2009 CCCT ELECTION
CANDIDATES IN RANDOM DRAWING ORDER.

1. Cy Gulassa, Peralta CCD
2. Janet Chaniot, Mendocino-Lake CCD
3. Nancy Chadwick, Palomar CCD
4. Marcia Zableckis, Barstow CCD
5. Jerry Hart, Imperial CCD
6. John Rodgers, Kern CCD
7. Douglas Otto, Long Beach CCD
8. *Manny Ontiveros, North Orange County CCD
9. Jacqueline Simon, MiraCosta CCD
10. Christopher Stampolis, West Valley-Mission CCD
11. *Jeanette Mann, Pasadena Area CCD
12. Carmen Avalos, Cerritos CCD
13. Eva Kinsman, Copper Mountain CCD
15. Louise Jaffe, Santa Monica CCD

* Incumbent
BP 2510 PARTICIPATION IN LOCAL DECISION MAKING

Reference: Education Code Section 70902(b)(7);
Title 5, Sections 53200 et seq., (Academic Senate), 51023.5 (staff), 51023.7 (students);
Accreditation Standard IV.A

The Board is the ultimate decision-maker in those areas assigned to it by state and federal laws
and regulations. In executing that responsibility, the Board is committed to its obligation to
ensure that appropriate members of the District participate in developing recommended policies
for Board’s action and administrative procedures for Superintendent/President’s action under
which the District is governed and administered.

Except for unforeseeable emergency situations, the Board shall not take any action on matters
subject to this policy until the appropriate constituent group or groups have been provided the
opportunity to participate.

Nothing in this policy will be construed to interfere with the formation or administration of
employee organizations or with the exercise of rights guaranteed under the Educational
Employment Relations Act, Government Code Sections 3540, et seq.

Each of the following shall participate as required by law in the decision-making processes of
the District:

Academic Senate(s) (Title 5, Sections 53200-53206)

The Board or its designee(s) will consult collegially with the Academic Senate, as duly
constituted with respect to academic and professional matters, as defined by law. Academic and
professional matters include:

1. Curriculum, including the establishment of prerequisites and placing courses within
disciplines
2. Degree and certificate requirements
3. Grading policies
4. Educational program development
5. Standards or policies regarding student preparation and success
6. District and College governance structures as related to faculty roles
7. Faculty roles and involvement in accreditation processes, including self-study and
   annual reports
8. Policies for faculty professional development activities
9. Processes for program review
10. Processes for institutional planning and budget development
11. Other academic and professional matters as mutually agreed upon between the
governing board and the academic senate.

In addition, the consultation will include faculty hiring processes.

Staff, Management and Supervisors, Confidential Employees (Title 5, Section 51023.5)

Adopted: PROPOSED POLICY
Staff, managers and supervisors, and confidential employees shall be provided with opportunities to participate effectively in the formulation and development of policies and procedures that have a significant effect on them. The opinions and recommendations of the California School Employees Association and its Chapter 289, the management/supervisory group, and confidential employees will be given every reasonable consideration.

Non-Credit Instructors
Non-credit instructors shall be provided with opportunities to participate effectively in the formulation and development of District policies and procedures that have a significant effect on non-credit instructors. The opinions and recommendations of the Continuing Education Instructors Association will be given every reasonable consideration.

Students (Title 5, Section 51023.7)
The Associated Students shall be given an opportunity to participate effectively in the formulation and development of District policies and procedures that have a significant effect on students, as defined by law. The recommendations and positions of the Associated Students will be given every reasonable consideration. The selection of student representatives to serve on District committees or task forces shall be made after consultation with the Associated Students.
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<tr>
<th>NAME</th>
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<td>DROBNY, Dana</td>
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</table>
KHORSANDRAVAN, Shahryar
Mathematics

EDUCATION:
M.A., Statistics, UCSB 2008
Coursework in Mathematics: Santa Monica College and University of California, Santa Barbara

EXPERIENCE:
SP 2006 & 2008: Math tutor, SBCC
2000-2004: Evening Tutoring Coordinator
2000-2004: Tutoring Coordinator, Santa Monica College
1999-2000: Instructional Assistant, tutored and taught mathematics, Santa Monica College

MANCIC-JOHNSON, Svetiana
ESL

EDUCATION:
Undergraduate degree, World Literature, University of Belgrade, Faculty of Philology, Belgrade, Yugoslavia (1988)
M.A., French Literature, University of California, Santa Barbara (UCSB) (1991)
TESOL Certificate, UCSB (2007)

EXPERIENCE:
2006-Present: ESL tutor, Santa Barbara City College
2007-Present: ESL instructor, SBCC Continuing Education
ESL instructor, Kaplan-ASPECT, Santa Barbara
ESL/French instructor, Berlitz Language Center
2004-05: Instructor English/writing, School Down Under, New Zealand
1993-96: Full-time French language instructor, Laguna Blanca School, Santa Barbara
1991-93: Full-time French language instructor, Cate School, Santa Barbara
1989-91: Teaching Assistant, French language, UCSB
Continuing Education
Minimum Qualification Equivalency

PARE, CATHIE

Gardens and Landscaping
(Short Term Vocational with High Employment Potential)

EDUCATION:
Associate in Science
Major: Environmental Landscape Design
Santa Barbara City College
Santa Barbara, CA
May 30, 2003

EXPERIENCE:
Volunteer Guest Lecturer
(Spoke and assisted instructor as a volunteer lecturer in the CE Green Gardener Course)
Santa Barbara City College
Continuing Education
Santa Barbara, CA
2005-08

Water Resource Specialist
City of Santa Barbara
Santa Barbara, CA
2002- Current

Irrigation/Landscape & Installation Design
Waterwise Irrigation Management
Santa Barbara, CA
2001-Current

Certified Landscape Irrigation Auditor
Certificate issued by The Irrigation Association
December 18, 2001

Continuing Education courses conducted by The Designer/Manager School of Irrigation:
August 2003: 13th Annual Designer/Manager School of Irrigation
September 2003: Electrical Troubleshooting for Water Controls Part 1 and 2

Item 3.1-b
3/26/09
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# CLASSIFIED SHORT-TERM HOURLY APPOINTMENTS 3/26/09

All short-term appointments are limited to 19 1/2 hrs per week and 175 days per year.

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<th>Days/Hours</th>
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Santa Barbara City College
On-Campus Student Employment
Board Approval – March 26, 2009

FARIAS, Joseph
FAVELA, Damian Pablo
FELIX-RANGEL, Jose
FERRARI, Leah
FOHS, Hannah
FORD, Aspen
FOX, Joyce
GALLEGOS, Naithan
GAUSDUSO, Loredana
GIBBS, Richard
GRABIANOWSKI, Kelly
GRIGGS, Peter
GRIMM, Collier
GUERRERO, Ana
HA, Taewoo
HAYCOX, Samuel
HOUSTON, Timothy
HUTCHISON, Dana
IRKHIN, Anastasiya
JESSON, Jake
JOCK, Joseph
JORDAN, Laura

KANE, Jenna
KEARNEY, Jessica
KEMMERLEY, Sage
KING, Dawn
KINSEY, Laura
KINSLEY, Brandon

KITTS, Catherine
KLINE, Jason
LETULLE, Rose
Li, Lijuan
LIGHT, Phoebe
LINDEVALL, Katarina
LOMELI, Yazmin
LOPEZ, Jannet
LOU, Xi
MACIAS, Melissa
MADEIRAS, Alissa
MAGALHAES, Mariana
MARQUES, Ashley
MATTOON, Heather
MAZZON, Tommy

Gateway
FWS
Computer Science
On-Line College (2 jobs)
Biology
Math
Psychology
Computer Science
Tutorial
FWS
Gateway
Achievement Zone
Film Studies
CAP
Math (2 jobs)
Physics
Gateway
Math
Chemistry
Food Services
History
Gateway (2 jobs)
Calworks
Foundation
Food Services
Foundation
Foundation
Gateway
On-Line College
Tutorial
Gateway (2 jobs)
FWS
Adult Ed/Model
Tutorial
Tutorial
SoMA
Foundation
COMP
Gateway
FWS
FWS
Language Lab
FWS
Art
Biology
Santa Barbara City College
On-Campus Student Employment
Board Approval – March 26, 2009

MEMMI, Maira
MENA-JIMENEZ, Luis
MGASSA, Oscar
MIELKE, Sandra

MONTELO, Bryanna-Melissa
MONTEROSA, Rosa
MORTON, David
MOSES, Shauna
MOVAHED, Maryam
MURATA, Emi
MUTTI, Alexa
NAITO, Rysuke
NELSON, Mark
NITSCHEN, Andreas
NORTON, Jonathan
O’CONNOR, Caitlin
OHLEN, Micah
OSBORN, Hayden
OSBORN, Jennifer
PANUNZIO, Bruno

PENA, Benjamin
Qi, Rui Sehen
QUINTERO, Margarita
RAKSAKHAM, Nanda
RAMIREZ, Yarasette
RENDU, Yannick
ROBINSON-SIDDQUI, Amber

SAWKA, Daliana
SAWYER, Christine
SCHWITZGOLD, Viktoria
SHEA, Amanda
SHIN, Yongho
SWEENEY, Ryan
TAGAWA, Calen
TAN, Winston
TEUTLA, Denisse
TOWNSEND, Theodore
TRUJILLO, Rebecca

Tutorial
Gateway
Foundation
Gateway (3 jobs)
Food Services
Tutorial
On-Line College
COMP
Physical Education
Admissions and Records
FWS
Art
Chemistry (2 jobs)
Gateway (2 jobs)
Biology
Gateway
Tutorial
Math
CAP
Gateway
FWS
Art
FWS
Gateway
SoML
Tutorial
Foundation
Language Lab
Calworks
Gateway
FWS
Gateway
FWS
Nursing
Gateway
DSPS
Gateway
Tutorial
Tutorial
Gateway
Student Technology Support
Physics
FWS
Tutorial
Gateway
TSHIBINGU, Milochka
VALENCIA, Cindy
VIDOR, Andrew
VILLUMSEN, Katrine
VRYMOED, Eric
WACHTOR, Samuel
WADE, Andrea
Math
FWS
Film Studies
Journalism
Tutorial
Gateway
Gateway
Tutorial
SoML
FWS
Art
COMP
Foundation
Food Services
Student Development
Math
Math

WILKINSON, Todd
WILSON, Ian
WISE, Mary
ZARE, Kay
ZELTO, Rose-Marie
ZELL, Alice
ZANG, Ruo Yu
ZANG, Shuo
GRANT APPLICATION
Board of Trustees Notification

Grant title: Advanced Technological Education (ATE)

Agency to which grant will be submitted: National Science Foundation

Amount of grant request: $873,603

Grant focus: Explore It! Virtual Career Exploration

As the California population grows and ages, the need for workers across allied health careers is expected to expand significantly. Of the top 55 fastest growing occupations in California 2006-2016, nearly 27% are allied health careers with over one million employment opportunities. Currently in development with Employment and Workforce Development (EWD) grant funds, the Explore It! program employs an interactive virtual world environment that will allow middle school students and high school tech-prep and concurrent enrollment students to explore allied health careers.

The expanded Explore It! program will include scenarios that allow 600 students each year to explore additional allied health pathways such as nursing (LVN, RN), emergency medical technology, x-ray technology, respiratory therapy, pharmacy technology, EKG technology, and physical therapy assistance. Expanded career technical pathways will include hospitality and tourism, automotive tech, media arts, dental hygiene and construction. As students move about in the virtual world, they will trigger scenarios that will engage and highlight different combinations of career explorations. At the conclusion of each exploration session, students will complete a survey. Based on their responses to the survey, students will be provided with a career pathway plan that outlines what tech prep programs are available regionally and what baseline educational courses they should complete in preparation for college programs. The objective is to create a greater understanding of the career technical pathways and provide seamless transition from middle school into high school tech prep/ROP programs and into career technical or vocational programs at community college.

Responsible administrator: Guy Smith

Projected start date: July 1, 2010 - June 30, 2013
## PROJECT BUDGET JUSTIFICATION

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<th>Activity</th>
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<th>YEAR THREE</th>
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<td>$873,603.12</td>
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GRANT APPLICATION
Board of Trustees Notification

Grant title: Industry Driven Regional Collaborative (IDRC)

Agency to which grant will be submitted: CA Chancellor's Office/Economic and Workforce Development

Amount of grant request: 329,051

Grant focus: Going Global—Supply Chain Management and Logistics Training

Logistics is a leading industry cluster for California employing 578,000 statewide yet employers cite difficulty in finding workers to fill positions from entry-level warehouse workers to positions of supervisory capacity. Many of the reasons listed include lack of qualifications or relevant experience, lack of communication or computer skills and overall lack of training.

Therefore, SBCC seeks to expand on its current international business certification program with the creation of the Going Global Program. This program will provide practical, real world logistics and supply chain management training and preparation designed to ensure a more competent workforce. The overarching goal is that this will benefit regional employers by increasing the efficiency and productivity of their logistical operations and enhancing profits and competitiveness in a global market.

The Going Global Program will offer students and incumbent workers the opportunity to achieve a Skills Competency Awards as a Logistics and Supply Chain Management Professional. There are currently no other known global logistics degrees or training programs within this region.

Responsible administrator: Guy Smith

Projected start date: July 1, 2009 - June 30, 2011
## APPLICATION BUDGET SUMMARY

**RFA Specification No.: 09-0326**

**Program Year:** 2009-2011

**Telephone No.: 805-965-0581**

**Fax No.: 805-963-7222**

<table>
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**Total Direct Costs**

8 | 316,396 | 323,735

**Total Indirect Costs (4% of line 8)**

9 | 12,655 | 12,949

**Total Project Costs**

10 | 329,051 | 336,684

**NOTE:** Provide an Application Budget Detail Sheet for each funding source including match, if required.

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and federal regulations.

---

<table>
<thead>
<tr>
<th>Project Director Name/Title</th>
<th>(Authorized Signature)</th>
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Item 4.2
Page 2 of 2
(13/7/2018)
Approved
March 16, 2009

NEW COURSE TMI/Distance Learning
  V) MAT 149/COMP 149: Social Networking and Social Media

NEW COURSE
  W) PHOT 150: Stock Photography

COURSE MODIFICATIONS (Traditional)
  X) COMM 121: Interpersonal Communication
  Y) COMM 161: Business Communication
  Z) HIT 102: Legal Aspects of Health Care
  AA) HIT 200: ICD-9-CM Coding
  BB) HIT 201: Pharmacology for Allied Health
  CC) HIT 210: CPT Procedural Coding
  DD) HIT 220: HIM Statistics
  EE) HIT 284: CCA Exam Prep

PROGRAM MODIFICATIONS
  FF) Associates Degree: Communication: Applied Communication Emphasis
  GG) Associates Degree: Communication: Communication Science Emphasis
  HH) Certificate: Graphic Design and Photography: Graphic Design Concentration
From the Curriculum Advisory Committee March 2009

Approved
March 3

NEW COURSEs TMI/Distance Learning
A) AJ 104: Introduction to Corrections
B) MAT 167: 3D Environment Design
C) MAT 168: Serious Gaming Prototyping
D) MAT 169: Serious Game Production

NEW COURSEs
E) CT 120B: Building Green 2

COURSE MODIFICATIONs TMI/Distance Learning
F) AJ 105: Diversity, Law and Justice
G) AJ 245: Constitutional Law
H) AJ 271: The Study of Evil
J) MUS 114A: Survey of Music History

COURSE MODIFICATIONs (Traditional)
J) CT 112: Framing
K) CT 113: Roof Framing
L) CT 114: Beginning Finish Carpentry
M) CT 115: Intermediate Finish Carpentry
N) CT 116: Blueprint Reading
O) CT 118: Measuring and Calculating
P) CT 120A: Building Green 1
Q) MATH 198: Workshop for Pre-Calculus change to MATH 197: Workshop for Pre-Calculus
R) RT 102: Fundamentals of Radiographic Positioning and Procedures I
S) RT 202: Advanced Radiographic Procedures

PROGRAM MODIFICATIONs
T) Associate Degree and Certificate: Culinary Arts
U) Associate Degree and Certificate: Law Enforcement, Legal Studies and Criminology
February 2009 Addendum from the Curriculum Advisory Committee

Approved
February 23, 2009

NEW COURSEs
A) NURS 160: Foundations of Nursing
B) NURS 161: Pharmacology Nursing
C) NURS 162: Introduction to Medical-Surgical Nursing I
D) NURS 163: Beginning Medical-Surgical II
E) NURS 164: Nursing of Childbearing and Families
F) NURS 165: Mental Health Nursing
G) NURS 166: Intermediate Medical-Surgical Nursing III
H) NURS 167: Nursing Care of Children and Families – Pediatrics
I) NURS 168: Advanced Medical-Surgical Nursing IV
J) NURS 169: Gerontology – Community Nursing
K) PE 167: Exploration of Dance

COURSE MODIFICATIONs
L) COMP 101: Microsoft Office change to COMP 101: Intro to Computer Applications
M) COMP 103: Internet and E-Mail change to COMP 103: Internet Communications
N) COMP 112: Microsoft PowerPoint (TMI/Distance Learning)
O) COMP 120: Using WebCT Online Tool change to COMP 120: Being Successful with Moodle
P) COMP 148E: Business Productivity Freeware change to COMP 148E: Free/open-source/web-based tools
Q) ESL 40: Grammar Level 1
R) ESL 41: Writing Level 1
S) ESL 42: Reading Level 1
T) ESL 50: Grammar Level 2
U) ESL 51: Writing Level 2
V) ESL 52: Reading Level 2
W) ESL 60: Grammar Level 3
X) ESL 61: Writing Level 3
Y) ESL 62: Reading Level 3

PROGRAM MODIFICATIONs
Z) Associate Degree: Nursing
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Change Order

PROJECT (Name and address):  West Campus Swing Space-Landscape
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109

CHANGE ORDER NUMBER: 003
DATE: February 24, 2009

OWNER: ☑
ARCHITECT: ☑
CONTRACTOR: ☑
FIELD: ☐
OTHER: ☐

TO CONTRACTOR (Name and address):  American Landscape, Inc.
7949 Deering avenue,
Canoga Park, CA 91304

ARCHITECT’S PROJECT NUMBER: 08022
CONTRACT DATE: November 10, 2008
CONTRACT FOR: General Construction

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
See attachment to Change Order No. 03, dated February 24, 2009.

The original Contract Sum was
The net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was
The Contract Sum will be increased by this Change Order in the amount of
The new Contract Sum including this Change Order will be

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is December 22, 2008

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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

Kruger Bensen Ziemer Architects
ARCHITECT (Firm name)
30 W. Arrellaga Street, Santa Barbara, CA 93101

Donald Ziemer, AIA
(Typed name)
2/25/09
DATE

American Landscape Inc.
CONTRACTOR (Firm name)
7949 Deering Avenue, Canoga Park, CA 91304

Joe Nasta
(Typed name)
3 - 3 - 09
DATE

Santa Barbara City College
OWNER (Firm name)
721 Cliff Drive, Santa Barbara, CA 93109

Joseph E. Sullivan
(Typed name)
The contract is changed as follows:

1. Remove sod and provide and install 18"x70' gravel strip with wood headerboard

(Re: Contractor's Change Order Request # 04)
Requested by: Owner
Reason: Change in landscape work as part of design-build system

(Add) $2,273.00

Total Cost of This Change Order: (Add) $2,273.00
NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within ten days after completion. (See reverse side for complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described: 721 Cliff Drive, Santa Barbara, CA 93109-2394

2. The full name of the owner is the Santa Barbara Community College District.

3. The full address of the owner is 721 Cliff Drive, Santa Barbara, CA 93109-2394.

4. The nature of the interest or estate of the owner is: In fee.

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are: [not applicable]

6. A work of improvement on the property hereinafter described was completed on March 26, 2009. The work done was: Landscape – Portable Buildings Swing Space, Bid #634

7. The name of the contractor, if any, for such work of improvement was: American Landscape, Inc. Date of Contract: July 25, 2008

8. The property on which said work of improvement was completed is in the City of Santa Barbara, County of Santa Barbara, State of California.

9. The street address of said property is 721 Cliff Drive, Santa Barbara, CA 93109-2394.

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Dated: March 24, 2009

Julie Hendricks, Facilities/Campus Development Director

VERIFICATION

I, the undersigned, say: I am the Director of Facilities/Campus Development, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 24, 2009, at Santa Barbara, California.

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Julie Hendricks, Facilities/Campus 03/26/09
LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this Monday, March 9, 2009, by and between the Santa Barbara Community Youth Performing Arts Center, Inc., a California non-profit corporation, hereinafter referred to as "Licensor" and Santa Barbara City College Music Department, hereinafter referred to as "Licensee," for the use of the Marjorie Luke Theatre, located at 721 E. Cota Street, Santa Barbara, California, 93103, (hereinafter referred to as "Theatre"). Licensee is informed and aware that the Theatre is the property of the Santa Barbara School District and is located on the campus of the Santa Barbara Junior High School.

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

LICENSE INFORMATION:

Licensee’s Address: 721 Cliff Drive
City, State, Zip Code: Santa Barbara, CA 93109
Authorized Representative: Joe Sullivan
Day Phone: 965-0581 x2357  Alt. Phone: 965-0581 x2759
E-mail: sullivanj@sbcc.edu

Title: VP for Business Services
Tax ID#: 770070782

Please circle one of the following:  
- Non-profit 
- Commercial

A. SCOPE OF LICENSE:

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

Event Name and Description: SBCC "Legends of Jazz Concert" - featuring Plas Johnson with the SBCC Big Bands
Booked Date(s): Monday April 13, 2009
The following is an estimate only of schedule of uses permitted under this Agreement and a list of agreed charges for uses and equipment licensed, services provided by Licensor and general supervision by Licensor. Actual charges will be compiled according to the attached Marjorie Luke Theatre Rate Schedule.

**Use Schedule:**

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- **Performance License Fee:** $335.00
- **Rehearsal License Fee:** $0
- **Technical Director:** $254.00
- **Technical Director Show Call:** $95.25
- **Additional Technical Labor:** $235.00
- **House Management & Ushers:** $100.00
- **Parking Services:** $100.00
- **Janitorial Services:** $125.00
- **Insurance:** $0 (if provided by renter)
- **Facilities & Equipment Maintenance Fee:** $0 (fee waived by theatre for SBCC)
- **Concessions Fee** (10% on total sales of any concessions or merchandise sold): $0 (fee waived by theatre for SBCC)

**TOTAL ESTIMATED COSTS:** $1244.25

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

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

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

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

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

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

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

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

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

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

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

| $750.00 DUE UPON EXECUTION OF LICENSE AGREEMENT |
| BALANCE DUE NO LATER THAN APRIL 30, 2009. |
8. Licensor shall provide a settlement statement to Licensee no later than seven (7) days after the last date of use of the Theatre under this Agreement. The settlement statement shall set forth all costs, fees and other charges chargeable to Licensee, all deposits and payments received from Licensee, all receipts, including ticket sales, received on account of the event (if applicable), and a statement of any sums that may be due Licensor after application of payments described in preceding paragraph and, if applicable, any receipts due Licensee. If Licensor is requested to receive and hold ticket sales receipts or other money payable to Licensee on account of the event, Licensor shall have a lien against such money in the amount of such any obligations due and owning to Licensor by Licensee under this Agreement.

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

C. LIABILITY AND INDEMNITY:

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

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

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

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

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

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

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

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

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

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

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

2. Ticket sales will be handled as shown below:

| XX | Licensee will engage the services of an independent, Licensor-approved ticket agency to handle ticket sales. Name of ticket agency: GARVIN BOX OFFICE |

F. THEATRE RULES

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

Please initial each item and sign below

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

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

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

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

5. [ ] The Theatre reserves the right to no more than 24 (twenty four) complimentary tickets per performance. A representative of the Theatre may view the performance from the auditorium, if seats are available, once the performance begins.
6. Licensee understands that sales or consumption of alcoholic beverages, smoking of any substance, possession of any illegal substances or any kind of weapons or firearms anywhere on the campus of Santa Barbara Junior High School is strictly prohibited. Violation of these laws will impose a minimum $500 fine to Licensee and possible cancellation of this rental agreement.

Licensee acknowledges that it has received a copy of the Marjorie Luke Theatre Rate Schedule and Policies and Information established by the Licensor. Said Rate Schedule and Policy Statement, attached, are to be considered a portion of this Agreement, with full force and effect, and Licensee hereby agrees to be bound thereby.

EXECUTED this Monday, March 9, 2009.

[LICENSEE (signature)]

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

[LICENSEE (signature)]

Name/Title: Joe Sullivan/VP for Business Services
Representing: SBCC Music Dept.
Address: 721 Cliff Drive
City, State, Zip: Santa Barbara, CA 93109
Phone #: 805-965-0581 x2357
E-mail: sullivanj@sbcc.edu

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

*LICENSOR (signature)*

Name/Title: James Mooy/Instructor
Representing: SBCC Music Dept.
Address: 721 Cliff Drive
City, State, Zip: Santa Barbara, CA 93109
Phone #: 805-965-0581 x2759
E-mail: mooy@sbcc.edu

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

Item 6.1(d)
LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this Monday, March 9, 2009, by and between the Santa Barbara Community Youth Performing Arts Center, Inc., a California non-profit corporation, hereinafter referred to as "Licensor" and Santa Barbara City College Music Department, hereinafter referred to as "Licensee," for the use of the Marjorie Luke Theatre, located at 721 E. Cota Street, Santa Barbara, California, 93103, (hereinafter referred to as "Theatre"). Licensee is informed and aware that the Theatre is the property of the Santa Barbara School District and is located on the campus of the Santa Barbara Junior High School.

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

LICENSE INFORMATION:

Licensee's Address: 721 Cliff Drive  
City, State, Zip Code: Santa Barbara, CA 93109  
Authorized Representative: Joe Sullivan  
Day Phone: 965-0581 x2357  
Alt. Phone: 965-0581 x3000  
E-mail: sullivanj@sbcc.edu  
Title: VP for Business Services  
Tax ID#: 77-0070782

Please circle one of the following: Non-profit Commercial

A. SCOPE OF LICENSE:

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

Event Name and Description: SBCC Concert 2009 Spring Concert  
Booked Date(s): Saturday May 2, 2009 (Rehearsal)  
Sunday May 3, 2009 (Performance)
The following is an estimate only of schedule of uses permitted under this Agreement and a list of agreed charges for uses and equipment licensed, services provided by Licensor and general supervision by Licensor. Actual charges will be compiled according to the attached Marjorie Luke Theatre Rate Schedule.

**Use Schedule:**

<table>
<thead>
<tr>
<th></th>
<th>Saturday</th>
<th>Sunday</th>
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</thead>
<tbody>
<tr>
<td>DATE</td>
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<td>05/03/09</td>
</tr>
<tr>
<td>TIME IN</td>
<td>6:00pm</td>
<td>5:30pm</td>
</tr>
<tr>
<td>TIME OUT</td>
<td>11:00pm</td>
<td>10:30pm</td>
</tr>
<tr>
<td>EST HOURS</td>
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<td>5.0</td>
</tr>
</tbody>
</table>

**Performance License Fee:** $362.50  
**Rehearsal License Fee:** $180.00  
**Technical Director:** $254.00  
**Technical Director Show Call:** $95.25  
**Additional Technical Labor:** $225.00  
**House Management & Ushers:** $100.00  
**Parking Services:** $100.00  
**Janitorial Services:** $125.00  
**Insurance:** $0 (if provided by renter)  
**Facilities & Equipment Maintenance Fee**  
$0.50/ticket (if ticket price is $12.00 or less)  
$1.00/ticket (if ticket price is $12.01 or more)  
**Concessions Fee** (10% on total sales of any concessions or merchandise sold): $0 (fee waived by theatre for SBCC)  

**Total Estimated Costs:** $1,441.75

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

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

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

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

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

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

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

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

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

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

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

| $750.00 DUE UPON EXECUTION OF LICENSE AGREEMENT |
| BALANCE DUE NO LATER THAN MAY 18, 2009. |
8. Licensor shall provide a settlement statement to Licensee no later than seven (7) days after the last date of use of the Theatre under this Agreement. The settlement statement shall set forth all costs, fees and other charges chargeable to Licensee, all deposits and payments received from Licensee, all receipts, including ticket sales, received on account of the event (if applicable), and a statement of any sums that may be due Licensor after application of payments described in preceding paragraph and, if applicable, any receipts due Licensee. If Licensor is requested to receive and hold ticket sales receipts or other money payable to Licensee on account of the event, Licensor shall have a lien against such money in the amount of such any obligations due and owing to Licensor by Licensee under this Agreement.

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

C. LIABILITY AND INDEMNITY:

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

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

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

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

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

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

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

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

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

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

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

2. Ticket sales will be handled as shown below:

<table>
<thead>
<tr>
<th>XX</th>
<th>Licensee is responsible for handling ticket sales for said event(s)</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Licensee will engage the services of an independent, Licensor-approved ticket agency to handle ticket sales. Name of ticket agency: Garvin Box Office</td>
</tr>
</tbody>
</table>

F. THEATRE RULES

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

Please initial each item and sign below

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

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

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

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

5. [Initial] The Theatre reserves the right to no more than 24 (twenty four) complimentary tickets per performance. A representative of the Theatre may view the performance from the auditorium, if seats are available, once the performance begins.
6. Licensee understands that sales or consumption of alcoholic beverages, smoking of any substance, possession of any illegal substances or any kind of weapons or firearms anywhere on the campus of Santa Barbara Junior High School is strictly prohibited. Violation of these laws will impose a minimum $500 fine to Licensee and possible cancellation of this rental agreement.

Licensee acknowledges that it has received a copy of the Marjorie Luke Theatre Rate Schedule and Policies and Information established by the Licensor. Said Rate Schedule and Policy Statement, attached, are to be considered a portion of this Agreement, with full force and effect, and Licensee hereby agrees to be bound thereby.

EXECUTED this Monday, March 9, 2009.

\[Signature\]

**LICENSOR (signature)**

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

**LICENSEE (signature)**

Name/Title: Joe Sullivan/VP for Business Services  
Representing: SBCC Music Dept.  
Address: 721 Cliff Drive  
City, State, Zip: Santa Barbara, CA 93109  
Phone #: 805-965-0581 x2357  
E-mail: sullivanj@sbcc.edu

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

\[Signature\]

**CONTACT PERSON (signature)**

Name/Title: Eric Heidner/Director of Bands  
Representing: SBCC Music Dept.  
Address: 721 Cliff Drive  
City, State, Zip: Santa Barbara, CA 93109  
Phone #: 805-965-0581 x3090  
E-mail: heidner@sbcc.edu

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

This License Agreement ("Agreement") is made and entered into this Monday, March 9, 2009, by and between the Santa Barbara Community Youth Performing Arts Center, Inc., a California non-profit corporation, hereinafter referred to as "Licensor" and Santa Barbara City College Music Department, hereinafter referred to as "Licensee," for the use of the Marjorie Luke Theatre, located at 721 E. Cota Street, Santa Barbara, California, 93103, (hereinafter referred to as "Theatre"). Licensee is informed and aware that the Theatre is the property of the Santa Barbara School District and is located on the campus of the Santa Barbara Junior High School.

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

LICENSE INFORMATION:

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

Please circle one of the following: Non-profit
Commercial

A. SCOPE OF LICENSE:

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

Event Name and Description: SBCC Symphony 2009 Spring Concert  
Booked Date(s): Thursday April 30, 2009 (Rehearsal)  
Friday May 1, 2009 (Performance)
The following is an estimate only of schedule of uses permitted under this Agreement and a list of agreed charges for uses and equipment licensed, services provided by Licensor and general supervision by Licensor. Actual charges will be compiled according to the attached Marjorie Luke Theatre Rate Schedule.

**Use Schedule:**

<table>
<thead>
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<th>Thursday</th>
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<tbody>
<tr>
<td>DATE</td>
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<tr>
<td>TIME IN</td>
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</tr>
<tr>
<td>EST HOURS</td>
<td>5.0</td>
<td>5.0</td>
</tr>
</tbody>
</table>

- Performance License Fee: $362.50
- Rehearsal License Fee: $117.50
- Technical Director: $254.00
- Technical Director Show Call: $95.25
- Additional Technical Labor: $225.00
- House Management & Ushers: $100.00
- Parking Services: $100.00
- Janitorial Services: $125.00
- Insurance: $0 (if provided by renter)
- **Facilities & Equipment Maintenance Fee**
  - $0.50/ticket (if ticket price is $12.00 or less)
  - $1.00/ticket (if ticket price is $12.01 or more)
- **Concessions Fee** (10% on total sales of any concessions or merchandise sold): $0 (fee waived by theatre for SBCC)

**Total Estimated Costs:** $1379.25

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

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

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

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

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

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

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

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

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

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

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

| $750.00 DUE UPON EXECUTION OF LICENSE AGREEMENT |
| BALANCE DUE NO LATER THAN MAY 18, 2009. |
8. Licensor shall provide a settlement statement to Licensee no later than seven (7) days after the last date of use of the Theatre under this Agreement. The settlement statement shall set forth all costs, fees and other charges chargeable to Licensee, all deposits and payments received from Licensee, all receipts, including ticket sales, received on account of the event (if applicable), and a statement of any sums that may be due Licensor after application of payments described in preceding paragraph and, if applicable, any receipts due Licensee. If Licensor is requested to receive and hold ticket sales receipts or other money payable to Licensee on account of the event, Licensor shall have a lien against such money in the amount of such any obligations due and owning to Licensor by Licensee under this Agreement.

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

C. LIABILITY AND INDEMNITY:

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

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

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

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

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

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

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

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

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

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

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

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Please initial each item and sign below

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EXECUTED this Monday, March 9, 2009.

\[Signature\]

**LICENSEE (signature)**

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

Name/Title: Joe Sullivan/VP for Business Services
Representing: SBCC Music Dept.
Address: 721 Cliff Drive
City, State, Zip: Santa Barbara, CA 93109
Phone #: 805-965-0581 x2357
E-mail: sullivanj@sbcc.edu

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

\[Signature\]

**CONTACT PERSON (signature)**

Name/Title: James Mooy/Instructor
Representing: SBCC Music Dept.
Address: 721 Cliff Drive
City, State, Zip: Santa Barbara, CA 93109
Phone #: 805-965-0581 x2759
E-mail: mooy@sbcc.edu

NOTE: Please return smaller seven-page signed contract with initial deposit, plus Certificates of Insurance (if applicable). Keep larger sixteen-page contract for your records, thank you.
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In the event that the Agreement conflicts with, or is silent as to a provision in the Agreement for Joint Use, Programming, Maintenance, and Development, the latter will control.

LICENSE INFORMATION:

Licensee’s Address: 721 Cliff Drive
City, State, Zip Code: Santa Barbara, CA 93109
Authorized Representative: Joe Sullivan
Day Phone: 965-0581 x2357  Alt. Phone: 805-698-2795
E-mail: sullivanj@sbcc.edu
Title: VP for Business Services
Tax ID#: 77-0070782

Please circle one of the following: Non-profit Commercial

A. SCOPE OF LICENSE:

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

Event Name and Description: SBCC "Music Now" 2009 Spring Concert
Contemporary Electronic & Live Music Show
Booked Date(s): Saturday May 9, 2009 (Performance)
The following is an estimate only of schedule of uses permitted under this Agreement and a list of agreed charges for uses and equipment licensed, services provided by Licensor and general supervision by Licensor. Actual charges will be compiled according to the attached Marjorie Luke Theatre Rate Schedule.

Use Schedule:

<table>
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<th>DATE</th>
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<tbody>
<tr>
<td>TIME IN</td>
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<td>EST HOURS</td>
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</tbody>
</table>

**Performance License Fee:** $362.50  
**Rehearsal License Fee:** $0  
**Technical Director:** $254.00  
**Technical Director Show Call:** $95.25  
**Additional Technical Labor:** $300.00  
**House Management & Ushers:** $100.00  
**Parking Services:** $100.00  
**Janitorial Services:** $125.00  
**Insurance:** $0 (if provided by renter)  
**Facilities & Equipment Maintenance Fee**  
$0.50/ticket (if ticket price is $12.00 or less)  
$1.00/ticket (if ticket price is $12.01 or more):  
**Concessions Fee** (10% on total sales of any concessions or merchandise sold): $0 (fee waived by theatre for SBCC)

**TOTAL ESTIMATED COSTS:** $1336.75

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

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

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

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

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

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

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

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

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

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

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

$750.00 DUE UPON EXECUTION OF LICENSE AGREEMENT
BALANCE DUE NO LATER THAN MAY 26, 2009.
8. Licensor shall provide a settlement statement to Licensee no later than seven (7) days after the last date of use of the Theatre under this Agreement. The settlement statement shall set forth all costs, fees and other charges chargeable to Licensee, all deposits and payments received from Licensee, all receipts, including ticket sales, received on account of the event (if applicable), and a statement of any sums that may be due Licensor after application of payments described in preceding paragraph and, if applicable, any receipts due Licensee. If Licensor is requested to receive and hold ticket sales receipts or other money payable to Licensee on account of the event, Licensor shall have a lien against such money in the amount of such any obligations due and owing to Licensor by Licensee under this Agreement.

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

C. LIABILITY AND INDEMNITY:

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

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

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

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

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

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

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

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

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

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

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

2. Ticket sales will be handled as shown below:

<table>
<thead>
<tr>
<th>XX</th>
<th>Licensee is responsible for handling ticket sales for said event(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>XX</td>
<td>Licensee will engage the services of an independent, Licensor-approved ticket agency to handle ticket sales. Name of ticket agency: Garvin Box Office</td>
</tr>
</tbody>
</table>

F. THEATRE RULES

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

Please initial each item and sign below

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

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

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

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

5. [ ] The Theatre reserves the right to no more than 24 (twenty four) complimentary tickets per performance. A representative of the Theatre may view the performance from the auditorium, if seats are available, once the performance begins.
6. Licensee understands that sales or consumption of alcoholic beverages, smoking of any substance, possession of any illegal substances or any kind of weapons or firearms anywhere on the campus of Santa Barbara Junior High School is strictly prohibited. Violation of these laws will impose a minimum $500 fine to Licensee and possible cancellation of this rental agreement.

Licensee acknowledges that it has received a copy of the Marjorie Luke Theatre Rate Schedule and Policies and Information established by the Licensor. Said Rate Schedule and Policy Statement, attached, are to be considered a portion of this Agreement, with full force and effect, and Licensee hereby agrees to be bound thereby.

EXECUTED this Monday, March 9, 2009.

[Signature]

LICENSOR (signature)  

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

Name/Title: Joe Sullivan/VP for Business Services 
Representing: SBCC Music Dept. 
Address: 721 Cliff Drive 
City, State, Zip: Santa Barbara, CA 93109 
Phone #: 805-965-0581 x2357 
E-mail: sullivanj@sbcc.edu

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

* CONTACT PERSON (signature)

Name/Title: Dom Camardella/Instructor 
Representing: SBCC Music Dept. 
Address: 721 Cliff Drive 
City, State, Zip: Santa Barbara, CA 93109 
Phone #: 805-698-2796 (cell) 
E-mail: camardella@sbcc.edu

NOTE: Please return smaller seven-page signed contract with initial deposit, plus Certificates of Insurance (if applicable). Keep larger sixteen-page contract for your records, thank you.
OCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SANTA BARBARA COMMUNITY COLLEGE DISTRICT

By signing this contract and returning it to the State, you are agreeing to use the funds identified below to support the Child Care Resource Program and the California School Age Families Education (CalSAFE) program serving infants and toddlers ages birth to three years in accordance with Exhibit B, "2008/09 PROGRAM REQUIREMENTS FOR INFANT AND TODDLER CHILD CARE RESOURCE PROGRAM", (available online at http://www.cde.ca.gov/fg/aa/cd), which are attached and by this reference incorporated into this contract. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

These funds shall not be used for any purpose considered nonreimbursable pursuant to the 2008/09 Program Requirements for Infant and Toddler Child Care Resource Program, the current Child Care and Development Fund Funding Terms and Conditions (FT&Cs) and Title 5, California Code of Regulations.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services Division (CDFS) on Form CDFS-9529 with fiscal quarters ending September 30, December 31, March 31, and June 30. Quarterly reports must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2008 through June 30, 2009 shall be included in their 2008/09 audit due by the 15th day of the fifth month following the end of the contractor's fiscal year or earlier if specified by the CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

Any provision of this contract found to be violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.


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<thead>
<tr>
<th>STATE OF CALIFORNIA</th>
<th>CONTRACTOR</th>
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<tr>
<td>BY (AUTHORIZED SIGNATURE)</td>
<td>BY (AUTHORIZED SIGNATURE)</td>
</tr>
<tr>
<td>PRINTED NAME OF PERSON SIGNING</td>
<td>PRINTED TITLE AND SIGNATION</td>
</tr>
<tr>
<td>Margie Burke, Manager</td>
<td>Vice Pres., Business Svcs</td>
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<tr>
<td>TITLE</td>
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<td>Contracts, Purchasing &amp; Conf Svcs</td>
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<th>FUND TITLE</th>
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<td>0156 FC# 93.575 PC# 000172 13942-6929</td>
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<tr>
<td>SACS: Res-5035 Rev-8290</td>
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</tr>
</tbody>
</table>

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

SIGNATURE OF ACCOUNTING OFFICER

DATE

Item 6.1-g
03/26/09
TRANSIT PASS PROGRAM AGREEMENT

Santa Barbara Metropolitan Transit District
and Santa Barbara City College

This TRANSIT PASS PROGRAM AGREEMENT is entered into by and between the SANTA BARBARA METROPOLITAN TRANSIT DISTRICT (hereinafter "DISTRICT") and the SANTA BARBARA COMMUNITY COLLEGE DISTRICT (hereinafter "SBCC") at Santa Barbara, California, as of the date set forth below.

WHEREAS:

A. SBCC is located in the South Coast of Santa Barbara County; and
B. DISTRICT provides public mass transportation in the South Coast; and
C. It is in the mutual interest of DISTRICT and SBCC and to the benefit of the South Coast of Santa Barbara County that the Parties hereto mutually and cooperatively promote and encourage students attending SBCC to use public transportation; and
D. DISTRICT and SBCC desire to implement a program whereby all registered SBCC students shall be eligible to utilize DISTRICT mass transit services; and
E. SBCC students must approve by a majority vote any transportation fee that may be imposed to support SBCC's public transit expenditures.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. SBCC shall pay to DISTRICT $24.50 per SBCC student for each fall and spring term. The SBCC enrollment figure used to calculate the fee due DISTRICT each term shall be the enrollment figure determined on the official census day of the term.

2. SBCC shall pay DISTRICT $10.50 per SBCC student for the summer term. The SBCC enrollment figure used to calculate the fee due DISTRICT each term shall be the enrollment figure determined on the official census day of the term. The current summer term is six weeks in length. If the length of the summer terms changes, the summer bus pass fee will be adjusted proportionally. The fee is subject to the accelerator provision of this contract below and will reflect a proportional increase with changes to DISTRICT regular adult peak fare.

3. The fees specified above shall be modified only as part of a general rate adjustment by DISTRICT and shall be modified in the same proportion as the change in the regular adult peak fare and shall become effective the term immediately following the general rate adjustment. The fee may be modified...
in this manner up to a maximum of $37.00 per student for the fall and spring terms. An increase beyond these amounts will require another majority vote of SBCC students.

4. If the general rate adjustment by DISTRICT is made after the first day of registration for an upcoming term, DISTRICT fare increase will apply to the following term. It is understood by both parties that programming a fee increase into the student registration system may take time and that SBCC shall be given as much notice as possible about an intended fare increase.

5. It is understood by both parties that all fee-paying students who attend classes on the main campus must participate in this program. There are, however, classifications of students for which SBCC will not pay DISTRICT either because the students do not pay fees to attend the college or they do not attend any classes on the main campus. For purposes of this Agreement, SBCC will pay for registered students that are enrolled in one or more classes and have paid the appropriate fees but shall specifically exclude the following students:
   a. Students enrolled exclusively in distance learning, Internet classes;
   b. High school students enrolled exclusively in SBCC classes taught at high schools;
   c. Students enrolled exclusively in study abroad classes;
   d. Students enrolled exclusively in contract education classes;
   e. Students enrolled exclusively in employee university or employee professional development classes;
   f. SBCC permanent employees who are issued an employee bus pass and are also enrolled in on-campus classes;
   g. Students enrolled exclusively in classes taught at community-based sites;

6. If a classification of students not listed above is established that will not be required to participate in the transit program or pay the transportation fee, SBCC will request DISTRICT’s approval of the classification which will not be unreasonably withheld.

7. Upon boarding any DISTRICT bus in regular transit service - exclusive of the Downtown-Waterfront Shuttle and regional bus lines - DISTRICT shall accept the presentation of a valid SBCC registration card from an SBCC-registered student in lieu of the appropriate public fare during the time period specified below. This privilege shall not apply to those SBCC-registered students identified in Paragraph 5 above. A valid SBCC registration card shall be defined as a registration card used by the student to whom it is issued that has a photo identifying the student and a current semester registration sticker.

8. Payment shall be made by SBCC to DISTRICT each term no later than forty-five (45) days after the final day to drop classes during that term. In the event
of non-payment in the allotted time, a late payment charge of one percent (1%) per month shall be assessed.

9. For the life of this agreement, fall term passes shall be valid seven (7) calendar days before the start of fall classes until seven (7) calendar days before the start of spring classes. Spring term passes shall be valid seven (7) calendar days before the start of spring classes until the last day of final examinations of the spring term. Summer term passes shall be valid seven (7) calendar days before the start of summer classes until the last day of final examinations of the summer term.

10. This agreement shall become effective for the spring term of the 2008/2009 school year and shall continue through the end of the 2013/2014 spring term. If the student transportation fee policy adopted by SBCC to support this agreement is found to be invalid by a court of law, this agreement shall immediately be re-negotiated in an attempt to cure the contractual defect.

11. Either party may, by written notice terminate this agreement whether for convenience or because of the failure of the other party to fulfill the obligations herein. If the agreement is terminated for convenience, the termination date will be at the end of the school term no less than one year after the other party receives written notice. If the agreement is terminated because of the failure of one of the parties to fulfill their obligations, the agreement will continue until the end of the term then in session.

12. It is agreed between the parties hereto that SBCC, its officers, agents and employees shall be free from liabilities and claims for damages and/or claims or suits for or by any reason of death, injury or injuries to any person, or persons or property of any kind whatsoever, resulting from DISTRICT's operation and provision of transportation service. DISTRICT agrees to hereby indemnify, save harmless and defend SBCC, its officers, agents, and employees from all liabilities, charges, expenses (including attorney's fees) and costs on account of or by reason of any death, injury, injuries, damage to property, liabilities, claims, suits or losses occurring as a result of DISTRICT's operation and provision of said transportation services.
IN WITNESS WHEREOF, the undersigned consent to the terms and conditions and have caused this Agreement to be executed.

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT:

[Signature]
Sherrie Fisher, General Manager

3-11-09
Date

SANTA BARBARA COMMUNITY COLLEGE DISTRICT:

[Signature]
Joseph E. Hall, President

March 14, 2009
Date

SANTA BARBARA CITY COLLEGE
MAR 13 2009
BUSINESS SERVICES
Memorandum of Understanding
Between
Allan Hancock Joint Community College District
Region 6 Tech Prep Regional Coordination Project
And
Santa Barbara Community College District

1. Parties: This Memorandum of Understanding (hereafter referred to as MOU) is made and entered into by and between Allan Hancock Joint Community College District/fiscal agent, hereafter referred to as (AHC/fiscal agent), for the South Central Regional Tech Prep Coordination Project hereafter referred to as SCRTPC and Santa Barbara Community College District, hereafter referred to as (SBCCD).

2. Purpose: The purpose of this MOU is to establish the terms and conditions under which SBCCD is a member of the Region 6 SCRTPC and will thereby be able to access funding to carry out the activities listed in item 9 below, and in the work plan as specified in Agreement #CN088310, issued by California Department of Education and awarded to AHC on December 31, 2008 with a term of October 1, 2008 through September 31, 2009. (Agreement attached)

3. Terms of MOU: This MOU is effective as of February 1, 2009 and shall be in full force and effect until the end of the grant period specified above. This MOU may be terminated, without cause, by either party upon thirty days written notice, which shall be delivered to the address listed at the end of this document.

4. Terms and Conditions: SBCCD agrees to abide by the Legal Terms and Conditions contained in the RFA and Agreement #CN088310 for Tech Prep Regional Coordination Project including Exhibit B, D, E, & F.

5. Reporting: SBCCD agrees that AHC shall be responsible, as the lead fiscal agent, for maintaining an account for CDE funds and monitoring and reporting to CDE on the use of such funds. AHC shall require record keeping and quarterly reporting of activities towards attainment of grant objectives. Quarterly reports are due to SCRTPC Grant Coordinator, LeeAnne DelRio, on or before March 30, 2009, June 30 2009, and a final report is due on or before September 30, 2009. With the final report, one set of any materials and/or products that result from the project must be submitted to the Grant Coordinator.

6. Record Retention: SBCCD and AHC shall maintain, on a current basis, complete records, including but not limited to, financial reports, source documents supporting accounting transactions, a general ledger, personnel and payroll records, and related documents and records to assure proper accounting of funds and performance of this contract in accordance with CDE regulations. SBCCD and AHC agree that the CDE, the Bureau of State Audits, and any other
appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

7. **Contact Address:** Any and all notices, writing, correspondences, etc., as required by this MOU shall be directed to **SBCCD** and **AHC** as follows:

   **SBCCD**
   Dr. Jack Friedlander
   Executive V. P.
   721 Cliff Drive
   Santa Barbara, CA 93109
   friendlanderj@sbcc.edu
   (805) 965-0581

   **AHC**
   Allan Hancock College
   LeeAnne DelRio
   Grant Coordinator
   800 So. College Drive
   Santa Maria, CA 93454-6399
   ldelrio@hancockcollege.edu
   (805) 922-6966 x 3902

8. **Responsibilities of SBCCD:** By entering into this MOU, SBCCD agrees to participate in the following activities, as specified in the grant work plan:

   - Attend SCRTPC meetings (on-line and face-to-face) to build productive relationships with regional partners;
   - In coordination with **Center for Excellence**, utilize local/regional labor market information to ensure Tech Prep pathway alignment is responsive to industry/economic needs;
   - Compile a “resource map” for new and existing resources and a database of business & industry partners;
   - With SCRTPC partners, develop a sustainability plan for maintaining community relationships within the selected industry cluster.
   - With SCRTPC partners, develop a plan for informing faculty, counselors, and administrators about Tech Prep Programs of Study and the California Career Pathways project.
   - Compile district “best practices” for SCRTPC website.
   - Arrange field trips for high school and college students and faculty to local business in the selected industry cluster;
   - Participate in the Cal-PASS project and participate in training related to utilizing Cal-PASS as a resource.
   - Encourage Secondary and Postsecondary faculty and counselors in the service area to attend conferences and other professional development activities pertinent to the activities of this grant including: Stipends, transportation, meals, and lodging when appropriate and invoice the AHC/fiscal agent for these costs up to the maximum amount of $13,000 in order to reimbursement the high schools for these activities.
9. Payment: Payment will be provided to SBCCD on a cost reimbursement basis for travel and conference expenses, approved by the SCRTPC Grant Coordinator, for faculty and staff from SBCCD and its local high school partners. Payment is set at the per diem rate specified in CA Short-term Travel Expense Reimbursement Program and listed in Appendix L of the Tech Prep Regional Coordination Project RFA (appendix L attached). Invoices for payment should include a copy(ies) of the check(s) showing payment(s), a copy(ies) of the travel expense form with original receipts, and may include payment for a substitute teacher if needed.

Invoices should be submitted as soon as possible, but no less frequently than quarterly, to the SCRTPC Grant Coordinator. AHC/fiscal agent will pay the invoice within 30 days of receipt.

10. Responsibilities of AHC: By entering into this MOU, AHC, as fiscal agent and coordinator of the SCRTPC, agrees to

- reimburse SBCCD for grant activities up to the maximum amount of $13,000 in order to accomplish the objectives of the grant. AHC will reimburse within 30 days of receipt of invoices and the faculty members' final reports.
- Fund and produce SCRTPC website;
- Coordinate SCRTPC meetings and strategic plan;
- Compile Region 6 “Resource Map” including selected industry cluster contacts, and post on SCRTPC website;
- Coordinate and support meeting and work groups to implement the use of statewide templates for regional articulation agreements, 2+2 non-duplicative sequential programs of study;
- Coordinate and fund partners participation at professional development conferences, travel, hotel, meals, and workshops;
- Fund and coordinate the organization of workshops and fieldtrips to support tech prep programs, students, faculty, and counselors;
- Post on SCRTPC website “Best Practices” 6-year plans;
- Fund subscription to CAPathways website for SCRTPC partners and coordinate communication between SCRTPC, CA Pathways, and Cal-PASS.


A. Amendments: Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU that are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU. Some Amendments may require prior approval of CA Department of Education.
B. **Mutual Hold Harmless Clause:** The undersigned agrees to defend, indemnify and hold harmless the Allan Hancock Joint Community College District, its officers, employees and agents individually and collectively, from any and all injuries, losses or damage, including damage to District property that may result from or arise in any way out of the negligence of the undersigned.

The Allan Hancock Joint Community College District agrees to defend, indemnify and hold harmless the undersigned’s officers, employees and agents from any and all injuries, losses or damage, including damage to the undersigned’s property that may result from or arise in any way out of the negligence of Allan Hancock Joint Community College District.

C. **Termination Clause:** Either party may terminate this agreement at the end of any fiscal year by giving written notice sixty (60) days prior to the end of a fiscal year. Further, either party may terminate this agreement in thirty (30) days if the other party fails to fulfill any of the terms of this agreement. This clause is initiated by written notice that identifies the cause for action and the effective date of termination.

D. **Non-Discrimination Clause:** The undersigned affirms to Allan Hancock Joint Community College District that it shall not discriminate against any person in any aspect of education or employment, on the basis of race, color, ancestry, religion, gender, marital status, national origin, ethnic identification, age, sexual orientation, mental or physical disability, medical condition or status as a Vietnam-era veteran.

In agreement with the terms of this Agreement as set forth in this Memorandum of Understanding, the signatures below will signify approval of this Agreement.

---

**Elizabeth Miller, Ed.D.** 
Associate Superintendent/V.P., Administrative Services  
Allan Hancock Jt Community College District

Joseph Sullivan  
Vice President  
Business Services  
Santa Barbara Community College District

---

**SANTA BARBARA CITY COLLEGE**

**MAR 18 2009**

**BUSINESS SERVICES**
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Re: INTERNAL BUDGET TRANSFERS - FISCAL YEAR 08-09

WHEREAS, the Santa Barbara City College District Board of Trustees adopted a tentative budget for the fiscal year; and

WHEREAS, routine budget transfers between major objects have been requested by department chairs to better meet changing fiscal needs;

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

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<tr>
<th>Description</th>
<th>Fund</th>
<th>Object</th>
<th>Increase</th>
<th>Decrease</th>
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</table>

PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College
District this 26th of March 2009, by the following vote:

Ayes:

Noes:

Absent:

Concur:

Dr. Andreea M. Serban
Superintendent/President and Secretary/
Clerk to the Board of Trustees
RESOLUTION OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Re: Additional Revenue 2008-09

WHEREAS, additional revenue not included in the 2008-09 Adopted Budget has been received and needs to be appropriated, and

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

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

<table>
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<tr>
<th>Program</th>
<th>Fund</th>
<th>Revenue Object</th>
<th>Revenue Amount</th>
<th>Fund Object</th>
<th>Budget Amount</th>
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CARE 12046 EOPS/CARE Grant
12046 700000  $ 2,370
862125  $ 2,370
Budget Revision - Increased due to additional allocation.

Enrollment Growth A.D.N. 12076 Categorical Program Allowances
865000  $ 60,877
12076  $ 60,877
100000  $ 10,556
200000  $ 18,213
300000  $ 3,635
400000  $ 5,640
500000  $ 2,702
600000  $ 20,131
Budget Revision - Increased due to augmentation.

Health Fees 12124 Health Fees
887600  $342,350
12076  $342,350
100000  $ 21,500
200000  $ 21,000
300000  $ (16,694)
400000  $ 24,880
500000  $ 4,300
600000  $ 287,364
Budget Revision - Increased to estimated amount to be received.

Block Grant 12234 Categorical Program Allowances
865000  $ (89,669)
12234  $ (89,669)
700000  $ (89,669)
Budget Revision - Transferred to Instructional Block Grant 41234.

Total New Money
$490,256

PASSED AND ADOPTED BY THE Board of Trustees of the Santa Barbara Community College District on the 26th day of March 2009, by the following vote:

Ayes:

Noes:

Absent:

Concur:

Dr. Andreea Serban
Superintendent/President and Secretary/
Clerk to the Board of Trustees

Item 8.2-b
Page 2 of 2
03/26/09
CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 08 - 09

DATE: July 01, 2008

Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
FT&C Change

CONTRACTOR'S NAME: SANTA BARBARA COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2008 designated as number CCTR-8392, shall be amended in the following particulars but no others:

The 2008/09 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2008/09 amended FT&C Language (Attachment A) which by this reference is incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be $212,930.00. (No change)

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be $34.38. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 6,193.4. (No change)

Minimum Days of Operation (MDO) Requirement shall be 184. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.


STATE OF CALIFORNIA

BY (AUTHORIZED SIGNATURE)

PRINTED NAME OF PERSON SIGNING
Margie Burke, Manager

TITLE Contracts, Purchasing & Conf Svcs

| AMOUNT ENCUMBERED BY THIS DOCUMENT |
| $0 |

| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT |
| $212,930 |

| TOTAL AMOUNT ENCUMBERED TO DATE |
| $212,930 |

CONTRACTOR

BY (AUTHORIZED SIGNATURE)

PRINTED NAME AND TITLE OF PERSON SIGNING
Joseph E. Sullivan
Vice Pres., Business Svcs

ADDRESS

PROGRAM/CATEGORY (CODE AND TITLE)
Child Development Programs

FUND TITLE
General

(OPTIONAL USE) 0656
23254-6929

ITEM 30.10.020.001
6100-196-0001
CHAPTER 268
STATUTE 2008
FISCAL YEAR 2008-2009

OBJECT OF EXPENDITURE (CODE AND TITLE)
702 SACS: Res-6060 Rev-8530

T.B.A. NO.

B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

Department of General Services
use only

Item 6.2-c
Page 1 of 25
3/26/09
CHILD CARE AND DEVELOPMENT
2008/2009 LANGUAGE CHANGES TO
THE FUNDING TERMS AND CONDITIONS (FT&C)

These changes apply to the FT&C for the following contract type: CCTR

Note: The page numbers cited may be a few pages off.

Amend Section I., DEFINITIONS as follows (p.2)

“Adjusted monthly income” means total countable income as ad defined in subdivision (q) below, minus verified child support payments paid by the parent whose child is receiving child development services, excluding the non-countable income listed below:

1. Earnings of a child under age 18 years;
2. Loans;
3. Grants or scholarships to students for educational purposes other than any balance available for living costs;
4. Food stamps or other food assistance;
5. Earned Income Tax Credit or tax refund;
6. GI Bill entitlements, hardship duty pay, hazardous duty pay, hostile fire pay, or imminent danger pay;
7. Adoption assistance payments received pursuant to Welfare and Institutions Code Section 16115 et seq.;
8. Non-cash assistance or gifts;
9. All income of any individual counted in the family size who is collecting federal Supplemental Security Income (SSI) or State Supplemental Program (SP) benefits;
10. Insurance or court settlements including pain and suffering and excluding lost wages and punitive damages;
11. Reimbursements for work-required expenses such as uniforms, mileage, or per diem expenses for food and lodging;
12. Business expenses for self-employed family members;
13. When there is no cash value to the employee, the portion of medical and/or dental insurance documented as paid by the employer and included in gross pay; and

1/30/2009
14. Disaster relief grants or payments, except any portion for rental assistance or unemployment.

"Earned" (for Alternative Payment programs) means net reimbursable program costs consisting of direct payments to providers, which includes family fees for certified children and interest earned on advanced contract funds if the interest is spent on reimbursable costs for additional services, plus actual and allowable reimbursable administrative (limited to 15 percent) and support services costs of which combined cannot exceed 23.4567 of the total contract amount.

"Earned" (for Alternative Payment programs) means reimbursement shall include the cost of child care paid to child care providers plus the actual administrative and support services cost of the alternative payment program. The total cost for administration and support services shall not exceed an amount equal to 19 percent (19%) of the total contract amount. The administrative costs shall not exceed the cost allowable for administration under federal requirements.

"Family" means the parent and the children for whom the parents are responsible, who comprise the household in which the child receiving services is living. For purposes of income eligibility and family fee determination, when a child and his or her siblings are living in a family that does not include their biological or adoptive parent, "family" shall be considered the child and related siblings.

"Income fluctuation" means income that varies due to:

1. Migrant, agricultural, or seasonal work;
2. Intermittent earnings or income; bonuses, commissions; lottery winnings; inheritance; back child support payment; or net proceeds from the sale of real property or stock;
3. Unpredictable days and hours of employment, overtime, or self-employment.

Amend Section I.A, Child Care and Development Center-Based Program Requirements, General Requirements as follows (p. 53):

I. ELIGIBILITY AND NEED CRITERIA AND DOCUMENTATION

A. General Requirements

To receive subsidized child care and development services, families shall meet eligibility and need criteria as specified in Sections II.B and II.C below. In addition to meeting eligibility and need requirements, to be eligible for services the child's parent(s) must in the State of California. Evidence of a street address or post office address in California will be sufficient to establish residency. A person identified as homeless pursuant to Section I, Definition of
“Homeless” is exempted from this requirement and shall submit a
declaration of intent to reside in California.

The governing board of a school district, community college district,
or a county superintendent of schools may accommodate children
residing outside the district boundaries in accordance with
Education Code 8322(a). The determination of eligibility shall be
without regard to the immigration status of the child or the child’s
parent(s) unless the child or the child’s parent(s) is under a final
order of deportation from the United States Department of Justice.

Children who have reached their thirteenth (13th) birthday are
ineligible for subsidized services except those children with
exceptional needs may be served to age twenty-one (21). Children
with exceptional needs shall also meet the criteria for that age
group specified in Education Code Section 56026 and California
Code of Regulations, Title 5, sections 3030 and 3031.

Amend Section I.B, Child Care and Development Center-Based Program
Requirements, Eligibility Criteria as follows (p. 52):

B. Eligibility Criteria

Eligibility shall be established by 1, 2, 3 or 4 below:

1. Family is a public assistance recipient
2. Family is income eligible. When the number of family
members and the amount of family income have been
determined, eligibility may be established by reference to the
family fee schedule

Note that in cases where the child is living with a custodial
adult or guardian, income is typically computed on the basis
of “family of one” (see Section I.G, Determination of Family
Size) in determining income eligibility and fee assessment.

3. The family is homeless
4. The family has a child who is at risk of abuse, neglect, or
exploitation, or receiving child protective services through
the county welfare department.

Amend Section I.C, Child Care and Development Center-Based Program
Requirements, Need Criteria as follows (p. 54):

C. Need Criteria

Need shall be established by 1 or 2 below as follows:
1. Child protective services or at risk of abuse, neglect, or exploitation as defined in the Definitions Section.

2. The parent(s) (including custodial adults and guardians) and any other adult counted in the family size are any of the following:
   a. Employed — If the parent (or other adult counted in the family size) works in the home, the nature of the work must preclude the supervision of the family's children. Family child care providers are not eligible for subsidized services because their work does not preclude the supervision of their own children. However, the children of family child care providers may be served in the state Preschool program or if need as specified in this section is based on the child's need.

   b. Seeking employment — The family's period of eligibility for this purpose is limited to sixty (60) working days during the fiscal year. Service is limited to an average not to exceed five (5) days per week for an average of less than six and one-half (6.5) hours per day. (Note that "working days" applies to days the family receives subsidized services.) The limitation for families participating in CalWORKs shall be in accordance with the approved welfare-to-work plan.

   c. Participating in a job-vocational training vocational training and education program leading directly to a recognized trade, paraprofession or profession. The vocational training plan shall be reviewed by the contractor at the beginning of each semester or quarter to determine that progress is being made toward the vocational goal specified in the certification and eligibility documents. (See Section 1.K1-5 below for additional documentation requirements)

   d. Family is homeless and seeking permanent housing for family stability.

   e. Incapacitated.

3. Subsidized child care and development services shall only be available to the extent to which:
   a. The parent meets a need criterion as specified in Section C. 2 above that precludes the provision of
care and supervision of the family’s child for some of the day;

b. There is no parent in the family capable of providing care for the family’s child during the time care is requested; and

c. Supervision of the family’s child is not otherwise being provided by school or another person or entity.

Amend Section I.E, Child Care and Development Center-Based Program Requirements, Contents of Family Data File as follows (p. 55):

E. Contents of Family Data File

1. Contractors shall establish and maintain a family data file for each family receiving child care and development services.

2. The family data file shall contain a completed and signed application for services and the following records as applicable to determine eligibility and need in accordance with Sections I.A, 1.B, and 1.C above:

   a. Documentation of income eligibility, including an income calculation worksheet;

   b. Documentation of employment

   c. Documentation of seeking employment;

   d. Documentation of training;

   e. Documentation of parental incapacity;

   f. Documentation of child’s exceptional needs;

   g. Documentation of homelessness;

   h. Documentation of seeking permanent housing for family stability;

   i. Written referral from a legally qualified professional from a legal, medical, or social services agency, or emergency shelter for children at risk of abuse, neglect or exploitation;

   j. Written referral from a county welfare department, child welfare services worker, certifying that the child is receiving protective services and the family requires child care and development services as part of the service case plan;
k. For parents receiving cash assistance, documentation regarding the approved welfare to work plan or activity that may include documentation of days and hours of need.

k. If the parent of the child was on cash assistance, the date the parental cash aid was terminated.

3. A signed Child Care Data Collection Privacy Notice and Consent Form CD 9600A (Rev. 01/04) shall be included.

4. Notice of Action, Application for Services and/or Recipient of Services shall be included.

5. The family data file shall contain all child health and current emergency information required by California Code of Regulations, Title 22, Social Security, Division 12, Community Care Facilities Licensing Regulations with the following exception. Immunization records are not required to be in the family data file for children attending a public or private elementary school or for children receiving care in licensed facilities and reimbursed pursuant to Education Code sections 8220 and 8350.

Amend Section I.F, Child Care and Development Center-Based Program Requirements, Application for Services as follows (p. 56):

F. Application for Services

The application for services shall contain the following information:

1. The parent's(s') full name(s), address(es) and telephone number(s)

2. The names and birth dates of all children under the age of eighteen (18) in the family, whether or not they are served by the program

3. The number of hours of care needed each day for each child

4. The names of other family members in the household related by blood, marriage or adoption

5. The reason for needing child care and development services as specified in Section I.C above

6. Employment or training information for parent(s) including name and address of employer(s) or training institution(s) and days and hours of employment or training, if applicable

7. Eligibility status as specified in Section I.B above

8. Family size and income, if applicable
9.8. The parent's signature and date of the signature

40.9. The signature of the contractor's authorized representative certifying the eligibility

Amend Section I.K, Child Care and Development Center-Based Program Requirements, Documentation of Employment as follows (p. 61):

K. Documentation of Employment

If the basis of need as specified in Section I.C above is employment of the parent(s), the family data file shall contain documentation of the parent(s) employment shall include the days and hours of employment. The documentation of employment shall consist of one of the following:

1. If the parent has an employer, the documentation of need based on employment shall consist of one of the following:

a. The pay stubs provided to determine income eligibility that indicate the days and hours of employment;

b. When the provided pay stubs do not indicate the days and hours of employment, the contractor shall verify the days and hours of employment by doing one of the following:

1. Secure an independent written statement from the employer;

2. Telephone the employer and maintain a record;

3. If the provided pay stubs indicate the total hours of employment per pay period and if the contractor is satisfied that the pay stubs have been issued by the employer, specify on the application for services the days and hours of employment to correlate with the total hours of employment and the parent's need;

4. If the variability of the parent's employment is unpredictable and precludes the contractor from verifying specific days and hours of employment or work week cycles, specify on the application for services that the parent is authorized for a variable schedule for the actual hours worked, identifying the maximum number of hours of need based on the week with the greatest number of hours within the
preceding four weeks and the verification pursuant to Sections 2, a. 1, 2, or 3 above. Until such time as the employment pattern becomes predictable, need for services shall be updated at least every four months and shall be based on the requirements of Section 2 above and the child care services utilized;

5. If the employer refuses or is non-responsive in providing the requested information, record the contractor's attempts to contact the employer, and specify and attest on the application for services to the reasonableness of the days and hours of employment based on the description of the employment and community practice; or

6. If the parent asserts in a declaration signed under penalty of perjury that a request for employer documentation would adversely affect the parent's employment, on the application for services:

   i. Attest to the reasonableness of the parent's assertion; and

   ii. Specify and attest to the reasonableness of the days and hours of employment based on the description of the employment and community practice.

c. When the employed parent does not have pay stubs or other record of wages from the employer and has provided a self-certification of income, as defined in Section 1, Definitions, the contractor shall assess the reasonableness of the days and hours of employment, based on the description of the employment and the documentation provided pursuant to Section H.1.c. above, and authorize only the time determined to be reasonable.

2. If the parent is self-employed, the documentation of need based on employment shall consist of the following:

   a. Parent provided information that includes:

      1. A declaration of need under penalty of perjury that includes a description of the employment
and an estimate of the days and hours worked per week:

2. To demonstrate the days and hours worked, a copy of one or more of the following: appointment logs, client receipts, job logs, mileage logs, a list of clients with contact information, or similar records; and

3. As applicable, a copy of a business license, a workspace lease, or a workspace rental agreement.

b. A statement by the contractor assessing the reasonableness of the total number of days and hours requested per week based on the description of the employment and the documentation provided pursuant to this section and Section H above. If the parent has unpredictable hours of employment, the contractor shall authorize the parent for a variable schedule not to exceed the number of hours determined to be needed per week. Need for services for unpredictable hours shall be updated at least every four months and shall be based on the requirements of Section K. 3. above. If the contractor has been unable to verify need based on the documentation provided, the contractor shall take additional action to verify self-employment that includes any one or more of the following:

1. If the self-employment occurs in a rented space, contacting the parent’s lessor or other person holding the right of possession to verify the parent’s renting of the space;

2. If the self-employment occurs in variable locations, independently verifying this information by contacting one or more clients whose names and contact information have been voluntarily provided by the parent; or

3. Making other reasonable contacts or requests to determine the amount of time for self-employment.

c. If the contractor is unable to make a reasonable assessment of the hours needed for self-employment after attempting to verify such hours and documenting the attempts, the contractor may divide the parent’s
self-employment income, as defined in Section I, Definitions, by the applicable minimum wage. The resulting quotient shall be the maximum hours needed for employment per month.

3. For the instances identified in Section K.2.b. 1 through 5 and K. 3 above, the parent shall provide a release to enable the contractor to obtain the information it deems necessary to support the parent’s asserted days and hours worked per week.

4. If additional services are requested for travel time or sleep time to support employment, the contractor shall determine, as applicable, the time authorized for:
   a. Travel to and from the location at which services are provided and the place of employment, not to exceed half of the daily hours authorized for employment to a maximum of four hours per day; or
   b. Sleep, if the parent is employed anytime between 10:00 p.m. and 6:00 a.m., not to exceed the number of hours authorized for employment and travel between those hours.

1. Statement of wages which is attached to the check
2. A written statement from the employer
3. Documented telephone verification between the contractor’s staff and the employer

Add Section I.L, Child Care and Development Center-Based Program Requirements, Documentation of Employment in the Home or a Licensed Family Day Care Home as follows (p. 61):

1. Documentation of Employment in the Home or a Licensed Family Day Care Home

   The requirements of this section are in addition to those stated in Section K above.

   If the parent’s employment is in the family’s home or on property that includes the family’s home, the parent must provide justification for requesting subsidized child care and development services based on the type of work being done and its requirements, the age of the family’s child for whom services are sought, and, if the child is more than five years old, the specific child care needs. The contractor shall determine and document whether the parent’s employment and the identified child care needs preclude the
supervision of the family's child.

If the parent is a licensed family day care home provider pursuant to Health and Safety Code Section 1596.78 or an individual license-exempt provider pursuant to Health and Safety Code Section 1596.792, subdivisions (d) or (f), the parent is not eligible for subsidized services during the parent's business hours because the parent's employment does not preclude the supervision of the family's child.

If the parent is employed as an assistant in a licensed large family day care home, pursuant to Health and Safety Code Section 1596.78(b), and is requesting services for the family's child in the same family day care home, the parent shall provide documentation that substantiates all of the following:

1. A copy of the family day care home license indicating it is licensed as a large family day care home;

2. A signed statement from the licensee stating that the parent is the assistant, pursuant to the staffing ratio requirement of California Code of Regulations, Title 22, Section 102416.5(c);

3. Proof that the parent's fingerprints are associated with that licensed family day care home as its assistant, which the contractor may verify with the local community care licensing office; and

4. Payroll deductions withheld for the assistant by the licensee, which may be a pay stub.

Add Section I.M. Child Care and Development Center-Based Program Requirements, Documentation of Seeking Employment; Service Limitations as follows (p. 62):

M. Documentation of Seeking Employment; Service Limitations

1. If the basis of need as stated on the application for services is seeking employment, the parent's period of eligibility for child care and development services is limited to 60 working days during the contract period, except as specified in Sections 4 and 5 below. Services shall occur on no more than five days per week and for less than 30 hours per week. The period of eligibility shall start on the day authorized by the contractor and extend for consecutive working days.

2. Documentation of seeking employment shall include a written parental declaration signed under penalty of perjury stating that the parent is seeking employment. The
declaration shall include the parent's plan to secure, change, or increase employment and shall identify a general description of when services will be necessary.

3. The contractor shall determine the number of working days available for seeking employment and the child care schedule, which may be a variable schedule, based on the documentation. During the period of authorization and if necessary to verify need, the contractor may request that the parent provide, no more than once a week, a description of the activities he or she has undertaken during the previous week to seek employment and, as appropriate, may require additional documentation.

4. If the Governor declares a state of emergency and if the factual basis for the Governor's declaration indicate that opportunities for employment have temporarily diminished to such a degree that parents cannot be reasonably expected to find employment within 60 working days of diligent searching, the State Superintendent of Public Instruction (SSPI) may investigate to determine whether the 60-working-days limitation described in paragraph (a) should be suspended. If the SSPI determines that it is in the public interest to do so, he or she may, by order, suspend the 60-working-days limitation on eligibility during the period of the emergency or for a lesser time. The scope of the suspension, including the geographic areas and the persons affected, and its duration, shall be no more than necessary to respond to the emergency as determined in the SSPI's investigation, and shall be specifically described in the SSPI's order. If a parent's services for seeking employment were exhausted after an emergency was declared and before the SSPI suspends the eligibility limitation, the contractor may re-authorize services for seeking employment in accordance with the conditions specified in the SSPI's order.

5. If the parent has concurrently received services based on employment or vocational training for at least 20 working days while receiving services for seeking employment, eligibility for seeking employment may be extended for an additional 20 working days. For such a parent, services for this purpose shall not exceed 80 working days during the contract period.

6. If services for this purpose are discontinued, the number of working days remaining in the period of eligibility shall be available for a subsequent period of eligibility during the
contract period.

7. As used in this section, the working days used to determine the period of eligibility shall include the consecutive Mondays through Fridays, excluding any federal holidays.

Amend Section 1.0, Child Care and Development Center-Based Program Requirements, Documentation of Training toward Vocational Goals; Service Limitations as follows (p. 63):

L-N. Documentation of Vocational-Training toward Vocational Goals; Service Limitations

1. If the basis of need on the application for services is as specified in Section 1.0 above is vocational training leading to a recognized trade, paraprofession, or profession, child care and development services shall be limited, except as provided in Section 12, below, to whichever expires first the documentation in the family data file shall include:

   a. Six years from the initiation of services pursuant to this section; or

   b. Twenty four semester units, or its equivalent, after the attainment of a Bachelor's Degree.

2. The parent shall provide documentation of the days and hours of vocational training to include:

   a. A statement of the parent's vocational goal;

   b. The name of the training institution that is providing the vocational training;

   c. The dates that current quarter, semester, or training period, as applicable, will begin and end;

   d. A current class schedule that is either an electronic print-out from the training institution of the parent's current class schedule or, if unavailable, a document that includes all of the following:

      1. The classes in which the parent is currently enrolled;

      2. The days of the week and times of day of the classes; and

      3. The signature or stamp of the training institution's registrar.
e. The anticipated completion date of all required training activities to meet the vocational goal; and

f. Upon completion of a quarter, semester, or training period, as applicable, a report card, a transcript, or, if the training institution does not use formal letter grades, other records to document that the parent is making progress toward the attainment of the vocational goal in accordance with Section 6 below.

3. A parent shall report any change in his or her class schedule related to the days and times of any class, including a withdrawal from a class, within five calendar days of requesting the change from the institution.

4. Services may be provided for classes related to the General Education Development (GED) test or English language acquisition if such courses support the attainment of the parent’s vocational goal.

5. On-line or televised instructional classes that are unit bearing classes from an accredited training institution shall be counted as class time at one hour a week for each unit. The parent shall provide a copy of the syllabus or other class documentation and, as applicable, the Web address of the on-line program. The accrediting body of the training institution shall be among those recognized by the United States Department of Education.

6. Continuation of services based on training is contingent upon making adequate progress. To make progress each quarter, semester, or training period, as applicable, the parent shall, in the college classes, technical school, or apprenticeship for which subsidized care is provided:

a. In a graded program, earn a 2.0 grade point average; or

b. In a non-graded program, pass the program’s requirements in at least 50 percent of the classes or meet the training institution’s standard for making adequate progress.

7. The first time the parent does not meet the condition in Section 6 above, the parent may continue to receive services for one additional quarter, semester, or training period, as applicable, to improve the parent’s progress. At the conclusion of that session, the parent shall, in the classes for which subsidized care was provided, have made
adequate progress pursuant to Section 6. above. If the parent has not made adequate progress pursuant to Section 6. above, services for this purpose shall be:

a. Terminated; and

b. Available to the parent, to the extent provided by Section 1. above, after six months from the date of termination.

8. No later than ten calendar days after the training institution's release of progress reports for the quarter, semester, or vocational training period, as applicable, the parent shall provide the contractor with a copy of the parent's official progress report. As it deems appropriate, the contractor may require the parent to:

a. Have an official copy of a progress report sent directly from the training institution to the contractor; or

b. Provide a release, as may be required by the training institution, to enable the contractor to verify the parent's progress with the institution.

9. A parent may change his or her vocational goal, but services shall be limited to the time or units remaining from the initiation of the provision of services for vocational training as specified in Section 1. above.

10. The contractor shall determine the days and hours needed per week, and whether the parent is making progress, based on the documentation. The contractor may request that the parent provide a publication from the training institution describing the classes required to complete the parent's vocational goal.

11. If additional services are requested for study time or travel time to support the vocational training, the contractor shall determine, as appropriate, the amount of services needed for:

a. Travel to and from the location at which services are provided and the training location, not to exceed half of the weekly hours authorized for training to a maximum of four hours per day; or

b. Study time, including study time for on-line and televised instructional classes, according to the following:
1. Two hours per week per academic unit in which the parent is enrolled;

2. On a case-by-case basis and as may be confirmed with the class instructor, additional time not to exceed one hour per week per academic unit in which the parent is enrolled; and

3. On a case-by-case basis, no more than the number of class hours per week for non-academic or non-unit bearing training.

12. The service limitations specified in Section 1, above shall not apply to a parent who demonstrates he or she is:

a. As of June 27, 2008, receiving services for vocational training and has attained a Bachelor's Degree;

b. Receiving services from a program operating pursuant to Education Code Section 66060;

c. Attending vocational training when the parent has been deemed eligible for rehabilitation services by the California Department of Rehabilitation; or

d. Attending retraining services available through the Employment Development Department of the State or its contractors due to a business closure or mass layoff.

1. Name of the school or organization where training is received
2. Dates that current training activities will begin and end
3. A statement of the parent’s(e)’s vocational training goal(s)
4. The anticipated completion date(s) of all required training activities to meet the vocational goal
5. Class schedule which includes:
6. The courses that the parent is currently enrolled in
7. Day(s) of the week and time(s) of day of the courses
8. Signature of parent along with the date the application was signed
9. Signature or stamp of the training institution’s registrar
10. Report cards, transcripts or other records to document that the parent is making progress toward the attainment of the vocational goal in accordance with Section 1.K.3 above
Amend Section I.O, Child Care and Development Center-Based Program Requirements, Documentation of Parental Incapacity; Service Limitations as follows (p. 63):

**M.O. Documentation of Parental Incapacity; Service Limitations.**

1. **If the basis of need as stated on the application for services is parental incapacity, child care and development services shall not exceed 50 hours per week.**

2. **Documentation shall include a release signed by the incapacitated parent authorizing a legally qualified health professional to disclose information necessary to establish that the parent meets the definition of incapacity, pursuant to Section 1, Definitions, and needs services.**

3. **The documentation of incapacitation provided by the legally qualified health professional shall include:**
   a. **A statement that the parent is incapacitated, that the parent is incapable of providing care and supervision for the child for part of the day, and, if the parent is physically incapacitated, that identifies the extent to which the parent is incapable of providing care and supervision.**
   b. **The days and hours per week that services are recommended to accommodate the incapacitation, taking into account the age of the child and the care needs. This may include time for the parent's regularly scheduled medical or mental health appointments.**
   c. **The probable duration of the incapacitation; and**
   d. **The name, business address, telephone number, professional license number, and signature of the legally qualified health professional who is rendering the opinion of incapacitation and, if applicable, the name of the health organization with which the professional is associated.**

4. **The contractor may contact the legally qualified health professional for verification, clarification, or completion of the provided statement.**

5. **The contractor shall determine the days and hours of service based on the recommendation of the health professional and consistent with the provisions of this article.**
If the basis of need as specified in Section I.C above is parental incapacity, the family data file shall contain documentation of the parent's(s') incapacitation provided by a legally qualified professional. The documentation of incapacitation shall include:

1. A description of the nature of the incapacitation
2. The probable duration of the incapacitation
3. A statement that the parent's(s') incapacitation prevents the parent(s) from caring for the child for some part of the day
4. The number of hours that child care is needed each day because of the incapacitation
5. The name, address, telephone number and signature of the legally qualified professional who is rendering the opinion of incapacitation

Amend Section I.Q, Child Care and Development Center-Based Program Requirements, Documentation of Homelessness as follows (p. 63):

O-Q. Documentation of Homelessness

If the basis of eligibility as specified in Section I.B above specified in EC Section 8263(a)(1) is homelessness, the family data file shall include documentation of homelessness. The documentation of homelessness shall include:

1. A written referral from an emergency shelter or other legal, medical or social service agency; or
2. A written parental declaration that the family is homeless and a statement describing the family's current living situation.

Amend Section I.R, Child Care and Development Center-Based Program Requirements, Documentation of Seeking Permanent Housing; Service Limitations as follows (p. 63):

P.R. Documentation of Seeking Permanent Housing; Service Limitations

1. If the basis of need as stated on the application for services specified in Section I.C above is seeking permanent housing for family stability, the parent's of eligibility for child care and development services is limited to 60-working-days during the contract period, except as specified below. Services shall occur on no more than five days per week and for less than 30 hours per week. The period of eligibility shall start on the day authorized by the contractor and extend for consecutive working days. The family data file shall include documentation of homelessness as specified in Section I.N. above and a written parental declaration that the family is seeking permanent housing and needs child care and development services while seeking permanent housing.
2. Documentation of seeking permanent housing shall include a written parental declaration signed under penalty of perjury that the family is seeking permanent housing. The declaration shall include the parent’s search plan to secure a fixed, regular, and adequate residence and shall identify a general description of when services will be necessary. If the family is residing in a shelter, services may also be provided while the parent attends appointments or activities necessary to comply with the shelter participation requirements.

3. The contractor shall determine the number of weeks available for seeking permanent housing and the child care schedule, which may be a variable schedule, based on the documentation. During the period of authorization and if necessary to verify need, the contractor may request that the parent provide, no more than once a week, either a declaration signed under penalty of perjury describing the activities the parent has undertaken during the previous week to seek permanent housing or a signed statement from the shelter, transitional housing agency, or homeless support program regarding the parent’s search progress to date.

4. If the parent does not expect to secure housing prior to the end of the eligibility period:
   a. The parent may request an extension in a declaration of need signed under penalty of perjury that includes an update of the parent’s search plan and either a description of the activities undertaken during the previous week to seek permanent housing or a signed statement from the shelter, transitional housing agency, or homeless support program indicating the parent’s continued need for services; and
   b. The contractor may authorize an extension of search eligibility for up to 20 additional working days.

5. If services for this purpose are discontinued, the number of working days remaining in the period of eligibility shall be available for a subsequent period of eligibility during the contract period.

6. As used in this section, the working days used to determine the period of eligibility shall include the consecutive Mondays through Fridays, excluding any federal holidays.
II. LIMITED TERM SERVICE LEAVE REQUIREMENTS

A. If the family will temporarily not have a need for subsidized child care and development services as specified in Section I.C above, the contractor may grant the family a limited term service leave. Reasons for a limited term service leave shall include medical leave and family leave, and may include, but are not limited to, break in employment, school break, the child's visit with the non-custodial parent that is not ordered by the court, or family vacation in excess of best interest days as specified in Section VI. D. Family leave means a leave:

1. For the birth and care of the newborn child of the parent,
2. For placement with the parent of a child for adoption or foster care, and
3. To care for the parent's child, spouse, or parent who has a health condition.

B. If the contractor offers limited term service leaves, the contractor:

1. Shall provide equal access to limited term service leaves; and
2. May set a limit on the number of leaves to be granted in a contract year based on an assessment of contract resources pursuant to California Code of Regulations, Title 5, Section 18054.

C. If the contractor grants a limited term service leave:

1. The family shall not be disenrolled from the program;
2. The service agreement with the parent shall indicate that no services will be provided during the limited term service leave; and
3. The contractor shall not report the child as enrolled nor claim reimbursement from the California Department of Education while the child is on a limited term service leave.

D. A limited term service leave shall not exceed 12 consecutive weeks in duration, except as specified in Sections E and F below.

E. A limited term service leave from employment or training shall not exceed 16 consecutive weeks in duration if the leave is for:
1. A medical or family leave; or

2. A period when the vocational training program is not in spring, fall, or winter sessions.

F. A limited term service leave may be granted for any portion of the contract period in which a child is attending an After School Education and Safety Program, pursuant to Education Code Sections 8482 et seq., or a federal 21st Century Community Learning Centers program, as referenced in Education Code Sections 8484.7 et seq.

If the contractor grants a limited term service leave:

A. The family shall not be disenrolled from the program;

B. The service agreement with the parent shall indicate that no services will be provided during the limited term service leave; and

C. The contractor shall not report the child as enrolled nor claim reimbursement from the CDE while the child is on a limited term service leave.

A limited term service leave shall not exceed twelve (12) consecutive weeks in duration except when the parent is on a maternity or a medically related absence from their employment or training. Maternity or medical limited term service leaves shall not exceed sixteen (16) consecutive weeks in duration.

If the contractor grants limited term service leaves, the contractor shall establish and implement a policy regarding the criteria for approval of requests for limited term service leaves.

Amend Section II.A, Child Care and Development Center-Based Program Requirements, Admission Priorities, Waiting List and Displacement requirements as follows (p. 65):

B. Admission Priorities, Waiting List and Displacement

First Priority: Families whose children are receiving child protective services or families whose children are at risk of being neglected, abused, or exploited shall be admitted first. Within this priority, children receiving protective services through the local county welfare department shall be admitted first.

Second Priority: All children and families who are not within the first priority for admission shall be admitted in accordance with family income, with the lowest per capita income (income ranking) admitted first. For purposes of determining the order of admission, public assistance grants are counted as income ranking. When two
(2) or more families have the same income the family that has a 
child with exceptional needs shall be admitted first. If there is no 
family of the same income ranking with a child with exceptional 
needs, the same priority family with the same income ranking that 
has been on the waiting list the longest shall be admitted first.

When not all of the children in a family are certified based on child 
protective services, the other children or the parents in the family 
must meet both eligibility and need criteria as specified in sections 
I.B and I.C above prior to enrollment and shall be admitted in 
accordance with priorities specified above.

Except for situations where not all of the children in a family are 
certified based on child protective services, a family that has a child 
or children enrolled in a program shall be allowed to enroll 
additional children provided there exists an appropriate program 
opening such as infant care or services to school age care children 
in which to enroll the child.

Contractors shall not deny service to nor assign a lower priority to a 
family that needs less than full-time services.

Contractors shall participate in and use the county centralized 
eligibility list in accordance with admission priorities. Contractors 
shall contact applicants in order of priority from the centralized 
eligibility list as vacancies occur.

A contractor operating a campus child care and development 
program pursuant to Education Code Section 66080, migrant child 
care and development program operating on a seasonal basis 
pursuant to EC 8230, or a program serving severely disabled 
children pursuant to subdivision (d) of EC section 8250 may utilize 
a waiting list developed at its local site to fill vacancies of its specific 
population in accordance with admission priorities. Campus child 
care and development program contractors described in this 
paragraph shall submit information to the centralized eligibility list 
administrator, on any parent seeking subsidized child care for 
whom the program is not able to provide child care and 
development services.

Housing and Community Development Child Care and 
Development Programs: If the face sheet of this agreement 
specifies an amount for Housing and Community Development, 
expanded services shall be provided in accordance with the 
following priorities.
First priority for subsidized services shall be given to residents with children occupying assisted units (as defined in California Code of Regulations, Title 25, Housing and Community Development, Section 8111 and identified in the Family Housing Demonstration Program Regulatory Agreement) within the housing development who meet eligibility and need requirements specified in sections I.A, I.B and I.C above. Within this priority, the families with the lowest per capita income shall be admitted first. If more than one family meets this criterion, the family that has a child with exceptional needs shall be admitted first. If none of the families has a child with exceptional needs, the family that has been on the waiting list for the longest time shall be admitted first.

Second priority for subsidized services will be given to other residents of the housing development not residing in assisted units who need child care and met the need and eligibility requirements specified in sections I.A, I.B, and I.C above. Within the second priority, families with the lowest per capita income shall be admitted first.

Third priority for subsidized services will be given to families residing outside of the housing development. Within this priority, the families with the lowest per capita income shall be admitted first.

Families whose children are receiving child protective services or families whose children are at risk of being neglected, abused, or exploited do not have priority in Housing and Community Development child care and development programs.

In accordance with Education Code Section 8263(b) (3), the CDE may grant a waiver to the priorities specified above in order for the contractor to serve specific populations. Requests may not include waiver of the fee schedule or admission of ineligible families. Waiver requests shall be submitted to the CDD and approved prior to implementation.

If it is necessary to displace families, families shall be displaced in reverse order of admission priorities.

Amend Table of Contents, Child Care and Development Center-Based Program Requirements, Section I, Eligibility and Need Criteria and Documentation as follows (p. iii):

L. Documentation of Employment in the Home or a Licensed Family Day Care Home

M. Documentation of Seeking Employment; Service Limitations
L.N. Documentation of Vocational Training toward Vocational Goals; Service Limitations

M.O. Documentation of Parental Incapacity; Service Limitations

N.P. Documentation of Child’s Exceptional Need

Q.Q. Documentation of Homelessness

P.R. Documentation of Seeking Permanent Housing; Service Limitations

Q.S. Documentation of Child Protective Services

R.T. Documentation of At Risk of Abuse, Neglect, or Exploitation

S.U. Updating the Application

T.V. Recertification

Revise the Table of Contents, Child Care and Development Center-Based Program Requirements, Section I, Eligibility and Need Criteria and Documentation as follows (p. iii):

L. Documentation of Employment in the Home or a Licensed Family Day Care Home

M. Documentation of Seeking Employment; Services Limitations

N. Documentation of Training towards Vocational Goals; Service Limitations

O. Documentations of Parental Incapacity; Service Limitations

P. Documentation of Child’s Exceptional Needs

Q. Documentation of Homelessness

R. Documentation of Seeking Permanent Housing; Service Limitation

S. Documentation of Child Protective Services

T. Documentation of At Risk of Abuse, Neglect or Exploitation

U. Updating the Application

V. Recertification
RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2008-09.

____________________________________________________

RESOLUTION

BE IT RESOLVED that the Governing Board of the Santa Barbara Community College District authorizes entering into local agreement number/s CCTR-8392, and that the person/s who is/are listed below is/are authorized to sign the transaction for the Governing Board.

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>SIGNATURE</th>
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<tbody>
<tr>
<td>Joseph E. Sullivan</td>
<td>Vice Pres., Business Svcs</td>
<td>[Signature]</td>
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</table>

PASSED AND ADOPTED THIS 26th day of March 2009 by the Governing Board of the Santa Barbara Community College District of Santa Barbara County, California.

I, Andreea Serban, Clerk of the Governing Board of the Santa Barbara Community College District of Santa Barbara County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting, and the resolution is on file in the office of said Board.

(Secretary/Clerk's signature) (Date)