AGENDA ITEM BACKGROUND

<table>
<thead>
<tr>
<th>TO: BOARD OF TRUSTEES</th>
<th>DATE</th>
<th>FROM: PRESIDENT</th>
<th>ATTACHMENT(S)</th>
<th>SUBJECT: 2013 Outstanding Classified Employee and the Honorable Mention Classified Employees</th>
<th>ITEM NUMBER</th>
<th>ACTION</th>
<th>CONSENT</th>
<th>FIRST READING</th>
<th>INFORMATION</th>
<th>REPORTS</th>
</tr>
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<tr>
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<td>1.6-b</td>
<td>X</td>
<td></td>
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</tbody>
</table>

**BACKGROUND:**

The Board of Trustees annually pays special honor to a member of the regular Classified Staff, chosen by his/her peers, for outstanding services to the College and/or community.

The Board of Trustees will award a special Certificate of Recognition and an honorarium of $1,000.00 to the Outstanding Classified Employee. A plaque bearing the names of each year’s honoree will be engraved with the awardee’s name.

The Board of Trustees will also award a special Certificate of Recognition and an honorarium of $500.00 each to the Honorable Mention Classified Employees.

**RECOMMENDATION:**

None

**Administrator Initiating Item:** Lori Gaskin, President
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES                           DATE
FROM: PRESIDENT                                April 25, 2013
SUBJECT: SBCC and Brandon Elementary School   ATTACHMENT(S)

REASON FOR BOARD CONSIDERATION  ITEM NUMBER
☐ ACTION ☐ CONSENT ☐ FIRST READING            1.8-a
☐ INFORMATION ☒ REPORTS                      None

BACKGROUND:

Recently the Board of Trustees approved the surpling of computers as part of our standard refresh process. While the computers outlived their usefulness for Santa Barbara City College, we were able to donate these surplus computers to Brandon Elementary School (Goleta Union School District). The school was in need of more modern computers for its computer lab and produced a video expressing its gratitude and thanks to the college. The short video will be shown to the Board.

RECOMMENDATION:

None

Administrator Initiating Item: Lori Gaskin, President
AGENDA ITEM BACKGROUND

<table>
<thead>
<tr>
<th>TO: BOARD OF TRUSTEES</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FROM: PRESIDENT</td>
<td>April 25, 2013</td>
</tr>
<tr>
<td>SUBJECT: Update on Pending Issue: Oversight Board of the Goleta Redevelopment Agency</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>□ INFORMATION □ REPORTS</td>
</tr>
</tbody>
</table>

BACKGROUND:

Brian Fahnestock is Santa Barbara City College’s representative to the Oversight Board of the Goleta Redevelopment Agency. Mr. Fahnestock will be providing the Board of Trustees with an update on issues related to the Goleta Oversight Board’s efforts to ensure a smooth and fair dissolution for all involved parties.

RECOMMENDATION:

None

Administrator Initiating Item: Lori Gaskin, President
Goleta Oversight Board Letter to State Controller

September 10 2012

Mr. John Chiang
California State Controller
300 Capitol Mall, Suite 1850
Sacramento, CA 95814

RE: Goleta RDA Successor Agency; Transfer of 2011 Tax Allocation Bond Proceeds

Dear Mr. Chiang:

This letter is written at the request of the Oversight Board of the Goleta Redevelopment Agency (RDA) Successor Agency with input from legal counsel from the Oversight Board as well as the Goleta RDA Successor Agency.

Request:

The Oversight Board inquires of the State Controller's Office if the transfer to the City of Goleta of the proceeds of the 2011 Tax Allocation Bond issued by the dissolved Redevelopment Agency for the City of Goleta was done in a manner consistent with the law, as stated by the Goleta RDA Successor Agency.

Background:

To provide the relevant context for the bond issuance and transfer of bond proceeds, attached is a Compact Disk that provides copies of the various documents referenced herein below. In addition, Exhibit A, Context and Timeline of 2011 TAB Proceeds Transfer, attached hereto, attempts to provide a timeline of the relevant facts for your consideration.

In short, portions of “Old Town” Goleta are in the 100-year floodplain of the San Jose Creek. Prior to the City’s incorporation in 2002, the County of Santa Barbara recognized this significant flooding issue and worked to fund needed repairs. The County formed the Goleta Old Town Redevelopment Project Area in 1998 and included many public improvements including the San Jose Creek Channel Improvements, Ekwill/Fowler Road Extensions and Hollister Reconstruction (“Public Safety Improvements”).

After incorporating, the City assumed the responsibilities of the Old Town Redevelopment Project Area, and worked to identify funding sources for these needed Public Safety Improvements. In 2003, the Redevelopment Agency affirmed the importance of the
Public Safety Improvements by including them in the Five Year Implementation Plan for the Old Town Redevelopment Project Area.

In 2006, the City and Redevelopment Agency entered into a Cooperation Agreement for these public improvements. Also attached is Exhibit B, Existing and Proposed Floodplain Map, which provides a visual reference of the Public Safety Improvements to the Old Town Redevelopment Project Area.

In 2007, the City and Redevelopment Agency formed a Joint Powers Authority to finance the repairs and the County Board of Supervisors authorized development of a Memorandum of Understanding between the City and the Santa Barbara County Flood Control and Water Conservation District ("County Flood District") to fund the Public Safety Improvements along with the redesign of the project to accommodate fish passage. Further, the City and Redevelopment Agency approved the issuance of tax allocation bonds, but due to the deteriorating municipal bond market, the bond sale was delayed.

In 2008, the Redevelopment Agency reaffirmed the importance of the Public Safety Improvements by continuing to include them in the Five Year Implementation Plan for the Old Town Redevelopment Project Area.

In 2009, the City and Redevelopment Agency entered into a second Cooperation Agreement for the Public Safety Improvements that reflected updated costs estimates and the Redevelopment Agency’s agreement to

"[R]eimburse the City for all costs incurred for services by the City pursuant to this Agreement... it is the express intent of the parties that the City shall be entitled to repayment of the expenses incurred by the City under this Agreement, consistent with the Agency’s financial ability, in order to make the City whole as soon as practically possible" (Section 3)

In 2010, the City and County Flood District entered into a Cooperative Agreement for construction of improvements to the San Jose Creek Channel and Hollister Avenue. This agreement obligated the City to pay all costs for the project, less contributions by the County Flood District. The County Flood District committed to paying "a total amount of no more than $5 Million towards the cost of construction of channel improvements..."

On March 8, 2011, the Redevelopment Agency issued bonds in the amount of $16,085,000 for the Public Safety Improvements, as set forth on page 3 of the Official Statement. On the same day, the Redevelopment Agency transferred $14,082,472 of bond proceeds to the City for the Public Safety Improvements, as called for under Sections 302 and 304 of the Bond Indenture, and as referenced in the City Receipt of Funds, referencing the 2009 Cooperation Agreement and 2011 Bond Indenture, as justification for the transfer of bond proceeds.
In an action connected with this bond issuance, the City and Redevelopment Agency restated, reaffirmed and clarified the Cooperation Agreement by action on March 15, 2011. The updated Cooperation Agreement provided current Public Safety Improvement cost estimates and reaffirmed the transfer of the bond proceeds to the City. Moreover, this updated Cooperation Agreement authorized the Redevelopment Agency’s Executive Director to take all necessary steps to implement the Cooperation Agreement, including immediate repayment to the City for the cost of the Public Safety Improvements.

As the City had sufficient commitments of funding from the County Flood District and funds in hand from the transfer of bond proceeds the City advertised for competitive bids on April 29, 2011 and bidding closed on June 16, 2011, with the identification of the apparent low bidder on the same day. The City conducted reviews to confirm the responsibility of the low bidder and the contract was awarded by the City on June 30, 2011. The City also executed the construction management contract for the project on June 30, 2011.

**Current Status:**

The Public Safety Improvements are proceeding with a completion date of Summer/Fall of 2013, depending on weather conditions. As of August 31, 2012 the construction contractor completed $8,615,429 worth of work. This figure includes $2,229,617 paid by the County of its $5 million commitment. The City will have also paid $608,000 to the construction management firm.

The transfer of the bond proceeds was outlined to the State Controller in the Asset Transfer Assessment, dated April 26, 2012, and cites the commitment of funds pursuant to the 2010 Cooperation Agreement between the City and the County Flood District.

**Question:**

Based on the facts presented, was the transfer to the City of Goleta of the proceeds of the 2011 Tax Allocation Bond issued by the dissolved Redevelopment Agency of the City of Goleta done in a manner consistent with the law, as stated by the Goleta RDA Successor Agency?

Please contact me if you require and additional information or clarification. Thank you for your consideration of this request.

Sincerely,

Renee Bahl, Chair
Oversight Board to the Goleta RDA Successor Agency
Attachments:

A: Context and Timeline of 2011 TAB Proceeds Transfer
B: Existing and Proposed Floodplain Map

Documents Referenced: (on Compact Disk)

2003-2007 Five Year Implementation Plan
2006 City-Agency Cooperation Agreement
2008-2012 Five Year Implementation Plan
2009 City-Agency Cooperation Agreement
2010 City-County Flood Control District Cooperative Agreement for Construction of Improvements on San Jose Creek
2011 City-Agency Cooperation Agreement
2011 Bond Indenture
2011 Bond Official Statement
City Receipt of Funds (March 8, 2011)
State Controller's Office Asset Transfer Assessment (April 26, 2012)

cc: California Department of Finance
Santa Barbara County Auditor-Controller
Santa Barbara County Chief Executive Office
Oversight Board for the Goleta RDA Successor Agency
Goleta RDA Successor Agency
James M. Casso, Meyers Nave
Seth Merewitz, Best Best & Krieger
EXHIBIT A

Context and Timeline of 2011 TAB Proceeds Transfer

July 1998

– The County of Santa Barbara ("County") originally adopted the Goleta Old Town Redevelopment Plan ("Plan") on July 7, 1998. This includes the implementing Goleta Old Town Revitalization Plan.
– The Revitalization Plan clearly identifies a number of public improvements including but not limited to San Jose Creek Channel Improvements, Ekwill Street and Fowler Road Extensions, and Hollister Reconstruction ("Hollister Redesign").

February 2002

– City of Goleta incorporates and assumes responsibilities of Goleta RDA.

June 2003

– Goleta RDA adopts 5-year Implementation Plan.
– The 5-year Implementation Plan specifically identifies the San Jose Creek Channel Improvements, Ekwill Street and Fowler Road Extensions, and Hollister Redesign.

September 2006

– September 5, 2006, CITY and RDA entered into a Cooperation Agreement for Public Improvements that specifically calls out the San Jose Creek Channel Improvements and Hollister Redesign.

May-July of 2007

– May 7, 2007, CITY and RDA form a Joint Powers Authority (Goleta Financing Authority)
– On June 4, 2007 RDA declares intention pursuant to Community Redevelopment Law and Five-Year Implementation Plan to use bond proceeds to reimburse CITY for project expenditures related to San Jose Creek Channel Improvements, Ekwill Street and Fowler Road Extensions, and Hollister Redesign.
– June 5, 2007, SB County Board of Supervisors authorizes development of an MOU between CITY and the SB County Flood Control & Water Conservation District and provides new direction to redesign the San Jose Creek Project to accommodate fish passage.
– However, in light of deteriorating municipal bond market conditions—specifically related to the health of bond insurance companies—the CITY and RDA made the decision is made not to sell 2007 Tax Allocation Bonds.
June 2008

- June 17, 2008, RDA adopts new 5-year Implementation Plan for FY 2008-09 to FY 2012-13 that specifically calls out the San Jose Creek Channel Improvements Ekwill Street and Fowler Road Extensions, and Hollister Redesign.

June 2009

- June 16, 2009, the CITY and RDA entered into a Cooperation Agreement for Public Improvements that specifically calls out the San Jose Creek Channel Improvements, Ekwill Street and Fowler Road Extensions, and Hollister Redesign.

October 2010

- CITY and SB County Flood Control & Water Conservation District enter in a Cooperative Agreement for Construction of Improvements on San Jose Creek

March 2011

- Agency issues 2011 Tax Allocation Bonds, which specifically identifies the San Jose Creek Channel Improvements, Ekwill Street and Fowler Road Extensions, and Hollister Redesign

- March 8, 2011, successful closing of Goleta RDA 2011 Tax Allocation Bonds

- March 8, 2011, transfer of $14,082,472 from RDA 2011 Tax Allocation Bonds to CITY

- March 15, 2011, RDA adopts required “Midterm Update” of 5-year Implementation Plan for FY 2008-09 to FY 2012-13 that specifically calls out the San Jose Creek Channel Improvements Ekwill Street and Fowler Road Extensions, and Hollister Redesign.

June 2011

- June 30, 2011, CITY executes contract with MNS Engineering Inc. for not to exceed $1,785,350

- June 30, 2011, CITY executes contract with Flatiron West Inc. for not to exceed $18,602,574
EXHIBIT B

Existing and Proposed Floodplain Map

PRELIMINARY PLAN
SAN JOSE CREEK CAPACITY
IMPROVEMENT PROJECT
WITH FISH PASSAGE
CITY OF GOLETA
SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
MARCH 2008

LEGEND
EXISTING FLOODPLAIN
PROPOSED FLOODPLAIN

UNIT OF
April 8, 2013

Ms. Tina Rivera, City Finance Director  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

Dear Ms. Rivera:

Subject: Other Funds and Accounts Due Diligence Review

The City of Goleta Successor Agency (Agency) submitted an oversight board approved Other Funds and Accounts (OFA) Due Diligence Review (DDR) to the California Department of Finance (Finance) on January 24, 2013. The purpose of the review was to determine the amount of cash and cash equivalents available for distribution to the affected taxing entities. Since the Agency did not meet the January 15, 2013 submittal deadline pursuant to HSC section 34179.6 (c), Finance is not bound to completing its review and making a determination by the April 1, 2013 deadline pursuant to HSC section 34179.6 (d). However, Finance has completed its review of your DDR, which may have included obtaining clarification for various items.

HSC section 34179.6 (d) authorizes Finance to adjust the DDR's stated balance of OFA available for distribution to the taxing entities. Based on our review of your DDR, the following adjustments were made:

- Total amount of assets held as of June 30, 2012 should be $5,407,716. The June 30, 2012 Comprehensive Annual Financial Report identified additional assets in the amount of $566,176 that were not included in the DDR. Therefore, the OFA balance available for distribution to the taxing entities will be adjusted by $566,176.

- Assets transferred to the City of Goleta (City) during the period of January 1, 2011 through June 30, 2012 in the amount of $18,125,358 are not allowable. HSC section 34179.5 (c) (2) only allows transfers within this period that are required by an enforceable obligation or meet the definition of governmental use. Specifically:
  - Bond proceeds were transferred to the City in the amount of $14,082,472. The bond proceeds are restricted assets of the Agency and should be immediately returned. Since the bond proceeds are considered a non-cash asset of the Agency, another adjustment is being made to increase the non-cash balance by an equal amount. In effect, these adjustments balance out and do not affect the ending OFA balance.
Cash in the amount of $512,262 was transferred to the City for capital projects. No documents were received to support that the transfer was required by an enforceable obligation. Therefore, the OFA balances available for distribution to the taxing entities will be adjusted by $512,262.

April 1, 2011 transfer for a cooperative agreement payment with the City in the amount of $3,530,624 is not allowed. No documents received support that the following transfer was required by an enforceable obligation. HSC section 34171 (d)(2) states that agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency (RDA) and the former RDA are not enforceable obligations. Therefore, the OFA balances available for distribution to the taxing entities will be adjusted by $3,530,624.

If you disagree with Finance’s adjusted amount of OFA balances available for distribution to the taxing entities, you may request a Meet and Confer within five business days of the date of this letter. The Meet and Confer process and guidelines are available at Finance’s website below:

http://www.dof.ca.gov/ redevelopment/meet_and_confer/

The Agency’s OFA balance available for distribution to the affected taxing entities is $4,609,005 (see table below).

<table>
<thead>
<tr>
<th>OFA Balances Available For Distribution To Taxing Entities</th>
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</thead>
<tbody>
<tr>
<td>Available Balance per DDR:</td>
</tr>
<tr>
<td>$ (57)</td>
</tr>
<tr>
<td>Finance Adjustments</td>
</tr>
<tr>
<td>Adjustments</td>
</tr>
<tr>
<td>Add:</td>
</tr>
<tr>
<td>Adjustment to the June 30, 2012 balance:</td>
</tr>
<tr>
<td>$ 566,176</td>
</tr>
<tr>
<td>Disallowed transfers to the City of Goleta:</td>
</tr>
<tr>
<td>4,042,886</td>
</tr>
<tr>
<td><strong>Total OFA available to be distributed:</strong></td>
</tr>
<tr>
<td><strong>$ 4,609,005</strong></td>
</tr>
</tbody>
</table>

Absent a Meet and Confer request, HSC section 34179.6 (f) requires successor agencies to transmit to the county auditor-controller the amount of funds identified in the above table within five working days, plus any interest those sums accumulated while in the possession of the recipient. Upon submission of payment, it is requested you provide proof of payment to Finance within five business days.

If funds identified for transmission are in the possession of the successor agency, and if the successor agency is operated by the city or county that created the former redevelopment agency, then failure to transmit the identified funds may result in offsets to the city’s or the county’s sales and use tax allocation, as well as its property tax allocation. If funds identified for transmission are in the possession of another taxing entity, the successor agency is required to take diligent efforts to recover such funds. A failure to recover and remit those funds may result in offsets to the other taxing entity’s sales and use tax allocation or to its property tax allocation. If funds identified for transmission are in the possession of a private entity, HSC 34179.6 (h) (1) (B) states that any remittance related to unallowable transfers to a private party may also be subject to a 10 percent penalty if not remitted within 60 days.

Failure to transmit the identified funds will also prevent the Agency from being able to receive a finding of completion from Finance. Without a finding of completion, the Agency will be unable to take advantage of the provisions detailed in HSC section 34191.4. Specifically, these
provisions allow certain loan agreements between the former redevelopment agency (RDA) and the city, county, or city and county that created the RDA to be considered enforceable obligations. These provisions also allow certain bond proceeds to be used for the purposes in which they were sold and allows for the transfer of real property and interests into the Community Redevelopment Property Trust Fund once Finance approves the Agency’s long-range property management plan.

In addition to the consequences above, willful failure to return assets that were deemed an unallowable transfer or failure to remit the funds identified above could expose certain individuals to criminal penalties under existing law.

Pursuant to HSC section 34167.5 and 34178.8, the California State Controller’s Office (Controller) has the authority to claw back assets that were inappropriately transferred to the city, county, or any other public agency. Determinations outlined in this letter do not in any way eliminate the Controller’s authority.

Please direct inquiries to Wendy Griffe, Supervisor or Jenny DeAngelis, Lead Analyst at (916) 445-1546.

Sincerely,

STEVE SZALAY
Local Government Consultant

cc: Ms. Jaime Valdez, Sr. Management Analyst, City of Goleta
Mr. Robert W. Geis, Auditor/Controller, Santa Barbara County
Mr. Ed Price, Division Chief Property Tax Division, Santa Barbara County
California State Controller’s Office
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES  DATE: April 25, 2013
FROM: PRESIDENT
SUBJECT: Center for Lifelong Learning Budget Model

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

ITEM NUMBER  1.8-c

ATTACHMENT(S)  3 pages

BACKGROUND:

An overview of the proposed 2013-14 budget model for the Center for Lifelong Learning (CLL) will be provided. The model which is based on very conservative enrollment/revenue numbers and does not include donations to help support its offerings, projects a slight surplus for its first year of operation. While we do not anticipate running a deficit, an ample reserve fund is available in a CLL Trust account to cover any budget shortfall that may materialize in the CLL’s first three years of operation.

RECOMMENDATION:

None

Administrator Initiating Item: Jack Friedlander, Executive Vice President
<table>
<thead>
<tr>
<th>OPTIMISTIC SCENARIO</th>
<th>MORE CONSERVATIVE SCENARIOS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Contact Hours Assumed</td>
<td>433,856</td>
</tr>
<tr>
<td>Tuition Fees per Rev/Salary Calculator</td>
<td>$2,169,278</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>2,169,278</td>
</tr>
</tbody>
</table>

**EXPENDITURES**

**VARIABLE EXPENSES**

- Academic Salaries: 1,082,676
- Classified & Nonacademic Salaries: 450,557 ($550,717)
- Employee Benefits: 100,160
- Other Operating Expenses & Services: 326,000
- Capital Outlay: 104,943
- Overhead: $550,717

**TOTAL EXPENDITURES**

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<thead>
<tr>
<th>FY 2013-14</th>
<th>FY 2014-15</th>
<th>FY 2015-16</th>
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<td>2,064,335</td>
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**RESERVES**

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<tr>
<th>FY 2013-14</th>
<th>FY 2014-15</th>
<th>FY 2015-16</th>
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</thead>
<tbody>
<tr>
<td>$104,942</td>
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</tr>
</tbody>
</table>

**Assumptions:**
- Average hourly tuition of $5 per student contact hour
- Instructor salary calculated at 45% of tuition fee revenues
- Optimistic scenario assumes same student contact hours as actuals in FY2012-2013
- Contact hours in conservative scenarios: FY 2013-14 80%, FY 2014-2012 90%, FY 2015-2016 100% (rounded up)
- Classified & Nonacademic wages, P/R taxes & benefits increase by 3% in FY2014-15 and by an additional 2% in FY2015-16
- Other operating expenses & services also increase by 3% in FY2014-15 and by an additional 2% in FY2015-16
### Instructor Salary/Hourly Rate Calculator

<table>
<thead>
<tr>
<th>Hourly Rate</th>
<th>Projected Hours per Class</th>
<th>Projected Tuition</th>
<th>Projected Enrollment</th>
<th>Projected Total Revenue</th>
<th>Instructor Percentage</th>
<th>Instructor Salary ($75/hr cap)</th>
<th>Instructor's Hourly Rate ($75 max)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5.00</td>
<td>16</td>
<td>$80.00</td>
<td>23</td>
<td>$1,840.00</td>
<td>45%</td>
<td>$828.00</td>
<td>$51.75</td>
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AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Resolution No. 42 (2012-13) 2013 Classified School Employee Week
DATE
April 25, 2013
ATTACHMENT(S)
1 page

REASON FOR BOARD CONSIDERATION
☑ ACTION ☐ CONSENT ☐ FIRST READING
☐ INFORMATION ☐ REPORTS
ITEM NUMBER
2.1

BACKGROUND:

This resolution recognizes the contributions of the Santa Barbara Community College District classified employees and declares the week of May 19-25, 2013 as Classified School Employee Week.

RECOMMENDATION:

It is recommended the Board of Trustees approve Resolution No. 42 (2012-13) 2013 Classified Employee Appreciation Week.

Administrator Initiating Item: Lori Gaskin, President
Resolution
Of the Governing Board of the
Santa Barbara Community College District

UPON THE OCCASION OF CLASSIFIED SCHOOL EMPLOYEE WEEK

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

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

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

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

THEREFORE, BE IT RESOLVED, that the Santa Barbara Community College District hereby recognizes and wishes to honor the contribution of the classified school employees to quality education in the State of California and in the Santa Barbara Community College District and declares the week of May 19-25, 2013, as Classified School Employee Week in the Santa Barbara Community College District.

PASSED AND ADOPTED by the Board of Trustees of the SANTA BARBARA COMMUNITY COLLEGE DISTRICT this 25th day of April 2013 by the following vote:

Ayes:

Noes:

Absent:

Concur:


Dr. Lori Gaskin
Superintendent/President
Secretary/Clerk to the Board of Trustees

Item 2.1
4/25/13
AGENDA ITEM BACKGROUND

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

DATE
April 25, 2013
ATTACHMENT(S)
14 pages

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.

First reading of the revised mission statement took place at the March 28, 2013 Board meeting. Action is being sought from the Board to adopt the statement as presented.

RECOMMENDATION:
It is recommended the Board of Trustees approve the revised Santa Barbara City College mission statement as presented.

Administrator Initiating Item: Lori Gaskin, President
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 60 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.
DRAFT

SANTA BARBARA CITY COLLEGE

Mission
CPC Plus Retreat: January 23, 2013
Revised: CPC February 5, 2013
Revised with constituent input: February 28, 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

Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93101
sbcc.cc.ca.us
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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
Executive Council: Dan Watkins and Ben Partee
Supervisors Bargaining Unit: Jason Walker and Shelly Dixon

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

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: 2012-2013 Board Self-Evaluation

DATE: April 25, 2013
ATTACHMENT(S): None

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

ITEM NUMBER: 3.2

BACKGROUND:

In accordance with Board Policy 2745, the Board will conduct a self-evaluation each spring. A summary of the evaluation will be presented to the Board and discussed in June. The results will be used to identify accomplishments during the 2012-2013 year and goals for the upcoming year.

The Superintendent/President is seeking to work with an ad hoc group of two Board members to review the existing evaluation instrument and set the process in motion.

RECOMMENDATION:

None

Administrator Initiating Item: Lori Gaskin, President
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT

DATE: April 25, 2013
ATTACHMENT(S): None

REASON FOR BOARD CONSIDERATION
☐ ACTION ☐ CONSENT ☐ FIRST READING ☐ INFORMATION ☐ REPORTS
ITEM NUMBER: 3.3

BACKGROUND:

At the Board meeting on March 14, 2013, the Instructor’s Association Initial Proposal was “sunshined” in compliance with the requirements of Government Code 3547, which provides that:

(a) all initial proposals of exclusive representatives and of public school employers, which relate to matters within the scope of representation, shall be presented at a public meeting of the public school employer and thereafter shall be public records, and

(b) meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and the public has the opportunity to express itself regarding the proposal at a meeting of the public school employer.

Now that a “reasonable time has elapsed”, in further fulfillment of Section 3547, a public hearing is to be conducted in order to provide the public an “opportunity to express itself” regarding the IA proposal at a Board meeting. No action is required and the Board is not expected to comment.

RECOMMENDATION:

It is recommended that the Board of Trustees conduct a public hearing on the Instructors’ Association Initial Collective Bargaining Contract Proposal.

Approved by: Lori Gaskin, President
AGENDA ITEM BACKGROUND

<table>
<thead>
<tr>
<th>TO: BOARD OF TRUSTEES</th>
<th>DATE</th>
<th>ATTACHMENT(S)</th>
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<tr>
<td>FROM: PRESIDENT</td>
<td></td>
<td>None</td>
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<tr>
<td>SUBJECT: Disclosure of Santa Barbara Community College District’s Initial Collective Bargaining Proposal to the Instructors’ Association</td>
<td>April 25, 2013</td>
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<tr>
<td>☒ ACTION ☐ CONSENT ☐ FIRST READING ☒ INFORMATION ☐ REPORTS</td>
<td>3.4</td>
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</table>

BACKGROUND:

This item is being presented to comply with the requirement contained in Government Code 3547 that the District’s Initial Collective Bargaining Proposal to the Instructors’ Association be “sunshined” before meeting and negotiating occurs. This is intended to cover items additional to those contained in the Instructors’ Association Initial Proposal.

The District intends to meet and negotiate with regard to contract modifications involving the process for conducting evaluations and modifications to the flex program.

No action is required and the Board is not expected to comment.

RECOMMENDATION:

It is recommended that the Board of Trustees state that the District intends to meet and negotiate with the Instructors’ Association with regard to contract modifications involving the process for conducting evaluations and modifications to the flex program. Other than eliciting public comments, no other action is required.

Approved by: Lori Gaskin, President
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Human Resources: Actions Involving Permanent Personnel

DATE
April 25, 2013

ATTACHMENT(S)
2 pages

REASON FOR BOARD CONSIDERATION
☐ ACTION ☒ CONSENT ☐ FIRST READING

ITEM NUMBER
4.1-a

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**

**NOTIFICATION OF FACULTY APPOINTMENTS BY SUPERINTENDENT/PRESIDENT**

<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
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<th>Type</th>
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<tbody>
<tr>
<td>FISCHER, Robert</td>
<td>Biological Sciences</td>
<td>8/22/13</td>
<td>FT, Tenure Track Probationary-1 Re: J. Meyer</td>
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<td>KAY, Matthew</td>
<td>Biological Sciences</td>
<td>8/22/13</td>
<td>FT, Tenure Track Probationary-1 Re: R. Cummings</td>
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**FACULTY RESIGNATION**

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<tr>
<th>Name</th>
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<tr>
<td>FAIR, Sherry</td>
<td>Cosmetology</td>
<td>05/31/13</td>
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**EMERITUS STATUS**

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<tr>
<th>Name</th>
<th>Department</th>
<th>Service Years</th>
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<tbody>
<tr>
<td>CARROLL, Gary</td>
<td>Chemistry</td>
<td>37 Yrs.</td>
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<tr>
<td>METIU, Jane</td>
<td>Nursing</td>
<td>34 Yrs.</td>
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<tr>
<td>SIMPSON, Jodi</td>
<td>Physics/Electronics</td>
<td>30 Yrs.</td>
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<tr>
<td>YGUALT, Ana Maria</td>
<td>School of Modern Languages-Spanish</td>
<td>19 Yrs.</td>
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**FACULTY LEAVE OF ABSENCE**

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<th>Name</th>
<th>Department</th>
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<tbody>
<tr>
<td>BARAJAS, Sabrina</td>
<td>STEM Transfer Program, Counselor</td>
<td>03/15/13-TBD</td>
<td>Medical Leave</td>
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<tr>
<td>HAWS, Holly</td>
<td>Orfalea Early Learning Center</td>
<td>03/7/13-TBD</td>
<td>Medical Leave</td>
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### Classified Appointment

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<tbody>
<tr>
<td>LEPIZ, Angelica</td>
<td>Custodian</td>
<td>12/5</td>
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### Classified Promotion

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<tr>
<td>MC DAVID, Richard</td>
<td>Human Resources Specialist (Schott)</td>
<td>30/7</td>
<td>4/26/13</td>
<td>Payroll Tech</td>
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### Classified Leave of Absence

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<tr>
<td>BROWN, Cheryl</td>
<td>Accountant</td>
<td>3/23/13-5/4/13</td>
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### Classified Longevity Career Increments

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<tr>
<td>PIZANO, Kara</td>
<td>15</td>
<td>4/1/13</td>
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<tr>
<td>RICHARDSON, Jamie</td>
<td>15</td>
<td>4/1/13</td>
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AGENDA ITEM BACKGROUND

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<td>FROM: PRESIDENT</td>
<td>April 25, 2013</td>
<td>1 page</td>
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<td>SUBJECT: Human Resources: Actions Involving Adjunct Faculty</td>
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<td>REASON FOR BOARD CONSIDERATION</td>
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<td>ITEM NUMBER</td>
<td>4.1-b</td>
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**BACKGROUND:**

The attached transmits routine Human Resources actions regarding adjunct faculty, and includes spring/summer/fall 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
## HUMAN RESOURCES: ACTIONS INVOLVING ADJUNCT FACULTY

### ADJUNCT FACULTY

#### NON-CREDIT

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<th>NAME</th>
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<tbody>
<tr>
<td>CAMPION, Ana (Anita)</td>
<td>Summer</td>
</tr>
<tr>
<td>CAMPION, Iris</td>
<td>Summer</td>
</tr>
<tr>
<td>HORNER, Maureen</td>
<td>Spring</td>
</tr>
<tr>
<td>MILLER, MEG</td>
<td>Spring</td>
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<tr>
<td>VEREYCKEN, Elisabeth (Lys)</td>
<td>Fall</td>
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#### MINIMUM QUALIFICATIONS EQUIVALENCIES

#### CREDIT

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<tr>
<td>VAN DER VEEEN, Janet</td>
<td>Physics</td>
<td>Spring</td>
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AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Human Resources: Actions involving Experts/Volunteers

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

ITEM NUMBER
4.1-c

DATE
April 25, 2013
ATTACHMENT(S)
2 pages

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
**HUMAN RESOURCES: ACTIONS INVOLVING EXPERTS/VOLUNTEERS**

### EXPERTS (CREDIT)

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<tr>
<td>CHENEY, Robert</td>
<td>Softball tournament game official</td>
<td>$1,000</td>
<td>3/23/13-3/24/13</td>
<td>Auxiliary</td>
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<tr>
<td>COBB, Margaret</td>
<td>Sign language interpreting for employees</td>
<td>$45/hr</td>
<td>7/1/13-6/30/14</td>
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### VOLUNTEERS (CREDIT)

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<td>KRANZ, Kevin</td>
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### CONCERT BAND VOLUNTEERS - 1/30/13-5/12/13

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<td>Ortega, Charles</td>
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<td>Hamilton, Charles Frederick</td>
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### VOLUNTEERS (NON CREDIT)

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TO: BOARD OF TRUSTEES  
FROM: PRESIDENT  
SUBJECT: Human Resources: Actions Involving Temporary Short-Term and Student Personnel  
DATE April 25, 2013  
ATTACHMENT(S) 2 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)**

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Level</th>
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<tbody>
<tr>
<td>CUXIL, Melanie</td>
<td>Food Services</td>
<td>4/3/13-6/30/13</td>
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<tr>
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<td>HS I</td>
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<td>HARRIS, Elizabeth</td>
<td>CTE</td>
<td>5/1/13-6/30/13</td>
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<td>EMT Rater</td>
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<td>HYLAND, Jennifer</td>
<td>HWI</td>
<td>11/1/12-11/1/12</td>
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<td>PAXTON, David</td>
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<td>RALL, Margaret</td>
<td>PE/Athletics</td>
<td>3/25/13-6/30/13</td>
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<td>HS VI</td>
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<td>SANCHEZ, Anabel</td>
<td>CalWorks</td>
<td>3/11/13-6/30/13</td>
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<td>THOMAS, Cinder</td>
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<td>TOPPING, Michael</td>
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**SHORT-TERM PERSONNEL (NON-CREDIT)**

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<td>DREWISCH, Jacob</td>
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<td>HS VI</td>
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**STUDENT PERSONNEL**

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<td>ALVAREZ-LISTON, Karina</td>
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<td>SW I</td>
<td>Spring</td>
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<td>BEATTY, Shona</td>
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<td>BETZ, Cathryn</td>
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<td>DEWIT, Lia</td>
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<td>EK, Ernst</td>
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<td>LOPEZ, Adrian</td>
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Item 4.1-d
Page 1 of 2
4/25/13
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AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: New Courses and Course Modifications

DATE

April 25, 2013

ATTACHMENT(S)

4 pages

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

ITEM NUMBER

5.1

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 programs have also been reviewed and approved by the department chair and area dean. The attached curriculum changes were approved by CAC on April 15, 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
April, 2013

To: SBCC Board of Trustees
From: Curriculum Advisory Committee

At the April 15, 2013 meeting the Curriculum Advisory Committee approved the following:

**NEW PROGRAM PROPOSALS AND NEW TRANSFER DEGREES**

Access SQL Professional
Skills Competency Award

Interior Design Part 1 SCA
Skills Competency Award

Interior Design Part 2 SCA
Skills Competency Award

Personal Fitness Training Specialist
Certificate of Achievement

Astronomy
Associate in Science

Personal Fitness Training Specialist
Certificate of Achievement

Journalism For Transfer
Associate in Arts for Transfer

Spanish for Transfer
Associate in Arts for Transfer

Geology for transfer
Associate in Science for Transfer

Mathematics for Transfer
Associate in Science for Transfer

Anthropology for Transfer
Associate in Arts for Transfer

Elementary Teacher Education for Transfer
Associate in Arts for Transfer
Early Childhood Education for Transfer
Associate in Science for Transfer

Theatre Arts for Transfer
Associate in Arts for Transfer

English for Transfer
Associate in Arts for Transfer

Geography for Transfer
Associate in Arts for Transfer

Physics Transfer Model Curriculum
Associate in Science for Transfer

Music for Transfer
Associate in Arts for Transfer

Theatre Arts for Transfer
Associate in Arts for Transfer

Acting Level One
Skills Competency Award

Acting Level Two
Skills Competency Award

Introductory Costume Crafts and Design
Skills Competency Award

Technical Production
Skills Competency Award

PROGRAM MODIFICATIONS
Construction Technology Certificate
Kinesiology for Transfer
Associate in Arts

Web Server Administration
Skills Competency Award

Virtualization System Administration
Skills Competency Award
PC Support and Network Management
Certificate of Achievement

Interior Design
Associate in Arts

Interior Design
Certificate of Achievement

Computer Applications & Office Management — Emphasis in Office Management
Associate in Science

Photojournalism
Skills Competency Award

Associate Degree of Arts: Journalism
Associate in Arts

Certificate in Journalism
Certificate of Achievement

Construction Technology
Associate in Science

AA degree in Sociology
Associate in Arts

Culinary Arts
Associate in Science

Culinary Arts
Certificate of Achievement

Physical Education: Emphasis in Athletic/Personal Fitness Training
Associate in Arts

Physical Education
Associate in Arts

Theatre Arts
Departmental Award

Theatre Arts: Acting/Directing
Associate in Arts
Theatre Arts: General
Associate in Arts

Theatre Arts: Design/Lighting and/or Costuming/Makeup
Associate in Arts

Cancer Information Management
Associate in Science

Cancer Information Management
Certificate of Achievement

Marketing
Certificate of Achievement

Marketing
Associate in Arts

International Business
Certificate of Achievement

International Business
Associate in Arts

Alcohol and Drug Counseling
Certificate of Achievement

Alcohol and Drug Counseling
Associate in Arts

Global Studies
Associate in Arts

Geological Sciences
Associate in Science
AGENDA ITEM BACKGROUND

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BACKGROUND:

Allan Hancock Joint Community College District (AHJCCD) and Santa Barbara Community College District (SBCCD) have long maintained a Memorandum of Understanding which provides that SBCCD will permit AHJCCD to offer for credit and state apportionment Administration of Justice, Fire Science and Public Safety classes in the SBCCD service area that are part of its Fire Academy training programs and which SBCCD is not authorized to provide. AHJCCD submits each year a MOU to the SBCCD Board of Trustees for approval and Resolution to provide such services.

RECOMMENDATION:

It is recommended the Board of Trustees approve Resolution No. 43 (2012-13) Authorizing Allan Hancock Community College District to offer a Fire Science Program for 2013-14.

Administrator Initiating Item:
Jack Friedlander, Executive Vice President, Educational Programs
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

AUTHORIZING ALLAN HANCOCK COMMUNITY COLLEGE DISTRICT TO OFFER A FIRE SCIENCE PROGRAM FOR 2013-14

WHEREAS, It has been determined that it would be most advantageous to the students concerned and to the two community college districts that the Allan Hancock College offer courses that are part of the State Certified Fire Academy in the Santa Barbara Community College District; and

WHEREAS, Allan Hancock College will restrict the courses it offers in its service area to those that are part of the State Certified Fire Fighter Academy that are offered at the City of Santa Barbara’s Fire Department at 30 South Olive Street, Santa Barbara.

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Santa Barbara Community College District hereby authorizes Allan Hancock College to offer courses that are part of the State Certified Fire Fighter Academy at 30 South Olive Street, Santa Barbara, for credit and state apportionment in the Santa Barbara Community College District for the 2013-2014 school year; and

BE IT FURTHER RESOLVED, that this agreement can be terminated or renewed at the end of this school year after a review of the current year's Fire Fighting Academy.

PASSED AND ADOPTED by the Board of Trustees of the SANTA BARBARA COMMUNITY COLLEGE DISTRICT this 25th day of April, 2013 by the following vote:

Ayes:

Noes:

Absent:

Concur:

Dr. Lori Gaskin
Superintendent/President
Secretary to the Board of Trustees
MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
AND
ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the SANTA BARBARA COMMUNITY COLLEGE DISTRICT (SBCCD) and the ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT (AHJCCD) of the date last written below and is intended to formalize the understanding between SBCCD and AHJCCD.

The parties here to agree:

1. **Term**
The MOU shall begin July 1, 2013 and extend through June 30, 2014.

2. **General Commitments of Participants**
   a. Upon formal request, SBCCD will permit AHJCCD to offer for credit and state appointment Administration of Justice, Fire Science, and Public Safety classes in the SBCCD service area.
   b. Upon formal request, AHJCCD will permit SBCCD to offer for credit and state appointment Administration of Justice, Fire Science, and Public Safety classes in the AHJCCD service area.
   c. Requests to offer training classes must be submitted in writing at least forty-five (45) days prior to the beginning of instruction. Each request must specify the type of training, the population to be trained, the total hours of instruction, time and days of the week(s), and the location of the training. Approval for each offering will be in writing.
   d. Either college has the right to refuse any request they deem to be inappropriate or in conflict with its goals and objectives.
   e. Upon request, each college shall assist the other with the acquisition of appropriate training facilities within their service area where possible.

3. **Indemnification**
SBCCD and AHJCCD agree to indemnify and hold the other party, its officers, agents, and employees free and harmless from all liability for damage to persons to property arising out of or resulting from the acts or omissions of the indemnifying party.

4. **Nondiscrimination**
SBCCD and AHJCCD each agree that they shall not discriminate against any person, in any aspect of education or employment, regardless of race, color, ancestry, religion, gender, national origin, age, mental or physical disability, medical condition, status as a Vietnam-era veteran, marital status, or sexual orientation.
5. **Termination**
While this MOU is not intended to be a legally binding contract, as a courtesy to both parties, the following termination process is agreed to by both parties. Either party may terminate this MOU for any reason by giving thirty (30) days written notice to the other party.

This agreement can be terminated or renewed at the end of a one-year period beginning July 1, 2013 through June 30, 2014.

ACCEPTED AND AGREED TO:

SANTA BARBARA
COMMUNITY COLLEGE
DISTRICT

Dr. Lori Gaskin
Superintendent/President

Date Signed

ALLAN HANCOCK JOINT
COMMUNITY COLLEGE
DISTRICT

Dr. Elizabeth Miller
Interim Superintendent/President

3/21/13
Date Signed
The 2013–2014 Academic Calendar was originally approved on December 13, 2012. Subsequent to that approval, the Santa Barbara Unified School District (SBUSD) approved its 2013–2014 Academic Calendar on February 12, 2013.

On March 13, 2013 the Academic Senate approved adjusting its academic calendar to align it with the SBUSD’s spring break. The attached revised calendar reflects that the SBCC 2014 spring break will be observed March 24 – March 29, 2014.

**RECOMMENDATION:**

It is recommended the Board of Trustees approve the modification to the Academic Calendar 2013-14.

**Administrator Initiating Item:**
Jack Friedlander, Executive Vice President, Educational Programs
## AGENDA ITEM BACKGROUND

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<td>April 25, 2013</td>
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<tr>
<td>SUBJECT: Educational Programs: Actions Involving Stipends for Faculty</td>
<td>ATTACHMENT(S)</td>
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<tr>
<td>□ INFORMATION □ REPORTS</td>
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### BACKGROUND:

The attached list contains routine actions regarding stipends for credit and non-credit faculty. The stipends were authorized and approved by the appropriate administrator and then by the Executive Vice President, Educational Programs.

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### RECOMMENDATION:

It is recommended the Board of Trustees approve the actions involving stipends for faculty.

**Administrator Initiating Item:**
Jack Friedlander, Executive Vice President, Educational Programs
<table>
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<tr>
<th>Name</th>
<th>Assignment</th>
<th>Rate (not to exceed)</th>
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AGENDA ITEM BACKGROUND

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<tr>
<td>FROM:</td>
<td>PRESIDENT</td>
<td>April 25, 2013</td>
</tr>
<tr>
<td>SUBJECT:</td>
<td>Continuing Education: Tuition Fee-Based Offerings</td>
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<tr>
<td>REASON FOR BOARD CONSIDERATION</td>
<td>ITEM NUMBER</td>
<td>ATTACHMENT(S)</td>
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<td></td>
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**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)

Literature
151178 Egyptian Mythology and Literature $30 to $38

Psychology
202615 Emotional Intelligence – What How & Why We Feel & Think $20 to $45
202616 Emotional Intelligence – A Powerful Partnership of Heart and Mind $12 to $20

Music and Performing Arts
301204 Beginning Basic Blues Guitar $30 to $75
301205 String Ensemble – Beginning to Intermediate $8 to $75
301206 Intensive Jazz Institute (Range of hours 144 to 288)

Fine Arts
402449 Stories in Art - American Art and Artists $20 to $34
430032 Intermediate Printmaking and Solarplate $12 to $112

Crafts
451375 Beginning Decorative Painting $12 to $112

Home and Garden
601075 I Got this Orchid, Now What Do I Do? $8 to $20
603131 Recycle, Repurpose, Refashion $45 to $79

Cooking
606384 Spice it Up with Chilies! $24 to $42
606385 Nori-maki Wrap Class $7 to $20

Health and Fitness
608684 Nia Workshop $4 to $112
608685 Yoga: How to Reduce Stress and Improve your Health $12 to $75
608686 Medicina natural usando hierbas y la alimentacion $12 to $75
608687 Yoga en Espanol: Como Reducir el Estres y Mejorar tu Salud $12 to $75
608688 Move Them Bones: The Feldenkrais Method $12 to $56
AGENDA ITEM BACKGROUND

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

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DATE: April 25, 2013  
ATTACHMENT(S): 2 pages

BACKGROUND:

The attached board report includes campus-wide purchase orders processed from 3/13/13 – 4/07/13.

Please note: The purchase order item crossed out on the second page of the report has been cancelled. It was a contract initially approved by Jack Friedlander and Doug Hersh, but this was pulled. Since the P.O. was already approved, it shows up on the report but is not being processed.

RECOMMENDATION:

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

Administrator Initiating Item: Rob Morales, Director, Administrative Services / Emergency Response

Approved by: Joseph E. Sullivan, Vice President Business Services
<table>
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<tr>
<th>PO Number</th>
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<th>Description</th>
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<td>P0003786</td>
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AGENDA ITEM BACKGROUND

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

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DATE: APRIL 25, 2013
ATTACHMENT(S): None

BACKGROUND:

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

MONTH OF MARCH 2013

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

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<td>$ 7,945,847.07</td>
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*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 $ 7,945,847.07.

Administrator Initiating Item: Lyndsay Maas, Controller
Approved by: Joseph E. Sullivan, Vice President Business Service
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Rome Summer 2013 Study Abroad Program Contract

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

ITEM NUMBER
6.1-c

DATE
April 25, 2013

ATTACHMENT(S)
9 pages

BACKGROUND:

The proposed summer program in Rome, Italy, will be SBCC's third 30-day film studies and film production summer program in Italy. Program courses and credits include 3 units for Film Studies 120, Great Directors, and 3 units for Film Production 185, Directing for the Camera. Program features include housing, 6-day excursion to Tuscany and Umbria, study of significant sites in Rome, visit to the Cinecitta Film Studio, with optional travel after the program ends. American Institute for Foreign Study, Inc., (AIFS) provided excellent support services to our faculty and students in the 2004 and 2005 Rome summer programs and offered a competitive bid for the current program. The program price is $3,615 without airfare, with the Program cost based on 20 to 25 program participants. International Programs recommends AIFS as the service provider for the 2013 summer program.

RECOMMENDATION:

It is recommended the Board of Trustees approve the Rome Summer 2013 Study Abroad Program Contract with American Institute for Foreign Study, Inc., (AIFS).

Administrator Initiating Item: Carola Smith, Senior Director, International Programs

Approved by: Joseph E. Sullivan, Vice President, Business Services
AIFS PARTNERSHIP PROGRAM AGREEMENT
SANTA BARBARA COMMUNITY COLLEGE DISTRICT – ROME
SUMMER 2013

THIS PARTNERSHIP PROGRAM AGREEMENT is made as of this _________ day of ________, 2013, by and
between the SANTA BARBARA COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "THE DISTRICT,"
and the AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., a Delaware corporation, hereinafter referred to
as "AIFS."

WHEREAS THE DISTRICT wishes to conduct an overseas study program in ROME, ITALY, during the
SUMMER of 2013, and

WHEREAS AIFS has space available for such a program,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as
follows:

I. TERM

The period of this Agreement shall be from the date of execution by both parties through July 31, 2013.

II. OBLIGATIONS OF THE DISTRICT

THE DISTRICT hereby agrees:

A. That it will conduct and operate an overseas study program in Rome, Italy, for the
   following period:

                 Arrive Rome:    Monday, July 1, 2013

   The program will be organized in cooperation with AIFS. THE DISTRICT agrees not to cancel the Agreement
   with AIFS to make its own arrangements or to make alternative arrangements through another
   organization for the period covered by this Agreement.

B. That the AIFS program will be the only official study abroad program of its type of THE
   DISTRICT in Rome during the period indicated.

C. That it will use the materials provided by AIFS in conjunction with materials produced by
   THE DISTRICT to advertise the program, and recruit students to participate in the program.
D. That it will endeavor to recruit approximately 20 students for the Summer program. AIFS is able to accept more than this number; however THE DISTRICT is under no obligation to recruit a minimum number of students.

THE DISTRICT agrees not to cancel the program if the minimum enrollment of 20 students is achieved.

E. That it will confirm the number of students recruited for the Summer program and approve online enrollment forms for those applicants who have paid the initial $450 deposit by Friday, April 5, 2013. AIFS may be able to accept students after this deadline, but airline and accommodation prices and availability cannot be guaranteed after this date.

F. that it will follow the enrollment procedures below:

1. Applications should first be sent to THE DISTRICT rather than directly to AIFS.

2. After being registered by THE DISTRICT, applicants will be directed to the AIFS Partnership Programs online enrollment form, where they will enroll directly with AIFS.

3. Student enrollment forms approved by THE DISTRICT will be accepted and enrolled by AIFS in the order in which they are approved for processing by THE DISTRICT.

G. That THE DISTRICT will appoint a faculty member as appropriate for its program in Rome. Full control of the academic program, including, but not limited to enrollment requirements, procedures, administration, and granting of credit will be vested in THE DISTRICT and its designated representatives.

H. That in the event that THE DISTRICT does not renew this Agreement, it will not attempt to place students directly with, or to contract, with AIFS landlords or other suppliers of facilities for the academic year following the termination of this Agreement.

III. OBLIGATIONS OF AIFS

AIFS hereby agrees:

That it will be responsible for all travel logistics for the program, collect all fees and pay all bills pertaining to the operation of the program, and do all possible to make the program a success.

In addition, AIFS will make all required reservations and provisions for the following as stated:

A. PROGRAM COMPONENTS

- Accommodation in shared, centrally located apartments with cooking facilities, with four students typically sharing a two-bedroom apartment. A weekly linen change is provided.

- Metro and bus travel pass valid for the area of central Rome for the duration of the stay in Rome.
• An orientation program consisting of a meeting with the AIFS representative in Rome, covering topics such as general acclimation to Italy, security issues, travel, money and cultural activities, a half-day sightseeing tour by private bus with the services of a professional English-speaking guide and a welcome dinner.

• Access to a classroom to hold up to 30 students for 3 hours a day from Monday through Thursday. The classroom will be equipped with a media projector and screen, and a DVD player can be supplied for screening films.

• Half-day visit to the Vatican Museum, including entrances to the Sistine Chapel, with the services of a professional, English-speaking guide.

• Half-day visit to the Coliseum, Roman Forum and Palatine Hill, with the services of an English-speaking professional guide.

• A six-day, five-night excursion by private bus to Tuscany and Umbria with accommodation in tourist-class hotels and guest houses on a bed-and-breakfast basis. The excursion will include visits to Siena, Pienza, Perugia and Spoleto.

• Visit to Cinecittà film studios.

• The services of an AIFS representative for the duration of the stay in Rome to offer logistical support to students and faculty, and to ensure the welfare of the group at all times.

B. FACULTY BENEFITS

Faculty support services (target enrollment 20 students with 1 faculty member) as listed below:

1. Round-trip flights between LAX and Rome. Tickets will be provided on flights as described. Alternatively, faculty may wish to make their own flight arrangements. In this situation AIFS will reimburse THE DISTRICT faculty the optional student airfare fee once the minimum program enrollment has been reached.

2. AIFS can arrange air travel for faculty companions if they are traveling on the standard group flight. Since airfares change frequently, the cost cannot be determined until the ticket has been booked. Faculty will be billed for any companion tickets, and they must be paid for in advance of planned travel. If, for any reason, a faculty member no longer requires an issued ticket, cancellation notification must reach AIFS by Friday, May 3, 2013, and s/he will need to pay a $100 cancellation fee. After this date, the ticket is non-refundable, and faculty will be responsible for the entire cost. Faculty may charge tickets to a major credit card.

3. In addition to the provision of airfare as stated above, AIFS will provide the accompanying DISTRICT faculty member with the following program package:

a. Services for 1 instructor will be included should the number of paying participants be 20 or more, or pro rata for a lower enrollment.
b. Housing in a two-bedroom apartment in Rome and a twin hotel room on any excursions.

c. Full participation on all activities scheduled on the itinerary, on the same basis as the students, including transfers, entrances, sightseeing tours, etc.

d. A pay-as-you-go cell phone.

e. Partners accompanying faculty members may also participate on the program at a special rate. Partner participation is not included in the final student numbers unless they pay the student price.

C. MISCELLANEOUS:

1. Medical and AIFS program fee refund insurance policies, as outlined in the AIFS insurance brochure, in the AIFS contract with students, and under Paragraph V of this Agreement.

2. AIFS will provide publicity materials consisting of a student online enrollment form for use by THE DISTRICT in the promotion of the program.

3. Pre-departure information services and a toll-free contact number in the U.S.

4. Services of AIFS U.S. support representatives.

5. Services of AIFS European headquarters in Rome including liaison ahead of the program on academic planning.

IV. PRICING

In return for the services set forth above, based on an enrollment of 20 or more paying students, AIFS will charge a fee of $3,565 per student for the program, excluding airfare.

This fee does not include a non-refundable $50 application fee, a refundable $125 damage deposit or any DISTRICT tuition fees but does include $100 per-student operational fund (to be used by the program director to organize additional program-related activities) and a $35 DISTRICT administrative fee (to be refunded to THE DISTRICT once all students have paid in full). When online enrollment forms are prepared, the fees quoted will include the $50 application fee.

AIFS will reserve spaces at the above prices according to information supplied by students on their online enrollment form. Once airline tickets have been issued to students, they can only be changed directly with the ticketing agent by the student once overseas – airline and agency-imposed penalties apply.

OPTIONAL COMPONENTS:

- On a space-available basis, students may purchase the optional transportation package consisting of round-trip airfare (Los Angeles-Rome-Los Angeles) and round-trip transfers overseas between the airport and the housing in Rome for an additional $1,100 excluding mandatory U.S.
government and airline-imposed departure taxes, fees and fuel surcharges (estimated at $599 and subject to change) for which students will be billed separately.

AIFS will reserve spaces at the above prices according to information on the student online enrollment form. Once airline tickets have been issued to students, they can only be changed directly with the airline by the student once overseas; agent- and airline-imposed penalties apply.

AIFS cannot arrange airline tickets for students applying after Friday, April 5, 2013.

AIFS is financially committed to any confirmed airlines seats from Friday, March 22, 2013, and therefore an airfare review will take place prior to this date. AIFS requests that THE DISTRICT provide an indication of how many students intend to purchase the transportation package listed above. However, should THE DISTRICT decide not to offer this transportation package to their students, AIFS must be notified before Friday, March 22, 2013.

- Optional Extra Protection Insurance Coverage, including increased medical insurance ($65) and/or personal property benefit ($90) as outlined in the AIFS insurance brochure.

**ONLINE ENROLLMENT PROCEDURE AND BILLING**

THE DISTRICT will follow the enrollment procedure below:
- Accepted students will be given the URL to allow them to enroll online via the AIFS website;
- THE DISTRICT’s assigned Program Coordinator will log on to the AIFS coordinator’s portal regularly to “approve” or “reject” each student’s online enrollment form.

We recommend the promotion of and initial receipt of deposits for this program as early as possible.

Penalties apply to changed program bookings after Friday, April 5, 2013. Therefore AIFS would require THE DISTRICT to approve the online enrollment forms by Friday, April 5, 2013. AIFS would then bill the individual student for the balance of fees owing. Full payment and confirmation of final numbers must be received by Friday, May 3, 2013. Please note that these are not postmark dates, but the dates by which funds must arrive in the AIFS Connecticut office.

AIFS reserves the right to withdraw students who are not paid in full by the final payment deadline. AIFS can accept online enrollments after Friday, April 5, 2013, but cannot guarantee program costs after this date.

Students applying after the online enrollment deadline date of Friday, April 5, 2013 can only be accepted on a space-available basis.

V. **REFUND AND CANCELLATION POLICY**

AIFS will operate a Refund and Cancellation Policy as follows:

Refunds other than when a program is canceled:

If a student’s online enrollment form is refused, a full refund of all payment except the non-refundable $50 application fee is made.
If a student withdraws on or before Friday, April 5, 2013, for the Summer program, a full refund will be made less $150 plus any non-refundable deposits paid by the student or by AIFS on the student’s behalf.

If a student withdraws after Friday, April 5, 2013, but on or before Friday, May 3, 2013, for the Summer program for any reason except medical covered by the Fees Refund and Medical Insurance Coverage, the $400 deposit and $50 application fee are forfeited, along with any non-refundable deposits paid by the student or by AIFS on the student’s behalf.

If a student is forced to withdraw from the program because of covered medical reasons after Friday, April 5, 2013, but before departure to Rome, a full refund of all payments will be made, less the $100 processing fee, $50 non-refundable application fee and the $125 insurance premium, through the Fees Refund and Medical Insurance Coverage which requires written proof of medical reasons provided by the student’s physician.

Students withdrawing voluntarily for any reason after Friday, May 3, 2013, including withdrawals due to medical reasons not protected under the Fees Refund and Medical Insurance Coverage, receive no refund of fees paid unless they are able to provide a qualified replacement student. In this case they receive a full refund of all payments made less the $150 application and processing fees and any non-refundable deposits paid by the student or by AIFS on the student’s behalf. AIFS cannot arrange flights for substitutions arranged after Friday, April 5, 2013. Replacement students must pay in full at the time of online enrollment.

Please note that students who are academically withdrawn from the program by their home institution after their online enrollment form has been processed by AIFS are subject to the standard refund policy.

Once the program has started, students withdrawing receive no refund unless AIFS suspends the program.

Program cancellation:

- It is understood that THE DISTRICT will not cancel the program if the necessary minimum number of students have been enrolled by Friday, April 5, 2013.

- In the event that THE DISTRICT should cancel the program with the required minimum number of students after Friday, April 5, 2013, THE DISTRICT will be responsible for costs which cannot be recovered by AIFS. AIFS will deduct from students’ fees the irrecoverable costs and will refund the balance of fees paid by the students to THE DISTRICT.

- In the event of the U.S. State Department issuing a travel warning which advises U.S. citizens not to travel to Rome, or if they are already in Rome, to leave it, AIFS will:
  
  - If the program has not started, either make suitable alternative arrangements, or cancel the program and refund all fees paid.
  
  - If the program has started, suspend the program and fly the students home. If students are returned home they will receive a pro-rata rebate of fees paid to AIFS for the proportion of the program not completed, less the $50 non-refundable application fee, the $100 processing fee, the $125 insurance premium and any costs incurred flying the student home.
VI. LIABILITY INSURANCE COVERAGE

That it will maintain liability insurance coverage during the term of this Agreement with the following minimum coverage:

Underlying limit of liability (combined for both bodily injury and property) $1,000,000

Excess Liability Coverage $50,000,000

Total Liability Coverage $51,000,000

VII. VARIOUS

A. INDEMNIFICATION

AIFS hereby agrees to indemnify and hold THE DISTRICT harmless for any and all liability, obligation or expense incurred by THE DISTRICT and arising from any wrongful or negligent acts or omissions of AIFS, its employees or agents in connection with the performance of this Agreement. THE DISTRICT hereby agrees to indemnify and hold AIFS harmless for any and all liability, obligation or expense incurred by AIFS arising from any wrongful or negligent acts or omissions of THE DISTRICT, its employees or agents in connection with the performance of this Agreement.

B. ASSIGNMENT

Neither THE DISTRICT nor AIFS may assign this Agreement without the prior written consent of the other.

C. NOTICE

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

Carola Smith
Director, Study Abroad
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109

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

Paul Watson
Senior Vice President
AIFS
River Plaza
9 West Broad Street
Stamford, CT 06902-3788
D. CONSTRUCTION AND SCOPE

This Agreement shall be interpreted under the laws of the State of California, United States, and shall inure to the benefit of the parties hereto, their successors and assigns. Time shall be of the essence in each term and provision of this Agreement and no term or provision may be modified orally or in any other manner than by writing signed by all the parties hereto or their respective successors in interest.

E. NOT CONSENT TO SUE

The provisions, terms and condition of this Agreement shall not be construed as a consent of the State of California to be sued because of such Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

By: 

As its: 

Date: 

Attest: 

AMERICAN INSTITUTE FOR FOREIGN STUDY, INC.

By: 

As its: Senior Vice President

Date: 

Attest:
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Paris Summer 2013 Study Abroad Program Contract

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

ITEM NUMBER
6.1-d

DATE
April 25, 2013

ATTACHMENT(S)
7 pages

BACKGROUND:

The proposed summer program in Paris, France is SBCC’s 30-day Art History summer program. Program courses and credits include 3 units for Art 211, 19th Century Art and Architecture. Program features include study of significant sites in Paris, various museum visits, 3-day excursion to Amsterdam, one day excursion to Giverny, and optional travel after the program ends. ACCENT International Consortium for Academic Programs Abroad headquarters are located in Paris, providing our faculty and students studying in Paris with comprehensive support services. ACCENT Paris programs have been highly successful, and we have been consistently satisfied with the services provided by ACCENT. The program price is $3,370, with the price based on 20 - 24 program participants. Based on the successful track record with ACCENT and on the competitive program cost, International Programs recommends ACCENT as the Paris Summer 2013 program service provider.

RECOMMENDATION:

It is recommended the Board of Trustees approve the Paris Summer 2013 Study Abroad contract with ACCENT International Consortium.

Administrator Initiating Item: Carola Smith, Senior Director, International Programs

Approved by: Joseph E. Sullivan, Vice President, Business Services
PROGRAM CONTRACT
(SBCC-ParSU13)

This Contract, made this August 27, 2012 (the Effective Date), by and between Santa Barbara City College, hereinafter known as “SBCC,” and ACCENT International Consortium For Academic Programs Abroad, Limited, a California corporation in good standing, directly, and through its sister French entity, Opportunities in International Learning, sarl, hereinafter known as “ACCENT.”

Whereas, the parties wish to provide SBCC program participants with an opportunity to study in Paris, France, for Summer 2013.

NOW, THEREFORE, the parties agree as follows:

1. Program Dates:
   - Depart U.S. Monday, July 1, 2013
   - Arrive Paris Tuesday, July 2, 2013
   - Depart Paris Wednesday, July 31, 2013

   National Holidays July 14, Bastille Day
   Number of nights 29

2. Program Housing:
   - Double occupancy rooms in the Cité Universitaire, or similar student residence in Paris, will be provided for the duration of the program.
   - Supplement to be charged for a single occupancy room in the student residence, when available. Single occupancy rooms are limited and availability will not be known until approximately one to two weeks prior to program departure date.
   - Exact housing placements will be given to participants upon arrival.
   - In the event of the need for a single room due to an odd number of female or male participants, ACCENT may charge a supplement for each single room. Additionally, it may be necessary for students to be housed with other ACCENT groups or in co-ed housing. Bedrooms will always be single sex. These housing options will be discussed with SBCC.
   - ACCENT is able to provide the housing referenced above up to the maximum number of participants specified in the “Pricing” paragraph. If the maximum number of spaces has been filled, ACCENT will provide assistance in finding comparable or alternative housing options for participants, based on availability.
   - During overnight excursions, all participants are housed in double/triple/quad occupancy rooms.

3. Transportation:
   - ACCENT will organize an optional round-trip group flight from LAX to Paris on a regularly scheduled airline. Airfare is not included in the program price.
   - The group flight must have a minimum of 10 participants. Space on the group flight cannot be guaranteed after flight payment deadline of March 22, 2013.
   - ACCENT representative(s) will meet the group flight at the appropriate airport in Paris on July 2, 2013.
   - For group flight participants, ACCENT will arrange a transfer by rental bus, taxi or shuttle from the Paris airport to student housing on the day of arrival, and from designated departure point in Paris to...
the Paris airport on the group departure date. Non-group-flight participants who are able to meet ACCENT at the group arrival point and time will also be offered a transfer.

- Non-group-flight participants who are unable to meet ACCENT at the group arrival point in the airport are responsible for checking in at the ACCENT Paris Center between 9 a.m. and 5 p.m. on the scheduled date of arrival and are responsible for all transfer arrangements and costs. Participants who are unable to check in by 5 p.m. should be prepared to make and pay for their own accommodations for the first night, checking into the ACCENT Paris Center the following morning at 9 a.m.

- ACCENT shall provide a Paris transit pass to each participant, valid on bus and métro for the duration of the program.

4. Orientation Program:
   - A pre-departure orientation will be conducted on location in California for all program participants. ACCENT shall address general aspects of study abroad and cross-cultural learning and provide practical information regarding preparation and travel.
     - A pre-departure handbook is provided to all participants. Specifically designed for participants going on this program, the handbook gives vital information about preparing for a stay in Paris.
     - An Internet-based orientation will be conducted with program participants unable to attend the pre-departure orientation.
   - An on-site orientation in Paris covers practical matters as well as aspects of cross-cultural living and learning, giving participants the tools they need to make the most of their time in Paris.
     - General orientation: explains the services offered by the ACCENT Paris Center and addresses local customs, money, personal safety, emergency contingency plan, telephones, communications, transportation, etc.
     - Academic orientation: in conjunction with the SBCC faculty, covers all aspects of the academic program and rules/regulations.
     - Housing orientation: provides information specific to living in Paris and in student residences.
     - Orientation materials: maps, practical living information, as well as a copy of “Paris at your Fingertips” written by ACCENT for American program participants living in Paris.
     - A practical walking tour of the areas in Paris around the ACCENT Center will be conducted as part of the ACCENT orientation.
   - A faculty orientation meeting in Paris will address topics including: program academics, student safety, ACCENT facilities and staff, administrative matters, alcohol and harassment policies and faculty cell phone use.

5. Academic Program and Museum Entries:
   - Classrooms: ACCENT will provide classroom space for one accompanying faculty-led course for a total of 30 hours. Exact hours of use will be decided closer to arrival and cannot be guaranteed.
   - Faculty must request in advance to have access to DVD/VCR (U.S. and French systems), monitor, overhead projector, digital imaging projector, slide projectors, screens, radio/CD players, limited audio-visual library.
   - The following guided tours are included: one guided tour of the Napoleonic/Neoclassical monuments, one guided tour of the Montmartre/Sacré Cœur, and one guided tour of the Paris Opera house.
   - One group entry to the Pompidou Center.
   - ACCENT shall provide €61 per participant for course-related visits within Paris not covered by the National Museum Card (see below), including entries to the Paris Opera house, the Louvre, D’Orsay, Delacroix Museum, Marmottan, Musée Orangerie, Saint Chapelle, Pere LaChaise, the Eiffel Tower, Notre Dame (free), and the Rodin Museum (free).
   - ACCENT shall provide a student ID card allowing free entry to most National museums in Paris. This arrangement depends on the goodwill of the French government and ACCENT cannot guarantee continuation of this service. If the aforementioned service is withdrawn, it is the responsibility of the school to pay entrance fees for course-related visits not covered by the terms of this contract.
6. Cultural Program and Excursions:
   - ACCENT shall provide the following excursions, accompanied by ACCENT staff:
     - One-day excursion to Giverny, or similar, including coach transport, half-day guided tour, and entries.
     - Three-day, two-night excursion to Amsterdam, including train transport, guide, entries to the Van Gogh Museum and Rijkmuseum, and one group dinner. Accommodations in a two-star hotel (double/triple/trip rooms). Breakfast in the hotel provided daily.

7. Center/Administrative Assistance:
   - The ACCENT Paris Center will be open 9:00am - 5:00pm weekdays to participants and faculty for the duration of the program (closed weekends/French national holidays).
   - Within the ACCENT Paris Center, participants have limited access to a Macintosh computer lab with Internet/WIFI access Monday through Friday during regular business hours indicated above. A classroom within the ACCENT Paris Center also serves as a study room, when available.
   - Extensive practical and cultural information is available at the ACCENT Paris Center, allowing participants to take full advantage of their time in Paris: travel guides and information, a lending library of English and French books (both academic and fiction), and listings of practical locations of banks, doctors, laundry facilities, etc.
   - The ACCENT Paris staff will coordinate housing arrangements and excursions and will work to resolve any logistical problems that may arise.
   - ACCENT will make all arrangements for class/visit scheduling.
   - ACCENT will provide participants and faculty with a list of emergency telephone numbers at the overseas orientation. During the program, an ACCENT staff member will be assigned to be reasonably accessible by telephone 24 hours a day/7 days a week in the case of a serious emergency.
   - The experienced ACCENT staff is available to provide general information, crisis intervention and referrals to other professionals as needed.
   - Access to a general office within the ACCENT Paris Center is provided for all faculty members. The office includes shared use of a fax machine, Macintosh computer with Internet access, ADSL lines and WIFI for Internet access from a laptop (should faculty choose to bring one), a telephone and access to a photocopier.
   - ACCENT administrative services are available to faculty (faxing and photocopying). Any charges incurred through use of these services are at the U.S. institution's expense and must either be paid on-site or by invoice at the end of the program.

8. Faculty Housing and Services:
   - Provisions indicated in the Faculty Housing and Services section are included in program pricing for one accompanying faculty.
   - Housing and Telephone
     - For 15-19 participants, a one-bedroom apartment shall be provided for faculty member. For 20-30 participants, a two-bedroom apartment shall be provided for faculty member. Note: housing includes Internet access and may include landline telephone, but landline access is not guaranteed.
     - Cell phone will be distributed to faculty on a loan basis upon arrival. The phone is provided for general communication use and for use as part of ACCENT's emergency communication network. Faculty is responsible for charges incurred by the use of this phone including loss of/damage to the phone until it is returned to ACCENT.
     - Utilities (gas, electricity, telephone charges) are not included. A security deposit of $500 will be invoiced to SBCC on April 23, 2013. Utilities, phone, damages and any excessive cleaning costs will be deducted from this deposit. Any remaining amount will be returned to payer after receipt of final utilities bills for period during which occupant was in apartment (approximately three months following end of program).
   - Transportation and Excursions/Visits
- Transportation, single accommodations, meals, and entries on course-related visits and excursions are included.
- One round-trip transatlantic ticket on the scheduled group flight from LAX to Paris included.
- For faculty taking the group flight, transfer is included from the group arrival point in Paris to housing upon arrival.
- Faculty not taking the group flight will be given an equivalent allowance and will be responsible for their own travel arrangements.
- Faculty not taking the group flight are responsible for checking in at the ACCENT Paris Center and for associated transfer costs.
- A Paris transit pass, valid on bus and métro, is included for faculty member.

* Additional expenses

- Should faculty members wish to invite guests or others who are not paid program participants to accompany them on any part of the program they must obtain written agreement from ACCENT. Upon approval by ACCENT, they are then responsible for paying ACCENT (on-site) for their share of any additional housing, transportation, food, excursion ticket, and other additional costs. ACCENT assumes no responsibility or liability for guests of faculty members.

9. Insurance and Liability:

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

10. Pre-departure Services:

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

11. Program Assessment:

- ACCENT will administer program evaluations and present results to SBCC or provide written/oral feedback at the end of the program.
12. Subcontracting:
- ACCENT will perform the herewithin agreed services, subcontracting as necessary with Opportunities In International Learning, Standing Euro Tours and other organizations.

13. Pricing:

<table>
<thead>
<tr>
<th>Prices indicated are for 20 to a maximum of 24 participants.</th>
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<tr>
<td>• Program price per participant (not including security deposit)</td>
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<tr>
<td>• Refundable security deposit per participant</td>
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<tr>
<td>• Price reduction for participant providing own housing (subject to approval by ACCENT)</td>
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<tr>
<td>• Single room supplement (to be paid directly to ACCENT by participant)</td>
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</table>

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

- 25 to 30 participants: $3050 + $150 security deposit
- 15 to 19 participants: $3425 + $150 security deposit

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

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

14. Payment & Enrollment Deadlines:

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<tr>
<td>• Non-refundable first payment due with application:</td>
<td>$250</td>
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<tr>
<td>• Final payment due April 23, 2013:</td>
<td>$3120</td>
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</table>

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

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

A security deposit of $150 per participant (included in the payments above) will be paid directly to ACCENT by each participant. This amount will be refunded to program participants approximately three months following the end of the program, less any charges for damages, unreturned items, etc. This amount is in addition to the program fee as indicated in the Pricing paragraph above.

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

15. Refunds/Cancellations:

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

  **Cancellation fees:**
  - 70 days or more prior to start of program: $250
  - 30-69 days prior to start of program: $500
  - 0-7 days prior to start of program: $750
  - 0-7 days prior to start of program: $1000
  - No refund

- Before the start date of the program, should the U.S. State Department issue a “Travel Warning” that American citizens must not travel to Paris, France, ACCENT will immediately advise the sponsoring
school to cancel its program. In such case, if the program is immediately canceled in writing by the sponsoring school, ACCENT will refund the entire program fee to all participants on that program.

- The performance of the program contract by either party is subject to acts of God, war, terrorism, government regulations, disaster, fire, strikes, civil disorder, curtailment of transportation facilities, or other similar cause beyond the control of the parties making it commercially impracticable, illegal, or impossible to perform its obligations. This program contract may be terminated without penalty for any one or more of such reasons by written notice from one party to the other.

- Should a program be canceled in writing by the sponsoring school after the program start date, no refund amount can be guaranteed, although ACCENT will make reasonable efforts to seek refunds from third parties for costs not yet incurred.

For: Santa Barbara City College

Signature

Name (printed)

Title

Date

For: ACCENT International Consortium

for Academic Programs Abroad, Inc.

Roy Vernon

Executive Director

August 27, 2012

Date
CONTRACT ADDENDUM:
SCHOOL AUTHORITY AND RESPONSIBILITY FOR USE OF ALCOHOL

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>TO: BOARD OF TRUSTEES</th>
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<tbody>
<tr>
<td>FROM: PRESIDENT</td>
<td>April 25, 2013</td>
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<tr>
<td>SUBJECT: South Africa Summer 2013 Study Abroad Program Contract</td>
<td>ATTACHMENT(S)</td>
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<tr>
<td>REASON FOR BOARD CONSIDERATION</td>
<td>ITEM NUMBER</td>
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<tr>
<td>☑ ACTION  ☒ CONSENT  ☐ FIRST READING  ☐ INFORMATION ☐ REPORTS</td>
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<td>9 pages</td>
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BACKGROUND:

The proposed summer program in Cape Town, South Africa, is SBCC's first 2.5-week Communications study abroad program in South Africa and ending in London before return to the States. Program courses and units include 3 units for Communications 151, Intercultural Communications and 3 units for Communications 121, Interpersonal Communications. Program features include housing, study of significant sites in Cape Town, academic and cultural visits to Robben Island and various museums, several day trips, 3-day excursion to Mossel Bay, and half-day study of significant sites in London. AIFS has a long history of successfully running academic programs in Cape Town, South Africa, and additionally maintain strong connections with South African universities and tour companies. The advertised program price is $4,245 including airfare. The per-student program cost is based on 20 to 25 program participants. International Programs recommends American Institute for Foreign Study, Inc., (AIFS) as the Cape Town Summer 2013 program provider.

RECOMMENDATION:

It is recommended the Board of Trustees approve the South Africa Summer 2013 Study Abroad Program Contract with American Institute for Foreign Study, Inc., (AIFS).

Administrator Initiating Item: Carola Smith, Senior Director, International Programs

Approved by: Joseph E. Sullivan, Vice President, Business Services
AIFS PARTNERSHIP PROGRAM AGREEMENT
SANTA BARBARA COMMUNITY COLLEGE DISTRICT – CAPE TOWN & LONDON
SUMMER 2013

THIS PARTNERSHIP PROGRAM AGREEMENT is made as of this ______ day of ______, 2013, by and between the SANTA BARBARA COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "THE DISTRICT," and the AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., a Delaware corporation, hereinafter referred to as "AIFS."

WHEREAS THE DISTRICT wishes to conduct an overseas study program in CAPE TOWN, SOUTH AFRICA, AND LONDON, ENGLAND, during the SUMMER of 2013, and

WHEREAS AIFS has space available for such a program,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. TERM

The period of this Agreement shall be from the date of execution by both parties through July 31, 2013.

II. OBLIGATIONS OF THE DISTRICT

THE DISTRICT hereby agrees:

A. That it will conduct and operate an overseas study program in Cape Town, South Africa, and London, England, for the following period:

<table>
<thead>
<tr>
<th>Summer 2013:</th>
<th>Depart U.S.:</th>
<th>Tuesday, July 9, 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Arrive Cape Town:</td>
<td>Wednesday, July 11, 2013</td>
</tr>
<tr>
<td></td>
<td>Depart Cape Town:</td>
<td>Tuesday, July 23, 2013</td>
</tr>
<tr>
<td></td>
<td>Arrive London:</td>
<td>Wednesday, July 24, 2013</td>
</tr>
<tr>
<td></td>
<td>Depart London:</td>
<td>Saturday, July 27, 2013</td>
</tr>
</tbody>
</table>

The program will be organized in cooperation with AIFS. THE DISTRICT agrees not to cancel the Agreement with AIFS to make its own arrangements or to make alternative arrangements through another organization for the period covered by this Agreement.

B. That the AIFS program will be the only official study abroad program of its type of THE DISTRICT in Cape Town and London during the period indicated.
C. That it will use the materials provided by AIFS in conjunction with materials produced by THE DISTRICT to advertise the program, and recruit students to participate in the program.

D. That it will endeavor to recruit approximately 20 students for the Summer program. AIFS is able to accept more than this number; however THE DISTRICT is under no obligation to recruit a minimum number of students.

THE DISTRICT agrees not to cancel the program if the minimum enrollment of 20 students is achieved.

E. That it will confirm the number of students recruited for the Summer program and approve online enrollment forms for those applicants who have paid the initial $450 deposit by Friday, April 19, 2013. AIFS may be able to accept students after this deadline, but airline and accommodation prices and availability cannot be guaranteed after this date.

F. that it will follow the enrollment procedures below:

1. Applications should first be sent to THE DISTRICT rather than directly to AIFS.

2. After being registered by THE DISTRICT, applicants will be directed to the AIFS Partnership Programs online enrollment form, where they will enroll directly with AIFS.

3. Student enrollment forms approved by THE DISTRICT will be accepted and enrolled by AIFS in the order in which they are approved for processing by THE DISTRICT.

G. That THE DISTRICT will appoint a faculty member as appropriate for its program in Cape Town and London. Full control of the academic program, including, but not limited to enrollment requirements, procedures, administration, and granting of credit will be vested in THE DISTRICT and its designated representatives.

H. That in the event that THE DISTRICT does not renew this Agreement, it will not attempt to place students directly with, or to contract, with AIFS landlords or other suppliers of facilities for the academic year following the termination of this Agreement.

III. OBLIGATIONS OF AIFS

AIFS hereby agrees:

That it will be responsible for all travel logistics for the program, collect all fees and pay all bills pertaining to the operation of the program, and do all possible to make the program a success.

In addition, AIFS will make all required reservations and provisions for the following as stated:

A. PROGRAM COMPONENTS

- Transportation package consisting of round-trip airfare (Los Angeles-Cape Town, Cape Town-London, London-Los Angeles) and round-trip transfers overseas between the airport and the
housing in Cape Town and London, excluding mandatory additional U.S. government- and airline-imposed departure taxes, fees and fuel surcharges (estimated at $845 and subject to change) for which students will be billed separately.

Cape Town Section

- Accommodation in multi-bedded rooms on a self-catering basis in a student lodge in Cape Town. Student bedrooms will be a combination of twin, triple and possibly quad rooms with shared bathrooms, kitchen and living areas, and access to WiFi.

- Metro plus travel pass valid for use on the train system between Cape Town City Centre and Retreat for the duration of the program.

- An orientation program in Cape Town consisting of an orientation meeting with the AIFS staff and a student information packet including a student handbook, maps and local area information.

- An introductory half-day sightseeing tour of Cape Town by private coach with the services of a professional guide, to include a visit up Table Mountain by cable car and to end with a multi-course African welcome meal at Gold restaurant with traditional entertainment and an interactive African drumming session.

- A meeting room available for the academic program conducted by THE DISTRICT faculty member.

- A program of academic and cultural visits to include Robben Island by ferry with a tour of the prison museum, the District Six Museum and a tour of the University of Cape Town.

- A half-day visit to Langa Township for a walking tour with a community guide or a visit to the Lwandle Migrant Labour Museum in Somerset West.

- A full-day guided excursion by private coach to the Cape of Good Hope with entrance to the nature reserve and a visit on the return journey to Boulder’s Beach to see the penguin colony.

- A three-day, two-night excursion by private coach from Cape Town along the Garden Route to Mossel Bay with two nights dorm-style accommodation on a bed-and-breakfast basis in the Santo Express Train Lodge which is located by the beach. This excursion will include a guided “Big Five” game drive at a private game reserve.

- An experienced AIFS staff member will be available throughout the program to assist THE DISTRICT students and faculty in Cape Town. The staff member will have a 24-hour emergency duty phone.

London Section

- Housing in twin and triple-bedded rooms on a bed-and-breakfast basis in a tourist-class hotel.
• A half-day sightseeing tour of London by private coach with the services of a professional guide with entrance to Westminster Abbey, St. Paul’s Cathedral or the Tower of London (AIFS will discuss the preferred entrance with THE DISTRICT faculty member).

• A pas-as-you-go travel pass for each student with £10 credit for travel on the buses and London underground system on the free day.

B. **FACULTY BENEFITS**

Faculty support services (target enrollment 20 students with 1 faculty member) as listed below:

1. Round-trip flights between LAX and Cape Town (via London). Tickets will be provided on flights as described.

2. AIFS can arrange air travel for faculty companions if they are traveling on the standard group flight. Since airfares change frequently, the cost cannot be determined until the ticket has been booked. Faculty will be billed for any companion tickets, and they must be paid for in advance of planned travel. If, for any reason, a faculty member no longer requires an issued ticket, cancellation notification must reach AIFS by Friday, May 17, 2013, and s/he will need to pay a $100 cancellation fee. After this date, the ticket is non-refundable, and faculty will be responsible for the entire cost. Faculty may charge tickets to a major credit card.

3. In addition to the provision of airfare as stated above, AIFS will provide the accompanying DISTRICT faculty member with the following program package:
   a. Services for 1 instructor will be included should the number of paying participants be 20 or more, or pro rata for a lower enrollment.
   b. Housing in a two-bedroom apartment or a one-bedroom apartment with extra beds in Cape Town, and in a family room or two connected twin rooms in the London hotel.
   c. Full participation on all activities scheduled on the itinerary, on the same basis as the students, including transfers, entrances, sightseeing tours, etc.
   d. Partners accompanying faculty members may also participate on the program at a special rate. Partner participation is not included in the final student numbers unless they pay the student price.

C. **MISCELLANEOUS:**

1. Medical and AIFS program fee refund insurance policies, as outlined in the AIFS insurance brochure, in the AIFS contract with students, and under Paragraph V of this Agreement.

2. AIFS will provide publicity materials consisting of a student online enrollment form for use by THE DISTRICT in the promotion of the program.

3. Pre-departure information services and a toll-free contact number in the U.S.
4. Services of AIFS U.S. support representatives.

5. Services of AIFS European headquarters in London including liaison ahead of the program on academic planning.

IV. PRICING

In return for the services set forth above, based on an enrollment of **20 or more paying students**, AIFS will charge a fee of **$4,195** per student for the program, including airfare.

This fee does not include a non-refundable $50 application fee, a refundable $125 damage deposit or any DISTRICT tuition fees but does include a $125 DISTRICT administrative fee (to be refunded to THE DISTRICT once all students have paid in full). When online enrollment forms are prepared, the fees quoted will include the $50 application fee.

AIFS will reserve spaces at the above prices according to information supplied by students on their online enrollment form. Once airline tickets have been issued to students, they can only be changed directly with the ticketing agent by the student once overseas – airline and agency-imposed penalties apply.

**AIRFARE CONDITIONS:**

- AIFS will reserve spaces at the above prices according to information on the student online enrollment form. Once airline tickets have been issued to students, they can only be changed directly with the airline by the student once overseas; agent- and airline-imposed penalties apply.

  AIFS cannot arrange airline tickets for students applying after Friday, April 19, 2013.

AIFS is financially committed to any confirmed airlines seats from Friday, April 5, 2013, and therefore an airfare review will take place prior to this date. AIFS requests that THE DISTRICT provide an indication of how many students intend to purchase the transportation package listed above. However, should THE DISTRICT decide not to offer this transportation package to their students, AIFS must be notified before Friday, April 5, 2013.

- Optional Extra Protection Insurance Coverage, Including increased medical insurance ($65) and/or personal property benefit ($90) as outlined in the AIFS insurance brochure.

**ONLINE ENROLLMENT PROCEDURE AND BILLING**

THE DISTRICT will follow the enrollment procedure below:

- Accepted students will be given the URL to allow them to enroll online via the AIFS website;
- THE DISTRICT's assigned Program Coordinator will log on to the AIFS coordinator’s portal regularly to “approve” or “reject” each student’s online enrollment form.

We recommend the promotion of and initial receipt of deposits for this program as early as possible.

Penalties apply to changed program bookings after Friday, April 19, 2013. Therefore AIFS would require THE DISTRICT to approve the online enrollment forms by Friday, April 19, 2013. AIFS would then bill the
individual student for the balance of fees owing. Full payment and confirmation of final numbers must be received by Friday, May 17, 2013. Please note that these are not postmark dates, but the dates by which funds must arrive in the AIFS Connecticut office.

AIFS reserves the right to withdraw students who are not paid in full by the final payment deadline. AIFS can accept online enrollments after Friday, April 19, 2013, but cannot guarantee program costs after this date.

Students applying after the online enrollment deadline date of Friday, April 19, 2013 can only be accepted on a space-available basis.

V. REFUND AND CANCELLATION POLICY

AIFS will operate a Refund and Cancellation Policy as follows:

Refunds other than when a program is canceled:

If a student’s online enrollment form is refused, a full refund of all payment except the non-refundable $50 application fee is made.

If a student withdraws on or before Friday, April 19, 2013, for the Summer program, a full refund will be made less $150 plus any non-refundable deposits paid by the student or by AIFS on the student’s behalf.

If a student withdraws after Friday, April 19, 2013, but on or before Friday, May 17, 2013, for the Summer program for any reason except medical covered by the Fees Refund and Medical Insurance Coverage, the $400 deposit and $50 application fee are forfeited, along with any non-refundable deposits paid by the student or by AIFS on the student’s behalf.

If a student is forced to withdraw from the program because of covered medical reasons after Friday, April 19, 2013, but before departure to Cape Town, a full refund of all payments will be made, less the $100 processing fee, $50 non-refundable application fee and the $125 insurance premium, through the Fees Refund and Medical Insurance Coverage which requires written proof of medical reasons provided by the student’s physician.

Students withdrawing voluntarily for any reason after Friday, May 17, 2013, including withdrawals due to medical reasons not protected under the Fees Refund and Medical Insurance Coverage, receive no refund of fees paid unless they are able to provide a qualified replacement student. In this case they receive a full refund of all payments made less the $150 application and processing fees and any non-refundable deposits paid by the student or by AIFS on the student’s behalf. AIFS cannot arrange flights for substitutions arranged after Friday, April 19, 2013. Replacement students must pay in full at the time of online enrollment.

Please note that students who are academically withdrawn from the program by their home institution after their online enrollment form has been processed by AIFS are subject to the standard refund policy.

Once the program has started, students withdrawing receive no refund unless AIFS suspends the program.
Program cancellation:

- It is understood that THE DISTRICT will not cancel the program if the necessary minimum number of students have been enrolled by Friday, April 19, 2013.

- In the event that THE DISTRICT should cancel the program with the required minimum number of students after Friday, April 19, 2013, THE DISTRICT will be responsible for costs which cannot be recovered by AIFS. AIFS will deduct from students' fees the irrecoverable costs and will refund the balance of fees paid by the students to THE DISTRICT.

- In the event of the U.S. State Department issuing a travel warning which advises U.S. citizens not to travel to Cape Town or London, or if they are already in Cape Town or London, to leave it, AIFS will:

  - If the program has not started, either make suitable alternative arrangements, or cancel the program and refund all fees paid.

  - If the program has started, suspend the program and fly the students home. If students are returned home they will receive a pro-rata rebate of fees paid to AIFS for the proportion of the program not completed, less the $50 non-refundable application fee, the $100 processing fee, the $125 insurance premium and any costs incurred flying the student home.

VI. LIABILITY INSURANCE COVERAGE

That it will maintain liability insurance coverage during the term of this Agreement with the following minimum coverage:

- Underlying limit of liability (combined for both bodily injury and property) $1,000,000
- Excess Liability Coverage $50,000,000
- Total Liability Coverage $51,000,000

VII. VARIOUS

A. INDEMNIFICATION

AIFS hereby agrees to indemnify and hold THE DISTRICT harmless for any and all liability, obligation or expense incurred by THE DISTRICT and arising from any wrongful or negligent acts or omissions of AIFS, its employees or agents in connection with the performance of this Agreement. THE DISTRICT hereby agrees to indemnify and hold AIFS harmless for any and all liability, obligation or expense incurred by AIFS arising from any wrongful or negligent acts or omissions of THE DISTRICT, its employees or agents in connection with the performance of this Agreement.
B. ASSIGNMENT

Neither THE DISTRICT nor AIFS may assign this Agreement without the prior written consent of the other.

C. NOTICE

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

Carola Smith  
Director, Study Abroad  
Santa Barbara City College  
721 Cliff Drive  
Santa Barbara, CA  93109

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

Paul Watson  
Senior Vice President  
AIFS  
River Plaza  
9 West Broad Street  
Stamford, CT 06902-3788

D. CONSTRUCTION AND SCOPE

This Agreement shall be interpreted under the laws of the State of California, United States, and shall inure to the benefit of the parties hereto, their successors and assigns. Time shall be of the essence in each term and provision of this Agreement and no term or provision may be modified orally or in any other manner than by writing signed by all the parties hereto or their respective successors in interest.

E. NOT CONSENT TO SUE

The provisions, terms and condition of this Agreement shall not be construed as a consent of the State of California to be sued because of such Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

By:

As its:

Date:

Attest:

AMERICAN INSTITUTE FOR FOREIGN STUDY, INC.

By:

As its: Senior Vice President

Date:

Attest:
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Approval and Award of Contract for Summer Projects

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

DATE April 25, 2013
ATTACHMENT(S) Pages 5

BACKGROUND:

The following District funded facilities improvement projects have been previously reviewed with the Board of Trustees and are scheduled for completion this summer. All five projects were publicly bid over the last six weeks. This process generally includes preparation of bid documents, public advertising, conducting a job walk, sealed bid submission by published deadline, public reading of bids and identification of the lowest responsive bid. As indicated on Bid Tabulation forms for each project the lowest responsive bid for each project is as follows:

<table>
<thead>
<tr>
<th>Bid #</th>
<th>Project</th>
<th>Estimated Amount</th>
<th>Bid Amount</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>682</td>
<td>Pershing Park Storage Building</td>
<td>$68,400.00</td>
<td>$61,000.00</td>
<td>EJS Construction</td>
</tr>
<tr>
<td>683</td>
<td>Resurface Parking Lot 1B at Main Entry</td>
<td>$191,421.00</td>
<td>$85,380.35</td>
<td>Berry General Engineering</td>
</tr>
<tr>
<td>684</td>
<td>ESL Quad Site Improvements</td>
<td>$92,366.00</td>
<td>$84,903.00</td>
<td>Tomar Construction, Inc.</td>
</tr>
<tr>
<td>685</td>
<td>East and West Campus Snack Shop Modernization</td>
<td>N/A</td>
<td>$426,000.00</td>
<td>Newton Construction</td>
</tr>
<tr>
<td>686</td>
<td>BC Building – Chiller Replacement</td>
<td>$441,000.00</td>
<td>$712,000.00</td>
<td>Newton Construction</td>
</tr>
</tbody>
</table>

RECOMMENDATION:

It is recommended the Board accept bids and award a contract for construction to the contractor with the lowest responsive bid for each of the projects listed above.

Administrator Initiating Item: Julie Hendricks, Director - Facilities and Campus Development

Approved by: Joseph E. Sullivan, Vice President, Business Services
# BID TABULATION

## BID #682

**Project:** PERSHING PARK STORAGE BUILDING

**Date:** Tuesday, April 2, 2013

**Time:** 3:00 p.m.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Additive</th>
<th>Addendum</th>
<th>Bid Bond</th>
<th>Sub Contractor List</th>
<th>Contractor Licensing Statement</th>
<th>MBE/WBE</th>
<th>Experience Statement</th>
<th>Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>EJS Construction</td>
<td>$61,000</td>
<td>N/A</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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</tr>
<tr>
<td>GRD Construction</td>
<td>$68,186</td>
<td>N/A</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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</tr>
<tr>
<td>Tomar Construction</td>
<td>$69,600</td>
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<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<td>X</td>
</tr>
<tr>
<td>Kinyon Construction</td>
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<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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</tr>
<tr>
<td>Pueblo Construction</td>
<td>$86,069.13</td>
<td>N/A</td>
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<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Newton Construction</td>
<td>$89,400</td>
<td>N/A</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

**Bid Opened by:** Kara Pizano  
**Bid Opening Attended by:** Jay Sullivan, Terry Root, Pedro Cuevas, Andy Unger, John Fkiaras  
**Copies Sent to:** Jay Sullivan, Alex Thierjung, Purchasing
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

BID TABULATION

BID #683

Project: RESURFACE PARKING LOT 1B AT MAIN ENTRY

Date: Thursday, April 4, 2013
Time: 3:00 p.m.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Addendum</th>
<th>Bid Bond</th>
<th>Sub Contractor List</th>
<th>Contractor Licensing Statement</th>
<th>MBE/ WBE</th>
<th>Experience Statement</th>
<th>Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Berry General Engineering</td>
<td>$85,380.35</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Granite Construction Co</td>
<td>$123,427.00</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Lash Construction Inc</td>
<td>$138,788.00</td>
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<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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</tr>
<tr>
<td>Hughes General Engineering</td>
<td>$205,749.00</td>
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<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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</tr>
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</table>

Bid Opened by: Kara Pizano
Bid Opening Attended by: Julie Hendricks, Steve Scholle, Toni McQueen
Copies Sent to: Purchasing, J. Hendricks, A. Thierjung
### SANTA BARBARA COMMUNITY COLLEGE DISTRICT

#### BID TABULATION

**BID #684**

**Project:** ESL QUAD SITE IMPROVEMENTS

**Date:** Thursday, April 4, 2013

**Time:** 4:00 p.m.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Addendum</th>
<th>Bid Bond</th>
<th>Sub Contractor List</th>
<th>Contractor Licensing Statement</th>
<th>MBE/WBE</th>
<th>Experience Statement</th>
<th>Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tomar Construction Inc</td>
<td>$84,903.00</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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</tr>
<tr>
<td>Shaw Contracting Inc</td>
<td>$118,750.00</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Coastal Construction</td>
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<td>X</td>
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<td>Hughes General Engineering Inc</td>
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<tr>
<td>Mendez Concrete, Inc</td>
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<tr>
<td>Frank Schipper Construction Co</td>
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<td>X</td>
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</tr>
</tbody>
</table>

**Bid Opened by:** Kara Pizano

**Bid Opening Attended by:** Julie Hendricks, Carlos Mendez, Steve Scholle, Jim Mincy, Flavio Lupercio, Janel Shaw

**Copies Sent to:** J. Hendricks, Purchasing, A. Thierjung
**SANTA BARBARA COMMUNITY COLLEGE DISTRICT**

**BID TABULATION**

**BID #685**

**Project:** EAST AND WEST CAMPUS SNACK SHOP MODERNIZATION

**Date:** Tuesday, April 9, 2013  
**Time:** 3:00 p.m.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Addendum Ack. (3)</th>
<th>Bid Bond</th>
<th>Sub Contractor List</th>
<th>Contractor Licensing Statement</th>
<th>MBE/WBE</th>
<th>Experience Statement</th>
<th>Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Newton Construction</td>
<td>$426,000</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>EJS Construction Inc</td>
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<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<td>GRD Construction</td>
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<td>SBS Corporation</td>
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**Bid Opened by:** Kara Pizano  
**Bid Opening Attended by:** J. Sullivan, M. Fkiaras, F. Lupercio, T. Root, S. Bauer, S. McCleister  
**Copies Sent to:** Jay Sullivan, Purchasing, E. Schalla, A. Thierjung
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

BID TABULATION

BID #686

Project: BUSINESS COMMUNICATIONS BLDG CHILLER REPLACEMENT

Date: Friday, April 12, 2013  Time: 1:00 p.m.

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Bid Opened by: Kara Pizano
Bid Opening Attended by: C. Miller
Copies Sent to: J. Hendricks, Purchasing, E. Schalla, A. Thierjung
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Professional Services Agreement for Preparation of an Environmental Impact Report for the West Campus Classroom and Office Building

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

ITEM NUMBER 6.1-g

DATE April 25, 2013
ATTACHMENT(S) 14 pages

BACKGROUND:

In order to be in compliance with the California Environmental Quality Act (CEQA) and obtain California Coastal Commission (CCC) approval the College will need to prepare an Environmental Impact Report (EIR) for the West Campus Classroom and Office Building project. The purpose of an EIR is to disclose to the public any significant environmental effects of a proposed project. The EIR for the project will address the College’s intent towards no-impact development since the project will not create any new square footage at the Main campus but will replace existing square footage comprised by the East campus modular buildings that are scheduled for removal. Proposed modular buildings to be removed do not have Division of the State Architect or CCC approval.

RECOMMENDATION:

It is recommended the Board of Trustees approve the Professional Services Agreement for Preparation of an Environmental Impact Report with Dudek for an amount of $71,180 for the West Campus Classroom & Office Building.

Administrator Initiating Item: Julie Hendricks, Director - Facilities and Campus Development

Approved by: Joseph E. Sullivan, Vice President, Business Services
April 15, 2013

Ms. Julie Hendricks  
Director of Facilities and Campus Development  
Santa Barbara City College  
721 Cliff Drive  
Santa Barbara, CA 93109

Subject: Proposal to Environmental Impact Report  
   Santa Barbara City College West Campus Classroom Building  
   Santa Barbara, CA  
   Proposal No. 213126

Dear Ms. Hendricks:

Dudek is pleased to provide a detailed time and materials, not to exceed proposal to prepare an Environmental Impact Report (EIR) for the West Campus Classroom Building Project on the Santa Barbara City College campus. The EIR will address the following as required under the California Environmental Quality Act Guidelines:

1. Project Description

2. Resource Assessment: Existing Conditions, Impacts, and Mitigations

3. Mitigation Monitoring Program

4. Alternatives

The specific approach to the evaluation of each environmental resource is provided below.

1.0 Project Description

Dudek will collaborate with your office and staff to develop the project description for analysis in the EIR. We understand that the objective of the project will be to consolidate existing programs that are currently housed in
temporary facilities throughout the College campus. This will be explained through a series of tables and figures. The College will provide Dudek with a list of these existing facilities, faculty, staff, and students occupying the structures, and when they were constructed.

Estimates of proposed structural construction will be prepared by Penfield & Smith Engineers, based on input received from the College’s construction management staff.

2.0 Resource Assessment

The EIR will address in detail all environmental resources for the project to result in a potentially significant impact. The basis for this conclusion is the School of Media Arts CEQA Document, Addendum to the LRDP Amendments EIR. The issues are listed below:

- Aesthetics/Visual Resources
- Air Quality
- Geologic Processes
- Noise
- Public Services
- Transportation and Parking
- Utilities
- Water Quality
- Plans and Policies

The scope for each of these analyses is discussed below

2.1 Aesthetics/Visual Resources

The EIR will provide the following:

- Describe the proposed project site in relation to public view corridors as experienced from outside the campus.
- Describe the existing visual resources surrounding the project site, including the Drama/Music Building.
• Using photo-simulations prepared by the project applicant, compare the existing views from public view corridors outside of campus to those anticipated with project buildout.

• Characterize the compatibility of the proposed structure and associated landscaping with surrounding Campus uses, including the Drama/Music Building.

• Analyze the proposed project's potential to result in:
  o The obstruction of any scenic vista or view open to the public or the creation of an aesthetically offensive site open to public view;
  o Change to the visual character of an area;
  o Glare or night lighting which may affect adjoining areas; or
  o Visually incompatible structures.

2.2 Air Quality

• Briefly summarize the existing environmental setting of Santa Barbara County in terms of climate and current air quality, including regional ambient concentrations of ozone and particulate matter.

• Provide a brief scientific background, including a discussion of the greenhouse effect and greenhouse gases (GHGs); current GHG sources and emissions in California; and potential environmental effects of GHGs.

• Include in the regulatory setting a brief foundation of key federal and state GHG regulatory efforts as well as the current, applicable regulatory setting.

• Quantify project-generated short-term construction emissions based on construction schedule and phasing, equipment mix, and other construction related data provided by the client. Determine the project's potential to exceed the 25 pound per day emissions thresholds for reactive organic compounds (ROC) and nitrogen oxides (NOx) as established by the SBCAPCD utilizing the URBEMIS2007 9.2.4 software program or the South Coast Air Quality Management District's California Emission Estimator Model (CalEEMod) Version 2011.1.1. Methodologies applied when quantifying project-generated emissions and model assumptions will be summarized; detailed model inputs and results will be provided in an appendix to the analysis.

• Determine if the proposed project would considerably contribute to the Santa Barbara County non-attainment status of particulate matter 10
microns in diameter or smaller (PM$_{10}$) pursuant to State 24-hour and annual standards and ozone (O$_3$) pursuant to State 8-hour standards.

- Address the potential for the project to expose sensitive land uses to construction-related air quality emissions or substantial pollutant concentrations.
- Discuss proposed project consistency with the Santa Barbara County 2007 Clean Air Plan (CAP) or the 2010 CAP if approved before initiation of the CEQA analysis, explaining that standards contained in the SBCAPCD Scope and Content of Air Quality Sections in Environmental Documents (2010) would apply to implementation of the proposed project, including applicable air quality rules, regulations, and restrictions.

- Propose Mitigation Measures as necessary, such as the following:

  - Standard short-term construction measures as recommend in the Santa Barbara County AQMP to minimize dust generation and equipment emissions.
  - Include all feasible mitigation measures for any significant impacts on regional and/or local air quality.

2.3 Geologic Processes

- Identify all areas of unstable earth conditions such as landslides, earthquakes, liquefaction, soil creep, mudslides, ground failure (including expansive, compressible, collapsible soils), or similar hazards.
- Evaluate exposure to or production of unstable earth conditions such as landslides, earthquakes, liquefaction, soil creep, mudslides, ground failure (including expansive, compressible, collapsible soils), or similar hazards;
- Disruption, displacement, compaction or overcovering of the soil by cuts, fills or extensive grading;
- Exposure to or production of permanent changes in topography, such as bluff retreat or sea level rise;
- increase in wind or water erosion of soils;

2.4 Noise

Dudek will characterize the existing conditions of the following:
Estimate the 24-hour Community Noise Equivalent Level (CNEL) ambient noise contours associated with Jalama Road and other major ranch roads.

Estimate the 24-hour Community Noise Equivalent Level (CNEL) ambient noise contours in the vicinity of Vandenberg Air Force Base flight zones.

Dudek will analyze the proposed project’s potential to create:

- Short-term noise intensity and duration associated with construction equipment and labor transportation.
- Noise increases associated with increased traffic on the West Campus access road.

2.5 Public Services

- Identify existing demand on:
  - electricity;
  - natural gas; and
  - stormwater systems.
- Determine if the proposed project would:
  - Require new or altered sewer system facilities (private wastewater treatment facilities and lines, lift-stations, etc.).
  - Require the construction of new storm water drainage or water quality control facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.
  - Substantially increase demand on electricity and natural gas resources.

2.6 Transportation/Traffic

Penfield & Smith Engineers, under subcontract to Dudek (their proposal is attached), will characterize the existing conditions of the following:

- Average daily trips and level of service on adjacent public roadways and intersections, using existing City of Santa Barbara and Santa Barbara County Association of Governments (SBCAG) data.
- Non-vehicular (i.e., bicycles, joggers) use and intensity of the adjacent West Campus access road in the vicinity of the project site.
- Collect 24-hour traffic counts at East and West Campus entrances.
- Collect peak hour turning movement counts and vehicle delay data at the Cliff Drive/West Campus driveway intersection.
- Conduct parking survey of SBCC lots and the City’s Pershing Park and Ledbetter lots. The parking survey will include a parking space inventory and will be conducted for a four hour period around the peak parking demand period historically recorded.
- Review historical traffic and parking data on file at P&S and SBCC.
- Compare new intersection LOS, campus traffic and parking demand data with historical data.

Penfield & Smith Engineers will analyze the proposed project’s potential to:
- Generate substantial additional vehicular movement (daily, peak-hour, etc.) in relation to existing traffic load and capacity of adjacent public roads during construction.
- Increase traffic hazards to motor vehicles, bicyclists or pedestrians during short-term construction.
- Evaluate West Campus access and parking under existing plus project conditions.
- Prepare and submit traffic and parking report.
- Respond to SBCC and City comments on the draft report. Incorporate comments into a final report.

2.7 Utilities

Dudek will characterize the existing conditions of the following:

- Extent, capacity, and current demands on stormwater drainage facilities.
- Extent, capacity, and current demands on potable water facilities.
- Extent, capacity, and current demands on solid waste facilities.

Dudek will analyze the proposed project’s potential to:
- Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.
- Exceed available water supplies to serve the project from existing entitlements and resources, requiring new or expanded entitlements.
- Exceed the capacity, and current capacity of local solid waste facilities.
2.8 Water Quality

Dudek will characterize the existing conditions of the following:

- Existing drainage patterns and water quality best management practices.

Dudek will analyze the proposed project’s potential to:

- Changes in drainage patterns and the qualitative amount of surface water runoff;
- Introduction of storm water pollutants (e.g., oil, grease, pesticides, nutrients, sediments, pathogens, etc.) into groundwater or surface water.
- Describe incorporation of standard measures including a Storm Water Pollution Prevention Plan (SWPPP) as required by Central Coast Regional Water Quality Control Board regulations.

2.9 Less Than Significant Impacts

Dudek will briefly explain why the proposed project would either have less than significant or no impact on all other resources identified in the CEQA Appendix G Environmental Checklist.

3.0 Land Use and Policy Consistency

Dudek will analyze the proposed project’s potential to:

- Introduce structures or land uses incompatible with existing land use designations.
- Conflict with applicable City of Santa Barbara land use plans, policies, or regulations adopted for the purpose of avoiding or mitigating an environmental effect.

4.0 Mitigation Monitoring and Reporting Plan

In conjunction with preparation of the Administrative Final EIR, Dudek will prepare a Draft Mitigation Monitoring and Reporting Plan. Based on comments received from the College on the Draft Monitoring Plan submitted with the Administrative Final EIR, Dudek will produce the Final Monitoring Plan.
5.0 Alternatives

A reasonable range of alternatives to address any potentially significant impacts resulting from the proposed project will be addressed.

6.0 Meetings

The Dudek project manager will attend the following six meetings:

- Four Working Meetings with College Staff
- One Meeting with City of Santa Barbara Planning Department Staff
- One meeting to present the FEIR to the College Board of Trustees

The Penfield & Smith Principal Transportation Engineer will attend up to two meetings.

7.0 Schedule and Administrative Process

The proposed schedule for the Draft EIR documents is illustrated below in Exhibit 1. The estimated time for completion of the environmental review process is approximately 6 months from the anticipated start date of May 2013. The schedule is considered preliminary until the College has reviewed and approved the schedule. Based on the proposed schedule, the Draft EIR would be issued in July, 2013, and the Final EIR would be issued in November, 2013. The preparation of the draft and final documents involves a series of tasks, which are summarized in Exhibit 1, below.

8.0 Cost Summary

The time and materials, not to exceed cost to prepare the West Campus Classrooms Building is $71,180, as presented in Exhibit 2. All work will be undertaken consistent with Dudek Year 2012-2013 Standard Labor Rates, attached. Dudek’s proposal shall be valid for a period of ninety (90) days from April 12, 2013. Thereafter, minor adjustments in price and/or staffing may be required. This project will be performed on a time-and-materials basis at the negotiated not-to-exceed cost, based upon our proposed approach and our knowledge of the project at this time.
Exhibit 1
EIR Schedule of Deliverables

Draft EIR Process (approximately 8 weeks)

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Final EIR Process (approx. 16 weeks)

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Should you have any contractual or technical questions regarding the proposal, please call me at (805) 963-0651, ext. 3525. We look forward to the opportunity to work with you on this project.

Sincerely yours,

David Stone
Environmental Planning Manager

Enclosures: Penfield & Smith Engineers Proposal
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April 15, 2013

David Stone
Dudek & Associates
621 Chapala Street
Santa Barbara, CA 93101

Subject: SBCC Traffic and Parking Analysis

Dear Mr. Stone,

Penfield & Smith (P&S) is pleased to submit this proposal to prepare a traffic and parking analysis for the SBBC Campus. It is our understanding that the analysis will be used to determine existing traffic and parking conditions for comparison to historical count data. It is our understanding the analysis will be used in support of development of a 34,000 square feet academic building project on the SBCC West Campus. SBBC will be preparing a project description that demonstrates that the project includes removal of temporary structures and no increases in student enrollment. P&S will collect / compile additional traffic and parking data for comparison to historical data to bolster SBBC's case that the TDM programs have been effective and the addition of the proposed building will not result in traffic and parking impacts.

Scope of Work

1. Obtain existing level of service (LOS) data from the City and SBCAG for critical intersections in the vicinity of the campus.

2. Collect 24-hour traffic counts at East and West Campus entrances. Collect peak hour turning movement counts and vehicle delay data at the Cliff Drive/West Campus driveway intersection.

3. Conduct parking survey of SBCC lots and the City's Pershing Park and Ledbetter lots. The parking survey will include a parking space inventory and will be conducted for a four hour period around the peak parking demand period historically recorded.
4. Review historical traffic and parking data on file at P&S and SBCC and compare new intersection LOS, campus traffic and parking demand data with historical data.

5. Evaluate West Campus access and parking under existing plus project conditions

6. Quantify and discuss temporary construction impacts and applicable mitigations.

7. Prepare and submit traffic and parking report summarizing our analysis.

8. Respond to SBCC and City comments on the draft report. Incorporate comments into a final report.

9. Penfield & Smith is available to attend additional project meetings on a time and materials basis.

Services not included

The following services and all other services not specifically listed herein are excluded:

1. Roadway and intersection counts.

2. Governmental and public agency fees, cost of bonds and taxes.

3. Services by consultants other than P&S.

4. Services beyond preparation of final traffic and parking analysis.

Proposed Fee and Method of Payment

Based on our understanding of your requirements and our experience with similar projects, the fee required for our services will be $10,600.00, including reimbursable expenses.

Additional Services

Services performed outside the scope of this agreement require written approval prior to performance of the work. Design changes by Owner/Client or designee after the start of design shall be considered additional services. Any work requested by Owner/Client that is outside the scope of this agreement will be identified by Penfield & Smith as such, and a fixed fee or not-to-exceed amount will be agreed upon prior to the start of the additional work. Compensation for additional services shall be in accordance with Exhibit "A", Penfield & Smith's Billing Rate Schedule currently in effect.
Time of Performance

Based on our current workload, we estimate that the draft report can be completed in approximately 3 weeks following notice to proceed.

Should you require additional information or wish to discuss this proposal further, please give me a call. My direct line is (805) 963-9538, extension 164.

Thank you for considering Penfield & Smith for this project.

Very truly yours,

PENFIELD & SMITH

Dennis Lammers, P.T.P
Senior Transportation Planner

Derek Rapp, T.E.
Principal Traffic Engineer
Project Manager / QA/QC
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<td>Clerical Administration I</td>
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Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rate.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within thirty (30) days from the date of the invoice. Client agrees to pay a monthly late charge equal to one percent (1%) per month of the outstanding balance until paid in full.

Effective January 1, 2013
AGENDA ITEM BACKGROUND

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<th>TO: BOARD OF TRUSTEES</th>
<th>DATE</th>
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<tbody>
<tr>
<td>FROM: PRESIDENT</td>
<td>April 25, 2013</td>
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<tr>
<td>SUBJECT: Letter of Agreement For As-Needed Services With URS Corporation</td>
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<td>REASON FOR BOARD CONSIDERATION</td>
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<tr>
<td>□ ACTION □ CONSENT □ FIRST READING</td>
<td>6.1-h</td>
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<td>□ INFORMATION □ REPORTS</td>
<td>ATTACHMENT(S)</td>
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BACKGROUND:

Previously the College was in an agreement with URS Corporation to provide bond program management services and these services ended on April 9, 2012. In March 2012, the Board of Trustees approved a prior Letter of Agreement to assist college staff in transitioning the management of projects from URS to college staff, including associated technical support needed for proper recording of project documentation. One of the main projects managed by URS Corporation was the Drama Music Modernization project. An additional Letter of Agreement is needed to assure the documentation associated with the closeout of the Drama Music Modernization project is properly recorded in the contract management system managed by URS, and then transitioned to the college’s current system for future use and reference.

RECOMMENDATION:

It is recommended the Board of Trustees approve the Letter of Agreement for As-Needed Services with URS Corporation.

Administrator Initiating Item: Julie Hendricks, Director - Facilities and Campus Development

Approved by: Joseph E. Sullivan, Vice President, Business Services
April 1, 2013

LETTER OF AGREEMENT FOR AS-NEEDED SERVICES

This letter shall serve as a Letter of Agreement between SBCC and URS as to compensation for the As-Needed Services provided by URS during the period of April 10, 2013 and April 9, 2014.

SBCC hereby authorizes URS to provide As-Needed Services on a time and materials basis (not to exceed $10,000.00), utilizing the rates that were in effect for the Program Management Services agreement.

It is mutually agreed that this arrangement shall remain in place until such time as SBCC determines that the services are no longer needed and informs URS accordingly in writing. SBCC further agrees that invoice amounts will be paid within 30 days of the invoice date. The parties further agree that this Letter of Agreement shall be governed by the terms and conditions in effect on April 9, 2013.

Please acknowledge acceptance by signing below.

URS Corporation:

________________________
Keith Kajiya
Vice President, Office Manager
915 Wilshire Blvd., Suite 700
Los Angeles, CA 90017

Date: _________________

Santa Barbara City College:

________________________
Julie Hendrick
Director of Facilities & Campus Development
721 Cliff Drive
Santa Barbara, CA 93109

Date: _________________
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: LED Exterior Lighting Retrofit Project – Change Order 1

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

ITEM NUMBER 6.1-i

DATE
April 25, 2013

ATTACHMENT(S)
3 pages

BACKGROUND:

In March 2012 the Board of Trustees approved an energy services agreement with Compass Energy Solutions for $1,450,984 for an LED retrofit project of the exterior light fixtures at the Main Campus, the Schott Center and the Wake Center. The project includes the retrofit of existing HID and Fluorescent technology fixtures to Light Emitting Diode (LED) lighting technology which is highly energy efficient and lasts up to 70,000 hours or more.

The following proposed additional work is included in Change Order 1:

- LED light fixtures at the Humanities Building - The original contract included retrofit kits only for the lights at the Humanities building. However the Humanities Modernization project (separate contract) included the replacement of same fixtures. Additional cost per Change Order 1 is to credit back the retrofit kits and add the cost of the entire fixture. A credit will be applied to the Humanities Modernization contract resulting in no net effect.
- Additional LED light fixtures and retrofit kits at the Schott Center parking lot, the Business Communications loading dock and the Oak Restoration area on East Campus – Lights at these locations were not included in the original contract but are needed to upgrade and enhance lighting for improved safety.

RECOMMENDATION:

It is recommended the Board approve Change Order No. 1 for the LED Exterior Lighting Retrofit project for $61,799.04.

Administrator Initiating Item: Julie Hendricks, Director - Facilities and Campus Development

Approved by: Joseph E. Sullivan, Vice President, Business Services
CHANGE ORDER NO. 1

Project: Santa Barbara City College
LED Exterior Lighting Retrofit
SBCC Project No. 6733

Date: April 11, 2013

The scope of work will be modified only as herein specifically set forth and in all other respects remains unaltered.

Item #1: Provide and install new exterior LED light fixtures at the Humanities building. Provide credit for LED retrofit kits.

Reason: The contract includes retrofit kits only for the lights at the Humanities building. However the Humanities Modernization project (separate contract) includes the replacement of same fixtures. Additional cost includes credit for the retrofit kits and added cost for the entire fixture.

Back up: Compass Energy Solutions Adder Spreadsheet dated 1/15/13 (1 page)

Change in Contract Sum for this item: Increased $ 32,324.53

Item #2: Provide and install additional LED light fixtures and retrofit kits at the Schott Center parking lot, the Business Communications loading dock and the Oak Restoration area on East Campus.

Reason: LED light fixtures and retrofit kits at these locations were not included in the original contract but are needed to upgrade and enhance lighting for improved safety.

Back up: Compass Energy Solutions Adder Spreadsheet dated 1/15/13 (1 page)

Change in Contract Sum for this item: Increased $ 29,474.50
Original Contract Sum: $1,450,984.00
Contract Sum prior to this Change Order: $1,450,984.00
Contract Sum is increased by this Change Order by: $61,799.04
New Contract Amount: $1,512,783.04

Contractor and Owner acknowledge that the change in Contract Sum and Contract Time set forth above constitute the complete compensation and time extension for this change in the work including, but not limited to, Contractor's field and office overhead, profit and supervision and Owner's project expenses, inspection and administration costs.

Accepted by: COMPASS ENERGY SOLUTIONS
Authorized by: SANTA BARBARA CITY COLLEGE
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<td><strong>Cost new fixtures</strong></td>
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<tr>
<td>SUBJECT: Authorization to procure items utilizing the California Multiple Award Schedule Contract</td>
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<tr>
<td>REASON FOR BOARD CONSIDERATION</td>
<td>ATTACHMENT(S)</td>
</tr>
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BACKGROUND:

It is requested the Board approve the authorization to procure items utilizing the California Multiple Award Schedule Contract, Bid number 0514-12 for San Jose/Evergreen Community College District (SJCC) Multi-Disciplinary Arts, for the purchase of furniture and equipment from EC West. 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.

RECOMMENDATION:

It is recommended the Board of Trustees approve the authorization to procure items utilizing the California Multiple Award Schedule Contract.

Administrator Initiating Item: Robert Morales, Director, Administrative Services / Emergency Response
Approved by: Joseph E. Sullivan, Vice President Business Services
SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

BID #0514-12 Furniture & Equipment for SJCC Multi Disciplinary Arts

Opening Time & Date
3:00 P.M. May 14, 2012

Opening Location
District Purchasing Department
San Jose/Evergreen Community College District
4750 San Felipe Road
San Jose, CA 95135

Contact
Carlos Marques, Purchasing Agent
(408) 270-6431
Email: carlos.marques@sjeccd.edu

It is the policy of the San Jose/Evergreen Community College District that no person or firm shall be excluded from participation in, denied the benefits of, or otherwise be discriminated against in the award and performance of any District contract on the grounds of race, creed, color, national origin, age, sex, or sexual orientation; and that barriers to effective participation traditionally encountered by minorities and females be minimized.
SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

TABLE OF CONTENTS

This bid proposal packet includes the following documents:

- Cover                                             Page i
- Table of Contents                                  Page ii
- Notice to Bidders                                  Page 4
- Bid Conditions                                     Page 9
- Insurance Indemnity Requirements                  Page 12
- Bidder's References Form                          Page 13
- Certificate of Non-Discrimination By Suppliers Form Page 14
- Bidder Business Structure Form                     Page 15
- W9 Form                                            Page 16
- Business Enterprise Certification Form             Page 17
- Statement of Non-Collusion Form                    Page 18
- Bid Form                                           Page 19
- Bid Specifications                                Page 20
- Bid Form Specifications Spreadsheet               Attachment

In order to preserve uniformity and to facilitate the award of the bid proposal, no bid proposals will be considered unless made upon forms furnished by the San Jose/Evergreen Community College District. Removal of any part may invalidate the bid.
SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

NOTICE TO BIDDERS

The San Jose/Evergreen Community College District, 4750 San Felipe Road,
San Jose, CA 95135 hereby invites sealed proposals for the following:

BID #0514-12 Furniture & Equipment for SJCC Multi Disciplinary Arts

Bid packets must be obtained from District Purchasing. To obtain a bid package call District Purchasing at (408) 270-6431 during the business hours of 9:00 to 5:00 p.m., Monday through Friday or send an e-mail to carlos.marques@sjccd.edu or visit our website at www.sjccd.edu. Completed proposals shall be made on forms and be in accordance with bid conditions and specifications prepared by the District. The District will receive sealed proposals with the bid number and name referenced on the outside at the District Purchasing Office, 4750 San Felipe Road, San Jose, CA 95135 at 3:00 p.m. on May 14, 2012.

Advertise: 04/24/12 and 05/01/12

Board of Trustees
San Jose/Evergreen Community College District
SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

BID CONDITIONS

BID MATERIALS AND INFORMATION: This bid and all subsequent documents may only be obtained from and questions directed to:

District Purchasing Department
San Jose/Evergreen Community College District
4750 San Felipe Road
San Jose, CA 95135
(408) 270-6431
(408) 239-8807 FAX

All questions must be e-mailed to Carlos Marques at carlos.marques@sjeccd.edu by 5:00 pm on May 3, 2012. Answers will be researched and then e-mailed to all bidders.

San Jose/Evergreen Community College District also referred to as SJ/ECCD.

EXAMINATION OF BID DOCUMENTS AND ACTUAL CONDITIONS: Before submitting a bid, the bidder shall thoroughly familiarize himself with all bid documents referred to in the bid proposal, and any addenda issued before the bid opening. Such addenda shall form part of the bid response. It shall be the bidder’s responsibility to ascertain that his bid includes all addenda issued prior to the bid opening.

The bidder must satisfy himself by personal examination and by such other means as the bidder may prefer as to the actual conditions and requirements under which the bid shall be made. Such examination must be upon the notification and approval of the District Purchasing Department.

If, after inspection and examination by the bidder, there are any existing conditions or requirements of the bid which are not completely understood by the bidder, he shall contact the District Purchasing Department for further information as may be available.

BID FORM: In order to preserve uniformity and to facilitate the award of Purchase Orders, no bids will be considered unless made upon forms furnished by the SJ/ECCD. No telegraphic or telephonic proposal or modifications will be considered. Bid Proposal must include this Bid packet filled out in its entirety, with any addendums attached to the front of this Bid Proposal and any additional documents attached to the back of this Bid Proposal.

All items on the form should be filled out. Numbers should be stated in figures and signatures of all individuals must be in long hand.

The bidder must bid separately on each item listed, unless otherwise requested herein.

All prices and notations must be typed or written in ink. Bids must not be written in pencil. Mistakes may be crossed out and correction inserted in adjacent, but the correction must be initialed in ink by the person signing the proposal. No corrections can be made after the time for opening bids.

Whenever the amount resulting from the multiplication of the unit price bid by the bidder on any item by the total number of units called for in the item does not equal the total price bid, then the unit price shall govern for all purposes.

Statements or communications which serve to qualify the bid may void such bid as to the items qualified.

Each major item that is listed may be shown with attachments and accessories as required. The bid figure for that item as specified should be a total figure including all those attachments or accessories that are shown in the Bid Proposal 0514-12 Furniture Equipment SJCC Multi Disciplinary Arts.Docx    Page 4 of 19
specification. If there are individual costs for attachments or accessories, all costs must be identified in the figures quoted.

ADDENDUMS: Any addendums issued during the time of bidding shall form a part of the bid document issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents.

BID SUBMISSION: Whether bids are sent by mail or delivered in person, the bidder shall be responsible for the delivery of the bid to the District Purchasing Department, San Jose/Evergreen Community College District, 4750 San Felipe Road, San Jose, CA 95135 on or before the advertised date and hour for the opening of the bid. If the mail or personal delivery is delayed beyond the date and hour set for the bid opening, such delayed bids shall not be considered and shall be returned unopened. Bid must reference the Bid Proposal number and name on the outside of the sealed bid package.

No late bids will be accepted.

Attach the Email Request before the Bid Proposal.

Attach any Addendums after the Email Request but before the Bid Proposal.

Bidders must submit one (1) original (hard copy) of their respective response to this RFP.

Include the complete Bid Proposal packet with all forms signed and dated and in the order that it is given to you.

Indicate your company name on the pages of the Bid Form Spreadsheet that you submit.

Attach the Bid Form Spreadsheet with pricing after the Bid Specifications in the Bid Proposal packet.

Attach any Vendor Quotes after the Bid Form Spreadsheet.

Attach any Substitution Specification sheets and Catalogs after the Vendor Quotes.

In the event that a bidder requires more time to submit the bid, then the bidder must submit in writing (email) a request for an extension and stating the reason or reasons for such request. The request must be submitted no less than forty-eight (48) hours prior to the bid opening date.

TAXES: In completing the bid form, exclude sales tax from both unit and extended prices.

DISCOUNTS: Where additional discounts apply against bid figures, identify exact figures and/or percentage (%) of discount.

Cash discounts for payment of invoices must allow no less than ten (10) days for payment after receipt and acceptance of materials, after compliance by the Contractor with all of the terms of the contract/order and a correct invoice, whichever is later.

TRANSPORTATION CHARGES: Prices quoted are to include all transportation charges to points within SJ/ECCD as identified in this bid proposal. Therefore, all transportation charges from bidder and/or manufacturer's site to SJ/ECCD shall be paid by the bidder (F.O.B. destination, freight prepaid and allowed).

CONTAINER COSTS: All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed to insure safe transportation to point of delivery.

ACCEPTANCE, CHANGES, REJECTION OR WITHDRAWAL OF BIDS: The Bid Proposal submitted by the Bidder shall remain open and valid and shall be subject to acceptance by SJ/ECCD for ninety (90) days after the bid opening date.

Bid Proposal 0514-12 Furniture Equipment SJCC Multi Disciplinary Arts.Docx
Changes to a bid shall not be allowed after bid opening!

The San Jose/Evergreen Community College District reserves the right to reject any and all bids, to waive any informality and/or irregularity in any bid received, and to be the sole judge of the acceptability of a quoted product.

The bidder may withdraw their bid at any time before the bid opening. In no case may a bid be withdrawn after the bid opening date without express approval from the Governing Board of the San Jose/Evergreen Community College District. Request for withdrawal of a bid must be submitted in writing by the bidder to SJ/ECCD.

BASIS OF AWARD: Award of the bid shall be made to the lowest responsive bidder[s] offering material meeting all specifications, terms and conditions specified herein as determined by the San Jose/Evergreen Community College District. This bid will be awarded in the best interest of the district. The district may chose to award all or part of this RFQ to one or more of the suppliers quoted.

EVIDENCE OF RESPONSIBILITY: Upon the request of SJ/ECCD, a bidder shall submit to SJ/ECCD within five (5) days after request satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work required by the District, the bidder's organization available for the performance of the contract and any other required evidence of the bidder's qualification to perform the proposed contract. The district may consider such evidence before making it's decision awarding the bid. Failure to submit evidence of a bidder's responsibility to perform may result in rejection of the bid.

DELIVERY: Delivery of articles bid must be completed on or before the delivery date/time specified by the bidder. Since time is of the essence and since any order placed was with reliance upon the bidder's delivery promise, such delivery must be completed as specified in the bid.

Failure of the bidder to deliver as specified in the bid, for any other reasons than those listed above, shall result in (at the option of the San Jose/Evergreen Community College District):

1. The rescinding of the Purchase Order, or

2. The deduction from the purchase price of 1% per week (7 calendar days) per unit not delivered on the date specified. Said deduction to be stipulated by and between the parties as liquidated damages and not as penalty for the failure to deliver. This deduction to be made from the invoice at the time of payment.

FORCE MAJEURE CLAUSE: The Contractor and SJ/ECCD shall be excused from performance hereunder during the time and to the extent that they are prevented from performance by acts of God, acts of Government, labor disturbances, fire, lack or shortage of transportation facilities by the Government or other causes which are beyond the control of and not due to the fault or neglect of the Contractor or SJ/ECCD; or when SJ/ECCD is prevented from performing by operation of law or a court order.

In these instances, the Contractor shall within five (5) days of such occurrence submit written evidence for the cause of the delay including a request for an extension of time equal to the delay. If the District finds that a cause for delay does exist, it may at its' option grant an extension of time equal to the delay.

PAYMENT: One hundred percent (100%) payment will be processed through SJ/ECCD's normal accounts payment process after receipt and acceptance of the materials and after compliance by the Contractor with all of the terms of the contract/order.

BRANDS: Where a particular brand and model number is mentioned in connection with any item, it is mentioned as a standard of quality and utility only. A bidder may submit a bid on an article other than that named, but such article must be the equal in quality and utility of the article named, and the bidder must state in his proposal the brand with its number which he will furnish for each item on which a bid is submitted.
bidder shall furnish complete specification documentation with the bid proposal on any item proposed to be equal in quality and utility to the article named. Bidders shall, in writing, specifically note any item or items that do not meet the specifications as set forth. Bidders are not restrained from quoting several brands or models on the same item.

If the bidder fails to write in the brand and number of the article to be furnished, it is understood that the bidder will furnish the brands and numbers as listed in the bid proposal.

SJ/ECCD shall be the sole judge of the acceptability of any equipment having specifications which vary from those listed herein.

COMPATIBILITY/INTERFACE: When reference has been made that equipment requested must be compatible and/or interface with existing SJ/ECCD owned equipment, bidder is to advise if additional items, other than specified, will be needed to meet this requirement and shall list in the bid proposal items along with costs including labor charges to install interface materials.

SAMPLES: If the bidder is bidding on a brand mentioned as a standard of quality and utility, a sample need not be submitted unless otherwise specified. If the bidder is bidding on a brand other than the one specified, SJ/ECCD reserves the right to request a sample be submitted within five (5) days after opening of bid. Bidders are to clearly mark and identify their samples with brand, number and bidder’s name. This information is to be securely attached to the sample.

The sample submitted shall be the exact article the bidder proposes to furnish!

Samples shall be submitted free of expense to the District prior to the bid opening time, and if not destroyed in testing will be picked up by bidder.

All samples are subject to reasonable tests to determine durability, equality, meeting of specification, quality of workmanship, etc. Any bidder not wishing, his sample to be marked, chipped, worn, cut, broken or otherwise defaced must so state clearly on the sample.

Any sample left with the District without instructions for a period of 100 days shall be considered abandoned and shall become the property of the District.

DEMONSTRATION PRIOR TO ORDER: SJ/ECCD reserves the right to request that equipment bid items be available for demonstration to SJ/ECCD personnel within five (5) days after the opening of the bid. The demonstration machines must be located in the Bay Area within a 50 mile (maximum) distance from the College. Such demonstration shall be waived by the College District if the District personnel are sufficiently familiar with the equipment bid that a demonstration would not be necessary.

Any items that are bid, and are not available for demonstration, may be rejected by SJ/ECCD as not proven satisfactory for SJ/ECCD use.

FEDERAL AND/OR STATE SAFETY REGULATIONS: The articles covered by this bid and any purchase order for furnishing any articles listed in the bid proposal must conform with the safety orders of the State of California, Division of Industrial Safety or the regulations of the Federal Occupational Safety and Health Administration as set forth in the Federal Register, whichever is the more restrictive.

NEW EQUIPMENT: All equipment furnished to the SJ/ECCD must be of new manufacturer - no used/rebuilt or obsolete equipment is to be considered unless specifically stated in the Specifications herein.

CURRENT MANUFACTURER: All equipment furnished to SJ/ECCD must be currently manufactured with a parts availability period 5 to 7 years from date of purchase by SJ/ECCD. The bidder warrants that any and all equipment he bids is of current manufacturer.
WARRANTY: All material and equipment furnished under this specification shall be guaranteed in writing for a period of one (1) year free labor and parts (excluding expendable parts) from the date of the final acceptance against defective material, design and workmanship and all apparatus shall perform in accordance with their individual specifications. If warranty is other than specified, please provide warranty information on Bid Form.

SERVICE: The equipment manufacturer or bidder must have maintenance service capabilities available to service the equipment bid. Such maintenance service is to be on call for SJ/ECCD during and after the warranty period. Bidder is to list location of the service center nearest the College District.

INSTRUCTION AND TRAINING: All equipment furnished must have complete and detailed written operating instruction manuals. In addition, if bidding on brand other than specified, selected SJ/ECCD personnel must receive operating instructions on the equipment bid from qualified personnel of the successful bidder. Such training shall be waived by SJ/ECCD if District personnel are sufficiently familiar with the equipment bid.

SERVICE MANUALS/PARTS LIST: Service manuals and parts list must be furnished with all equipment furnished.

ASSEMBLY: All furniture and equipment bid must be delivered to SJ/ECCD in assembled condition and complete as to parts.

CONTRACTOR'S RESPONSIBILITIES: In the performance of any operations hereunder, contractor shall furnish at its own expense and cost any and all necessary labor bonds, permits, materials, supplies, machinery, equipment, tools, transportation and anything else necessary to perform and complete the work covered by this Agreement, other than items which SJ/ECCD specifically agrees in writing to furnish. Contractor and any of its subcontractors shall assume all risks for any damage to or destruction of contractor’s tools, machinery, equipment or materials of any kind or character resulting from any cause unless otherwise specified. All materials shall be new and of a grade and quality adequate for the required use and Contractor warrants that the quality of the work done and materials used will be to the highest standard now prevailing in the industry for work of such nature in every respect.

PIGGYBACK CLAUSE: Other county offices of education and school districts within California may desire to award a contract in response to this Bid Proposal. If authorized by the bidder herein, the bidder shall provide materials to any of these other county offices of education and school districts at the same prices and upon the same terms and conditions pursuant to Section 20652 of the California Public Contract Code and Section 39642 of the California Education Code (applies to newly manufactured equipment only). For the purposes of this clause, SJ/ECCD requests that the quoted prices be held valid for ninety (90) days after the opening of the bid. SJ/ECCD waives the right to require other county offices of education and school districts to draw their warrants in favor of SJ/ECCD as provided in said code sections.
SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

INSURANCE INDEMNITY REQUIREMENTS

INSURANCE: Contractor shall not commence work nor shall contractor allow any subcontractor to commence work under this contract until all required insurance and certificates have been delivered to and approved by the San Jose/Evergreen Community College District.

To protect SJ/ECCD against liability, loss or expense arising from damage to property or injury to any person arising out of, in connection with or resulting from the work provided for hereunder, Contractor shall, during the progress of the work, carry, at its own expense, insurance with the minimum coverage as follows:

1. Insurance carriers shall be a company admitted to do business in the State of California, should have a BEST rating of A, with a satisfactory financial rating, and satisfactory to SJ/ECCD.

2. Insurance and certificates shall be provided on authorized forms provided by carriers.

3. Certificates and insurance policies shall include the following clause:

   "This policy shall not be cancelled or reduced in required limits of liability or amounts of insurance until a 30 day written notice has been mailed to Owner stating date of cancellation or reduction."

   Note: Contractor shall not cancel or make any material change in any certificates and/or insurance policies without sixty (60) days prior written notice to SJ/ECCD and without written consent from SJ/ECCD.

4. The San Jose/Evergreen Community College District and its' agents, directors, officers, employees, and servants shall be named as additional insured on all insurance and certificates pertaining to this work, through its completion. Contractor shall include with their certificate of insurance a separate endorsement page naming San Jose/Evergreen Community College District as additional insured.

5. Certificate of insurance shall state in particular those insured, extent of insurance, location and operation in which insurance applies, expiration and date of cancellation and reduction notice.

6. Comprehensive General Liability Insurance, including Contractors Contingent coverage, with limits of not less than $1,000,000 per occurrence Bodily Injury or Death and Property Damage (Combined single limits.) An aggregate amount of $2,000,000. Individual categories as applicable.
   a. Premises and Operations Coverage;
   b. Contractual Liability covering liabilities assumed under this contract;
   c. Products and Completed Operations Coverage;
   d. Broad Form Property Damage Liability endorsement;
   e. Personal Injury Liability;
   f. Fire Legal Liability;
   g. Independent Contractors;
   h. Territorial extension to cover all work areas;
   i. Coverage for liability resulting from the consumption of food prepared or served by Contractor or Subcontractor. (If applicable.)

7. Workers' Compensation Insurance and Occupational Disease Insurance as required by law and Employer's Liability Insurance with limits of not less than $1,000,000 for any accident or occupational disease covering location of all work places involved in this Contract. Individual categories as applicable to this Contract.
   a. Protection for liabilities under the Federal Longshoremen's & Harbor Workers' Compensation Act and Outer Continental Shelf Lands Act. (If applicable.)
b. Coverage for liability under the Merchant Marine Act of 1920, commonly known as the Jones Act; the Admiralty Act; and the Death on the High Seas Act with limits of not less than $1,000,000 per accident. (If applicable.)

c. Coverage amended to provide that a claim in REM shall be treated as a claim against the employer.

d. Territorial extension to cover all work areas.

8. Automobile Bodily Injury and Property Damage Insurance, including all owned automobiles, hired automobiles and non-owned automobiles and equipment, with limits of not less than $1,000,000 per occurrence Bodily Injury and Property Damage. An aggregate amount of $2,000,000. (Combined single limits.)

9. Special Hazards Insurance (such as explosion hazard, collapse hazard, underground hazard, etc.): Where specified, special hazards shall be covered by rider or riders to above mentioned insurance coverage or by special policies of insurance.

10. Other Insurance: In the event SJ/ECCD should desire any other type of insurance during term of the contract, such insurance shall be provided by Contractor with such firm or firms as SJ/ECCD may direct and the Contract price shall be adjusted by an amount equal to the cost of such insurance.

11. Professional Liability Insurance: minimum $2,000,000 per claim and $4,000,000 per annual aggregate. Deductible not to exceed $25,000 each claim.

   Contractor's insurance coverage shall be primary insurance as respects SJ/ECCD, its agents, directors, officers, employees or servants. Any insurance maintained by SJ/ECCD shall be excess of Contractor's insurance and shall not contribute with it.

Contractor shall also be solely responsible for subcontractors compliance to insurance requirements specified herein. Should subcontractors insurance coverage be less than the minimum insurance requirements specified herein, SJ/ECCD, at its option may (1) require Contractor to secure such minimum coverage, or (2) purchase insurance necessary to provide such minimum coverage and charge the premiums therefore to the Contractor's account.

Failure to secure the insurance coverage or the failure to comply fully with any of the insurance provisions of this Contract, or the failure to secure such endorsements on the policies as may be necessary to carry out the terms and provisions of this Contract, shall in no way act to relieve Contractor from the obligations of this Contract, any provisions hereof to the contrary notwithstanding. In the event that liability for any loss or damage be denied by the underwriter or underwriters, in all or in part, because of breach of said insurance by Contractor, or for any other reason, or if Contractor fails to maintain any of the insurance herein required, Contractor shall hold harmless, defend and indemnify SJ/ECCD against all claims, demands, costs and expenses, including attorney's fees which would otherwise be covered by said insurance and any other damages resulting from lack of insurance required hereunder.

INDEMNITY: Contractor hereby indemnifies and agrees to hold harmless SJ/ECCD, and any agents, directors, officers, employees, or servants of SJ/ECCD, from and against all claims, demands, liabilities, costs, judgments, obligations, and causes of action of every kind and character (except as hereinafter provided), including without limitation the cost of defense and attorney's fees incurred, arising out of, incident to, or in connection with this Contract or performance of work or services hereunder or breach of the terms hereof, regardless of whether the liability therefore is based upon some alleged act or omission of SJ/ECCD or of Contractor or of some third or other party, and including without limitation by enumeration all taxes, claims, debts fined, penalties, forfeitures, patent infringements, loss of use, death injury and damages to all persons and property together with the amount of judgments, penalties, interest, court costs, legal and other fees and expenses in connection therewith. With respect to liability based upon some alleged act or omission of SJ/ECCD or someone not a party hereto or other party, not an agent or subcontractor of Contractor, this indemnity shall not be limited to the kinds and amounts of insurance Contractor agrees to carry under this Agreement, or such greater amounts as Contractor does in fact
carry. Contractor shall not be held responsible and SJ/ECCD shall indemnify and save harmless Contractor for any losses, expenses, claims, actions, costs, judgments, subrogations, liabilities or damages caused by the sole negligence or willful misconduct of SJ/ECCD.

The aforementioned duty to indemnify and hold harmless shall include the duty to defend as established in Section 27-8 of the California Civil Code.
SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

BIDDER'S REFERENCES

Each bidder must provide the following information for at least three (3) customers to whom the bidder has sold material the same as or similar in specifications and capability to that material specified in this bid proposal. (Responses to reference checks will be considered in the award of the bid proposal.)

1. Customer name, address, telephone number and fax number.

2. Customer contact person name and title.
SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

CERTIFICATE OF NON-DISCRIMINATION BY SUPPLIERS

As suppliers of goods or services to the San Jose/Evergreen Community College District, the firm listed below certifies that it does not discriminate in its employment with regards to race, creed, color or national origin; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principal of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including company employees, outside recruiting services, especially those serving minority communities and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

__________________________________________________________
Signature & Date

__________________________________________________________
Print Name & Title
SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

BIDDER BUSINESS STRUCTURE

Each bid must give the full business address of the bidder and must be signed by the bidder with his or her usual signature.

1. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters.

2. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the President, Secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by SJ/ECCD, satisfactory evidence of the authority of the Officer signing on behalf of the corporation shall be furnished.

3. No bid is valid unless signed by the person authorized to execute bids on behalf of the firm.

A bidder's failure to properly sign required forms may result in rejection of the bid.

Please print or type the following information:

A. Nature of firm (sole proprietorship, partnership, corporation):

B. Corporation organized under the laws of the State of:

C. Names and titles of individual members of the sole proprietorship, partnership, corporation:

Signature & Date________________________________________

Print Name & Title______________________________________
Form  W-9

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name if different from above

Check appropriate box: 

□ Individual
□ Corporation
□ Partnership
□ Other

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Part I: Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, it is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3.

Note: if the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II: Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued), and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am not a U.S. person (including a resident alien) if applying a U.S. resident alien.

Certification Instructions: You must cross out items 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply for mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. (See the instructions on page 4.)

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person

Date

An individual who is a citizen or resident of the United States,

A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

Any estate (other than a foreign estate) or trust. See Regulations sections 301.6151-1 to 301.6151-4 and 51.11k for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

For federal tax purposes, you are considered a person if you are:

Cat No. 12311X

Form W-9 (Rev 11-2004)
SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

BUSINESS ENTERPRISE CERTIFICATION

San Jose/Evergreen Community College District, in compliance with California Code of Regulations Section 59500 et.seq., requests your response to the following questionnaire. Using the following criteria, please determine the classification under which your business qualifies and indicate if your business obtains at least 50% of its materials or services from suppliers or subcontractors meeting those definitions. (For informational use only.)

SBE - SMALL BUSINESS ENTERPRISE
Generally, unless your firm is in an industry with a special size standard, it is considered a small business enterprise if it has (a) fewer than 500 employees and (b) for general construction and services industries, average annual receipts for three preceding fiscal years less than $2 million.

MBE - MINORITY BUSINESS ENTERPRISE
A minority business enterprise is a business concern which is at least 51% owned by one or more minorities (Native American, African American, Asian/Pacific American or Hispanic American). A publicly owned corporation qualified if at 51% of the stock is owned by one or more minorities. Management and daily business operations must be controlled by one or more such individuals with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business.

WBE - WOMEN OWNED BUSINESS ENTERPRISE
A women owned business enterprise is a business concern which is at least 51% owned by women. A publicly owned corporation qualified if at least 51% of the stock is owned by women. Management and daily business operations must be controlled by one or more such individuals with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business.

DVBE - DISABLED VETERANS BUSINESS ENTERPRISE
A Disabled veterans business enterprise is a business concern which is at least 51% owned by disabled veterans. A publicly owned corporation qualified if at least 51% of the stock is owned by disabled veterans. Management and daily business operations must be controlled by one or more such individuals with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business. The office of Small and Minority Business defines “disabled veteran” as a veteran of the military, naval or air service or the United States with a service-connected disability who is a resident of the State of California. To qualify as a veteran with a “service-connected disability”, the person must be currently declared by the United States Department of Veteran Affairs to be 10% or more disability as a result of service in the armed forces.

PLEASE CHECK ONE IN EACH LISTING AS FOLLOWS:

BUSINESS STRUCTURE
__ Sole Proprietorship
__ Partnership
__ Corporation

BUSINESS CATEGORY
__ MBE - Minority Business Enterprise
__ WBE - Women Owned Business Enterprise
__ DVBE - Disabled Veterans Business Enterprise
__ SBE - Small Business Enterprise and None of the Above
__ OTH - None of the Above

OWNED AND MANAGED BY (ININDICATE % IF APPLICABLE):
__ % Caucasian/White American
__ % African American
__ % Hispanic American
__ % Asian/Pacific American
__ % Native American (Native Americans include: American Indians, Eskimos, Aleuts and Native Hawaiians)

SUPPLIERS/SUBCONTRACTORS THAT PROVIDE AT LEAST 50% OF LABOR/MATERIALS ARE (CHECK IF APPLICABLE):
__ MBE - Minority Business Enterprise
__ WBE - Women Owned Business Enterprise
__ DVBE - Disabled Veterans Business Enterprise
__ SBE - Small Business Enterprise and None of the Above

I am authorized to execute this certification on behalf of this business enterprise:

Name of Company ________________________________

Signature & Date ________________________________

Print Name & Title ______________________________

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SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

STATEMENT OF NON-COLLUSION

I, ____________________________________________, ____________________________________________

(name) (title)

of ____________________________________________ hereby certify:

That all statements of fact in this proposal are true.

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly, by agreement, communication, or conference with any, attempted to induce action prejudicial to the interest of the San Jose/Evergreen Community College District, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of proposals, said bidder:

A. Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;

B. Did not directly or indirectly, collude, conspire, connive, or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposal;

C. Did not, in any manner, directly or indirectly, seek by agreement, communication, or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or raise or fix any overhead, profit, or cost element of his proposal price, or of that of anyone else;

D. Did not, directly or indirectly, submit his proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the San Jose/Evergreen Community College District, or to any person or persons who have a partnership or other financial interest with said bidder in his business.

I certify (declare) under penalty of perjury that the foregoing is true and correct.

Signature & Date:______________________________________________

Print Name & Title:____________________________________________
SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

BID FORM

Lead Time: 

Warranty: 

Terms of Invoice: State payment terms if other than Net 30 Days: 

I/We agree to furnish the specified material for the prices listed in this Bid Proposal, and if we are the successful dealer, will hold these prices firm through delivery.

Bid submitted by:

_________________________ ______________________
Signature Date

_________________________
Print Name

_________________________
Company Name

_________________________
Address

_________________________
City & State

_________________________
Zip Code

_________________________ ______________________
Telephone Number FAX Number
SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

BID SPECIFICATIONS

BID #0514-12 Furniture & Equipment for SJCC Multi Disciplinary Arts

Award: This bid will be awarded in the best interest of the district. The district may chose to award all or part of this RFQ to one or more of the suppliers that submitted bids.

Manufacturer: Supplier may bid on an equivalent manufacturer to any specified manufacturer listed on RFQ. If you want to bid on more than one manufacturer, please use a separate bid form. Low bid will be awarded to an equivalent manufacturer only after it is deemed an appropriate cross by Purchasing and the Dean of the department. SJECCD shall be the sole judge of the acceptability of any equivalent manufacturer quoted. When quoting an equivalent manufacturer, specify manufacturer and manufacturer part number, and include a marked catalog with your bid.

You must fill out my bid form. If quoting an equivalent manufacturer, cross out specified manufacturer on the itemized bid form in the quoted part number column and list the equivalent manufacturer.

If you leave the Quoted Part Number blank, it will be assumed that you are quoting the exact manufacturer. If you put in your own part number, then you must indicate whether you are quoting the exact manufacturer or not in the Sub Yes or No column.

Delivery: Installation and Freight must be included in the each price of each item. All furniture & equipment must be installed per assembly plan provided by the Furniture Consultant. All requested installed equipment and furniture must include in the pricing for all packaging material to be removed and hauled away. Furniture must be ready for delivery by Mid-August 2012. Exact dates to be determined after the bid has been awarded.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>10</td>
<td>EA</td>
<td>Office Master Instructor Task Chair with Arms</td>
<td>$157.0500</td>
<td>$1,570.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Fabric: Grade 4C Momentum</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Solo 2 Twilight</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Item #BC45-BR5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Math Rooms: 101, 106, 110, 201, 219, 220, 301, 302, 303, 304</td>
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<td></td>
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<tr>
<td>02</td>
<td>44</td>
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<td>Office Master Task Chair, No Arms</td>
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<td></td>
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<td>Fabric: Grade E+ CF</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Stinson Geodesic Heritage</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Item #BC44</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td>Computer Room: 102</td>
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<tr>
<td>03</td>
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<td>Office Master Instructor Task Chair with Arms &amp; Rubber Casters for Concrete Floors</td>
<td>$168.3000</td>
<td>$168.30</td>
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<td>Fabric: Grade 4C Momentum</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Foray Quarry</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Casters: CAS-RUB</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Item #BC45-BR5</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Art Room: 237</td>
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TERMS AND CONDITIONS CAN BE VIEWED BY GOING TO WWW.SJECCD.EDU

It is the policy of the District that no person or firm shall be excluded from participation in, denied the benefits of, or otherwise be discriminated against in the awards and performance of any District contract on the grounds of race, creed, color, national origin, age, or sex, or sexual orientation and that barriers to effective participation traditionally encountered by minorities and females be minimized.

TOTAL

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<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
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</thead>
<tbody>
<tr>
<td>04</td>
<td>2</td>
<td>EA</td>
<td>Office Master Task Chair with Arms &amp; Rubber Casters for Concrete Floors Fabric: Grade 4C Momentum Foray Quarry Casters: CAS-RUB Item #BC44-BR5 Ceramics Room: 136</td>
<td>$150.3000</td>
<td>$300.60</td>
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<tr>
<td>05</td>
<td>22</td>
<td>EA</td>
<td>Office Master YS72 Mesh Back Task Chair with Arms Fabric: Grade 4C Momentum Internmix Smoke Item #YS72-KR200 Rooms: 109, 202(8) Conference 203, 204, 205, 206, 207, 208, 209, 210, 211, 213, 214, 215, 216</td>
<td>$260.1000</td>
<td>$5,722.20</td>
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<tr>
<td>06</td>
<td>9</td>
<td>EA</td>
<td>Office Master YS72 Mesh Back Task Chair with Arms Fabric: Grade 2 Momentum Safari Rhino Item #YS72-KR200 Rooms: 126, 128, 129, 229, 230, 235, 236, 239, 240</td>
<td>$237.0000</td>
<td>$2,133.00</td>
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<td>-------------</td>
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<tr>
<td>07</td>
<td>1</td>
<td>EA</td>
<td>Office Master YS72 Mesh Back Task Chair with Arms Fabric: Grade 4C Momentum Solo 2 Twilight Item #YS72-KR200 Tutoring Room: 106</td>
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<td>$260.10</td>
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<tr>
<td>08</td>
<td>2</td>
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<td>Office Master YS72 Mesh Back Task Chair with Arms Fabric: Grade E+ Momentum Effloresce Pumpkin Item #YS72-KR200 Rooms: 112, 113</td>
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<td>$578.70</td>
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<td>09</td>
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<td>$520.20</td>
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<tr>
<td>10</td>
<td>1</td>
<td>EA</td>
<td>Office Master Instructor Task Chair with Arms Fabric: Grade E+ CF Stinson Geodesic Heritage Item #BC45-BR5 Computer Room: 102</td>
<td>$184.0500</td>
<td>$184.05</td>
</tr>
</tbody>
</table>

***************

PLEASE EXPEDITE ORDER!!!
**PURCHASE ORDER**

**P.O. NUMBER**
PO021029

**TO THE VENDOR**
1. SEND ORIGIAL INVOICES TO ACCOUNTS PAYABLE AT THE ABOVE ADDRESS.
2. AUTHORIZED CHARGES TO BE PREPAID AND INVOICED BY VENDOR. NO C.O.D.
3. ENCLOSING PACKING LIST OF EACH PACKAGE.
4. PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, AND ON ALL SHIPPING AND INVOICE DOCUMENTS.
5. GOODS WILL BE RECEIVED BETWEEN 12:00 AND 1:00, AFTER 4:30 OR ON SATURDAY, SUNDAY OR HOLIDAYS.
6. MATERIAL SAFETY DATA SHEETS MUST BE INCLUDED WITH ORDER IF APPLICABLE.

**VENDOR**
Electronic Classroom West
PO Box 1526
Pismo Beach CA 93448

San Jose City College
2100 Moorpark Avenue
San Jose CA 95128

**DATE OF ORDER** 07/11/12  **DATE REQUIRED** 06/17/12

**POB**
**SHIP VIA**
**TERMS** Net 30

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Furniture for SJCC Multi Disciplinary Arts Bldg. Rooms: see line detail - Measure G2004</td>
</tr>
</tbody>
</table>

Reference:
Bid #0514-12 Furniture & Equipment for SJCC Multi Disciplinary Arts dated 05/14/12 with Revised Quote #061112-SJEVCCD from Frank Springer dated 07/12/12 & Original Board Approval Item H9 dated 06/12/12 & Revised Board Approval Item H4 dated 07/10/12.

This Purchase Order includes all freight, installation, and assembly, with packaging material to be hauled away for all of the items on this Purchase Order. Delivery & Installation to be coordinated with Andrea Johnson @ (650) 525-3700 AT LEAST 48 HOURS PRIOR TO DELIVERY.

**TOTAL**

**CONTINUED**

**TERMS AND CONDITIONS CAN BE VIEWED BY GOING TO WWW.SJECCD.EDU**

**PURCHASE ORDER**

It is the policy of the District that no person or firm shall be excluded from participation in, denied the benefits of, or otherwise be discriminated against in the awards and performance of any District contract on the grounds of race, creed, color, national origin, age, or sex, or sexual orientation and that barriers to effective participation traditionally encountered by minorities and females be minimized.
**PURCHASE ORDER**

**P.O. NUMBER**

**P0021029**

**TO THE VENDOR**

1. SEND ORIGINAL INVOICES TO ACCOUNTS PAYABLE AT THE ABOVE ADDRESS.
2. AUTHORIZED CHARGES TO BE PREPAID AND INVOICED BY VENDOR. NO C.O.D.
3. ENCLOSE PACKING LIST WITH EACH PACKAGE.
4. PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, AND ON ALL SHIPPING AND INVOICE DOCUMENTS.
5. NO GOODS WILL BE RECEIVED BETWEEN 12:00 AND 1:00, AFTER 4:30 OR ON SATURDAY,
   SUNDAY OR HOLIDAYS.
6. MATERIAL SAFETY DATA SHEETS MUST BE INCLUDED WITH ORDER IF APPLICABLE.

**VENDOR**

Electronic Classroom West
PO Box 1526
Pismo Beach CA 93448

**SHIP TO**

San Jose City College
2100 Moorpark Avenue
San Jose CA 95128

<table>
<thead>
<tr>
<th>DATE OF ORDER</th>
<th>DATE REQUIRED</th>
<th>F.O.B.</th>
<th>SHIP VIA</th>
<th>TERMS</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/11/12</td>
<td>08/17/12</td>
<td>Destination</td>
<td>Best way</td>
<td>Net 30</td>
<td>NO CHANGES ARE TO BE MADE TO THIS PO WITHOUT PRIOR WRITTEN AUTHORIZATION FROM PURCHASING.请forward a packing slip signed by Andrea Johnson to Purchasing for payment.</td>
<td>$1,478.60</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

$19,133.45

**TERMS AND CONDITIONS CAN BE VIEWED BY GOING TO WWW.SJECCD.EDU**

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**AUTHORIZED DISTRICT REPRESENTATIVE**

SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT  
Page 24 of 25
SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

BID FORM

Lead Time: 3 Weeks

Warranty: 12 Years

Terms of Invoice: State payment terms if other than Net 30 Days. NET 30

I/We agree to furnish the specified material for the prices listed in this Bid Proposal, and if we are the successful dealer, will hold these prices firm through delivery.

Bid submitted by: [Signature] 05.10.12

Frank C Springer

Print Name

ECWest

Company Name

PO Box 1526

Address

Pismo Beach CA

City & State

93448

Zip Code

805-550-1422 Cell ergowest@att.net

Telephone Number PAX Number

OFFICE MASTER BID DISCOUNT SCHEDULE: 55% OFF
"ALL" Office Master products can be purchased at 55% off current list prices.

*If list prices change the discount of 55% off will still apply to all future OM price books.

FREE Shipping on orders of 20+ chairs
<table>
<thead>
<tr>
<th>TO: BOARD OF TRUSTEES</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FROM: BUSINESS SERVICES</td>
<td>April 25, 2013</td>
</tr>
<tr>
<td>SUBJECT: Resolution No. 44 (2012-13): Budget Transfers Between Major Objects</td>
<td></td>
</tr>
<tr>
<td>REASON FOR BOARD consideration</td>
<td>ITEM NUMBER</td>
</tr>
<tr>
<td>☒ ACTION ☐ CONSENT ☐ FIRST READINGS</td>
<td>6.2-a</td>
</tr>
<tr>
<td>☐ INFORMATION ☐ REPORTS</td>
<td></td>
</tr>
<tr>
<td>ATTACHMENT(S)</td>
<td>2 pages</td>
</tr>
</tbody>
</table>

**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. 44 (2012-13) for budget transfers between major objects.

**Administrator Initiating Item:** Lyndsay Maas, Controller

**Reviewed 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>
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</thead>
<tbody>
<tr>
<td>General Fund - Unrestricted</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Senate - Travel and conference</td>
<td>11000</td>
<td>400000 - Supplies and Materials</td>
<td>$1,159.13</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>500000 - Other Operating Expense</td>
<td></td>
<td>$1,159.13</td>
</tr>
<tr>
<td>Facilities and Operations - Printing and duplicating</td>
<td>11000</td>
<td>400000 - Supplies and Materials</td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>500000 - Other Operating Expense</td>
<td></td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Facilities and Operations - Stadium Clean-up for EOPS</td>
<td>11000</td>
<td>200000 - Classified Salaries</td>
<td></td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>500000 - Other Operating Expense</td>
<td></td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Faculty Professional Development - Honorarium for faculty lecturer</td>
<td>11000</td>
<td>100000 - Academic Salaries</td>
<td>$1,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11000</td>
<td>400000 - Supplies and Materials</td>
<td></td>
<td>$1,000.00</td>
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<tr>
<td>Media Services - Instructional Supplies</td>
<td>11000</td>
<td>400000 - Supplies and Materials</td>
<td>$7,000.00</td>
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<td></td>
<td>11000</td>
<td>500000 - Other Operating Expense</td>
<td></td>
<td>$7,000.00</td>
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<td>School of Culinary Arts - Mileage</td>
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<td>400000 - Supplies and Materials</td>
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<td></td>
<td>11000</td>
<td>500000 - Other Operating Expense</td>
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<td>$500.00</td>
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Page 1 of 2
PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College

District this 25th of April 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. 45 (2012-13): Augmentation of Revenue

DATE
April 25, 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. 45 (2012-13) for augmentation to revenue for the current period.

Administrator Initiating Item: Lyndsay Maas, Controller

Approved by: Joseph E. Sullivan, Vice President Business Services
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>Fund #</th>
<th>Revenue Source</th>
<th>Revenue Object</th>
<th>Amount</th>
<th>Budget Object</th>
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<td>General Fund - Restricted</td>
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<tr>
<td>UCSB National Science Foundation Program</td>
<td>12012</td>
<td>Federal Revenue</td>
<td>819000</td>
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<td>300000-Employee Benefits</td>
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<td>$8,354</td>
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<td>Board Financial Assistance Program</td>
<td>12020</td>
<td>State Revenue</td>
<td>862130</td>
<td>$12,701</td>
<td>500000-Other Operating Expenses</td>
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<td>Dagon Non-Credit</td>
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<td>882000</td>
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<td>200000-Classified Salaries</td>
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<td>300000-Employee Benefits</td>
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<td>Local Revenue</td>
<td>882000</td>
<td>$2,853</td>
<td>100000-Academic Salaries</td>
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<td></td>
<td></td>
<td>200000-Classified Salaries</td>
<td>$600</td>
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<td></td>
<td></td>
<td></td>
<td>300000-Employee Benefits</td>
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<td>$4,568</td>
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</table>

Total Augmentation to Revenue: $111,080

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: $111,080

PASSED AND ADOPTED BY THE Board of Trustees of the Santa Barbara Community College District on the 25th day of April 2013, by the following vote:

Ayes:

Noes:

Absent:

Concur:

Dr. Lori Gaskin, President  
Secretary to the Board of Trustees
# Agenda Item Background

<table>
<thead>
<tr>
<th>TO:</th>
<th>BOARD OF TRUSTEES</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FROM:</td>
<td>PRESIDENT</td>
<td>April 25, 2013</td>
</tr>
<tr>
<td>SUBJECT:</td>
<td>Resolution No. 46 (2012-13): Transfer from Ending Balance</td>
<td>ATTACHMENT(S)</td>
</tr>
<tr>
<td>REASON FOR BOARD CONSIDERATION</td>
<td></td>
<td>1 page</td>
</tr>
<tr>
<td>ACTION</td>
<td>CONSENT</td>
<td>FIRST READING</td>
</tr>
<tr>
<td>ITEM NUMBER</td>
<td>6.2-c</td>
<td></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. Union Bank has generously donated $150,000.00 to help offset the $350,000.00 required for the purchase and installation of the scoreboard. The construction district project fund transfer of $200,000.00 is recommended for the scoreboard replacement at La Playa Stadium.

## Recommendation:

It is recommended the Board of Trustees approve Resolution No. 46 (2012-13) for transfers from ending balance.

**Administrator Initiating Item:** Lyndsay Maas, 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 ending balance 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>$100,000</td>
</tr>
<tr>
<td>Scoreboard replacement at La Playa</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Augmentation to expenditures from Reserves: $200,000

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: $200,000

PASSED AND ADOPTED BY THE Board of Trustees of the Santa Barbara
Community College District on the 25th day of April 2013 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Dr. Lori Gaskin, President
Secretary to the Board of Trustees
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT

SUBJECT: Resolution No. 47 (2012-13): Transfer from Ending Balance for Wireless Lock Upgrade Project

DATE
April 25, 2013

ATTACHMENT(S)
1 page

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

ITEM NUMBER
6.2-d

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.

Assembly Bill 211 (AB 211, 2009-2010 Regular Session, Chapter 430), which became effective July 1, 2011 requires that all new construction projects submitted to DSA include locks that allow doors to classrooms and any room with an occupancy of five or more to be locked from the inside. Currently this is directed to K-12 but there are strong indications this will be modified to K-14. As student and employee safety is of the highest priority, the District is initiating an electronic/wireless lock upgrade project that will greatly improve the college’s ability to quickly lock down all buildings in an emergency and will address the College’s long term needs for safety and security. These devices will be installed on approximately 530 doors on buildings throughout all three campuses. Access to buildings and classrooms will be managed through the college’s existing Blackboard software system. The Architect’s estimated cost for the work is $1,570,000. An additional $130,000 for architect fees and construction contingency is included in the total transfer amount. This is a request to transfer $1,700,000 from the unallocated ending balance of the construction fund into a project of the construction fund.

RECOMMENDATION:

It is recommended the Board of Trustees approve Resolution No. 47 (2012-13) for the transfer of $1,700,000 from Construction Fund ending balances for the Wireless Lock Upgrade project.

Administrator Initiating Item: Lyndsay Maas, Controller

Approved by: Joseph E. Sullivan, Vice President Business Services
RE: Transfer from ending balance 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:

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<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>$1,700,000</td>
</tr>
</tbody>
</table>

Total Augmentation to expenditures from Reserves: $1,700,000

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: $1,700,000

PASSED AND ADOPTED BY THE Board of Trustees of the Santa Barbara Community College District on the 25th day of April 2013 by the following vote:

Ayes:

Nees:

Absent:

Abstain:

Dr. Lori Gaskin, President
Secretary to the Board of Trustees