Santa Barbara Community College District  
Board of Trustees Study Session  
July 23, 2009

California Resident Full-time Equivalent Students (FTES) Reported on July 15, 2009 (Annual Apportionment Report) and Implications for SBCC 2008-09 and 2009-10 Funding

- At the time P2 was certified on June 25, 2009, the available growth funding for SBCC for 2008-09 was $1,569,664, higher than the growth funding allocated to SBCC after the first State analysis of the FTES reported at P2, which was $1,522,218. Nevertheless, the allowable growth funding for SBCC started at $1,740,041 as of P1 (January 15, 2009). The allowable growth rate has been reduced to 2.32% as of June 25, 2009 compared to 2.49% at P1. Growth funding is due to growth in California resident FTES. The decline in allowable growth funding available is because of 1) higher than anticipated growth of the system as a whole and 2) deficited funding due to lower than projected property taxes.

- Based on actual and estimated FTES, we reported an annualized figure for 2008-09 of 13,598.35 credit resident FTES, 1,563.07 regular non-credit FTES and 935.89 enhanced non-credit. This represents an increase of 375.17 (2.84%) credit resident FTES compared to the 2007-08 base, a decrease of 79.5 (-4.84%) for regular non-credit FTES and an increase of 32.29 (3.57%) enhanced non-credit FTES.

- The total resident FTES reported – 16,097.31 – represents an increase of 327.96 (2.08%) compared to the total base for 2007-08.

- Based on the reported FTES, we have generated $1,598,726.65 in growth funding, which is $29,062.65 above the allowable growth funding.

- The credit division generated sufficient FTES to re-pay the Summer 2008 FTES used to achieve the allowable growth in 2007-08 and no additional Summer 2009 FTES were needed to capture all allowable growth for 2008-09.

- Since there is no growth funding in 2009-10, the College needs to maintain its base. In the event that the workload reduction for 2009-10 will be put into the effect, the number of sections offered in 2009-10 will be reduced accordingly.
### Annual Apportionment Report

#### Summary of FTES Reported

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<thead>
<tr>
<th></th>
<th>Noncredit</th>
<th>Total CA Resident FTES</th>
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<td></td>
<td>Credit</td>
<td>Enhanced</td>
</tr>
<tr>
<td>15-Jul-09</td>
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<table>
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<tr>
<th></th>
<th>Enhanced</th>
<th>Total</th>
<th>FTES</th>
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<tbody>
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<td>Potential Growth FTES</td>
<td>306.78</td>
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<td>327.74</td>
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<td>SBCC Growth Rate</td>
<td>2.32%</td>
<td>2.32%</td>
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<td>2008-2009 Growth Target</td>
<td>13,529.96</td>
<td>924.56</td>
<td>1,680.68</td>
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**CA RESIDENT FTES ONLY**

#### Differences between Growth Targets and Actuals

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<tr>
<td></td>
<td>Noncredit</td>
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<tr>
<td></td>
<td>Credit</td>
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<tr>
<td>FTES Difference at Annual</td>
<td>68.39</td>
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<tr>
<td>% Difference</td>
<td>0.51%</td>
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**Difference between 2008-09 Annual and 2007-08 Base**

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</thead>
<tbody>
<tr>
<td></td>
<td>Noncredit</td>
</tr>
<tr>
<td></td>
<td>Credit</td>
</tr>
<tr>
<td>FTES Difference at Annual</td>
<td>375.17</td>
</tr>
<tr>
<td>% Difference</td>
<td>2.84%</td>
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</table>

**Total Reported FTES**

- **Credit**
  - Resident FTES: 13,598.35
  - Nonresident FTES: 2,184.65
- **Credit Total FTES**: 15,783.00
- **Noncredit Total FTES**: 2,498.96

**Total credit and non-credit CA Resident FTES**: 16,097.31

**Total SBCC FTES**: 18,281.96 non-credit

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*Attachment 1*

Page 2 of 2

7/23/09
OBJECTIVES

This reorganization is in response to several forces that affect the Continuing Education (CE) Division and our ability to deliver quality instruction and student support services. The reorganization is intended to accomplish the following:

1. **Increase emphasis on student learning**
   Placing all of the instructional units under the purview of the Dean will result in improved coordination and integration of all programs directly involved in student learning. This single leadership will facilitate student success.

2. **Improved enrollment management**
   The implementation of the Lumens online registration system created a paradigm shift in CE enrollment management. This shift created the need to add registration responsibilities to the Director of Registration and Technology position (formerly Director of Community Technology Centers). Front office staff and other classified CE employees also have different responsibilities as a result of the Lumens implementation; these positions will undergo a classification study conducted by Human Resources in the upcoming weeks.

3. **Transition of non-credit students to credit programs**
   A major initiative of the CE Division is to encourage and facilitate the transition of students to credit programs. This requires the provision of necessary student support services. Vice President Arellano will work collaboratively with credit administrators and faculty to achieve this goal.

BACKGROUND OF THE PROPOSED REORGANIZATION

The existing CE organizational structure presents several challenges. The first challenge is the reporting structure which was created on a temporary basis during the Lumens implementation.
Several staff members worked in interim and/or out-of-class assignments during the 2008/09 year. With one exception, effective July 1, 2009, these individuals have returned to their original classifications. One classified manager continues to work in an out-of-classification assignment as Interim Director of Student Services. These temporary assignments were intended to maximize the efficiency of operations during the implementation. Now that the Lumens implementation has been completed, some organizational changes need to be made going forward to support the changes in business processes brought about by the conversion to Lumens.

A second challenge is the need to improve and enhance the coordination of instructional and student support services. This will be accomplished by the single Dean structure and the creation of a permanent Director (Student Services) position.

The first attempt to address this issue occurred in October 2008 with the reorganization of Continuing Education from a two-dean structure to a one-dean structure. The major goal of the reorganization was to ensure better coordination, communication, and collaboration between the Wake and Schott Centers. This Dean position was filled with the appointment of Ron Christie as of July 1, 2009.

During 2006, the former CE Dean (Wake Center) created a CE Outreach Coordinator position utilizing non-credit matriculation funds. This action constituted an improper use of matriculation funds, which may not legally be used to fund outreach activities and/or positions. When the District discovered the improper use of matriculation funds, it had no option but to fund this position on a temporary basis from the General Unrestricted Fund.

In May 2008, as part of the temporary changes implemented due to the Lumens conversion project, the CE Vice President at that time created an Interim Director of Student Services position. Vice President Buckelew assigned the CE Outreach Coordinator incumbent to work out-of-class on a temporary basis as the Interim Director of Student Services.

Given the current fiscal crisis and on-going lack of resources, the District can no longer fund the Outreach Coordinator position from the General Unrestricted Fund. This reorganization proposal recommends the elimination of the CE Outreach Coordinator position, resulting in the need to provide a 45 day layoff notice to the permanent classified incumbent.

A third challenge is the ambiguous line of authority between directors, dean, and the vice president. The proposed organization chart is attached. This structure is intended to clarify reporting relationships and provide for efficient lines of authority for all CE employees.

Following is a detailed description and justification of the proposed changes.
Director of Student Services
The Director of Student Services position is intended to be a new certificated management position and will be opened for recruitment. The Director of Student Services will report to the Vice President.

Need for the Director of Student Services position:
1) Provide overall administrative oversight of both the Wake and Schott Centers
2) Certificated Director position has an elevated level of responsibility which will allow for supervision of certificated staff
3) Certificated Director position carries higher level minimum qualifications
4) Director will have responsibility for Basic Skills and Non-Credit Matriculation
5) Responsibilities will include working with credit deans to facilitate the transition of students from non-credit to credit programs

Lumens Maintenance, Records, On-line Registration
At the outset of the software implementation, the District agreed to conduct a classification study of the Continuing Education bargaining unit positions affected by the new registration process. To be conducted at the conclusion of the conversion, this limited study was agreed upon with CSEA, and will be conducted by Human Resources. It is evident that serving over 50,000 students per year utilizing more efficient technology necessitates the need for staff to handle rosters, student records and on-line registration.

Specific changes in existing classified management assignments include:
Director of Registration and Technology (Francisco Martin del Campo)
(no change in salary)
- Assign registration functions
- Maintain Computers in Our Future (CIOF) responsibilities
- Modify job description to Director of Registration and Technology
- Director reporting to the Vice President

Community Education Center Coordinator (Jose Martinez) (no change in salary)
- Duties assigned to Jose Martinez include:
  - Citizenship Education and Services
  - Bilingual Programs
  - Literacy programs (Plazas Comunitarias)
  - Collaboration with ESL Program
  - Collaboration with Student Services program
  - Professional Immigrant Academy
  - Mexican Consulate Partnership
  - Spanish Marketing
  - Spanish Media Relations
  - Latino Outreach Initiatives
  - Coordinator will report to Director of Student Services
The capital projects identified in the Measure V Bond funds need to be re-evaluated addressing the following issues:

- The inability of the State to provide matching funds over the next several years (unknown period of time).
- The statewide ranking of projects and competition for projects within available State funding.
- The need to fund the cost of the Drama Music remodel with local funds (Measure V) until the State can float the bonds required to fund approved projects.
- The possible need to fund SOMA with local funds (Measure V) if the State cannot float their own bonds. The State reduced its contribution to the project from $32 to $22.5 million.
- Deferred maintenance priorities and the funding of these priorities.

The State will not be able to fund the expected matching for projects for several years (unknown period of time). The projects will need to be reprioritized and, if possible, scaled down to match the funding from the bond.

An analysis is needed to determine what can be completed within the funding time limit of the bond. It is required that the District spend 85% of the bond funds within the first 3 years after securing the funds (need to actual spend, not encumber, 85% of the $47 million by November 2011).

The ranking of the projects is based on several factors:

1. State points for matching funds. This is critical for leveraging the amount of Measure V funds. The results of the State points have the Schott Center and Administration building receiving the highest priority and the only two projects eligible for State funds in the foreseeable future. They are the oldest buildings in the District.
2. The current condition of the building.
3. The most benefit from investing the funds.

The State is unable to sell any bonds for capital projects at this time. Although the Drama Music project has been approved within a State bond, the inability of the State to fund these bonds caused the District to utilize additional local Measure V funds to complete the project. The District has not forfeited the right to collect the matching funds from the State and anticipates receiving reimbursement at some point in the future. The reimbursement for the Drama Music remodel will come back into the District's Construction Fund and will be used on the projects identified in the bond.
A decision needs to be made on whether to fund SOMA from the Measure V funding or delay the project until the matching State funding can be obtained. In addition, there will need to be a reallocation of the shortfall from other projects to SOMA.

The options available to the District are:
1. Complete SOMA and Drama Music using the Measure V funds, then use the funds, once received at a later and unknown date, for funding the other projects in the bond to the greatest extent possible.
2. Revert the funds for SOMA to the State, reserving funds from Measure V for District match and resubmit for funding at current state levels.

Assumptions:
Option 1:
1. The State will not have matching funding for several years resulting in the loss of matching funds for several of the projects.
2. The State will “reimburse” the District for all State matching funds expended at some point in time and the District will use these funds for the projects identified in the bond.
3. SOMA will cost $52 million to construct.
4. The State will provide $22.5 million in funding for SOMA rather than the originally anticipated $32 million.
5. ADA Compliance Issues will be reduced by $2,000,000.
6. The District will provide an additional $17.6 million in Measure V funds for SOMA for a total of $27 million from Measure V (assuming the Foundation contributes $2.5 million fundraised for this project. Currently, less than $2 million has been raised. The goal was to raise $5 million for the project.). When the Bond measure information was publicized, the project was estimated to cost $46.4 million (not $52 million) and the contribution from Measure V was estimated to be $9,345,200 not $27 million.
7. The Physical science East Wing and Wake center modernizations will be postponed.
8. The Humanities Building will not be a modernization project, but will have major maintenance only.
9. Unfunded major maintenance projects will have funding reduced by $4 million.
10. Occupational Education – classroom/lab modernization will lose State matching, but will be funded to the extent possible with Measure V funds.
11. Campus center will lose State matching, but will be funded to the extent possible with Measure V funds.
12. PS 101 will lose State matching, but will be funded to the extent possible with Measure V funds.
13. The Schott Center will remain in the plan to be funded to capture State matching funding.
14. The Administration building will be funded due to the very high point count to capture State matching funding.
15. Program Management will be funded through the project.

Pros:
- Maximizes the State matching for an additional $21 million.
- Completes the flagship project from the bond campaign and provides the only new building approved for the campus.
Important for the fundraising efforts of the Foundation and the College staff involved in these efforts, complete the project as promised. Meet donors’ expectations.

Vastly improve the SOMA program and the other programs that receive additional space for backfill.

Adds the Administration building to leverage State matching funds.

Cons:

➢ There are no funds for the additional staffing required for the 60,000 sqft of building and landscape.

➢ Takes substantial funding away from the other projects identified in the bond. Basically, the bond will have funded only two major projects: Drama Music and SOMA. The rest of the campus infrastructure will remain problematic.

Option 2:

1. The District will revert the State matching funds for SOMA. The District would resubmit the proposal to the State for future funding at current State funding levels.

2. State will not have matching funding for several years resulting in the loss of matching funds for several of the projects.

3. State will “reimburse” the District for all State matching funds expended at some point in time and the District will use these funds for the projects identified in the bond.

4. The District will use the remaining funds toward as many other projects under the bond as possible.

5. ADA Compliance Issues is reduced $2 million.

6. Humanities District funding would be reduced $6 million.

7. Major maintenance projects would be reduced by $2 million.

8. PS 101, OE and Campus Center projects will be funded at original Measure V funding level.

9. Physical Science East and Wake Center projects will not be funded.

10. Administration Building will be added to capture State funding.

11. Schott Center will be funded to capture State funding.

12. Program Management will be funded through the project.

Pros:

➢ There is the possibility of increasing State matching for SOMA, the State would fund at 80% which in turn would decrease District funding for SOMA.

➢ Provides some funding for all of the projects in the bond.

➢ Maintains the infrastructure of the College.

➢ Improves energy efficiency saving money from utilities.

➢ Adds the Administration building to leverage State matching funds.

Cons:

➢ The serious risk exists that SOMA will not be funded or completed.

➢ Need to retain the District matching for SOMA.
Potential loss of credibility in the community; also loss of credibility with legislators and Chancellor's Office

Alternative planning requirements for Cashflow:
1. The state does fund the projects through construction.
2. The state does not fund the projects through construction.
3. Option 2 would mean retaining funding for SOMA until it was determined to be feasible or not.

Option 1 would build SOMA. The downside is that the aging infrastructure would not be addressed and the College would lose the opportunity to reduce utility expenditures, saving expense over time. We could not predict what the State budget would do, putting us in the position of having to chose between maintaining the infrastructure and SOMA. The SOMA project is important and was the center piece for the voters. Is building SOMA the best for the College overall or would it be better that we addressed the majority of the projects and added the Administration building? Although we would have to use the portable buildings for growth, not SOMA, the College infrastructure is set up for the next 20 years. If Option 1 is chosen there is no other option but to go out for another bond for maintaining the infrastructure at some point, which in this economic environment is unlikely to pass in the next 5-10 years.

Some important questions are:

- Which option serves the College as a whole and the students better?
- Which option would be best received by the College community, the donors and voters?
- Which option would provide for the best opportunity for funding (the next bond) in the future?
- How would the State respond to re-applying for SOMA?
### OPTION 1, FUND SOMA

<table>
<thead>
<tr>
<th>Project Description</th>
<th>State Funding</th>
<th>District Funding</th>
<th>Total Funding</th>
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<tbody>
<tr>
<td>ADA Compliance Issues</td>
<td>$</td>
<td>$2,050,000</td>
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<tr>
<td>Drama Music</td>
<td>$10,957,000</td>
<td>$9,976,731</td>
<td>$20,933,731</td>
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<td>Major Maintenance Projects (50%)</td>
<td>$8,828,758</td>
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<td>High Tech - School of Media Arts</td>
<td>$22,522,000</td>
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<td>Physical Science East Wing Modernization</td>
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<tr>
<td>Schott Center Modernization (ADA/Seismic)</td>
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<tr>
<td>and other career tech programs</td>
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<td>Wake Center modernization</td>
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### OPTION 2, REVERT STATE MATCHING FOR SOMA, REAPPLY FOR SOMA, ASSUME APPROVAL

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<td>Drama Music</td>
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<td>Major Maintenance Projects (50%)</td>
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<td>High Tech - School of Media Arts</td>
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<td>Contribution from Foundation for SoMA</td>
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<td>Physical Science East Wing Modernization</td>
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<tr>
<td>Schott Center Modernization (ADA/Seismic)</td>
<td>$9,506,000</td>
<td>$7,084,680</td>
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<td>Physical Science East Wing Classrooms/Lab Restoration and Seismic Safety Upgrades</td>
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<td>Physical Science Lecture Hall Restoration and Seismic Safety Upgrades</td>
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<td>Classroom/Lab Conversion for Nursing, Health, Auto and Other Career Tech Programs</td>
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<td>Foundation Campaign</td>
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<td>School of Culinary Arts and Campus Center Restoration and Repairs</td>
<td>4,998,862</td>
<td>3,811,084</td>
<td>8,809,946</td>
<td></td>
</tr>
<tr>
<td>Schott Center Restoration, Repairs, and Seismic Safety Upgrades</td>
<td>9,506,000</td>
<td>7,084,680</td>
<td>16,590,680</td>
<td></td>
</tr>
<tr>
<td>Wake Center Restoration, Repairs, and Seismic Safety Upgrades</td>
<td>8,813,710</td>
<td>6,586,929</td>
<td>15,400,639</td>
<td></td>
</tr>
</tbody>
</table>

$92,058,894 $77,242,012 $174,300,906

*The Foundation for Santa Barbara City College has committed to raise $5.0 million for this project.
CONIRMATION OF SERVICES AGREEMENT
FOR RELATED CONSTRUCTION INSPECTION AND MATERIALS TESTING SERVICES

THIS AGREEMENT is by and between
Santa Barbara City College, Attn: Steve Massetti, 721 Cliff Drive, Santa Barbara, CA 93109, (805) 892-3694
hereinafter called CLIENT and Pacific Materials Laboratory of Santa Barbara, Inc., P. O. Box 96, Goleta, CA 93116, Attn: Ronald J. Pike, Phone (805) 984-6901; hereinafter called LABORATORY, who agree as follows:

1. DECLARATIONS. CLIENT desires to engage LABORATORY to provide limited construction inspection and/or materials testing services in connection with CLIENT'S project (PROJECT) described as follows: Santa Barbara City College, Bridge Renovation Project, 721 Cliff Drive, Santa Barbara, California

2. SCOPE OF WORK. LABORATORY shall provide limited construction inspection and materials testing services for the PROJECT. Services will be performed in accordance with the accompanying TERMS AND CONDITIONS made a part of this agreement. LABORATORY shall provide the following services for the PROJECT:
   • Project Not to Exceed $25,000
   • Technician Hourly Rate $88.00 per Hour – Prevailing Wage
   • Minimum Hours per Visit 2-Hour Minimum
   • Hourly Increments 2-Hour Increments
   • Laboratory Tests Per Schedule of Fees
   • Inspector Supervisor Hourly Rate $88.00
   • Report Preparation $80.00 per Hour with 1-Hour Minimum
   • Clerical Services $45.00 per Hour with 1-Hour Minimum
   • Processing Fee $20.00 per Report

FEES FOR SERVICES. Fee and payment terms as indicated:

 TIME AND MATERIALS: LABORATORY will provide services described in Item No. 2 above on a Time and Materials Basis in conformance with our current Schedule of Fees and TERMS AND CONDITIONS. The Schedule of Fees is available at your request.

3. PAYMENT TERMS. Payment terms shall be as indicated below and consistent with the attached TERMS AND CONDITIONS:

 X Net 30 Days: Client shall pay in accordance with Section 11 of the attached TERMS AND CONDITIONS.

EXECUTED THIS 17 day of July, 2009.

Please sign both original copies of this agreement and return by mail. If your project is to be scheduled within 2 weeks, please FAX one signed copy to our office ASAP (Fax: 805-984-6239). This signed agreement must be received at Pacific Materials Laboratory of Santa Barbara, Inc. prior to the services being rendered. By signing this Agreement, the CLIENT personally guarantees payment.

By: PACIFIC MATERIALS LABORATORY
OF SANTA BARBARA, INC. (PML)

Ron Pike
07/17/09

Print Name and Business Title

Signature

Date

Ronald J. Pike, President

Print Name and Business Title

Signature

Date

Attachments: TERMS AND CONDITIONS
1. The Agreement. The Agreement between the parties, which shall describe and govern Client's engagement of Pacific Materials Laboratory of Santa Barbara, Inc., agents, successors and assigns (herein called "Laboratory"), to provide services (Services) in connection with the project (Project) identified in the proposal (Proposal), consists of the Proposal, these terms and conditions, Laboratory's Schedule of Fees, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement may only be amended or modified by mutual written agreement.

2. Standard of Care. The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Laboratory's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations, and recommendations by Laboratory will be based solely on information discovered by, or made available to, Laboratory during the course of the engagement. Laboratory shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. LABORATORY MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE SERVICES.

3. Documents. Laboratory will retain all pertinent records relating to the Services performed for a period not exceeding seven (7) years following submission of the report, during which period the records will be made available to Client at all reasonable times.

4. Project Changes. In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Laboratory harmless from any liability arising out of such changes, and client assumes full responsibility unless Client has given Laboratory prior notice.

5. Termination. This Agreement may be terminated for no cause by either party upon thirty (30) days' written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Laboratory will be paid for services performed through the date of termination, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

6. Risk Allocation and Limitation of Liability. THE PARTIES ACKNOWLEDGE THAT A VARIETY OF RISKS POTENTIALLY AFFECT LABORATORY BY VIRTUE OF ENTERING INTO AN AGREEMENT TO PERFORM THE SERVICES. IN ORDER FOR CLIENT TO OBTAIN THE BENEFIT OF A FEE WHICH INCLUDES A LESSER ALLOWANCE FOR DEALING WITH LABORATORY'S RISKS, CLIENT AGREES TO LIMIT LABORATORY'S LIABILITY TO CLIENT FOR CLAIMS ARISING OUT OF LABORATORY'S PERFORMANCE OF THE SERVICES. THE TOTAL AGREEMENT LIABILITY OF LABORATORY SHALL NOT EXCEED THE AMOUNT OF THE TOTAL LABORATORY'S FEES FOR NEGLIGENT PROFESSIONAL ACTS, OR ERRORS OR OMISSIONS. CLIENT AGREES THAT IN NO INSTANCE SHALL LABORATORY BE RESPONSIBLE, IN TOTAL OR IN PART, FOR THE ERRORS OR OMISSIONS OF ANY OTHER PROFESSIONAL, CONTRACTOR, SUBCONTRACTOR, OR ANY OTHER PARTY. CLIENT ALSO AGREES THAT LABORATORY SHALL NOT BE RESPONSIBLE FOR THE MEANS, METHODS, PROCEDURES, PERFORMANCE OR SAFETY OF THE CONSTRUCTION CONTRACTORS OR SUBCONTRACTORS, OR FOR THEIR ERRORS OR OMISSIONS.

7. Insurance. No insurance carried by Laboratory shall be deemed to limit in any way the responsibility of any contractor or subcontractor for damages resulting from their services in connection with the Project. Client agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds to be secured and maintained by the Project contractor as Client deems adequate to insure and indemnify Laboratory against claims for damages and to insure compliance or work performance and materials with Project requirements.

8. Notice. Client shall notify Laboratory in writing of any potential claim prior to filing a legal claim against the Laboratory.
9. **Resolution of Disputes.** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence (collectively "Disputes"), shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Laboratory shall select a neutral mediator by mutual agreement. Such selection shall be made within sixty (60) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Laboratory within sixty (60) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Laboratory shall be brought within three (3) years or what is dictated by applicable laws, whichever is greater, for the work or services performed under this Agreement. Should the Client commence any legal action against the Laboratory arising out of this Agreement, the Laboratory shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees in the event the Laboratory prevails.

10. **Assigns.** Neither party may assign this Agreement or any right or obligation hereunder without the prior consent of the other party, which shall not be unreasonably withheld or delayed, provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an affiliate of either party if such successor or affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void, and shall constitute a material breach of this Agreement if such consent is not obtained.

11. **Billing and Payment.** Client shall pay Laboratory the lump-sum-amount-indicated-in-the-Proposal, or, if no lump sum-amount-is-indicated—in accordance with the Schedule of Fees or charges as shown in the Proposal or fee schedule. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Laboratory will submit to Client invoices for the balance due. If Client objects to all or any portion of any invoice, Client will so notify Laboratory in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. In such event, Client shall pay an additional charge of one and one-half (1.5) percent per month on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Laboratory shall be entitled to recover for all staff time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount.

Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued.

12. **Interpretation of Agreement.** This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

13. **Indemnity.** Client shall hold Laboratory and its officers, directors, shareholders, employees, and representatives (collectively Indemnitee) free of and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorney's fees and other costs of settlement and defense, arising from or related to this Agreement or caused by Client's acts or omissions, including Client's failure to comply with or perform its obligations under this Agreement, except to the extent caused by Laboratory's negligent acts, omissions, or willful misconduct. Any such claim for indemnification shall be subject to the same limitation of liability as provided to Laboratory in Section 7.
June 26, 2009

Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109

Attention: Julie Hendricks

Subject: Additional Services In Connection With
Santa Barbara City College Pedestrian Bridge
Additional Site Visits During Construction Phase
JAMA Job No. 12095 – Category 70

Dear Ms. Hendricks:

We are pleased to submit the following proposal covering the performance of additional structural engineering and design services in connection with the Pedestrian Bridge project.

We have prepared this additional services proposal based upon your request for additional site visits during the construction phase of the subject project. Our office will provide services as follows:

- Our office will provide up to five (5) site visits during the construction phase of the project. Please note JAMA must be given at least 48 hours notice prior to each requested site visit.

- Architectural services related to this project as outlined on the additional services proposal prepared by Behr Bowers Architect Inc., dated June 24, 2009, are also part of this proposal (attached for your reference). Please note the sub consultant’s fee is in addition to JAMA’s fee outlined below.

The terms and conditions of the original Professional Services Agreement between our offices will encompass our services for this additional work.

Fee Data
We propose to provide this service for a fixed fee of Five Thousand Dollars ($5,000.00).

If there are significant changes in the project’s scope of work outlined above, or any authorized additions/revisions/modifications made to the project after preliminary approval, the fee above may be adjusted proportionately, as mutually agreed upon between your office and John A. Martin & Associates, Inc.

Billings to your office for our services accomplished will be made at appropriate progress points as the project is completed.

Additionally, in accordance with the Business & Professions Code §6749, you are hereby notified that John A. Martin & Associates, Inc. is a professional engineering firm whose responsibility it is
to provide a written contract to a client when providing professional engineering services and to obtain an executed copy of this written contract prior to our office commencing the scope of work as outlined herein.

This additional services letter shall be considered the effective agreement for our performance of structural engineering services, the scope of which is outlined above. Please indicate your acceptance by signing and returning one copy of this letter to our office. This can be accomplished also by facsimiling a copy to our office by dialing (661) 260-2649. Please feel free to contact our office for any additional information you may require pertinent to this project.

Very truly yours,

JOHN A. MARTIN & ASSOCIATES, INC.

[Signature]

Richard J. Lawrence, S.E.
Principal

ACCEPTED BY:

By: 

(Signature)

Name: 

(Please Print)

Title: 

Date: 

The person signing this contract warrants that he/she has the authority to sign as, or on behalf of the client.

MDC/amt

Enclosure: Signature Copy of Proposal

Facsimiled & Sent To:
Julie Hendricks
Fax No. 805.966.4806
AUTHORIZATION FOR CHANGES IN SERVICES

CLIENT:   JOHN A. MARTIN & ASSOCIATES  
           25129 The Old Road, Suite 316  
           Stevenson Ranch, California 91381  
           661.260.2646  
           661.260.2649 Fax

ATTENTION: Marcelo Cairo

DATE: 24 June 2009

PROJECT: SANTA BARBARA COMMUNITY COLLEGE BRIDGE (Construction Site Visits)  
           Santa Barbara, California

PAGE: 1 of 2

1. BASIS FOR SCOPE OF WORK
Professional Services as specified in Paragraph 2.0 Scope of Work herein are based on the following:

1.1. The Scope of Work as specified herein are limited to attending a maximum of 5 meetings at the project site during construction. Said meetings are anticipated to be on a bi-weekly basis.

1.2. Behr Browers Architects, Inc.'s participation is limited to the architectural components of the bridge as shown on their construction documents.

1.3. Behr Browers Architects, Inc. shall be given a minimum of 48 hours notice prior to each meeting. While reasonable effort will be made to accommodate shorter notice, Behr Browers Architects, Inc. shall have no obligation to attend any meeting where notice has been less than 48 hours.

1.4. No other services during construction related are included.

1.5. No consultants are included as a part of the Scope of Work herein.

1.6. All Basic Services, Hourly Rates, Reimbursable Expenses and Terms and Conditions as specified in our Authorization for Professional Services 1 dated 11 March 2008 are an integral part of this Authorization for Changes in Services 1 unless otherwise modified herein.

2. SCOPE OF WORK
The scope of work of our Authorization for Professional Services 1 dated 11 March 2008 is hereby modified to include the following Changes in Services:

2.1. Attend a maximum of 5 meetings at the at the project site the site during construction as requested by the Client and/or SBCC.
2.2. Prepare a written report of each meeting attended, and submit the report to the Client for his distribution as he deems appropriate.

3. EXCLUSIONS:

3.1. Verification of any as built conditions and/or preparation of any as built documentation.
3.2. Making any changes required due to inaccurate and/or incomplete information provided by the Client and/or the Client's consultants.
3.3. Making any Client requested changes to previously approved designs and/or documents.
3.4. Providing any services required by, or resulting from, changes to the Project Description and Basis for Basic Services as specified herein. Said services include, but are not limited to, research, studies, evaluation of alternatives, modifications to designs, development of new designs, modification of existing documents, preparation of new documentation, attendance at meetings, etc.
3.5. Making any changes due to Client direction to proceed with anything that deviates from Local, State or Federal Zoning Ordinances or Building Codes including, but not limited to, anything that may require a variance, modification, adjustment, interpretation, or any other deviation to written Zoning Ordinances and/or Building Codes.
3.6. Making any changes to comply with government agency policy, interpretation or other requirements not specifically stated in the local, state or federal Zoning Ordinances and Building Codes.
3.7. Providing any other services not specified in Basic Services herein.

4. COMPENSATION:

The Client agrees to pay Behr Bowers Architects, Inc., as compensation for Services rendered, a Fixed Fee of $5,000.00 plus Reimbursable Expenses.

If the items as specified in this Authorization for Changes in Services meet with your approval, please sign and return one copy to me for our records. We can begin work at that time.

Approved and Accepted:

CLIENT:

By: ___________________________ Date: ___________________________

Printed Name: ___________________________ Title: ___________________________

BEHR BOWERS ARCHITECTS, INC.:

By: ___________________________ Date: 6/24/09

Michael Bowers, AIA
Executive Vice President

copy: Francisco Behr
Andrew Althaus
Rossana Behr
June 9, 2009

Santa Barbara City College
721 Cliff Drive
Santa Barbara CA, 93109

Attn: Ms. Julie Hendricks, Director of Facilities and Operations

Re: Hydraulic Model and Study of East Campus Water Supply System Results

Dear Ms. Hendricks:

WREA is in the final stages of completing the hydraulic modeling and evaluation of the Santa Barbara City College (SBCC) East Campus water system. We have utilized the building and infrastructure plans provided by Mr. Paul Wolf to establish the necessary background and existing conditions, our fire flow testing and information from the City of Santa Barbara (City).

The current 2007 California Fire Code (Code) mandates criteria for fire flow requirements specifically related to building size, construction type and several other factors. Additionally, as previously established, Department of State Architect (DSA) criteria and the installation of fire sprinklers in the proposed School of Media Arts (SOMA) building the necessary fire flow is 2,825 gpm for duration of 4 hours.

Preliminary results of the modeling and evaluation, which included upsizing pipes adjacent to the SOMA building, indicate that, even with these improvements, the Campus system is inadequate to provide the necessary fire flow. Additionally, if the current Code is used to evaluate existing structures the fire flow cannot be met for most of the larger buildings.

In order to establish the extent of improvements necessary to provide adequate fire flow to the SOMA building, and to meet current Code for the other buildings on campus, we recommend further analysis, and compiling a prioritized list of required improvements. Our original scope of work included only a review of the proposed improvements at the SOMA building (Flowers & Associates proposed new 8" line and additional fire hydrant). Given the current situation and hydraulic modeling results, it is estimated that the improvements required are much more substantial. We are providing a list of additional scope of work items and fee estimate for the work (Attachment A). Please review and let us know if this is acceptable.

Please feel free to call me at (805) 653-7900 at your earliest convenience to discuss the current project status. Thank you for your time.

Respectfully,

Heather M. O’Connell, P.E.
Senior Managing Engineer
## FEE ESTIMATE ADDITIONAL WORK

### HYDRAULIC MODEL EVALUATION

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Hours</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Evaluate current Code for fire flow requirements of each Campus structure.</td>
<td></td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>2.</td>
<td>Using current hydraulic model run various scenarios for maximum required fire flow and highest elevated hydrants to determine worst-case(s).</td>
<td></td>
<td>1</td>
<td>2</td>
<td>6</td>
<td>0</td>
</tr>
<tr>
<td>3.</td>
<td>Once scenarios have been established, determine required improvements to obtain the proper fire flows at the minimum required 20 psi residual pressures.</td>
<td></td>
<td>1</td>
<td>4</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>4.</td>
<td>Prepare prioritized list of improvements required to meet the required system demands.</td>
<td></td>
<td>1</td>
<td>4</td>
<td>6</td>
<td>0</td>
</tr>
<tr>
<td>5.</td>
<td>Add required improvements to schematic for hydraulic analysis included in original scope.</td>
<td></td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>10</td>
</tr>
<tr>
<td>6.</td>
<td>Add results to short-report included in original scope.</td>
<td></td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>1</td>
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</tbody>
</table>

**Total Hours**

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<tr>
<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
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<tbody>
<tr>
<td></td>
<td>6</td>
<td>15</td>
<td>28</td>
<td>11</td>
</tr>
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</table>

### Fee Estimate

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Principal</td>
<td>6 Hrs @ $140</td>
<td>=</td>
<td>$840</td>
</tr>
<tr>
<td>B.</td>
<td>Senior Civil Engineer</td>
<td>15 Hrs @ $110</td>
<td>=</td>
<td>1,650</td>
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<tr>
<td>C.</td>
<td>Project Engineer</td>
<td>28 Hrs @ $100</td>
<td>=</td>
<td>2,800</td>
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<tr>
<td>D.</td>
<td>Technician</td>
<td>11 Hrs @ $70</td>
<td>=</td>
<td>770</td>
</tr>
</tbody>
</table>

**Grand Total** $6,080

Prepared by:

[Signature]

WATER RESOURCE ENGINEERING ASSOCIATES
2300 Alessandro Drive, Ventura, CA
(805) 653-7900  800-25-WATER  Fax (805) 653-0810
05/09/2009

2123-Fee EstPrioritized Imp.doc
BP 5055  Enrollment Priorities

References:
Title 5 Section 58106, 58108; Education Code Section 66025.8

All courses of the District shall be open to enrollment, subject to a priority system that may be established. Enrollment also may be limited to students meeting properly validated prerequisites and co-requisites, or due to other practical considerations.

The Superintendent/President, in consultation with appropriate shared governance groups as stipulated in BP 2510, shall establish procedures defining enrollment priorities, limitations, and processes for student challenge which shall comply with Title 5 regulations.

Formerly Student Policy 5013.9-5013.239
Administrative Procedure 5055  Enrollment Priorities

References:  Title 5 Section 58106, 58108; Education Code Section 66025.8
BP 5055

Dates and times for student registration appointments for each semester will be based on the following priority order:

Disabled students with the approval of DSPS Director or designee.

EOPS students with the approval of EOPS Coordinator or designee.

Veterans (any member or former member of the Armed Forces of the United States of America) within two years of leaving active duty, including, but not necessarily limited to, any student who is called to active military duty compelling the student to take an academic leave of absence.

Continuing students except those with an educational goal of Personal Enrichment based on the number of units completed and currently enrolled (most units first).

Currently enrolled first semester students except those with an educational goal of Personal Enrichment based on the number of units completed and currently enrolled (most units first).

New, new transfer and returning students except those with an educational goal of Personal Enrichment who have met pre-registration requirements.

Students with an educational goal of Personal Enrichment.

Students enrolled in the SBCC Middle College Program.

Dual Enrollment students

Formerly Student Policy 5013.119-5013.169
BP 5042 Grades and Grade Points

Evaluative Symbols

Grades from a grading scale shall be averaged on the basis of the point equivalencies to determine a student's grade point average. The highest grade shall receive four points, and the lowest grade shall receive 0 points, using only the following evaluative symbols:

<table>
<thead>
<tr>
<th>SYMBOL</th>
<th>DEFINITION</th>
<th>GRADE POINT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Excellent</td>
<td>4</td>
</tr>
<tr>
<td>B</td>
<td>Good</td>
<td>3</td>
</tr>
<tr>
<td>C</td>
<td>Satisfactory</td>
<td>2</td>
</tr>
<tr>
<td>D</td>
<td>Less than satisfactory</td>
<td>1</td>
</tr>
<tr>
<td>F</td>
<td>Failing</td>
<td>0</td>
</tr>
<tr>
<td>P</td>
<td>Pass (at least satisfactory--units awarded not counted in GPA) Effective Fall 2008</td>
<td></td>
</tr>
<tr>
<td>NP</td>
<td>No pass (less than satisfactory--units not counted in GPA) Effective Fall 2008</td>
<td></td>
</tr>
<tr>
<td>CR</td>
<td>Credit (at least satisfactory--units awarded not counted in GPA) Effective through Summer 2008</td>
<td></td>
</tr>
<tr>
<td>NC</td>
<td>No credit (less than satisfactory--units not counted in GPA) Effective through Summer 2008</td>
<td></td>
</tr>
</tbody>
</table>

Pass-No Pass

Students may elect pass/no pass grading in any course listed in the catalog with the consent of the instructor no later than the 5th week of the semester (or the first week during summer intersession).

Courses may be offered exclusively as Pass/No Pass only as approved by the Curriculum Advisory Committee. Such courses cannot be taken for a letter grade.

After the 5th week (first week in summer) neither the student nor the instructor may change the decision.

A Pass may be granted only when the work is of a quality equivalent to a grade of "C" or better.

Pass/No Pass grading is not permitted in a course required by a student's major area of study except when the college offers courses in which there is a single, satisfactory standard of performance for which unit credit is assigned.
Units earned on a "pass/no pass" basis shall not be used to calculate grade point averages. However, units attempted for which "NP" is recorded shall be considered in progress probation and disqualification procedures.

Independent study courses may be graded on a "pass/no pass" basis.

Formerly Student Policy 3042.1-3042.2
BP 5044  Grading

It is a recognized principle that evaluation in college-level courses is a prime responsibility of the instructor. Such evaluation involves measurement of achievement against the objectives of the course, and the assignment of a letter grade to denote the subject matter mastery of the student. The Class Record Book should provide evidence, in matters of attendance and achievement, of the grade assigned. The grade assigned shall be considered to be final and is not subject to reconsideration, although each instructor may be expected to explain a grade to a student who makes inquiry.

After final examinations, instructors shall report final semester grades to the Office of Admissions and Records. Once a grade is submitted, there shall be no authority to change it except when an instructor can certify that a mechanical or mathematical error was made or that extenuating circumstances exist.

All grade changes must be clearly indicated on the student's record in such a way that the original grade remains visible. The only exceptions are those instances where there has been instructor mistake, fraud, bad faith, or incompetency, in which case the erroneous grade may be expunged from the student's record.

Grade changes from a lower to a higher grade must be initiated by the instructor. If a student believes a higher grade is deserved, the student must meet with the instructor to evaluate whether or not a mistake or clerical error has been made. If the instructor no longer teaches at the college or is on sabbatical, a grade change request form may be submitted to the Admissions Office who will send to the instructor or appropriate department chairperson. Students who believe that an instructor has given and incorrect grade based on fraud, incompetence or bad faith should meet with the Dean responsible for the department in which the instructor teaches.71

Student requests for grade changes for the past three years only will be accepted. The exception to this would be academic renewal which would have not time limit.71

To be deleted

Formerly Student Policy 3044.0-3044.6
BP 5231.6      ACADEMIC INTEGRITY

Reference:  BP 5231, Standards of Student Conduct, Section I; BP 5235 Student Grievance Policy

Santa Barbara City College believes that honesty is vital to the integrity of our college programs, our courses, within our entire college community, and especially in the classroom. Academic dishonesty will not be tolerated and appropriate action including discipline up to and including expulsion may be imposed consistent with due process. Administrative procedures will be developed to implement this policy.

Academic Dishonesty Policy, 9/18/95;
Academic Integrity Policy; Academic Senate Approved: 5/13/09
Administrative Procedure 5231.6  ACADEMIC INTEGRITY

Reference: BP 5231, Standards of Student Conduct, Section I; BP 5235 Student Grievance Policy

These procedures expand, clarify and set forth clear levels of authority and disciplinary protocols in response to academic dishonesty, as referenced in the "Adherence to Standards" section "I" of Santa Barbara City College's Standards of Student Conduct.

Definitions:

Academic dishonesty is defined as an act of obtaining or attempting to present academic work through fraudulent or deceptive means in order to obtain credit for this work. Academic dishonesty includes but is not limited to:

Cheating—failure to observe the expressed procedures of an academic exercise, including but not limited to:

- Unauthorized use of commercial "research" services such as term papers

- Providing information to others without instructor's permission or allowing the opportunity for others to obtain information that provides the recipient with an advantage on an exam or assignment

- Unauthorized communicating with fellow students during a quiz or exam

- Copying material from another student's quiz or exam

- Permitting another student to copy from a quiz or exam

- Permitting another person to take a quiz, exam, or similar evaluation in lieu of the enrolled student

- Using unauthorized materials, information, or study aids (e.g., textbook, notes, data, images, formula list, dictionary, calculator, etc.) in any academic exercise or exam

- Unauthorized collaboration in providing or requesting assistance, such as sharing information on an academic exercise or exam through cellphones and texting

- Unauthorized use of another person's data in completing a computer or lab exercise

- Using computer and word processing systems to gain access to, alter and/or use unauthorized information

- Altering a graded exam or assignment and requesting that it be re-graded - submission of altered work after grading shall be considered academically dishonest,
including but not limited to changing answers after an exam or assignment has been returned or submitting another’s exam as one’s own to gain credit

- Attempting to hinder the academic work of another student

Fabrication— falsification or invention of any information in an academic exercise, including but not limited to:

- Fabricating or altering data to support research
- Presenting results from research that was not performed—submitting material for lab assignments, class projects or other assignments which is wholly or partially falsified, invented or otherwise does not represent work accomplished or undertaken by the student
- Crediting source material that was not directly used for research
- Falsification, alteration or misrepresentation of official or unofficial records or documents including but not limited to academic transcripts, academic documentation, letters of recommendation, and admissions applications or related documents

Fraud, Misrepresentation, Lying—intentionally making an untrue statement or deceiving including but not limited to:

- Providing an excuse for an absence, tardiness, late assignment with the intent to defraud the instructor, staff or the college.
- Checking into a SBCC class, lab, center or other SBCC resource with the intent to defraud instructors, staff, or the college.
- Checking in or checking out of a SBCC class, lab, center or other SBCC resource for another student.
- Using another student’s SBCC identification card for use in a class, lab, center or other SBCC resource.

Plagiarism—the presentation of another’s words, images or ideas as if they were the student’s own, including but not limited to:

- Stealing the written, oral, artistic, or original works or efforts of others and presenting them as one’s own.
- The submission of material, whether in part or whole, authored by another person or source (e.g., the internet, book, journal, etc.), whether that material is paraphrased, translated or copied in verbatim or near-verbatim form without properly acknowledging the source (it is the student’s responsibility to cite all sources)
The submission of material edited, in part or whole, by another person that results in the loss of the student's original voice or ideas (i.e., while an editor or tutor may advise a student, the final work submitted materials must be the work of the student, not that of the editor or tutor)

Translating all or any part of material from another language and presenting it as if it were the student's own original work

Unauthorized transfer and use of another person's computer file as the student's own

Unauthorized use of another person's data in completing a computer exercise

Multiple Submissions—resubmission of a work that has already received credit with identical or similar content in another course without written consent of the present instructor or submission of work with identical or similar content in concurrent courses without written consent of all instructors involved

Facilitating Academic Dishonesty—assisting another to commit an act of academic dishonesty, including but not limited to:

- Taking a quiz, exam, or similar evaluation in place of another person
- Allowing one student to copy from another
- Attending a course posing as another student who is officially registered for that course
- Providing material or other information (e.g., a solution to homework, a project or other assignments, a copy of an exam, exam key or any test information) to another student with knowledge that such assistance could be used to violate any other sections of this policy
- Distribution or use of notes or recordings based on college classes without the express written permission of the instructor for purposes other than individual or group study; this includes, but is not limited to, providing materials for distribution by services publishing class notes (This restriction on unauthorized use applies to all information distributed or in any way displayed for use in relationship to the class, whether obtained in class, via email, on the Internet or via any other media)

Please note that culpability is not diminished when academic dishonesty occurs in drafts which are not the final version or when the student claims not knowing the policy or procedures.

First Offense in A Course or Non-Course Activity

In course-related activities, when a student commits a first offense, decisions regarding the severity of penalties imposed for academic dishonesty shall reside with the instructor. An instructor may give written or verbal notice to a student that continuation or repetition of specified conduct may be cause for further disciplinary action. If the instructor chooses further
disciplinary action, the instructor shall notify the student, the appropriate department chair, and Dean, Educational Programs—Student Support Programs, of the incident and the penalties imposed using the "Academic Integrity Violation Form". The Dean, Educational Programs—Student Support Programs, shall retain this documentation in his/her files.

**In non-course activities**, when a student commits a first offense, the Assessment Technician or other appropriate staff member shall notify the appropriate Dean, Educational Programs, of the incident and the Dean, Educational Programs – Student Support Programs of the penalties imposed using the "Academic Integrity Violation Form".

Penalties for the first offense may include the following:

- A failing grade on the assignment, paper or exam. Violations related to placement shall nullify course placement for the term.
- Temporary Exclusion From An Activity Or Class: An instructor may remove a student who is in violation of the guidelines for student conduct for the duration of the class period or activity during which the violation took place and, if necessary, for the class period the following day.
- An additional assignment: An instructor may require the student to perform additional academic work.

The student may appeal the determination of academic dishonesty and/or penalty using the Student Grievance Policy (BP 5235) as administered by the Executive Vice-President, Educational Programs.

**Multiple Offenses in a Course or Non-Course Activity**

**In course-related activities**, when a student commits a second or multiple offense(s), decisions regarding the severity of penalties imposed for academic dishonesty shall reside with the instructor and the Dean of Educational Programs: Student Support Programs. The instructor shall notify the student, the appropriate department chair, and Dean, Educational Programs—Student Support Programs, of the incident and the penalties imposed using the "Academic Integrity Violation Form".

**In non-course activities**, when a student commits a second or multiple offenses(s), the Assessment Technician or other appropriate staff member shall notify the appropriate Dean, Educational Programs, of the incident and the Dean shall notify the student and Dean, Educational Programs—Student Support Programs of the incident and the penalties imposed using the "Academic Integrity Violation Form".

Penalties for the second or multiple offense(s) may include penalties listed for the first offense and a failing grade for the course.

The student may appeal the determination of academic dishonesty and/or penalty using the Student Grievance Policy (BP 5235) as administered by the Executive Vice President, Educational Programs.
Multiple Offenses at the College

When the Dean of Educational Programs—Student Support Programs (CC-222) has determined that an academic dishonesty infraction is a second such offense or multiple offenses, he/she shall initiate institutional action. Penalties may include, in addition to those listed above:

- **Censure:** a verbal reprimand or recorded written statement which details how a student’s conduct violates District or College regulations. The student receiving such a verbal or a written statement shall be notified that such continued conduct or further violation of District/College rules may result in further disciplinary action.

- **Disciplinary Probation:** probation for a period not to exceed one semester. Repetition of the same action or other violations of District/College rules and regulations during the probationary period may be cause for suspension or expulsion. Disciplinary probation may include one or both of the following:
  a. Removal from any or all College organization or offices; or
  b. Denial of privileges of participation in any or all College or student sponsored events.

- **Disciplinary Suspension:** The termination of student status for a definite period of time. A suspended student may not be present on campus and is denied College privileges including class attendance or making up work and all other student body or College granted privileges.

- **Expulsion:** A permanent termination of student status and all attending rights and privileges. An expelled student shall not be allowed to register in any subsequent semester without the written approval of the chief executive office of the College.

The Dean of Educational Programs—Student Support Programs, shall inform the student in writing of the proposed penalty(ies) for multiple infractions of the Academic Integrity Policy. The student may request a hearing on the proposed action of the Dean of Educational Support—Student Support Programs using the Discipline Appeal Procedure outlined in BP 5231.1.
Santa Barbara City College
Academic Integrity Violation Form

Violations of the College’s Academic Integrity Policy must be reported to the Dean of Educational Programs, Student Services regardless if any disciplinary actions are recommended or taken. The report will provide college officials with a record of the student’s violation of the policy. This record will be used to assess the steps to take if the student engages in repeated violations of the policy.

To be filled out by the Instructor:

Name of Student: ________________________________

Student ID: ________________________________

Semester/Year: __________ Fall _______ Spring ________ Summer ________

Section: ________________________________

Course: ________________________________

Instructor: ________________________________

Description of violation:

1. Indicate below the course of action you have taken regarding this violation. The names of students reported will be placed on the College’s Academic Dishonesty Database (Check all that apply)
   _____ I have not taken any action.
   _____ I have given the student a warning.
   _____ I have assigned an “F” grade to the student on this assignment.
   _____ Other (describe) ________________________________

2. Check one:

   _____ (a) I am satisfied that the course of action I have taken is adequate and I am not requesting any further action. (You do not need to submit supporting documentation.)
______ (b) I am requesting that further action by the Dean of Educational Programs, Student Services be considered. I am including documentation to support the case regarding this violation.

If you checked (b) above, indicate the course of action you recommend that the Dean, Educational Programs, Student Services take regarding this violation:

Instructor Signature ____________________________________________ Date ____________________

To be filled out by the Dean, Educational Programs, Student Support Services:

Date ___________. The student noted above has gone through the disciplinary process for violations of the academic integrity policy. The sanctions imposed upon the student by Dean of Educational Programs, Student Services are as follows:

Disciplinary Officer Signature

_________________________________________ Date ____________________

Academic Dishonesty Policy, 9/18/95;
Academic Integrity Policy; Academic Senate Approved: 5/09
BP 5231    STANDARDS OF STUDENT CONDUCT

Reference:

California Education Code, Sections 66300, 66017, 76030-76037, 76120, and 76200
California Penal Code, Sections 501 (e)(3), 626.5, 646.9 and 12026.2
California Health and Safety Code, Section 104495, 11053 and 11014.5,
California Business and Professions Code, Section 4160
California Code of Regulations, Title 5, Section 59410
Family Educational Rights and Privacy Act (10 U.S.C. 2332g)

The Superintendent/President shall establish procedures, in consultation with the appropriate shared governance bodies, and designate appropriate staff members with the responsibility for the imposition of discipline on students in accordance with the requirements for due process of the federal and state law and regulations.

The procedures shall clearly define the conduct that is subject to discipline, and shall identify potential disciplinary actions, including but not limited to the removal, suspension or expulsion of a student. No student shall be removed, suspended, expelled or sanctioned unless the conduct for which the student is disciplined is related to college activity or college attendance.

The procedures shall be made widely available to students through the college catalog and other means.

A copy of this adopted Standards of Student Conduct can be obtained at the Office of Student Life, the Office of Admissions and Records, the Library and the Office of the Dean, Educational Programs responsible for student discipline.
AP 5231  STANDARDS OF STUDENT CONDUCT

Violations

The College shall create a list of offenses that constitute “good cause” for discipline that could result in the removal, suspension, expulsion or other sanctions of a student. No student shall be removed, suspended, expelled or sanctioned unless the conduct for which the student is disciplined is related to college activity or college attendance. As used in this policy, “good cause” includes, but is not limited to, the following offenses:

A. Continued disruptive behavior, continued willful disobedience, habitual profanity or vulgarity, or open and persistent defiance of the authority of, or persistent abuse of, college personnel.

B. Assault, battery, or any threat of force or violence upon a student or college personnel.

C. Willful misconduct which results in injury or death to a student or college personnel or which results in cutting, defacing, or other injury to any real or personal property owned by the college.

D. The use, sale, offer to sell, possession or furnishing of, or presence under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the California Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind; or unlawful possession of, or offering, arranging or negotiating the sale of any drug paraphernalia, as defined in California Health and Safety Code Section 11014.5, or any poison classified as such by Schedule D in Section 4160 of the Business and Professions Code. The Governing Board may authorize students to serve alcoholic beverages at college-sponsored events.

E. Willful or persistent smoking in any area where smoking has been prohibited by law or by regulation of the Governing Board.

F. Persistent disruptions or serious misconduct including inordinate demands for time and attention in the classroom, from administrative staff or at campus activity, including, but not limited to, abuse of the disciplinary process, where other means of correction have failed to bring about proper conduct.

G. Committing or attempting to commit robbery or extortion.

H. Causing or attempting to cause damage to district property or to private property on campus.

I. Academic dishonesty, including, but not limited to cheating, plagiarism, or using other individuals to take course or placement exams.

J. Dishonesty; forgery, alteration, or misuse of College documents, records, or identification, or knowingly furnishing false information to the college.

K. Obstruction or disruption of teaching, research, administration, disciplinary procedures, or other College activities, including but not limited to, its community services functions or of other authorized activities on College premises.

L. Verbal harassment, physical abuse or hazing or discriminatory behavior based on race, sex, (i.e., gender), sexual orientation, religion, age, national origin, disability, or any other status protected by law, on or off College premises, of the person or property of any member of the College community or...
members of his or her family or the threat of any such physical abuse at any College authorized or
governed activity.

M. Stealing or attempting to steal district property or private property on campus, including, but not
limited to the theft or abuse of computer time or knowingly receiving stolen district property or private
property on campus.

N. Unauthorized entry upon or use of College facilities.

O. Violation of College policies or campus regulations, including, but not limited to, campus regulations
concerning student organizations, use of College facilities, gambling and hazing, or the time, place
and manner of public expression.

P. Computer-related crimes or unauthorized, abusive or inappropriate use of campus computers,
computer networks and computer software, including violations of software licensing agreements.

Q. Failure to comply with directions of College officials acting in the performance of their duties, or failure
to identify oneself for just cause when requested to do so by College officials acting in the
performance of their duties.

R. Lewd, indecent or obscene conduct on College-owned or controlled property, or at College-
sponsored or supervised functions.

S. Unauthorized use of listening or recording devices on campus or at College-sponsored activities.

T. Attendance at any session of any class by a student or person who is not officially enrolled in that
class, except with the prior permission of the instructor of the class.

U. Possession, sale or otherwise furnishing any firearm, knife, explosive, dangerous chemical or other
dangerous object, including but not limited to any facsimile firearm, knife or explosive, unless, in the
case of possession of any object of this type, the student has obtained written permission to possess
the item from a district employee, which is concurred in by the Superintendent/President or designee.
Students may possess a facsimile firearm if they are an authorized participant in an educational event
related to college activity or college attendance.

V. Sexual assault, acquaintance or date rape, sexual activity without mutual and expressed consent at
any College authorized or governed event.

W. Engaging in speech or other expression intended to insult or use of "fighting" words or non-verbal
symbols directed at an individual's age, sex, race, color, disability, religion, sexual orientation, or
national/ethnic origin which is obscene, libelous or slanderous, or which by their very utterance or
expression are likely to incite a violent reaction as to create a clear and present danger of the
commission of unlawful acts on college premises, or the violation of lawful District administrative
procedures, or the substantial disruption of the orderly operation of the District.

X. Attempting, soliciting or assisting another to do any act which would subject a student to expulsion,
suspension, or other discipline pursuant to this policy.

Y. Committing sexual harassment as defined by law or by District policies and procedures, which may
include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or
physical conduct of a sexual nature, that is sufficiently severe, persistent or pervasive to limit the
ability of a member of the college community (student, faculty, staff) to participate in or benefit from
an education program or activity, or to create a hostile or abusive educational environment.
Z. Stalking or repeatedly following or harassing another person through conduct composed of a series of acts that seriously alarm, annoy, torment, or terrorize in a manner that threatens to place that person in reasonable fear for his or her safety or the safety of his or her immediate family.

* Violations of Standard "I" will be resolved according to the Governing Board's adopted "Academic Honesty Policy."

5231.1 Student Discipline Procedures

The Superintendent/President shall establish procedures and designate appropriate staff members with the responsibility for the imposition of discipline on students in accordance with the requirements for due process of the federal and state law and regulations.

The purpose of this procedure is to provide a prompt and equitable means to address violations of the Standards of Student Conduct, which guarantees to the student or students involved the due process rights guaranteed them by state and federal constitutional protections. This procedure will be used in a fair and equitable manner, and not for purposes of retaliation. It is not intended to substitute for criminal or civil proceedings that may be initiated by other agencies.

These Administrative Procedures are specifically not intended to infringe in any way on the rights of students to engage in free expression as protected by the state and federal constitutions, and by Education Code Section 76120, and will not be used to punish expression that is protected.

5231.1.1 Removal by Instructors of Disruptive Students

An instructor may remove a student for good cause from his or her class for the day of removal and the next class meeting when other means of correction fail to bring about proper conduct, or when the presence of the student causes a continuing danger to the physical safety of the student or others [Education Code Section 76030-32]. Removal must be reported to the Dean, Educational Programs responsible for student discipline hereafter referred to as "Administrator," in writing, within one day of such removal. The following procedure should be followed for removing a disruptive student from class:

A. Non-Violent Students

1. Speak with student privately after class about his or her behavior and about the standards in your class. Inform the student that such behavior will not be tolerated in the future and could lead to a suspension from class. Also, inform the student that his or her lack of adherence to class standards in the future will be reported to the College Administration.

2. If behavior continues at a subsequent session, the faculty member has the authority to tell the student to leave that class session and the next class session.
   - The faculty member must inform the Administrator in writing of his/her action within one day.
   - The Administrator may require a student conference for continued class attendance.
• if the student will not leave the classroom, call Security for assistance.

B. Violent or Threatening Students

Call Security immediately (965-0582, extension 2400). Security will call the police or the crisis team, if needed.

5231.2 Removal by staff of Disruptive Student

Any management/supervisory staff member of SBCC who supervises a service area has the authority to remove a student from that area for that day and the next day when other means of correction fail to bring about proper conduct, or when the presence of the student causes a continuing danger to the physical safety of the student or others. The staff member shall submit a written report to the Administrator, upon each removal. This authority is comparable to the instructors' authority (Ed. Code 76030-37) to remove a student for interfering with the educational process.

5231.2.1 Withdrawal of Consent to Remain on College Property

Any management/supervisory staff member may notify any person who is not a student for whom there is a reasonable belief that the person has willfully disrupted the orderly operation of the campus or college facility that consent to remain on campus or at a college facility has been withdrawn. If the person is on campus or at a college facility at the time, he or she must promptly leave or be escorted off campus or from the college facility. If the management employee or designee withdraws consent, a written report must be promptly made to the Administrator. The report shall contain all of the following:

(1) The description of the person from whom consent was withdrawn, including, if available, the person's name, address, and phone number.

(2) A statement of the facts giving rise to the withdrawal of consent.

If the Administrator, upon reviewing the report, finds that there was reasonable cause to believe that such person has willfully disrupted the orderly operation of the campus or facility, he or she may enter written confirmation upon the report of the action taken by the management employee. If the Administrator does not confirm the action of the management employee or designee within 24 hours after the time that consent was withdrawn, the action of the management employee shall be deemed void and of no force or effect.

In no case shall consent be withdrawn for longer than ten (10) days from the date upon which consent was initially withdrawn.

The person from whom consent has been withdrawn may submit a written request for a hearing with the Administrator on the withdrawal within the period of the withdrawal. The request shall be granted not later than ten (10) days from the date of receipt of the request. The hearing with the Administrator will be conducted in accordance with the provisions of this procedure.

Any person to whom consent to remain on campus or at a college facility has been withdrawn who knowingly reenters the campus or college facility during the period in which consent has been withdrawn, except to come for a meeting or hearing to which he or she has been invited to attend by the Administrator or designee, is subject to arrest. [Penal Code Section 626.4]
5231.2.2 Immediate Short-term Suspension

The Superintendent/President, or designated authority, may order immediate exclusion from campus and/or classes for a period not to exceed 10 days when it is determined that immediate suspension is required to protect lives or property and to ensure the maintenance of order [Education Code Section 66017]. A student may be summarily suspended for good cause without a conference or hearing. Short-term Suspension is designed to provide an opportunity for investigation, to serve as a means of relieving tension of the student body due to a serious infraction of the Standards of Student Conduct, or to remove a threat to the well-being of the students and/or the good order of the College which would prevent the continued normal conduct of the academic community.

5231.2 Initiation of Disciplinary Action

All proceedings held in accordance with these procedures shall relate specifically to an alleged violation of this adopted Standards of Student Conduct.

A request for disciplinary action may be initiated by any faculty, student or College employee and shall be made of the Administrator in writing. The Administrator will then take any action deemed appropriate under the circumstances.

The Administrator shall determine if any aspect of the student’s conduct constitutes good cause to initiate any disciplinary action.

The student disciplinary provisions do not apply to:

1. Student Grievance Procedures;
2. Removal by Instructor or Staff of Disruptive Students;
3. State Residence Determination; and
4. Other academic and legal requirements for admissions, retention and conferral of degrees or certificates.

Disciplinary measures may be taken by the College independently of any charges filed through civil or criminal authorities, or both.

5231.3 Definitions of Terms

District - The Santa Barbara Community College District

Student - Any person currently enrolled as a student or in any program offered by the District.

Instructor - Any academic employee of the District in whose class a student subject to discipline is enrolled, or counselor who is providing or has provided services to the student, or other employee who has responsibility for the student’s educational program.

Administrator - The Dean, Educational Programs (Student Support Services ), or other administrative designee, for credit programs and the Dean, Continuing Education, or other administrative designee, for non-credit programs.
Management/Supervisory Staff Member - Any individual employed and designated by the Superintendent/President as an administrative, management, or supervisory employee.

College Property - any college-owned or controlled property, including off-campus leased facilities and facilities where college sponsored activities take place.

Campus Jurisdiction - No student shall be removed, suspended, expelled or sanctioned unless the conduct for which the student is disciplined is related to college activity or college attendance.

Withdrawal of Consent to Remain on College Property - Withdrawal of consent by the Administrator or any management/supervisory staff member, for any person to remain on campus or at a college facility in accordance with California Penal Code Section 626.4 where any management/supervisory staff member has reasonable cause to believe that such person has willfully disrupted the orderly operation of the campus or college facility.

Removal from class - Exclusion of the student by an instructor for the day of the removal and the next class meeting.

Removal from Service Area - Exclusion from a service area of the student by a Management/Supervisory staff member for the day of the removal and the next day.

Day - For the purpose of establishing deadlines, a day is any weekday, excluding Saturdays and Sundays, during which the District is in session and regular classes are held.

Warning - Written or oral notice to the student that continuation or repetition of misconduct may be cause for further disciplinary action.

Written or Verbal Reprimand - An admonition to the student to cease and desist from conduct determined to violate the Standards of Student Conduct. "Written" reprimands may become part of the permanent student file and is considered in the event of future violations. A record of the fact that a "verbal" reprimand has been given may become part of a student's record at the college for a period of up to one year.

Disciplinary Probation - This action by the Administrator may be imposed upon an individual, group, or groups of students for a period not to exceed one (1) academic year. Repetition, during the probationary period, of conduct that initiated the disciplinary probation or other offenses that constitute "good cause" may result in suspension or additional disciplinary action. The Administrator may impose additional sanctions for a specific period of conditional participation in campus and academic affairs, which may involve any or all of the following:

a. Ineligibility for all College organization offices.

b. Removal from any College organization office held.

c. Revocation of the privilege of participating in College and/or student-sponsored activities.

d. Termination of Federal, State and/or local financial aid.

e. Barred from occupying any portion of the campus or buildings, or from contacting or talking with specific student, faculty or staff members, and may be denied all College privileges for a specified period of time.

Forfeiture of Fees - Refusal to refund or forfeiture of fees may be imposed whenever the Administrator determines that there is just cause to prohibit such action.
Restitution - Monetary restitution may be imposed whenever college property has been damaged or destroyed and/or whenever college funds have been fraudulently received or used for an unauthorized purpose.

Community Service - The Administrator may require a student to complete a specific number of hours of work or a specific assignment at a designated location either on or off campus.

Hold on Records - The Administrator may place a "hold" on all students’ records for a period not to exceed one (1) year.

Participation in Special Program - The Administrator may prescribe mandatory participation in counseling and/or other self-help prevention or treatment programs as a condition of continued enrollment or re-admittance to the college.

Short-term Suspension - Immediate exclusion from campus and/or classes for a period not to exceed 10 days by the Superintendent/President, the Administrator or designated authority, when it is determined that immediate suspension is required to protect lives or property and to ensure the maintenance of order. A suspended student may be barred from occupying any portion of the campus or buildings, from contacting or talking with specific student, faculty or staff members, or from taking a specific class or classes, and may be denied all College privileges including attendance for a specified period of time. A student may be summarily suspended for good cause without a conference or hearing, but a Notice of Short-term Suspension, the reasons for such Short-term Suspension, and the opportunity to respond shall be given to the student as soon as possible. The Superintendent/President shall be promptly notified, in writing, of any and all Short-term Suspensions.

Long-term Suspension - Exclusion of the student by the Superintendent/President, or designated authority, for good cause from one or more classes for the remainder of the school term, or from all classes and activities of the college for one or more terms. A suspended student may be barred from occupying any portion of the campus or buildings, from contacting or talking with specific student, faculty or staff members, or from taking a specific class or classes, and may be denied all College privileges including attendance for a specified period of time.

Expulsion - The removal of a student by the Governing Board from the College for one or more terms.

3231.4 Sanctions, Short-term Suspensions, Long-term Suspensions, and Expulsions

Before any disciplinary action listed in C. Administrator's Actions, is taken against a student, the following procedures will apply:

A. Notification of Charges

Students charged with violations of the Standards of Student Conduct shall be notified that they are required to meet with the Administrator to discuss such alleged violations and any disciplinary action that may or will result if such charges are found to be true. The notice may be verbal or written and it may be hand-delivered or mailed to the student's address on file in the College's Admissions and Records Office.

B. Preliminary Meeting

The meeting with the Administrator shall consist of the following:

1. The student will be given a copy of the Standards of Student Conduct.
2. The student will be given a written statement of the alleged violation(s).

3. The student will be given a reasonable opportunity to answer each alleged violation(s).

4. The student will be informed of any possible disciplinary action(s) that may or will be taken.

5. The student will be provided written notice of further meetings if the Administrator deems such further meeting(s) necessary.

6. The student will be provided written notice of his or her right to a hearing before the Disciplinary Hearing Committee for a hearing on the matter before discipline is imposed.

C. Administrator's Actions

If, after reviewing the situation with the student, the Administrator concludes that disciplinary action is appropriate, the Administrator shall deliver in writing one or more of the following types of disciplinary action, unless the Administrator and the student agree to another appropriate disciplinary action:

1. Warning

2. Short-term Suspension

3. Reprimand

4. Disciplinary Probation

5. Long-term Suspension

6. Expulsion

7. Restitution

8. Hold on Records

9. Forfeiture of Fees

10. Participation in Special Program and/or Community Service

D. Time Limit for Requesting Hearing With Disciplinary Hearing Committee

*Before any disciplinary action listed above* under C. 3-10 (Reprimand, Disciplinary Probation, Long-Term Suspension, Expulsion, Restitution, Holds on Records, Forfeiture of Fees, Participation in Special Program or Community Service) is taken the student will have the right to request a hearing before the Disciplinary Hearing Committee.

From the date the student is notified of the Administrator's decision, any request for a hearing before the Disciplinary Hearing Committee must be in writing and delivered to the office of the Executive Vice President, Educational Programs. The student's request must be either mailed to the Executive Vice President, Educational Programs, postmarked within ten (10) days of notice of the decision of the Administrator, or hand-delivered by the student or designee and received and receipted by the Executive Vice President, Educational Programs within ten (10) days from the date of notification to the student of the Administrator's decision.
The letter notifying the student of the Administrator's decision shall include a declaration of mailing, made by the Administrator or designee, specifying the date of mailing such letter. The Administrator is deemed to have notified the student of his or her decision on the date so declared.

In the event that the student requests a hearing before the Disciplinary Hearing Committee, the Executive Vice President, Educational Programs may attempt to resolve the dispute informally prior to establishing a hearing date. In no event shall the Executive Vice President, Educational Programs suspend a Short-term Suspension.

Short-term Suspension is not considered disciplinary action against the student and is not subject to the Disciplinary Appeal process. A student may be summarily suspended for good cause without a conference or hearing. The Superintendent/President shall be promptly notified, in writing, of any Short-term Suspensions required to protect lives or property and to ensure the maintenance of order.

E. Miscellaneous

Whenever the student to be suspended or expelled is under 18 years of age, his/her parent(s) or guardian shall be notified in writing by the Administrator.

Under Suspension or Expulsion of a student for violation of Penal Code 245 (assault with a deadly weapon likely to produce great bodily harm), the Administrator shall notify the appropriate law enforcement agency.

Specified times may be shortened or lengthened by mutual written agreement of all parties.

The fact of any disciplinary action, as provided in 3231.4(C)(3) through 3231.4(C)(6), and the reasons therefore, shall be documented in the student's permanent file, subject to access, review, and comment by the student as authorized by the Family Educational Rights and Privacy Act (10 U.S.C. 2332g) and Education Code 76200 et seq. All access to or release of such records to members of the public shall also be in accordance with State and Federal Law.

3231.5 Disciplinary Appeal Procedure

A. The Hearing Panel

There shall be an on-campus standing panel from which one or more Disciplinary Hearing Committees may be appointed. The panel shall be made up of the following:

Group 1 - All students enrolled in 9 or more units with a cumulative grade point average of 2.0 or better.

Group 2 - All tenure track certificated faculty or regular classified personnel except those designated as management.

Group 3 - All full-time, certificated and classified management personnel with the exception of the Executive Vice President, Educational Programs or designee.

From Group 1, the Associated Student Body President shall appoint two students and one alternate; from Group 2, the President of the Academic Senate shall appoint two certificated personnel and one alternate when appropriate, or in the alternative, the President of CSEA, shall appoint two classified employees and one alternate; and from Group 3, the Executive Vice President, Educational Programs, shall appoint one management person and one alternate.
B. **Right to Challenge Committee Composition**

The hearing shall be convened by the Executive Vice President, Educational Programs or designee. The Executive Vice President, Educational Programs shall introduce the members of the Committee. At such time, the Administrator and/or the student shall exercise their rights to challenge the members of the Committee as set out below.

The Administrator and/or the student may each challenge one member of the Disciplinary Hearing Committee as a matter of right. Any member of the Disciplinary Hearing Committee may be challenged for cause. Grounds for cause shall be limited to any personal involvement in the situation giving rise to the disciplinary action, any statement made on the matters at issue, or any other act or statement indicating that person could not act in a neutral manner. Validity of any such challenges shall be determined by the Executive Vice President, Educational Programs. The appropriate replacements shall be appointed from the appropriate group by the Executive Vice President, Educational Programs. Any and all challenges must be made prior to evidence being heard.

C. **Selection of Committee Chairperson**

Upon completion of the challenges, if any, the Committee shall receive copies of these Procedures and meet alone to select a Chairperson.

If the members cannot reach a mutual agreement on Chairperson, the Executive Vice President, Educational Programs shall designate a member to serve as Chairperson. The Chairperson shall preside over the hearing and make rulings as to its conduct. The chairperson shall have the privilege of voting on all issues.

D. **Right to Representation**

The Administrator or student may represent himself or herself or may be represented by an attorney. If represented by an attorney, the Administrator or student shall notify the Executive Vice President, Educational Programs in writing of that fact no later than three (3) days prior to the date of the hearing.

The Disciplinary Appeal Committee may be provided legal counsel. Such counsel may sit with the Disciplinary Appeal Committee in an advisory capacity but shall not be a member of the Committee nor vote with it.

E. **Scope of Disciplinary Hearing Committee Hearing**

The Disciplinary Hearing Committee shall limit the scope of their appeal hearing to the following:

1. Did the evidence support the findings of the Administrator?
2. Was the disciplinary action levied by the Administrator within the range of disciplinary actions delineated in the Standards of Student Conduct Policy?

F. **The Hearing**

1. Opening - The Committee meets to hear whether proposed disciplinary action against the student by the College is deemed appropriate within the scope of authority as defined in the Standards of Student Conduct Policy.
2. The Chairperson shall distribute copies of the charges and the proposed disciplinary action taken.

3. Plea - The student shall admit or deny each charge. If the student admits each charge and wishes to present no evidence of mitigating circumstances or other defense, the Committee shall retire to make its decision. If the student denies any or all of the charges or wishes to present evidence of mitigating circumstances, the hearing shall proceed.

4. Burden of Proof and of Producing Evidence - The Administrator has the burden of proving the evidence supports the Administrator's findings. The student may present evidence in support of his or her position, and then the Administrator may present evidence to refute such evidence. The student has the burden of proving that the Administrator acted outside the scope of his/her authority or has been arbitrary in posing the disciplinary measure.

5. Arguments - First the Administrator and then the student shall be afforded an opportunity to make or waive an opening statement. The student may reserve his or her opening statement until after the Administrator has presented his or her evidence. After the opening statements, first the Administrator and then the student shall have the opportunity to present witnesses and other relevant evidence.

6. Evidence
   a. Oral evidence shall be taken only on oath or affirmation.

   b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though the matter was not covered in the direct examination; to impeach any witness regardless of which party first called him or her to testify; and to rebut the evidence against him or her. If the student does not testify in his or her own behalf, he or she may be called and examined as if under cross-examination.

   c. The hearing need not be conducted according to technical rules relating to evidence and witnesses, except as hereinafter provided. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining the evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions, or if it is a signed and dated written declaration of a witness who is shown to be unavailable. Irrelevant and unduly repetitious evidence shall be excluded.

7. Closed Hearings - Hearings shall be closed to the general public and confidential and all witnesses shall be excluded before and after testifying unless the Administrator, the student, and the committee agree to the contrary, except neither the student nor the Administrator and their respective attorneys, if any shall be excluded. Both the Administrator and the student shall be entitled to call witnesses and to question witnesses presented by the other. Any member of the Committee may ask questions at any time upon recognition by the Chairperson. Either side may recall a witness, who again may be questioned by both parties and the Committee.

    The hearing shall be recorded. The recording may be used by the President and/or the Governing Board in the case of an appeal.

8. Absence of the Administrator and/or Student - If the Administrator and/or the student do not appear and no satisfactory explanation for the absence is made at the earliest opportunity, or if the
Administrator and/or the student leave the hearing before its conclusion, the hearing shall proceed without the absent party, and the Committee shall reach a decision based on the evidence presented.

9. Conclusion - First the Administrator and then the student shall be afforded the opportunity to make or waive a closing argument. The Committee shall retire to deliberate with all of the members of the Committee present and may include the legal advisor when appropriate. The Committee shall reach its decision based only upon the record of the hearing and shall not consider matters outside of that record. Within five (5) days of the hearing, the Chairperson shall deliver to the Executive Vice President, Educational Programs or designee, the student, and the Administrator, their written decision arrived at by a simple majority of the Committee. The Disciplinary Hearing Committee's notification of their decision to the student and the administrator will be by United States Mail which shall include a declaration of mailing specifying the date of mailing such letter. The Disciplinary Hearing Committee is deemed to have mailed such letter on the date so declared.

The decision of the Disciplinary Hearing Committee is binding on all parties unless appealed pursuant to paragraph G, below.

G. Appeal to the Superintendent/President - Either the student or the Administrator may appeal the decision of the Disciplinary Hearing Committee to the Superintendent/President by filing an appeal with the Superintendent/President. Any such appeal shall be made in writing and either mailed, postmarked evidencing the date of such mailing, or hand-delivered, received and receipted by the Superintendent/President within ten (10) working days of the mailing of the decision by the Committee and shall state specifically the grounds for appeal. Appeal shall be based only on the record of the Disciplinary Hearing. Both the student and the administrator may submit written statements on appeal. No personal appearances will be made before the Superintendent/President.

The Superintendent/President shall report his/her decision to all relevant parties including the Governing Board within fifteen (15) working days of receiving the appeal request. The Superintendent/President's notification of his/her decision to the student will be by United States Mail which shall include a declaration of mailing specifying the date of mailing such letter. The Superintendent/President is deemed to have mailed such letter on the date so declared.

H. Appeal to the Governing Board - Either the student or the Administrator may appeal the decision of the Superintendent/President to the Governing Board by filing an appeal with the Superintendent/President. Any such appeal shall be made in writing and either mailed, postmarked evidencing the date of such mailing, or hand-delivered, received and receipted by the Superintendent/President within ten (10) working days of the mailing of the decision by the Superintendent/President and shall state specifically the grounds for appeal. Any appeal shall be based only on the record of the Disciplinary Hearing. Both the student and the Administrator may submit written statements on appeal. No personal appearances will be made before the Governing Board. The Governing Board's review shall be limited to the record of the Disciplinary Hearing, and the decision of the Superintendent/President. The Board shall not consider any evidence outside the record.

The Governing Board shall consider appeals at any regularly-scheduled public meeting held within thirty (30) working days of receipt of the appeal by the Superintendent/President.

The Governing Board shall consider the matter in closed session. Before calling such a closed session the Governing Board shall, in writing, by registered or certified mail, notify the student and the Administrator of the intent of the Governing Board to call and hold such closed session. The final action of the Governing Board shall be taken at a public meeting and the result of such action shall be a public record.
The Governing Board's action shall be final and binding on all parties.

Revised by Governing Board: 8-21-03