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
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Board of Trustees

Educational Policies Committee

AGENDA

Mrs. Joyce Powell, Chair
Ms. Joan Livingston
Mr. Desmond O'Neill

Thursday
December 7, 1995

1. College Calendar - 1996-97
   Attachment

2. Standards of Student Conduct
   Attachment

3. Review of Policies
   a. Registration Priorities Policy
   Attachment
   b. Academic Affairs Program Review Policy
   Attachment
   c. Proposed - Financial Aid Loan Policy

4. Proposed Agreement - SB Museum of Natural History/SBCC
   Attachment

5. California's Workforce Preparation Plans
   Attachment

6. Proposed Membership - Phi Theta Kappa - International Honors Society
   Attachment

7. Report on Professional Development Days

8. Study Abroad Recommendations

9. Curriculum
   a. Distributive Learning
   Attachment
   b. Interdisciplinary

10. Approach to Accreditation
    Attachment

11. Business Outreach Services
    Attachment
   a. Economic Development Activity
   Attachment
   b. Customized Training and Services, Status Report

12. Technology - Vision and Directions Statement
    Attachment
Santa Barbara Community College District
Board of Trustees
Educational Policies Committee
Thursday, December 7, 1995

M I N U T E S

Present:  Mrs. Joyce Powell, Chair
          Ms. Joan Livingston
          Mr. Desmond O'Neill

The meeting was called to order at 4:30 p.m.

1.  College Calendar 1996-97

   The proposed College Calendar as endorsed by the Academic Senate, the various
   Student Services groups, and the CSEA was presented to the Committee. Spring
   vacation is established from March 31 to April 4, 1996. It is hoped that the Santa
   Barbara School District will have their spring break during that period. This reduces
   difficulties associated with childcare and other considerations for our students.

   The full calendar will be taken to the Board of Trustees' meeting on December 14,
   1995, for approval. The Committee endorsed the Calendar as presented.

2.  Standards of Student Conduct

   Dean William Cordero and Vice President for Student Affairs, Lynda Fairly, presented
   the revisions to the Standards of Student Conduct. The specific changes were outlined
   in the cover sheet included with the agenda. Also recommended for change was the
   person responsible for taking disciplinary action for violations of the assessment testing
   procedures. The Assessment Technician will report those violations to the appropriate
   Dean who will be responsible for taking disciplinary action.

   Committee members endorsed the changes as proposed.

3.  Review of Policies

   a.  Registration Priorities Policy

       Reviewed with the Committee was the letter sent from Vice President Fairly to
       Mr. Tom Nussbaum, Legal Counsel for the California Community Colleges. The
       letter was responded to by Ralph Black of Mr. Nussbaum's office.

       Mr. Black confirmed that the registration procedures followed by SBCC are in
       compliance with existing laws. No further action was taken on these procedures.
October 4, 1995

Tom J. Nussbaum
General Counsel/Vice Chancellor
California Community Colleges
1107 Ninth Street
Sacramento, CA 95814

Dear Tom,

As I read the “Legal Analysis of Affirmative Action Programs in the California Community Colleges,” a few questions are of concern to SBCC. In particular, we are reviewing our Registration Priorities Policies.

Our Registration Priorities, which I’ve attached, give preference to disabled students and EOPS students who have earned less than 24 units at SBCC. The analysis from the Chancellor’s Office states that “distinctions, such as age, disability, and economic status are reviewed under the "rational basis" test. Such distinctions can be justified if reasonably necessary to achieving a legitimate governmental objective.” Then on page 53 it sidesteps the concept of registration priorities. On page 35 it states that there have been no court decisions regarding alleged discrimination against nondisabled persons."

In view of the EOPS who are "educationally disadvantaged" and DSPS who are disabled, would you judge our registration priority policies to be nondiscriminatory and acceptable under the "rational basis" test?

As you read our policies, please comment on any other priority which wouldn’t pass a legal review.

Thank you for your attention to this matter.

Sincerely,

Lynda Fairly, Vice President
Student Affairs

cc: Dr. Peter MacDougall
November 16, 1995

Lynda Fairly, Vice President
Student Affairs
Santa Barbara Community College District
721 Cliff Drive
Santa Barbara, CA 93109-2394

Dear Ms. Fairley:

I am writing in response to your letter of October 4, 1995, in which you asked for our opinion regarding the constitutionality of your registration procedure which gives priority to students with disabilities and those receiving services through the Extended Opportunity Programs and Services (EOPS) program.

As you correctly observed, in applying the Equal Protection Clause of the Fourteenth Amendment to the U.S. Constitution, courts review distinctions, such as age, disability, and economic status, using the "rational basis" test. Such distinctions can be justified if reasonably necessary to achieving a legitimate governmental objective. (Massachusetts Board of Retirement v. Murgia 427 U.S. 307, 314 (1976) [age]; San Antonio Independent School Dist. v. Rodriguez 411 U.S. 1, 28 (1973), reh. denied, 411 U.S. 959 (wealth); Cleburne v. Cleburne Living Center, Inc. 473 U.S. 432 (1985) [disability].)

When it created the EOPS program, the Legislature explained the objectives of the program in Education Code Section 69640. That Section states that the goals of the EOPS program include increasing "the number and percentage of students enrolled in community colleges who are affected by language, social, and economic disadvantages" and increasing the number of such students who "successfully complete their educational objectives" and "transfer to four-year institutions following completion of the related educational programs at community colleges." The Board of Governors has adopted regulations in Title 5 of the California Code of Regulations (commencing with Section 56200) to implement the EOPS program. In order to further the Legislative goal of increasing the enrollment of disadvantaged students, Section 56232 requires that colleges accepting EOPS funds must provide certain services including "registration assistance and priority enrollment." This requirement seems rationally related to the goal of increasing enrollment and transfer because students who cannot get into the classes they need or want may drop out or fail to complete their educational programs. This is particularly true in the current environment where course offerings are being reduced for budgetary reasons.
With respect to students with disabilities, priority in registration is a form of accommodation required by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq.). Priority registration may be necessary, for example, in order to ensure that a student with limited mobility can arrange to take classes which are all located in the same building or general area of the campus. Similarly, learning disabled and visually impaired students may require priority registration because they need to have textbooks in alternative media and must be able to order such materials in advance with assurance that they will get the courses they selected. Federal law would not necessarily require a college to provide priority registration for all students with disabilities, but your procedure accounts for this by requiring approval from the Disabled Students Programs and Services before a student is entitled to this service.

Thus, we conclude that providing priority registration in the manner outlined in your policy is rationally related to legitimate governmental objectives. Accordingly, it is our opinion that your policy is consistent with the applicable equal protection standards.

I hope this information is helpful. If you have any further questions, you can call me at (916) 327-5692.

Sincerely,

Ralph Black
Assistant General Counsel

cc:  Tom Nussbaum
     Thelma Scott-Skillman
July 27, 2009

Andrea Serban, PhD
Superintendent/President
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109-2394

Dear Dr. Serban:

It is my pleasure to inform you that the NLNAC Board of Commissioners approved the continuing accreditation of your nursing program at its meeting on July 8-9, 2009. The Board of Commissioners granted the associate nursing program continuing accreditation with the condition that your program submit a Follow-Up Report in 2 years. If the Follow-Up Report is accepted by the Commission, the next evaluation visit will be scheduled for Spring 2017. The details of the accreditation visit and the decision put forth by the Commission have been sent to the head of your nursing program.

A Follow-Up Report requires the nursing education unit to demonstrate paper compliance with a specific accreditation standard/s. The Follow-Up Report is to address Standard 2. Faculty and Staff. The report for the associate program is to be submitted to NLNAC by Fall 2011. At the time of its review of the Follow-Up Report, the Commission will either affirm the time of the next evaluation visit or remove the nursing program from the list of accredited programs.

The National League for Nursing Accrediting Commission, and its predecessor, the National League for Nursing, have stood for standards of excellence for all types of nursing education for over 50 years. By choosing to be accredited by NLNAC, you and your faculty have demonstrated your commitment to the highest standards of nursing education. Your successful accreditation shows that your school does indeed meet these high standards.

We look forward to continued successes for your nursing program.

If you have questions about this action or about Commission policies and procedures, please write or call me or a member of the Professional Staff.

Sincerely,

[Signature]
Sharon J. Tanner, EdD, RN
Executive Director
Background for the New Contract between Cottage Health System and SBCC to Continue Support for the Nursing Program

Starting in July 2001, the Cottage Health System has generously supported SBCC’s Associate Degree Nursing Program through a ten-year contract that provided funding for four full-time equivalent faculty positions. The purpose of the support was to help the ADN program increase the number of graduates and subsequent hires by the Cottage Health System. The Cottage Health System values the partnership with SBCC and is interested in continuing the support for the ADN program. However, because the number of graduates has been fairly flat over the period of the prior contract and Cottage Health System has not experienced a notable increase in the number of graduates hired annually who graduated from SBCC, the new proposed contract (attached), along with a base amount every year, provides incentives for both number of graduates and number of hires. This contract would be retroactive to July 1, 2009. The support received from the Cottage Health System has been critical for the ADN program and we look forward to a continued, productive collaboration.

Table 1. SBCC ADN Graduates

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<th>#Grads</th>
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<tr>
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AGREEMENT FOR SBCC NURSING PROGRAM SUPPORT

This Agreement for SBCC Nursing Program Support ("Agreement") is made as of July 1, 2009, between Santa Barbara Cottage Hospital (SBCH), a California non-profit public benefit corporation ("SBCH") and Santa Barbara City College ("SBCC") in conjunction with CHS.

Recitals

A. SBCC operates an Associate Degree in Nursing Program (the "Program") and has been receiving financial support for that program from SBCH pursuant to an Agreement to Support SBCC Nursing Program ("Program") between the Program and the Santa Barbara Cottage Hospital Foundation ("Foundation"), dated July 1, 2001 ("Foundation Agreement").

B. Cottage Health System ("CHS") and its affiliated hospitals which are supported by SBCH hire a significant number of Program graduates.

C. In order to support the Program and increase the number of registered nurses ("RN") eligible for employment in the Cottage Health System service area, SBCH desires to provide financial support to SBCC for that purpose.

D. The Foundation and SBCC executed an Termination Agreement terminating the Foundation Agreement effective June 30, 2009, and this Agreement replaces the Foundation Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and restrictions set forth herein, the parties agree as follows:

1. RESPONSIBILITIES OF SBCH. During the term of this agreement SBCH agrees to do the following:

1.1 Baseline Support: SBCH agrees to provide SBCC $360,000 per academic year for general support of the Program ("Baseline Support"). Baseline Support shall be increased annually, starting with the 2010-2011 academic year, in a percentage equal to the percentage increase in the average faculty salary compensation for the Program, not to exceed five percent (5%) for each academic year.

1.2 Additional Incentive Support: In addition to the Baseline Support referenced in Paragraph 1.1, SBCH agrees to provide SBCC with the following "Incentive Support":

(a) $1,000 for each new SBCC graduate in each academic year; and

(b) $4,000 for each new SBCC graduate hired by CHS during the prior academic year. A "new SBCC graduate hired by CHS" is an individual who accepts employment with Santa Barbara Cottage Hospital, Goleta Valley Cottage Hospital or Santa Ynez Valley Cottage Hospital as an RN on at least a thirty-six (36) hour per week basis as the individuals' first employment as an RN after graduation from the Program.
1.3 **SBCH Support for 2009-2010 Academic Year:** For the 2009-2010 academic year only, SBCH agrees to provide SBCC the greater of either (i) the sum of the Baseline Support and the Incentive Support referenced subparagraphs 1.1 and 1.2, or (ii) $508,465.

1.4 **Payment schedule.** SBCH agrees to provide quarterly payments to SBCC for the term of the contract. For the 2009 - 2010 academic year, SBCH agrees to provide quarterly payments equal to one quarter of $508,465 ($127,116.25) beginning September 1, 2009.

1.5 **Funding Reconciliation.** There will be a joint annual review of the Program's success in meeting its responsibilities as outlined in this agreement and to determine funding for the subsequent academic year. The meeting will take place at the end of the academic year for each year during the term of this Agreement in the month of July. Funding reconciliation will be comprised of: (i) evaluating the need to increase general support up to 5% for faculty salary increases for the subsequent academic year; (ii) determining the incentive support for the subsequent academic year based upon the number of Program graduates in the prior academic year and the number of SBCC new graduate RN's hired by CHS in the prior 12 month period in accordance with Section 1, paragraphs 1.1 and 1.2.

If Program fails to meet its responsibilities as identified in Section 2 and such default continues for six months, then SBCH may, in its sole discretion, modify the funding under this Agreement. SBCC will be given not less than 60 days written notice of any such decision by SBCH to modify its funding of the Program.

2. **RESPONSIBILITIES OF SBCC.** During the term of this Agreement, SBCC agrees to do the following:

2.1 Maintain good standing with the Board of Registered Nursing ("BRN") and National League of Nursing ("NLN") Accreditation.

2.2 Maintain a graduation rate of at least 35 Registered Nurses each year.

2.3 Establish and maintain clinical rotations at Cottage Health System hospitals pursuant to an Agreement for Use of Clinical Facilities substantially in the form attached as Exhibit A.

2.4 Provide an annual report in July of each year during the term of this Agreement to Cottage Health Systems Vice President, Human Resources that includes at least the following:

(a) The number of students admitted to the Program in the prior academic year.

(b) The number of students graduating from the Program in the prior academic year.

(c) The list of the names of Associate Degree Nursing graduates in the prior year so that CHS can track the number of Program graduates placed in CHS hospitals each year.

(d) Other data elements as agreed by CHS and the responsible SBCC Dean.
3. **TERM AND TERMINATION.**

3.1 **Term.** This Agreement shall become effective on July 1, 2009, and shall continue in full force and effect for five (5) years and one month, concluding on July 31, 2014, unless terminated sooner in accordance with the terms of this Agreement.

3.2 **Termination For Cause.** In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement giving written notice of termination to the breaching party, which termination shall be effective immediately upon delivery; provided, however, that if the nature of the breach is such that it can be reasonably cured, said notice shall specify the nature of such breach, and shall further state that the breaching party shall have thirty (30) days from the effective date of such notice to cure such breach, at which time, if the breach is not cured, this Agreement shall terminate.

4. **TERMINATION OF PRIOR AGREEMENT**

The parties previously entered into an Agreement to Support SBCC Nursing Program, dated July 1, 2001 (the "Prior Agreement"). The parties hereby agree that this Agreement supersedes the Prior Agreement and that the Prior Agreement is terminated effective July 1, 2009.

5. **NON INTERFERENCE**

SBCC shall not engage in any activities for or with any person or entity not affiliated with CHS or its hospitals, which would interfere with SBCC’s ability to perform its obligations under this Agreement or the Agreement for Use of Clinical Facilities referred to in Section 2.3 above.

4. **GENERAL**

4.1 **Arbitration.** The parties shall submit all disputes relating to this Agreement (whether contract, tort, or both) to binding arbitration. The parties understand that they are waiving their rights to a jury trial. The arbitration shall be conducted pursuant to Part 3, Title 9 of the California Code of Civil Procedure (§1280-1288.8). Discovery, including dispositions for the purpose of discovery, shall be broadly permitted, and the provisions of California Code of Civil Procedure §1283.05 shall apply. Any demand to arbitrate shall be served on the other party. The arbitration shall occur in Santa Barbara, California, before a single individual to be agreed upon by the parties, and, if the parties have not so agreed within ten (10) days from the date either party requests arbitration, then such individual shall be appointed by the Presiding Judge of the Santa Barbara County Superior Court. The decision of the arbitrator shall be final and binding, and shall be subject to confirmation, correction or vacation in accordance with the provisions of California Code of Civil Procedure, §1285-1287.4. Any application, petition or other proceeding: (i) to enforce the award or provisions of this Agreement; (ii) to the extent the arbitrator does not have the power or authority to resolve the dispute or grant the relief sought; or (iii) for the provisional or equitable relief pending appointment of an arbitrator, shall be commenced in the Santa Barbara court which has jurisdiction there over, and the parties hereby consent to jurisdiction and venue in such courts. The prevailing party in any such dispute resolution shall be entitled to recover her or its attorneys' fees and costs incurred.

4.2 **Severability.** If any provision of this Agreement is determined to be invalid, unenforceable, void, unethical or illegal by any competent body, the remaining portions of this Agreement shall remain in full force and effect and the illegal or unethical portion shall be immediately modified to cure the defective provisions. The parties agree to exercise good faith to ensure that the obligations hereunder assumed are always performed in a legal and ethical manner.
4.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.4 **Integration.** This Agreement contains the entire agreement among the parties and supersedes all prior and contemporaneous oral and written agreements, understandings, and representations among the parties. No amendments to this Agreement shall be binding unless executed in writing by all of the parties.

4.5 **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

4.6 **Section Headings.** Section headings are used in this Agreement for convenience only and shall not be deemed part of this Agreement.

4.7 **Amendments.** This Agreement may be amended at any time by mutual agreement of the parties provided that, before an amendment shall be operative and void, it shall be reduced to writing and signed by the parties.

4.8 **Exhibits.** All Exhibits referred to herein are hereby incorporated herein. In the event that any provision of this Agreement conflicts with any Exhibit to this Agreement, the Exhibit shall control with respect to the subject matter of such Exhibit.

4.9 **Counterparts.** This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

4.10 **Ability to Enter into Agreement.** Each party represents and warrants that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.

4.11 **Compliance.** The Compliance Officer of either party, on advice of legal counsel, may terminate the Agreement at any time upon notice to the other party based upon a determination, in the Compliance Officer’s reasonable discretion, that this Agreement presents a compliance risk for that party.

4.12 **Assignment.** Neither party shall assign its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party. Any such attempted assignment shall be null and void. The parties agree that students are not “third party beneficiaries” of this agreement and may not bring any legal action to enforce its terms.
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above.

SANTA BARBARA COTTAGE HOSPITAL

______________________________  _______________________
Signature                                      Date

______________________________
Ron Werft, 
President and CEO
Cottage Health System

SANTA BARBARA CITY COLLEGE

______________________________  _______________________
Signature                                      Date

______________________________
Andreea M. Serban, Ph.D. 
Superintendent/President
Santa Barbara City College
EXHIBIT A

SANTA BARBARA CITY COLLEGE
Health Technologies Programs

AGREEMENT FOR USE OF CLINICAL FACILITIES

This agreement is made and entered into between:

SANTA BARBARA COTTAGE HOSPITAL
P.O. BOX 689
SANTA BARBARA, CA 93102

(Hereinafter known as "FACILITY") and

SANTA BARBARA COMMUNITY COLLEGE DISTRICT
721 CLIFF DRIVE
SANTA BARBARA, CA 93109

(Hereinafter known as "DISTRICT").

WITNESSETH

WHEREAS the DISTRICT operates Santa Barbara City College, (hereinafter the "COLLEGE"), which provides in its curriculum programs for the education of NURSING students; and

WHEREAS the above FACILITY including the following entities: Santa Barbara Cottage Hospital and Goleta Valley Cottage Hospital is willing under certain conditions to allow the DISTRICT to place students enrolled in the NURSING Program in the FACILITY for relevant educational clinical experience:

X Associate Degree Nursing (ADN-RN)
X Vocational Nursing (VN-LVN)
X Certified Nursing Assistant (CNA)

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

1. PERIOD OF AGREEMENT/TERM

This agreement shall be effective as of July 1, 2009, and shall continue through July 31, 2014 at which point it shall terminate; provided, however, that this Agreement may be terminated prior to July 31, 2014 by either party after giving the other party thirty (30) days advance written notice of its intention to terminate. Each party retains the right to terminate the agreement upon 30 days notice without "cause" or the obligation to show a breach of the agreement by the other party.

2. GENERAL OBLIGATIONS OF COLLEGE

The COLLEGE agrees to the following:

A. To accept responsibility for the development, organization, and implementation of the curricula under the direction of the Program Directors or Coordinator and the Dean.
B. To accept responsibility for the selection and guidance of learning experiences to meet the objectives of the curricula.

D. To furnish copies of class schedules and student rotation in clinical assignments to designated personnel employed by the FACILITY within six weeks of the beginning of the student rotation to allow FACILITY to properly plan.

E. COLLEGE shall be responsible for ensuring students possess and maintain current status of Basic Life Support (BLS) certification.

F. The COLLEGE and the FACILITY will meet as deemed necessary to discuss the students' program, any existing problems and evaluation of student learning experiences in the FACILITY.

G. COLLEGE shall ensure that students are informed that: (i) they shall not receive any wages or employee benefits, either from College or FACILITY; (ii) they shall be considered students who are receiving credit required as part of their curriculum; and (iii) they are not automatically entitled to a job at FACILITY upon the conclusion of their clinical training.

H. COLLEGE shall maintain standards of accreditation as formulated by its professional bodies.

3. GENERAL OBLIGATIONS OF FACILITY

The FACILITY agrees to provide the following:

A. Suitable learning experiences in the care of patients according to stated behavioral objectives. Opportunity will be provided for students to obtain experience in all educationally relevant phases of patient care dependent on their area of study. Although students will be under the supervision of COLLEGE faculty with periodically planned on-site supervision, they will receive the direct supervision of the Facility's staff. Students will pursue singular objectives with eventual pursuit of broad objectives all under instructor supervision. Students will have the privilege of consulting with members of medical and paramedical services of the FACILITY on an individual basis or in conferences as recommended by the faculty.

B. The Administration of the FACILITY, in cooperation with the individual department heads, supervisors, and medical staff strives to ensure that a safe work environment is maintained at all times for students in the FACILITY. Work environment is composed of the physical location, equipment, materials processed or used, and the kinds of tasks performed in the course of an employee's work. Every effort is made to minimize the probability of exposure to occupational illnesses and injuries.

C. As available, suitable conference room facilities, office space for instructors as available, storage space for teaching materials as available and lockers for students.

D. Access to the professional library and medical records. (The latter must be arranged in advance, utilizing the usual FACILITY protocol.)

E. Cooperation and intercommunication between the FACILITY administrative and staff personnel and the COLLEGE staff.

F. Upon appointment, FACILITY will permit its clinical facilities to be inspected and its personnel to be interviewed by state and national accreditation or review representatives.
G. Prior to clinical experience, FACILITY shall provide to students orientation and training to FACILITY policies and procedures; rules and regulations; and concepts as set forth in Addendum A. FACILITY shall maintain records documenting this training.

H. On orientation all students shall sign FACILITY'S Confidentiality Statement. FACILITY shall be responsible for maintaining these documents in students' records.

I. On orientation all students shall sign FACILITY'S Child Abuse Reporting Form and Dependent Adult Abuse Reporting Form. FACILITY shall be responsible for maintaining these documents in the Students' records.

J. A liaison person or persons to whom the COLLEGE sends all notices, changes, etc.
   a. Name of contact individual for FACILITY:
      Carol Henderson Nelson
      P.O. Box 689
      Santa Barbara, CA 93102
      805-569-8247
      c1nelson@sbch.org
   b. Name of contact individual for COLLEGE:
      Betty Pazich
      721 Cliff Drive
      Santa Barbara, CA 93109
      805-965-0581
      pazich@sbcc.edu

K. The FACILITY provides support for various student learning experiences. If another institution wishes to use the Facility for learning experiences, and such experiences interfere with those provided by the COLLEGE, all involved major parties would enter into dialogue to resolve the issue.

L. FACILITY shall, at all times, maintain accountability for the care of patients assigned to students. FACILITY shall at all times ensure that its staff is sufficient in number, quality, and stability to ensure safe and continuous service to patients and of FACILITY.

M. Participation of students from COLLEGE in this instructional program shall in no way influence FACILITY'S staffing decisions, including the displacement any regular paid employee of the FACILITY or cause the reduction of any FACILITY employee's hours.

4. USE OF CAFETERIA
   The students and instructors shall be permitted use of the FACILITY cafeteria.

5. MEDICAL AID
   FACILITY shall provide emergency first aid care for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the clinical experience at the Facility. Facility will direct the student to appropriate health care facility for follow up care. Any costs incurred, will be the sole responsibility of the student.

Any student returning from an absence caused by any illness or injury shall be cleared by a physician as monitored by the COLLEGE.
6. **CLINICAL EXPERIENCE**

COLLEGE and FACILITY agree that:

A. The schedule for the students' clinical experience at the FACILITY will be mutually agreed upon between the parties prior to the beginning of each clinical experience.

B. The number of students participating in the clinical experience at the FACILITY at any given time shall be mutually agreed upon by the parties prior to the beginning of the clinical experience, and may be modified from time-to-time by mutual agreement upon the request of either party.

C. The selection of patients for student experience by the COLLEGE clinical instructors shall be made in concurrence with the appropriate clinical manager of the FACILITY.

7. **HEALTH CERTIFICATION OF STUDENTS**

The COLLEGE shall require the examination for physical fitness and shall maintain records that the students provide proof of current immunization or immunity to rubella, rubeola, varicella, Hepatitis B (or declination) and a current PPD or tuberculosis evaluation. Specific requirements for the physical examination, including required immunizations, are required to be completed before enrollment. The COLLEGE shall comply with program health and OSHA requirements and maintain records thereof.

8. **UNIFORMS**

Each student and instructor shall adhere to the FACILITY'S dress code.

9. **SUPERVISION OF STUDENTS**

Each student shall be subject to the rules, regulations, policies and procedures of the FACILITY and the COLLEGE which are on file in the respective institutions and available to students. Students not following FACILITY policies may be removed from the FACILITY immediately.

10. **DISCONTINUANCE OF STUDENT ASSIGNMENTS**

The COLLEGE may, for cause and upon notice, discontinue the assignment of any students at any time during the period of this agreement. The FACILITY reserves the right to terminate the clinical experience of any student at any time for any reasons that is not illegal.

11. **STATUS OF STUDENTS AND INSTRUCTORS**

Students shall function under the direction and supervision of instructors of the COLLEGE who shall be licensees for the limited purposes expressed in this agreement. Such students and instructors shall not be deemed employees of the FACILITY for any purpose including but not limited to compensation for services, employee welfare and pension benefits or workers compensation insurance during the hours in which they are assigned to the Student Program.

Instructors are hired by the COLLEGE and meet the COLLEGE teaching requirements and the requirements of the appropriate licensing agency. The COLLEGE shall maintain records thereof.

Students will be nominated for enrollment in NURSING programs through the established COLLEGE process. Such selection shall be made without regard to race, creed, color, gender, handicap, national origin, age, ancestry, sexual orientation, marital status, religious affiliation or non-affiliation, disability, medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer) political affiliation or union membership.
12. RELATIONSHIP
   It is agreed and understood that the parties to this Agreement are independent contractors and that neither
   is the employee or employer of the other and the students and employees of one are not the employees of
   the other.

13. NON-DISCRIMINATION POLICY
   The FACILITY and the COLLEGE, in compliance with California State Regulations, Titles VI and VII of the
   U.S. Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Americans with Disabilities Act
   (ADA) and Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of race, creed,
   color, gender, handicap, national origin, age, ancestry, sexual orientation, marital status, religious affiliation
   or non-affiliation, disability, medical condition (including but not limited to AIDS, HIV positive diagnosis or
   cancer) political affiliation or union membership.

14. INDEMNIFICATION; RISK MANAGEMENT
   Each party agrees to indemnify and hold harmless the other party from any and all liability, loss, damage,
   claim, fine or expense, including costs and attorneys' fees, arising due to the negligence or intentional acts
   or omissions of such party, its employees or agents (including the students) in performance of this
   Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims
   for injury or damages are caused by or result from the negligent or intentional acts or omissions of the
   indemnifying party, its employees or agents.

   Where the parties are named as joint defendants in any claim or cause of action arising out of this
   Agreement, it is the intent of the parties to cooperate and coordinate in the areas of risk management and
   control, claims investigation and litigation to the extent practicable and within appropriate considerations of
   conflict of interest; provided, each party shall retain ultimate control of its own risk management and
   defense.

15. INSURANCE
   The COLLEGE agrees to maintain in full force and effect coverage of not less than one million dollars
   ($1,000,000) for bodily injury, contractual liability and general liability insurance, including errors and
   omissions coverage of not less than three million ($3,000,000) which protects and insures against any and
   all liability attributable to the COLLEGE, its employees, students, agents, officers, Board Members, and
   others arising from the activities required or contemplated under this agreement. Proof of the COLLEGE'S
   insurance coverage shall be provided to FACILITY. The COLLEGE or its insurer shall provide written notice
   to the FACILITY at least twenty (20) days prior to any cancellation, termination or change in the insurance
   coverage referenced in this agreement. In the event that the COLLEGE fails to maintain such insurance
   coverage in full force and effect during the term of this Agreement FACILITY can either terminate this
   agreement concurrently with such failure by COLLEGE or secure the required insurance at the sole cost of
   the COLLEGE.

16. CONFIDENTIALITY OF HOSPITAL RECORDS AND INFORMATION
   A. At all times during and after the term of this Agreement and any extension or renewals thereof, all business
   and patient records, including but not limited to medical records, all books of account, general
   administrative records and all information generated under or contained in the FACILITY'S
   management information systems and all list of patients and contracts of any kind or nature shall be
   and remain the sole property of FACILITY and shall be confidential to the fullest extent permitted by law
   and COLLEGE shall take all necessary precautions to prevent unauthorized disclosure of such
   information. Disclosure or dissemination of any such records and/or information shall only be made
   when expressly permitted by law, including without limitation the California Confidentiality of Medical
   Information Act, codified at Section 56 et. seq. of the California Civil Code, California Evidence Code
   Sections 1156 and 1157, the Lanterman-Petris-Short Act, the Privacy, Security and Transaction
   Standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations
there under, the provisions of the California Health and Safety code relating to HIV, and federal statute 42 U.S.C. §290dd-2 and the Confidentiality of Alcohol and Drug Abuse Patient Records regulations implementing the federal statute. Neither COLLEGE nor any student shall disclose any such records or information to any unauthorized person or entity. COLLEGE shall be responsible for maintaining confidentiality of such records and/or information and shall comply with all legal requirements related to the confidentiality of such information. COLLEGE agrees to pay or reimburse FACILITY for any fines or administrative penalties assessed against FACILITY pursuant to Health & Safety Code § 1280.15 for any unauthorized access, use or disclosure of confidential patient health or financial information by any student, agent or employee of COLLEGE. This clause shall survive the termination of this Agreement.

B. FACILITY retains to itself alone, without exception, professional and administrative responsibility for all patients’ records and information, whether electronic, hard copy or other media to which COLLEGE has access during the course of their business. This clause shall survive the termination of this Agreement.

17. JURISDICTION
This Agreement is made and entered into in the County of Santa Barbara, State of California and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. Further, any action arising out of this Agreement shall be instituted and prosecuted only in a Court of proper jurisdiction in the County of Santa Barbara, State of California.

18. ASSIGNMENT
Neither party shall assign its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party. Any such attempted assignment shall be null and void. The parties agree that students are not “third party beneficiaries” of this agreement and may not bring any legal action to enforce its terms.

19. MODIFICATION
This Agreement may be modified or amended without additional consideration at any time in a written agreement signed by both parties, which specifically references this Agreement and states an intent to modify it.

20. NOTICES
Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and mailed by United States registered and certified mail and addressed as follows:

For FACILITY:

Patrice P. Ryan
Vice President, Human Resources
Cottage Health System
P.O. Box 689
Santa Barbara, Ca 93102

For COLLEGE:

Joseph Sullivan
Vice President, Business Services
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 93109
22. **ATTORNEYS’ FEES**
   COLLEGE and FACILITY agree that the prevailing party in any litigation arising out of or related to this Agreement shall be entitled, in addition to any other recovery, an award of reasonable attorneys' fees and costs incurred in connection with such litigation.

23. **ENTIRE AGREEMENT**
   COLLEGE and FACILITY agree that this Agreement constitutes the full and complete understanding in agreement between them, superceding all prior understandings, representations and agreements, and that neither party is relying on any matter not set forth herein.

24. **THIRD PARTIES**
   This Agreement is not intended and shall not be construed to create any rights for any third party.

25. **EXHIBITS**
   All Exhibits referred to herein are hereby incorporated herein.
   In the event that any provision of this Agreement conflicts with any Exhibit to this Agreement, the Exhibit shall control with respect to the subject matter of such Exhibit.

26. **COUNTERPARTS**
   This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

27. **ABILITY TO ENTER AGREEMENT**
   Each party represents and warrants that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.

28. **COMPLIANCE**
   The Compliance Officer of either party, on advice of legal counsel, may terminate the Agreement at any time upon notice to the other party based upon a determination, in the Compliance Officer’s reasonable discretion, that this Agreement presents a compliance risk for that party.

In witness whereof, the parties hereto have executed this agreement in duplicate by their duly authorized representatives.

**NAME OF COLLEGE**

By: ________________________________
    Joseph Sullivan

Title: Vice President, Business Services

Date: ______________________________

**COTTAGE HEALTH SYSTEM**

By: ________________________________
    Signature
Title: Patrice Ryan  
Vice President, Human Resources

Date

By: ____________________________  ____________________________
Signature  Signature

Title: Steven A. Fellows  
Executive Vice President and  
Chief Operating Officer  
Joan Bricher  
Chief Financial Officer

Date  Date

Santa Barbara City College Board of Trustees Approval Date: ____________________________
ADDENDUM A

Orientation Requirements for Clinical Students

COLLEGE certifies that students have been oriented to the following prior to placement at a Cottage Health System facility for clinical experience:

1) Cottage Health System mission and values
2) Infection control
   • Blood borne pathogens
   • Standard precautions
   • Contact and droplet precautions
   • Airborne precautions
   • Hand hygiene with soap and water and alcohol-based solution
3) Fire safety
   • Code Red – how to call the code
   • How code Red is announced
   • RACE
   • PASS
4) Workplace security
   • Codes Grey and Silver; differences between them
   • How to call Codes Grey and Silver
   • How Codes Grey and Silver are announced
5) Disasters
   • How disaster is announced
   • How multiple casualty incident is announced
   • Student role in a disaster
6) Hazardous chemicals
   • Description of MSDS manual
   • Student action in case of a spill
7) Hospital electrical safety principles and student responsibilities
8) Hospital general safety principles and student responsibilities
9) Preventing patient falls/ student responsibilities
10) Cultural diversity principles/ student role
11) Patient rights
12) Ethical aspects of patient care and CHS process used to address ethical issues
13) HIPAA and patient privacy rules
14) Sexual Harassment
15) Student responsibility in identifying risks in hospital environment
16) Student responsibility to eliminate, minimize and report risks
17) Procedure to follow in the event of an incident
18) Reporting processes for common problems, failures and user errors
19) Age appropriate care infants- geriatrics
20) Team training – communication in a hospital environment, especially in highly charged situations
21) Code of Conduct
Overview of 2008-09 Ending of Year Fiscal Status and Steps Taken to Achieve a Balanced 2009-10 Adopted Budget

The information included with the agenda for this study session meeting reflects the changes in our revenue based on the budget for 2009-10 adopted by the California Legislature on July 28, 2009 and the work done by the College to identify additional expenditure reductions and new unrestricted general fund revenues to achieve a tentative adopted budget for 2009-10.

As reflected in Attachment 9, in response to the severe deterioration in the State budget, we took deliberate and timely budget actions in 2008-09. The reductions in revenues from the State were also somewhat less severe than communicated to us at various points throughout the year. We were also able to generate additional revenue by capturing all allowable growth funding for 2008-09. As a result, we are concluding 2008-09 with an ending fund balance of $15,097,377 higher than the ending balance in 2007-08. However, the actions that we took, which will continue in 2009-10, along with other additional steps to reduce expenditures and generate new revenue, are NOT sustainable in the long run. Some of them cannot continue even in 2010-11 due to the negative impact on the overall viability of the College.

Below is a chart with the budget reductions put in place in the 2008-09 fiscal year. The adjustment in the academic salaries category was due to reductions in overload, certificated hourly counseling, stipends and Continuing Education adjuncts. The reductions in classified salaries and hourly pay were due to fewer hourly staff and student workers in Spring 2009. There were also savings because of classified staff and classified management vacancies kept unfilled for many months or not filled at all. As a result, there were savings in employee benefits. Employee benefits are the retirement contributions and mandated payroll deductions (not the health insurance) applied to the reductions for academic and classified salaries. Supplies and materials were both instructional and non-instructional expenses. Other operating expense and services expenses were reduced by cutting expenditures for consultants, travel and conferences, repairs and maintenance. Capital outlay was for purchase of equipment that was not covered in fund 43. The transfer out for equipment was for the replacement of technology under the refresh program and new equipment from various departments.
Budget Reductions in 2008-09

<table>
<thead>
<tr>
<th>Major Object 10 – Academic Salaries</th>
<th>Sep-08</th>
<th>Feb-09</th>
<th>Total budget reductions in 2008-09</th>
</tr>
</thead>
<tbody>
<tr>
<td>Major Object 20 – Classified Salaries and Hourly Pay</td>
<td>490,752</td>
<td>315,123</td>
<td>805,875</td>
</tr>
<tr>
<td>Major Object 30 – Employee Benefits</td>
<td>233,805</td>
<td>707,358</td>
<td>941,163</td>
</tr>
<tr>
<td>Major Object 40 – Supplies And Materials</td>
<td>92,546</td>
<td>119,544</td>
<td>212,089</td>
</tr>
<tr>
<td>Major Object 50 – Other Op Exp &amp; Services</td>
<td>163,591</td>
<td>101,499</td>
<td>265,090</td>
</tr>
<tr>
<td>Major Object 60 – Capital Outlay</td>
<td>190,438</td>
<td>396,355</td>
<td>586,793</td>
</tr>
<tr>
<td>Transfer Out - Equipment</td>
<td>49,949</td>
<td>49,949</td>
<td>1,300,000</td>
</tr>
<tr>
<td></td>
<td>1,221,080</td>
<td>2,939,878</td>
<td>4,160,958</td>
</tr>
</tbody>
</table>

Overall, the $4,160,958 reduction represented a 4.8% reduction of our unrestricted general fund budget. The reductions impacted the ability to provide the same level of support in all areas, including direct service to students, but with no reduction in regular employees. The goal was to retain regular employees and avoid layoffs while limiting the impact on instruction and services to students. This goal was accomplished in 2008-09.

2009-10 Budget Enacted by the Legislature on July 28, 2009 and Impact on SBCC Revenues

1. Statewide categorical funding has been reduced by approximately 50%. The original assumption of a level of federal backfill of $1.2 million for SBCC is no longer realistic although it was included in the July 28 budget. The federal backfill is allocated based on a formula statewide across all public education segments. Because the other public education segments were reduced more proportionally than the Community College System, the portion that now appears to be available to us is only half of the amount assumed on July 28. Attachment 7 contains selected categorical programs and two scenarios: the original amount in federal backfill and the adjusted to half amount, which is the more realistic one. At this time, we estimate that we will backfill $900,000 for categorical programs from the ending fund balance. The estimate includes funding to cover all permanent staff included in the categorical programs.

2. Part-time faculty compensation has been reduced by $385,693.

3. Apportionment for 2009-10 was reduced by $1.6 million: $550,000 general apportionment shortfall, $283,000 student revenue fee shortfall and $710,000 estimated property tax shortfall. This is $557,000 less than the reductions included in the tentative budget.

4. The enrollment fee rate increase is included for 2009-10. The increase is from $20 to $26 per unit fee. The increase is estimated at $930,000.

5. The 2008-09 retroactive adjustment of $1,118,000 consists of $550,000 in general apportionment shortfall and $568,000 of property tax shortfall.

6. There is no funded growth in 2009-10. Due to higher FTES reported in annual apportionment report July 15, 2009, we received additional growth money for 2008-09 in
an amount of $478,399 which increased the revenues in 2008-09 and base for the adopted budget.

7. The projections for State revenues for 2009-10 are not expected to hold resulting in a mid-year deficit factor being applied. We estimated a $1 million deficit.

8. There is no COLA for State apportionment in 2009-10.

9. Nonresident student fees from international and out-of-state students will increase by $539,000 and $161,600 respectively due to increases in per unit rates. An additional increase of 50 international students for fall 2009 and 100 students for spring 2010 is estimated to increase revenues by 349,500 after subtracting the additional costs.

10. An orientation fee for international students is estimated to increase revenues by $40,000 (already included in the calculation above).

11. Interest revenue is conservatively estimated based on declining interest rates and earning cash balances.

12. Lottery revenue is assumed to decline by 5%.

Steps Taken to Achieve A Balanced Adopted Budget for 2009-10

Attachment 8 shows two slightly different versions – one realistic, one optimistic – regarding the additional expenditure reductions and additional revenues for 2009-10. The reductions put in place in 2008-09 also continue. There are only two key differences between the two versions:

1) We estimate that the realistic backfill needed in 2009-10 to keep all permanent employees in categorical programs employed and allow a reasonable level of operations for these programs is $900,000. In the optimistic version, the backfill would be the difference due to the reduction in federal backfill of $554,000. In either case, the reductions experienced in categorical programs in 2009-10 is much less than in the May 14 revise, as such there is a significant positive impact on the expenditure side of the budget compared to the tentative budget for 2009-10 where we had a backfill of $1,912,877. However, we communicated with the categorical programs that the general fund backfill would no longer be applied in 2010-11 and beyond. The College will provide the general fund match that is required for some of the categorical programs.

2) As noted above, we do not expect that the projections for State revenues for 2009-10 will hold resulting in a mid-year deficit factor being applied. The realistic version includes the estimated $1 million deficit which will be applied during the year. The optimistic version assumes no deficit factor.

We have or are taking the following measures in 2009-10 to achieve a balanced tentative budget:

- For a second year in a row, we are not transferring money to the equipment and construction funds. In addition, we are not transferring money to replace copiers and to the energy construction project. This totals $467,909.
- Generate new revenue by enrolling an additional 50 international students in fall 2009 and 100 students in spring 2010. The estimated net increase in revenues is $349,500 after subtracting the additional costs.
• Five permanent positions are not filled during the entire fiscal year. This results in $516,321 reduction in salaries and benefits expense.
• Reduction in hourly expense of $612,000 for credit and $200,000 for non-credit.
• Workload reduction credit of 300 California resident FTES (200 sections) in credit for $616,000 and 300 FTES in non-credit for $345,000. The workload reduction was approved and included in the July 28 budget.
• The allowance for cell phones was reduced $14,145.
• The allowance for mileage reimbursement was reduced $21,542.
• Travel was reduced $60,000.
• Institutional memberships in organizations were reduced $16,274.

Accounting for all these measures and the additional revenues, the realistic version indicates that we still have a shortfall of $709,616 whereas the optimistic version shows a surplus of $842,384. Additional analysis is being conducted for categorical programs to better understand the level of backfill that would be needed from our ending balances. Also more analysis needs to be done to better estimate the savings in hourly costs in continuing education as a result of reducing sections.
## SANTA BARBARA COMMUNITY COLLEGE DISTRICT
### SELECTED CATEGORICAL PROGRAMS
#### BUDGETS
**10-Aug-09**

<table>
<thead>
<tr>
<th>SBCCD Funds</th>
<th>Manager</th>
<th>Item</th>
<th>2008-09 REVISED BUDGET</th>
<th>2009-10 ENACTED BUDGET</th>
<th>Per CC League estimate of cuts</th>
<th>July 2009</th>
<th>Permanent Employees (Salary + Benefits)</th>
<th>2010-11 PROJECTED BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Categorical Programs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12010</td>
<td>Scharper/Areliano</td>
<td>Basic Skills</td>
<td>419,786</td>
<td>419,786</td>
<td>(161,094)</td>
<td>80,547</td>
<td>(80,547) -19%</td>
<td>339,239</td>
</tr>
<tr>
<td>12064</td>
<td>Shapiro</td>
<td>DSPS</td>
<td>1,160,637</td>
<td>1,195,453</td>
<td>(362,761)</td>
<td>181,381</td>
<td>(161,380) -15%</td>
<td>1,014,073</td>
</tr>
<tr>
<td>12078</td>
<td>Wright</td>
<td>EOPS</td>
<td>1,267,960</td>
<td>1,326,604</td>
<td>(414,572)</td>
<td>207,286</td>
<td>(207,286) -16%</td>
<td>1,119,318</td>
</tr>
<tr>
<td>12046</td>
<td>Wright</td>
<td>CARE</td>
<td>117,126</td>
<td>120,639</td>
<td>(41,053)</td>
<td>20,526</td>
<td>(20,527) -17%</td>
<td>100,112</td>
</tr>
<tr>
<td>12172</td>
<td>McLellan</td>
<td>Matriculation (Credit)</td>
<td>895,527</td>
<td>922,392</td>
<td>(560,239)</td>
<td>270,054</td>
<td>(290,185) -31%</td>
<td>632,207</td>
</tr>
<tr>
<td>12185</td>
<td>Areliano</td>
<td>Matriculation (NonCredit)</td>
<td>391,668</td>
<td>800,000</td>
<td>(552,397)</td>
<td>266,273</td>
<td>(266,124) -36%</td>
<td>513,867</td>
</tr>
</tbody>
</table>

**Total Categorical Funds** 4,272,704 4,784,873 4,292,116 1,028,087 2,106,049 3,718,824 2,391,873 2,692,757

-44% 21% -22%

**Systemwide Backfill may be reduced from $130M to $60M to $90M**

\[
60/130 = 46% \\
\text{Estimate of backfill at $60M systemwide}
\]

| SBCCD Funds | Manager       | Item                      | 2008-09 REVISED BUDGET | 2009-10 ENACTED BUDGET | Per CC League estimate of cuts | July 2009 | Permanent Employees (Salary + Benefits) | 2010-11 PROJECTED BUDGET |
|--------------|---------------|---------------------------|------------------------|------------------------|--------------------------------|-----------|                                        |                          |
|              |               | Categorical Programs      |                        |                        |                                |           |                                        |                          |
| 12010        | Scharper/Areliano | Basic Skills              | 419,786                | 419,786                | (161,094)                     | 37,052    | (124,042) -30%                         | 266,744                  | 107,663                  | 258,692                  |
| 12064        | Shapiro        | DSPS                      | 1,160,637              | 1,195,453              | (362,761)                     | 83,435    | (279,326) -23%                         | 916,127                  | 750,684                  | 832,692                  |
| 12078        | Wright         | EOPS                      | 1,267,960              | 1,326,604              | (414,572)                     | 95,352    | (319,220) -24%                         | 1,007,383                | 488,630                  | 912,032                  |
| 12046        | Wright         | CARE                      | 120,639                | (41,053)               | 9,442                          | (31,611) -26% | 89,026                  | 54,733                   | 79,586                   |
| 12172        | McLellan       | Matriculation (Credit)    | 922,392                | (550,239)              | 124,225                        | (436,014) -47% | 486,378                | 446,113                  | 362,153                  |
| 12185        | Areliano       | Matriculation (NonCredit) | 800,000                | (552,397)              | 122,486                        | (429,811) -54% | 370,088                | 544,050                  | 247,803                  |

**Total Categorical Funds** 4,784,873 4,292,116 2,182,125

-44% 10% -34%
**Steps Taken to Achieve a Balanced Adopted Budget**

<table>
<thead>
<tr>
<th>Tentative Budget - Deficit Revenues under Expenditures/Transfers</th>
<th>Realistic</th>
<th>Optimistic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cancel Transfers Out</td>
<td>Equipment</td>
<td>100,000</td>
</tr>
<tr>
<td></td>
<td>Equip - copiers</td>
<td>117,909</td>
</tr>
<tr>
<td></td>
<td>Constr - Energy Project</td>
<td>250,000</td>
</tr>
<tr>
<td></td>
<td>$ 467,909</td>
<td>$ 467,909</td>
</tr>
<tr>
<td>International Student</td>
<td>Additional revenue</td>
<td>470,500</td>
</tr>
<tr>
<td></td>
<td>Additional expense</td>
<td>(121,000)</td>
</tr>
<tr>
<td></td>
<td>$ 349,500</td>
<td>$ 349,500</td>
</tr>
<tr>
<td>Budget Reduction - Credit - Target $1,100,000</td>
<td>$ 612,000</td>
<td>$ 612,000</td>
</tr>
<tr>
<td>Budget Reduction - NonCredit - Target $400,000</td>
<td>$ 200,000</td>
<td>$ 200,000</td>
</tr>
<tr>
<td>Workload reduction-Credit</td>
<td>Fall 2009 cancel 100 sections</td>
<td>$ 308,000</td>
</tr>
<tr>
<td></td>
<td>Spring 2010 cancel 100 sections</td>
<td>$ 308,000</td>
</tr>
<tr>
<td></td>
<td>TLUs 274 x $1,500 =</td>
<td>$ 411,000</td>
</tr>
<tr>
<td>75% of canceled courses were offered Fall 2008, potential savings can range from 75% to 100% of cost of instructors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workload reduction-NonCredit</td>
<td>$ 345,000</td>
<td>$ 345,000</td>
</tr>
<tr>
<td>Reduce 300 FTES 300 x 525 = 157,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reduce 157,500 positive attendance hours</td>
<td>Hours 6,300 x $54.88 =</td>
<td>$ 345,000</td>
</tr>
<tr>
<td>Allowance for cell phone reduced</td>
<td>$ 14,145</td>
<td>$ 14,145</td>
</tr>
<tr>
<td>Allowance for mileage reduced</td>
<td>$ 21,542</td>
<td>$ 21,542</td>
</tr>
<tr>
<td>Travel reduced</td>
<td>$ 60,000</td>
<td>$ 60,000</td>
</tr>
<tr>
<td>Memberships reduced</td>
<td>$ 16,274</td>
<td>$ 16,274</td>
</tr>
<tr>
<td>Reduce Categorical Backfill</td>
<td>Cancel backfill as budgeted in Tentative Budget $1,912,877</td>
<td>$ 1,912,877</td>
</tr>
<tr>
<td></td>
<td>Estimate of backfill need</td>
<td>(900,000)</td>
</tr>
<tr>
<td>Vacant Positions - selected positions are not filled</td>
<td>$ 516,321</td>
<td>$ 516,321</td>
</tr>
<tr>
<td>Revised 2009-10 State Budget - General Apportionment</td>
<td>2009-10 base adjusted for 08-09 shortfall net of growth</td>
<td>$ 478,399</td>
</tr>
<tr>
<td>Deficit Factor - 2009-10 revenue estimates will not hold</td>
<td>$ (1,000,000)</td>
<td></td>
</tr>
<tr>
<td>Reduction and additional revenue identified to date</td>
<td>$ 3,709,967</td>
<td>$ 5,261,967</td>
</tr>
<tr>
<td>Remaining Shortfall</td>
<td>$ (709,618)</td>
<td>$ 842,384</td>
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## SANTA BARBARA COMMUNITY COLLEGE DISTRICT
### General Fund - Unrestricted

#### WORK IN PROGRESS August 10, 2009

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<td><strong>REVENUES</strong></td>
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<td>Federal</td>
<td>1,807</td>
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<td>State General Revenue</td>
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<td>General Apportionment</td>
<td>73,136,408</td>
<td>73,650,760</td>
<td>71,787,589</td>
<td>(152,601)</td>
<td>71,634,988</td>
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<tr>
<td>Other State Revenue</td>
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<tr>
<td>Part-time Faculty compensation</td>
<td>624,286</td>
<td>680,488</td>
<td>291,400</td>
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<td>Lottery</td>
<td>2,036,971</td>
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<td>1,847,800</td>
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<td>Other</td>
<td>221,043</td>
<td>1,053,311</td>
<td>104,393</td>
<td>0</td>
<td>104,393</td>
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<tr>
<td>Local</td>
<td></td>
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<tr>
<td>Interest</td>
<td>725,722</td>
<td>479,945</td>
<td>300,000</td>
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<td>International Student Fees</td>
<td>4,442,615</td>
<td>5,948,178</td>
<td>6,498,800</td>
<td>430,500</td>
<td>6,929,300</td>
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<td>Non Resident Fees</td>
<td>2,916,150</td>
<td>3,236,684</td>
<td>3,411,800</td>
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<td>Other</td>
<td>989,477</td>
<td>1,704,393</td>
<td>1,621,340</td>
<td>40,000</td>
<td>1,661,340</td>
<td>1,881,340</td>
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<tr>
<td><strong>Total Revenues</strong></td>
<td>85,396,473</td>
<td>86,732,991</td>
<td>86,184,822</td>
<td>317,889</td>
<td>86,382,821</td>
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</tbody>
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#### EXPENDITURES

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<tr>
<td>Academic Salaries</td>
<td>39,650,106</td>
<td>41,466,789</td>
<td>41,544,128</td>
<td>(1,010,719)</td>
<td>40,533,409</td>
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<tr>
<td>Classified Salaries/ Hourly Pay</td>
<td>19,605,622</td>
<td>19,982,402</td>
<td>20,707,117</td>
<td>(1,125,078)</td>
<td>19,582,139</td>
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<tr>
<td>Employee Benefits</td>
<td>12,774,374</td>
<td>13,376,846</td>
<td>14,326,731</td>
<td>(138,311)</td>
<td>14,188,420</td>
<td>15,269,420</td>
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<tr>
<td>Supplies &amp; Materials</td>
<td>1,988,679</td>
<td>1,871,995</td>
<td>2,569,393</td>
<td>2,000</td>
<td>2,571,393</td>
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<tr>
<td>Other Operating Expenses</td>
<td>6,751,049</td>
<td>6,429,857</td>
<td>7,835,151</td>
<td>(7,274)</td>
<td>7,327,877</td>
<td>7,827,877</td>
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<tr>
<td>Capital Outlay</td>
<td>241,244</td>
<td>120,762</td>
<td>272,933</td>
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<tr>
<td>Other Outgo</td>
<td>35,047</td>
<td>55,274</td>
<td>49,915</td>
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<tr>
<td><strong>Total Expenditures</strong></td>
<td>81,046,121</td>
<td>83,313,295</td>
<td>87,305,038</td>
<td>(2,280,282)</td>
<td>85,024,756</td>
<td>86,105,756</td>
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</tr>
</tbody>
</table>

#### Net Revenues & Operating Exp

|                              | 4,050,358      | 5,419,636         | (1,240,416)              | 2,596,181                | 1,357,785              | 276,785           |          |

#### Other Financing Sources (Uses) - TRANSFERS

|                              |                |                   |                          |                          |                        |                    |          |
| Intrafund In                 | 84,993         |                   |                          |                          |                        |                    |          |
| Intrafund Out - Cat & Backfill |                |                   |                          |                          |                        |                    |          |
| Interfund In                 | 119,919        | 185,530           | 1,012,877                | (900,000)                | 1,012,877              | (900,000)          |          |
| Interfund Out - Equipment Fund | (1,800,000) | (500,000)          | 100,000                  | 0                        | 1,800,000              | Restore Transfer   |          |
| Interfund Out - Equip copiers | (233,000)      | (117,909)         | 117,909                  | 0                        | 117,909                | Restore Transfer   |          |
| Interfund Out - Equip Banner & Moodie | (161,120) | (161,120)         | (161,120)                | 0                        | 161,120                | Restore Transfer   |          |
| Interfund Out - Construction Fund | (1,200,000) | (600,000)          | (640,000)                | 0                        | (640,000)              | Restore Transfer   |          |
| Interfund Out - Constr Fund - Energy Proj | (204,786) | (250,000)          | (250,000)                | 250,000                  | (250,000)              | Restore Transfer   |          |
| Interfund Out - Constr Fund - Loan Pymt | 0            | (191,846)          | (191,846)                | 0                        | (191,846)              |                   |          |
| Interfund Out - Children's Center | (163,300) | (250,000)          | (271,535)                | 0                        | (271,535)              |                   |          |
| **Total Excess of Revenues & Other Sources over (under) Expenditures & Other Uses** | (3,555,203) | (5,831,379)        | (3,179,167)              | 1,480,786                | (1,898,381)           | (4,426,260)       |          |

#### Beginning Fund Balance

|                              | 10,719,985     | 11,209,120        | 15,097,377              | 0                        | 15,097,377             | 14,756,761         |          |

#### Ending Fund Balance

|                              | 11,209,120     | 15,097,377        | 10,677,794              | 4,078,967                | 4,078,967              | 14,756,761         | 10,807,238 |

#### Memo:

- **Undesignated Fund Balance**: 1,757,200 (2,654,583) 1,982,891 (871,692)
- **Mandated Contingency (5%)**: 4,251,650 4,443,800 (137,400) 4,306,400
- **Designation for Banked TLUs**: 1,092,353 1,092,353
- **Deferred Payments**: 7,968,324 7,968,324 2,233,476 10,201,800
- **Ending Fund Balance**: 15,097,377 10,677,794 4,078,967 14,756,761

#### Ending Fund Balance - Accrual Basis

|                              | 15,097,377     | 10,677,794        | 14,756,761              | 10,201,800               |                      |                   |          |

#### Ending Fund Balance - Cash Basis

|                              | 11,299,054     | 2,709,470         | 4,554,961               | 10,201,800               |                      |                   |          |

Attachment 9
8/13/09
<table>
<thead>
<tr>
<th>Fiscal Year 2008-2009</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>TOTAL</th>
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<tbody>
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</tr>
<tr>
<td><strong>BEGINNING CASH BALANCE</strong></td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>10,396,141</td>
<td>9,241,661</td>
<td>4,332,149</td>
<td>-2,223,771</td>
<td>17,770,244</td>
<td>15,663,715</td>
<td>15,470,017</td>
<td>18,468,025</td>
<td>18,394,378</td>
<td>13,614,435</td>
<td>18,987,185</td>
<td>15,512,992</td>
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<table>
<thead>
<tr>
<th><strong>IN-FLOW</strong></th>
<th>General Appropriation</th>
<th>General Appropriation - deferred</th>
<th>Cash Appropriation - deferred</th>
<th>Cash-Inflow</th>
<th>Total Inflow</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
<td>2,977,288</td>
<td>4,332,149</td>
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</table>

<table>
<thead>
<tr>
<th><strong>OUT-FLOW</strong></th>
<th>General Appropriation</th>
<th>General Appropriation - deferred</th>
<th>Cash Appropriation - deferred</th>
<th>Cash-Outflow</th>
<th>Total Outflow</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td>-2,977,288</td>
<td>-4,332,149</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>ENDING CASH BALANCE</strong></th>
<th>Total Balance</th>
<th>Restricted</th>
<th>Other Debt</th>
<th>Unrestricted</th>
<th>Total Asses</th>
<th>Total Liabilities</th>
<th>Fund Balance</th>
<th>Unrestricted Fund Balance</th>
<th>5% Reserve for Contingency</th>
<th>TLU Liability</th>
<th>5% Fund Balance</th>
<th>Total Debt</th>
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<tbody>
<tr>
<td>10,396,141</td>
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Attachment 10
8/13/09
### GENERAL FUND CASHFLOW 2009-10

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>2009 PROJECTION</th>
<th>2010 PROJECTION</th>
<th>TOTAL</th>
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<td>July Actual</td>
<td>August</td>
<td>September</td>
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<td>BEGINNING CASH BALANCE</td>
<td>13,825,995</td>
<td>17,586,998</td>
<td>17,381,102</td>
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<td>2008-09 Deferral</td>
<td>7,836,402</td>
<td>2,987,850</td>
<td>887,200</td>
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<td>2009-10 Deferral</td>
<td>0</td>
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<td>Sub-total</td>
<td>8,648,848</td>
<td>3,781,402</td>
<td>5,762,707</td>
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<td>421,102</td>
<td>428,980</td>
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<td>Lottery</td>
<td>558,000</td>
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<td>Other Income</td>
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<td>Fin Aid Reimbursement</td>
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<td>6,087,900</td>
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<td>Other</td>
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<td>81,400</td>
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<td>Total In-Flow</td>
<td>13,535,103</td>
<td>6,403,204</td>
<td>16,378,387</td>
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<td>OUT-FLOW</td>
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<td>Monthly Payroll</td>
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<td>Total</td>
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<td>17,580,898</td>
<td>17,838,102</td>
<td>17,156,489</td>
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### CASHFLOW ASSUMPTIONS

**General Assumption** - In general, cashflow is based on 2008-09 cashflow activity levels adjusted for expected increases & decreases based on the assumptions for the estimated 2009-10 Adopted Budget.

**IN-FLOW**
- General Apportionment: General apportionment revenue is reduced for expected State reduction, deficit factor and deferrals.
- Other Apportionment: Categorical programs and part-time faculty funding are reduced by expected State reductions.
- Lottery: Lottery revenue is expected to decline 5% compared to 2008-09.
- Other Income: Other income is reduced for grants that have ended.

**OUT-FLOW**
- Payroll: Payroll out-flow will increase slightly in keeping with the estimated 2009-10 Adopted Budget.
- Disbursements: Disbursement out-flow will increase in keeping with the estimated 2009-10 Adopted Budget.