presented in the attached.

Administrator Initiating Item:
Patricia English, Vice President Human Resources
<table>
<thead>
<tr>
<th>Name</th>
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<th>Name</th>
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<td>DIAZ, Pablo</td>
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<td>GONZALEZ, Marina</td>
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<td>BELLAMY, Jerome</td>
<td>CALDER, Joan</td>
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<td>ADELMAN, Kim</td>
<td>BELLIDO, Lissie</td>
<td>CALDWELL, Helen</td>
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<td>COCOLO, Ligia</td>
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<td>BROOKS, Judith</td>
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<td>CONWAY, Timothy</td>
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<td>COOPER, Arnold</td>
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<td>BURNS, Debbie</td>
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<td>BEERS, Linda</td>
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</table>
COX, Victoria  
CRONKITE, Robert  
CULBERTSON, Katherine  
CUMES, David  
DADDONA, Cindy  
DAILY, Janice  
DAVIS, Rebecca  
DAY, Arden  
DE ALBA, Monica  
DEAN, Danyel  
DEARTH, Jacqueline  
DENKE, Debora  
DHIRAJLAL, Nimita  
DOIRON, Diane  
DORFHubER, Rosabeth  
DOUGLAS, John  
DOUGlass, Rhonda  
DRAgHI, Patricia  
DROB NY, Dana  
DRURY, Michael  
EGGLI, Norma  
ELKINS, Gary  
ELLIOTT, JanClaire  
ESQUIVEL-KROMIS, Irma  
ESTES, Nancy  
FARRAND, Nancy  
FAULKNER, James  
FAY, Carol  
FEENEY, Daniel  
FERRER, Mark  
FIGUEROA, Sylvia  
FINN, Richard  
FOGLE, Clayton  
FOSS, Celia  
FOWLER, Martin  
FOY, Catherine  
FRAGOSA, Abbey  
FROLLI, Marguerite  
FRYER, Laurel  
FUENTES, Leticia  
FUNK, Sabina  
FUSSELL, Valori  
GALVAN III, Anthony  
GALVIS, Coromoto  
GARCIA, Maria  
GARDNER, Sharon  
GASPARRINI, Laura  
GILBERT, Wilene  
GIUFFRE, Karen  
GOMEZ, Susan  
GONZALEZ, Alfredo  
GONZALEZ, Diane  
GOODNICK, William  
GORDON, Nicola  
GRAFFIUS, Norma  
GRAHAM, Janet  
GRAY, Colin  
GRAYBILL, Amanda  
GRUENBERG, Molly  
GRUMBINE, Anthony  
GRUVER, Kathleen  
GUTSHALL, Norman  
HALE, Keith  
HANSEN, Ranell  
HARDIN, Karen  
HARRINGTON, Bridget  
HARRISON, Sarah  
HENDERSON, Louis  
HILL, Cleo  
HILLNER, Teresa  
HOBBINS, Julie  
HOFMANN, Fred
HOLGUIN, Carolyn  KOSTRUBA, Daniela  MAUTONE, Patricia
HOLLANDER, Jane  KROES, Lisa  MCCLURE, Wendy
HORNICK, Charles  KWAKO, James  MCGREGOR, Scott
HUNGETT, Holly  LANG, Susan  MCGUIRE, Robert
HUTTERER, Nancy  LAULA, Mary  MCIVER, Bruce
IACOVETTI, Carla  LEAVITT, Jane  MESSER, Mariah
INGRAM, Janet Sue  LEE, Bette  MESSIER, Mary
IWERKS, John  LEMAGIE, Suzanne  METCALF, Carol
JAMES-FENSKE, Kerri  LEVASSEUR, Elaine  MILES, Joanne
JARROTT, Leonard  LITTLEHALE, Nevin  MILLNER, Clayton
JOHNSON MADRIGAL, Claudia  LOCKE, Angela  MILLNER, Lynda
JOHNSTON, Judy  LOEBMAN, Barbara  MOLONY, Michele
KARLE, Alice  LOPEZ, Lynn  MORENO, Luis
KARPPINEN, Linda  LORBER, Janice  MORGAN, Silvia
KARSH, Jaan  LOTITO, Barbara  MORRISON, Laura
KASTNER, Linda  LOWENKOPF, Shelly  MULLER, Robert
KAY, Venessa  LYON, Laura  MULLINS, Victoria
KEARNS, Lauren  MANCIC-JOHNSON, Svetlana  MUSACCHIO, Diana
KELLER, Nancy  MARCHINGTON, Rene  NAVAR, Isabelle
KENNEDY, Dauri  MASIN, Eva  NELSON, Lawrence
KERWIN, Bonnie  MASK, Robert  NORTON, Tamara
KEYZER, Wendy  MASON, Laura  NOWLIN, Angela
KORNBLUTH, Story  MATHERS-WINN, David  NUNEZ, Adrianne
MATOSIAN, Marlene  OATES, Sachiko
<p>| O'CONNOR, Kathleen | REMPE, Catherine | SCHLEGEL, Victoria |
| OETKEN, Jennifer | REYNOLDS, Robert | SCOTT, Eleanor |
| OKI, Peggy | RIBET, Mary | SELLS, Angela |
| OLGUIN, Liliana | RICHO, David | SHERMAN, Spencer |
| ONISHI, Lynnae | RIDLING, Curtis | SHIELDS, Susan |
| OTA, Marsha | ROBERTSON, Kaaren | SHIMABUKU, Maurice |
| PANG, Chao-Sun | ROBINSON, Gladys | SIEGEL, Barbara |
| PARODI-SWORDS, Gilda | ROBLES, Roderick | SILSBURY, Katherine |
| PASLEY, Abigail | ROCHA, Adalgisa | SILVA, Beatriz |
| PAULSON, Carolyn | ROCKETT, Edward | SIMON, Rebecca |
| PEAVYHOUSE, Thomas | RODRIGUEZ, David | SMITH, Douglas |
| PEREA DE LA CABADA, Rafael | ROMAN, Nancy | SMITH, Elizabeth |
| PEREZ, Rudolph | ROSEN, David | SOLIS SOTO, Maria |
| PETERSON, Michele | ROSENBLUM, Marsha | SOLTER, Aletha |
| PICKERING, Dorothy | ROTZ, Roland | SORGMAN, Ronald |
| PIERSKALLA, Betty | RYAN, Susan | SORKIN, Alicia |
| PINI, Deanna | SACHS, Barbara | SORROW, Rodger |
| PODDUBNAYA, Elena | SAENGER, Sally | SPADORO, Maria |
| PONCE, Araceli | SAFFOLD, Richard | SPANN, Lawrence |
| PRIMROSE, Zoe | SANCHEZ, Luis | SPIRKA, Fredda |
| QUIEL, Cathy | SATTLER, Jill | SPIRKA, Fredda |
| REBSTOCK, Suzanne | SAYERS, Bernard | STANLEY, Carl |
| REINECK, Janet | SCHEFTIC, Stephen | STAR, Lisa |
| | SCHERZ, Ann | STARK, Lynne |</p>
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<td>STEIN, Gabriele</td>
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<td>URIBE, Raul</td>
<td>WILSON, Carla</td>
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<td>WILSON, Signe</td>
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<td>VALENZUELA, Angelina</td>
<td>WISE, Kendra</td>
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<td>WAKITA, Takako</td>
<td>ZIMMERMAN, Siu</td>
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<td>TINKER, Katrina</td>
<td>WALSH, Michelle</td>
<td>ZITTEL, Herman</td>
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<tr>
<td>Name</td>
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<td>HAUSCHILD, Janet</td>
<td>Health Care Ancillaries (CNA)</td>
<td>Spring</td>
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AGENDA ITEM BACKGROUND

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<th>TO: BOARD OF TRUSTEES</th>
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<tr>
<td>FROM: PRESIDENT</td>
<td>March 28, 2013</td>
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<tr>
<td>SUBJECT: Human Resources: Actions Involving Experts/Volunteers</td>
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<td>ITEM NUMBER</td>
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<td>☑ INFORMATION ☑ REPORTS</td>
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<td>3 pages</td>
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BACKGROUND:

The attached transmits routine Human Resources actions regarding experts/volunteers.

RECOMMENDATION:

It is recommended the Board of Trustees approve the actions involving experts/volunteers as presented in the attached.

Administrator Initiating Item:
Patricia English, Vice President Human Resources
<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Rate (not to exceed)</th>
<th>Service Date(s)</th>
<th>Fund</th>
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<tbody>
<tr>
<td>COOK, Lisa</td>
<td>ESL retreat facilitator</td>
<td>$600</td>
<td>2/22/13</td>
<td>General</td>
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<tr>
<td>CORDERO, Margaret S</td>
<td>Workshops &amp; training for foster parent &amp; kinship parents</td>
<td>$600</td>
<td>4/1/13-6/30/13</td>
<td>Grant</td>
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<tr>
<td>CULLIFER, Bill</td>
<td>Plan, promote, produce Information Communications Technology (ICT) Round Table</td>
<td>$5,000</td>
<td>3/1/13-5/1/13</td>
<td>Grant</td>
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<tr>
<td>Eric Blum Productions</td>
<td>Digital editing of two courses of video lectures</td>
<td>$29,600</td>
<td>3/1/13-6/1/13</td>
<td>Grant</td>
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<tr>
<td>EVANS, Michael</td>
<td>Perform at graduation</td>
<td>$125</td>
<td>5/18/12</td>
<td>Auxiliary</td>
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<tr>
<td>KARIDIS, Harry</td>
<td>Enhancement to courses for Interactive Internet for Business Certificate</td>
<td>$10,000</td>
<td>2/15/13-6/1/13</td>
<td>Grant</td>
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<tr>
<td>KEARNY, Sandy</td>
<td>Research/design course modules, prepare lectures/course assignments</td>
<td>$40,000 increase from previously approved amount submitted 1/27/13</td>
<td>1/2/13-6/30/13</td>
<td>Grant</td>
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<tr>
<td>McELRATH, Richard</td>
<td>Create instructional packages for two courses</td>
<td>$24,825</td>
<td>3/1/13-6/1/13</td>
<td>Grant</td>
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<tr>
<td>RIORDAN, Dr. Minette</td>
<td>Conduct workshops &amp; training for foster/kinship parents and foster youth</td>
<td>$1,200</td>
<td>4/1/13-6/30/13</td>
<td>Grant</td>
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<tr>
<td>STENLUND, Stephanie</td>
<td>Proofread class schedules</td>
<td>$800</td>
<td>3/29/13-6/30/13</td>
<td>General</td>
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<tr>
<td>STERN, Stephen</td>
<td>Transcribe audio tapes</td>
<td>$3,000</td>
<td>3/1/13-6/1/13</td>
<td>Grant</td>
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<tr>
<td>SWANBERG, Luann R</td>
<td>Consult for the South Central Regional Consortium; convene/attend meetings</td>
<td>$2,000</td>
<td>3/15/13-6/30/13</td>
<td>Grant</td>
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</table>
## BOARD OF TRUSTEES
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

<table>
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<tr>
<th>Name</th>
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<th>Service Date(s)</th>
<th>Fund</th>
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<tr>
<td>Tableau Software</td>
<td>Tableau report development</td>
<td>$2,500</td>
<td>11/1/12-12/15/12</td>
<td>Grant</td>
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<td>Consultants</td>
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<tr>
<td>TIEMROTH-ZAVALA, Suzan</td>
<td>ESL retreat facilitator</td>
<td>$600</td>
<td>2/22/13</td>
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### EXPERTS (NON - CREDIT)

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<tr>
<th>Name</th>
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<th>Service Date(s)</th>
<th>Fund</th>
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<tbody>
<tr>
<td>HUNTER, Ray</td>
<td>Conduct watercolor workshops</td>
<td>$950</td>
<td>6/7/13 – 6/8/13</td>
<td>General</td>
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### VOLUNTEERS (CREDIT)

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<tr>
<th>Name</th>
<th>Assignment</th>
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</thead>
<tbody>
<tr>
<td>ARNOULT, Francis C</td>
<td>Field trip support staff</td>
<td>4/1/13-6/30/13</td>
<td>Earth &amp; Planetary Sciences &amp; Geography</td>
</tr>
<tr>
<td>CHATENEVER, Scott</td>
<td>Assist in the Ceramic Studio</td>
<td>2/15/13-5/22/13</td>
<td>Art</td>
</tr>
<tr>
<td>HYDE, Kriston</td>
<td>Library support</td>
<td>1/28/13-6/30/13</td>
<td>Library</td>
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<tr>
<td>MENDELSYN, Dr. Chuck</td>
<td>Conduct outreach to the community on specific allied health issues</td>
<td>3/29/13-6/30/13</td>
<td>President’s Office</td>
</tr>
<tr>
<td>NELSON, Zachary</td>
<td>Field trip support staff</td>
<td>4/1/13-6/30/13</td>
<td>Earth &amp; Planetary Sciences &amp; Geography</td>
</tr>
<tr>
<td>POWERS, Cynthia</td>
<td>Field trip support staff</td>
<td>4/1/13-6/30/13</td>
<td>Earth &amp; Planetary Sciences &amp; Geography</td>
</tr>
</tbody>
</table>

**CONCERT CHOIR VOLUNTEERS - 1/29/13-5/30/13**

- Bakker, Jo
- Beatty, Richard
- Bickel, Martha
- Brody, Jane
- Campbell, Darren
- Coulston, Katie
- Dewild, Astrid
- Enberg, Frida
- Etz, Candace
- Fargo, Sara
- Flis, Christy
- Furman, Katie
- Gantenbein, Steven
- Gill, Brooke
- Gorman, Krysta
- Gustafsson, Joel
- Harris, John
- Hollosy, Arleen
- Joelsson, Sarah
- Keough, Jeff
- Keough, Shaina

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Page 2 of 3
3/28/13
BOARD OF TRUSTEES  
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Keturah, Hannah  
Kortz, Jutta  
Langworthy, Mary Ann  
McGowan, Steve  
McGuire, Kathleen  
Mellenkamp, Wieke  
Neuenschwander, Karen  
Olson, Elina  
Omor, Juliette  
Pestell-Rickert, Susanne  
Phillips, Lois  
Porter, Joan  
Potmeyer, Shae Lael  
Ramirez Lasater, Karla  
Rocha, Victor  
Shaw, Anne  
Short, Sylvia  
Stanley, Irene  
Stark, Patricia Reilly  
Stark, Shane  
VanDerRaay, Brigitta  
Wass, Marjorie  
Yost, Chryss

**VOLUNTEERS (NON CREDIT)**

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Date</th>
<th>For</th>
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</thead>
<tbody>
<tr>
<td>APPLETON, Bryce</td>
<td>Assist in English as a Second Language class</td>
<td>4/1/13 –</td>
<td>B. Blakley</td>
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<tr>
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<td>6/30/13</td>
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<tr>
<td>BOWMAN, John</td>
<td>Assist in English as a Second Language class</td>
<td>4/1/13 –</td>
<td>B. Blakley</td>
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<td>6/30/13</td>
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<tr>
<td>BOWMAN, September</td>
<td>Assist in English as a Second Language class</td>
<td>4/1/13 –</td>
<td>B. Blakley</td>
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<td>6/30/13</td>
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<tr>
<td>DICKINSON, Rufus</td>
<td>Assist in English as a Second Language class</td>
<td>4/1/13 –</td>
<td>B. Blakley</td>
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<td>6/13/13</td>
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<tr>
<td>DeDOMINIC, Patty</td>
<td>Speaker in <em>Self Esteem: Seek It and Keep It (#202200) class</em></td>
<td>4/26/13</td>
<td>W. Young</td>
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<tr>
<td>GARFIAS, Isadora</td>
<td>Assist in Spanish 2 class</td>
<td>3/29/13 –</td>
<td>J. Bailey</td>
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<td>6/30/13</td>
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<td>HERNADI, Virginia</td>
<td>Assist in English as a Second Language class</td>
<td>3/29/13 –</td>
<td>B. Blakley</td>
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<tr>
<td>JAMES, Kenny</td>
<td>Assist in English as a Second Language class</td>
<td>3/29/13 –</td>
<td>J. Oetken</td>
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<td>6/30/13</td>
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<tr>
<td>SAKERIS, John</td>
<td>Assist in English as a Second Language class</td>
<td>4/1/13 –</td>
<td>B. Blakley</td>
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<td>6/13/13</td>
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<td>WOOD, Stephen</td>
<td>Speaker in <em>Financial Fitness for Baby Boomers (#504157) class</em></td>
<td>4/17/13</td>
<td>M. Strong</td>
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Item 4.1-c  
Page 3 of 3  
3/28/13
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Human Resources: Actions Involving Temporary Short-Term and Student Personnel

<table>
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<td>□ INFORMATION □ REPORTS</td>
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DATE
March 28, 2013

ATTACHMENT(S)
5 pages

BACKGROUND:

The attached transmits routine Human Resources actions regarding temporary, short-term and student personnel. Short-term, non-continuing personnel require Board approval, pursuant to Assembly Bill 500 and its revisions to Education Code 88003.

All short-term and student personnel appointments are limited to 19.5 hours per week and 175 days per year.

RECOMMENDATION:

It is recommended the Board of Trustees approve the actions involving temporary, short-term and student personnel presented in the attached.

Administrator Initiating Item:
Patricia English, Vice President Human Resources
# HUMAN RESOURCES: ACTIONS INVOLVING TEMPORARY PERSONNEL

## SHORT-TERM PERSONNEL (CREDIT)

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<tr>
<th>Name</th>
<th>Department/Level</th>
<th>Dates</th>
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<tr>
<td>ANGEL RAMOS, Ma Esther</td>
<td>Food Services, HS I</td>
<td>3/11/13-6/30/13</td>
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<tr>
<td>COMPTON, Benjamin</td>
<td>Bookstore, Buyer</td>
<td>3/18/13-3/28/13</td>
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<tr>
<td>D’ALFONSO, Danielle</td>
<td>Earth Science, HS V</td>
<td>5/11/13-6/30/13</td>
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<tr>
<td>DING, Yi</td>
<td>Tutorial/Chinese, HS I</td>
<td>1/28/13-6/30/13</td>
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<tr>
<td>FARRELL, Sean</td>
<td>Tutorial/Accounting, HS V</td>
<td>1/28/13-6/30/13</td>
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<tr>
<td>GALLARDO, Jesus</td>
<td>Gateway/ESL, HS VI</td>
<td>1/28/13-6/30/13</td>
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<td>GUERERRO, Ana</td>
<td>Gateway/English, HS VI</td>
<td>2/11/13-6/30/13</td>
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<td>HENDRICKS, Anita</td>
<td>Art, HS VI</td>
<td>3/4/13-6/30/13</td>
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<tr>
<td>HOCHSTETLER, Mary</td>
<td>DSPS, HS III</td>
<td>3/19/13-6/30/13</td>
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<td>JANNUSH, Caroline</td>
<td>Food Services, HS III</td>
<td>2/11/13-6/30/13</td>
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<td>JOHNSON, Alayna</td>
<td>Photography, HS III</td>
<td>3/1/13-6/30/13</td>
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<td>JOHNSON, Mindy</td>
<td>Purchasing, HS V</td>
<td>3/39/13-6/30/13</td>
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<td>LOPEZ, Estela</td>
<td>Payroll, Payroll Coordinator</td>
<td>3/15/13-3/28/13</td>
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<td>MARTIN DEL CAMPO, Arturo</td>
<td>Photography, HS IV</td>
<td>2/21/13-6/30/13</td>
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<td>MARTINEZ, Jack</td>
<td>EMT, EMT LTA</td>
<td>1/28/13-6/30/13</td>
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<td>MEZA ROMAN, Mariluz</td>
<td>Admissions &amp; Records, HS III</td>
<td>2/27/13-6/30/13</td>
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<td>MILLER, Heidi</td>
<td>Center for Sustainability, HS VI</td>
<td>2/7/13-6/30/13</td>
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<td>MORAGA, Cameron</td>
<td>Photography, HS III</td>
<td>2/18/13-6/30/13</td>
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<td>NAPZOK, Katie</td>
<td>Art, HS VI</td>
<td>2/18/13-6/30/13</td>
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BOARD OF TRUSTEES  
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

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<td>RAMIREZ, Pedro</td>
<td>Food Services</td>
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<td>HS I</td>
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<td>REINECK, Jeremy</td>
<td>Gateway/ESL</td>
<td>1/28/13-6/30/13</td>
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<td>HS V</td>
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AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Educational Programs: Actions Involving Stipends for Faculty

DATE
March 28, 2013

ATTACHMENT(S)
4 pages

REASON FOR BOARD CONSIDERATION
☐ ACTION ☒ CONSENT ☐ FIRST READING
☐ INFORMATION ☐ REPORTS

ITEM NUMBER
5.1

BACKGROUND:
The attached list contains routine actions regarding stipends for credit and non-credit faculty.

RECOMMENDATION:
It is recommended the Board of Trustees approve the actions involving stipends presented in the attached.

Administrator Initiating Item:
Jack Friedlander, Executive Vice President, Educational Programs
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Item 5.1
Page 4 of 4
3/28/13
AGENDA ITEM BACKGROUND

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<td>March 28, 2013</td>
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<tr>
<td>SUBJECT: New Courses and Course Modifications</td>
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**BACKGROUND:**

The Curriculum Advisory Committee (CAC) reviews all Course Outlines of Record, certificate and degree programs and proposed modification and changes to ensure that they comply with college, state, and accreditation requirements. All CAC approved courses have been reviewed and approved by the department chair and area dean. The attached curriculum changes were approved by CAC on March 4, 2013.

**RECOMMENDATION:**

It is recommended the Board of Trustees approve the recommendations of the Curriculum Advisory Committee.

**Administrator Initiating Item:**

Jack Friedlander, Executive Vice President, Educational Programs
March, 2013

To: SBCC Board of Trustees
From: Curriculum Advisory Committee

At the March 4, 2013 meeting the Curriculum Advisory Committee approved the following:

**NEW COURSE PROPOSALS**
AUTO101A Introduction to Auto Mechanics
AUTO101B Introduction to Auto Mechanics
AUTO110A Fundamentals of Auto Servicing
AUTO110B Fundamentals of Auto Servicing
CIS225 Citrix XenApp Administration
CIS226 Citrix XenDesktop Administration
COMP185A MS Word I version 2010
COMP185B MS Word II version 2010
COMP185C MS Word III version 2010
COMP203A MS Excel I, version 2010
COMP203B MS Excel II, version 2010
COMP203C MS Excel III, version 2010
COMP230A MS Access I, version 2010
COMP230B Access II version 2010: Tables/Queries
COMP230C MS Access III version 2010: Forms/Reports
CS114 Python Programming
CS132 Digital Logic Design
CS189 Programming Practicum
CT132 Lighting Systems
CT133 Motors, Motor Controllers, and Process Controllers
CT134 Transformers
ERTH231A Field Study - Mineralogy and Mineral Resources of the Eastern Sierra Nevada
ERTH231B Field Study - Energy Resources of the Eastern Sierra Nevada
JOUR122B The Channels: Editing and Publishing
JOUR123B The Channels: Publication Design
JOUR215C The Channels: Publication Manager
JOUR215B The Channels: Publication Editor
JOUR221 The Channels: Digital Media Reporting
JOUR215C The Channels: Publication Manager
MATH199 A Workshop for Precalculus I
MATH199 B Workshop for Precalculus II
MATH199 C Workshop for Calculus I
MATH199 D Workshop for Calculus II
PE176B Intermediate Fitness Yoga
PHYS121W Workshop For Physics 121
PHYS122W Workshop For Physics 122
PHYS123W Workshop For Physics 123
TA145A Stage Electrician
TA146A Theatrical Stage Carpentry Deck Crew
TA149A Production Assistant
TA150A Audio Technician in Production
TA155A Costume Dresser in Production
TA156A Production Make-up Assistant

TA256A Contemporary Comedy in Performance
TA256B Contemporary Comedy in Performance
TA256C Contemporary Comedy in Performance
TA256D Contemporary Comedy in Performance
TA262A Modern American Drama in Performance
TA262B Modern American Drama in Performance
TA262C Modern American Drama in Performance
TA262D Modern American Drama in Performance

MODIFIED COURSE PROPOSALS
ART132 Fundamentals Of Painting
ART134 Theory and Application in Painting
ART195 Printmaking, Theory and Application
AUTO101 Introduction To Auto Mechanics
AUTO110 Fundamentals Of Automotive Servicing
AUTO111 Engine Rebuilding
AUTO112 Brakes, Suspension And Steering
AUTO113 Automotive Fuel And Air Conditioning Systems
AUTO114 Automotive Power Train
AUTO115 Automotive Electricity
AUTO116 Engine Performance
CIS133A Visual Basic For Appl: Word
CIS133B Visual Basic For Appl: Excel
CIS133C Visual Basic For Appl: Access
CIS218 MS Windows Desktop Sys Admin
CIS237 Advanced SQL Programming
CIS238 Data Warehousing
CIS245 IT Project Management
CIS252 MySQL Design and Programming
CNEE101 Introduction To Computer Network Technology
CNEE102 Fundamentals of PC Support
CNEE106 Telecommunications And WAN
CNEE110 Networking Essentials
CNEE112 Advanced Computer Support: A+ Practical Applications
CNEE120 Fundamentals Of Network Security
CNEE125 CCNA I: Introduction To Networking And Routers
CNEE126 CCNA II: Switching and WAN
CNEE135 Ccnp 1: Advanced Routing
CNEE136 Ccnp 2: Remote-Access Networks
CNEE137 Ccnp 3: Multi-Layer Switching
CNEE138 Ccnp 4: Network Troubleshooting
CNEE146 Firewalls and VPNs
CNEE175 Cisco Network Associate Review
CNEE206 MS Windows Network Infrastructure
CNEE219 Advanced Automotive Electronics
CNEE295 Internship In Computer Network Engineering And Electronics

COMP101 Introduction to Computer Applications
COMP102 Introduction to Digital Literacy I
COMP107 Microsoft Word
COMP108 Microsoft Word: New Features
COMP109 Microsoft Excel
COMP110 Microsoft Excel: New Features
COMP111 Microsoft Access
COMP112 Microsoft Powerpoint
COMP113A Introduction to Microsoft PowerPoint
COMP113B Advanced Microsoft Powerpoint
COMP113Z MS PowerPoint: New Features
COMP114 Introduction To Outlook
COMP122 Intro to Digital Arts Center
COMP123 Introduction To Microsoft Word
COMP124A Microsoft Excel: Basic
COMP127A Microsoft Project: Basic
COMP129A Searching The Web
COMP129B Searching The Web
COMP132A Word I
COMP132B Word II
COMP132C Word III
COMP133A Visual Basic for Applications: Word
COMP133B Visual Basic for Applications: Excel
COMP133C Visual Basic for Applications: Access
COMP134A Excel I
COMP134B Excel II
COMP134C Excel III
COMP135A Access I
COMP135B Access II: Tables/Queries
COMP135C Access III: Forms/Reports
COMP135Z MS Access: New Features
COMP136A Powerpoint I
COMP137A Introduction To MS Publisher
COMP137B Informational Graphics for the Web
COMP138A Introduction To Visio
COMP139 Social Networking for Business
COMP140 ESL With The Internet
COMP141 Keyboarding For ESL Students
COMP142 Internet Communication For ESL
COMP143 Using Your iPhone
COMP144A Google World
COMP144B Google World
COMP148A Tablet PCs & MS OneNote
COMP148B Handheld Computers
COMP148C Podcasting & Digital Dictation

COMP148D Voice Recognition
COMP148E Productivity Tools: Free/open-source/web-based tools
COMP150 Voice Recognition
COMP151A Basic Computer Keyboarding
COMP151AB Beginning Computer Keyboarding
COMP153 Review Computer Keyboarding
COMP155 Keyboarding Skill Development I
COMP156 Keyboarding Skill Development II
COMP158 Computer Keyboarding Skills
COMP163 Receptionist Skills
COMP170 Introduction To Great Plains
COMP200 Career Horticulture&Computers
COMP202 Integrating Ms Office Suite
COMP211 A-Z Advanced Topics in Microsoft Word
COMP211A Word: Page Layout with Tables
COMP211B Mail Merge: Personalize Form Letters
COMP211C Long docs: Styles, TOC, Page Setup
COMP211D Long docs Adv-Graphics, Numbers, Xrefs
COMP211E Word Graphics
COMP211F Word Productivity Shortcuts
COMP212A Excel: Power Formulas and Functions
COMP212B Excel-Analyze w/Charts & Graphs
DRFT101 Basic Drafting
DRFT120 Architectural Drafting I
DRFT121 Architectural Drafting II
DRFT124 Architectural Rendering I
DRFT125 Architectural Rendering II
DRFT126 Landscape Drafting I
DRFT127 Landscape Drafting II
DRFT129 Principles Of Residential Construction
DRFT130 Computer-Assisted Drafting And Design I
DRFT131 Computer-Assisted Drafting And Design II
DRFT132 Computer-Assisted Drafting And Design III
ENVS115 Environmental Geology
HE101 Personal Health Awareness
HE102 Personal Health for Women
HE110 Sports Nutrition
HE213 Concepts in Health and Physical Fitness
HE220 Fundamentals Of Exercise Testing And Fitness Instruction
JOUR121 The Channels: Reporting/Writing
JOUR122A The Channels: Newswriting & Editing
JOUR123A The Channels: Photojournalism
JOUR215A The Channels: Section Editor
MAT136 Computer Animation I
MAT137 Visual Effects for Film, Television and Gaming

MAT155 Web Design III: Advanced
MATH117 Elementary Statistics
MATH117H Elementary Statistics, Honors
MDT101 Information and Introduction to Marine Diving Technology
MDT104 Fundamentals and Practices of Diving
MDT105 Advanced Scuba Techniques
MDT106 Open Water Navigation And Rescue
MDT107 Hyperbaric Chamber Operations
MDT108 Rigging
MDT109 Seamanship and Small Boat Handling
MDT111 First Aid For The Diving Professional
MDT112 Introduction to Marine Welding
MDT140 Principles Of Surface-Supplied Diving
MDT141 Commercial Diving Equipment
MDT142 Surface-Supplied Ocean Diving
MDT143 Mixed Gas Diving
MDT145 Principles Of Underwater Cutting And Welding
MDT146 Advanced Underwater Cutting And Welding
MDT147 Ocean Structures
MDT148 Hydraulics I
MDT152 Underwater Tools And Inspection
MDT154 Bell And Saturation Diving Procedures
MDT179 Nitrox Diving
MDT190 Assessment And Development Of Diving Competence
PD004 Personal Awareness Group
PD025 Orientation To EOPS/CARE
PD107 Success Strategies For The Single Parent Student
PD120 Peer Education/Lifestyle Choices
PD149A Academic Planning
PE101A Beginning Badminton
PE101B Intermediate Badminton
PE103A Beginning Golf
PE103B Intermediate Golf
PE106A Beginning Spinning For Fitness
PE106B Intermediate Spinning for Fitness
PE109A Beginning Tennis
PE109B Intermediate Tennis
PE109C Advanced Tennis
PE110 Advanced Baseball Techniques and Conditioning
PE111 Coastal Fishing
PE112 Body Conditioning Boot Camp
PE120A Beginning Baseball
PE120B Intermediate Baseball
PE120C Advanced Baseball
PE121A Beginning Basketball
PE121B Intermediate Basketball
PE121C Advanced Basketball
PE122A Beginning Flag Football

PE122B Intermediate Flag Football
PE122C Advanced Flag Football
PE123A Beginning Track And Field
PE123B Intermediate Track And Field
PE123C Advanced Track And Field
PE124A Beginning Soccer
PE124B Intermediate Soccer
PE125A Beginning Softball
PE125B Intermediate Softball
PE125C Advanced Softball
PE126A Beginning Beach Volleyball
PE126B Intermediate Beach Volleyball
PE126C Advanced Beach Volleyball
PE127A Beginning Volleyball
PE127B Intermediate Volleyball
PE127C Advanced Volleyball
PE128 Advanced Football Technique
PE129 Ultimate Frisbee
PE132A Beginning Swimming
PE132B Intermediate Swimming
PE132C Advanced Swimming
PE133 Ocean Kayaking
PE134 Swimming For Conditioning
PE137 Beginning Surfing
PE138A Beginning Cardio Boxing
PE138B Intermediate Cardio Boxing
PE138C Advanced Cardio Boxing
PE139 Pilates Mat Fitness
PE143A LF-Integrated Training for Fitness
PE144A Beginning Weight Training
PE144B Intermediate Weight Training
PE144C Advanced Weight Training
PE146 Stretching And Relaxation
PE147A Conditioning for Intercollegiate Athletes
PE147B Conditioning for Intercollegiate Athletes
PE147C Conditioning for Intercollegiate Athletes
PE147D Conditioning for Intercollegiate Athletes
PE148A Beginning Walking/Jogging for Fitness
PE148B Intermediate Walking/Jogging for Fitness
PE149 Life Fitness
PE150A Beginning Ballet
PE150B Intermediate Ballet
PE150C Advanced Ballet
PE151A Beginning Jazz Dance
PE151B Intermediate Jazz Dance
PE151C Advanced Jazz Dance
PE152A Beginning Modern Dance Technique
PE152B Intermediate Modern Dance Technique
PE152C Advanced Modern Dance Technique
PE153 Dance Concert
PE156 Beginning Social Ballroom Dance
PE157 Advanced Football Conditioning And Techniques
PE162A Beginning Karate
PE162B Intermediate Karate
PE163 Beginning Self-Defense
PE164 Self-Defense for Women
PE166 Life Fitness – Strength Training
PE167 Exploration of Dance
PE168 Women's Fitness And Weight Training
PE169 LF-Weight Training for Power
PE176A Fitness Yoga
PE177 Life Fitness—Weight Management
PE179 Life Fitness – Super Circuit Training
PE180A Intercollegiate Baseball - Men
PE180B Intercollegiate Baseball - Men
PE180C Intercollegiate Baseball - Men
PE181A Intercollegiate Basketball – Women
PE181B Intercollegiate Basketball – Women
PE181C Intercollegiate Basketball - Women
PE182A Intercollegiate Basketball-Men
PE182B Intercollegiate Basketball-Men
PE182C Intercollegiate Basketball-Men
PE183A Intercollegiate Cross Country for Women and Men
PE183B Intercollegiate Cross Country for Women and Men
PE183C Intercollegiate Cross Country for Women and Men
PE184A Intercollegiate Football - Men
PE184B Intercollegiate Football - Men
PE184C Intercollegiate Football - Men
PE185A Intercollegiate Golf
PE185B Intercollegiate Golf
PE185C Intercollegiate Golf
PE186A Intercollegiate Tennis - Women
PE186B Intercollegiate Tennis - Women
PE186C Intercollegiate Tennis - Women
PE187A Intercollegiate Tennis - Men
PE187B Intercollegiate Tennis - Men
PE187C Intercollegiate Tennis - Men
PE188A Intercollegiate Track And Field - Women
PE188B Intercollegiate Track and Field for Women
PE188C Intercollegiate Track and Field for Women
PE189A Intercollegiate Track And Field - Men
PE189B Intercollegiate Track and Field for Men
PE189C Intercollegiate Track and Field for Men
PE190A Intercollegiate Volleyball – Women
PE190B Intercollegiate Volleyball – Women
PE190C Intercollegiate Volleyball – Women
PE191A Intercollegiate Volleyball – Men
PE191B Intercollegiate Volleyball – Men
PE191C Intercollegiate Volleyball – Men
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PE192B Intercollegiate Soccer - Women
PE192C Intercollegiate Soccer - Women
PE193A Intercollegiate Soccer - Men
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PE194B Intercollegiate Softball-Women
PE195 Life Fitness–Functional Fitness Training
PE196 Myofascial Release Techniques in Exercise
PE199A Intercollegiate Cheer/Dance
PE199B Intercollegiate Cheer/Dance Team
PE199C Intercollegiate Cheer/Dance Team
PE200 Introduction To Kinesiology
PE201 Coaching Youth Football
PE215 Coaching Youth Softball
PE216 Competition, Motivation And The Athlete
PE217 Movement Education In The Elementary School
PE218 Introduction To Coaching/Teaching
PE219A Beginning Water Polo
PE219B Intermediate/Advanced Water Polo
PE220 Ocean Swimming
PE221 Adv. Soccer Techniques: Women
PE222 Adv. Soccer Techniques: Men
PE223 Coaching Youth Soccer
PE224 Triathlon
PE226 Running for Conditioning
PE227 Hiking for Fitness
PE228 Sport Video Technology
PE229 Adapted Physical Education
PE250 Survey and Appreciation of Dance History
PE252 Fundamentals of Choreography
PE253 Experimental Filmmaking and Dance
PE260 Dance Improvisation
PE290 Experiential Learning
PE295 Internship in Physical Education/Health Education
REC215 Outdoor Education
RT191 Radiographic Technology Clinical Practicum I
RT192 Radiographic Technology Clinical Practicum 2
RT293 Radiographic Technology Clinical Practicum 3
RT295 Radiographic Technology Clinical Practicum 5
VN137 Basic Medical-Surgical Nursing Lab
VN140 Maternal And Child Nursing Lab

PLUS HOUR CHANGES
MAT105 Survey Of Multimedia Tools
MAT107 Digital Art Tools & Techniques
MAT109 Informational Graphics for the Web
MAT113 Dreamweaver
MAT116 Flash I: Interactive Fundamentals
MAT121 Computer Interface Design
MAT131 Digital Imaging I
MAT132 Digital Imaging II

MAT138 3-D Character Animation
MAT139 3-D Lighting And Rendering
MAT141 3-D Modeling
MAT145 Video Game Design
MAT153 Web Design I  
MAT154 Web Design II: Integration  
MAT164 Online and Mobile Marketing  
MAT167 3D Environments Design  
MAT168 Serious Game Prototyping  
MAT183 Radio Production I  
MAT205 Portfolio Development And Professional Practices  
MAT216 Flash II, Interactive story-telling and simple games  
MAT290 Work Experience In Multimedia  

REMOVE PLUS HOURS  
COMP118 Visual Basic for Applications Programming
# Agenda Item Background

<table>
<thead>
<tr>
<th>TO: BOARD OF TRUSTEES</th>
<th>DATE</th>
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</thead>
<tbody>
<tr>
<td>FROM: PRESIDENT</td>
<td>March 28, 2013</td>
</tr>
<tr>
<td>SUBJECT: Continuing Education: State Funded Courses and Certificates</td>
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<tr>
<td>REASON FOR BOARD CONSIDERATION</td>
<td>ATTACHMENT(S)</td>
</tr>
<tr>
<td>☒ ACTION ☐ CONSENT ☐ FIRST READINGS</td>
<td>1 page</td>
</tr>
<tr>
<td>☐ INFORMATION ☐ REPORTS</td>
<td>ITEM NUMBER 5.3</td>
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## Background:

The attached list of course modifications was approved by the Curriculum Review Committee (CRC) at its June 5, 2012 meeting and by the Curriculum Advisory Committee (CAC) at its March 5, 2013 meeting to ensure that these state-supported non-credit classes are in compliance with state requirements.

## Recommendation:

It is recommended that Board of Trustees approve the new courses and certificates presented in the attached.

**Administrator Initiating Item:**

Jack Friedlander, Executive Vice President Educational Programs
PROPOSED CONTINUING EDUCATION COURSE MODIFICATIONS
PROPOSED STATE FUNDED COURSES AND CERTIFICATES FOR APPROVAL

NEW COURSES
Approved by Curriculum Review Committee (CRC), June 5, 2012
Approved by Curriculum Advisory Committee (CAC), March 5, 2013

English as a Second Language (ESL) – A
(following proposed courses will be a part of a certificate listed below)
801205 Vocational English for Food Services Employment, Module A
801206 Vocational English for Food Services Employment, Module B
801207 Vocational English for Construction Employment, Module A
801208 Vocational English for Construction Employment, Module B
801209 Vocational English for Housekeeping Employment, Module A
801210 Vocational English for Housekeeping Employment, Module B

NEW CERTIFICATES
Approved by Curriculum Review Committee (CRC), June 5, 2012
Approved by Curriculum Advisory Committee (CAC), March 5, 2013

VESL Food Services Employment Certificate of Completion
(courses required)
801205 Vocational English for Food Services Employment, Module A
801206 Vocational English for Food Services Employment, Module B

VESL Construction Employment Certificate of Completion
(courses required)
801207 Vocational English for Construction Employment, Module A
801208 Vocational English for Construction Employment, Module B

VESL Housekeeping Employment Certificate of Completion
(courses required)
801209 Vocational English for Housekeeping Employment, Module A
801210 Vocational English for Housekeeping Employment, Module B

Key to funding codes
Courses coded with letters 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
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Continuing Education: Tuition Fee-Based Offerings

REASON FOR BOARD CONSIDERATION
☑ ACTION ☐ CONSENT ☐ FIRST READING ☐ INFORMATION ☐ REPORTS

ITEM NUMBER

DATE
March 28, 2013

ATTACHMENT(S)
1 page

BACKGROUND:

Attached is a listing of new Continuing Education (CE) fee-based classes and associated fees. When a new fee-based class is proposed, it is reviewed by the appropriate director and the dean in terms of content, alignment with existing curriculum, and outcomes. The class is then put forward to the other directors for additional comment and finally submitted to the Board of Trustees for consideration. This process serves to ensure the college’s quality and standards are upheld while providing for a responsive system to integrate emerging topics of interest into the CE offerings.

RECOMMENDATION:

It is recommended that Board of Trustees approve the new offerings courses presented in the attached.

Administrator Initiating Item:
Bonita M. Schaffner, Dean, Continuing Education Division

Approved by:
Jack Friedlander, Executive Vice President, Educational Programs
CONTINUING EDUCATION
TUITION FEE-BASED COURSES (COMMUNITY SERVICE)

NEW COURSES
(Instructor Initiated – all course outlines of record (COR) reviewed and approved by Dean, CE Directors and CLL Executive Director)

Health and Safety
608682 Stress Break and Basic Massage - $45 to $75
608683 Natural Medicine using Herbs and Food - $12 to $75
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Ratification of Purchase Orders

DATE March 28, 2013
ATTACHMENT(S) 2 pages

REASON FOR BOARD CONSIDERATION
☐ ACTION ☒ CONSENT ☐ FIRST READING
☐ INFORMATION ☐ REPORTS

ITEM NUMBER 6.1-a

BACKGROUND:

The attached board report includes campus-wide purchase orders processed from 2/11/13–3/12/13.

RECOMMENDATION:

It is recommended the Board of Trustees acknowledge receipt of the attached Purchase Order Report.

Administrator Initiating Item: Robert Morales, Director - Purchasing

Approved by: Joseph E. Sullivan, Vice President Business Services
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</table>
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Register of Warrants

DATE
MARCH 28, 2013
ATTACHMENT(S)
None

REASON FOR BOARD CONSIDERATION
☐ ACTION ☑ CONSENT ☐ FIRST READING
☐ INFORMATION ☐ REPORTS
ITEM NUMBER
6.1-b

BACKGROUND:

Pursuant to Education Code §85231, the following warrants and Automated Clearing House is submitted for Board ratification:

MONTH OF FEBRUARY 2013

RATIFICATION OF PAYMENTS AS SUMMARIZED BELOW
A Detailed report may be viewed in the Accounting Office A-130

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<td>TOTAL</td>
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<td>$8,564,063.40</td>
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</table>

*This includes the Automated Clearing House payments, otherwise known as direct deposit payments.

RECOMMENDATION:

It is recommended the Board of Trustees ratify the warrants and direct deposits stated above in the amount of $ 8,564,063.40.

Administrator Initiating Item: Lucinda Young, Interim Controller

Approved by: Joseph E. Sullivan, Vice President Business Service
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Notice of Surplus

DATE
March 28, 2013

ATTACHMENT(S)
None

REASON FOR BOARD CONSIDERATION
☐ ACTION ☒ CONSENT ☐ FIRST READING
☐ INFORMATION ☐ REPORTS

ITEM NUMBER
6.1-c

BACKGROUND:

The Life Cycle statue located in front of the Security Office building on the West Campus was approved for surplus in April of 2009 by both the Arts Advisory Committee represented by Ed Inks and the Facilities Committee. The surplus of this item has yet to be completed due to unsuccessful attempts made to contact the artist for return of the piece during this time period. It is recommended the Board acknowledge and approve surplus of this statute.

RECOMMENDATION:

It is recommended the Board of Trustees acknowledge the surplus of the Life Cycle statue.

Administrator Initiating Item: Edward Inks, Art Department

Approved by: Joseph Sullivan, Vice President, Business Services
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Memorandum of Understanding, Santa Barbara Jaycees 2013 Easter Relays Meet

<table>
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<tr>
<th>REASON FOR BOARD CONSIDERATION</th>
<th>ITEM NUMBER</th>
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<tr>
<td>☒ ACTION ☒ CONSENT ☒ FIRST READING ☐ INFORMATION ☐ REPORTS</td>
<td>6.1-d</td>
</tr>
</tbody>
</table>

DATE
March 28, 2013

ATTACHMENT(S)

BACKGROUND:

The Santa Barbara Jaycees and Santa Barbara City College share a joint sponsorship of the Easter Relays Meet to be held at La Playa Stadium. Retroactive approval is requested for the Meet held on March 15 and March 23, 2013, with a rain date of April 21, 2013. Additional dates include April 14, 2013. The Jaycees will provide their own staffing for the meet whereas SBCC will supply technical assistance, equipment, furnished locker room, track and field facilities and overall supervision and management of the track meet and compliance. SBCC will additionally be the vendor for all products and refreshments sold at the Meet, aside from the three noted vending booths operated by the Jaycees. Profits are placed in a reserve fund savings account under joint control of both parties, with a scholarship account committed to the award of student athletes as determined by the Easter Relay Games Committee. This Memorandum of Understanding is effective through May 17, 2013.

RECOMMENDATION:
It is recommended the Board of Trustees approve the Santa Barbara Jaycees 2013 Easter Relays Meet Memorandum of Understanding.

Administrator Initiating Item: Ryan Byrne, Director - Athletics

Approved by: Joseph E. Sullivan, Vice President Business Services
SANTA BARBARA EASTER RELAYS

Memo of Understanding for 2013

WHEREAS, THE SANTA BARBARA JAYCEES, a California non-profit corporation, hereinafter referred to as "Jaycees," and the SANTA BARBARA COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District," have in the past co-sponsored a track meet commonly known as the "SANTA BARBARA EASTER RELAYS," hereinafter referred to as "Relays," at La Playa Stadium, Santa Barbara, California; and

WHEREAS, the Jaycees and the District desire to continue a joint sponsorship of said Relays and conduct the Meet at La Playa Stadium, Santa Barbara City College, Santa Barbara, California; and

WHEREAS, the Jaycees are in a position to supply needed manpower and good will within the City of Santa Barbara; and

WHEREAS, the District is in a position to supply technical assistance, equipment and overall supervision of the track meet and to furnish locker room and track and field facilities;

NOW, THEREFORE, the District and the Jaycees agree as follows;

1. During the effective period of this Agreement, the parties hereto will jointly sponsor the Relays to be held at the La Playa Stadium, Santa Barbara City College, Santa Barbara, California, on April 14th, 2013 (Youth meet), March 15th, 2013 (College meet), and March 23rd, 2013 (High School Meet). Rain date, if needed, will be Sunday, April 21, 2013. Dates for the 2014 event will be requested, using a facility use permit, no later than December 1, 2013.

2. This Agreement is effective until May 17, 2013, but may be cancelled by either party hereto without liability or offset to the other upon six (6) months' notice in writing to the other party hereto.

3. Each party hereto will be entitled to equal representation upon the Santa Barbara Easter Relays Games Committee. This Committee shall plan, promote, arrange, and stage the Relays and be in direct control of all facets thereof. In order to facilitate continuity, the terms of each appointee to said Games Committee shall terminate May 17, 2013.

4. Net Profits, as hereinafter defined, from the Relays, if any, shall be places in a reserve fund savings account under the joint control of the parties hereto and carried in the name of "Santa Barbara Easter Relays Reserve Fund." Said Reserve Fund shall be held to provide advance expense money for the Relays and to reimburse parties hereto for any losses suffered by them as a result of the liabilities assumed by this Agreement. Notwithstanding the foregoing, however, said Reserve Fund shall never exceed in amount at any time the sum of fifteen thousand dollars ($15,000), and any excess over said sum shall forthwith be divided equally among the Jaycees and the District.
In addition to those funds held in the Reserve Fund account, there shall be an additional account established under the joint control of the parties hereto, designated the “Santa Barbara Easter Relays Scholarship Account,” into which shall be deposited all funds committed to the award of scholarships to deserving students athletes, which funds shall not be commingled with nor in any way included in the Reserve Fund account, and which shall be used as necessary to pay out scholarships as determined by the Committee.

5. For the purpose of this Agreement, “net profits” shall be defined as follows: Total gross receipts obtained either directly or indirectly from the holding of said Relays, including, but not by way of limitation, entry fees, all gate receipts, reserved seats sales, grandstand sales, and program sales or commissions, less all actual expenses of holding said Relays, including all Federal, State, and local taxes, if any, and funds set aside to fulfill scholarship commitments to student athletes. The “actual expenses” shall include such items of expense as shall be determined by the Finance Committee. This Committee shall be composed of one representative from each party hereto and a third member mutually acceptable to both parties.

This Committee shall also terminate its authority on May 17, 2013. The above-noted expenses shall be submitted to this Committee no more than thirty (30) days after the date of the Relays.

6. It is hereby agreed that, in the event the said Relays fail to make a net profit as hereinabove defined, the losses shall first be paid from the aforementioned Reserve Fund, if any. To the extent said Reserve Fund is unable to cover said losses, the parties hereto agree to share said losses equally.

7. All funds collected in conjunction with staging of the Relays shall be deposited in the Santa Barbara Easter Relays account in a bank selected by the Games Committee within one (1) week after each annual Relays. All expenses from each Relays shall be paid from said account to the extent thereof as approved by the Finance Committee, provided, however, that each check drawn upon said account shall bear at least two signatures, one of which is that of a Jaycee representative and one of a District representative. In addition, no representative and/or agent of either party hereto shall in any way obligate or otherwise incur an indebtedness exceeding one hundred dollars ($100) without the prior approval of the Finance Committee.

8. It is specifically noted that “District” will be the sole vendor of all food and beverage products sold at the Easter Relays. “District” will have sole responsibility for establishing menu offerings and product prices. All profits and losses from such vending will be the sole property of “District.” For the 2013 Event, it is noted that “District” will permit “Jaycees” to operate three additional vending areas - one for ice cream, one for relays commemorative T-shirts, and one for beverages - at locations designated by “Jaycees.” Any profits or losses from these three additional vending areas will be the sole property of “Jaycees.”

9. The District agrees as follows:
a. To be responsible for all supervision and management of the Santa Barbara Easter Relays and insure that the Meet complies with the rules and regulations of the California Commission on Athletics, California Interscholastic Federation (CIF), National Collegiate Athletic Association (NCAA) and USA Track & Field (USATF).

b. To take reasonable steps to see that sufficient entries are obtained to hold a reasonable Relays.

c. To arrange for all personnel actually necessary to handle specific races, including, but not limited to, starters, timers, judges and officials.

d. To be responsible for pre-Relay and Relays day planning and functions.

e. To secure a broad form, comprehensive coverage policy of public liability insurance (combined single limit bodily injury and property damage insurance) naming the District and Jaycees as insured against loss or liability caused by or connected with the Relays in an amount of not less than one million dollars ($1,000,000) per occurrence.

f. Provide locker room and track and field facilities.

10. The Jaycees agree as follows:

a. To supply such labor as may be necessary for the ticket sellers and ticket takers.

b. To provide manpower for use by the Games Committee for promotion of the Relays.

c. To secure a broad form, comprehensive coverage policy of public liability insurance (combined single limited bodily injury and property damage insurance) naming the District and Jaycees and the Santa Barbara Easter Relays, Games Committee, as insured against loss or liability caused by or connected with the operation of the Meet and the actions or failures to act in connection with the Meet in an amount not less than one million dollars ($1,000,000) per occurrence.

11. In addition to the duties of the Games Committee set forth in Paragraph 3 herein above, the Games Committee shall be responsible for submitting proper accounts to the parties hereto concerning the profits and/or losses of each Relay within forty-five (45) days of the staging thereof.

12. Should any party hereto terminate the within Agreement prior to the first day of May 2013, said terminating party will automatically relinquish any claim it has to funds then deposited in the Reserve Account, and the said Reserve Account will become the sole property of the non-terminating party provided, however, that if said non-terminating party does not, either individually or in conjunction with a co-sponsoring individual, association, or corporation, stage a Santa Barbara Relays within twelve (12) months of said termination, the said Reserve Fund is to be divided equally between and distributed to the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this document on (Date) 3/8/13.
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

By: 
Vice President, Business Services

SANTA BARBARA JAYCEES,
A California non-profit corporation

By:
(Title)

By: 
(Title)

Page 4 of 4
AGENDA ITEM
BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Audit firm engagement letter for 2012-2013 audit

DATE
March 28, 2013

ATTACHMENT(S)
14 pages

REASON FOR BOARD CONSIDERATION
☐ ACTION ☒ CONSENT ☐ FIRST READING
☐ INFORMATION ☐ REPORTS
ITEM NUMBER
6.1e

BACKGROUND:
The firm Glenn Burdette, CPAs has been selected by an ad hoc auditor review committee to perform the current year’s audit.

For the past twelve years, this same firm, Glenn Burdette, CPAs has performed our annual financial audit. As a good business practice, every five years the partner responsible for our audit rotates off. After so many years with the same firm, the decision was made to request proposals from firms that each audit several community colleges in California. In January 2013 five firms including Glenn Burdette were invited to submit proposals by mid-February. An ad hoc committee made up of Joe Sullivan (Vice President Business Services), Brad Hardison (Director Financial Aid), Allison Curtis (Associate Dean), Barbara Bermudes (Student Finance Manager), Lisa Macker (Trustee), and Cindy Young (Interim Controller) was formed to review proposals and choose two candidate firms to invite on campus.

On Monday, March 18 the committee heard presentations from representatives of the firms Glenn Burdette and Vavrinek, Trine, Day & Co., LLP. Following the two sessions, and after discussion, the committee agreed that, for this fiscal year, with new management at the helm in fiscal operations, a change in audit firms would not be a prudent decision.

RECOMMENDATION:
It is recommended the Board of Trustees approve this contract with the accounting firm Glenn Burdette as represented in their letter of engagement.

Administrator Initiating Item: Lucinda Young, Interim Controller
Approved by: Joseph E. Sullivan, Vice President Business Service
Audit Engagement Letter

March 19, 2013

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

We are pleased to confirm our understanding of the services we are to provide Santa Barbara Community College District and the Santa Barbara Community College District Parking Fees Program for the year ended June 30, 2013. We will audit the financial statements of the business-type activities which collectively comprise the basic financial statements of Santa Barbara Community College District as of and for the year ended June 30, 2013. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Santa Barbara Community College District's basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Santa Barbara Community College District’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management’s Discussion and Analysis
2. Schedule of Funding Progress for OPEB Obligation
We have also been engaged to report on supplementary information other than RSI that accompanies Santa Barbara Community College District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Organization
2. Schedule of Expenditures of Federal Awards
3. Schedule of State Financial Awards
4. Schedule of Workload Measure for State General Apportionment
5. Reconciliation of Annual Financial and Budget Report (CCFS-311) with District's Accounting Record
6. Annual Financial and Budget Report (CCFS-311) and Reconciliation with the Statement of Net Assets and Statement of Revenues, Expenses and Changes in Net Assets
7. Reconciliation of ECS 84362 (50 Percent Law) Calculation
8. Other supplementary information required the by the Chancellor's Office each year

We will also audit the Statement of Revenues and Expenditures of the Santa Barbara Community College District Parking Fees Program for the year ended June 30, 2013.

We will also audit and perform agreed-upon procedures over the Measure V General Obligation Bonds (Bond Construction Fund) for the year ended June 30, 2013. These services are covered by separate audit and agreed-upon procedures engagement letters.

Audit Objectives

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

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
Santa Barbara Community College District
March 19, 2013
Page 3

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (a) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (b) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (c) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for other purposes.

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

**Management Responsibilities**

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

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

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information for which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

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

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

You are responsible for the preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (a) you are responsible for the presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (b) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes or report thereon. Your responsibilities include acknowledging to us in the written representation letter that (a) you are responsible for the presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

With regard to electronic dissemination of audited financial statements, including financial statements electronically on your website, you understand that electronic sites are means to distribute information and, therefore, we are not required to read the information contained on these sites or consider the consistency of other information in the electronic site with the original document. You agree to indemnify Glenn Burdette from any and all claims that may arise from any differences between the electronic version of the financial statements and audit report presented on your web site, now and in the future, and the signed version of the financial statements and audit report provided to management by Glenn Burdette.

Audit Procedures - General

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

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted accounting standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.
Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Controls

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

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

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

Audit Procedures - Compliance

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

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

Timing of Engagement

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

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

Audit Administration, Fees, and Other

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

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management’s responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors’ reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor’s reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.
Santa Barbara Community College District
March 19, 2013
Page 9

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

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

It is our policy to keep records related to this engagement for seven (7) years after the report release or for any additional period requested by Santa Barbara Community College District’s cognizant agency, oversight agency for audit, or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. However, we do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the seven (7) year period, Glenn Burdette shall be free to destroy our records related to this engagement.

Allen E. Eschenbach is the engagement partner and is responsible for supervising the engagement and signing or authorizing another qualified firm representative to sign the report.
Santa Barbara Community College District
March 19, 2013
Page 10

Our fee for the audit services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Based on our preliminary estimates, our fee should not exceed $39,200 for the year ended June 30, 2013, with the breakdown of fees as follows:

- District Audit: $32,700
- Parking Fees Program Audit: $1,000
- Measure V Audit and Agreed-upon Procedures: $5,500

This estimate is based upon our initial analysis of the complexity of the work to be performed and the experience level of the staff to be assigned. The estimate is based on maximum audit efficiencies providing for participation and anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered. It includes only our work associated with the audit of the financial statements of Santa Barbara Community College District. Additional fees will be added if we have to perform additional services due to the incomplete or untimely receipt by us of the information on the schedule requests list, accounts not being fully adjusted the day we commence fieldwork, or timing related inefficiencies. In the event of a change in the scope of our audit resulting from any changes in facts and circumstances, we will discuss any additional fees with you as soon as is reasonably possible after we become aware of the change. If appropriate, a change order will be issued.

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

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

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principals *</td>
<td>$300 – 400/hour</td>
<td>Human Resources Consulting</td>
<td>$145/hour</td>
</tr>
<tr>
<td>Senior Managers</td>
<td>230/hour</td>
<td>Credit &amp; Collection Services</td>
<td>145/hour</td>
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<tr>
<td>Managers</td>
<td>205/hour</td>
<td>Professional Associates</td>
<td>125/hour</td>
</tr>
<tr>
<td>Supervisors</td>
<td>180/hour</td>
<td>Entry Level Professionals - 1st Yr</td>
<td>110/hour</td>
</tr>
<tr>
<td>Senior Professional Associates *</td>
<td>145 – 165/hour</td>
<td>Administrative Associates</td>
<td>85/hour</td>
</tr>
<tr>
<td>Technology Consulting *</td>
<td>145 – 245/hour</td>
<td>Support Associates</td>
<td>75/hour</td>
</tr>
</tbody>
</table>

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

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

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

As your auditors, we are required to keep all information about our engagement confidential; so, we will not disclose any information about you unless we have your approval or are required/permitted by law. This applies even if you are no longer a client.
As your auditors, we are committed to the safekeeping of your confidential information and we maintain physical, electronic, and procedural safeguards to protect your information.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2011 peer review report accompanies this letter.

**Electronic Communication**

In the interest of facilitating our services to your company, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential to your company. Our firm employs measures in the use of facsimile machines and computer technology designed to maintain data security. While we will use reasonable efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent, and consent to our use of these electronic devices during this engagement.
We appreciate the opportunity to be of service to Santa Barbara Community College District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return the original letter to us. A copy is enclosed for your files.

Sincerely,

[Signature]

Allen E. Eschenbach, CPA
Principal
for
Glenn Burdette Attest Corporation

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

Officer signature: ______________________________

Title: ______________________________

Date: ______________________________

8532A
SYSTEM PEER REVIEW

To the principals of
Glenn, Burdette, Phillips & Bryson
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Glenn, Burdette, Phillips & Bryson, (the firm) in effect for the year ended May 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm’s compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under Government Auditing Standards and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Glenn, Burdette, Phillips & Bryson, in effect for the year ended May 31, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Glenn, Burdette, Phillips & Bryson, has received a peer review rating of pass.

September 30, 2011
Bellevue, Washington

LarsonAllen LLP

An independent member of Nexia International
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT

DATE: March 28, 2013
ATTACHMENT(S): 41 Pages

SUBJECT: Authorization to Procure Items Utilizing the California Multiple Award Schedule Contract

REASON FOR BOARD CONSIDERATION
☐ ACTION ☒ CONSENT ☐ FIRST READING
☐ INFORMATION ☐ REPORTS

ITEM NUMBER 6.1-f

BACKGROUND:

It is requested the Board authorize purchases on California Multiple Award Schedule (CMAS) Contract No.: 3-12-58-0241A to purchase various audio visual supplies and equipment from Jensen Audio Visual. This process is authorized per the provisions of California Public Contract Code (PCC) §20652 (Community College Districts) allowing school districts, community college districts, college and universities, and county offices of education to procure items per the PCC referenced above. This contract will expire 4/30/16.

RECOMMENDATION: It is recommended the Board approve the authorization to procure items utilizing the California Multiple Award Schedule Contract No. 3-12-58-0241A.

Administrator Initiating Item: Robert Morales, Director – Administrative Services / Emergency Response
Approved by: Joseph E. Sullivan, Vice President Business Services
January 10, 2012

Ms. Kelly Jensen  
Jensen Audio Visual  
210 East Cota Street  
Santa Barbara, CA 93101  

Subject: Jensen Audio Visual’s California Multiple Award Schedule (CMAS)  

CMAS Contract No.: 3-12-58-0241A  
CMAS Contract Term: January 10, 2012 through April 30, 2016  
Base GSA Schedule No.: GS-03F-0010L  

The State of California is pleased to accept your firm’s offer to establish a California Multiple Award Schedule (CMAS) contract, which we have assigned the CMAS contract number and term identified above. This contract number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State’s requirements from your firm. Prior approval is required from the State for all news releases regarding this contract.  

It is your firm’s responsibility to furnish, upon request, a copy of this CMAS contract to State and local government agencies. A complete CMAS contract includes the following: 1) this acceptance letter, 2) CMAS cover pages (which includes the signature page, ordering instructions and special provisions, Std. 204 Payee Data Record, and any attachments or exhibits as prepared by the CMAS Unit), 3) CMAS terms and conditions, 4) Federal GSA terms and conditions, and 5) product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with Contractors who provide ALL of the contract elements described above.  

To manage this contract, Contractors are directed to the “CMAS Contract Management and Information Guide”, which can be accessed at www.dgs.ca.gov/pd/programs/leveraged/cmас.aspx, then select the “For Suppliers/Contractors” link. This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, Contractor’s change of address or contact person, company name change requests, and marketing your CMAS contract.  

It is the Contractor’s responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).  

THE FIRST QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q1-2012 (JANUARY-MARCH)  
DUE BY APRIL 15, 2012.  

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to www.dgs.ca.gov/pd/resources.aspx, then select "California Multiple Award Schedules (CMAS) Resources. At the prompt, enter the login: “cmassupplier” and the password: “cmas010194”.  

Should you have any questions regarding this contract, please contact me at 916/375-4580. Thank you for your continued cooperation and support of the CMAS Program.  

BRUCE FONG  
Program Analyst  
California Multiple Award Schedules Unit  

PROCUREMENT DIVISION | State of California | State Consumer Services Agency  
707 Third Street, 2nd Floor | West Sacramento, CA 95605 | 916.375.4365 | 916.375.4663  

Attachment 6.1-f  
3/28/13
State of California
MULTIPLE AWARD SCHEDULE
JAV, Inc.  dba
Jensen Audio Visual

<table>
<thead>
<tr>
<th>CONTRACT NUMBER:</th>
<th>3-12-58-0241A</th>
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<tr>
<td>SUPPLEMENT NO.:</td>
<td>N/A</td>
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<tr>
<td>CMAS CONTRACT TERM:</td>
<td>1/10/2012 through 4/30/2016</td>
</tr>
<tr>
<td>CONTRACT CATEGORY:</td>
<td>Information Technology Goods &amp; Services</td>
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<tr>
<td>APPLICABLE TERMS &amp; CONDITIONS:</td>
<td>August 2010</td>
</tr>
<tr>
<td>MAXIMUM ORDER LIMIT:</td>
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</tr>
<tr>
<td>FOR USE BY:</td>
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<tr>
<td>BASE GSA SCHEDULE NO.:</td>
<td>GS-03F-0010L</td>
</tr>
<tr>
<td>BASE SCHEDULE HOLDER:</td>
<td>JAV, Inc.</td>
</tr>
</tbody>
</table>

This contract provides for the purchase and warranty of hardware and software, installation, maintenance, repair and personal services including integrated services. (See page 2 for the specific brands, labor categories, and restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS contract may be available on a Mandatory Statewide Contract (formerly Strategically Sourced Contract). If this is the case, the use of this CMAS contract is restricted unless the State agency has an approved exemption pursuant to MM 05-11, and as further explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm. This requirement is not applicable to local government entities.

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program. Contractor non-compliance with the requirements of this contract may result in contract termination.

BRUCE FONG, Program Analyst, California Multiple Award Schedules Unit

Effective Date: 1/10/2012
CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS contract and the base contract identified below for the products and/or services available on this contract.

- Amplification System-Classroom
- Furniture-Audio Visual
- Projection-Projector
- Projection-Screen
- Video Equipment-Audio
- Video-Projection
- Security-Surveillance System
- Audio/Video-Switching Systems
- Conferencing-Video Equipment
- Public Address-System
- Sound System-Portable

AVAILABLE PRODUCTS AND/OR SERVICES

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaeliblibrary.gsa.gov.

All of the job titles in the base GSA contract identified below are available within the scope of this contract:

- Broadcast Engineer
- Audio-Visual System Engineer
- Control System Programmer
- Project Manager
- Lead Technician
- Technician
- Administrative

You may verify the following current information about the job titles available on this CMAS contract at the GSA eLibrary (using the base GSA contract number identified below):

- Description of the functional requirements
- Minimum education and experience requirements
- Maximum pricing allowed (lower pricing acceptable)

Access the GSA eLibrary at www.gsaeliblibrary.gsa.gov.

EXCLUDED PRODUCTS AND/OR SERVICES

Rental services are not available under this contract.

CMAS BASE CONTRACT

This CMAS contract is based on some or all of the products and/or services and prices from GSA #GS-03F-0010L (JAV, Inc.) with a GSA term of 1/2/2011 through 1/1/2016. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

Ordering Instructions and Special Provisions

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address, or faxed to (805) 963-2543:

- Jensen Audio Visual
  - 210 East Cota Street
  - Santa Barbara, CA 93101
  - Attn: Cindy Fairbanks

Agencies with questions regarding products and/or services may contact the contractor as follows:

- Contact: Kelly Jensen
- Phone: (805) 962-0110 ext. 15
- E-mail: kelly@jensenav.com

CALIFORNIA SELLER’S PERMIT

Jensen Audio Visual's California Seller's Permit No. is 97985192. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: www.boe.ca.gov.

CONTRACT PRICES

The maximum prices allowed for the products and/or services available in this CMAS contract are those set forth in the base contract identified on page 2 of this contract.

The ordering agency is encouraged to seek prices lower than those on this CMAS contract. When responding to an agency's Request for Offer (RFO), the contractor can offer lower prices to be competitive.

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at www.documents.dgs.ca.gov/pd/poliproc.ARRATand%20C081009final.pdf.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

Contractor personnel shall have the experience, education and expertise as delineated in the CMAS contract.
DELIVERY
1-30 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

PURCHASING AUTHORITY DOLLAR THRESHOLD
No CMAS order may be executed by a State agency that exceeds that agency’s CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

HOW TO USE CMAS CONTRACTS
Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS contracts. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT) and the SCM, Volume 3, Chapter 6 (for IT):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pdf/Programs/Leveraged/CMAS.aspx, select “Find a CMAS Contract”.
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3)
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under $5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.
- Orders for Information Technology goods and services exceeding $250,000 require approval by Agency Secretary and Department Director or immediate next ranking official.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

SPLITTING ORDERS
Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (SAM 3572).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

MINIMUM ORDER LIMITATION
The minimum dollar value of an order to be issued under this contract is $200.00.

MANDATORY REQUIREMENT FOR COMMERCIAL OFF-THE-SHELF (COTS) TECHNICAL SERVICES
Agencies requesting technical services must require a minimum of 3 references from the contractor for work performed within the last 2 years. The reference narrative must explicitly demonstrate the expertise being offered on the COTS products and correlate with the description of services/skills in the referenced CMAS contract and in the agency Statement of Work.

ORDERING PROCEDURES

1. Order Form
State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State’s Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing website. The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65: www.dgs.ca.gov/osp/Programs/FormsManagementCenter/PrintList.aspx

2. Purchase Orders
State and Local Government agencies are required to send a copy of each CMAS purchase order to:

Department of General Services
Procurement Division, Data Management Unit
PO Box 989052, MS #2-203
West Sacramento, CA 95698-9052
(or via Interagency Mail Service #2-1)
CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
JENSEN AUDIO VISUAL
CMAS NO. 3-12-58-0241A

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

3. Service and Delivery after Contract Expiration

The purchase order must be issued before the CMAS contract end term expires. However, delivery of the products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

4. Multiple Contracts on STD. 55 Order Form

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 55 Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

5. Amendments to Agency’s Purchase Orders

Agency purchase orders cannot be amended if the CMAS contract has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFQ process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended. This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed $250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 6, for more information on amending purchase orders.

CONTRACTOR OWNERSHIP INFORMATION

Jensen Audio Visual is a certified small business enterprise. Their Office of Small Business and DVBE Services (OSDS) certification #21681 expires on 6/30/2012.

If the above certification has expired, the current expiration date for this company's certification should be verified at: www.bidsync.com/DPXBisCASB or by contacting the Office of Small Business and DVBE Services at (916) 375-4940. Note that some companies have been assigned a new certification number, so use the company name and/or certification number when checking status on-line.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts (GC Section 14846(b)). NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners: www.dgs.ca.gov/pd/Programs/leveraged/CMAS.aspx then select “Find a CMAS Contractor”.

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at: www.dgs.ca.gov/ofs/Resources/Pricebook.aspx

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:

a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.

b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:

   • List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
   • Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
   • Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
   • Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering agency’s purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any contract for goods to be manufactured by the contractor specially for the State and not suitable for sale to others may require progress payments.

For Non-IT goods contracts, see the CMAS contract Non-IT Commodities Terms & Conditions, Provision #69, Progress Payments.

PRODUCT INSTALLATION

The contractor is fully responsible for all installation services performed under the CMAS contract. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Std. 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

INTEGRATED SERVICES

Agencies are prohibited from using CMAS and/or Masters for large-scale information technology system integration projects except when specifically approved by Procurement Division-Technology Acquisitions Section.

ELECTRONIC WASTE RECYCLING


California Public Resources Code, Section 42463(f) defines a “covered electronic device” as a video display device containing a screen greater than four inches measured diagonally. See the code identified above for more information and exceptions to this definition.

The Integrated Waste Management Board is implementing this new legislation, and the Board of Equalization is responsible for collecting these recycling fees from retailers. See the following two websites for more information on this topic:

www.ci.wmb.ca.gov/Electronics/Act2003/

www.boe.ca.gov/sptexpog/ewaste.htm

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the Contractor can include it on their invoice.
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PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) Section 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Also, the Department of General Services (DGS), Real Estate Services Division (RESD) can be contacted at (916) 376-1748, if you have questions about these types of transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount. The total dollar value of all public works services included in the purchase order must not exceed the dollar value of the products.

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor during performance under the CMAS purchase order.

The bond amount for public works has increased to a sum not less than one hundred percent (100%) of the purchase order price.

NOTE: In accordance with Labor Code Section 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774.

Bonds: For guidelines, see CMAS contract, General Terms and Conditions, Public Works Requirements.

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board at 1-800-321-2752 or at www.csib.ca.gov to verify that the Contractor's License shown below is still active and in good standing.

Jensen Audio Visual's California Contractor's License number is 891281. This is a Class C-7 license that is good through 2/28/2013.

Cable and Wire: Cable and wire products that are purchased under this contract must be for information technology projects only (computers, telecommunications, and security systems) and cannot be used for general purpose installations.

Purchase orders for cable and wire installation services only are prohibited.

Agency questions regarding the purchase and/or installation of cable and wire for computers and/or telecommunications may be directed to the California Technology Agency, Statewide Telecommunications and Network Division.

Cable and wire installations under this contract must be installed and tested to EIA/TIA Standards.

CONSULTING OR PERSONAL SERVICES

To ensure sufficient expertise for all consulting or personal services contracts, prior to issuing an order, the agency is required to review the resumes of all personnel the contractor intends to use to fulfill the order. Each agency is responsible for verifying that contractor personnel meet any education or experience requirements listed in the CMAS contract.

Each order should contain, as a minimum, a description of the task, a statement of the contractor's responsibilities, completion criteria, a list of deliverable items (if any), the estimated starting date, the scheduled completion date, and a fixed cost for each task.

The aggregate of the fixed costs for all tasks constitutes the fixed price ceiling for all tasks described.

1. Progress Payments

For IT service contracts, see the CMAS contract IT Terms and Conditions, Provision #71, CMAS Progress Payments & Risk Assessment.

For Non-IT service contracts, see the CMAS contract Non-IT Services Terms & Conditions, Provision #41, Progress Payments/Performance Bonds.

2. Outsourcing Services

Careful analysis must be given by State agencies to using contracted personnel rather than using civil service positions within State government.

Government Code 19130(c) requires that all persons who provide services to the State under conditions that constitute an employment relationship shall, unless exempted by Article VII (Section 4) of the California Constitution, be retained under an appropriate civil service appointment.
Issuing a CMAS purchase order for services to an independent contractor is permissible when any of the following conditions set forth in Government Code Section 19130(b) can be met:

- Exempt under Constitution
- New State function and legislative authority
- Service not available; highly specialized or Technical
- Incidental to the purchase or lease
- Conflict of interest; need unbiased findings
- Emergency appointment
- Private counsel, with Attorney General (AG) approval and Governor’s Office, if applicable
- Contractor will provide deliverables that are not feasible for the State to provide
- Training when civil service is not available
- Urgent, temporary, or occasional services when civil service delay would frustrate the purpose (see Option 2 below)

When justified as outlined above, personal services must fall under one of the two following options:

Option 1. CMAS orders for personal services such as project management, independent verification and validation, systems analysis and design, and miscellaneous services are not limited to the number of hours or months per year that a consultant can work if the services contracted for are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system (Government Code 19130.6 (3)).

Option 2. CMAS personal services orders for programmers, systems analysts, and technical specialists which are of an urgent, temporary, or occasional nature, such that hiring additional civil service positions is not feasible, are limited to nine months (1548 hours) per consultant within a twelve consecutive month period (Government Code 19130.b (10)/California State Constitution, Article VII, Section 5).

This provision is per agency and is inclusive of orders issued on your behalf by another agency. Contractors must wait three (3) months from CMAS order termination/expiration before submitting the candidate’s resume for work at the same agency/department.

For both options above, the contractor may conduct training courses for which appropriately qualified civil service instructors are not available, provided that permanent instructor positions in academies or similar settings shall be filled through civil service appointment (Government Code 19130.b (9)).

For each order, the agency must prepare and retain in their file a written justification that includes specific and detailed factual information that demonstrates that the contract meets one or more of the conditions set forth in Government Code 19130(b).

3. State Personnel Board Requirements

State Personnel Board (SPB) approval is required for a purchase order based on cost savings to the State as justification for not using civil service personnel.

4. Statement of Work

A Statement of Work (SOW) must be prepared as applicable for each Purchase Order. Information regarding the preparation of a SOW is available at www.dgs.ca.gov/pd/Programs/Leveled/CMAS.aspx, then select "For State Agencies"). Agencies are strongly encouraged to use this information when developing SOW requirements that will accompany the Request for Offer and the resulting Purchase Order.

5. Follow-on Contracts are Prohibited

No person, firm, or subsidiary thereof who has been awarded a purchase order for consulting services, or a purchase order that includes a consulting component, may be awarded a purchase order for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the purchase order (Public Contract Code 10365.5).

Therefore, any consultant who develops a program study or provides formal recommendations is precluded from providing any work recommended in the program study or the formal recommendation.

PRODUCTIVE USE REQUIREMENTS

The customer in-use requirement applies to all procurements of information technology equipment and software, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor’s organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.
CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
JENSEN AUDIO VISUAL
CMAS NO. 3-12-55-0241A

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

**Category 1 - Critical Software:** Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

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<tr>
<td>$10,000 up to $100,000</td>
<td>4 months</td>
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<tr>
<td>Less than $10,000</td>
<td>1 month</td>
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**Category 2 - All Information Technology Equipment and Non-Critical Software:** Information technology equipment is defined in SAM Section 4819.2.

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<th>Prior Operation</th>
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<td>4 months</td>
</tr>
<tr>
<td>Less than $10,000</td>
<td>1 month</td>
</tr>
</tbody>
</table>

**OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS**

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) items provision. If the NSP provision is not included in the schedule, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

**NOT SPECIFICALLY PRICED (NSP) ITEMS**

Contractors must be authorized providers of the hardware, software and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.

2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.

3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the contract may not be identified as an NSP item.

4. Maximum Order Limitation: For orders $250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed $5,000. For orders exceeding $250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or $25,000 whichever is lower.

5. An NSP item included in an order issued against a contract is subject to all of the terms and conditions set forth in the contract.

6. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this contract:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.

2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.

3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.

4. Any other item or class of items specifically excluded from the scope of this contract.

5. Public Works components NOT incidental to the total purchase order amount.

6. Products or services the contractor is NOT factory authorized or otherwise certified or trained to provide.

7. Follow-on consultant services that were previously recommended or suggested by the same contractor.

The contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.
CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
JENSEN AUDIO VISUAL
CMAS NO. 3-12-58-0241A

STATE AND LOCAL GOVERNMENTS CAN USE CMAS
State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges, that is empowered to expend public funds. While the State makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES
A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS
Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE
The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's federal GSA (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES
All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Notwithstanding this, there is no guarantee that "every" possible requirement that pertains to all the different and unique State processes has been included.

STATEWIDE PROCUREMENT REQUIREMENTS
Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 18 for each order over $5,000 within 10 days of award, including supplements that exceed $5,000.
- Pursuant to Public Contract Code Section 10359 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, State and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal $500 or more to independent sole proprietor contractors. See the contractor's Std. Form 204, Payee Data Record, in the CMAS contract to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.
CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
JENSEN AUDIO VISUAL
CMAS NO. 3-12-58-0241A

- Post evaluation reports. Public Contract Code 10389 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than $5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.

ETHNICITY/RACE/GENDER REPORTING REQUIREMENT

Effective January 1, 2007, in accordance with Public Contract Code 10111, State agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information.

Contractor participation is voluntary.

QUANTITY DISCOUNT

There is a quantity discount of an additional 2% for orders of 6 or more units.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this contract are not 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Std. 204)

Each State accounting office must have a copy of the attached Payee Data Record (Std. 204) in order to process payment of invoices. Agencies should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:
The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at: www.dgs.ca.gov/ofs/Resources/Pricebook.aspx.

Orders from Local Government Agencies:
Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller’s Office will not approve payment.
5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

Jensen Audio Visual accepts the State of California credit card (CAL-Card).

A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

8. Leasing

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term ($1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS $Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS $Mart™ Internet address is www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx. Buyers may contact the GS $Mart™ Administrator, Pat Mullen by phone at (916) 375-4617 or via e-mail at pat.mullen@dgs.ca.gov for further information.

9. Maintenance Tax

The Board of Equalization has ruled that in accordance with Section 1665 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, that whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For contracts that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.

2. For contracts that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies utilized during the performance period of the maintenance contract.

The contractor will be required to itemize the consumables being taxed for State accounting purposes.

CONTRACTOR QUARTERLY REPORT PROCESS

Contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions. This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663
CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, then select "For Suppliers/Contractors".
CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
JENSEN AUDIO VISUAL
CMAS NO. 3-12-58-0241A

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or that excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will start on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.
- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Due Date</th>
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<tbody>
<tr>
<td>1</td>
<td>Jan 1 to Mar 31</td>
</tr>
<tr>
<td>2</td>
<td>Apr 1 to Jun 30</td>
</tr>
<tr>
<td>3</td>
<td>Jul 1 to Sep 30</td>
</tr>
<tr>
<td>4</td>
<td>Oct 1 to Dec 31</td>
</tr>
</tbody>
</table>

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable GSA prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- Payee Data Record (Std. 234).
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions.
- Federal GSA products, services, and price list.
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at, or below, contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.
AGENCY RESPONSIBILITY

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the attached CMAS Terms and Conditions, Conflict of interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages must be included in the purchase order to be applicable, mutually agreed upon by agency and contractor, and cannot be a penalty.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 202
West Sacramento, CA 95605-2811

Phone # (916) 375-4363
Fax # (916) 375-4863
ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services) AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office:  (916) 376-1891
Fullerton Office:  (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice  1-800-735-2922 or 1-888-877-5379
TTY:  1-800-735-2929 or 1-888-877-5378
Speech-to-Speech:  1-800-854-7784
ATTACHMENT B
CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Contractor Name: ________________________________  Reporting Calendar Year: ____________________  Revision  □

Contract Number: ________________________________

For Questions Regarding This Report Contact:

Name: ________________________________

Phone Number: ________________________________

E-mail: ________________________________

Reporting Quarter:  

Q1 (Jan-Mar)  □

Q2 (Apr-Jun)  □

Q3 (Jul-Sep)  □

Q4 (Oct-Dec)  □

Check Here if No New Orders for This Quarter  □

<table>
<thead>
<tr>
<th>STATE AGENCY PURCHASES</th>
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<tr>
<td>State Agency Name</td>
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Total State Agency Dollars Reported for Quarter: $ ______________

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<tr>
<th>LOCAL GOVERNMENT AGENCY PURCHASES</th>
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<tbody>
<tr>
<td>Local Government Agency Name</td>
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</tbody>
</table>

Total Local Government Agency Dollars for Quarter: $ ______________  1% Remitted to DGS (does not apply to CA certified S/Bs): $ ______________

Total of State and Local Government Agency Dollars Reported for this Quarter: $ ______________

Updated 1/1/2010

15
Instructions for completing the CMAS Quarterly Business Activity Report.

1. Complete the top of the form with the appropriate information for your company.

2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.

3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.

4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.

5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.

6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.

7. **Agency Contact** - Identify the ordering agency’s contact person on the purchase order.

8. **Agency Address** - Identify the ordering agency’s address on the purchase order.

9. **Phone Number** - Identify the phone number for the ordering agency’s contact person.

10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.

11. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.

12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

**Notes:**

- A report is required for each CMAS contract, each quarter, even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.
PAYEE DATA RECORD
(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 5-2003)

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.

1

PAYEE'S LEGAL BUSINESS NAME (Type or Print)
JAV INC., dba Jensen Audio Visual

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

E-MAIL ADDRESS
kelly@jensenav.com

MAILING ADDRESS
210 East Cota Street
Santa Barbara, CA 93101

BUSINESS ADDRESS
210 East Cota Street
Santa Barbara, CA 93101

2

CITY, STATE, ZIP CODE

CITY, STATE, ZIP CODE

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):
77-0546397

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

□ PARTNERSHIP
□ CORPORATION:
□ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)
□ ESTATE OR TRUST
□ LEGAL (e.g., attorney services)
□ EXEMPT (nonprofit)
☑ ALL OTHERS

□ INDIVIDUAL OR SOLE PROPRIETOR
ENTER SOCIAL SECURITY NUMBER:

(SSN required by authority of California Revenue and Tax Code Section 18645)

3

PAYEE ENTITY TYPE

4

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)
Kelly Jensen

TITLE
President

SIGNATURE

DATE
12/13/2011

TELEPHONE
(805) 962-0110

5

6

Please return completed form to:

Department/Office:

Unit/Section:

Mailing Address:

City/State/Zip:

Telephone: (____) __________ Fax: (____) __________

E-mail Address: ___________________________
CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)  
GENERAL PROVISIONS - INFORMATION TECHNOLOGY

1. DEFINITIONS: Unless otherwise specified in the Statement of Work the following terms shall be given the meaning shown, unless context requires otherwise.

a) "Acceptance Tests" means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.

b) "Application Program" means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.

c) "Attachment" means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.

d) "Business entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.

e) "Buyer" means the State's authorized Contracting official.

f) "Commercial Software" means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.

g) "Contract" means this Contract or agreement (including any purchase order), by whatever name known or in whatever form or format used.

h) "Custom Software" means Software that does not meet the definition of Commercial Software.

i) "Contractor" means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.

j) "Data Processing Subsystem" means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent) and Operating Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.

k) "Data Processing System (System)" means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors) and Operating Software, which are acquired to operate as an integrated group.

l) "Deliverables" means Goods, Software, Information Technology, telecommunications technology, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incidental to the provision of services.

m) "Designated CPUs" means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.

n) "Documentation" means nonproprietary manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Documentation only to the extent that such materials are described in or required by the Statement of Work.

o) "Equipment" is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).

p) "Equipment Failure" is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.

q) "Facility Readiness Data" means the data specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.

r) "Goods" means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).

s) "Hardware" usually refers to computer Equipment and is contrasted with Software. See also Equipment.

t) "Installation Date" means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.

u) "Information Technology" includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.

v) "Machine" means an individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, composed of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.

w) "Machine Alteration" means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.

x) "Maintenance Diagnostic Routines" means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.

y) "Manufacturing Materials" means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.

z) "Mean Time Between Failure (MTBF)" means the average expected or observed time between consecutive failures in a System or component.

aa) "Mean Time to Repair (MTTR)" means the average expected or observed time required to repair a System or component and return it to normal operation.

bb) "Operating Software" means those routines, whether or not identified as Program Products, that reside in the Equipment.
and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.

cc) "Operational Use Time" means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.

dd) "Performance Testing Period" means a period of time during which the State, by appropriate tests and production runs, evaluates the performance of newly installed Equipment and Software prior to its acceptance by the State.

ee) "Period of Maintenance Coverage" means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.

ff) "Preventive Maintenance" means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.

gg) "Principal Period of Maintenance" means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 5:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.

hh) "Programming Aids" means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications, including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).

ii) "Program Product" means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate Contractual provisions.

jj) "Remedial Maintenance" means that maintenance performed by the Contractor which results from Equipment failure (including OSF Software), and which is performed as required, i.e., on an unscheduled basis.

kk) "Site License" means for each product, the term "Site License" shall mean the license established upon acquisition of the applicable number of copies of such product and payment of the applicable license fees as set forth in the Statement of Work.

ll) "Software" means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.

mm) "Software Failure" means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.

nn) "State" means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.

oo) "System" means the complete collection of Hardware, Software and Services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.


2. CONTRACT FORMATION: If this Contract results from a Letter of Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.

3. COMPLETE INTEGRATION: This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. SEVERABILITY: The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. INDEPENDENT CONTRACTOR: Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees of the State.

6. APPLICABLE LAW: This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California, venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. COMPLIANCE WITH STATUTES AND REGULATIONS:
   a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
   b) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
   c) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
   d) If this Contract is in excess of $554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
   e) To the extent that this Contract falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.
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8. CONTRACTOR'S POWER AND AUTHORITY: The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
   a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
   b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. CMAS - ASSIGNMENT: This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

   Should the State desire financing of the assets provided hereunder through GS $Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.

10. WAIVER OF RIGHTS: Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. CMAS - ORDER OF PRECEDENCE: In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
   a) these General Provisions - Information Technology (in the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
   b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
   c) information technology special provisions;
   d) federal GSA (or other multiple award) terms and conditions;
   e) statement of work, including any specifications incorporated by reference herein; and
   f) all other attachments incorporated in the Contract by reference.

12. PACKING AND SHIPMENT:
   a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
      i) show the number of the container and the total number of containers in the shipment; and
      ii) the number of the container in which the packing sheet has been enclosed.
   b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
   c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
   a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
   b) If "prepay and add" is selected, supporting freight bills are required when over $50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
   c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

14. DELIVERY: Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

16. SUBSTITUTIONS: Substitution of Deliverables may not be tendered without advance written consent of the Buyer.
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Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

16. INSPECTION, ACCEPTANCE AND REJECTION: Unless otherwise specified in the Statement of Work:
   a) Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will deliver to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Contract.
   b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
   c) Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
   d) All Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
   e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days of delivery, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irrepealable, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

17. SAMPLES:
   a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
   b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

18. CMAS - WARRANTY: The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.
   a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the Goods or services in question and end one (1) year thereafter. Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
   b) Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or networks), and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, Contractor will, upon the State's request, provide a master copy of the Software for comparison and correction.
   c) Unless otherwise specified in the Statement of Work:
      (i) Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
      (ii) Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the State.
      (iii) Where Contractor resells Hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Contractor will pass through any such warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will be supplemental to, and not relieve Contractor from, Contractor's warranty obligations set forth above.
   d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
   e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and Contractor's sole obligation will be limited to:
      (i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
      (ii) should the State in its sole discretion consent, refund of amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection (e)(ii) above will not exceed the limits on Contractor's liability set forth in the Section entitled "Limitation of Liability."
f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

20. INSURANCE: When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers’ compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an “additional insured” on selected policies.

21. TERMINATION FOR NON-APPROPRIATION OF FUNDS:
   a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
   b) STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, DELIVERABLES SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR’S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

22. TERMINATION FOR THE CONVENIENCE OF THE STATE:
   a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State’s interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
   b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
      (i) Stop work as specified in the Notice of Termination.
      (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.

   (iii) Terminate all subcontracts to the extent they relate to the work terminated.
   (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts:
      c) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts, provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
         (i) The Contract price for Deliverables or services accepted by the State and not previously paid for, adjusted for any savings on freight and other charges; and
         (ii) The total of:
            A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
            B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
            C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
   d) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:
   a) The State may, subject to the clause titled “Force Majeure” and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
      i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
      ii) Make progress, so that the lack of progress endangers performance of this Contract; or
      iii) Perform any of the other provisions of this Contract.
   b) The State’s right to terminate this Contract under sub-section a) above, may be exercised if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State’s cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a shorter period.
   c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled “Limitation of Liability”). However, the Contractor shall continue the work not terminated.
   d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
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(i) completed Deliverables,  
(ii) partially completed Deliverables, and,  
(iii) subject to the provisions of sub-section e) below,  
Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

e) The State shall pay Contract price for completed Deliverables delivered and accepted. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

f) If, after termination, it is determined by a final ruling in accordance with the Disputes Clause that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

24. FORCE MAJEURE:
Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

a) Acts of God or of the public enemy, and
b) Acts of the federal or State government in either its sovereign or Contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

a) In the event any Deliverables furnished or services provided by the Contractor in performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.

b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor’s expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.

c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").

d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

26. LIMITATION OF LIABILITY:

a) Contractor’s liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to two times the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule Contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.

b) The foregoing limitation of liability shall not apply (i) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Protection" or to any other liability (including without limitation indemnification obligations) for infringement of third-party intellectual property rights; (ii) to claims covered by any specific provision herein calling for liquidated damages; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for bodily injury to persons or damage to real or tangible personal property caused by Contractor’s negligence or willful misconduct or (iv) to-costs or attorney’s fees that the State becomes entitled to recover as a prevailing party in any action.

c) The State’s liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State’s sovereign immunity or any other immunity from suit provided by law.

d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor’s liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor’s liability for such damages arises out of sub-section b)(i), b)(ii), or b)(iv) above.

27. CONTRACTOR’S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor’s site or at the State’s place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.

b) Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.
28. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of Contractor or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:
   a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
   b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

29. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. TAXES: Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. NEWLY MANUFACTURED GOODS: All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.

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

34. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. NEWS RELEASES: Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. DOCUMENTATION
   a) The Contractor agrees to provide to the State, at no charge, a number of all nonproprietary manuals and other printed materials, as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
   b) If the Contractor is unable to perform maintenance of or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

37. RIGHTS IN WORK PRODUCT:
   a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements therein, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section (a) may be revised in a Statement of Work.
   b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with Contractor or its affiliates' ownership of Pre-Existing Materials.
c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any commercial purpose.

d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.

e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

38. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA

a) State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor and the State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act.

b) The State will insure, prior to disposing of any media, that any licensed materials contained therein have been erased or otherwise destroyed.

c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

39. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section 39a). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section 39a) will be conditional upon the following:

i) The State will notify Contractor of any suspected claim in writing and tender the defense thereof within a reasonable time; and

ii) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Deliverables or Software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables or Software by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables or Software and make every reasonable effort to assist the State in procuring substitute Deliverables or Software. If, in the sole judgment of the State, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables or Software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

d) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:

(i) The combination or utilization of Deliverables furnished hereunder with Equipment or devices not made or furnished by the Contractor; or,

(ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or

(iii) The modification by the State of the Equipment furnished hereunder or of the Software; or

(iv) The combination or utilization of Software furnished hereunder with non-Contractor supplied Software.

e) Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition,
operation or maintenance of computer Software in violation of copyright laws.

40. EXAMINATION AND AUDIT: Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting Documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.

41. DISPUTES:
   a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Cost adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for Information Technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
   b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.
   c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

42. STOP WORK:
   a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of the period to which the parties shall have agreed, the State shall either:
   (i) Cancel the Stop Work Order; or
   (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
   b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in whole or in part, if the State determines such action is necessary or advisable.
   (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
   (ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
   c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
   d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

43. FOLLOW-ON CONTRACTS:
   a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
      (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of the Technical Consulting and Direction; and
      (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
   b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
      (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
      (ii) development or design of test requirements;
      (iii) evaluation of test data;
      (iv) direction of or evaluation of another Contractor;
      (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
      (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture...
participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State’s best interest. Except as prohibited by law, the restrictions of this Section will not apply:

(i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or

(ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor’s own products.

d) The restrictions set forth in this Section are in addition to any conflict of interest restrictions imposed on public Contractors by California law (“Conflicts Laws”). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

44. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10393.

45. COVENANT AGAINST GRATUITIES: The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

46. NONDISCRIMINATION CLAUSE:

e) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

47. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor’s failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

48. ASSIGNMENT OF ANTITRUST ACTIONS: Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State renders final payment to the supplier.

b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.

c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassess the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and

(i) the assignee has not been injured thereby, or

(ii) the assignee declines to file a court action for the cause of action.

49. DRUG-FREE WORKPLACE CERTIFICATION: The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

(i) the dangers of drug abuse in the workplace;
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(ii) the person's or organization's policy of maintaining a drug-free workplace;
(iii) any available counseling, rehabilitation and employee assistance programs; and,
(iv) penalties that may be imposed upon employees for drug abuse violations.
c) Provide, as required by Government Code Section 8355(c),
that every employee who works on the proposed or resulting Contract:
(i) will receive a copy of the company's drug-free policy statement; and,
(ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

50. FOUR-DIGIT DATE COMPLIANCE: Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

51. SWEATFREE CODE OF CONDUCT:
 a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

52. RECYCLING: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12205. With respect to printer or duplication cartridges that comply with the requirements of Section 12155(e), the certification required by this subdivision shall specify that the cartridges so comply (PCG 12205).

53. CHILD SUPPORT COMPLIANCE ACT: For any Contract in excess of $100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and
b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

54. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

55. ELECTRONIC WASTE RECYCLING ACT OF 2003: The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42660 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

56. USE TAX COLLECTION: In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certification of registration as described in subdivision (a) of PCC Section 10295.1.

57. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10285 and 10286.1, and is eligible to Contract with the State.

58. DOMESTIC PARTNERS: For Contracts over $100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.

59. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(a) who participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

60. LOSS LEADER: It is unlawful for any person engaged in business within this state to sell or use any article or product as a
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"loss leader" as defined in Section 17030 of the Business and
Professions Code. (PCC 12104.5(b)).

ADDITIONAL CMAS TERMS AND CONDITIONS

61. CMAS – CONTRACTOR’S LICENSE REQUIREMENTS:
Contracts that include installation or the wording “Furnish and
Install” require at the time of Contract award that Contractors
possess a valid California State Contractor’s License. If sub-
 Contractors are used, they must also possess a valid California
State Contractor’s License. All businesses which construct or
alter any building, highway, road, parking facility, railroad,
excavation, or other structure, California must be licensed by
the California State License Board (CSLB) if the total cost (labor
and materials) of the project is $500.00 or more. Failure to be
licensed or to keep the license current and in good standing shall
be grounds for Contract revocation.

62. CMAS – PUBLIC WORKS REQUIREMENTS
(LABOR/INSTALLATION):

a) Prior to the commencement of performance, the Contractor
must obtain and provide to the State, a payment bond, on
Standard Form 807, when the Contract involves a public
works expenditure (labor/installation costs) in excess of
$5,000. Such bond shall be in a sum not less than one
hundred percent (100%) of the Contract price. Forms shall
be provided to the Contractor.

b) In accordance with the provisions of Section 1773 of the
California Labor Code, the Contractor shall, conform and
stipulates to the general prevailing rate of wages, including
employer benefits as defined in Section 1773.1 of the
California Labor Code, applicable to the classes of labor to
be used for public works such as at the delivery site for the
assembly and installation of the equipment or materials
under the purchase order. Pursuant to Section 1770 of the
California Labor Code, the Department of Industrial
Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as
listed in the Department of Transportation booklet entitled
General Prevailing Wage Rates. The booklet is compiled
monthly and copies of the same are available from the Department of Industrial Relations Prevailing Wage Unit at
www.dir.ca.gov (select Statistics & Research) or (415) 703-
4774. The booklet is required to be posted at the job site.

The Contractor hereby certifies by signing this Contract that:

i) Contractor has met or will comply with the standards of
affirmative compliance with the Non-Discrimination
Clause Requirements included herein.

ii) Contractor is aware of the provisions of Section 3700 of
the Labor Code that require every employer to be
insured against liability for workers’ compensation or
to undertake self-insurance in accordance with the
provisions of that Code, and Contractor will comply with
such provisions before commencing the performance of
the work of the purchase order.

d) Laws to be Observed

i) Labor
Pursuant to Section 1775 of the California Labor Code
the Contractor shall, as a penalty to the State or Political
subdivision on whose behalf the purchase order is made
or awarded, forfeit not more than fifty ($50.00) for each
calendar day, or portions thereof, for each worker paid
by him or subcontractor under him, less than the
prevailing wage so stipulated; and in addition, the
Contractor further agrees to pay to each workman the
difference between the actual amount paid for each
calendar day, or portions thereof, and the stipulated
prevailing wage rate for the same. This provision shall
not apply to properly indentured apprentices.

Pursuant to Sections 1910-1915 of the California Labor
Code, inclusive, it is further agreed that the maximum
hours a worker is to be employed is limited to eight hours
a day and forty hours a week and the Contractor shall
forfeit, as a penalty to the State, twenty-five ($25) for
each worker employed in the execution of the purchase
order for each calendar day during which a workman is
required or permitted to labor more than eight hours in
any calendar day or more than forty hours in any
calendar week, in violation of California Labor Code
Sections 1910-1915, inclusive.

ii) Worker’s Compensation Insurance
The Contractor will be required to secure the payment of
compensation to its employees in accordance with the
provisions of Labor Code Section 3700.

iii) Travel and Subsistence Payments
Travel and subsistence payments shall be paid to each
worker needed to execute the work, as such travel and
subsistence payments are defined in the applicable
collective bargaining agreements filed in accordance with
Labor Code Section 1773.8.

iv) Apprentices
Special attention is directed to Sections 1777.5, 1777.6,
and 1777.7 of the California Labor Code and Title 8,
California Administrative Code Section 200 et seq. Each
Contractor and/or subcontractor must, prior to
commencement of the public works Contractor/purchase
order, contact the Division of Apprenticeship Standards,
525 Golden Gate Avenue, San Francisco, CA, or one of
its branch offices to insure compliance and complete
understanding of the law regarding apprentices
specifically the required ratio thereunder. Responsibility
for compliance with this section lies with the prime
Contractor.

v) Payroll
The Contractor shall keep an accurate payroll record
showing the name, social security account, and work
classification specific and straight time and overtime
hours worked by each employee. A certified copy of the
employee’s payroll record shall be available for
inspection as specified in section 1776 of the California
Labor Code.

63. CMAS -- TERMINATION OF CMAS CONTRACT:

a) The State may terminate this CMAS Contract at any time
upon 30 days prior written notice.

b) If the Contractor's GSA Multiple Award Schedule is
terminated within the term of the California Multiple Award
Schedule, the California schedule shall also be considered
terminated on the same date.

c) Upon termination or other expiration of this Contract, each
party will assist the other party in orderly termination of the
Contract and the transfer of all assets, tangible and
intangible, as may facilitate the orderly, nondisrupted
business continuation of each party.

d) Prior to the expiration of this Contract, this Contract may be
terminated for the convenience of both parties by mutual
consent.

e) This provision shall not relieve the Contractor of the
obligation to perform under any purchase order or other
similar ordering document executed prior to the termination
becoming effective.

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GENERAL PROVISIONS – INFORMATION TECHNOLOGY Page 12 of 23
64. CMAS – CONTRACT AMOUNT: There is no guarantee of minimum purchase of Contractor’s products or services by the State.

65. CMAS – Debarment Certification (Federally Funded Contracts): When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

66. CMAS – PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT: All Contracts (including individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:
   a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
   b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
   c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

67. CMAS – CONFLICT OF INTEREST:
   a) Current State Employees (Public Contract Code Section 10410):
      i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
      ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.

   b) Former State Employees (Public Contract Code Section 10411):
      i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
      ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

68. CMAS – SUBCONTRACTING REQUIREMENTS: Any subcontractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract/purchase order, and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract/purchase order, as applicable.

69. CMAS – RENTAL AGREEMENTS:

   The State does not agree to:
   - Indemnify a Contractor;
   - Assume responsibility for matters beyond its control;
   - Agree to make payments in advance;
   - Accept any other provision creating a contingent liability against the State; or
   - Agree to obtain insurance to protect the Contractor.

   The State’s responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

   If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

   Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

70. CMAS – LEASE (Lease $Mart ™): If an agency desires to lease through Lease $Mart ™, the Contractor agrees to sell to lessee the assets at the same price as they agree to sell to the State.

71. CMAS – PROGRESS PAYMENTS & RISK ASSESSMENT: In accordance with PCC 12112 agencies are required to withhold not less than 10 percent of the Contract price until final delivery and acceptance of the Goods or services, for any Contract that provides for progress payments in a Contract for IT Goods or services to be manufactured or performed by a Contractor especially for the State and not suitable for sale to others in the ordinary course of the Contractor’s business.

   Interim Risk Assessment guidelines and financial protection measures are detailed in PCC 12112 for agencies to use to determine their applicability to agency projects.

72. CMAS – QUARTERLY REPORTS: Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.

73. CMAS – CONTRACTOR EVALUATION: In accordance with PCC 10367 and 10369, performance of the Contractor under orders issued against this Contract will be evaluated. The ordering agency shall complete a written evaluation, and if the Contractor did not satisfactorily perform the work specified, a copy of the evaluation will be sent to the DGS, Office of Legal Services.
1 Liquidated Damages
   a. General
      In the event that the Contractor fails to deliver in accordance with the Contract requirements, the parties agree that the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the Statement of Work, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.
   b. Timing of Delivery
      i. Contractor will be liable for any liquidated damages for late performance (including late delivery) specified in the Statement of Work if Contractor fails to provide any subject service or deliver any subject Deliverable, ready for use in substantial conformance with its specifications, on or before the Delivery Dates in the Statement of Work. Unless otherwise specified in the Statement of Work: (A) such liquidated damages will stand in lieu of all other damages for such late performance or nonperformance; and (B) if the Contractor fails to provide a software Deliverable listed in the Statement of Work by the specified Delivery Date, but provides suitable substitution of software acceptable to the State, liquidated damages shall not apply to the listed Software Deliverable.
      ii. The State will pay additional monetary compensation for early performance to the extent specifically called for in the Statement of Work.

2 Title to Equipment
   Unless otherwise specified in the Statement of Work, title to the Equipment shall remain in the Contractor and assigns, if any, until such time as successful acceptance testing has been achieved. Title to a special feature installed on a Machine and for which only a single installation charge was paid shall pass to the State at no additional charge, together with title to the Machine on which it was installed.

3 Price Decline (Applicable to Third Party Contractors)
   Prices quoted shall be the maximum for the Contract period subject to any price escalation provisions reflected in the Statement of Work. However, should a price decline be announced by the manufacturer after Contract award, but prior to a third party Contractor taking title to the Equipment, and should the third party Contractor be the recipient of this manufacturer's price decline, it shall be passed on in total to the State by the third party Contractor. Any interest, finance, or other charges based on the Contract price will be recomputed using the original offer rates and the differences will also be passed to the State in total.

4 Price Decline (Applicable to Manufacturers)
   Prices quoted shall be the maximum for the Contract period subject to any price escalation provisions reflected in the Statement of Work. However, should a price decline be announced by the manufacturer after Contract award, but prior to the State taking title to the Equipment, it shall be passed on in total to the State by the manufacturer. Any interest, finance, or other charges based on the Contract price will be recomputed using the original offer rates and the differences will also be passed to the State in total.
CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)  
INFORMATION TECHNOLOGY  
MAINTENANCE SPECIAL PROVISIONS

TO BE USED WITH THE GENERAL PROVISIONS – IT.  
DEVELOP AND INCLUDE A STATEMENT OF WORK.

The following terms and conditions are superseded and replaced by any alternate or inconsistent terms and conditions in the Statement of Work.

1 Maintenance of Equipment

The Contractor is responsible under this Contract to maintain the Equipment identified in the Statement of Work. The Contractor shall keep the Equipment in good operating condition and shall always be responsive to the maintenance requirements of the State. Equipment maintenance shall be provided in accordance with this Contract, with the maintenance charges, Period of Maintenance Coverage, locations, etc. listed in the Statement of Work.

2 Exclusions

   a. Maintenance service does not include:

   1) Electrical work external to the Machines or maintenance of accessories, alterations, Attachments, or other devices not listed in the Statement of Work.

   2) Repair of damage or increase in service time caused by: accident; disaster, which shall include, but not be limited to, fire, flood, water, wind, and lightning; transportation; neglect, misuse, fault or negligence of the State; and alterations, which shall include, but not be limited to, any deviation from Contractor's physical, mechanical, or electrical Machine design, and Attachments.

   3) Repair of damage or increase in service time resulting from failure to provide a suitable installation environment with all facilities prescribed by the appropriate Contractor Installation Manual–Physical Planning (including, but not limited to, failure of, or failure to provide adequate electrical power, air conditioning or humidity control).

   4) Repair of damage or increase in service time attributable to the use of the Machines for other than the data processing purpose for which it was acquired.

   5) Furnishing platen, supplies or accessories; painting or refinishing the Machines or furnishing material therefore; inspecting Machines altered by other than Contractor; making specification changes or performing services connected with the relocation of Machines; or adding or removing accessories, Attachments or other devices.

   6) Such service which is impractical for Contractor to render because of alterations or connection by mechanical or electrical means to another Machine.

   7) Repair of damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by the use of supplies or materials not meeting Contractor's specifications for such supplies or materials.

   8) Repair of damage or increase in service time caused by conversion from one Contractor model to another or the installation or removal of a Contractor feature whenever any of the foregoing was performed by other than the Contractor.

   9) Repair or maintenance by Contractor that is required to restore Equipment to proper operating condition after any person other than Contractor's employee had performed maintenance or otherwise repaired an item of Equipment.

   b. The Contractor may be required to perform repair or maintenance on excluded items in paragraph a, above. An additional charge for such repair or maintenance shall be at the established Contract rates in the Statement of Work, or if not stated, be at Contractor's applicable time and material rates and terms then in effect. The procedures for authorization of such maintenance may be the same as those for Remedial Maintenance outside of the Principle Period of Maintenance.

3 Responsibilities of the Contractor

   a. This maintenance service includes the following and may be further described in the Statement of Work:

   1) Scheduled preventive maintenance based upon the specific needs of the individual Machines as determined by manufacturer.

   2) Unscheduled, on-call Remedial Maintenance. Such maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by the Contractor.

   b. Maintenance parts will be furnished by Contractor and will be new or equivalent to new in performance when used in these Machines. Replaced maintenance parts become the property of the Contractor.

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c. Preventive maintenance shall be performed on a schedule which is mutually acceptable to the State and the Contractor, which is consistent with the State's operating requirements, and which is based upon the specific needs of the Equipment as determined by the manufacturer. Such schedules shall be in writing and shall specify the frequency and duration of preventive maintenance for the Equipment in the Statement of Work.

d. Remedial Maintenance shall be commenced promptly after notification by an authorized State representative that Equipment and/or software is inoperative.

4 Responsibilities of the State

a. The State shall provide an appropriate operating environment, including temperature, humidity, and electrical power, in accordance with the environmental requirements contained in the Contractor's published specifications for the Equipment listed on the Statement of Work.

b. Unless mutually agreed to by the Contractor and the State, State personnel will not perform maintenance or attempt repairs to the Equipment while such Equipment is governed by the terms of this Contract.

c. Subject to the State's security regulations, the Contractor shall have full and free access to the Machines to provide service thereon.

5 Maintenance Coverage

a. Period of Maintenance Coverage:

1) The State may select a period or periods of maintenance coverage, as stated in the Statement of Work, in accordance with the following:

   (a) A minimum monthly maintenance charge entitles the State to maintenance coverage during the Principal Period of Maintenance.

   (b) The State may select in lieu of the hours available for the minimum monthly maintenance charge, one or more of the optional periods of maintenance coverage for an additional charge as shown in the Statement of Work.

2) The hours of maintenance coverage for a Machine on Monday through Friday shall be the same each day, and the hours on Saturday and Sunday shall be the same hours on all Saturdays or Sundays. All Machines covered under this Contract must have a simultaneous span of time within the selected periods of maintenance coverage, at least equal to the shortest period offered for any Machine in the system.

3) The State may change its selected Period of Maintenance Coverage by giving Contractor fifteen (15) days prior written notice.

b. Preventive Maintenance (scheduled)

Preventive maintenance can either be performed within or outside of the Principal Period of Maintenance (PPM). An additional charge may be made for Preventive Maintenance to be performed outside of the PPM, as set forth in the Statement of Work. No additional charge shall be made for Preventive Maintenance that is to be performed within the PPM.

c. Remedial Maintenance (unscheduled)

1) Remedial Maintenance shall be performed after notification by authorized State personnel that the Equipment is malfunctioning.

2) The Contractor shall provide the State with a designated point of contact and will Initiate the Remedial Maintenance.

3) There shall be no additional maintenance charges for:

   (a) Remedial Maintenance during the Period of Maintenance Coverage unless the Remedial Maintenance is due to the fault or negligence of the State.

   (b) Time spent by maintenance personnel after arrival at the site awaiting the arrival of additional maintenance personnel and/or delivery of parts, etc., after a service call has been commenced.
(c) Remedial Maintenance required because the scheduled preventive maintenance preceding the malfunction had not been performed, unless the State had failed to provide access to the Equipment.

(d) For time of delay beyond the PPM, Contractor shall continue to perform maintenance for the same amount of time outside the covered period without additional charge to the State.

(e) The first hour of work performed when Remedial Maintenance service is requested during the covered period of maintenance and the actual work is begun outside such period.

6 Maintenance Charges

a. The monthly maintenance charges described include all maintenance costs, and the State will pay no additional charges unless specifically set forth in this Contract. Maintenance rates shall be firm for the Contract period subject to any maximum annual maintenance escalation as set forth in the Statement of Work.

b. Maintenance charges for fractions of a calendar month shall be computed at the rate of 1/30 of the applicable Total Monthly Maintenance Charge, for each day maintenance was provided.

c. There will be no charge for travel expense associated with maintenance service or programming service under this Contract except that actual travel expenses will be charged in those instances where the site at which the Machine is located is not normally accessible by private automobile or scheduled public transportation.

d. All maintenance and other service activities (including but not limited to activities relating to pre-installation planning, inspections, relocation of Machines, engineering changes and altered programming) which may be made available by Contractor to the State at no additional charge or at Contractor's then applicable time and material charges, in connection with any Machines or programming supplied under this Contract, shall be subject to the terms and conditions of this Contract, unless such activities are provided under another written agreement signed by the State and the Contractor.

7 Maintenance Credit for Inoperative Machines

The Contractor shall grant a proportionate maintenance credit on a Machine shown in the Statement of Work when the Machine is inoperative for consecutive scheduled work periods totaling 24 hours from the time the State notifies the Contractor that the Machine was inoperative, provided (1) the Machine became inoperative through no fault of the State, and (2) the breakdown was attributable to Equipment Failure. The credits to be granted by the Contractor to the State shall be as reflected in the Statement of Work.

8 Engineering Changes

Engineering changes, determined applicable by Contractor, will be controlled and installed by Contractor on Equipment covered by this Contract. The State may elect to have only mandatory changes, as determined by Contractor, installed on Machines so designated. A written notice of this election must be provided to the Contractor for confirmation. There shall be no charge for engineering changes made. Any Contractor-initiated change shall be installed at a time mutually agreeable to the State and the Contractor. Contractor reserves the right to charge at its then current time and material rates, for additional service time and materials required due to noninstallation of applicable engineering changes after Contractor has made a reasonable effort to secure time to install such changes.

9 Relocation of Equipment

a. In the event the Equipment being maintained under the terms and conditions of this Contract is moved to another location within the State of California, the Contractor shall continue to maintain the Equipment at the new location.

b. The charges of the Contractor to dismantle and pack the Equipment and installation at the new location shall be at the rates set forth in the Statement of Work. The State agrees to pay all costs incidental to any move, including costs for packing, crating, rigging, transportation, unpacking, uncrating, insurance, installation, and State and local sales tax, if any.

c. If Contractor is responsible for the move, no re-certification charges to confirm continued maintenance eligibility will be applicable. If the move is conducted by other than Contractor, State agrees to pay re-certification charges to Contractor at rates set forth in the Statement of Work.

10 Termination

Notwithstanding the Termination for Convenience provisions contained in the General Provisions, upon thirty (30) days' written notification to the Contractor, State may terminate, at no cost to the State, maintenance for all or any portion of the Equipment identified in the Statement of Work.
CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
INFORMATION TECHNOLOGY
SOFTWARE SPECIAL PROVISIONS

TO BE USED WITH THE GENERAL PROVISIONS – IT.
DEVELOP AND INCLUDE A STATEMENT OF WORK.

1 License Grant
   a. Contractor hereby grants to the State and the State accepts from Contractor, subject to the terms and conditions of this Contract, a non-exclusive, non-transferable license to use the Software Products listed in Statement of Work of this Contract (hereinafter referred to as "Software Products").
   b. State may use the Software Products in the conduct of its own business, and any division thereof.
   c. The license granted above authorizes the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machine-readable form, on any other State CPU until the designated CPU is returned to operation.
   d. By prior written notice, the State may redesignate the CPU in which the Software Products are to be used. The redesignation will be effective upon the date specified in the notice of redesignation.

2 Encryption/CPU ID Authorization Codes
   a. When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the Contractor will provide all codes to the State with delivery of the Software.
   b. In case of an inoperative CPU as defined in paragraph 1c. above, Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.
   c. When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as a permanent code is assigned.

3 Fees and Charges
   Upon acceptance of Software by State, in accordance with Paragraphs 5 herein and the Statement of Work, State will pay the license fee or recurring charge for the Software Products as set forth in Statement of Work. Charges will commence on the Acceptance Date as established in the Statement of Work. The Contractor shall render invoices for recurring charges or single charges in the month following the month in which the charges accrue.

4 Maintenance
   The following terms and conditions are superseded and replaced by any alternate or inconsistent terms and conditions in the Statement of Work.
   a. The correction of any residual errors in any Software Product that may be discovered by Contractor or by the State will be considered maintenance. Such maintenance will be performed by Contractor without additional charge for the duration of this Contract. Suspected errors discovered by the State in the Software Products will be handled by the following procedures:
      1) A listing of the output and a copy of the identical input data in machine-readable form will be submitted to Contractor along with a completed copy of the appropriate Contractor information form and, if appropriate, a listing of the contents of the memory of the CPU at the time the error condition was noted.
      2) Errors in the Software Product as verified by Contractor will be corrected by providing a new copy of said Software Product (or of the affected portion) in machine-readable form.
      3) The Contractor shall attempt to correct Software Product errors within a reasonable time.
   b. Contractor will be available to assist the State in isolating and correcting error conditions caused by the State's particular Hardware or Operating System at rates in accordance with the Statement of Work.
CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
INFORMATION TECHNOLOGY
SOFTWARE SPECIAL PROVISIONS

C. If Contractor is called upon by State to correct an error caused by State’s negligence, modification by State, State supplied data, Machine or operator failure, or due to any other cause not inherent in the original Software Products, Contractor reserves the right to charge State for such service on a time and material basis, or rates in accordance with the Statement of Work.

5 Acceptance of Software

a. Commercial Software. Acceptance of Commercial Software will be governed by the terms and conditions of the license agreement governing such Software.

b. Custom Software. "Custom Software" is Software that does not meet the definition of Commercial Software. Unless otherwise provided in the Statement of Work, acceptance procedures for Custom Software will be as set forth in this subsection (b). The State shall be deemed to have accepted each Custom Software Product (i) upon its issuance of written notice of such acceptance or (ii) sixty (60) days after the Installation Date, unless at or before that time the State gives Contractor written notice of rejection (collectively, "Acceptance"). No payment for Custom Software will be due before Acceptance thereof, except to the extent required by progress payment terms in the Statement of Work. Any notice of rejection will explain how the Custom Software Product fails to substantially conform to the functional and performance specifications of this Contract. Contractor will, upon receipt of such notice, investigate the reported deficiency and exercise reasonable best efforts to remedy it promptly. The State, in its sole discretion, will have the option to re-perform the acceptance test. If the Contractor is unable to remedy the deficiency within sixty (60) days of notice of rejection, the State shall have the option of accepting substitute Software, terminating for default the portion of the Contract that relates to such Custom Software, or terminating this Contract in its entirety for default.

6 Right To Copy or Modify

a. Any Software Product provided by Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any one time without prior written consent from Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.

b. The State agrees to keep any such copies and the original at a mutually designated State location, except that the State may transport or transmit a copy of the original of any Software Product to another State location for backup use when required by CPU malfunction; provided the copy or the original is destroyed or returned to the designated location when the malfunction is corrected.

c. The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material; provided that nothing in this Subsection (c) will be construed to contradict the terms of any separate applicable third party license agreement. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of this Contract.

7 Future Releases

Unless otherwise specifically provided in this Contract, the Statement of Work, or an applicable purchase order, if improved versions of any Software Product are developed by Contractor, and are made available to other licensees, they will be made available to the State at the State's option at a price no greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.
TO BE USED WITH THE GENERAL PROVISIONS – IT.
DEVELOP AND INCLUDE A STATEMENT OF WORK.

1 Contract Type

   a. Unless otherwise specified, the Statement of Work shall define and authorize work on a Fixed Price basis, with a guarantee of task completion.

   b. To the extent that additional work not foreseen at the time this Contract is executed must be accomplished, Work Authorizations, as described in the Statement of Work, will be the means for defining and authorizing such work on a Labor Hour basis.

2 Personnel

   a. Contractor personnel shall perform their duties on the premises of the State, during the State’s regular work days and normal work hours, except as may be specifically agreed to otherwise by the State.

   b. The State reserves the right to disapprove the continuing assignment of Contractor personnel provided to the State under this Contract. If the State exercises this right, and the Contractor cannot immediately replace the disapproved personnel, the parties agree to proceed with any equitable adjustment in schedule or other terms that may be affected thereby.

   c. The Contractor will make every effort consistent with sound business practices to honor the specific requests of the State with regard to assignment of its employees; however the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor’s control, the Contractor will make every reasonable effort to provide suitable substitute personnel.

   d. In recognition of the fact that Contractor personnel providing services under this Contract may perform similar services from time to time for others, this Contract shall not prevent Contractor from performing such similar services or restrict Contractor from using the personnel provided to the State under this Contract, providing that such use does not conflict with the performance of services under this Contract.

3 Responsibilities of the State

   a. The State shall provide normal office working facilities and Equipment reasonably necessary for Contractor performance under this Contract. Any special requirements (e.g., reprographic services, computer time, key data entry, etc.) shall be identified in the Statement of Work.

   b. The State is responsible for providing required information, data, documentation, and test data to facilitate the Contractor’s performance of the work, and will provide such additional assistance and services as is specifically set forth in the Statement of Work.

   c. The Contractor will not be responsible for any delay, cost increase, or other consequence to the extent that it is caused by the State’s failure to fulfill responsibilities set forth herein. In the event of any claim for equitable adjustment to price, schedule, or both, the parties will negotiate in good faith regarding execution of a Contract amendment. Should the Contractor determine that a delay exists or is probable due to a failure of the State, the Contractor will promptly notify the State in writing.

4 Unanticipated Tasks

   a. In the event that additional work must be performed which was wholly unanticipated and is not specified in the Statement of Work, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, the procedures outlined in this Section will be employed.

   b. For each item of unanticipated work not specified in the Statement of Work, a Work Authorization will be prepared in accordance with the sample attached as Exhibit A.

   c. It is understood and agreed by both parties to this Contract that all of the terms and conditions of this Contract shall remain in force with the inclusion of any such Work Authorization. Such Work Authorization shall in no way constitute a Contract other than as provided pursuant to this Contract nor in any way amend or supersede any of the other provisions of this Contract.
d. Each Work Authorization shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by the Contractor, the job classification or approximate skill level of the personnel to be made available by the Contractor, an identification of all significant material to be developed by the Contractor and delivered to the State, an identification of all significant materials to be delivered by the State to the Contractor, an estimated time schedule for the provisions of these services by the Contractor, completion criteria for the work to be performed, the name or identification of the Contractor personnel to be assigned, the Contractor's estimated work hours required to accomplish the purpose, objective or goals, the Contractor's billing rates per work hour, and the Contractor's estimated total cost of the Work Authorization.

e. All Work Authorizations must be in writing prior to beginning work and signed by the Contractor and the State.

f. The State has the right to require the Contractor to stop or suspend work on any Work Authorization pursuant to the "Stop Work" provision of the General Provisions.

g. Personnel resources will not be expended (at a cost to the State) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:

1) If, in the performance of the work, the Contractor determines that a Work Authorization to be performed under this Contract cannot be accomplished within the estimated work hours, the Contractor will immediately notify the State in writing of the Contractor's estimate of the work hours which will be required to complete the Work Authorization in full. Upon receipt of such notification, the State may:

   a. Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization not unreasonably to be withheld), or

   b. Terminate the Work Authorization, or

   c. Alter the scope of the Work Authorization in order to define tasks that can be accomplished within the remaining estimated work hours.

2) The State will notify the Contractor in writing of its election within seven (7) calendar days after receipt of the Contractor's notification. If notice of the election is given to proceed, the Contractor may expend the estimated additional work hours or services. The State agrees to reimburse the Contractor for such additional work hours.

5 Invoicing and Payment for Services

a. During the execution of each Milestone (as set forth in the Statement of Work) which involves the delivery to the State of identified Deliverables, the Contractor may submit periodically to the State invoices reflecting a pro-rata cost of the Milestones, determined on the basis of the lesser of either:

   1) The number of Deliverables provided to the State divided by the total number of Deliverables required to be delivered to the State, less a ten percent (10%) withholding, less any amounts previously invoiced; or

   2) The number of work-hours expended by the Contractor in the performance of the task divided by the number of work hours scheduled for the task, less a ten percent (10%) withholding, less any amounts previously invoiced; provided that the Statement of Work may specify a withholding of more than ten percent (10%).

b. For those Milestones which do not involve delivery to the State of identified Deliverables, but which are of a continuing nature, the Contractor may submit invoices reflecting a pro-rata cost of the Milestone, less a ten percent (10%) withholding, less any amount previously invoiced. Actual progress payment amounts for such Milestones must be based on at least equivalent services rendered, and to the extent practicable, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices.

c. Upon completion of a Milestone in accordance with the acceptance criteria set forth herein, the full charge for such Milestone, less amounts previously invoiced to the State, may be submitted for payment. Nothing herein will be construed to waive or contradict any requirement of California Public Contract Code Section 12112 or any similar or successor provision.

d. In the event that work not specified in the Statement of Work is performed with the State's written consent, invoices for services as reflected on Work Authorizations will be submitted to the State for payment. In no event shall the total amount paid for such work exceed ten percent (10%) of the value of personal services anticipated by this Contract.

e. Invoices prepared in accordance with this provision will not be submitted more frequently than monthly to the State.
f. In the aggregate, invoices reflecting progress payments will not exceed ninety percent (90%) of the ceiling amount of the Contract, with the balance to be invoiced upon completion of the Contract, in accordance with the acceptance criteria set forth herein.

g. In the event of a conflict between the terms of this Section 5 and those of the Section of this Contract entitled "Acceptance of Software," the latter will govern.

6 Contractor Evaluation

In accordance with the California Government Code, Contractor performance evaluation will be completed within the guidelines of the State Contracting Manual Volume 1, Section 3.02.5. The State Contracting agency, upon Contract completion, will complete and forward the Contractor evaluation to the Department of General Services.

7 Conflict of Interest

During the performance of this Contract, should the Contractor become aware of a financial conflict of interest that may foreseeably allow an individual or organization involved in this Contract to materially benefit from the State's adoption of an action(s) recommended as a result of this Contract, the Contractor must inform the State in writing within 10 working days. If, in the State's judgment, the financial interest will jeopardize the objectivity of the recommendations, the State shall have the option of terminating the Contract.

Failure to disclose a relevant financial interest on the part of the Contractor will be deemed grounds for termination of the Contract with all associated costs to be borne by the Contractor and, in addition, the Contractor may be excluded from participating in the State's bid processes for a period of up to 360 calendar days in accordance with Public Contract Code section 12102(g).
EXHIBIT A

WORK AUTHORIZATION

SAMPLE

TITLE: 70/752 Output Formatter

Task Summary:

Develop program to format and print simulated 70/752 displays using a sequential data set as input.

Schedule Dates:

Start Date: April 2, 2007
Completion Date: April 30, 2007

<table>
<thead>
<tr>
<th>Estimated Labor-Hours</th>
<th>Labor-Hour Rate</th>
<th>Estimated Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>$90.00</td>
<td>$9,000.00</td>
</tr>
</tbody>
</table>

Contractor Personnel to Be Assigned: Jane Doe

Job Classification/Skill Level: Staff Programmer Analyst

Completion Criteria:

Acceptance of program by the State.

This task will be performed in accordance with this Work Authorization and the provisions of Contract No. ____________.

Approval

_________________________  ___________________________
Contract Project Manager  State Project Manager
AGENDA ITEM BACKGROUND

<table>
<thead>
<tr>
<th>TO: BOARD OF TRUSTEES</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FROM: PRESIDENT</td>
<td>March 28, 2013</td>
</tr>
<tr>
<td>SUBJECT: Contract for Tecnifice by Tu Technology, EWD Statewide Initiative Grant</td>
<td>ATTACHMENT(S)</td>
</tr>
<tr>
<td>REASON FOR BOARD CONSIDERATION</td>
<td>ITEM NUMBER</td>
</tr>
<tr>
<td>□ ACTION □ CONSENT □ FIRST READING</td>
<td>6.1-g</td>
</tr>
<tr>
<td>□ INFORMATION □ REPORTS</td>
<td>3 pages</td>
</tr>
</tbody>
</table>

BACKGROUND:

The statewide EWD iima4biz Initiative hosted by SBCC is completing its grant projects for the 2012-13 year.

This contract is for the non-profit Tu Technology to conduct two one-day events called Tecnifice, one held at SBCC and the other at Riverside Community College. Tecnifice is a free full day Saturday Spanish language conference geared towards the Spanish speaking small business community and covers the business uses of social media, new media, interactive Internet and mobile applications. These events will be produce into a one hour modular video workshop on the use of the internet for work and business in Spanish to be presented on the iima4biz website and used throughout the CCC system. The focus of the event is on taking the steps necessary to “technologize” a small business.

The video that Tu Technology will produce is to be modeled off the Social Media Management Workshop produced by iima4biz in English that has drawn over 2000 visitors and is used by 10 CCC classes. The video in Spanish will be placed online for free (with viewers’ measurements in place) and provided to the CCC system and SBDC’s at large for use with Spanish dominant learners. Based upon announcement of the completed video at the Tecnifice with news coverage, we anticipate significant viewership and workforce impact.

Approving this contract will allow the work to be completed in a timely manner.

RECOMMENDATION:

It is recommended the Board of Trustees approve the Contract for Tecnifice by Tu Technology.

Administrator Initiating Item: Diane Hollems, Dean Educational Programs

Approved by: Joseph Sullivan, Vice President Business Services
AGREEMENT WITH AN INDEPENDENT CONTRACTOR

Agreement is entered into this 4 day of March, 2013
by and between SANTA BARBARA CITY COLLEGE (hereinafter referred to as the College) and
Tu Tecnologia (hereinafter referred to as the Contractor)

Address of Contractor 753 NE 2nd Street Suite #415 Miami FL 33132

Social Security Number
(If applicable)

Federal Employer Identification Number 37-2151461
(If applicable)

Contractor is authorized by ___________________________ in accordance with federal and state laws to perform services as described and Agreement shall be in effect from Mar 29, 2013 to June 28, 2013

General Conditions

Services to be performed: In consideration of the payments as described, Contractor shall perform services for the College as set forth below. Include a narrative description of any materials, reports, surveys, etc., that are to be furnished. Include the expected time frame in which the services are to be performed. Attach additional pages, if needed.

Tu Tecnologia will be coordinating the Tecnificate workshop series in collaboration with the California Community Colleges and the EWD. Currently targeting Riverside, Santa Barbara and Rancho Santiago Community Colleges. Tecnificate is a one day Spanish language workshop that targets small business owners and engages them to leverage technology and digital tools to better market their businesses, embrace mobile technologies and bridge the digital divide. Our participation includes but is not limited to recruiting, coordinating and mentoring panelists and potential speakers, graphic and web design, email and social media marketing, media relations and outreach, sponsorship outreach, creative and signage development, event coordination and logistics. First 2013 Tecnificate event scheduled for 4/27/13 in Riverside, CA.

In addition to the Tecnificate workshop series, Tu Tecnologia will also be developing a Spanish language online Social Media Management workshop with approximately 10 3-10 minute modules totaling one hour in length, creating a free classroom asset where small business owners can learn about the many digital apps and website resources at their disposal. Beginning with evaluating their current web strategy to learning important skills ranging from how to establish an online presence to how to market your business online. to fostering brand conversation and creating community within social media channels like Facebook and Twitter. Target workshop deadline 4/28/13.

1 - Agreement with Independent Contractor
2 Payments in consideration of the services and materials needed in order to perform as noted in paragraph 1 College shall pay an amount not to exceed $357,000, to Contractor during term of this Agreement. Payment of the aforesaid sum shall be made in the following manner.

3 Relationship of the parties.
It is understood that this is an Agreement by and between Contractor and College and is not intended to, and shall not be construed to create the relationship of agent, employee, partnership, joint venture or association or any other relationship whatsoever.

4 Terms and duties:
The College retains the Contractor and the Contractor agrees to work for the College on the terms and conditions stated herein. The Agreement will be for the length of time set forth above, unless earlier terminated as set forth later in this Agreement. The Contractor shall perform those tasks (the “services”) according to the services agreed to above.

It is understood that if additional tasks are required from either the College or the Contractor, they shall be set forth in writing, indicating the specific work to be accomplished, the approximate period of time over which performance will be completed, and the additional compensation to be paid for the services, if any.

5 Compensation:
As full compensation for the performance of the services and any other obligations set forth, as noted in #2 above, the College will pay the Contractor that amount. The amount will be payable at the times and upon the completion of the services as set forth above.

6 Confidentiality:
The Contractor agrees to keep confidential and not to disclose or make any unauthorized use of any confidential information, knowledge, data or other information of the College of any subject matter pertaining to any business of the College or any of the College’s clients, customers, consultants, licensees or affiliates. Such confidentiality shall survive the termination of this Agreement and will only be relieved by written consent of the College.

7 Nonassignability:
The Contractor shall not assign performance under this Agreement without notification and agreement from the College, unless it is so set forth in this Agreement. The Contractor further agrees that, as an independent contractor, each of his/her employees and/or contractors, if any, who perform any of the services noted in this Agreement, will have executed an agreement with the Contractor in a form similar to this one.

8 Employment taxes and benefits insurance:
Wages: The Contractor acknowledges and agrees that he/she will be solely responsible for paying all salaries, wages, benefits and other compensation which the Contractor’s employees or contractors may be entitled to receive in connection with performing services; paying all travel, lodging and other expenses, unless otherwise provided above; withholding and paying all applicable payroll taxes and contributions, including, without limitation, federal, state and local income taxes, FICA, FUTA, and state unemployment, workers’ compensation and disability insurance.
Insurance: The Contractor shall maintain workers' compensation insurance, state disability insurance, sufficient comprehensive general liability insurance and other such insurance as the College may reasonably request. The Contractor agrees to hold the College harmless from any damage or injuries which may occur to persons or property as a result of Contractor's activities pursuant to this Agreement and, if required, shall provide a certificate of insurance naming the College as additional insured.

9. No continuation of services:
Nothing contained herein will confer upon the Contractor any right to continue to render services to the College, or to become employed by the College.

10. Attorney fees:
If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which prevailing party may be entitled.

11. Governing law:
This Agreement and any of its terms or provisions shall be governed by and construed in accordance with the laws of the State of California.

12. Termination:
Either party may terminate the Agreement should either party fail to perform the covenants herein contained at the time and manner specified herein. Either party may terminate this Agreement for its convenience upon thirty (30) days written notice to the other if there is no outstanding project assignment.

IN WITNESS WHEREOF, the College and the contractor have signed this Agreement as of the date written below.

SANTA BARBARA CITY COLLEGE

By: ____________________________
(Print Name)
Title: ____________________________
Date: ____________________________

CONTRACTOR

By: ____________________________
(Print Name)
CEO: ____________________________
Title: ____________________________
Date: __March 4, 2013________

3 – Agreement with Independent Contractor
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Amendment of Professional Services Agreement - DLR Group

REASON FOR BOARD CONSIDERATION
☐ ACTION ☒ CONSENT ☐ FIRST READING
☐ INFORMATION ☐ REPORTS

ITEM NUMBER
6.1-h

DATE
March 28, 2013

ATTACHMENT(S)
2 pages

BACKGROUND:

In order to approve permitting for the Humanities Building Modernization project, the California Coastal Commission (CCC) is requiring changes in the scope of the project. This has resulted in the need for additional architectural services to prepare modified project documents, coordinate with sub-consultants and environmental consultant, and obtain DSA approval for revisions to the project. In response, the Architect of Record, DLR Group, has submitted their fee proposal for $25,620.30 to provide these services.

RECOMMENDATION:

It is recommended the Board of Trustees approve the amendment of Professional Services Agreement with DLR Group for $25,620.30 for the Humanities Building Modernization project.

Administrator Initiating Item: Julie Hendricks, Director - Facilities & Operations, Campus Development

Approved by: Joseph Sullivan, Vice President, Business Services
February 11, 2013

Ms. Julie Hendricks, AIA, LEED AP BD+C
Director of Facilities and Campus Development
Facilities Operations Department
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109
hendrick@sbcc.edu

Re: Proposal for Additional Services No. 7
Santa Barbara City College - Humanities Building Modernization
DLR Group Project No. 75-10201-02

Dear Ms. Hendricks:

We appreciate the opportunity to provide Santa Barbara City College with additional services that will include Architectural and Consulting Engineering Services for the above referenced project.

1.0 Project Description

1.1 Additional Services as described below.

2.0 Scope of Services

2.1 Scope of Service provided for Phase I:
Preparation of new set of plans for the California Coastal Commission (CCC) Submittal:

- Complete expedited required set of drawings for CCC meeting and plan approvals by modifying the entire existing site, landscape & civil drawings.
- Attended meetings and conference calls to coordinate with David Stone.
- Coordination with Civil & Landscape consultant.

The following is our fee breakdown for item 2.1 above:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural fee</td>
<td>$4,500.00</td>
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<tr>
<td>Civil</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Landscape</td>
<td>$3,265.00</td>
</tr>
<tr>
<td>Administrative Mark up (10%)</td>
<td>$826.50</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$13,591.50</strong></td>
</tr>
</tbody>
</table>
2.2 Scope of Service provided for Phase II:
   1. After preparation of phase I documents, per your request we prepared a new set of plans for California Coastal Commission (CCC) approval on existing storages and outdoor art work shop area, which includes the following:
      - New site plans.
      - New floor plans.
      - New building elevations.
      - New building sections.
      - Complete expedited required set of drawings for CCC meeting and plan approvals.
   2. Preparation of plans and calculations for DSA Construction Change Directive (CCD), which will include the following:
      - Attending meetings and conference calls to coordinate with DUDEK, David Stone.
      - Coordination with Structural consultant.
      - Preparation of new drawings and calculations for DSA approval.

The following is our fee breakdown for Item 2.2 above:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural Fee</td>
<td>$8,500.00</td>
</tr>
<tr>
<td>Structural</td>
<td>$3,208.00</td>
</tr>
<tr>
<td>Administrative Mark up (10%)</td>
<td>$320.80</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$12,028.80</strong></td>
</tr>
</tbody>
</table>

| Item 2.1                           | $13,591.50 |
| Item 2.2                           | $12,028.80  |
| **GRAND TOTAL**                    | **$25,620.30** |

The above fees represent our understanding of the project at this time. Please review this proposal and call me should you have any questions or require additional information.

Very truly yours,
DLR Group

[Signature]

Kaveh Amirkhan, AIA, LEED AP
Principal

cc: AC, File

AGREED AND ACCEPTED:
SANTA BARBARA CITY COLLEGE

Signature _____________________________
Name _________________________________
Date _________________________________
BACKGROUND:

Under the provision of Education Code Sections §85200 and §85210, approval of the attached resolution for budget transfers between major objects is requested by the Board of Trustees. A budget transfer between major objects does not increase the overall expenditures of the adopted budget. These are routine budget adjustments to allow those with budgetary responsibility to reallocate funds to meet the changing fiscal needs in their area of responsibility.

RECOMMENDATION:

It is recommended the Board of Trustees approve Resolution No. 36 (2012-13) for budget transfers between major objects.

Administrator Initiating Item: Lucinda Young, Interim Controller

Approved by: Joseph E. Sullivan, Vice President Business Services
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Re: BUDGET TRANSFERS BETWEEN MAJOR OBJECTS - FISCAL YEAR 2012-13

WHEREAS, the Santa Barbara City College District Board of Trustees on September 13, 2012 accepted an adopted budget for the fiscal year; and

WHEREAS, routine budget transfers between major objects have been requested by those with budgetary responsibility to better meet changing fiscal needs;

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Fund</th>
<th>Major Object</th>
<th>Increase</th>
<th>Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund - Unrestricted</td>
<td></td>
<td>Cyber Center - To cover expenses for hourly workers.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>200000-Classified Salaries</td>
<td>$198.13</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>400000-Supplies and Materials</td>
<td>$198.13</td>
<td></td>
</tr>
<tr>
<td>Dean of Student Development - To cover non-Instructional Supplies</td>
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<td>11000</td>
<td>200000-Classified Salaries</td>
<td>$1,000.00</td>
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<tr>
<td></td>
<td></td>
<td>11000</td>
<td>400000-Supplies and Materials</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Dean of Student Development - To cover travel and conference</td>
<td></td>
<td>11000</td>
<td>100000-Academic Salaries</td>
<td>$2,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>11000</td>
<td>500000-Other Operating Expense</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Journalism - To cover field trip expenses</td>
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<td>11000</td>
<td>400000-Supplies and Materials</td>
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<td></td>
<td></td>
<td>11000</td>
<td>500000-Other Operating Expense</td>
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<tr>
<td>Marine Technology - To cover expenses for main system repairs</td>
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<td>400000-Supplies and Materials</td>
<td>$3,000.00</td>
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<td></td>
<td>11000</td>
<td>500000-Other Operating Expense</td>
<td>$3,000.00</td>
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<tr>
<td>Physical Health Education - To establish a membership account</td>
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<td></td>
<td>11000</td>
<td>500000-Other Operating Expense</td>
<td>$300.00</td>
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<tr>
<td>General Fund - Restricted</td>
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<td>Board Financial Assistance Program - Increased need for consultant</td>
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<tr>
<td></td>
<td>12020</td>
<td>100000-Academic Salaries</td>
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<td></td>
<td>12020</td>
<td>500000-Other Operating Expense</td>
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<td>Health Fees - Needed additional hourly faculty non-teaching</td>
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<td></td>
<td>12124</td>
<td>600000-Capital Outlay</td>
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</tbody>
</table>
PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College

District this 28th of March 2013, by the following vote:

Ayes:

Noes:

Absent:

Concur:

______________________________
Dr. Lori Gaskin, President

Secretary to the Board of Trustees
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Resolution No. 37 (2012-13) Augmentation of Revenue
DATE
March 28, 2013
ATTACHMENT(S)
1 page

REASON FOR BOARD CONSIDERATION
☒ ACTION ☐ CONSENT ☐ FIRST READING ☐ INFORMATION ☐ REPORTS

ITEM NUMBER
6.2-b

BACKGROUND:

Under the provision of Education Code Sections §85200 and §85210 covering the recognition and acceptance of additional revenue not included in the Adopted Budget for the current fiscal year, approval of the attached resolution is requested by the Board of Trustees.

RECOMMENDATION:

It is recommended the Board of Trustees approve Resolution No. 37 (2012-13) for augmentation to revenue for the current period.

Administrator Initiating Item: Lucinda Young, Interim Controller

Approved by: Joseph E. Sullivan, Vice President Business Services
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

RE: Augmentation to Revenue 2012-13

WHEREAS, additional revenue not included in the 2012-13 Adopted Budget
has been received and needs to be appropriated, and

WHEREAS, Santa Barbara City College will receive budget adjustments for federal, state,
and local programs that develop during the school year, and

WHEREAS, the following budget adjustments are necessary in externally funded programs:

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Revenue Source</th>
<th>Fund #</th>
<th>Revenue Object</th>
<th>Amount</th>
<th>Budget Object</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund - Restricted</td>
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<tr>
<td>Community Education Center</td>
<td>Local Revenue</td>
<td>12050</td>
<td>887200</td>
<td>$2,593</td>
<td>300000-20000-</td>
<td>$2,210</td>
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<tr>
<td>Increased allocation to match revenue received</td>
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<td>Classified Salaries</td>
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</tr>
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<td>Other Operating Expenses</td>
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</tr>
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<td></td>
<td>$2,593</td>
<td></td>
<td></td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,593</td>
</tr>
<tr>
<td>Extended Opportunity Programs and Services Foundation</td>
<td>Local Revenue</td>
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<td>882000</td>
<td>$125,000</td>
<td>790000- Continency</td>
<td>$125,000</td>
</tr>
<tr>
<td>Increased allocation to match revenue received from SBCC foundation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$125,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Augmentation to Revenue: $127,593

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT the Santa Barbara City College Board of Trustees
authorizes that the 2012-13 budget of income and expenditures be increased by: $127,593

PASSED AND ADOPTED BY THE Board of Trustees of the Santa Barbara
Community College District on the 28th day of March 2013, by the following vote:

Ayes:

Nees:

Absent:

Concur:

Dr. Lori Gaskin, President
Secretary to the Board of Trustees
AGENDA ITEM BACKGROUND

<table>
<thead>
<tr>
<th>TO: BOARD OF TRUSTEES</th>
<th>DATE</th>
<th>ATTACHMENT(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FROM: PRESIDENT</td>
<td>March 28, 2013</td>
<td>1 page</td>
</tr>
<tr>
<td>SUBJECT: Resolution No. 38 (2012-13) Transfers from Ending Balance</td>
<td>ITEM NUMBER</td>
<td>6.2-c</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

Under the provision of Education Code Sections §85200 and §85210, it is requested the Board approve specific transfers from the unallocated ending balance of the construction fund into a project of the construction fund as detailed in the attachment.

- The construction district project fund transfer of $200,000.00 for the drafting program. The transfer amount is for purchases of computer/furniture to convert OE 16 into CAD lab HVAC and electrical required.

- The construction district project fund transfer of $10,000.00 for RJC Inc., to provide architectural services to obtain DSA certification of 6 completed projects.

- The construction district project fund transfer of $30,000.00 for the Children’s Center deck replacement.

**RECOMMENDATION:**

It is recommended the Board of Trustees approve Resolution No. 38 (2012-13) for transfers from ending balance.

**Administrator Initiating Item:** Lucinda Young - Interim Controller

**Approved by:** Joseph E. Sullivan, Vice President Business Services
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

RE: Transfer from Reserves 2012-13

WHEREAS, budget changes based on the developing needs of programs and or projects are often required, and

WHEREAS, the following transfers result in an increase in the total amount of the adopted budget;

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Fund #</th>
<th>Major Object</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Fund</td>
<td>434500</td>
<td>600000</td>
<td>$200,000</td>
</tr>
<tr>
<td>Purchases of computer furniture to covert OE 16 into CAD lab HVAC/electrical required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Architectural services to obtain DSA certification for 6 projects</td>
<td>434500</td>
<td>600000</td>
<td>$10,000</td>
</tr>
<tr>
<td>Children's Center deck replacement</td>
<td>434500</td>
<td>600000</td>
<td>$30,000</td>
</tr>
<tr>
<td>Total Augmentation to expenditures from Reserves:</td>
<td></td>
<td></td>
<td>$240,000</td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT the Santa Barbara City College Board of Trustees authorizes that the 2012-13 budget of expenditures be increased by:

| $240,000 |

PASSED AND ADOPTED BY THE Board of Trustees of the Santa Barbara Community College District on the 28th day of March 2013 by the following vote:

Ayes:  

Noes:  

Absent:  

Concur:  

Dr. Lori Gaskin, President  
Secretary to the Board of Trustees
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT


REASON FOR BOARD CONSIDERATION
☑ ACTION ☐ CONSENT ☐ FIRST READING ☐ INFORMATION ☐ REPORTS

ITEM NUMBER 6.2-d

DATE March 28, 2013
ATTACHMENT(S) 1 page

BACKGROUND:

The Santa Barbara Community College District (District) is a member of the Southern California Community College Districts (SBCCD) Joint Powers Agency (JPA). The District is entitled to appoint a representative and official designee as a voting member of the JPA. Joseph E. Sullivan, Vice President, Business Services is the voting member and representative for the District, and designates Robert Morales, Director Administrative Services / Emergency Response as the official alternate, to assume office March 28, 2013. A Resolution for this designation is required by the JPA Governing Board to be established by the District’s Governing Board of Trustees.

RECOMMENDATION:

It is recommended the Board of Trustees approve Resolution No. 39 designating the Southern California Community College Districts Joint Powers Agency representatives.

Administrator Initiating Item: Joseph Sullivan, Vice President, Business Services
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

RE: ESTABLISHING THE DISTRICT REPRESENTATIVE TO SOUTHERN CALIFORNIA COMMUNITY COLLEGE DISTRICTS (SCCCD) JOINT POWERS AGENCY

WHEREAS, the Santa Barbara Community College District is a member of the Southern California Community College Districts Joint Powers Agency; and

WHEREAS, as a member, the District is entitled to appoint a representative as a voting member on the Joint Powers Agency;

NOW, THEREFORE, BE IT RESOLVED, that the Vice President, Business Services, Joseph E. Sullivan, is hereby appointed the voting member and the Director, Administrative Services / Emergency Response, Robert P. Morales Jr., is appointed as the alternate.

PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College District this day 28th day of March, 2013.

Ayes:

Noes:

Absent:

Concur:

Dr. Lori Gaskin, Superintendent/President and Secretary/Clerk to the Board of Trustees

Item 6.2-d
3/28/13
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Resolution No. 40 (2012-13) SBCC Long Range Development Plan (LRDP)

DATE
March 28, 2013

ATTACHMENT(S)
67 pages

REASON FOR BOARD CONSIDERATION
☑ ACTION ☐ CONSENT ☐ FIRST READING
☐ INFORMATION ☐ REPORTS
ITEM NUMBER
6.2-e

BACKGROUND:

The request is for the Board to authorize the submittal of a Public Works Plan Amendment (PWPA) and Notice of Impending Development (NOID) to the California Coastal Commission (CCC). The PWPA modifies the District’s Long Range Development Plan (LRDP). The NOID provides notification to the CCC and the public of the timing, nature and location of construction on the District campus.

The PWPA and NOID are associated with the amendment to the LRDP as it pertains to the modernization of the Humanities Building Phase 2, the Outdoor Area Art Workshop Expansion. The construction of the Outdoor Area Art Workshop expansion was completed in 1994, and a 755 square foot (s.f.) Storage Addition expansion completed in 1985, both without CCC approval. This amendment is to provide for:

- replacement of the current As-Built Outdoor Art Workshop Area shed roof with a code compliant facility;
- construction of a 170 s.f. darkroom and 210 s.f. equipment storage structure within the existing As-Built Outdoor Art Workshop Area development footprint; and
- replacement of the existing As-Built 755 s.f. Storage Addition facility with a code compliant facility.

These structures have been part of the Art program and are integral to the instructional program. The timing of this submission is critical for the timing of the construction project. The need to provide for the amendment to the LRDP was not known when the project was contracted and this will delay the project if not submitted and approved by the CCC within the next month.

RECOMMENDATION:

It is recommended the Board of Trustees approve Resolution No. 40 (2012-13) for the submittal of a Public Works Plan Amendment and Notice of Impending Development to the California Coastal Commission.

Administrator Initiating Item: Joe Sullivan, Vice President Business Services
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

RE: SANTA BARBARA CITY COLLEGE LONG RANGE DEVELOPMENT PLAN

WHEREAS, the Santa Barbara Community College District Board of Trustees reviewed the Public Works Plan Amendment (PWPA) 2-2012 and Notice of Impending Development (NOID) 2-2012 associated with the College’s Long Range Development Plan; development of the Humanities Building Modernization Project Phase 2.

WHEREAS, the subject PWPA amendment, SBCC PWPA-2-2012, will take effect automatically upon California Coastal Commission approval.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees authorize the Vice President of Business Services to submit the above documents to the California Coastal Commission for approval.

PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College District this 28th day of March, 2013 by the following vote:

Ayes:

Noes:

Absent:

Concur:

Dr. Lori Gaskin
Superintendent/President and
Secretary/Clerk to the Board of Trustees

Item 6.2-e
3/28/13
NOTICE OF IMPENDING DEVELOPMENT 2-2012

PUBLIC WORKS PLAN AMENDMENT 2-2012

SANTA BARBARA CITY COLLEGE
LONG RANGE DEVELOPMENT PLAN

HUMANITIES BUILDING MODERNIZATION PHASE 2

This Notice of Impending Developing (NOID) declares the intent of Santa Barbara City College (College) to adopt a Public Works Plan Amendment (PWPA) 2-2012 associated with the College's Long Range Development Plan (LRDP): development of the Humanities Building Modernization Phase 2 Project; and revisions to the East Campus Southern Oak Woodland Sensitive Habitat boundary.

This NOID provides specific factual findings supporting the conclusion that PWPA 2-2012, as proposed, is in conformity with the certified City of Santa Barbara Local Coastal Plan, and is in conformity with the certified PWP for the College, the LRDP, pursuant to California Code 13357(4) and 13357(5), respectively.

1.0 PWPA REQUEST

This PWPA addresses improvements the following.

1.1 HUMANITIES BUILDING MODERNIZATION PROJECT PHASE 2 (PWPA AMENDMENT 2-2012)

1.1.1 Information Requirements

The following information is provided pursuant to California Code Title 14, Section 13353.

(1) Specific Type of Activity or Activities to Be Undertaken

The proposed Humanities Building Modernization Project components would be constructed across and northeast of the existing Campus Center on the East Campus, (see Figure 1). The Project would provide the following improvements to the Humanities Building that was completed in 1974 (see Figure 2):

Humanities Building Modernization Project, Phase 2, a remodel providing (see Figures 3-10):

Outdoor Art Workshop Area Expansion

- Approval of an As-Built 2,062 square foot (s.f.) Humanities Building Outdoor Art Workshop Area Expansion (completed in 1994 without California Coastal Commission approval);
• Replacement of the 1994 As-Built degraded Outdoor Art Workshop area roof with a shed-style metal roof covering the 5,300-s.f. Humanities Building Art Workshop area, extending from the northern façade of the existing Humanities Building;

• Construction of a new 170-s.f. darkroom and adjacent 210-s.f. equipment storage structure within the 1994 As-Built Outdoor Art Workshop area;

Art Storage Area Expansion

• Approval of an As-Built 755 s.f. Humanities Building Outdoor Art Storage Area (completed in 1985 without California Coastal Commission approval);

• Demolition of the 1985 As-Built Humanities Building Outdoor Art Storage Area and replacement with a one-story, 755-s.f. storage facility extending from the eastern façade of the existing Humanities Building, completely within the existing As-Built structural footprint to comply with current building code requirements.

(2) Maximum and Minimum Intensity of Activity or Activities Proposed to Be Undertaken

The existing Humanities Building is over 45 years old and has been subject to several minor modifications over its lifespan. Two of these improvements, the Outdoor Art Workshop Area Expansion and Storage Area Expansion, were constructed in 1994 and 1985, respectively, without California Coastal Commission review and approval. The College is seeking approval of the As-Built developments and associated renovations to those facilities to comply with current code requirements, as follows:

Outdoor Art Workshop Area Expansion: The As-Built development includes a 2,062 s.f. expansion of the Humanities Building Outdoor Art Workshop (Outdoor Studio Space) constructed in 1994 that extends northward from the original Humanities Building outdoor concrete workshop area (see Figures 3a, 3b, 4). The expanded workshop area allowed for consolidation of existing Art Department program outdoor studio activities that had been in practice since 1976 including: printmaking (etching and silk-screen); ceramics (clay-mixing equipment, gas-fired kiln firing, and shelving); metal casting process equipment (large ‘burn-out’ kiln, smelting furnace, and sand pit); and welding. No expansion of Art Department programs or enrollment resulted associated with the expanded Outdoor Art Workshop Area. The expanded studio space allowed for a singular, enclosed, secure work area that reduced existing safety hazards associated with kiln and furnace heating, and shock-hazards associated with welding activities.

Outdoor Art Workshop Area Renovation: The As-Built Outdoor Art Workshop Area improvements require upgrading to meet current California Division of the State Architect (DSA) standards (see Figures 5–8). The existing Outdoor Art Workshop area roof would be replaced with a shed-style metal roof covering 5,300 s.f. of workshop area, extending northward from the northern façade of the existing Humanities Building. A 170 s.f. darkroom and adjacent 210 s.f. equipment storage combined structure would be constructed within the As-Built 1994 Outdoor Art Workshop Area. No expansion of Art Department programs or enrollment would result associated with the expanded Outdoor Art Workshop Area.
Humanities Building Storage Area Addition: The As-Built development includes a one-story, 755 s.f. storage area expansion constructed in 1985 that extends from the eastern façade of the existing Humanities Building (see Figures 9 and 10). The additional storage area was required to accommodate existing Art Department program outdoor studio activities that had been in practice since 1976.

Humanities Building Storage Area Renovation: The existing Humanities Building Storage Area Addition would be demolished and rebuilt within the existing 755 s.f. footprint, incorporating contemporary building code requirements (see Figures 5-8). No expansion of Art Department programs or enrollment would result associated with the upgraded Storage Area Addition.

The existing College Humanities Building uses and programs would not change as a result of the Phase 2 As-Built facilities and renovation of these improvements. Existing storage areas, dark room facilities, and the outdoor art workshop would simply be upgraded to current California Division of State Architect (DSA) standards, ensuring public health and safety of participants in these academic programs.

(3) Maximum Size of Facilities Proposed to Be Constructed Pursuant to the Plan

The Humanities Building gross area would be increased from 41,695 square feet (s.f.) with the following (see Figures 5-8):

The Humanities Building gross area of 43,765 s.f., including a 2,070 s.f. elevator tower that is currently under construction (PWPA and NOID 1-2012), would be subject to additions totaling 3,197 s.f.:

Outdoor Art Workshop Area

- A 2,062 s.f. As-Built expansion of the Humanities Building Outdoor Art Workshop (Outdoor Studio Space), constructed in 1994 (Figures 3a, 3b, and 4).

- A 170-s.f. darkroom and 210-s.f. equipment storage combined structure. The proposed improvements would occur completely within the As-Built 1994 Outdoor Art Workshop Area (Figures 5, 7, and 8).

- Construction of a replacement shed-style metal roof between 10'-5" and 13'-5" high covering the original and As-Built 5,300-s.f. Outdoor Art Workshop Area, extending northward from the northern façade of the existing Humanities Building (Figures 5 and 7).

Storage Area Addition

- A one-story, 755-s.f. Storage Area Addition extending from the eastern façade of the existing Humanities Building, constructed in 1985 (Figures 9 and 10).

- Demolition and reconstruction of the 755-s.f. Storage Area Addition located entirely within the existing development footprint (Figures 5, 6, and 8).
Building Specifications

The Humanities Building gross area of 43,765 s.f., including a 2,070 s.f. elevator tower that is currently under construction (PWPA and NOID 1-2012), would be subject to additions totaling 3,197 s.f.:

Outdoor Art Workshop Area

- A 2,062 s.f. As-Built expansion of the Humanities Building Outdoor Art Workshop (Outdoor Studio Space), constructed in 1994 (see Figure 3a, 3b, and 4).
- Construction of a replacement shed-style metal roof between 10'-5" and 13'-5" high covering the original and As-Built 5,300-s.f. Outdoor Art Workshop Area, extending northward from the northern façade of the existing Humanities Building (see Figure 5 and 7).
- A 170-s.f. darkroom and 210-s.f. equipment storage combined structure. The proposed improvements would occur completely within the As-Built 1994 Outdoor Art Workshop Area (see Figure 5, 7 and 8).

Storage Area Addition

- A one-story, 755-s.f. Storage Area Addition extending from the eastern façade of the existing Humanities Building, constructed in 1985 (Figure 9 and 10).
- Demolition and reconstruction of the 755-s.f. Storage Area Addition located entirely within the existing development footprint (see Figures 5, 6, and 8).

Grading and Demolition

The Humanities Building Modernization, Phase 2 would require the following site preparation and existing facility demolition:

Outdoor Art Workshop Area

The 2,062 s.f. As-Built expansion of the Humanities Building Outdoor Art Workshop Area resulted in grading of adjacent topography between 76 and 80 feet above sea level (ASL) to the finished floor of the original Humanities Building exterior area at 74.50 ASL. Therefore, grading is estimated to be 275 cubic yards (7,500 cubic feet), including footings for the additional new retaining walls. The As-Built Outdoor Art Workshop Area retaining wall was tied into the terminus of the historic sandstone wall adjacent to paved northerly access road, but no removal of the sandstone wall was required. The As-Built expansion resulted in the removal of five blue gum eucalyptus trees.

The renovation of the As-Built Outdoor Art Workshop Area roof requires a total of 28 new columns, some requiring tie beams. Excavations for the 3- and 4- foot diameter concrete
caissons would extend 11.5 feet below finished grade, and grade beams at select locations would extend to a depth of 2.5 feet below finish grade. The collocated (sharing a wall) 170-s.f. darkroom and 210-s.f. equipment storage structure within the As-Built Outdoor Art Workshop footprint would require foundation excavations 2 feet deep. A 135 X 12-foot area on the north side of the Humanities Building currently covered with concrete would be removed and replaced. A total of 2,560 square feet of existing concrete pavement, estimated at 4-inches thick, equaling 32 cubic yards (CY), would be demolished and removed. Assuming a conservative estimate of 10 CY per haul dump truck, this would require 3 dump truck export trips. The project contractor would comply with City of Santa Barbara construction and demolition waste guidelines as defined in City of Santa Barbara Municipal Code (SBMC) Chapter 7.18, Unscheduled Collection Chapter Regulations (October 23, 2007), that require the removed cement be hauled to a City Certified Recycling Facility. No existing Outdoor Art Workshop Area retaining walls would be impacted, and no impact to the historic sandstone wall adjacent to paved northerly access road would occur.

Storage Area Addition

The 755 s.f., 14.75-foot high As-Built Storage Area Addition was constructed within the previously graded and paved area exterior to the original Humanities Building, at a 74.50 ASL. Grading was limited to excavation of 18-inch deep foundations for the 130-foot perimeter footing, approximately 7 cubic yards (200 cubic feet). Ornamental shrubbery along the eastern base of the Humanities Building was removed.

Demolition of the As-Built Storage Area Addition would result in removal of 7 cubic yards (200 cubic feet) of building materials, and a worst-case regarding of new perimeter foundations equaling approximately 7 cubic yards (200 cubic feet). Excavations 2.5 feet deep are associated with proposed foundations.

Drainage

Drainage from the As-Built Outdoor Art Workshop Area and Storage Area Addition structural development was directed to existing storm drains constructed with the original Humanities Building in 1974; no new drainage infrastructure was required to support these As-Built improvements.

Drainage from the renovation of the As-Built facilities also would be tied into the existing storm drain infrastructure.

Structural Materials

Outdoor Art Workshop Area

The exterior of the As-Built Outdoor Art Workshop Area facility is chain-link fence, with the perimeter reinforced concrete retaining walls constructed with granular backfill, waterproofed, and tied into the foundation drain system. The roof is corrugated metal. Proposed renovations
include 28 new concrete columns that would support a new shed-style metal roof. The perimeter fence would remain chain-link, with a sliding metal gate and man door.

**Storage Area Addition**

Storage Area Addition exterior building surfaces would match the existing stucco finish, with aluminum overhead sliding door.

**Landscaping**

No new landscaping was proposed for either As-Built Outdoor Art Workshop Area or Storage Area Addition improvements. A row of drought-tolerant, evergreen shrubs (Noel’s grevillia) would be planted on the east facade of the reconstructed Storage Area Addition.

**Utilities and Lighting**

**Sewer:** No new sewer capacity was required for either the As-Built Outdoor Art Workshop Area or Storage Area Addition improvements, as they did not increase Art Department program activities or enrollment existing at that time. Proposed renovations to those facilities would also not increase Art Department program activities or enrollment, such that no sewer improvements are required.

**Water:** No new domestic water capacity was required for either the As-Built Outdoor Art Workshop Area or Storage Area Addition improvements, as they did not increase Art Department program activities or enrollment existing at that time. Proposed renovations to those facilities would also not increase Art Department program activities or enrollment, such that no sewer improvements are required.

**Stormwater:** A 34-inch square catch basin was constructed in the concrete slab associated with the As-Built Outdoor Art Workshop Area that was connected into the existing storm drain system constructed in 1974. The new catch basin was identical to an existing catch basin located within the original Humanities Building exterior concrete slab area. No additional upgrades to the stormwater system are proposed as part of renovations to the As-Built Outdoor Art Workshop Area.

**Other:** No expanded capacity of other utilities including electricity and natural gas were required for either the As-Built Outdoor Art Workshop Area or Storage Area Addition improvements, as they did not increase Art Department program activities or enrollment existing at that time. Proposed renovations to those facilities would also not increase Art Department program activities or enrollment, such that no electricity and natural gas improvements are required.

**Schedule**

Construction would occur over a 4-month period, beginning approximately in June, 2013.
Standard Construction Measures

The project would incorporate the following standard measures.

Air Quality

1. The following measures will be incorporated during construction:
   a. Heavy-duty diesel-powered construction equipment manufactured after 1996 (with federally mandated “clean” diesel engines) shall be utilized whenever feasible.
   b. The engine size of construction equipment shall be the minimum practical size.
   c. The number of construction equipment operating simultaneously shall be minimized through efficient management practices to ensure that the smallest practical number is operating at any one time.
   d. Construction equipment shall be maintained in tune per the manufacturer’s specifications.
   e. Construction equipment operating onsite shall be equipped with two to four degree engine timing retard or pre-combustion chamber engines.
   f. Catalytic converters shall be installed on gasoline-powered equipment, if feasible.
   g. Diesel catalytic converters shall be installed, if available.
   h. Diesel-powered equipment shall be replaced by electric equipment whenever feasible.
   i. Diesel oxidation catalysts and diesel particulate filters as certified and/or verified by EPA or the California Air Resources Board (CARB) shall be installed, if available, and only CARB-certified diesel fuel shall be used.
   j. Construction worker car pooling and providing lunch onsite shall be encouraged to reduce short-term vehicular trips.

2. If the construction area is graded and left undeveloped for over four weeks, the applicant shall employ the following methods immediately to inhibit dust generation:
   a. seeding and watering to revegetate graded areas; and/or
   b. spreading of soil binders; and/or
   c. any other reasonable methods deemed appropriate by APCD.

3. Dust generated by the development activities shall be kept to a minimum with a goal of retaining dust on the development envelope. The following dust control standard conditions shall be followed:
   a. During clearing, grading, earth moving, excavation, or transportation of cut or fill materials, water trucks or sprinkler systems shall be used to prevent dust from leaving the construction area and to create a crust after each day's activities cease.
   b. During construction, water trucks or sprinkler systems shall be used to keep all areas of vehicle movement damp enough to prevent dust from leaving the
construction area. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.

c. Soil stockpiled for more than two days shall be covered, kept moist, or treated with soil binders to prevent dust generation.

d. Gravel pads shall be installed at all access points to prevent tracking of mud onto public roads.

e. All trucks hauling excess grading soils offsite shall be covered with tarps or equivalent materials to ensure that dust is suppressed.

4. The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering as necessary to prevent transport of dust offsite. Their duties shall include holiday and weekend periods when work may not be in progress.

Water Quality

1. Best available erosion and sediment control measures shall be implemented during grading and construction. Best available erosion and sediment control measures shall include but not be limited to the use of sediment basins, gravel bags, silt fences, geobags or gravel and geotextile fabric berms, erosion control blankets, coir rolls, jute net and straw bales. Drainage channel inlets shall be protected from sediment-laden waters by use of inlet protection devices such as gravel bag barriers, filter fabric fences, block and gravel filters, and excavated inlet sediment traps. Sediment control measures shall be maintained for the duration of the grading period and until graded areas have been stabilized by structures, long-term erosion control measures, or landscaping.

2. Stabilized project site construction entrances shall be installed to prevent sediment from being tracked off of the construction site. Stabilizing measures shall include but not be limited to the use of gravel pads, steel rumble plates, temporary paving, etc. Any sediment or other materials tracked off site shall be removed the same day as they are deposited, without the use of water washing.

3. All graded areas outside of proposed structural footprints shall be vegetated within two (2) weeks of grading completion in those areas, unless it is demonstrated that landscaping would preclude access to adjacent construction activities.

4. During construction, washing of concrete trucks, paint, equipment, or similar activities shall occur only in areas where polluted water and materials can be contained for subsequent removal from the site. Wash water shall not be discharged to the storm drains, street, drainage ditches, creeks, or wetlands. Areas designated for washing functions shall be at least 100 feet from any storm drain, waterbody, or sensitive biological resources. The location(s) of the washout area(s) shall be clearly noted at the construction site with signs.

5. Concrete, asphalt, and seal coat shall be applied during dry weather to prevent storm water contamination during roadwork or pavement construction. Storm drains and
manholes within the construction area shall be covered when paving or applying seal coat, slurry, fog seal, etc.

6. Construction materials and waste such as paint, mortar, concrete slurry, fuels, etc. shall be stored, handled, and disposed of in a manner that minimizes the potential for storm water contamination.

7. The drainage plan shall incorporate appropriate BMPs to reduce impervious project surfaces and to minimize associated off-site storm flow such that no increase in stormwater runoff flow velocities relative to existing conditions occur. The drainage plan shall incorporate, at a minimum, the following BMPs to reduce impervious surfaces:
   a. Construct roof runoff to drain into the landscape areas to the maximum extent;
   b. Design landscaped areas to direct all hardscape runoff across planted areas; and
   c. Construct the landscaped areas to retain runoff.

8. Irrigation and the use of fertilizers and other landscaping chemicals shall be minimized.

9. Trash, recycling and other waste containers, as necessary, shall be provided during construction. All waste containers anywhere within the development shall be covered, watertight, and designed to resist scavenging animals.

10. The detergents and cleaning components used on site shall comply with the following criteria: they shall be phosphate-free, biodegradable, and non-toxic to marine wildlife; amounts used shall be minimized to the maximum extent practicable; no fluids containing ammonia, sodium hypochlorite, chlorinated solvents, petroleum distillates, or lye shall be used.

11. Runoff from all roofs and walkways shall be collected and directed through a system of structural BMPs designed and implemented to collect and treat runoff and remove pollutants of concern (including heavy metals, oil and grease, hydrocarbons, trash and debris, sediment, nutrients and pesticides) through infiltration, filtration, and/or biological uptake. The drainage system shall also be designed to convey and discharge runoff from the developed site in a non-erosive manner.

12. All BMPs shall be operated, monitored, and maintained for the life of the project and at a minimum, all structural BMPs shall be inspected, cleaned-out, and where necessary, repaired at the following minimum frequencies: (1) prior to October 15th each year; (2) during each month between October 15th and April 15th of each year, and (3) at least twice during the dry season.

13. Debris and other water pollutants removed from structural BMP(s) during clean-out shall be contained and disposed of in a proper manner.
Transportation

1. Construction heavy truck trips shall be scheduled from May through September to avoid morning and evening peak hours (7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.), and shall be prohibited on Saturday, Sunday, holidays, and between the hours of 5:00 P.M. and 7:00 A.M.

Construction Solid Waste Disposal

1. All concrete to be demolished shall be hauled to a City of Santa Barbara Certified Recycling Facility pursuant to City of Santa Barbara Municipal Code (SBMC) Chapter 7.18, Unscheduled Collection Chapter Regulations (October 23, 2007).

Service Area for the Proposed Activity or Activities

The College is provided water and wastewater services by the City of Santa Barbara. The Humanities Building Modernization Phase 2 Project will result in no measurable increase on these public services. Enforcement of traffic and parking regulations is provided by College campus police.

Proposed Methods of Financing the Proposed Activity or Activities

Development and operation of the Humanities Building is secured by State Capital Outlay funds. No assessment or any other form of levy against lands located in the Coastal Zone are required to finance this action.

Proposed Location or Alternative Locations for the Proposed Activity or Activities

The Humanities Building Modernization Phase 2 Project provides for minor additions to the existing structure and upgrades to existing structural components. Therefore, no other alternative locations would feasibly achieve the project’s objectives.

1.2 EAST CAMPUS SOUTHERN OAK WOODLAND SENSITIVE HABITAT BOUNDARY REVISION

1.2.1 Information Requirements

The following information is provided pursuant to California Code Title 14, Section 13353.

(1) Specific Type of Activity or Activities to Be Undertaken

The College’s PWP East Campus “Oak Scrub Woodland” Sensitive Habitat (i.e., the “Pershing Park oak woodland habitat”) boundary would be revised to make it coincident with the Campus Oak Woodland and Coastal Bluff Restoration Plan and Management of Sensitive Habitat Areas that was developed in 1992 and implemented between 1994 and 1996 (see Figures 11a through 11c).
1.3 PUBLIC HEARING PRIOR TO FILING OF THE PUBLIC WORKS PLAN

The following information is provided pursuant to California Code Title 14, Section 13353.5.

The LRDP Amendments providing for the Humanities Building Modernization Phase 2 Project were approved by the College Board of Trustees on January 10, 2013. These amendments to the LRDP represent the PWPA under consideration by the Coastal Commission. The Categorical Exemption satisfying compliance with the California Environmental Quality Act was approved by the College Board of Trustees on February 23, 2012. The minutes from these hearings and the CEQA Categorical Exemption are provided in Attachment A.

1.3 Findings that the Public Works Plan Amendment is in Conformity with the Certified Local Coastal Program in Jurisdictions Affected by the Proposed Public Works Plan

The project's consistency with the policies and provisions of the City of Santa Barbara Local Coastal Plan is provided pursuant to California Code Title 14, Section 13357(4).

Visual Quality Policies and Actions

9.1 The existing views to, from, and along the ocean and scenic coastal areas shall be protected, preserved, and enhanced. This may be accomplished by:

3. Specific development restrictions such as additional height limits, building orientation, and setback requirements for new development.

Consistent. The As-Built (1994) Outdoor Art Workshop Area and As-Built (1985) Storage Building Additions were located on the College East Campus, adjacent to existing structures and facilities. The As-Built Outdoor Art Workshop Area and As-Built (1985) Storage Building Additions improvements were compatible and subervient to the existing three-story Humanities Building located on the College East Campus mesa ridgeline. The height and mass of the existing Humanities Building completely screened the Outdoor Art Workshop Area shed roof and the one-story Storage Building Addition from views experienced from the City of Santa Barbara Pershing Park along Castillo Street, east and below the project site. The proposed Outdoor Art Workshop area roof would replace an existing dilapidated structure, and would not represent a new visual feature. The proposed one-story Storage Addition Area would occupy the existing As-Built Footprint on the side of the three-story structure. Therefore, impacts on visual resources would be less than significant.

No public views of the As-Built (1994) Outdoor Art Workshop Area and As-Built (1985) Storage Building Additions as experienced from Cliff Drive exist, as this roadway is over 500 feet away and is recessed over 50 feet below the finished grade of the Humanities Building. Views of the proposed renovations to those facilities from Cliff Drive would be completely screened by intervening Humanities Building.

SHORELINE ACCESS

Policy ACC-1 The location, amount and timing of new development shall maintain and, where practical, enhance public access to the coast.
Action ACC-1.2  To the maximum extent possible, construction that may impede access shall not be done during Summer months. Minimize impediments to public access during construction.

Consistent. Implementation of standard Transportation Measure 1, including scheduling construction truck trips to avoid morning and evening peak hours (7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.), and prohibiting construction on Saturday, Sunday, holidays, and between the hours of 5:00 P.M. and 7:00 A.M. from May through September would minimize potential conflicts with coastal access along Cabrillo Boulevard, Castillo Street, Loma Alta, and Cliff Drive during Summer months.

VISUAL RESOURCES

Policy VIS-1 Protect, preserve and enhance coastal and scenic visual qualities.

Consistent. The As-Built (1994) Outdoor Art Workshop Area and As-Built (1985) Storage Building Additions were located on the College East Campus, adjacent to existing structures and facilities. The As-Built Outdoor Art Workshop Area and As-Built (1985) Storage Building Additions improvements were compatible and subservient to the existing three-story Humanities Building located on the College East Campus mesa ridgeline. The height and mass of the existing Humanities Building completely screened the Outdoor Art Workshop Area shed roof and the one-story Storage Building Addition from views experienced from the City of Santa Barbara Pershing Park along Castillo Street, east and below the project site. The proposed Outdoor Art Workshop area roof would replace an existing dilapidated structure, and would not represent a new visual feature. The proposed one-story Storage Addition Area would occupy the existing As-Built Footprint on the side of the three-story structure. Therefore, impacts on visual resources would be less than significant.

No public views of the As-Built (1994) Outdoor Art Workshop Area and As-Built (1985) Storage Building Additions as experienced from Cliff Drive exist, as this roadway is over 500 feet away and is recessed over 50 feet below the finished grade of the Humanities Building. Views of the proposed renovations to those facilities from Cliff Drive would be completely screened by the intervening Humanities Building.

1.4 Findings that the Public Works Plan Amendment is in Conformity with the Certified Public Works Plan

The project’s conformity with the policies and provisions of the College certified Public Works Plan, the LRDP, is provided pursuant to California Code Title 14, Sections 13357(5) and 13359(b).

LRDP Policy 1.1 Sensitive Habitats

Environmentally sensitive campus habitats will be protected against significant disruption of habitat values through all of the following:

a) No development will occur within:

1) the Pershing Park oak woodland habitat.

Development is defined as any solid material placed or erected on the existing landform including roads, wells, fences, and flood control. Development includes grading.
Utility lines (water, sewer, gas, electric) may be permitted if no other less environmentally damaging route is feasible and the lines are placed underground and impacts to the habitat are mitigated to the maximum extent feasible. Where necessary, mitigation will include a habitat restoration program prepared by a qualified biologist for the area disturbed by construction.

Exceptions to this policy are permitted for habitat restoration conducted by a qualified biologist and, for the West campus bluff, a potential parking structure constructed over lot 3c.

Consistent with LRDP Policy. The proposed PWPA includes revising the boundary of the LRDP/PWP East Campus “Oak Scrub Woodland” Sensitive Habitat (i.e., the “Pershing Park oak woodland habitat”) to make it coincident with the Campus Oak Woodland and Coastal Bluff Restoration Plan and Management of Sensitive Habitat Areas that was developed in 1992 and implemented between 1994 and 1996 (see Figures 11a through 11c). The discussion below provides the scientific basis for this action.

An evaluation of the blue gum eucalyptus tree habitat within which these trees were removed was conducted by ornithologist Dave Compton in October, 2012 (Dudek 2012a). This analysis identified the following:

The original 1985 Campus LRDP/PWP East Campus “Oak Scrub Woodland” Sensitive Habitat boundary that has been maintained in all subsequent LRDP/PWP updates was defined to follow the outline of the vegetation tree canopy existing at that time between the developed Pershing Park to the north and the SBCC Campus at the edge of the Humanities Building. The map of the tree canopy was generally designated by a review of the available aerial photography by George Girvin, the landscape architect retained by the College to prepare the sensitive habitat maps (personal communication, George Girvin, 2012). No biological studies, however, were completed in support of the East Campus Southern Oak Woodland designation, including the inclusion of the row of blue gum eucalyptus trees located immediately north of the Humanities Building. Unlike the detailed description of biological resources located within the West Campus Oak Woodland Sensitive Habitat, biological resources within the designated East Campus “Oak Scrub Woodland” Sensitive Habitat area, including flora and fauna, were not defined; therefore, no justification was provided for the inclusion of the row of blue gum eucalyptus trees.

Substantial evidence exists to indicate, however, that the row of blue gum eucalyptus trees north of the Humanities Building did not exhibit the requisite biological value justifying their inclusion in the East Campus Oak Scrub Woodland” Sensitive Habitat. Specifically, no observations of raptor nesting or Monarch butterfly roosting activity, the key potential biological habitat values that can be provided by tall blue gum eucalyptus trees, are recorded for the area north of the Humanities Building. SBCC Biological Sciences faculty conducted countless site surveys with students before and after development of the 1992 Oak Woodland and Coastal Bluff Restoration Plan and Management of Sensitive Habitat Areas (i.e., prior to construction of the Humanities Building Outdoor Workshop Area in 1994). According to Al Flinck, SBCC Biological Sciences Professor, no raptor nesting or Monarch butterfly roosting activity was ever experienced in these trees over the 30 years he taught at the College (personal communication, Al Flinck 2012).
No systematic biological assessment of the habitat values associated with the row of blue gum eucalyptus trees located adjacent to the SBCC Humanities Building was completed before five of the specimens were removed in 1994. SBCC Biological Sciences Professor Emeritus Al Flink, however, conducted hundreds of site surveys with students in and around this tree area before and after development of the 1992 Oak Woodland and Coastal Bluff Restoration Plan and Management of Sensitive Habitat Areas. According to Professor Flink, no raptor nesting or Monarch butterfly roosting activity was ever observed in these trees. My assessment conducted in support of the current PWP/NOID, including several site visits and review of historic aerial photos, also failed to identify evidence raptor nesting. The row of blue gum eucalyptus north of the Humanities Building represents poor habitat for raptors, nesting birds in general, and other wildlife, due to the high level of surrounding human disturbance adjacent to the original classroom structure. Correspondence with SBCC Art Department Chairman Ed Inks (Inks 2012), who instructed art workshop classes beginning before the Outdoor Art Workshop Area expansion in 1994, indicates that the outdoor area adjacent to the Humanities Building was used as a sculpture workshop prior to issuance of the 1985 LRDP/PWP, contributing to a high level of disturbance in the area of the eucalyptus row that made its designation as environmentally sensitive habitat inappropriate.

Background research on the use of the outdoor are north of the Humanities Building since its construction in 1974 indicates that intensive art workshop activities substantially diminished the value of the row of blue gum eucalyptus trees for wildlife, particularly raptors. Subsequent to construction of the Humanities Building in 1974, Outdoor Art Workshop Area activities were conducted outdoors and north of the Humanities Building, in the vicinity of the blue gum tree row. According to SBCC Art Department Professor Ed Inks (Inks 2012), these outdoor activities included printmaking, operation of four ceramics kilns, and welding and metal-casting processes. These activities undertaken at this time are shown in the “Existing Plan” associated with the future Outdoor Art Workshop Expansion, most likely prepared in 1992 or 1993. A review of historic aerial photos, beginning in 1979 indicates that ceramics kilns were located approximately 30 feet from the blue gum trees. Metal casting, which included processes in which metals reached temperatures to 2100°F, was conducted approximately the same distance from the trees. Welding was performed on a concrete slab approximately 70 feet to the southeast. Therefore, human disturbance from outdoor art activities from as early as 1979, including human presence in the area and activities involving extreme temperatures from the ceramic kilns, made the blue gum eucalyptus tree area unsuitable for raptor nesting and roosting as well as for a variety of other uses by wildlife.

The value of the Southern Oak Woodland Sensitive Habitat lies in its combination of native oak woodland and a variety of native plants (and some non-native plants) in the shrub and herbaceous layers. Oaks provide nesting habitat for some raptor species (e.g., red-shouldered hawk [Buteo lineatus] and Cooper’s hawk [Accipiter cooperi]), as well as for a variety of other birds, including hummingbirds, woodpeckers, and songbirds. Songbird species such as the California towhee (Melospiza melodia), song sparrow (Melospiza melodia), and orange-crowned warbler (Oreothlypis celata) have the potential to nest in the shrub and herbaceous layers of the oak woodland understory. Wintering species such as the white-crowned sparrow (Zonotrichia leucophrys) and hermit thrush (Catharus guttatus) also benefit from the cover provided by the undergrowth. These layers also provide ground cover for small mammals and for reptiles such as the western fence lizard (Sceloporus occidentalis), and cover for movement by medium-sized
mammals such as the common raccoon (Procyon lotor) and striped skunk (Mephitis mephitis) (Dudek 2012a).

Eucalyptus trees may provide some habitat value for nesting and roosting raptors. When providing relatively undisturbed space, a relatively continuous canopy cover with native trees, and including some understory, they may provide habitat for other wildlife as well. However, the blue gum trees mapped in 1985 within the East Campus Southern Oak Woodland Habitat area provide relatively little to the habitat value of the oak woodland. Based on an assessment by a ornithologist conducted in 2012 that included several site visits and review of historic aerial photos (Dudek, 2012a), this area is considered poor habitat for raptors, nesting birds in general, and other wildlife, due to the high level of human disturbance there, as the trees are immediately adjacent to, and even overhang, the original Humanities Building structure. Also, whether due to allelopathic (toxic) properties of the eucalyptus leaf litter or to the activities of Botta’s pocket gophers, virtually no herbaceous layer is present adjacent to the eucalyptus trees. The lack of ground cover limits the value of this habitat for many of the nesting and wintering bird species that occur in the oak woodland, as well as for mammals and reptiles. Finally, the relative isolation of the blue gums from the oak woodland habitat downslope, due to the largely unvegetated slope immediately below the blue gums and the intervening road and retaining walls, further limits the contribution of these trees to the value of the Southern Oak Woodland Habitat for wildlife, including as a movement corridor (Dudek 2012a).

A further illustration of the poor habitat value provided by the blue gum row adjacent to the Humanities Building can be made through a comparison with eucalyptus in and adjacent to the West Campus Southern Oak Woodland and Riparian Habitat area. Eucalyptus growing in Arroyo Hondo on the SBCC West Campus form a large stand and include several trees growing within the closed canopy of the oak woodland, so that oaks and eucalyptus form an extensive, continuous woodland with little human disturbance away from the margins. By contrast, the blue gums in the East Campus Southern Oak Woodland Habitat area are relatively isolated and connected to the oak canopy only along a short border at the west end.

This discussion indicates that the designation of the row of eucalyptus trees within the 1985 College LRDP/PWP East Campus Sensitive Habitat was arbitrary and not based on a systematic biological assessment. The eucalyptus trees have not been observed by SBCC biologists to support raptor nesting or Monarch butterfly roosting, and represent poor biological habitat due to their proximity to the Humanities Building and outdoor Art Department activities undertaken since 1975.

The native component of the oak woodland on West Campus is comprised primarily of coast live oak (Quercus agrifolia). All oak woodland understory including native shrubs was removed in the winter of 1991 and again in the summer of 1992 by College maintenance crews. The understory of the resulting habitat had been degraded by invasive exotics including: Victorian Box Pittosporum (Pittosporum undalatum), Caesalpinia spp., wild radish (Raphanus stafisfrus), mustard (Brassica spp), elms, (Ulmus Americana), unidentified thistle, and periwinkle (Vinca major) (Biskner 1996). The habitat had also been subject to herbicide treatments for annual weed eradication associated with City of Santa Barbara Fire Department brush suppression regulations.
The SBCC Oak Woodland and Coastal Bluff Restoration Plan and Management of Sensitive Habitat Areas was developed in 1992 resulting from the 1985 Campus LRDP/PWP East Campus policies calling for native habitat restoration. The boundary of the East Campus restoration area was defined by a group of expert botanists and ecologists, including SBCC Biological Sciences staff and consultants. The East Campus Restoration area was drawn to include only areas "where native oaks naturally occur," and was coincident with the 1985 PWP East Campus “Oak Scrub Woodland” Sensitive Habitat boundary with one important exception: the row of blue gum eucalyptus trees adjacent and north of the Humanities Building were excluded. The SBCC PWP, however, was not revised to incorporate revisions to the East Campus Sensitive Habitat that eliminated the row of eucalyptus trees adjacent to the Humanities Building.

Given the substantial evidence that indicates the inclusion of the blue gum eucalyptus trees in the 1985 LRDP/PWP East Campus Southern Oak Woodland Sensitive Habitat Area was in error, the College proposes to amend the PWP Map to eliminate the this area adjacent and north of the Humanities Building. This amendment is based on the results of all casual observations and systematic studies completed by professional biologists over the past 40 years indicating that these trees do not contribute to the Southern Oak Woodland Sensitive Habitat values. The revised East Campus Southern Oak Woodland Sensitive Habitat Area supports coast live oak and related understory that have been subject to the College restoration efforts.

**As-Built Outdoor Art Workshop Area, 1994**

Development of the As-Built Outdoor Art Workshop Area in 1994 removed five blue gum eucalyptus trees. The location of the trees, however, is outside of the proposed East Campus Southern Oak Woodland Sensitive Habitat Area as defined above, based on substantial technical evidence provided by SBCC Professor Emeritus Al Flinck (personal communication 2012), and analyses conducted by Dudek ornithologist Dave Compton (Dudek 2012a) that the trees did not contribute to the biological value of the surrounding Oak Woodland Habitat.

*Therefore, the As-Built Outdoor Art Workshop Area expansion constructed in 1994 did not result in direct impacts to the East Campus Southern Oak Woodland Sensitive Habitat Area; the proposed PWPA amendment is consistent with LRDP Policy 1.1.*

**Proposed As-Built Outdoor Art Workshop Area Renovations**

As identified in this PWPA, the As-Built Outdoor Art Workshop Area Renovations including a new shed-style room and a 170-s.f. darkroom and 210-s.f. equipment storage combined structure would occur completely within the As-Built 1994 Outdoor Art Workshop Area.

*Therefore, this proposed development is consistent with LRDP Policy 1.1 Sensitive Habitats, as the all construction would occur outside of the proposed East Campus Southern Oak Woodland Sensitive Habitat.*

An area equaling 0.34 acres falls within a 100-foot buffer area extending to the north of the proposed Outdoor Art Workshop Area footprint within the proposed East Campus Southern Oak Woodland Sensitive Habitat, as mapped by Dudek (2013a) (see Figure 12). Although the 0.34 acres has limited biological value due to its isolation from surrounding southern oak
woodland sensitive habitat, this encroachment represents a potential significant indirect impact resulting from construction activities over the 4-month period. No increases to the long-term indirect effect on the adjacent 0.34 acres of Southern Oak Woodland Sensitive Habitat would occur, as the proposed renovations would not result in any intensification of existing College Art Department programs.

The College proposes to address this temporary indirect impact by providing restoration of 1.02 areas within the Southern Oak Woodland Sensitive Habitat (Dudek 2013a). The replanting of coast live oak trees within 0.49 acres and oak woodland understory vegetation throughout 0.53 acres represents a ratio of 3 to 1 restored acreage to indirectly impacted acreage (see Figure 13).

This would reduce this impact on biological resources to less than significant and ensure consistency with policy LRDP Policy 1.1.

The College has completed a CCC protocol-level winter raptor survey (Dudek 2013b) that analyzed the presence of these sensitive species within a 500-foot distance from the proposed As-Built Outdoor Art Workshop Area Renovation development footprint. Two raptor species were recorded coinciding with the early breeding season for many raptor species in the region: Cooper’s hawk; and red-tailed hawk. Cooper’s hawk pairing behavior and nest building were observed within the western extreme of the 500-foot buffer, approximately 325 feet from the As-Built Outdoor Art Workshop Renovations Area footprint in the East Campus Southern Oak Woodland Sensitive Habitat, and flying and perching were identified within the 100-foot buffer of the Outdoor Art Workshop Improvement Area and within the eucalyptus blue gum tree row adjacent to the existing development. The red-tailed hawk was detected only once within the 500-foot buffer, when it was briefly seen over the edge of the buffer. The lack of raptor observations prior to the third survey suggests that the East Campus Southern Oak Woodland Sensitive Habitat as proposed in PWPA 2-2012 is not heavily used by wintering raptors. The East Campus Southern Oak Woodland Sensitive Habitat is suitable nesting habitat for Cooper’s hawk, but at a substantial distance from the As-Built Outdoor Art Workshop Renovations Area footprint. 1. Raptor habitat is present in the East Campus Southern Oak Woodland Sensitive Habitat, but that this habitat is relatively poor in the portion closest to the As-Built Outdoor Art Workshop Area.

The proposed As-Built Outdoor Art Workshop Renovations would therefore not adversely impact raptor use of the East Campus Southern Oak Woodland Sensitive Habitat as proposed in PWPA 2-2012, and would be consistent with LRDP Policy 1.1 Sensitive Habitats.

**LRDP Section 2.1.3 Biological Resources Restoration Goals:**

1. Remove exotic species, including Eucalyptus, Fraxinus, and Carpobrotus species.

And

3. Identify and remove exotic non-native species. Begin eradication with most invasive exotics.

Exotics identified include Blue Gum Eucalyptus (Eucalyptus globulus), Ice Plant (Carpobrotus spp), Castor Bean (Ricinus communis), Fennel (Foeniculum vulgare), Mustard (Brassica spp), Wild Radish (Raphanus sativus), Cheeseweed (Malva spp), Victorian Box Pittosporum
(Pittosporum undulatum), Caesalpinia, vinc a (Vinca major), unidentified thistle, and American elm (U lmus americana).

The As-Built Outdoor Art Workshop expansion in 1994 is consistent with LRDP Policy 2.1.3, as only exotic species include blue gum eucalyptus were removed. No East Campus Southern Oak Tree sensitive habitat was impacted. The College proposes to address this temporary indirect impact by providing restoration of 1.02 acres within the Southern Oak Woodland Sensitive Habitat (Dudek 2013a). The replanting of coast live oak trees within 0.49 acres and oak woodland understory vegetation throughout 0.53 acres represents a ratio of 3 to 1 restored acreage to indirectly impacted acreage. This would ensure consistency with policy LRDP Section 2.1.3.

LDRP Policy 2.1 Geology and Soils

New development will be designed and sited to minimize risks to life and property, to assure structural integrity, and to avoid erosion, geologic instability or destruction of the site.

Soils

a) Prior to the siting and structural design of any facility on either East or West Campus, soils analysis, including boring samples will be undertaken by qualified soils engineers. Based upon the results of the analysis, the soils engineer will prepare a report with recommendations for designing building foundations and minimizing soil erosion both during and after construction.

If construction is to occur over the rainy season, the report shall also identify temporary erosion control measures such as berms and appropriate locating and covering of stockpiled soils, to minimize erosion of and from the site.

Post-construction maintenance will include the provision of positive drainage systems following, to the extent possible, the natural drainage patterns of the campus.

The recommendations of the soils engineering report will be incorporated into the design, construction, and post-construction site maintenance of projects.

Revegetation for Erosion

b) Revegetation (landscaping) of the project site will be accomplished according to a landscape plan relying on drought tolerant vegetation to hold soils in place. The plan will be prepared by a licensed landscape architect with professional experience in drought tolerant material landscaping (the Plan and its implementation will be done in accordance with the recommendations contained in the Technical Appendix of the original LRDP).

The prepared Plan will be reviewed by a qualified botanist. The Plan will be prepared and approved concurrently with the construction drawings and its implementation will begin at the earliest practical point of project construction.

Geologic Stability

c) Projects will be designed to sustain impacts and minimize damage to life and property from the maximum credible earthquake which could impact the building site.
Consistent with LRDP Policy. The extent of grading associated with the Humanities Building Modernization Phase 2 Project is extremely limited.

Outdoor Art Workshop Area

Grading for the As-Built Outdoor Art Workshop Area in 1994 is estimated to have been 275 cubic yards (7,500 cubic feet), including footings for the additional new retaining walls.

The renovation of the As-Built Outdoor Art Workshop Area roof requires a total of 28 new columns, some requiring tie beams. Excavations for the 3- and 4-foot diameter concrete caissons would extend 11.5 feet below finished grade, and grade beams at select locations would extend to a depth of 2.5 feet below finish grade. The collocated (sharing a wall) 170-s.f. darkroom and 210-s.f. equipment storage structure within the As-Built Outdoor Art Workshop footprint would require foundation excavations 2 feet deep. A 135 X 12-foot area on the north side of the Humanities Building currently covered with concrete would be removed and replaced. A total of 2,560 square feet of existing concrete pavement, estimated at 4-inches thick, equaling 32 cubic yards (CY), would be demolished and removed. The project contractor would comply with City of Santa Barbara construction and demolition waste guidelines as defined in City of Santa Barbara Municipal Code (SBMC) Chapter 7.18, Unscheduled Collection Chapter Regulations (October 23, 2007), that require the removed cement be hauled to a City Certified Recycling Facility.

Storage Area Addition

The 755 s.f., 14.75-foot high As-Built Storage Area Addition was constructed within the previously graded and paved area exterior to the original Humanities Building, at a 74.50 ASL. Grading was limited to excavation of 18-inch deep foundations for the 130-foot perimeter footing, approximately 7 cubic yards (200 cubic feet). Ornamental shrubbery along the eastern base of the Humanities Building was removed.

Demolition of the As-Built Storage Area Addition would result in removal of 7 cubic yards (200 cubic feet) of building materials, and a worst-case regarding of new perimeter foundations equaling approximately 7 cubic yards (200 cubic feet). Excavations 2.5 feet deep are associated with proposed foundations.

Best available erosion and sediment control measures shall be implemented during grading and construction, such as the use of sediment basins, gravel bags, silt fences, geo-bags or gravel and geotextile fabric berms, erosion control blankets, coir rolls, jute net and straw bales. Drainage channel inlets shall be protected from sediment-laden waters by use of inlet protection devices such as gravel bag barriers, filter fabric fences, block and gravel filters, and excavated inlet sediment traps. Sediment control measures shall be maintained for the duration of the grading period and until graded areas have been stabilized by structures, long-term erosion control measures, or landscaping. Stabilized project site construction entrances shall be installed to prevent sediment from being tracked off of the construction site. Stabilizing measures shall include but not be limited to the use of gravel pads, steel rumble plates, temporary paving, etc. Any sediment or other materials tracked off site shall be removed the same day as they are deposited, without the use of water washing. All graded areas outside of proposed structural footprints shall be vegetated within two (2) weeks of grading completion in those areas, unless
it is demonstrated that landscaping would preclude access to adjacent construction activities. 
These measures would substantially minimize sediment and other non-point construction activity pollutant transport in stormwater runoff.

The proposed improvements, including renovations to the existing As-Built Outdoor Art Workshop Area roof, ensure that the Humanities Building components conform with all existing building and safety standards. Project plans have been reviewed and approved by the California Division of the State Architect.

LRDP Policy 2.4 Archaeological Resources

Arch 1 In matters relating to the mitigation of project impacts upon Native American cultural resources, a City qualified archaeologist should be retained, who shall perform the appropriate and required procedures under CEQA and the Archaeological Resources Protection Act and implementing regulations (43CFR Part 7), CEQA Section 15064.5 and Public Resources Code Section 5097.98.

2.4.5 Archaeological Resources

Arch 1 In matters relating to the mitigation of project impacts upon Native American cultural resources, a City qualified archaeologist should be retained, who shall perform the appropriate and required procedures under CEQA and the Archaeological Resources Protection Act and implementing regulations (43CFR Part 7), CEQA Section 15064.5 and Public Resources Code Section 5097.98.

Arch 2 Significant adverse impacts to cultural resources shall be avoided whenever feasible. Such activities within areas of the Sensitivity Map are considered to have such potential. Any proposed construction or project related disturbance within designated Medium or High archaeological sensitivity areas shall require a Phase 2 archaeological assessment, if not previously conducted, by a City-qualified archaeologist to determine the significance of any cultural resources within the boundary of the proposed ground disturbance. Avoidance measures shall be implemented in consultation with a qualified archeologist, and include:

a. Placing the area in a permanent conservation easement.

b. Applying construction techniques which avoid contact with the archaeological resource.

c. Capping – according to standard archaeological procedures, may be used in areas where the soils covered will not suffer from serious compaction, the site has been recorded, and the natural processes of deterioration of the site have been effectively arrested.

Arch 4 In the event that unexpected cultural resources are encountered during grading, temporarily redirect construction until a City-qualified archaeologist can evaluate the significance of the find. If resources are of Native American origin, consult local tribal representatives.

Consistent with LRDP Policy.

The Archaeological Resources Element of the approved Campus PWP, Section 2.4, is based on the April 1991 technical report, Archaeological Assessment of the Santa Barbara City College Long Range Development Plan, Santa Barbara California, prepared by Loren Santoro and A. George Toren, ERC Environmental and Energy Services Co. (ERCE 1991). This study, prepared
by professional archaeologists, included background research and a systematic survey of all ground surfaces within the Campus to determine the location of recorded cultural resources. It also included a review of grading plans associated with prior Campus development to determine the extent that land forms, including those on which archaeological resources had been previously recorded, had been disturbed and redepósited.

The report determined that prehistoric archaeological site CA-SBA-30 was located within the existing Humanities Building footprint and immediate vicinity. This was a portion of the Chumash village Mispa. Although excavations at the site were completed by David Banks Rogers in 1932, and SBCC field classes between 1970 and 1973, no reports were prepared, such that the location of investigations relative to the existing Humanities Building were unclear as identified in the Archaeological Assessment of the Santa Barbara City College Long Range Development Plan.

Current SBCC Anthropology Department Professor Phyllisa Eisenraut and Adjunct Instructor Mark Sanders carefully reviewed SBCC field class excavation notes that were completed under the direction of former SBCC Instructor Dennis Ringer to define more precisely the location of these excavations in 1970, 1971, and 1979 (Mark Sanders, 2012). These excavations occurred in five distinct excavation seasons by a number of SBCC students. A single surveyed map remains from the time of the excavations, a topographical map commissioned from 1973. This map shows a portion of the excavation that lay within CA-SBA-30 area ‘C,’ though the map shows only an outline of the final stages of the 1973 excavation, and neither the previous seasons excavations, nor the individual EU’s which lay within. What the map does clearly show, however, is the area within and immediately surrounding the Humanities Building were the areas under investigation, and in which intrusive excavations were conducted. The area information indicated the location of CA-SBA-30 is fragmentary, as many of the field notes were destroyed in a fire, while no systematic mapping protocols were used during the field class excavations. Sanders has determined, however, that the most reasonable representation of CA-SBA-30 covers only the most westerly portions of the Humanities Building, and extends westward throughout the quadrangle north of the Student Services Building (see Figure 11). This depiction of CA-SBA-30 deposits is approximately 200 feet west of the closest disturbance associated with As-Built Outdoor Art Workshop Area constructed in 1994. Sanders characterizes the excavations completed by SBCC field classes as “appearing] to have been both extensive and productive of a large number of items of cultural patrimony associated with the Chumash culture in pre-and proto-historic periods, as well as detailing a significant habitation area.”

Review of grading plans for Campus development associated with preparation of the Campus PWP Archaeological Resources Element indicate that development of the Humanities Building in 1974 impacted CA-SBA-30 deposits; this was corroborated by Dennis Ringer, SBCC Anthropology Instructor. Soils that were excavated were subsequently redeposited throughout the vicinity:

“During construction activities, considerable amounts of soil were removed and redeposited. Spoils from construction of the Humanities building were spread over portions of CA-SBA-30 to the southeast towards the bluff edge overlooking Pershing Park. The spoils were also used in planters and flower beds (Ringer personal
communication). Fill dirt was spread along portions of the bluff over CA-SBA-31 (Ringer personal communication and field observations) and on the football practice field (Knox personal communication; Ringer personal communication)” (ERCE 1991:13).

As part of the assessment of archaeological impacts associated with the As-Built Humanities Building Outdoor Art Workshop area, archaeologist David Stone, RPA (Dudek 2013c) reviewed the grading plans for the original Humanities Building construction, dated September 14, 1972 (Job No. 51-1-32, Sheet C-1, Grading and Utility Plan. Daniel, Mann, Johnson, and Mendenhall). This review confirmed that construction resulted in removal of between 5 and 15 feet of soils, including 5 feet in the Outdoor Workshop Area north of the Humanities Building footprint.

In order to corroborate this location of archaeological site CA-SBA-30 outside of the As-Built Outdoor Art Workshop Area, a systematic, intensive survey of ground surfaces immediate adjacent to the development footprint was conducted by archaeologist David Stone, a specialist in Santa Barbara prehistory with over 30 years professional experience in the Chumash cultural area (Dudek 2013c). Ground surfaces outside of the existing As-Built Outdoor Art Workshop area retaining wall were intensively inspected. A cut slope above the retaining wall provided a vertical exposure of up to several feet that was inspected. Isolated shellfish fragments were identified on the ground surface. The shellfish fragments were not continuous over the surface, with a density of approximately 1 fragment every 10 square meters (900 square feet). No other prehistoric artifacts, including chipped stone tool flakes, ground stone milling implements, or animal bone, was observed. In addition, no soil discoloration indicating the presence of discrete prehistoric activity areas such as hearths or roasting pits were identified in the cut slope. Soils were consistently grayish brown fine sandy loam, consistent with the Conception fine sandy loams that are identified as native to this area (United States Department of Agriculture Soil Conservation Service, 1981). The soils did not contain a high concentration of organic matter and dark gray color associated with an archaeological site “midden,” the characteristic of prehistoric village deposits that are the result of long-term deposition of food remains including shellfish and animal meats such as that described by D.B. Rogers, who originally recorded CA-SBA-30 in the 1920s, and by Sanders’ review of field class excavations. Cultural deposits associated with the historic village of Mispu would undoubtedly have been characterized by a midden soil development.

Intensive inspection of the surface soils adjacent to the existing As-Built Humanities Building Outdoor Art Workshop area did not identify intact deposits associated with CA-SBA-30, the historic village of Mispu. Though sparse prehistoric materials are scattered on the ground surface, they are not sufficiently dense or diverse to suggest that CA-SBA-30 deposits existed in this location. The soils are consistent with native soil descriptions for this area, in contrast to highly organic materials that would be associated with the extensive prehistoric site. The presence of scattered shellfish fragments is expected, given that the nearby CA-SBA-30 deposits were extensively disturbed in 1974 during the original Humanities Building construction. Fill soils resulting from this excavation were spread through this area and to the south, such that sparse evidence of the prehistoric deposit would be expected as a result of fill soil distribution. Professor Eisentrut and Mr. Sanders visited the As-Built Humanities Building Outdoor Art Workshop area with Mr. Stone on November 5, 2012. The two SBCC faculty archaeologists agreed with Mr. Stone’s assessment that the absence of surface cultural artifacts and organic midden soils in the cut slope next to the Humanities Building indicated that CA-SBA-30
deposits are not located within in the vicinity As-Built Humanities Building Outdoor Art Workshop area footprint (Dudek 2013c).

Supplemental, quantitative data was recovered through the excavation of an Extended Phase 1 investigation comprised of five shovel test pits adjacent to the existing, As-Built 1994 Outdoor Art Workshop Area retaining wall (Dudek 2013c). Only evidence of mottled, redeposited soils located within the top 2.3 ft of soils, a result of 1994 grading for the As-Built Outdoor Art Workshop, were identified. Prehistoric cultural remains consisted of low density, small, shellfish fragments of species including Venus clam (Chione sp.) and California mussel (Mytilus californianus). Only a few Monterey chert flakes associated with stone tool resharpening and isolated animal bone fragments were recovered. All of the prehistoric materials were identified in association with modern cultural refuse expected at a construction site (i.e., plastic, asphalt, concrete, and metal rebar and nails). The presence of low-density prehistoric cultural materials located within the 1994 As-Built Outdoor Art Workshop Area vicinity is that they were redeposited during grading of the CA-SBA-30 site along the western perimeter of the 1974 Humanities Building (as reconstructed from detailed analysis of SBCC archaeological field class excavation notes). The presence of sparsely scattered shellfish fragments and only limited stone tool flakes and animal bone fragments within the 1994 As-Built Outdoor Art Workshop Area would be expected, given that the CA-SBA-30 deposits 200 feet away were extensively disturbed in 1974 during the original Humanities Building construction. Fill soils resulting from this excavation were spread throughout the 1994 As-Built Outdoor Art Workshop Area, such that sparse evidence of the prehistoric deposit would be expected as a result of fill soil redistribution.

The sandstone-block retaining wall running along the southern side of the paved access road linking the College to Pershing Park to the north is associated with the historic Thomas Dibblee estate, constructed between 1873 and 1886. This resource is recorded as SBCC-2, and is considered a significant historic resource.

As part of the assessment of archaeological impacts associated with the As-Built Humanities Building Outdoor Art Workshop area, archaeologist David Stone (Dudek 2013c) reviewed the grading plans for the original Humanities Building construction, dated September 14, 1972 (Job No. 51-1-32, Sheet C-1, Grading and Utility Plan. Daniel, Mann, Johnson, and Mendenhall) (Figure 2). These plans clearly identify that 30 linear feet of the “existing stone wall,” the historic-era SBCC-2, was removed to accommodate the outdoor art workshop activity area. This activity was undertaken prior to requirements of California Coastal Commission review, and nearly 20 years before the significance of the association of the wall with the Dibblee Estate was established.

**As-Built Outdoor Art Workshop Area, 1994**

The As-Built Outdoor Art Workshop Area footprint is located within the “Medium Sensitivity Area” as defined in the Archaeological Resources Element of the approved Campus PWP, Section 2.4, is based on the April 1991 technical report, Archaeological Assessment of the Santa Barbara City College Long Range Development Plan, Santa Barbara California, prepared by Loren Santoro and A. George Toren, ERC Environmental and Energy Services Co. (ERCE 1991). The Archaeological Resources Element that a “moderate sensitivity zone is where surface indications are present but research and field inspection indicated heavy disturbance. The area
is defined as extending north of the 1972 Humanities Building footprint low sensitivity zone to the existing access road north of the Humanities Building. The archaeological assessment states "in these areas, intact subsurface deposits are less likely to have survived campus development" (ERCE 1991:23). In this area, monitoring of earth modification by a qualified archaeologist was recommended.

Archaeologist David Stone reviewed the grading plans for the 1994 As-Built Outdoor Art Workshop Area addition (see Figure 3a and 3b) and determined that this expansion included extension of the Outdoor Art Workshop area northward to the current footprint.

No topographic elevations are provided, but the grading would have removed up to 5 feet of soil to be contiguous with the adjacent Humanities Building Workshop area concrete slab constructed in 1974.

Systematic review of As-Built Plans for the Humanities Building Outdoor Art Workshop Area, supplemented by intensive archaeological surface survey and sub-surface excavations and archival research completed by SBCC Anthropology Department faculty, have determined that this development in 1994 resulted in the following:

The development footprint did not contain intact, substantial prehistoric cultural deposits associated with CA-SBA-30, the historic village of Mispu. These cultural deposits were located approximately 200 feet west of the closest disturbance associated with As-Built Outdoor Art Workshop Area. The absence of deposits on cut exposures created in 1974 adjacent to the development area clearly indicates that the expansion of the As-Built Humanities Building Outdoor Art Workshop did not result in any impacts to CA-SBA-30. Therefore, the As-Built facility was consistent with Policy Arch-2, in that all impacts to CA-SBA-30 were avoided. Archaeological excavations carried out by SBCC archaeological field classes in CA-SBA-30 over 200 feet southwest of this development footprint were consistent with the LRDP Policy Arch-2 directive to complete a Phase 2 archaeological assessment within the Humanities Building footprint adjacent and south of the As-Built Humanities Building Outdoor Art Workshop. The fact that no excavations were completed adjacent to the Outdoor Art Workshop indicate that is not required to address potentially significant impacts there, as well as within the Outdoor Art Workshop Area constructed in 1994.

No impacts to SBCC-2, the historic Dibblee Estate retaining wall, have occurred subsequent to the removal of 30 linear feet associated with the original Humanities Building construction in 1994. The historic wall was not impacted by expansion of the As-Built Humanities Building Outdoor Art Workshop in 1994.

**Proposed As-Built Outdoor Art Workshop Area Renovations**

The proposed improvements to the As-Built Outdoor Art Workshop Area would completely occur within previously constructed footprints outside of the CA-SBA-30 site boundary, according to the research conducted for this PWPA. As described above, construction of the 1994 As-Built Outdoor Art Workshop Area resulted in the removal of 5 feet of native soils in the development footprint area. Excavation for proposed replacement Workshop Roof supports would extend up to 11.5 feet below the existing surface; excavations for the darkroom/storage area structure would be 2-feet deep below existing surface. These disturbances would all occur.
within the previously excavated footprint that removed 5 feet of the native landform. No intact or disturbed prehistoric cultural deposits were identified below 5 feet. These excavation results indicate that proposed Outdoor Art Workshop Area excavations would not impact cultural resources. Therefore, no impacts to cultural resources would occur resulting from proposed Humanities Building Phase 2 Renovation improvements.

The proposed development would be consistent with LRDP Policy Arch 1. All proposed ground disturbances would be monitored by a qualified archaeologist. This condition would be listed as a note on all grading plans, ensuring the project's consistency with LRDP Policy 4.

**Storage Building Addition, 1985**

The 1985 As-Built Storage Building Addition area is located within the Low Sensitivity Area. The proposed development would be consistent with LRDP Policy Arch 1. The 750-s.f. As-Built Storage Building Addition area is located within a "low sensitivity zone where no surface indications of cultural materials were found and substantial grading has been documented. This includes areas where previous archaeological investigations indicated that surface artifacts were the result of redeposited cultural material" (ERCE 1991:23). This area is outside of the CA-SBA-30 area identified by SBCC Anthropology Instructor Sanders. No impacts to the cultural resource occurred during construction of the structure in 1985.

**Proposed Storage Building Addition Renovations**

Proposed Storage Building Addition Renovations would occur completely within the "low sensitivity zone where no surface indications of cultural materials were found and substantial grading has been documented. Therefore, this development is consistent with LRDP Policy Arch 1. All proposed ground disturbances would be monitored by a qualified archaeologist. This condition would be listed as a note on all grading plans, ensuring the project's consistency with LRDP Policy 4.

In summary, the As-Built Outdoor Art Workshop Area and Storage Room Addition developments were both consistent with these policies. Based on a review of the SBCC Archaeological Field Class excavations and systematic surveying of the ground surfaces and cut slopes surrounding the area, CA-SBA-30 was located 200 feet northeast of the As-Built Outdoor Art Workshop Area. The As-Built Storage Room Addition was located in a Low Sensitivity Archaeological Area that was previously disturbed during grading of the original Humanities Building in 1974, and was also 200 feet east of the CA-SBA-30 area excavated by SBCC archaeological field classes. Proposed renovations of these two facilities would occur entirely within existing disturbed footprint areas. Policy 4, requiring an archaeologist to monitor ground disturbances, would be listed as a note on all grading plans for the renovation activities, ensuring consistency with this activity.
References


____. 2012. Personal communication.


Flinck, Al. 2012. Personal communication. Professor Emeritus, Santa Barbara City College Biological Sciences Department.


United States Department of Agriculture, Soil Conservation Service. 1981 *Soil Survey of Santa Barbara County, California, South Coastal Part.*
Figure 11a
East Campus Oak Woodland Sensitive Habitat

SOURCE: SMCCL UROP (1985)
Figure 11b
East Campus Oak Woodland Sensitive Habitat
Figure 11c
East Campus Oak Woodland Sensitive Habitat
Figure 12
Outdoor Art Workshop Improvement Area and 100-Foot ESH Buffer
Figure 13
Potential Restoration Areas

- Proposed Oak Woodland Habitat
- Potential Oak Tree Restoration Areas (Total = 0.49 Acres)
- Potential Oak Woodland Understory Restoration Area (4.63 Acres)

SOURCE: SBCC LRDP (1988)
PUBLIC WORKS PLAN AMENDMENT 2-2012

SANTA BARBARA CITY COLLEGE
LONG RANGE DEVELOPMENT PLAN
HUMANITIES BUILDING MODERNIZATION PHASE 2

The following document provides information that demonstrates compliance with the California Coastal Act Section 30605, Public Works or State University or College or Private University Long-Range Land Use Development Plans (LRDP). Santa Barbara City College (College) seeks a Public Works Plan Amendment for the College’s Humanities Building Modernization Project.

1.0 BACKGROUND

On January 10, 2013, the College amended their Long Range Development Plan (LRDP) to include the following:

*Humanities Building Modernization Project, Phase 2*, a remodel providing:

- Construction of a 2,062 square foot (s.f.) Humanities Building Outdoor Art Workshop Area Expansion (completed in 1994 without California Coastal Commission approval);
- Replace the As-Built degraded Outdoor Art Workshop area roof constructed in 1994 with a shed-style metal roof covering the 5,300-s.f. Humanities Building Art Workshop area, extending from the northern façade of the existing Humanities Building;
- Construction of an 170-s.f. darkroom and adjacent 210-s.f. equipment storage structure within the As-Built Outdoor Art Workshop area roof constructed in 1994;
- Construction of a 755 s.f. Humanities Building Outdoor Art Storage Area Expansion (completed in 1985 without California Coastal Commission approval);
- Replacement of the As-Built Humanities Building Outdoor Art Storage Area Expansion with a one-story, 755-s.f. storage facility extending from the eastern façade of the existing Humanities Building and completely within the existing As-Built structural footprint to comply with current building code requirements.

*East Campus Southern Oak Woodland Sensitive Habitat Revision*, providing:

- Modification of the College’s PWP East Campus “Oak Scrub Woodland” Sensitive Habitat (i.e., the “Pershing Park oak woodland habitat”) boundary to make it coincident with the Campus Oak Woodland and Coastal Bluff Restoration Plan and Management of Sensitive Habitat Areas that was developed in 1992 and implemented between 1994 and 1996.

2.0 PWPA REQUEST

This PWPA addresses the following remodels and additions to the existing Humanities Building.

2.1 HUMANITIES BUILDING MODERNIZATION, PHASE 2

The existing Humanities Building is over 45 years old and has been subject to several minor modifications over its lifespan. Two of these improvements, the Outdoor Art Workshop Area
Expansion and Storage Area Expansion, were constructed in 1994 and 1985, respectively, without California Coastal Commission review and approval. The College is seeking approval of the As-Built developments and associated renovations to those facilities to comply with current code requirements, as follows:

**Outdoor Art Workshop Area Expansion:** The As-Built development includes a 2,062 s.f. expansion of the Humanities Building Outdoor Art Workshop (Outdoor Studio Space) constructed in 1994 that extends from northward from the original Humanities Building outdoor concrete workshop area. The expanded workshop area allowed for consolidation of existing Art Department program outdoor studio activities that had been in practice since 1976. including: printmaking (etching and silk-screen); ceramics (clay-mixing equipment, gas-fired kiln firing, and shelving); metal casting process equipment (large 'burn-out' kiln, smelting furnace, and sand pit); and welding. No expansion of Art Department programs or enrollment resulted associated with the expanded Outdoor Art Workshop Area. The expanded studio space allowed for a singular, enclosed and secure work area that reduced existing safety hazards associated with kiln and furnace heating, and shock-hazards associated with welding activities.

**Outdoor Art Workshop Area Renovation:** The As-Built Outdoor Art Workshop Area improvements require upgrading to meet current California Division of the State Architect (DSA) standards. The existing Outdoor Art Workshop area roof would be replaced with a shed-style metal roof covering 5,300 s.f. of workshop area, extending northward from the northern façade of the existing Humanities Building. A 170 s.f. darkroom and adjacent 210 s.f. equipment storage combined structure would be constructed within the As-Built 1994 Outdoor Art Workshop Area. No expansion of Art Department programs or enrollment would result associated with the expanded Outdoor Art Workshop Area.

**Humanities Building Storage Area Addition:** The As-Built development includes a one-story, 755 s.f. storage area expansion constructed in 1985 that extends from the eastern façade of the existing Humanities Building. The additional storage area allowed was required to accommodate existing Art Department program outdoor studio activities that had been in practice since 1976.

**Humanities Building Storage Area Renovation:** The existing Humanities Building Storage Area Addition would be demolished and rebuilt within the existing 755 s.f. footprint, incorporating contemporary building code requirements. No expansion of Art Department programs or enrollment would result associated with the upgraded Storage Area Addition.

The Humanities Building Modernization Project was subject to a Categorical Exemption under California Environmental Quality Act Guidelines Section 15301(1) Existing Facilities, adopted by the College Board of Trustees on February 23, 2012.

**Building Specifications**

The Humanities Building gross area of 43,765 s.f., including a 2,070 s.f. elevator tower that is currently under construction (PWPA and NOID 1-2012), would be subject to additions totaling 3,197 s.f.:

**Outdoor Art Workshop Area**

• A 170-s.f. darkroom and 210-s.f. equipment storage combined structure. The proposed improvements would occur completely within the As-Built 1994 Outdoor Art Workshop Area.

• Construction of a replacement shed-style metal roof between 10'-5" and 13'-5" high covering the original and As-Built 5,300-s.f. Outdoor Art Workshop Area, extending northward from the northern façade of the existing Humanities Building.

**Storage Area Addition**


- Demolition and reconstruction of the 755-s.f. Storage Area Addition located entirely within the existing development footprint.

**Grading and Demolition**

The Humanities Building Modernization, Phase 2 would require the following site preparation and existing facility demolition:

**Outdoor Art Workshop Area**

- The 2,062 s.f. As-Built expansion of the Humanities Building Outdoor Art Workshop Area resulted in grading of adjacent topography between 76 and 80 feet above sea level (ASL) to the finished floor of the original Humanities Building exterior area at 74.50 ASL. Therefore, grading is estimated to be 275 cubic yards (7,500 cubic feet), including footings for the additional new retaining walls. The As-Built Outdoor Art Workshop Area retaining wall was tied into the terminus of the historic sandstone wall adjacent to paved northerly access road, but no removal of the sandstone wall was required. The As-Built expansion resulted in the removal of five blue gum eucalyptus trees.

- The renovation of the As-Built Outdoor Art Workshop Area roof requires a total of 28 new columns, some requiring tie beams. Excavations for the 3- and 4- foot diameter concrete caissons would extend 11.5 feet below finished grade, and grade beams at select locations would extend to a depth of 2.5 feet below finish grade. The collocated (sharing a wall) 170-s.f. darkroom and 210-s.f. equipment storage structure within the As-Built Outdoor Art Workshop footprint would require foundation excavations 2 feet deep. A 135 X 12-foot area on the north side of the Humanities Building currently covered with concrete would be removed and replaced. A total of 2,560 square feet of existing concrete pavement, estimated at 4-inches thick, equaling 32 cubic yards (CY), would be demolished and removed. Assuming a conservative estimate of 10 CY per haul dump truck, this would require 3 dump truck export trips. The project contractor would comply with City of Santa Barbara construction and demolition waste guidelines as defined in City of Santa Barbara Municipal Code (SBMC) Chapter 7.18, Unscheduled Collection Chapter Regulations (October 23, 2007), that require the removed cement be hauled to a City Certified Recycling Facility. No existing Outdoor Art Workshop Area retaining walls would be impacted, and no impact to the historic sandstone wall adjacent to paved northerly access road would occur.
**Storage Area Addition**

- The 755 s.f., 14.75-foot high As-Built Storage Area Addition was constructed within the previously graded and paved area exterior to the original Humanities Building, at a 74.50 ASL. Grading was limited to excavation of 18-inch deep foundations for the 130-foot perimeter footing, approximately 7 cubic yards (200 cubic feet). Ornamental shrubbery along the eastern base of the Humanities Building was removed.

- Demolition of the As-Built Storage Area Addition would result in removal of 7 cubic yards (200 cubic feet) of building materials, and a worst-case regarding of new perimeter foundations equaling approximately 7 cubic yards (200 cubic feet). Excavations 2.5 feet deep are associated with proposed foundations.

**Drainage**

Drainage from the As-Built Outdoor Art Workshop Area and Storage Area Addition structural development was directed to existing storm drains constructed with the original Humanities Building in 1974; no new drainage infrastructure was required to support these As-Built improvements.

Drainage from the renovation of the As-Built facilities also would be tied into the existing storm drain infrastructure.

**Structural Materials**

**Outdoor Art Workshop Area**

The exterior of the As-Built Outdoor Art Workshop Area facility is chain-link fence, with the perimeter reinforced concrete retaining walls constructed with granular backfill, waterproofed, and tied into the foundation drain system. The roof is corrugated metal. Proposed renovations include 28 new concrete columns that would support a new shed-style metal roof. The perimeter fence would remain chain-link, with a sliding metal gate and man door.

**Storage Area Addition**

Storage Area Addition exterior building surfaces would match the existing stucco finish, with aluminum overhead sliding door.

**Landscaping**

No new landscaping was proposed for either As-Built Outdoor Art Workshop Area or Storage Area Addition improvements. A row of drought-tolerant, evergreen shrubs (Noel’s grevellia) would be planted on the east facade of the reconstructed Storage Area Addition.

**Utilities and Lighting**

**Sewer:** No new sewer capacity was required for either the As-Built Outdoor Art Workshop Area or Storage Area Addition improvements, as they did not increase Art Department program activities or enrollment existing at that time. Proposed renovations to those facilities would also not increase Art Department program activities or enrollment, such that no sewer improvements are required.

**Water:** No new domestic water capacity was required for either the As-Built Outdoor Art Workshop Area or Storage Area Addition improvements, as they did not increase Art Department program activities or enrollment existing at that time.
Department program activities or enrollment existing at that time. Proposed renovations to those facilities would also not increase Art Department program activities or enrollment, such that no sewer improvements are required.

**Stormwater:** A 34-inch square catch basin was constructed in the concrete slab associated with the As-Built Outdoor Art Workshop Area that was connected into the existing storm drain system constructed in 1974. The new catch basin was identical to an existing catch basin located within the original Humanities Building exterior concrete slab area. No additional upgrades to the stormwater system are proposed as part of renovations to the As-Built Outdoor Art Workshop Area.

**Other:** No expanded capacity of other utilities including electricity and natural gas were required for either the As-Built Outdoor Art Workshop Area or Storage Area Addition improvements, as they did not increase Art Department program activities or enrollment existing at that time. Proposed renovations to those facilities would also not increase Art Department program activities or enrollment, such that no electricity and natural gas improvements are required.

**Schedule**

Construction would occur over a 4-month period, beginning approximately in June, 2013.

2.2.1 **PROJECT CONSISTENCY WITH THE POLICIES AND PROVISIONS OF THE COASTAL ACT**

**Section 30211, Development Not to Interfere With Coastal Access**

The proposed PWPA Component is *consistent* with this policy. Coastal access to the Humanities Building on the SBCC East Campus was not affected by the As-Built (1994) Outdoor Art Workshop Area or (1985) Storage Area Addition improvements, as they were located within the developed Campus boundaries. As-Built development and proposed renovations to both facilities within these footprints would also not affect coastal access, including existing public coastal access along Cabrillo Boulevard and the City Waterfront.

**Section 30212, Public Access From New Development Projects**

The proposed PWPA Component is *consistent* with this policy. Public access to the Humanities Building would not be affected by proposed improvements. The Humanities Building As-Built (1994) Outdoor Art Workshop Area and (1985) Storage Area Addition improvements were be constructed on the SBCC East Campus and were linked to existing vehicular, bicycle, and pedestrian routes extending to Cabrillo Boulevard and the City Waterfront. Proposed renovations to both facilities within these footprints would continue to be linked to existing vehicular, bicycle, and pedestrian routes extending to Cabrillo Boulevard and the City Waterfront.

**Section 30231, Biological Productivity, Water Quality**

The biological productivity and the quality of coastal waters, streams, wetlands, estuaries, and lakes shall appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained and, where feasible, restored through, among other means, minimizing adverse effects of waste water discharges and entrainment, controlling runoff, preventing depletion of
groundwater supplies, and encouraging waste water reclamation, maintaining natural vegetation buffer
areas that protect riparian habitats, and minimizing alternation of natural streams.

The proposed PWPA Component is consistent with this policy. LRDP Policies 2.1(a) and (b) would address potentially significant impacts on erosion.

"If construction is to occur over the rainy season, the report shall also identify temporary
erosion control measures such as berms and appropriate locating and covering of
stockpiled soils, to minimize erosion of and from the site.

Post-construction maintenance would include the provision of positive drainage
systems following, to the extent possible, the natural drainage patterns of the campus."

The extent of grading associated with the Humanities Building Modernization Phase 2 Project is
extremely limited. Grading for the As-Built Outdoor Art Workshop Area in 1994 is estimated to
have been 275 cubic yards (7,500 cubic feet), including footings for the additional new retaining
walls. A total of 855 cubic yards (CY) of cement would be demolished and be exported to a City
of Santa Barbara Certified Recycling Facility resulting from the proposed renovation of the As-
Built Outdoor Art Workshop Area.

Grading for the As-Built Storage Area Addition was limited to excavation of 18-inch deep
foundations for the 130-foot perimeter footing, approximately 7 cubic yards (200 cubic feet). Demolition of the As-Built Storage Area Addition would result in removal of 7 cubic yards (200
cubic feet) of building materials, and a worst-case regarding of new perimeter foundations
equaling approximately 7 cubic yards (200 cubic feet).

Best available erosion and sediment control measures shall be implemented during grading and
construction, such as the use of sediment basins, gravel bags, silt fences, geo-bags or gravel and
gotextile fabric berms, erosion control blankets, coir rolls, jute net and straw bales. Drainage
channel inlets shall be protected from sediment-laden waters by use of inlet protection devices
such as gravel bag barriers, filter fabric fences, block and gravel filters, and excavated inlet
sediment traps. Sediment control measures shall be maintained for the duration of the grading
period and until graded areas have been stabilized by structures, long-term erosion control
measures, or landscaping. Stabilized project site construction entrances shall be installed to
prevent sediment from being tracked off of the construction site. Stabilizing measures shall
include but not be limited to the use of gravel pads, steel rumble plates, temporary paving, etc.
Any sediment or other materials tracked off site shall be removed the same day as they are
deposited, without the use of water washing. All graded areas outside of proposed structural
footprints shall be vegetated within two (2) weeks of grading completion in those areas, unless
it is demonstrated that landscaping would preclude access to adjacent construction activities.
These measures would substantially minimize sediment and other non-point construction
activity pollutant transport in stormwater runoff.

Section 30240, Environmentally Sensitive Habitats, Adjacent Developments

(a) Environmentally sensitive habitat areas shall be protected against any significant disruption of
habitat values, and only uses dependent on such resources shall be allowed within such areas.

(b) Development in areas adjacent to environmentally sensitive habitat areas and parks and recreation
areas shall be sited and designed to prevent impacts which would significantly degrade such areas, and
shall be compatible with the continuance of such habitat areas.

The proposed project is consistent with these policies.
The proposed project is *consistent* with LRDP Policy 1.1.

"Environmentally sensitive campus habitats will be protected against significant disruption of habitat values through all of the following:

a) No development will occur within:
   2) the Pershing Park oak woodland habitat.

b) Development is defined as any solid material placed or erected on the existing landform including roads, wells, fences, and flood control. Development includes grading.

c) Utility lines (water, sewer, gas, electric) may be permitted if no other less environmentally damaging route is feasible and the lines are placed underground and impacts to the habitat are mitigated to the maximum extent feasible. Where necessary, mitigation will include a habitat restoration program prepared by a qualified biologist for the area disturbed by construction."

**Redesignation of the East Campus “Oak Scrub Woodland” Sensitive Habitat Boundary**

The proposed PWPA includes modifying the boundary of the LRDP/PWP East Campus “Oak Scrub Woodland” Sensitive Habitat (i.e., the “Pershing Park oak woodland habitat”) boundary to make it coincident with the Campus Oak Woodland and Coastal Bluff Restoration Plan and Management of Sensitive Habitat Areas that was developed in 1992 and implemented between 1994 and 1996. The discussion below provides the scientific basis for this action.

An evaluation of the blue gum eucalyptus tree habitat within which these trees were removed was conducted by a qualified ornithologist Dave Compton in October, 2012 (Dudek 2012a). This analysis identified the following:

The original 1985 Campus LRDP/PWP East Campus “Oak Scrub Woodland” Sensitive Habitat boundary that has been maintained in all subsequent LRDP/PWP updates was defined to follow the outline of the vegetation tree canopy existing at that time between the developed Pershing Park to the north and the SBCC Campus at the edge of the Humanities Building. The map of the tree canopy was generally designated by a review of the available aerial photography by George Girvin, the landscape architect retained by the College to prepare the sensitive habitat maps (personal communication, George Girvin, 2012). No biological studies, however, were completed in support of the East Campus Southern Oak Woodland designation, including the inclusion of the row of blue gum eucalyptus trees located immediately north of the Humanities Building. Unlike the detailed description of biological resources located within the West Campus Oak Woodland Sensitive Habitat, biological resources within the designated East Campus “Oak Scrub Woodland” Sensitive Habitat area, including flora and fauna, were not defined; therefore, no justification was provided for the inclusion of the row of blue gum eucalyptus trees.

Substantial evidence exists to indicate, however, that the row of blue gum eucalyptus trees north of the Humanities Building did not exhibit the requisite biological value justifying their inclusion in the East Campus Oak Scrub Woodland” Sensitive Habitat. Specifically, no observations of raptor nesting or Monarch butterfly roosting activity, the key potential biological habitat values that can be provided by tall blue gum eucalyptus trees, are recorded for the area north of the Humanities Building. SBCC Biological Sciences faculty conducted countless site surveys with students before and after development of the 1992 Oak Woodland
and Coastal Bluff Restoration Plan and Management of Sensitive Habitat Areas (i.e., prior to construction of the Humanities Building Outdoor Workshop Area in 1994). According to Al Flinck, SBCC Biological Sciences Professor, no raptor nesting or Monarch butterfly roosting activity was ever experienced in these trees over the 30 years he taught at the College (personal communication, Al Flinck 2012).

No systematic biological assessment of the habitat values associated with the row of blue gum eucalyptus trees located adjacent to the SBCC Humanities Building was completed before five of the specimens were removed in 1994. SBCC Biological Sciences Professor Emeritus Al Flinck, however, conducted hundreds of site surveys with students in and around this tree area before and after development of the 1992 Oak Woodland and Coastal Bluff Restoration Plan and Management of Sensitive Habitat Areas. According to Professor Flinck, no raptor nesting or Monarch butterfly roosting activity was ever observed in these trees. My assessment conducted in support of the current PWP/NOID, including several site visits and review of historic aerial photos, also failed to identify evidence raptor nesting. The row of blue gum eucalyptus north of the Humanities Building represents poor habitat for raptors, nesting birds in general, and other wildlife, due to the high level of surrounding human disturbance adjacent to the original classroom structure. Correspondence with SBCC Art Department Chairman Ed Inks (Inks 2012), who instructed art workshop classes beginning before the Outdoor Art Workshop Area expansion in 1994, indicates that the outdoor area adjacent to the Humanities Building was used as a sculpture workshop prior to issuance of the 1985 LRDP/PWP, contributing to a high level of disturbance in the area of the eucalyptus row that made its designation as environmentally sensitive habitat inappropriate.

Background research on the use of the outdoor are north of the Humanities Building since its construction in 1974 indicates that intensive art workshop activities substantially diminished the value of the row of blue gum eucalyptus trees for wildlife, particularly raptors. Subsequent to construction of the Humanities Building in 1974, Outdoor Art Workshop Area activities were conducted outdoors and north of the Humanities Building, in the vicinity of the blue gum tree row. According to SBCC Art Department Professor Ed Inks (Inks 2012), these outdoor activities included printmaking, operation of four ceramics kilns, and welding and metal-casting processes. These activities undertaken at this time are shown in the “Existing Plan” associated with the future Outdoor Art Workshop Expansion, most likely prepared in 1992 or 1993. A review of historic aerial photos, beginning in 1979 indicates that ceramics kilns were located approximately 30 feet from the blue gum trees. Metal casting, which included processes in which metals reached temperatures to 2100°F, was conducted approximately the same distance from the trees. Welding was performed on a concrete slab approximately 70 feet to the southeast. Therefore, human disturbance from outdoor art activities from as early as 1979, including human presence in the area and activities involving extreme temperatures from the ceramic kilns, made the blue gum eucalyptus tree area unsuitable for raptor nesting and roosting as well as for a variety of other uses by wildlife.

The value of the Southern Oak Woodland Sensitive Habitat lies in its combination of native oak woodland and a variety of native plants (and some non-native plants) in the shrub and herbaceous layers. Oaks provide nesting habitat for some raptor species (e.g., red-shouldered hawk [Buteo lineatus] and Cooper’s hawk [Accipiter cooperii]), as well as for a variety of other birds, including hummingbirds, woodpeckers, and songbirds. Songbird species such as the California towhee (Melospiza melodia), song sparrow (Melospiza melodia), and orange-crowned warbler (Oreothlypis celata) have the potential to nest in the shrub and herbaceous layers of the
oak woodland understory. Wintering species such as the white-crowned sparrow (Zonotrichia leucophrys) and hermit thrush (Catharus guttatus) also benefit from the cover provided by the undergrowth. These layers also provide ground cover for small mammals and for reptiles such as the western fence lizard (Sceloporus occidentalis), and cover for movement by medium-sized mammals such as the common raccoon (Procyon lotor) and striped skunk (Mephitis mephitis) (Dudek 2012a).

Eucalyptus trees may provide some habitat value for nesting and roosting raptors. When providing relatively undisturbed space, a relatively continuous canopy cover with native trees, and including some understory, they may provide habitat for other wildlife as well. However, the blue gum trees mapped in 1985 within the East Campus Southern Oak Woodland Habitat area provide relatively little to the habitat value of the oak woodland. Based on an assessment by an ornithologist conducted in 2012 that included several site visits and review of historic aerial photos (Dudek, 2012a), this area is considered poor habitat for raptors, nesting birds in general, and other wildlife, due to the high level of human disturbance there, as the trees are immediately adjacent to, and even overhang, the original Humanities Building structure. Also, whether due to allelopathic (toxic) properties of the eucalyptus leaf litter or to the activities of Botta's pocket gophers, virtually no herbaceous layer is present adjacent to the eucalyptus trees. The lack of ground cover limits the value of this habitat for many of the nesting and wintering bird species that occur in the oak woodland, as well as for mammals and reptiles. Finally, the relative isolation of the blue gums from the oak woodland habitat downslope, due to the largely unvegetated slope immediately below the blue gums and the intervening road and retaining walls, further limits the contribution of these trees to the value of the Southern Oak Woodland Habitat for wildlife, including as a movement corridor (Dudek 2012a).

A further illustration of the poor habitat value provided by the blue gum row adjacent to the Humanities Building can be made through a comparison with eucalyptus in and adjacent to the West Campus Southern Oak Woodland and Riparian Habitat area. Eucalyptus growing in Arroyo Hondo on the SBCC West Campus form a large stand and include several trees growing within the closed canopy of the oak woodland, so that oaks and eucalyptus form an extensive, continuous woodland with little human disturbance away from the margins. By contrast, the blue gums in the East Campus Southern Oak Woodland Habitat area are relatively isolated and connected to the oak canopy only along a short border at the west end.

This discussion indicates that the designation of the row of eucalyptus trees within the 1985 College LRDP/PWP East Campus Sensitive Habitat was arbitrary and not based on a systematic biological assessment. The eucalyptus trees have not been observed by SBCC biologists to support raptor nesting or Monarch butterfly roosting, and represent poor biological habitat due to their proximity to the Humanities Building and outdoor Art Department activities undertaken since 1975.

The native component of the oak woodland on West Campus is comprised primarily of coast live oak (Quercus agrifolia). All oak woodland understory including native shrubs was removed in the winter of 1991 and again in the summer of 1992 by College maintenance crews. The understory of the resulting habitat had been degraded by invasive exotics including: Victorian Box Pittosporum (Pittosporum undatatum); Caesalpinia spp., wild radish (Raphanus sativus), mustard (Brassica spp), elms, (Ulmus Americana), unidentified thistle, and periwinkle (Vinca major) (Biskner 1996). The habitat had also been subject to herbicide treatments for annual weed
eradication associated with City of Santa Barbara Fire Department brush suppression regulations.

The SBCC Oak Woodland and Coastal Bluff Restoration Plan and Management of Sensitive Habitat Areas was developed in 1992 resulting from the 1985 Campus LRDP/PWP East Campus policies calling for native habitat restoration. The boundary of the East Campus restoration area was defined by a group of expert botanists and ecologists, including SBCC Biological Sciences staff and consultants. The East Campus Restoration area was drawn to include only areas “where native oaks naturally occur,” and was coincident with the 1985 PWP East Campus “Oak Scrub Woodland” Sensitive Habitat boundary with one important exception: the row of blue gum eucalyptus trees adjacent and north of the Humanities Building were excluded. The SBCC PWP, however, was not revised to incorporate revisions to the East Campus Sensitive Habitat that eliminated the row of eucalyptus trees adjacent to the Humanities Building.

Given the substantial evidence that indicates the inclusion of the blue gum eucalyptus trees in the 1985 LRDP/PWP East Campus Southern Oak Woodland Sensitive Habitat Area was in error, the College proposes to amend the PWP Map to eliminate the this area adjacent and north of the Humanities Building. This amendment is based on the results of all casual observations and systematic studies completed by professional biologists over the past 40 years indicating that these trees do not contribute to the Southern Oak Woodland Sensitive Habitat values. The revised East Campus Southern Oak Woodland Sensitive Habitat Area supports coast live oak and related understory that have been subject to the College restoration efforts.

As-Built Outdoor Art Workshop Area, 1994

Section 30240 (a): Environmentally sensitive habitat areas shall be protected against any significant disruption of habitat values.

Development of the As-Built Outdoor Art Workshop Area in 1994 removed five blue gum eucalyptus trees. The location of the trees, however, is outside of the proposed East Campus Southern Oak Woodland Sensitive Habitat Area as defined above, based on substantial technical evidence provided by SBCC Professor Emeritus Al Flinck (personal communication 2012), and analyses conducted by Dudek ornithologist Dave Compton (Dudek 2012a) that the trees did not contribute to the biological value of the surrounding Oak Woodland Habitat.

Therefore, the As-Built Outdoor Art Workshop Area expansion constructed in 1994 did not result in direct impacts to the East Campus Southern Oak Woodland Sensitive Habitat Area; the proposed PWPA amendment is consistent with Section 30240 (a).

Section 30240 (b) Development in areas adjacent to environmentally sensitive habitat areas and parks and recreation areas shall be sited and designed to prevent impacts which would significantly degrade such areas, and shall be compatible with the continuance of such habitat areas.

In order to determine consistency with Section 30240 (b), Dudek (2012b) prepared an assessment of potential indirect impacts during construction of the As-Built Outdoor Art Workshop Area in 1994 on the surrounding 100 feet of East Campus Southern Oak Woodland Sensitive Habitat Area. The analysis included review of aerial photos from before 1994, and an evaluation of the Oak Woodland Habitat integrity as defined in the Oak Woodland and Coastal Bluff Restoration Plan and Management of Sensitive Habitat Areas, Santa Barbara City College (George Girvin and Associates 1993).
Dudek visited the East Campus Southern Oak Woodland Habitat area on December 5, 2012. Dudek observed and photographed the habitat within 100 feet of the Outdoor Art Workshop Expansion area, recording plant and wildlife species observed within the 100-foot buffer, observations of oak woodland habitat quality in the area (as opposed to the blue gum tree row or developed areas within the East Campus Southern Oak Woodland Habitat area), and notes on habitat suitability for nesting raptors and special-status species. To characterize conditions prior to construction of the Outdoor Art Workshop Expansion in 1994, historical photographs (including aerial photographs) of the oak woodland and available written documentation describing the area Dudek examined, specifically, documents related to restoration efforts in the East Campus Southern Oak Woodland. These efforts began in 1994 as part of the restoration of habitat areas identified in the Campus Oak Woodland and Coastal Bluff Restoration Plan and Management of Sensitive Habitat Areas, Santa Barbara City College (George Girvin and Associates 1993). The restoration began after completion of the Outdoor Art Workshop Expansion construction (personal communication, Allyson Biskner 2012).

Maintenance practices within the East Campus Oak Woodland originating prior to 1993 resulted in degradation of the habitat and the decision to restore the area. These practices resulted from several concerns. Safety concerns over an alleged rape at East Campus in 1980 led to clearing of all underbrush in the oak woodland. Underbrush was again cleared in 1992 (Girvin and Associates 1993). In addition, as noted in the Phase I monitoring report (Biskner 1996), “campus maintenance practices included herbicide application within the East Campus Oak Woodland areas and portions of Chumash Point to keep paths clear of ‘weeds’ . . . to conform with City Fire management regulations.” Fuel management concerns also resulted in “non-selective weed eradication,” mostly through weed-whacking (Biskner 1996). By the beginning of Phase I of the restoration, the East Campus Southern Oak Woodland suffered from degradation from exotic species, “the main offenders being Victorian Box Pittosporum (Pittosporum undulatum), Caesalpina spp., wild radish (Raphanus sativus), mustard (Brassica spp.), elms (Ulmus americana), unidentified thistle, and periwinkle (Vinca major)” (Biskner 1996). The absence of a native understory, and the poor habitat conditions in general, are evident in photographs of the East Campus Southern Oak Woodland included in Girvin and Associates (1993).

Photos provided in the 1993 Oak Woodland and Coastal Bluff Restoration Plan and Management of Sensitive Habitat Areas, Santa Barbara City College (George Girvin and Associates 1993) taken before restoration of the area show that habitat within this section of oak woodland, directly south and within 100 feet of the As-Built Outdoor Art Workshop Area was degraded, and that the understory at this time was comprised of essentially of low-growing herbaceous vegetation. In addition, the 1993 photo shows that the oaks were smaller and would have provided poor habitat for nesting bird species in general, and raptors in particular. The lack of ground cover, the sparse foliage within the trees themselves, and regular human disturbance along both sections of the driveway would have made this area unsuitable for nesting by most bird species.

Nesting by raptors within the strip of oak woodland within 100 feet of the Outdoor Art Workshop Expansion area in 1993–1994 would have been unlikely due to the relatively small size of the trees, the sparsely foliage within the trees, and a high disturbance level along the two segments of driveway that surround the strip. Therefore, it is unlikely that construction resulted in impacts to nesting by raptors in oaks within the 100-foot buffer, regardless of the time of year construction was initiated. Although habitat for nesting birds was evidently poor due to the lack of shrub cover and the sparse foliage within the trees, it is impossible to determine with
certainty whether birds would have nested within the oak woodland within 100 feet of the current Outdoor Art Workshop Expansion area during the 1994 construction. It is likely that, even given the poor habitat conditions and the unsuitability for raptors, some birds nested in the area annually at the time. Some common species in the region, such as Anna’s hummingbird (Calypte anna) and the house finch (Haemorhous mexicanus), are tolerant of human presence and may nest in degraded habitats as occurred within the East Campus Oak Woodland in 1993-1994. Given the duration of construction (three to four months) and that it ended in 1994, construction activities potentially began any time after October 1993 to September 1994. The nesting season for the region is generally regarded as extending from February through August (although some species may begin or conclude nesting activities outside this period). For the purposes of determining potential impacts, it must be assumed that construction began sometime during this period. Therefore, construction potentially affected nesting by native bird species. However, these impacts would have been minor in nature, as relatively few bird species are likely to have nested in the degraded habitat present in the area, and those species would have been common species with a relatively high tolerance of human disturbance.

Removal of habitat adjacent to sensitive habitats such as the East Campus Southern Oak Woodland can potentially reduce the habitat value of the sensitive habitat by removing adjacent foraging habitat or cover for wildlife species inhabiting the sensitive area or eliminating a habitat linkage for wildlife species moving through the area. However, as noted in Dudek (2012a), habitat value within the blue gum tree row adjacent and north of the Humanities Building is, and likely was in 1993-1994, limited by a lack of ground cover and the relative isolation from surrounding habitats. In particular, the 20-foot wide driveway between the blue gum tree row and the oak woodland represents a developed area and not a natural habitat that forms a barrier that would have been somewhat limiting for movement of wildlife species between these areas. Also, as most of the remaining perimeter of the blue gum tree row (to the east and south) was already developed in 1993, wildlife moving through the oak woodland would have had relatively little reason to move through the blue gum tree row to access other habitats. Therefore, the blue gum tree row is unlikely to have contributed to the oak woodland in terms of linkage to other habitats. Finally, as noted in Dudek (2012), the high level of disturbance that already existed adjacent to the blue gum tree row prior to 1993-1994, and even prior to 1985 when that area was included in the designated East Campus Southern Oak Woodland Habitat area, limited the value of that area as habitat for wildlife. Therefore, disturbance also limited any biological value that the area contributed to the oak woodland habitat within 100 feet (Dudek 2012b).

It must be assumed that some level of wildlife movement occurred between the blue gum tree row and the oak woodland within the buffer. Birds, in particular, are highly mobile and travel freely between adjacent habitats, or even between habitats separated by development. However, given the above, permanent impacts to the habitat value of the oak woodland by removal of five blue gum trees and the construction of the Outdoor Art Workshop expansion were likely minor, and less than significant (Dudek 2012b).

Habitat within the oak woodland that lies within 100 feet of the Outdoor Art Workshop expansion is somewhat degraded or limited by virtue of its isolation from nearby oak woodland by the presence of the winding driveway connecting the College and Pershing Park by the open nature of the canopy, by the patchiness of the understory, and by the presence of non-native plant species. In 1993-1994, the period during which the workshop was expanded, habitat was severely degraded due to previous College maintenance practices that ceased in conjunction
with habitat restoration efforts beginning in 1994. Any impacts to biological resources in this area were limited by the poor habitat quality and a high level of human disturbance in the area. In addition, what impacts may have occurred were likely temporary in nature. Therefore, these indirect impacts on biological resources during the short-term construction period were less than significant (Dudek 2012b)

Given the biological analysis provided above, the 1994 As-Built Outdoor Art Workshop expansion is consistent with Section 30240 b) Development in areas adjacent to environmentally sensitive habitat areas and parks and recreation areas shall be sited and designed to prevent impacts which would significantly degrade such areas, and shall be compatible with the continuance of such habitat areas.

As described above, the removal of the invasive blue gum eucalyptus trees associated with construction of the As-Built Outdoor Art Workshop expansion in 1994 is consistent with LRDP Policy 1.1, as no East Campus Southern Oak Tree sensitive habitat was impacted. It is also consistent with LRDP Section 2.1.3 Biological Resources Restoration Goals:

1. Remove exotic species, including Eucalyptus, Fraxinus, and Carpobrotus species.

And

3. Identify and remove exotic non-native species. Begin eradication with most invasive exotics.

Exotics identified include Blue Gum Eucalyptus (Eucalyptus globulus), Ice Plant (Carpobrotus spp), Castor Bean (Ricinus communis), Fennel (Foeniculum vulgare), Mustard (Brassica spp), Wild Radish (Raphanus sativus), Cheeseweed (Malva spp), Victorian Box pittosporum (Pittosporum undulatum), Caesalpinia, vinca (Vinca major), unidentified thistle, and American elm (Ulmus americana).

Proposed As-Built Outdoor Art Workshop Area Renovations

As identified in this PWPA, the As-Built Outdoor Art Workshop Area Renovations including a new shed-style room and a 170-s.f. darkroom and 210-s.f. equipment storage combined structure would occur completely within the As-Built 1994 Outdoor Art Workshop Area. Therefore, this proposed development is consistent with Section 30240 (a): Environmentally sensitive habitat areas shall be protected against any significant disruption of habitat values.

The East Campus Southern Oak Woodland within 100 feet of the As-Built Outdoor Art Workshop Area Renovations extends northward, but is contained for the most part between the hairpin switchback area within the existing access road linking the Campus to Pershing Park. The biological value of this area has been assessed by a qualified ornithologist (Dudek 2012b). This 100-foot buffer extending from the boundaries of the 1994 As-Built Outdoor Art Workshop Area contains relatively little actual oak woodland. Much of the area is occupied by the remaining blue gum tree row to the west, and two segments of the hairpin-shaped switchback, paved driveway that winds down the slope from the Humanities Building to Pershing Park. Oak woodland is limited to an area that is downslope (northwest, north, and northeast) of the workshop area, between the two segments of the driveway hairpin. This strip of woodland varies between approximately 30 and 70 feet in horizontal width and includes five mature coast live oaks of 12 to 20 inches diameter at breast height (dbh). The tree canopy in this area is very open. Several blue elderberry (Sambucus nigra ssp. caerulescens) shrubs are present within the shrub layer. The understory is dense in some places and sparse in other places. It includes some dense growth of giant wild rye (Elymus condensatus) and poison oak (Toxicodendron
diversilobum), and also several smaller toyon, English ivy (Hedera helix), and non-native grasses, including smilo grass (Stypa miliocea). While the canopy within this narrow habitat patch is relatively open, the two 20-foot swaths of pavement bordering this patch further contribute to the openness of the area. The switchback-shaped driveway also provides a relatively high level of disturbance from moderate traffic of pedestrians and cyclists, as well as the occasional electric cart or motor vehicle. Farther west, outside the 100-foot buffer, the switchback provides an additional break in the oak woodland, so that the strip of oak woodland north of the Humanities Building forms a narrow, isolated island of open canopy oak woodland from the core of the East Campus Southern Oak Woodland to the north and west.

Habitat within the oak woodland that lies within 100 feet of the Outdoor Art Workshop expansion is somewhat degraded or limited by virtue of its isolation from nearby oak woodland by the presence of the winding driveway connecting the College and Pershing Park by the open nature of the canopy, by the patchiness of the understory, and by the presence of non-native plant species. Habitat value extending north of the Humanities Building and the As-Built Outdoor Art Workshop Area is limited by a lack of ground cover and the relative isolation from surrounding habitat. In particular, the 20-foot wide driveway between the As-Built Outdoor Art Workshop Area and the oak woodland north and below the driveway represents a developed area and not a natural habitat that forms a barrier that would have been somewhat limiting for movement of wildlife species between these areas.

An area equaling 0.34 acres falls within a 100-foot buffer area extending to the north of the proposed Outdoor Art Workshop Area footprint within the proposed East Campus Southern Oak Woodland Sensitive Habitat, as mapped by Dudek (2013a). Although the 0.34 acres has limited biological value due to its isolation from surrounding southern oak woodland sensitive habitat, this encroachment represents a potential significant indirect impact resulting from construction activities over the 4-month period. No increases to the long-term indirect effect on the adjacent 0.34 acres of Southern Oak Woodland Sensitive Habitat would occur, as the proposed renovations would not result in any intensification of existing College Art Department programs.

The College proposes to address this temporary indirect impact by providing restoration of 1.02 areas within the Southern Oak Woodland Sensitive Habitat (Dudek 2013a). The replanting of coast live oak trees within 0.49 acres and oak woodland understory vegetation throughout 0.53 acres represents a ratio of 3 to 1 restored acreage to indirectly impacted acreage. This would reduce this impact on biological resources to less than significant and ensure consistency with policy Section 30240.

Therefore, this proposed development is consistent with Section 30240 (b): Development in areas adjacent to environmentally sensitive habitat areas and parks and recreation areas shall be sited and designed to prevent impacts which would significantly degrade such areas, and shall be compatible with the continuance of such habitat areas.
Storage Building Addition, 1985

The 1985 As-Built Storage Building Addition area is located outside of the East Campus Southern Oak Woodland Sensitive Habitat as defined in the College LRDP/PWP when constructed, and as proposed for redesignation as part of this PWPA. Therefore, this As-Built development construction is consistent with Section 30240 (a): Environmentally sensitive habitat areas shall be protected against any significant disruption of habitat values.

The 750-s.f. As-Built Storage Building Addition area is located over 100 feet from Southern Oak Woodland habitat located on the north side of the paved access road connecting the Campus to Pershing Park. Therefore, construction of the As-Built Storage Building Addition in 1985 had no adverse effect on the East Campus Southern Oak Woodland Sensitive Habitat. The As-Built Storage Building Addition in 1985 is consistent with Section 30240 (b): Development in areas adjacent to environmentally sensitive habitat areas and parks and recreation areas shall be sited and designed to prevent impacts which would significantly degrade such areas, and shall be compatible with the continuance of such habitat areas.

Proposed Storage Building Addition Renovations

Proposed Storage Building Addition Renovations would occur completely within the As-Built facility footprint, and would be completely outside and substantially distant from the proposed East Campus Oak Woodland Sensitive Habitat Area. Therefore, this development is consistent with Section 30240 (a) and (b).

Section 30244, Archaeological and Paleontological Resources

Where development would adversely impact archaeological or paleontological resources as identified by the State Historic Preservation Officer, reasonable mitigation measures shall be required.

The proposed PWPA Component is consistent with this policy.

Background

The Archaeological Resources Element of the approved Campus PWP, Section 2.4, is based on the April 1991 technical report, Archaeological Assessment of the Santa Barbara City College Long Range Development Plan, Santa Barbara California, prepared by Loren Santoro and A. George Toren, ERC Environmental and Energy Services Co. (ERCE 1991). This study, prepared by professional archaeologists, included background research and a systematic survey of all ground surfaces within the Campus to determine the location of recorded cultural resources. It also included a review of grading plans associated with prior Campus development to determine the extent that land forms, including those on which archaeological resources had been previously recorded, had been disturbed and redeposited.

The report determined that prehistoric archaeological site CA-SBA-30 was located within the existing Humanities Building footprint and immediate vicinity. This was a portion of the Chumash village Mispu. Although excavations at the site were completed by David Banks Rogers in 1932, and SBCC field classes between 1970 and 1973, no reports were prepared, such that the location of investigations relative to the existing Humanities Building were unclear as identified in the Archaeological Assessment of the Santa Barbara City College Long Range Development Plan.

Current SBCC Anthropology Professor Phyllisa Eisentraut and Adjunct Instructor Mark Sanders carefully reviewed SBCC field class excavation notes that were completed under the
direction of former SBCC Instructor Dennis Ringer to define more precisely the location of these excavations in 1970, 1971, and 1979 (Mark Sanders, 2012). These excavations occurred in five distinct excavation seasons by a number of SBCC students. A single surveyed map remains from the time of the excavations, a topographical map commissioned from 1973. This map shows a portion of the excavation that lay within CA-SBA-30 area ‘C,’ though the map shows only an outline of the final stages of the 1973 excavation, and neither the previous seasons excavations, nor the individual EU’s which lay within. What the map does clearly show, however, is the area within and immediately surrounding the Humanities Building were the areas under investigation, and in which intrusive excavations were conducted. The area information indicated the location of CA-SBA-30 is fragmentary, as many of the field notes were destroyed in a fire, while no systematic mapping protocols were used during the field class excavations. Sanders has determined, however, that the most reasonable representation of CA-SBA-30 covers only the most westerly portions of the Humanities Building, and extends westward throughout the quadrangle north of the Student Services Building. This depiction of CA-SBA-30 deposits is approximately 200 feet west of the closest disturbance associated with As-Built Outdoor Art Workshop Area constructed in 1994. Sanders characterizes the excavations completed by SBCC field classes as “appear[ing] to have been both extensive and productive of a large number of items of cultural patrimony associated with the Chumash culture in pre-and proto-historic periods, as well as detailing a significant habitation area.”

Review of grading plans for Campus development associated with preparation of the Campus PWP Archaeological Resources Element indicate that development of the Humanities Building in 1974 impacted CA-SBA-30 deposits; this was corroborated by Dennis Ringer, SBCC Anthropology Instructor. Soils that were excavated were subsequently redeposited throughout the vicinity:

“During construction activities, considerable amounts of soil were removed and redeposited. Spoils from construction of the Humanities building were spread over portions of CA-SBA-30 to the southeast towards the bluff edge overlooking Pershing Park. The spoils were also used in planters and flower beds (Ringer personal communication). Fill dirt was spread along portions of the bluff over CA-SBA-31 (Ringer personal communication and field observations) and on the football practice field (Knox personal communication; Ringer personal communication)” (ERCE 1991:13).

As part of the assessment of archaeological impacts associated with the As-Built Humanities Building Outdoor Art Workshop area, archaeologist David Stone (Dudek 2013b) reviewed the grading plans for the original Humanities Building construction, dated September 14, 1972 (Job No. 51-1-32, Sheet C-1, Grading and Utility Plan. Daniel, Mann, Johnson, and Mendenhall). This review confirmed that construction resulted in removal of between 5 and 15 feet of soils, including 5 feet in the Outdoor Workshop Area north of the Humanities Building footprint.

In order to corroborate this location of archaeological site CA-SBA-30 outside of the As-Built Outdoor Art Workshop Area a systematic, intensive survey of ground surfaces immediate adjacent to the development footprint was conducted by archaeologist David Stone, RPA, with over 3 years professional experience in the Chumash prehistory cultural area (Dudek 2013b). Ground surfaces outside of the existing As-Built Outdoor Art Workshop area retaining wall were intensively inspected. A cut slope above the retaining wall provided a vertical exposure of up to several feet that was inspected. Isolated shellfish fragments were identified on the ground surface. The shellfish fragments were not continuous over the surface, with a density of
approximately 1 fragment every 10 square meters (900 square feet). No other prehistoric artifacts, including chipped stone tool flakes, ground stone milling implements, or animal bone, was observed. In addition, no soil discoloration indicating the presence of discrete prehistoric activity areas such as hearths or roasting pits were identified in the cut slope. Soils were consistently grayish brown fine sandy loam, consistent with the Conception fine sandy loams that are identified as native to this area (United States Department of Agriculture Soil Conservation Service, *Soil Survey of Santa Barbara County, California, South Coastal Part*, 1981). The soils did not contain a high concentration of organic matter and dark gray color associated with an archaeological site “midden,” the characteristic of prehistoric village deposits that are the result of long-term deposition of food remains including shellfish and animal meats such as that described by D.B. Rogers, who originally recorded CA-SBA-30 in the 1920s, and by Sanders’ review of field class excavations. Cultural deposits associated with the historic village of *Mispu* would undoubtedly have been characterized by a midden soil development.

Intensive inspection of the surface soils adjacent to the existing As-Built Humanities Building Outdoor Art Workshop area did not identify intact deposits associated with CA-SBA-30, the historic village of *Mispu*. Though sparse prehistoric materials are scattered on the ground surface, they are not sufficiently dense or diverse to suggest that CA-SBA-30 deposits existed in this location. The soils are consistent with native soil descriptions for this area, in contrast to highly organic materials that would be associated with the extensive prehistoric site. The presence of scattered shellfish fragments is expected, given that the nearby CA-SBA-30 deposits were extensively disturbed in 1974 during the original Humanities Building construction. Fill soils resulting from this excavation were spread through this area and to the south, such that sparse evidence of the prehistoric deposit would be expected as a result of fill soil distribution. Professor Eisenbraut and Mr. Sanders visited the As-Built Humanities Building Outdoor Art Workshop area with Mr. Stone on November 5, 2012. The two SBCC archaeologists agreed with Mr. Stone’s assessment that the absence of surface cultural artifacts and organic midden soils in the cut slope next to the Humanities Building indicated that CA-SBA-30 deposits are not located within in the vicinity As-Built Humanities Building Outdoor Art Workshop area footprint.

The intensive inspection of the surface soils adjacent to the existing Humanities Building Outdoor Art Workshop area did not identify intact deposits associated with CA-SBA-30, the historic village of *Mispu*. Though sparse prehistoric materials are scattered on the ground surface, they are not sufficiently dense or diverse to suggest that CA-SBA-30 deposits existed in this location. The soils are consistent with native soil descriptions for this area, in contrast to highly organic materials that would be associated with the extensive prehistoric site. The presence of scattered shellfish fragments is expected, given that the nearby CA-SBA-30 deposits were extensively disturbed in 1974 during the original Humanities Building construction. Fill soils resulting from this excavation were spread through this area and to the south, such that sparse evidence of the prehistoric deposit would be expected as a result of fill soil distribution.

The sandstone-block retaining wall running along the southern side of the paved access road linking the College to Peshing Park to the north is associated with the historic Thomas Dibblee estate, constructed between 1873 and 1886. This resource is recorded as SBCC-2, and is considered a significant historic resource.

As part of the assessment of archaeological impacts associated with the As-Built Humanities Building Outdoor Art Workshop area, archaeologist David Stone (Dudek 2013b) reviewed the grading plans for the original Humanities Building construction, dated September 14, 1972 (Job
No. 51-1-32, Sheet C-1, Grading and Utility Plan. Daniel, Mann, Johnson, and Mendenhall). These plans clearly identify that 30 linear feet of the “existing stone wall,” the historic-era SBCC-2, was removed to accommodate the outdoor art workshop activity area. This activity was undertaken prior to requirements of California Coastal Commission review, and nearly 20 years before the significance of the association of the wall with the Dibblee Estate was established.

As-Built Outdoor Art Workshop Area, 1994

The As-Built Outdoor Art Workshop Area footprint is located within the “Medium Sensitivity Area” as defined in the Archaeological Resources Element of the approved Campus PWP, Section 2.4, is based on the April 1991 technical report, Archaeological Assessment of the Santa Barbara City College Long Range Development Plan, Santa Barbara California, prepared by Loren Santoro and A. George Toren, ERC Environmental and Energy Services Co. (ERCE 1991). The Archaeological Resources Element that a “moderate sensitivity zone is where surface indications are present but research and field inspection indicated heavy disturbance. The area is defined as extending north of the 1972 Humanities Building footprint low sensitivity zone to the existing access road north of the Humanities Building. The archaeological assessment states “in these areas, intact subsurface deposits are less likely to have survived campus development” (ERCE 1991:23). In this area, monitoring of earth modification by a qualified archaeologist was recommended.

Archaeologist David Stone reviewed the grading plans for the 1994 As-Built Outdoor Art Workshop Area addition (Approved Plans, January 19, 1993, Shannon St. John.) and determined that this expansion included extension of the Outdoor Art Workshop area northward to the current footprint.

No topographic elevations are provided, but the grading would have removed up to 5 feet of soil to be contiguous with the adjacent Humanities Building Workshop area concrete slab constructed in 1974.

Systematic review of As-Built Plans for the Humanities Building Outdoor Art Workshop Area, supplemented by intensive archaeological surface survey and sub-surface excavations and archival research completed by SBCC Anthropology Department faculty, have determined that this development in 1994 resulted in the following:

The development footprint did not contain intact, substantial prehistoric cultural deposits associated with CA-SBA-30, the historic village of Mispur. These cultural deposits were located approximately 200 feet west of the closest disturbance associated with As-Built Outdoor Art Workshop Area. The absence of deposits or cut exposures created in 1974 adjacent to the development area clearly indicates that the expansion of the As-Built Humanities Building Outdoor Art Workshop did not result in any impacts to CA-SBA-30. As suggested by 1991 Archaeological Assessment of the Santa Barbara City College Long Range Development Plan, the cultural resources within this portion of the “moderate archaeological sensitivity zone” is characterized by “heavy disturbance,” such that any “intact subsurface deposits are less likely to have survived campus development.” These development actions, however, were not monitored by a qualified archaeologist, as prescribed by the Campus PWP, Section 2.4, Archaeological Resources Element.

No impacts to SBCC-2, the historic Dibblee Estate retaining wall, have occurred subsequent to the removal of 30 linear feet associated with the original Humanities Building construction in
1994. The historic wall was not impacted by expansion of the As-Built Humanities Building Outdoor Art Workshop in 1994.

**Proposed As-Built Outdoor Art Workshop Area Renovations**

The proposed improvements to the As-Built Outdoor Art Workshop Area would completely occur within previously constructed footprints outside of the CA-SBA-30 site boundary, according to the research conducted for this PWPA. Excavations for new foundations would extend between 2.5 and 11.5 feet below finished grade. A collocated (sharing a wall) 170-s.f. darkroom and 210-s.f. equipment storage structure within the As-Built Outdoor Art Workshop footprint would be constructed, with foundation excavations 2 feet deep. Excavation for proposed replacement Workshop Roof supports would extend up to 11.5 feet below the existing surface; excavations for the darkroom/storage area structure would be 2-feet deep below existing surface. These disturbances would all occur within the previously excavated footprint that removed 5 feet of the native landfill. The Extended Phase 1 archaeological investigations completed by Dudek (2012d) determined that no intact or disturbed prehistoric cultural deposits were identified below 5 feet adjacent to the existing As-Built Outdoor Art Workshop footprint. Therefore, no prehistoric resources are anticipated at depths below the existing As-Built Outdoor Art Workshop finished floor. These excavation results indicate that proposed Outdoor Art Workshop Area excavations would not impact cultural resources.

As described above, the proposed Outdoor Art Workshop Area renovations are located within the “Medium Sensitivity Area” as defined in the Archaeological Resources Element of the approved Campus PWP, Section 2.4. Although the Campus PWP states “in these areas, intact subsurface deposits are less likely to have survived campus development” (ERCE 1991:23), monitoring of earth modification by a qualified archaeologist is recommended. A qualified archaeologist will be retained by the College to monitor all ground disturbances associated with proposed Outdoor Art Workshop Area renovations. This action would ensure consistency with the Campus PWP and Section 30244.

*The proposed development would be consistent with Section 30244.*

**Storage Building Addition, 1985**

The 1985 As-Built Storage Building Addition area is located within the Low Sensitivity Area.

*The proposed development would be consistent with Section 30244.*

The 750-s.f. As-Built Storage Building Addition area is located within a “low sensitivity zone where no surface indications of cultural materials were found and substantial grading has been documented. This includes areas where previous archaeological investigations indicated that surface artifacts were the result of redeposited cultural material” (ERCE 1991:23). This area is outside of the CA-SBA-30 area identified by SBCC Anthropology Instructor Sanders. No impacts to the cultural resource occurred during construction of the structure in 1985.

**Proposed Storage Building Addition Renovations**

Proposed Storage Building Addition Renovations would occur completely within the “low sensitivity zone where no surface indications of cultural materials were found and substantial grading has been documented. The Archaeological Resources Element of the approved Campus PWP, Section 2.4. does not recommend archaeological monitoring of construction in this area. Therefore, this development is consistent with Section 30244.*
2.4.5 Archaeological Resources

Arch 1 In matters relating to the mitigation of project impacts upon Native American cultural resources, a City qualified archaeologist should be retained, who shall perform the appropriate and required procedures under CEQA and the Archaeological Resources Protection Act and implementing regulations (43CFR Part 7), CEQA Section 15064.5 and Public Resources Code Section 5097.98.

Arch 2 Significant adverse impacts to cultural resources shall be avoided whenever feasible. Such activities within areas of the Sensitivity Map are considered to have such potential. Any proposed construction or project related disturbance within designated Medium or High archaeological sensitivity areas shall require a Phase 2 archaeological assessment, if not previously conducted, by a City-qualified archaeologist to determine the significance of any cultural resources within the boundary of the proposed ground disturbance. Avoidance measures shall be implemented in consultation with a qualified archeologist, and include:

a. Placing the area in a permanent conservation easement.

b. Applying construction techniques which avoid contact with the archaeological resource.

c. Capping – according to standard archaeological procedures, may be used in areas where the soils covered will not suffer from serious compaction, the site has been recorded, and the natural processes of deterioration of the site have been effectively arrested.

Arch 4 In the event that unexpected cultural resources are encountered during grading, temporarily redirect construction until a City-qualified archaeologist can evaluate the significance of the find. If resources are of Native American origin, consult local tribal representatives.

The As-Built Outdoor Art Workshop Area and Storage Room Addition developments were both consistent with these policies. Based on a review of the SBCC Archaeological Field Class excavations and systematic surveying of the ground surfaces and cut slopes surrounding the area, CA-SBA-30 was located 200 feet northeast of the As-Built Outdoor Art Workshop Area. The As-Built Storage Room Addition was located in a Low Sensitivity Archaeological Area that was previously disturbed during grading of the original Humanities Building in 1974, and was also 200 feet east of the CA-SBA-30 area excavated by SBCC archaeological field classes. Proposed renovations of these two facilities would occur entirely within existing disturbed footprint areas. Therefore, development of the As-Built Outdoor Art Workshop Area and Storage Room Addition occurred outside of the CA-SBA-30 boundary, and had no impact on archaeological resources.

As described above, proposed ground disturbances related to renovations of the Outdoor Art Workshop Area would be monitored by a qualified archaeologist. Policy 4, a standard condition to address the unlikely identification of archaeological resources during excavation for development renovations, would be listed as a note on all grading plans for the Outdoor Art Workshop Area and Storage Room Addition renovation activities, ensuring consistency with this policy.

Section 30250, Location, Existing Developed Area

The proposed PWPA is consistent with this policy. The As-Built (1994) Outdoor Art Workshop Area and As-Built (1985) Storage Building Additions were located on the College East Campus, adjacent to existing structures and facilities. All existing public facilities including drinking water, wastewater disposal (sewer), electricity, gas, etc. were be available and extended to the
structure. No expanded capacity of other utilities including electricity and natural gas were required for either the As-Built Outdoor Art Workshop Area or Storage Area Addition improvements, as they did not increase Art Department program activities or enrollment existing at that time. Proposed renovations to those facilities would also not increase Art Department program activities or enrollment, such that impacts on public facilities would be less than significant.

Section 30251, Scenic and Visual Qualities

The proposed PWPA is consistent with this policy. The As-Built (1994) Outdoor Art Workshop Area and As-Built (1985) Storage Building Additions were located on the College East Campus, adjacent to existing structures and facilities. The As-Built Outdoor Art Workshop Area and As-Built (1985) Storage Building Additions improvements were compatible and subservient to the existing three-story Humanities Building located on the College East Campus mesa ridgeline. The height and mass of the existing Humanities Building completely screened the Outdoor Art Workshop Area shed roof and the one-story Storage Building Addition from views experienced from the City of Santa Barbara Pershing Park along Castillo Street, east and below the project site. The proposed Outdoor Art Workshop area roof would replace an existing dilapidated structure, and would not represent a new visual feature. The proposed one-story Storage Addition Area would occupy the existing As-Built Footprint on the side of the three-story structure. Therefore, impacts on visual resources would be less than significant.

No public views of the As-Built (1994) Outdoor Art Workshop Area and As-Built (1985) Storage Building Additions as experienced from Cliff Drive exist, as this roadway is over 500 feet away and is recessed over 50 feet below the finished grade of the Humanities Building. Views of the proposed renovations to those facilities from Cliff Drive would be completely screened by intervening Humanities Building.

Section 30252, Protection and Enhancement of Public Access

The proposed PWPA Component is consistent with this policy. No new parking demand was associated with either the As-Built Outdoor Art Workshop Area or Storage Area Addition improvements, as they did not increase Art Department program activities or enrollment existing at that time. Proposed renovations to those facilities would also not increase Art Department program activities or enrollment, such that no impacts on parking would result. The As-Built Outdoor Art Workshop Area or Storage Area Addition improvements had no effect on existing on-campus bicycle and pedestrian paths in the vicinity of the Humanities Building. Proposed renovations to those facilities would not conflict with continued use of alternative modes of transportation to and from campus.

Section 30253, Minimization of Adverse Impacts

The proposed PWPA Component is consistent with this policy. The As-Built Outdoor Art Workshop Area or Storage Area Addition improvements are consistent with LRDP Policy 2.1, approved by the Coastal Commission per certification of the 1988 LRDP.

"New development will be designed and sited to minimize risks to life and property, to assure structural integrity, and to avoid erosion, geologic instability or destruction of the site."
Soils

   a) Prior to the siting and structural design of any facility on either East or West Campus, soils analysis, including boring samples will be undertaken by qualified soils engineers. Based upon the results of the analysis, the soils engineer will prepare a report with recommendations for designing building foundations and minimizing soil erosion both during and after construction.

   If construction is to occur over the rainy season, the report shall also identify temporary erosion control measures such as berms and appropriate locating and covering of stockpiled soils, to minimize erosion of and from the site.

   Post-construction maintenance will include the provision of positive drainage systems following, to the extent possible, the natural drainage patterns of the campus.

   The recommendations of the soils engineering report will be incorporated into the design, construction, and post-construction site maintenance of projects.

Revegetation for Erosion

   b) Revegetation (landscaping) of the project site will be accomplished according to a landscape plan relying on drought tolerant vegetation to hold soils in place. The plan will be prepared by a licensed landscape architect with professional experience in drought tolerant material landscaping (the Plan and its implementation will be done in accordance with the recommendations contained in the Technical Appendix of the original LRDP).

   The prepared Plan will be reviewed by a qualified botanist. The Plan will be prepared and approved concurrently with the construction drawings and its implementation will begin at the earliest practical point of project construction.

Geologic Stability

   c) Projects will be designed to sustain impacts and minimize damage to life and property from the maximum credible earthquake which could impact the building site."
References


__. 2012. Personal communication.


Flinck, Al. 2012. Personal communication. Professor Emeritus, Santa Barbara City College Biological Sciences Department.


AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT

SUBJECT: Resolution No. 41 (2012-13) Authorizing the Issuance of Santa Barbara Community College District (Santa Barbara county, California) Election of 2008 General Obligation Bonds, Series B

DATE
March 28, 2013

ATTACHMENT(S)
42 pages

REASON FOR BOARD CONSIDERATION
☑ ACTION ☐ CONSENT ☐ FIRST READING
☐ INFORMATION ☐ REPORTS

ITEM NUMBER
6.2-f

BACKGROUND:

An Election was held in the Santa Barbara Community College District on June 3, 2008 for the issuance and sale of general obligation bonds of the District for various purposes in the maximum amount of $77,242,012 (the "Measure V"). The District now desires to issue its second series of bonds under Measure V in an amount not-to-exceed $15,000,000.

(a) Bond Resolution. This Resolution authorizes the issuance of general obligation bonds (the "Bonds"). The resolution specifies the basic terms, parameters and forms of the Bonds, and approves the form of the Contract of Purchase and form of Preliminary Official Statement described below. In particular, Section 1 of the Resolution establishes the maximum aggregate principal amount of the Bonds to be issued ($15,000,000). Section 4 of the Resolution states the maximum underwriter’s discount (0.4%) with respect to the Bonds, and authorizes the Bonds to be sold at a negotiated sale to RBC Capital Markets, LLC. The Resolution authorizes only the issuance of current interest bonds.

(b) Form of Contract of Purchase. Pursuant to the Contract of Purchase, RBC Capital Markets, LLC will agree to buy the Bonds from the District. All the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the Bonds, the final execution copy of the Contract of Purchase will be prepared following this form.

(c) Form of Preliminary Official Statement. The Preliminary Official Statement ("POS") is the offering document describing the Bonds which may be distributed to prospective purchasers of the Bonds. The POS discloses information with respect to among other things (i) the proposed uses of proceeds of the Bonds, (ii) the terms of the Bonds (interest rate, redemption terms, etc.), (iii) the bond insurance policy for the Bonds, if any, (iv) the security for repayment of the Bonds (the tax levy), (v) information with respect to the District’s tax base (upon which such ad valorem taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Bonds and the District, and (viii) absence of litigation and other miscellaneous matters expected to be of interest to
prospective purchasers of the Bonds. Following the pricing of the Bonds, a final Official Statement for the Bonds will be prepared, substantially in the form of the POS.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Resolution No. 41 (2012-13) Authorizing the Issuance of Santa Barbara Community College District (Santa Barbara County, California) Election of 2008 General Obligation Bonds, Series B, and Actions Related Thereto.

Administrator Initiating Item: Joe Sullivan, Vice President Business Services
RESOLUTION NO. 41

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SANTA BARBARA COMMUNITY COLLEGE DISTRICT, AUTHORIZING THE ISSUANCE OF SANTA BARBARA COMMUNITY COLLEGE DISTRICT (SANTA BARBARA COUNTY, CALIFORNIA) ELECTION OF 2008 GENERAL OBLIGATION BONDS, SERIES B, AND ACTIONS RELATED THERETO

WHEREAS, a duly called municipal election was held in the Santa Barbara Community College District (the "District"), Santa Barbara County (the "County"), State of California, on June 3, 2008 (the "Election") and thereafter canvassed pursuant to law;

WHEREAS, at the Election there was submitted to and approved by the requisite fifty-five percent or more vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for the various purposes set forth in the ballot submitted to the voters, in the maximum amount not-to-exceed $77,242,012, payable from the levy of an ad valorem tax against the taxable property in the District (the “Authorization”);

WHEREAS, pursuant to the Authorization, on December 11, 2008, the District issued the first series of bonds under the Authorization in an aggregate principal amount of $47,000,000, styled as the Santa Barbara Community College District (Santa Barbara County, California) Election of 2008 General Obligation Bonds, Series A (the “Series A Bonds”)

WHEREAS, at this time this Board of Trustees (the “Board”) has determined that it is necessary and desirable to issue the second series of bonds under the Authorization in an aggregate principal amount not-to-exceed $15,000,000, and to be styled as “Santa Barbara Community College District (Santa Barbara County, California) Election of 2008 General Obligation Bonds, Series B” (the “Bonds”);

WHEREAS, the Board of Supervisors of the County has provided by resolution pursuant to Education Code Section 15140(b) that the District may issue and sell the Bonds on its own behalf;

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Government Code”), the Bonds are authorized to be issued by the District for purposes set forth in the ballot submitted to the voters at the Election;

WHEREAS, this Board desires to authorize the issuance of the Bonds in one series of tax-exempt current interest bonds;

WHEREAS, this Board desires to reappoint certain professionals to provide services related to the issuance of the Bonds; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

Item 6.2-f
3/28/13
NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF TRUSTEES OF THE SANTA BARBARA COMMUNITY COLLEGE DISTRICT, AS FOLLOWS:

SECTION 1 Authorization for Issuance of the Bonds. To raise money for the purposes authorized by the voters of the District at the Election, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code in one or more series of taxable or tax-exempt bonds, with appropriate designation if more than one series is issued, and as current interest bonds, as set forth in the fully executed Bond Purchase Contract (as defined herein). The Board further orders such Bonds sold such that the Bonds shall be dated as of a date to be determined by an Authorized Officer (defined herein), shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not-to-exceed $15,000,000.

SECTION 2 Paying Agent. This Board does hereby appoint Wells Fargo Bank, National Association to serve as the paying agent, bond registrar, transfer agent and authentication agent for the Bonds on behalf of the District. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Bonds may be paid in each year from ad valorem taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Section 15232 of the Education Code.

SECTION 3 Terms and Conditions of Sale. The Bonds shall be sold upon the direction of the Superintendent/President or the Vice President, Business Services of the District, or such other officers or employees of the District as the Superintendent/President or the Vice President, Business Services may designate (collectively, the “Authorized Officers”). The Board hereby authorizes the sale of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriter (as defined herein) to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District’s goal of achieving the lowest overall cost of funds. The Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

SECTION 4 Approval of Purchase Contract. The form of contract for purchase of the Bonds (the “Purchase Contract”) by and between the District and RBC Capital Markets, LLC (the “Underwriters”), for the purchase and sale of the Bonds, substantially in the form on file with the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized and requested to acknowledge the execution of such Purchase Contract; provided, however, that the maximum interest rate on the Bonds shall not exceed the maximum rate permitted by law and the underwriting discount thereon, excluding original issue discount and expenses of the Underwriter, shall not exceed 0.40% of the aggregate principal amount of Bonds issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the District up to $15,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied. The Board estimates that the costs associated with the issuance of the Bonds, including compensation to the Underwriter (but excluding fees of the Bond Insurer, if any), will equal approximately 1.5% of the principal amount of the Bonds.
SECTION 5 Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

(a) “Beneficial Owner” means, when used with reference to book-entry Bonds registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such Bonds pursuant to the arrangements for book entry determination of ownership applicable to the Depository.

(b) “Bond Insurer” means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Bonds.

(c) “Bond Payment Date” means, as applicable (and unless otherwise provided by the Purchase Contract), February 1 and August 1 of each year commencing August 1, 2013 with respect to interest thereon, and the stated maturity dates thereof with respect to the principal payments on the Bonds.

(d) “Code” means the Internal Revenue Code of 1986, as amended. Reference to any particular section of the Code shall be deemed to be a reference to any successor to any such section.

(e) “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the District pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, dated as of the date of issuance of the Bonds, as amended from time to time in accordance with the provisions thereof.

(f) “Dated Date” means the date of initial issuance and delivery of the Bonds, or such other date as shall appear in the Purchase Contract or Official Statement.

(g) “Depository” means the entity acting as securities depository for the Bonds pursuant to Section 6(c) hereof.

(h) “DTC” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Bonds.

(i) “Fair Market Value” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment
fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

(j) "Holder" or "Owner" means the registered owner of a Bond as set forth on the registration books maintained by the Paying Agent pursuant to Section 8 hereof.

(k) "Information Services" means Financial Information, Inc.'s Financial Daily Called Bond Service; Mergent, Inc.‘s Called Bond Department; or Standard & Poor’s J.J. Kenny Information Services’ Called Bond Service.

(l) "Nominee" means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(m) "Non-AMT Bonds" means obligations the interest on which is excludable from gross income for federal income tax purposes under Section 103(a) of the Code and not treated as an item of tax preference under Section 57(a)(5)(C) of the Code, that are legal investments pursuant to Section 53601 of the Government Code of the State of California.

(n) "Official Statement" means the Official Statement for the Bonds, as described in Section 17 hereof.

(o) "Outstanding" means, when used with reference to the Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 8 hereof; or

(iii) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 19 of this Resolution

(p) "Participants" means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(q) "Paying Agent" means, initially, Wells Fargo Bank, National Association, or such other Paying Agent as shall be named in the Purchase Contract or Official Statement, and afterwards any successor thereto, acting as the authenticating agent, bond registrar, transfer agent and paying agent for the Bonds.

(r) "Permitted Investments" means (i) any lawful investments permitted by Section 16429.1 and Section 53601 of the Government Code, including Non-AMT Bonds and Qualified Non-AMT Mutual Funds, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Section 53635 of the Government Code, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being
invested in a particular type of security, (iii) a guaranteed investment contract with a provider rated in at least the second highest category (without regard to gradation) by each Rating Agency then rating the Bonds and approved by the Bond Insurer, if any, (iv) the Local Agency Investments Fund of the California State Treasurer, (v) the county investment pool maintained by the Treasurer of the County, and (vi) State and Local Government Series Securities.

(s) "Qualified Non-AMT Mutual Fund" means stock in a regulated investment company to the extent that at least 95% of the income of such regulated investment company is interest that is excludable from gross income under Section 103 of the Code and not an item of tax preference under Section 57(a)(5)(C) of the Code.

(i) "Qualified Permitted Investments" means (i) Non-AMT Bonds, (ii) Qualified Non-AMT Mutual Funds, (iii) other Permitted Investments authorized by an opinion of Bond Counsel to the effect that such investment would not adversely affect the tax-exempt status of the Bonds, and (iv) Permitted Investments of proceeds of the Bonds, and interest earned on such proceeds, held not more than thirty days pending reinvestment or Bond redemption. A guaranteed investment contract or similar investment agreement (e.g. a forward supply contract, GIC, repo, etc.) does not constitute a Qualified Permitted Investment.


(v) "Record Date" means the close of business on the 15th day of the month preceding each Bond Payment Date.

(w) "Securities Depository" means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320.

(x) "Taxable Bonds" means any Bonds not issued as Tax-Exempt Bonds.

(y) "Tax-Exempt Bonds" means any Bonds the interest in which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(z) "Term Bonds" means those Bonds for which mandatory redemption dates have been established in the Purchase Contract.

(aa) "Treasurer" means the Treasurer-Tax Collector of the County, or other comparable officer of the County.

(bb) "Underwriter" means RBC Capital Markets, LLC.

SECTION 6 Terms of the Bonds.

(a) Denomination, Interest, Dated Dates. The Bonds shall be issued as fully registered bonds registered as to both principal and interest, in denominations of $5,000 principal amount or any integral multiple thereof. The Bonds shall bear interest at a rate or rates such that the interest rate shall not exceed that authorized at the Election. The Bonds will initially be registered to "Cede & Co.", the Nominee of the Depository Trust Company, New York, New York.
Each Bond shall be dated as of the Dated Date, and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Dated Date. Interest shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of 12, 30-day months.

(b) Redemption.

(i) Terms of Redemption. The Bonds shall be subject to optional or mandatory sinking fund redemption prior to maturity as provided in the Purchase Contract or the Official Statement.

(ii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption as directed by the District and, if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that (A) the portion of any Bond to be redeemed in part shall be in the principal amount of $5,000 or any integral multiple thereof.

The Purchase Contract may provide that (i) in the event that any portion of Bonds subject to mandatory sinking fund redemption are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments with respect to such Bonds shall be reduced proportionately or as otherwise directed by the District, in integral multiples of $5,000 principal amount, in respect of the portion of such Bonds optionally redeemed, and (ii) within a maturity, Bonds shall be selected for redemption on a “Pro Rata Pass-Through Distribution of Principal” basis in accordance with DTC procedures, provided further that, such redemption is made in accordance with the operational arrangements of DTC then in effect.

(iii) Notice of Redemption. When redemption is authorized or required pursuant to Section 6(b) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a “Redemption Notice”) of the redemption of the Bonds. Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the principal amount of such Bond to be redeemed, and the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date, and that from and after such date, interest with respect thereto shall cease to accrue.

The Paying Agent shall take the following actions with respect to each such Redemption Notice:
(a) At least 20 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(b) At least 20 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Securities Depository.

(c) At least 20 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

A certificate of the Paying Agent or the District that a notice of redemption has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of redemption of Bonds (or portions thereof) pursuant to Section 6(b)(i) hereof, unless upon the giving of such notice such Bonds or portions thereof shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state that such redemption shall be conditional upon the receipt by an independent escrow agent selected by the District on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the principal of, and premium, if any, and interest on, such Bonds (or portions thereof) to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect, no portion of the Bonds shall not be subject to redemption on such date and such Bonds shall be required to be redeemed on such date. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter (but in no event later than the date originally set for redemption) give notice to the persons to whom and in the manner in which the notice of redemption was given that such moneys were not so received. In addition, the District shall have the right to rescind any notice of redemption, by written notice to the Paying Agent on or prior to the date fixed for redemption. The Paying Agent shall distribute notice of rescission of such notice in the same manner that the notice was originally provided.

(iv) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall authenticate and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in principal amount to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(v) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been
set aside as provided in Section 19 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 6(b) hereof, together with interest accrued to such redemption date, shall be held in trust so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

(vi) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination (except for any odd denomination Bond). The ownership of each such Bond shall be registered in the bond register (the “Bond Register”) in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to principal of, and premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute Owner of such book-entry Bond for the purpose of payment of principal of and premium and interest on and to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Register,
or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to payment of principal of, and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of principal of, and premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

1. **Delivery of Letter of Representations.** In order to qualify the book-entry Bonds for the Depository’s book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository’s book-entry program.

2. **Selection of Depository.** In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Outstanding book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 6(c).

3. **Payments and Notices to Depository.** Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Bonds are held in book-entry form and registered in the name of the Nominee, all payments by the District or the Paying Agent with respect to principal of and premium, if any, or interest on the Bonds and all notices with respect to such Bonds, including notices of redemption, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise required or instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.
4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

   (1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

   (2) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

   (3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository’s failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting
payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

SECTION 7 Execution of the Bonds. The Bonds shall be signed by the President of the Board, or other member of the Board authorized to do so by resolution of the Board, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Secretary to or Clerk of the Board, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 8 Paying Agent; Transfer and Exchange. So long as any of the Bonds remains Outstanding, the District will cause the Paying Agent to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the principal of and premium, if any, and interest on any Bond shall be made only to or upon the order of such Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District’s liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like series, tenor, maturity and principal amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the principal office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new bond or bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the principal amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like series, tenor, maturity and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like series, tenor, maturity and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for
redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

SECTION 9 Payment. Payment of interest on any Bond, shall be made on any Bond Payment Date to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer or check mailed to such Owner on the Bond Payment Date at his or her address as it appears on such registration books or at such other address as he or she may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate principal amount of One Million Dollars ($1,000,000) or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The principal, and redemption premiums, if any, payable on the Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The principal of, and premiums, if any, and interest on, the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are general obligations of the District and do not constitute an obligation of the County except as provided in this Resolution. No part of any fund of the County is pledged or obligated to the payment of the Bonds.

SECTION 10 Forms of Bonds. The Bonds shall be in substantially the forms as set forth in Exhibit A hereto, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Purchase Contract.
SECTION 11 Delivery of Bonds. The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Underwriter upon payment of the purchase price therefor.

SECTION 12 Deposit of Proceeds of Bonds. (a) The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of the principal amount thereof, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the “Santa Barbara Community College District Election of 2008 General Obligation Bonds, Series B Building Fund” (the “Building Fund”) of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes authorized by the voters of the District at the Election. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. The Building Fund may contain subaccounts if the Bonds are issued in more than one series. The purchase price received from the Underwriter pursuant to the Purchase Contract, to the extent of any accrued interest and any net original issue premium, shall be kept separate and apart in the fund hereby authorized to be created and designated as the “Santa Barbara Community College District Election of 2008 General Obligation Bonds, Series B Debt Service Fund” (the “Debt Service Fund”) for the Bonds and used for payment of principal of and interest on the Bonds, and for no other purpose. The Debt Service Fund may contain subaccounts if the Bonds are issued in one or more series. Interest earnings on monies held in the Building Fund shall be retained in the Building Fund. Interest earnings on monies held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued upon written notice from the District shall be transferred to the Debt Service Fund and applied to the payment of principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The costs of issuance of the Bonds are hereby authorized to be paid either from premium withheld by the Underwriter upon the sale of the Bonds, or from the principal amount of the Bonds received from the Underwriter. To the extent costs of issuance are paid from such principal amount, the District, may direct that a portion thereof, in an amount not-to-exceed 2.0% of such principal amount, in lieu of being deposited into the Building Fund, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose.

(b) Moneys in the Debt Service Fund and the Building Fund shall be invested at the written direction of the District, in Permitted Investments. If at the time of issuance the District determines to issue the Bonds as Tax-Exempt Bonds without regard to the Internal Revenue Code “temporary period” restrictions, all investment of Bond proceeds shall be subject to paragraph (1) below; and the District, in consultation with the County, may provide for an agent to assist the County in investing funds pursuant to paragraph (1) below. If the District fails to direct the County or its agent, as the case may be, the County or its agent shall invest or cause the funds in the Building Fund to be invested in Qualified Permitted Investments, subject to the provisions of paragraph (1) below, until such time as the District provides written direction to invest such funds otherwise. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment. The interest earned on the moneys deposited to the Building Fund shall be applied as set forth in subparagraph (1)(C) below:

(1) Covenant Regarding Investment of Proceeds.
(A) Permitted Investments. Beginning on the delivery date, and at all times until expenditure for authorized purposes, not less than 95% of the proceeds of the Bonds deposited in the Building Fund, including investment earnings thereon, will be invested in Qualified Permitted Investments. Notwithstanding the preceding provisions of this Section, for purposes of this paragraph, amounts derived from the disposition or redemption of Qualified Permitted Investments and held pending reinvestment or redemption for a period of not more than 30 days may be invested in Permitted Investments. The District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years.

(B) Recordkeeping and Monitoring Relating to Building Fund.

i. Information Regarding Permitted Investments. The District hereby covenants that it will record or cause to be recorded with respect to each Permitted Investment in the Building Fund the following information: purchase date; purchase price; information establishing the Fair Market Value of such Permitted Investment; face amount; coupon rate; periodicity of interest payments; disposition price; disposition date; and any accrued interest received upon disposition.

ii. Information in Qualified Non-AMT Mutual Funds. The District hereby covenants that, with respect to each investment of proceeds of the Bonds in a Qualified Non-AMT Mutual Fund pursuant to paragraph (1)(A) above, in addition to recording, or causing to be recorded, the information set forth in paragraph (1)(B)(i) above, it will retain a copy of each IRS information reporting form and account statement provided by such Qualified Non-AMT Mutual Fund.

iii. Monthly Investment Fund Statements. The District covenants that it will obtain, at the beginning of each month following the delivery date, a statement of the investments in the Building Fund detailing the nature, amount and value of each investment as of such statement date.

iv. Retention of Records. The District hereby covenants that it will retain the records referred to in paragraph (1)(B)(i) and each IRS information reporting form referred to in paragraph (1)(B)(ii) with its books and records with respect to the Bonds until three years following the last date that any obligation comprising the Bonds is retired.

(C) Interest Earned on Permitted Investments. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund.

Except as required to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the principal of and interest on the Bonds when due.

SECTION 13 Rebate Fund. The following provisions shall apply to any Bonds issued as Tax-Exempt Bonds.
(a) The District shall create and establish a special fund designated the "Santa Barbara Community College District Election of 2008 General Obligation Bonds, Series B Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the "Treasury Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District in connection with the Tax-Exempt Bonds (the "Tax Certificate").

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Treasury Regulations, using as the "computation date" for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the "rebate amount" and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1 1/2%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service fund." In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the "rebate amount" and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the "rebate amount" calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than 60 days after the payment of all Bonds, an amount equal to 100% of the "rebate amount" calculated as of the date of such payment (and any income attributable
to the "rebate amount" determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the "rebate amount" calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until three years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

SECTION 14 Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct ad valorem tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District, which fund is hereby designated for the payment of the principal of and interest on the Bonds when and as the same fall due, and for no other purpose.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such principal and interest. DTC will thereupon make payments of principal of and interest on the Bonds to the DTC Participants who will thereupon make payments of such principal and interest to the Beneficial Owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District, pursuant to the Education Code Section 15234.

SECTION 15 Arbitrage Covenant. The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed thereunder or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

SECTION 16 Conditions Precedent. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been
performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

SECTION 17 Official Statement. The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

SECTION 18 Insurance. In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the principal of or interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such principal or interest, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the Bond Insurer’s rights as subrogee on the registration books for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 19 Defeasance. All or any portion of the Outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which together with amounts transferred from the Debt Service Fund is sufficient to pay all Bonds Outstanding and designated for defeasance (including all principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys transferred from the Debt Service Fund, be fully sufficient to pay and discharge all Bonds Outstanding and designated for defeasance (including all principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date;
then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Bonds shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or “prerefunded” municipal obligations rated in the highest rating category by Moody’s Investors Service (“Moody’s”) or Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business (“S&P”). In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (iii) the underlying United States obligations are held in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either S&P or by Moody’s.

SECTION 20 Nonliability of County. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the County or a pledge of the County’s full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from ad valorem taxes lawfully levied to pay the principal of or interest on the Bonds.

SECTION 21 Indemnification of County. The District shall defend, indemnify and hold harmless the County, its officials, officers, agents and employees (“Indemnified Parties”) against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject based in whole or in part upon any acts or omission related to the Bonds, except with regard to the County’s responsibilities under Section 23 hereof. The District shall also reimburse the Indemnified Parties for any legal or other costs and expenses incurred in connection with investigating or defending any such claims or liabilities, except with regard to the County’s responsibilities under Section 23 hereof.

SECTION 22 Reimbursement of County Costs. The District shall reimburse the County for all costs and expenses incurred by the County, its officials, officers, agents and employees in issuing or otherwise in connection with the issuance of the Bonds.

SECTION 23 Request to County to Levy Tax. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of ad valorem property taxes in each year sufficient to pay all principal of and interest coming due on the Bonds in such year, and to
pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to pay all such principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds.

SECTION 24 Other Actions. (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby appoints RBC Capital Markets, LLC, as the Underwriter and Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, all with respect to the issuance of the Bonds.

(c) Notwithstanding any other provisions contained herein, the provisions of this Resolution as they relate to the Bonds may be amended by the Purchase Contract and the Official Statement.

SECTION 25 Resolution to County Treasurer-Tax Collector. The Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer immediately following its adoption.

SECTION 26 Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated as of the Dated Date, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bond Holder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds.

SECTION 27 Effective Date. This Resolution shall take effect immediately upon its passage.

SECTION 28 Further Actions Authorized. It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

[REMAINDER OF PAGE LEFT BLANK]
SECTION 29 Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

PASSED, ADOPTED AND APPROVED this 28th day of March, 2013 by the following vote:

AYES: MEMBERS

NOES: MEMBERS

ABSTAIN: MEMBERS

ABSENT: MEMBERS

________________________
President of the Board of Trustees

ATTEST:

________________________
Secretary to the Board of Trustees
SECRETARY’S CERTIFICATE

I, Dr. Lori Gaskin, Secretary to the Board of Trustees of the Santa Barbara Community College District, Santa Barbara County, California, hereby certify as follows:

The foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on March 28, 2013, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original Resolution adopted at said meeting and entered in said minutes.

Said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: __________, 20__

Secretary to the Board of Trustees of the Santa Barbara Community College District
EXHIBIT A

FORMS OF BONDS

(Form of Bond)

REGISTERED NO. $

SANTA BARBARA COMMUNITY COLLEGE DISTRICT
(SANTA BARBARA COUNTY, CALIFORNIA)
ELECTION OF 2008 GENERAL OBLIGATION BONDS, SERIES B

INTEREST RATE: % per annum

MATURETY DATE: August 1,____

DATED AS OF: ________, 2013

CUSIP

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Santa Barbara Community College District (the "District") in Santa Barbara County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing August 1, 2013. This Bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2013, in which event it shall bear interest from the Date of Delivery. Interest shall be computed on the basis of a 360-day year of 12, 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this Bond (or, if applicable, one or more predecessor Bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially Wells Fargo Bank, National Association. Principal is payable upon presentation and surrender of this Bond at the principal office of the Paying Agent. Interest is payable by check or draft mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this Bond (or one or more predecessor Bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Bonds in the aggregate principal amount of $1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This Bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to
the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on June 3, 2008 (the “Election”), upon the question of issuing bonds in the amount of $77,242,012 and the resolution of the Board of Trustees of the District adopted on March 28, 2013 (the “Bond Resolution”). This Bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This Bond and the issue of which this Bond is one are payable as to both principal and interest solely from the proceeds of the levy of ad valorem taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252.

[The Bonds of this issue comprise (i) $________ principal amount of current interest bonds, of which this Bond is a part (each a “Bond”).]

This Bond is exchangeable and transferable for Bonds of like tenor, maturity and principal amount and in authorized denominations at the designated office of the Paying Agent in Los Angeles, California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bond during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on or after August 1, 20__ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, 20__ at a redemption price equal to the principal amount of the Bonds to be redeemed, plus interest thereon to the date fixed for redemption, without premium.

The Bonds maturing on August 1, 20__, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Bonds to be so redeemed and the dates therefor and the final principal payment date is as indicated in the following table:

<table>
<thead>
<tr>
<th>Redemption Dates</th>
<th>Principal Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td></td>
</tr>
</tbody>
</table>

If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order directed by the District and, if not so directed, in the inverse order of maturity. If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds

A-2
of such maturity to be redeemed shall be selected by Paying Agent as directed by the District, and if not so directed, by lot; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of $5,000 or some multiple thereof.

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The Registered Owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting ad valorem property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.
IN WITNESS WHEREOF, the Santa Barbara Community College District, Santa Barbara County, California, has caused this Bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Trustees of the District, all as of the date stated above.

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

By: ________________________________ (Facsimile Signature)
    President of the Board of Trustees

COUNTERSIGNED:

______________________________ (Facsimile Signature)
    Secretary of the Board of Trustees

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to herein which has been authenticated and registered on __________, 2013.

By: Wells Fargo Bank, National Association, as Paying Agent

______________________________ Authorized Officer
ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee):

this Bond and irrevocably constitutes and appoints attorney to transfer this Bond on the books for registration thereof, with full power of substitution in the premises.

Dated: __________________________

Signature Guaranteed:

______________________________

Notice: The assignor’s signature to this assignment must correspond with the name as it appears upon the within Bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: __________________________

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

(Facsimile Signature)
Secretary of the Board of Trustees

(Form of Legal Opinion)
$  
SANTA BARBARA COMMUNITY COLLEGE DISTRICT  
(SANTA BARBARA COUNTY, CALIFORNIA)  
ELECTION OF 2008 GENERAL OBLIGATION BONDS, SERIES B  

CONTRACT OF PURCHASE  

_______, 2013  

Santa Barbara Community College District  
721 Cliff Drive  
Santa Barbara, California 93109  

Ladies and Gentlemen:  

RBC Capital Markets, LLC, as underwriter (the “Underwriter”), acting on their own behalf and not acting as a fiduciary or agent of you, offers to enter into this Contract of Purchase (the “Contract of Purchase”) with the Santa Barbara Community College District (the “District”), which, upon your acceptance hereof, will be binding upon the District and the Underwriter. By execution of this Contract of Purchase, the District and the Underwriter acknowledge the terms hereof and recognize that they will be bound by certain of the provisions hereof, and to the extent binding thereupon, acknowledge and agree to such terms. This offer is made subject to the written acceptance of this Contract of Purchase by the District and delivery of such acceptance to us at or prior to 11:59 P.M., California Time, on the date hereof.  

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of $________ aggregate principal amount of the District’s Election of 2008 General Obligation Bonds, Series B (the “Bonds”). The Bonds shall bear interest at the rates with the yields to maturity (or yields to the call date), shall mature in the years and shall be subject to redemption as shown on Exhibit A hereto, which is incorporated herein by this reference. The Bonds shall otherwise be as described in the Official Statement (as defined herein), and shall be issued and secured pursuant to the provisions of the resolution of the District authorizing the issuance of the Bonds, adopted on _______, 2013 (the “District Resolution”) and pertinent provisions of the California Government Code (the “Act”). The Underwriter has been duly authorized to execute this Contract of Purchase and to act hereunder. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the District Resolution.  

The Underwriter shall purchase the Bonds at a price of $________ (consisting of the aggregate principal amount of the Bonds of $_______, plus original issue premium of $________, and less an Underwriter’s discount of $______).
Inasmuch as this purchase and sale represents a negotiated transaction, the District understands, and hereby confirms, that (i) the purchase and sale of the Bonds pursuant to this Contract of Purchase is an arm’s-length commercial transaction among the District, and the Underwriter; (ii) in connection with such transaction, the Underwriter is acting solely as principal and not as agent, fiduciary or financial advisor of the District; (iii) the Underwriter has not assumed a fiduciary responsibility in favor of the District with respect to: (x) the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the District on other matters); or (y) any other fiduciary or contractual obligation to the District except the obligations expressly set forth in this Contract of Purchase; and (iv) the District has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

2. **The Bonds.** The Bonds shall be dated as of their date of delivery and shall mature on ____ 1 in the years shown on Exhibit A hereto. The paying agent and bond registrar for the Bonds, as designated by the District Resolution, shall be Wells Fargo Bank, National Association, or any successor thereto (the “Paying Agent”).

The Bonds shall be executed and delivered under and in accordance with the provisions of this Contract of Purchase and the District Resolution, as the District Resolution may be modified hereby. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”); the Bonds shall be in authorized denominations of $5,000 principal amount each or any integral multiple thereof. The Bonds shall be delivered to DTC at least one business day prior to the Closing.

The proceeds of sale of the Bonds are expected to be applied to (i) finance the acquisition, construction, modernization and renovation of District sites and facilities and (ii) pay the costs of issuance of the Bonds.

3. **Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offering and sale of the Bonds, this Contract of Purchase, the Official Statement, the District Resolution and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Contract of Purchase.

4. **Public Offering of the Bonds.** The Underwriter agrees to make a *bona fide* public offering of all the Bonds at the initial public offering price or yield to be set forth on the inside front cover page of the Official Statement (defined below) and may subsequently change such offering prices without any requirement of prior notice. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering prices stated in the Official Statement.

5. **Official Statement.** The District has caused to be drafted and previously delivered to the Underwriter a Preliminary Official Statement (the “Preliminary Official Statement”), including the cover page, inside cover page and Appendices thereto, relating to the Bonds. The District represents that it has deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), interest rate(s),
yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities and Exchange Act of 1934, as amended (the "Rule"). The Preliminary Official Statement has been prepared for use by the Underwriter in connection with the public offering, sale and distribution of the Bonds.

The District hereby authorizes the preparation of a final Official Statement relating to the Bonds following the execution hereof (the "Official Statement") and the District hereby authorizes the use thereof by the Underwriter in connection with the public offering and sale of the Bonds. The District shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the District's acceptance of this Contract of Purchase (but, in any event, not later than seven business days after the execution hereof, and in sufficient time to accompany any confirmation of a sale of Bonds) copies of the Official Statement, which is complete as of the date of its delivery to the Underwriter, in such reasonable quantities as the Underwriter shall request in order to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board ("MSRB"). The Underwriter hereby agrees to file the Official Statement with the MSRB.

The Underwriter agrees that prior to the time the final Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail or electronic distribution (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

During the period ending on the 25th day after the End of the Underwriting Period (as defined below) (or such other period as may be agreed to by the District and the Underwriter), the District (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall prepare and furnish to the Underwriter, at the District's expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the District and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

For purposes of this Contract of Purchase, the "End of the Underwriting Period" is used as defined in the Rule and shall occur on the later of (a) the date of Closing or (b) when
the Underwriter no longer retain an unsold balance of the Bonds; unless otherwise advised in
writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the District
and the Underwriter, the District may assume that the End of the Underwriting Period is the
Closing Date.

6. **Closing.** At 9:00 a.m., California Time, on __________, 2013, or at such
other time or on such other date as shall have been mutually agreed upon by the District and the
Underwriter (the “Closing”), the District will deliver to the Underwriter, through the facilities of
DTC, with the required certificates and documents to be delivered at the offices of Stradling
Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California (“Bond Counsel”
and “Disclosure Counsel”) or at such other place as the parties may mutually agree upon, the
Bonds in book-entry form, duly executed and registered as provided in Section 2 above, and
together with the other documents hereinafter mentioned shall be delivered by the District as
applicable at such place as the parties may mutually agree upon; and the Underwriter will accept
such delivery and pay the purchase price thereof in immediately available funds by wire transfer
to an account or accounts within the United States designated by the District.

7. **Representations, Warranties and Agreements of the Underwriter.**
The Underwriter represents to and agrees with the District that, as of the date hereof and as of the
Closing Date:

A. The Underwriter is duly authorized to execute this Contract of Purchase
and to take any action under this Contract of Purchase required to be taken by it.

B. The Underwriter is in compliance with MSRB Rule G-37 with respect to
the District, and are not prohibited thereby from acting as underwriter with
respect to securities of the District.

C. The Underwriter has, and has had, no financial advisory relationship with
the District as such term is defined in California Government Code Section
53590(c) or MSRB Rule G-23 with respect to the Bonds, and no investment firm
controlling, controlled by or under common control with the Underwriter has or
has had any such financial advisory relationship.

8. **Representations, Warranties and Agreements of the District.** The
District hereby represents, warrants and agrees with the Underwriter that:

A. The District is a community college district duly organized and validly
existing under the laws of the State of California, with the full legal right, power
and authority to (i) to issue the Bonds pursuant to the Act; (ii) enter into, execute
and deliver this Contract of Purchase and the Continuing Disclosure Certificate
appended to the Official Statement (the “Continuing Disclosure Certificate”); and
(iii) to adopt the District Resolution.

B. (i) At or prior to the Closing, the District will have taken all action
required to be taken by it to authorize the issuance and delivery of the Bonds;
(ii) the District has the legal right, power and authority to enter into this Contract
of Purchase, to adopt the District Resolution, to perform its obligations under each
such document or instrument, and to carry out and effectuate the transactions contemplated by this Contract of Purchase and the District Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Continuing Disclosure Certificate, the District Resolution and this Contract of Purchase (collectively, the "District Documents") have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) the District Documents constitute the valid and legally binding obligations of the District; enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and to principles of equity relating to or affecting the enforcement of creditors' rights; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Contract of Purchase and by the Official Statement.

C. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any person, organization, court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; provided, however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

D. The District has complied with the requirements of the Internal Revenue Code of 1986, as amended, applicable to the Bonds.

E. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of the District Documents, and the compliance with the provisions thereof and hereof do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

F. As of the time of acceptance hereof, no action, suit, hearing or investigation is pending or, to the best knowledge of the District, threatened: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of ad valorem taxes available to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the
Bonds, this Contract of Purchase or the District Resolution or contesting the powers of the District or its authority with respect to the Bonds, this Contract of Purchase or the District Resolution; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Contract of Purchase or the District Resolution, (b) declare this Contract of Purchase to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes or the exemption of such interest from California personal income taxation.

G. Between the date hereof and the Closing without the prior written consent of the Underwriter, the District will have not issued any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

H. Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

I. In accordance with the requirements of the Rule, the District will enter into the Continuing Disclosure Certificate, upon or prior to the sale of the Bonds, in which the District will undertake, for the benefit of the Owners of the Bonds, to provide certain information as set forth therein. The District is not currently in default with respect to any continuing disclosure obligation it may have incurred prior to the date hereof in connection with the delivery or issuance of any debt instruments, bonds, notes or lease-purchase obligations, and has not failed, in the five years preceding the date hereof, to file annual reports or reports of specified events as required by the Rule and its previous continuing disclosure undertakings, except as disclosed in the Preliminary Official Statement.

J. The District will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request in order to qualify the Bonds for offering and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and to continue such qualifications in effect so long as may be required for the distribution of the Bonds (provided, however, that the District will not be required to qualify as a foreign corporation or to file any general or special consent to service of process under the laws of any jurisdiction).

K. The financial statements of, and other financial information regarding, the District contained in the Official Statement fairly represent the financial position and operating results of the District as of the dates and for the periods set forth therein. Prior to the Closing, there will have been no adverse change of a material nature in such financial position, results of operation or condition, financial or
otherwise, of the District. The District is not a party to any litigation or other proceeding pending, or, to its knowledge, threatened which, if decided adversely to the District, would have a materially adverse effect on the financial condition of the District.

L. The Preliminary Official Statement did not, and the Official Statement will not, as of its date (excluding therefrom information relating to The Depository Trust Company, the Santa Barbara County Treasury Pool and information provided by the Underwriter) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended, at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

9. **Conditions to Closing.** The Underwriter has entered into this Contract of Purchase in reliance upon the representations, warranties and covenants of the District contained herein and the performance by the District its obligations hereunder, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the date of Closing. Accordingly, the Underwriter's obligations under this Contract of Purchase to purchase, to accept delivery of and to pay for the Bonds are and shall be conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject at the option of the Underwriter, to the following further conditions, including the delivery by the District of such documents and instruments as are enumerated herein, in form and substance satisfactory to the Underwriter:

A. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Contract of Purchase;

B. At the time of the Closing, (i) the Official Statement, this Contract of Purchase and the District Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the District Resolution, this Contract of Purchase or the Official Statement to be performed at or prior to the Closing;
C. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Contract of Purchase (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District pending or threatened, which has any of the effects described in Section 8.F. hereof, or contesting in any way the completeness or accuracy of the Official Statement;

D. Between the date hereof and the Closing, the market price for the Bonds, or the market for or marketability of the Bonds at the initial offering prices set forth in the Official Statement, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall not have been materially adversely affected in the reasonable professional judgment of the Underwriter (evidenced by a written notice to the District terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds) by reason of any of the following:

(1) legislation enacted by the Congress of the United States, or passed by either House of the Congress, or favorably reported for passage to either House of the Congress by any Committee of such House to which such legislation has been referred for consideration, or by the legislature of the State of California (the “State”), or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court of the United States or the State or by the United States Tax Court, or an order, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(2) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the legislature of the State or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation or state income taxation upon interest received on obligations of the general character of the Bonds or, with respect to State taxation, of the interest on the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or
effect, directly or indirectly, of changing the federal income tax consequences or State income tax consequences of any of the transactions contemplated herein;

(3) the declaration of war or engagement in or material escalation of major military hostilities by the United States or the occurrence of any other national or international emergency or calamity or crisis relating to the effective operation of the government or the financial community in the United States;

(4) the declaration of a general banking moratorium by federal, New York or State authorities having jurisdiction, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities exchange, whether by virtue of a determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

(5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, underwriters;

(6) an order, decree or injunction of any court of competent jurisdiction, or order, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the Federal securities laws, as amended and then in effect;

(7) any events occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information set forth in the Official Statement, or results in an omission to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(8) there shall have occurred since the date of this Contract of Purchase any materially adverse change in the affairs, management or financial condition of the District;
(9) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(10) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District, its property, income securities (or interest thereon) or the validity or enforceability of the levy of taxes to pay principal of and interest on the Bonds;

(11) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

(12) there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal, or negative change in credit status by any national rating service as to any of the District’s obligations;

E. At or prior to the date of the Closing, the Underwriter shall receive copies of the following documents, in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(1) An approving opinion of Bond Counsel as to the validity and tax-exempt status of the Bonds, dated the date of Closing, addressed to the District;

(2) A reliance letter from Bond Counsel to the effect that the Underwriter may rely upon the approving opinion described in E(1) above;

(3) A supplemental opinion from Bond Counsel, addressed to the Underwriter and the District, to the effect that:

   (a) this Contract of Purchase has been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the Underwriter, is a legally valid and binding agreement of the District, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditors’ rights or remedies, and is subject to general principles of equity (regardless of whether such enforcement is considered in equity or at law); and

   (b) the statements contained in the Official Statement in the sections entitled: "INTRODUCTION," "THE BONDS" and "TAX
MATTERS,” insofar as such statements purport to summarize certain provisions of the Bonds, the District Resolution and the form and content of Bond Counsel’s opinion as to the status of the Bonds for Federal and State income tax purposes, present a fair and accurate summary of such documents, such tax status and the matters discussed therein; and

(c) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the District Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

(4) A certificate signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Contract of Purchase, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the District Resolution and this Contract of Purchase to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the Official Statement and on such basis certifies that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Contract of Purchase substantially conform to the descriptions thereof contained in the District Resolution, and (vi) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, pending or, to his or her knowledge, threatened against the District contesting in any way the completeness or accuracy of the Official Statement, the issuance of the Bonds by the District or by the due adoption of the District Resolution;

(5) A tax certificate of the District in form satisfactory to Bond Counsel;

(6) Evidence satisfactory to the Underwriter that the Bonds, shall have been rated “__” by Standard & Poor’s Ratings Service, a Standard & Poor’s Financial Services LLC business and “__” by Moody’s Investors Service and that such ratings have not been revoked or downgraded;

(7) A certificate, together with a fully executed copy of the District Resolution, signed by an appropriate official of the District to the effect that:

(i) such copy is a true and correct copy of the District Resolution; and
(ii) that the District Resolution was duly adopted, has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing.

(8) A resolution of the Board of Supervisors of the County of Santa Barbara authorizing school districts and community college districts under the jurisdiction of the Santa Barbara County Superintendent of Schools to issue bonds directly on their own behalf;

(9) A “deemed final” certificate of the appropriate official of the District with respect to the Preliminary Official Statement in accordance with the Rule;

(10) The Continuing Disclosure Certificate, signed by an appropriate official of the District and the Dissemination Agent, if any;

(11) A certificate of the Paying Agent, signed by a duly authorized officer of the Paying Agent, and in form and substance satisfactory to the Underwriter, to the effect that, to the best of such officer’s knowledge, no litigation is pending or threatened (either in state or federal courts) (A) seeking to restrain or enjoin the delivery by the Paying Agent of any of the Bonds, or (B) in any way contesting or affecting any authority of the Paying Agent for the delivery of the Bonds or the validity or enforceability of the Bonds or any agreement with the Paying Agent;

(12) An opinion of counsel to the Underwriter in form and substance satisfactory to the Underwriter; and

(13) Such additional legal opinions, certificates, proceedings, instruments, and other documents as the Underwriter may reasonably request in order to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained and of the Official Statement, and (iii) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

If the District shall be unable to satisfy the conditions to the Underwriter’s obligations contained in this Contract of Purchase or if the Underwriter’s obligations shall be terminated for any reason permitted by this Contract of Purchase, this Contract of Purchase may be cancelled by the Underwriter on behalf of the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the District in writing or by telephone or telecopy, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.
10. **Conditions to Obligations of the District.** The performance by the District of their respective obligations under this Contract of Purchase is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and by the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than themselves.

11. **Expenses.** The District shall pay or cause to be paid the following expenses relating to the issuance of the Bonds: (i) the fees and disbursements of Bond Counsel and Disclosure Counsel; (ii) the cost of the preparation, printing and delivery of the Bonds; (iii) the fees for Bond ratings, including all expenses related to obtaining such ratings, including, but not limited to, meals, transportation and lodging, if any; (iv) the cost of the printing and distribution of the Preliminary Official Statement, Official Statement and any amendment or supplement thereto; (v) the fees and disbursements of the Paying Agent; (vi) the fees and disbursements of the California Debt and Investment Advisory Commission; (vii) the expenses incurred by the Underwriter in connection with the public offering of the Bonds, including the fees and disbursements of counsel retained by the Underwriter; and (viii) all other fees and expenses incident to the issuance and sale of Bonds. After payment of all costs of issuance set forth above, any amount that has not been expended shall be transferred into the debt service fund for the Bonds. Any shortfall in the payment of the aforementioned expenses shall be paid by the District. The District hereby directs the Underwriter to wire a portion of the purchase price identified in Section 1 hereof, in an amount equal to $_______ to Wells Fargo Bank, National Association, for the payment of such costs.

The District acknowledges that it has had the opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

12. **Notices.** Any notice or other communication to be given under this Contract of Purchase (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing, if to the District, to the Superintendent/President, Santa Barbara Community College District, 721 Cliff Drive, Santa Barbara, California 93109, or if to the Underwriter, RBC Capital Markets, LLC, 777 South Figueroa Street, Suite 850, Los Angeles, California 90017, Attn: Ryan Vollmer, Director.

13. **Parties in Interest; Survival of Representations and Warranties.** This Contract of Purchase when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter. This Contract of Purchase is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Contract of Purchase shall survive regardless of (a) any investigation of any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Contract of Purchase.

14. **Execution in Counterparts.** This Contract of Purchase may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same document.
15. **Applicable Law.** This Contract of Purchase shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,

**RBC CAPITAL MARKETS, LLC,**

as Underwriter

By._____________________________

Director

**SANTA BARBARA COMMUNITY COLLEGE DISTRICT**

Executed at ______ p.m., Pacific Time on ________, 2013.

By._________________________________

Vice President, Business Services
EXHIBIT A

$ 0
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
ELECTION OF 2008 GENERAL OBLIGATION BONDS, SERIES B

<table>
<thead>
<tr>
<th>Maturity Date (___)</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Yield</th>
</tr>
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</table>
TERMS OF REDEMPTION

The Bonds are subject to redemption prior to their stated maturity dates as follows:

Optional Redemption. The Bonds maturing on or before _____ 1, 20__ are not subject to redemption prior to their respective maturity dates. The Bonds maturing on or after _____ 1, 20__, may be redeemed before maturity at the option of the District, from any source of available funds, in whole, or in part, at the direction of the District, on any day on or after _____ 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date of redemption, without premium.