



SUGGESTED ORDER OF BUSINESS

REGULAR MEETING, GOVERNING BOARD SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

Room 214 SOUTHWESTERN COLLEGE

JEAN ROESCH, Ed.D., GOVERNING BOARD PRESIDENT
YOLANDA SALCIDO, GOVERNING BOARD VICE PRESIDENT
NICK AGUILAR, GOVERNING BOARD MEMBER
JORGE DOMINGUEZ, Ph.D., GOVERNING BOARD MEMBER
TERRI VALLADOLID, GOVERNING BOARD MEMBER
LETICIA DIAZ, STUDENT GOVERNING BOARD MEMBER
RAJ K. CHOPRA, Ph.D., SECRETARY TO GOVERNING BOARD
AND SUPERINTENDENT/PRESIDENT

6:00 p.m. Call to Order / Announcement of Closed Session Agenda
7:00 p.m. (Approximate) Reconvene in Open Session

Wednesday, March 11, 2009

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Southwestern Community College District, in compliance with the American Disabilities Act (ADA), requests individuals who may need special accommodation to access, attend, and/or participate in Board meetings to contact Mary Ganio at (619) 482-6301 at least forty-eight hours in advance of the meeting for information on such accommodation.

In compliance with Government Code section 54957.5, non-exempt writing that are distributed to a majority or all of the board in advance of a meeting, may be viewed at Southwestern College, Office of the Superintendent/President, 900 Otay Lakes Road, Chula Vista, CA 91910; at our website by clicking on the following link www.swccd.edu; or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact Mary Ganio, Executive Assistant to the Superintendent/President, at 619.482.6301 or email at mganio@swccd.edu.

Persons wishing to address the Governing Board under Oral Communication should complete a yellow request card (available at the reception table) and indicate on the card if they wish to speak under Oral Communication, or when a specific agenda item is considered. Cards should be submitted to the Board secretary prior to the start of the meeting.

	ITEM
Board Tour	1. TOUR OF MUSIC RECORDING STUDIO (Chopra) 5:30 p.m., Room 854 Board Members will take a tour of the Music Recording Studio. The tour will be conducted by John Wilson, Senior Director of Business, Operations & Facilities Planning; and Jay Henry, Professor of Music.
Call to Order	2. CALL TO ORDER (Roesch) 6:00 p.m., Room 214 Present: Absent: Board members arriving after meeting commences will be noted as "present" at point in this suggested order of business at which they arrive.

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	ITEM																								
Presentation(s)	<p>10. PRESENTATION(S)</p> <p>10A. <u>FACULTY RECOGNITION AWARDS</u></p> <p>Presenters: Mark Meadows, Ph.D., Vice President for Academic Affairs, Valerie Goodwin-Colbert, Academic Senate President</p> <p>Teaching Excellence: Sandra Corona, Ph.D. School of Applied Technology & Learning Assistance</p> <p>Professional Leadership: Patricia Flores-Charter School of Counseling & Personal Development</p> <p>Adjunct Faculty: Yuki Yamamoto School of Language & Literature</p> <p>10B. <u>EMPLOYEE OF THE QUARTER APRIL- JUNE 2009</u></p> <p>Nora Guido, Instructional Lab Technician-Microcomputer, Higher Education Center, Otay Mesa</p> <p>Presenters: Jackie Osborne, Director of Human Resources; Silvia Cornejo-Darcy, Acting Dean, Higher Education Centers, San Ysidro and Otay Mesa; Wanda Maxwell, Classified Senate President; Michael Selby, CSEA President</p> <p>10C. <u>MUSIC RECORDING STUDIO</u></p> <p>Presenters: John Wilson, Senior Director of Business, Operations & Facilities Planning; and Jay Henry, Professor of Music</p>																								
Oral Communication	<p>11. ORAL COMMUNICATION (Roesch)</p> <p>Persons wishing to address the Governing Board under this item should fill out a yellow request card (available at the reception table) and indicate on the card if they wish to be called under Oral Communication, or when a specific agenda item is considered. Cards must have been submitted to the Board Secretary prior to the start of the meeting.</p> <p>An oral presentation to the Board does <i>not</i> constitute an open discussion on the presentation topic, unless that topic is on the posted agenda. Pursuant to the Brown Act (Government Code Section 54954.2(a)): "No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may <i>briefly</i> respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3."</p>																								
Action	<p>12. RECONSIDERATION OF MEMORANDUM OF UNDERSTANDING WITH BLACKWATER LODGE AND TRAINING CENTER, INC. (ENCLOSURE) (Chopra)</p> <table><tr><td></td><td>Aguilar</td><td></td><td>Dominguez</td><td></td><td>Roesch</td><td></td><td>Salcido</td><td></td><td>Valladolid</td><td></td><td>Diaz-Student Advisory Vote</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> <p>The Board will discuss and reconsider the following agenda item which was approved at the January 28, 2009 Regular Board meeting:</p> <p>Approve Memorandum of Understanding (MOU) No. M4039.09 with Blackwater Lodge and Training Center, Inc., to establish an agreement for facilities use to fulfill firearms training requirements for the Police Academy, for the period January 29, 2009 to December 31, 2013, inclusive, at no cost to the District.</p>		Aguilar		Dominguez		Roesch		Salcido		Valladolid		Diaz-Student Advisory Vote												
	Aguilar		Dominguez		Roesch		Salcido		Valladolid		Diaz-Student Advisory Vote														

ITEM

13D. RATIFY/APPROVE EMPLOYMENT OF CONSULTANT(S)

Recommend ratification/approval of employment of consultants listed below:

<u>Department</u> (Meadows) Language & Literature	<u>Consultant</u>	<u>Purpose</u>	<u>Date</u>	<u>Fee</u>
	Jill Moreno Ikari	Conduct 4 one-hour workshops for English 71 students. Agreement No. A2611.09	3/1/09 - 5/15/09	Not to exceed \$1,700
Language & Literature	Olga Garcia	Conduct 4 one-hour workshops for English 71 students. Agreement No. A2610.09	4/15/09 - 4/16/09	Not to exceed \$500
Arts & Communication	Marc Dwyer	Musical performance for Spring Recital Series Agreement No. A2624.09	2/04/09	Not to exceed \$300
Arts & Communication	Barbara Scheidker	Musical performance for Spring Recital Series Agreement No. A2625.09	3/04/09	Not to exceed \$100
Arts & Communication	Elizabeth Rose	Musical performance for Spring Recital Series Agreement No. A2626.09	3/18/09	Not to exceed \$200
(Suarez) Counseling & Matriculation	Dr. Kenneth P. Gonzalez	Provide expertise on analyzing and summarizing data for the Basic Skills Initiative (BSI) Project, "A Focus Group Approach." Agreement #A2605.09	3/12/09- 5/29/09	Not to exceed \$1,500
Counseling & Matriculation	Marissa Vasquez	Assist Cecilia Medina, Project Manager of Basic Skills Initiative (BSI) Project, "A Focus Group Approach," to recruit students, co-facilitate focus groups, and analyze data. Agreement #A2606.09	3/12/09- 5/29/09	Not to exceed \$1,925
Counseling & Matriculation	Doris M. Griffin	Provide two-day, on-site consulting and training for transfer program degree audit, set-up and syntax, and creation of academic program requirements to assist in advising students. Agreement #A2607.09	3/12/09- 4/30/09	Not to exceed \$2,000

ITEM

- 13E. RATIFY/APPROVE FILING OF APPLICATION(S)
(Meadows)
Ratification/approval of filing of application(s) to meet deadlines as listed below:

National Science Foundation, Course, Curriculum, and Laboratory Improvement Program (CCLI), "A CCLI Proposal Preparation Workshop for Two Year College Chemistry Faculty," in the amount of \$49,999, March 17, 2009 through March 16, 2010.
- 13F. RATIFY/APPROVE ACCEPTANCE OF FUNDS
(Meadows)
Ratification/approval of acceptance of funds as listed below:

Chancellor's Office, California Community Colleges, "CalWORKs/TANF," in the amount of \$508,654 (CalWORKs program, \$412,101; Child Care \$25,000; TANF, \$71,553), July 1, 2008 through June 30, 2009. The application was approved by the Governing Board on November 12, 2008.

Chancellor's Office, California Community Colleges, "Entrepreneurship Career Pathways Projects," in the amount of \$50,000, December 1, 2008 through January 31, 2010. The application was approved by the Governing Board on January 28, 2009.

City of San Diego, Small Business Enhancement Program (SBEP), "San Diego Contracting Opportunities Center," in the amount of \$24,000, January 1 through December 31, 2009. The application was approved by the Governing Board on January 28, 2009.

U.S. Small Business Administration, "Small Business Development Center Network San Diego Imperial Counties," in the amount of \$869,549, January 1 through December 31, 2009. This application was approved by the Governing Board on November 12, 2008.
- 13G. AWARD OF DEGREES
(Suarez)
Award degrees to candidates meeting graduation requirements at the close of fall semester 2008:
- | | | |
|-------------|----------------------------|------------|
| Fall 2008 | Associate in Arts | 281 |
| | Associate in Science | 59 |
| | Certificate of Achievement | <u>190</u> |
| Grand Total | | 530 |
- 13H. RATIFY VOLUNTEER SERVICES (ENCLOSURE)
(Beasley)
Recommend ratification of volunteer services effective January 1, 2009 through January 31, 2010.
- 13I. CONFIRMATION OF PURCHASE ORDERS (ENCLOSURE)
(Beasley)
General Fund Nos. 93018 – 93597
Blanket Fund Nos. B1473 – B1484
- 13J. PAYMENT OF BILLS – JANUARY 1-31, 2009 (ENCLOSURE)
(Beasley)

	ITEM																								
Action	14. PROPOSITION R CITIZENS' OVERSIGHT COMMITTEE (ENCLOSURE) (Chopra)																								
		Aguilar		Dominguez		Roesch		Salcido		Valladolid	Diaz-Student Advisory Vote														
	<p>Recommend appointment of the individuals listed below to the Prop R Citizens Oversight Committee in accordance with the established bylaws. At the first meeting of the committee, five members will be appointed for a 2-year term and two members for a 1-year term commencing on the date of the first meeting of the Committee.</p> <ul style="list-style-type: none">▪ Student Representative – Kenia Lopez▪ Business Community Representative – David Adams▪ Senior Citizens Organization – Joe David Casillas▪ Taxpayer Association – Rebecca Kelley▪ Support Organization for SWC/Foundation – Peter Mabrey▪ Community Members at Large – (1) David Krough (2) Michael Rahm																								
Action	15. HUMAN RESOURCES – ACADEMIC (Items A through D) (Kerns)																								
		Aguilar		Dominguez		Roesch		Salcido		Valladolid	Diaz-Student Advisory Vote														
	<p>15A. <u>APPROVE ESTABLISHMENT OF NEW ACADEMIC POSITION</u></p> <p>Recommend establishment of the following tenure-track, categorically-funded academic position:</p> <table><tr><td><u>Position</u></td><td><u>Department</u></td><td><u>Months of Service</u></td><td><u>Monthly Salary Range</u></td></tr><tr><td>EOPS Counselor</td><td>Extended Opportunities Programs & Services</td><td>11</td><td>\$4,805.64 - \$7,412.82</td></tr></table> <p>15B. <u>RE-EMPLOYMENT OF TENURE TRACK ACADEMIC STAFF</u></p> <p>15B1. Pursuant to Education Code section 87608, recommend approval of one-year re-employment contract for the 2009-10 academic year for the following one (1) probationary academic employee completing less than one full year of satisfactory service:</p> <p>Angela Rock</p> <p>15B2. Pursuant to Education Code section 87608, recommend approval of one-year re-employment contract for the 2009-10 academic year for the following five (5) probationary academic employees completing their second full year of satisfactory service:</p> <table><tr><td>Felipe Ballon</td><td>Luis Osuna, M.D.</td></tr><tr><td>Denise Kohler</td><td>Nghiep Quan</td></tr><tr><td>John Lewis</td><td></td></tr></table>											<u>Position</u>	<u>Department</u>	<u>Months of Service</u>	<u>Monthly Salary Range</u>	EOPS Counselor	Extended Opportunities Programs & Services	11	\$4,805.64 - \$7,412.82	Felipe Ballon	Luis Osuna, M.D.	Denise Kohler	Nghiep Quan	John Lewis	
<u>Position</u>	<u>Department</u>	<u>Months of Service</u>	<u>Monthly Salary Range</u>																						
EOPS Counselor	Extended Opportunities Programs & Services	11	\$4,805.64 - \$7,412.82																						
Felipe Ballon	Luis Osuna, M.D.																								
Denise Kohler	Nghiep Quan																								
John Lewis																									

ITEM

- 15B3. Pursuant to Education Code section 87608.5, recommend approval of two-year re-employment contract for the 2009-11 academic years for the following fifteen (15) probationary academic employees completing their second full year of satisfactory service:

Clarence Amaral, Ph.D.	Nicholas Nguyen
Lucas Buehler, Ph.D.	Teresa Russell
Edward Carberry	Samone Sayasenh
Elisa Hedrick	Carl Scarbnick, Ph.D.
Peter Herrera	Richard Sherard
Noreen Maddox	Sandra Tyahla
Cecilia Medina	Michael Wickert
Myriam Moody	

- 15B4. Pursuant to Education Code section 87608.5, the following ten (10) probationary academic employees have completed their third full year of satisfactory service, and, pursuant to contract, shall be re-employed for the 2009-10 academic year:

Luis Bohorquez	Jorge Pastrana, D.M.A.
David Brady	Gabriella Penaloza
Heather Eudy	Elisabeth Shapiro, J.D.
Linda Jones, D.C.	Elizabeth Smith
Thomas Murray, Ph.D.	Susan Yonker

- 15B5. Pursuant to Education Code section 87608.5, the following two (2) probationary academic employees have completed their third full year of service, and, pursuant to contract, shall be re-employed for the 2009-10 academic year::

Jose Ibarra	Laura Ryan
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- 15B6. Pursuant to Education Code section 87609, recommend tenure status and re-employment for the 2009-10 academic year for the following nine (9) probationary contract academic employees completing their fourth full year of satisfactory service. With acceptance of this offer of re-employment and by reporting to duty, these employees will gain regular (permanent) academic status effective with their fifth year of service:

Russell Bonine	Cynthia McDaniel, Ed.D.
Shannon Gracey	Susan Schoenrock
David Hecht, Ph.D.	John Toll, Ph.D.
Alexander Juden	Perry Vasquez
Hok Kong Lee, Ph.D.	

15C. ACADEMIC TRANSACTIONS (ENCLOSURE)

Request approval of academic transactions. Transactions include adjustments of initial placement, reclassification, minimum qualifications equivalency, stipends and reassigned time.

15D. APPROVAL OF 2009-2010 SABBATICAL LEAVES

Recommend approval of sabbatical leaves of absence for 2009-2010 be granted to the two (2) academic personnel identified below. In accordance with provisions of the Southwestern College Education Association (SCEA) Contract, subject to available funding.

Applicant	School	Step	Dates
Cazares, Norma Counseling & Personal Development	8	F/S	2009/10
Ramirez, David Counseling & Personal Development	8	F/S	2009/10

Action		ITEM						
		16. HUMAN RESOURCES – CLASSIFIED (Items A through D) (Kerns)						
	<i>Aguilar</i>		<i>Dominguez</i>		<i>Roesch</i>		<i>Salcido</i>	<i>Diaz-Student Advisory Vote</i>
		16A. <u>EMPLOYMENT – BARGAINING UNIT</u>						
		Request approval of employment effective as indicated:						
	<u>Employee</u>	<u>Position</u>	<u>Department</u>	<u>Months of Service</u>	<u>Range/ Step</u>	<u>Monthly Salary</u>	<u>Effective Date</u>	
	Marcela Gutierrez (replacement)	EOPS Technician	Extended Opportunities Programs & Services	12 / 1.0 FTE	Range 20 Step 1	\$3,608	3/12/09	
	Sally Randolph (replacement)	EOPS Technician	Extended Opportunities Programs & Services	12 / 1.0 FTE	Range 20 Step 1	\$3,608	3/12/09	
	Timothy Ross (replacement)	Tool Room Attendant-Evening	School of Applied Technology & Learning Assistance	12 / .44 FTE	Range 17* Step 1	\$1,474	3/12/09	
		*Includes evening shift increment						
		16B. <u>RECLASSIFICATION OF CLASSIFIED BARGAINING UNIT PERSONNEL</u> (ENCLOSURE)						
		Pursuant to Section 14.3 of the CSEA Contract and the Classified Reclassification procedures, the District and CSEA have conducted an annual reclassification process for the 2008-09 academic year.						
		Recommend approval of new classifications and changes in contract service retroactive to July 1, 2008.						
		16C. <u>CLASSIFIED TRANSACTIONS</u> (ENCLOSURE)						
		Approval of classified transactions including educational incentive salary placement and for employment of short-term, non-academic hourly employees.						
		16D. <u>RESIGNATIONS/RETIREMENTS</u>						
		The following staff members have resigned/retired effective as indicated and their resignation has been accepted by the Superintendent/President under delegation of powers						
	<u>Employee</u>	<u>Position/Department</u>		<u>Effective Date</u>				
	Benjamin Arredondo (resignation)	Project Carpenter/Maintenance		2/17/09				
	Ruben Ronquillo (resignation)	Electrician/Maintenance		2/25/09				
	Patricia Garrett (retirement)	Financial Aid Technician		3/9/09				

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Action	ITEM												
	17. APPROVAL OF AGREEMENTS – COST TO DISTRICT (Items A through C)												
	<table><tr><td><i>Aguilar</i></td><td><i>Dominguez</i></td><td><i>Roesch</i></td><td><i>Salcido</i></td><td><i>Valladolid</i></td><td><i>Diaz-Student Advisory Vote</i></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	<i>Aguilar</i>	<i>Dominguez</i>	<i>Roesch</i>	<i>Salcido</i>	<i>Valladolid</i>	<i>Diaz-Student Advisory Vote</i>						
<i>Aguilar</i>	<i>Dominguez</i>	<i>Roesch</i>	<i>Salcido</i>	<i>Valladolid</i>	<i>Diaz-Student Advisory Vote</i>								
	<p>17A. <u>ACADEMIC AFFAIRS</u></p> <p>17A1. AGREEMENT WITH BENNETT COLLEGE CHOIR (ENCLOSURE)</p> <p>Ratify Agreement No. A2623.09 with Bennett College Choir, to present a gospel and spiritual musical performance, on March 2, 2009, in the amount of \$3,000.</p> <p>17A2. AGREEMENT WITH JANET M. ZADINA, PH.D. (ENCLOSURE)</p> <p>Approve Agreement No. A2613.09 with Janet M. Zadina, Ph.D., for presentation of a three-hour professional development workshop entitled "Using Brain Research to Enhance and Energize Basic Skills Instruction," on April 24, 2009, in the amount of \$4,000.</p> <p>17B. <u>BUSINESS AND FINANCIAL AFFAIRS</u></p> <p>17B1. AMENDMENT TO AGREEMENT WITH NIELSEN CONSTRUCTION CA., INC. (ENCLOSURE)</p> <p>Ratify Amendment No. 1 to Agreement No. A2222.07 with Nielsen Construction CA., Inc., to amend present agreement to extend contract and amount for construction management services for the Higher Education Center at San Ysidro, for the period November 15, 2008 to January 31, 2009, in an amount not to exceed \$40,000.</p> <p>17B2. AGREEMENT WITH PAYPHONE STATIONS INNOVATIONS (PSI) (ENCLOSURE)</p> <p>Approve Agreement No. A2622.09 with Payphone Stations Innovations (PSI), for pay telephone equipment at District facilities, for the period March 12, 2009 to March 30, 2010, inclusive, in an amount not to exceed \$10,920.</p> <p>17B3. AGREEMENT WITH VICENTI, LLOYD & STUTZMAN, LLP (ENCLOSURE)</p> <p>Approve Agreement No. A2604.09 with Vicenti, Lloyd & Stutzman, LLP, for the preparation of the District's indirect cost rate proposal, for the period March 12 to April 30, 2009, inclusive, in an amount not to exceed \$6,000.</p> <p>17C. <u>STUDENT AFFAIRS</u></p> <p>17C1. AGREEMENT WITH ECS HEAD START FOR COMMUNITY PARTNERSHIP PROGRAM (ENCLOSURE)</p> <p>Ratify Agreement No. A2630.09 with ECS Head Start, for the Community Partnership Program, for the period January 5, 2009 to June 30, 2011, inclusive, at a cost based on Shared Cost Selection Chart.</p>												

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Action	ITEM																								
	18. APPROVAL OF AGREEMENTS – INCOME / NO COST TO DISTRICT (Items A through B) <table border="1"> <tr> <td></td> <td>Aguilar</td> <td></td> <td>Dominguez</td> <td></td> <td>Roesch</td> <td></td> <td>Salcido</td> <td></td> <td>Valladolid</td> <td></td> <td>Díaz-Student Advisory Vote</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		Aguilar		Dominguez		Roesch		Salcido		Valladolid		Díaz-Student Advisory Vote												
	Aguilar		Dominguez		Roesch		Salcido		Valladolid		Díaz-Student Advisory Vote														
	<p>18A. <u>ACADEMIC AFFAIRS</u></p> <p>18A1. AGREEMENT WITH GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT AUXILIARY ORGANIZATION (ENCLOSURE)</p> <p>Ratify Agreement No. A2617.09, with Grossmont-Cuyamaca Community College District Auxiliary Organization, to provide services supporting the Tech Prep Regional Consortia grant received from the California Department of Education, for the period July 1, 2008 to June 30, 2009, inclusive, in the amount of \$39,000 income to the District.</p> <p>18A2. AGREEMENT WITH KRYTERION, INC. (ENCLOSURE)</p> <p>Approve Agreement No. A2619.09 with Kryterion, Inc., for designating Southwestern College as a High-stakes Online Secured Testing (HOST) site, for the period March 12, 2009 to March 11, 2010, inclusive, in varied amounts based on service hours, income to the District.</p> <p>18A3. AMENDMENT TO AGREEMENT WITH STATE OF CALIFORNIA, DEPARTMENT OF BOATING AND WATERWAYS (ENCLOSURE)</p> <p>Ratify Amendment 1 to Agreement No. AR2324.08 with State of California, Department of Boating and Waterways, for the purchase of boating equipment and as a supplemental funding in the form of scholarships for youth in the surrounding communities, for the period February 1, 2009 to January 31, 2023, inclusive, in the amount of \$40,000, bringing the contract amount to \$80,000, income to the District.</p> <p>18A4. AGREEMENT WITH MEITETSU TRAVEL USA CORP. (ENCLOSURE)</p> <p>Approve Agreement No. AR2612.09 with The Meitetsu Travel USA Corp., for coordination of student travel, for the period April 15 to April 17, 2009, inclusive, in the amount of \$5,000 income to the District.</p> <p>18A5. AGREEMENT WITH AMERICAN RED CROSS (ENCLOSURE)</p> <p>Approve Agreement No. A2616.09 with the American Red Cross, to serve as an authorized training provider, for the period July 1, 2009 to June 30, 2010, inclusive, at no cost to the District.</p> <p>18A6. AGREEMENT WITH NAVAL MEDICAL CENTER SAN DIEGO (ENCLOSURE)</p> <p>Approve Agreement No. A2614.09 with Naval Medical Center San Diego, to serve as a clinical internship site, for the period March 1, 2009 to February 28, 2014, inclusive, at no cost to the District.</p> <p>18B. <u>STUDENT AFFAIRS</u> (Suarez)</p> <p>18B1. AGREEMENT WITH ECS HEAD START FOR AMERICORPS SCHOOL READINESS PROGRAM (ENCLOSURE)</p> <p>Ratify Agreement No. A2631.09 with ECS Head Start, for the AmeriCorps School Readiness Program, for the period January 5, 2009 to June 30, 2011, inclusive, at no cost to the District.</p>																								

ITEM																								
Action	18B. <u>STUDENT AFFAIRS</u> (Continued) (Suarez)																							
	18B2. AGREEMENT WITH HIPAA BUSINESS ASSOCIATE (ENCLOSURE) Approve HIPAA Business Associate Agreement No. A2608.09 with Southwestern Community College District and Covenant Retirement Communities DBA Mount Miguel Covenant Village Health Facility, for a work-based learning experience in a health care environment, for the period March 12, 2009 to June 30, 2011, inclusive, at no cost to the District.																							
	18B3. AGREEMENT WITH COVENANT RETIREMENT COMMUNITIES DBA MOUNT MIGUEL COVENANT VILLAGE HEALTH FACILITY (ENCLOSURE) Approve Agreement No. A2604.09 with Covenant Retirement Communities DBA Mount Miguel Covenant Village Health Facility, for Cooperative Work Experience Education Program, for the period March 12, 2009 to June 30, 2011, inclusive, at no cost to the District.																							
Information	19. <u>ADOPT RESOLUTION(S) (ENCLOSURE)</u>																							
	<table><tr><td></td><td><i>Aguilar</i></td><td></td><td><i>Dominguez</i></td><td></td><td><i>Roesch</i></td><td></td><td><i>Salcido</i></td><td></td><td><i>Valladolid</i></td><td></td><td><i>Diaz-Student Advisory Vote</i></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>		<i>Aguilar</i>		<i>Dominguez</i>		<i>Roesch</i>		<i>Salcido</i>		<i>Valladolid</i>		<i>Diaz-Student Advisory Vote</i>											
		<i>Aguilar</i>		<i>Dominguez</i>		<i>Roesch</i>		<i>Salcido</i>		<i>Valladolid</i>		<i>Diaz-Student Advisory Vote</i>												
	Recommend adoption of the resolution(s) listed below:																							
	<u>ADOPT RESOLUTION IN SUPPORT OF ASSEMBLY BILL 24 (ENCLOSURE)</u> (Chopra)																							
	Recommend adoption of Resolution No. 1595 in Support of Assembly Bill 24, California State University at Chula Vista Feasibility Study.																							
	20. <u>NON-ACTION ITEMS</u>																							
	20A. <u>INFORMATION ITEMS</u>																							
	(Meadows)																							
20A1. 2008 Accountability Reporting for the Community Colleges (ARCC) Report (ENCLOSURE) Dr. Mark Meadows, Vice President for Academic Affairs will present an overview of the 2008 ARCC Report, including data for the following indicators: Student Progress and Achievement Percentage of Students Achieving Thirty Units Persistence Rate Successful Course Completion Rate (Vocational) Successful Course Completion Rate (Basic Skills) Improvement Rate Credit Basic Skills Improvement Rate for Credit ESL																								
(Meadows)																								
20A2. Grants Received by the Southwestern College Foundation Defense Logistics Agency, "Procurement Technical Assistance Center Services (San Diego Contracting Opportunities Center)," in the amount of \$300,000, January 1, 2009 through December 31, 2009.																								
(Beasley)																								
20A3. General Fund Financial Report for Period Ending January 31, 2009 (ENCLOSURE)																								

	<div>ITEM</div> <div>(Beasley)</div> <div>20A4. General Fund Cash Analysis for Period Ending January 31, 2009 (ENCLOSURE)</div> <div>(Suarez)</div> <div>20A5. Health Services Annual Report, Academic Year 2007-2008 (ENCLOSURE)</div>			
Administrative Reports	<div>21. ADMINISTRATIVE REPORTS</div> <div>(Roesch)</div> <div>21A. MARK MEADOWS, Ph.D., VICE PRESIDENT FOR ACADEMIC AFFAIRS</div> <div>21B. THOMAS BEASLEY, ACTING VICE PRESIDENT FOR BUSINESS AND FINANCIAL AFFAIRS</div> <div>21C. MICHAEL KERNS, VICE PRESIDENT FOR HUMAN RESOURCES</div> <div>21D. ANGELICA SUAREZ, Ph.D., VICE PRESIDENT FOR STUDENT AFFAIRS</div>			
Senate/Union/ Association Reports	<div>22. SENATE/UNION/ASSOCIATION REPORTS</div> <div>(Roesch)</div> <div>22A. PROFESSOR VALERIE GOODWIN-COLBERT, PRESIDENT, ACADEMIC SENATE</div> <div>22B. WANDA MAXWELL, PRESIDENT, CLASSIFIED SENATE</div> <div>22C. PHILIP LOPEZ, PRESIDENT, SOUTHWESTERN COLLEGE EDUCATION ASSOCIATION (SCEA)</div> <div>22D. MICHAEL SELBY, PRESIDENT, CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)</div> <div>22E. TERRY DAVIS, PRESIDENT, SOUTHWESTERN COMMUNITY COLLEGE DISTRICT ADMINISTRATORS ASSOCIATION (SCCDAA)</div>			
Superintendent/ President's Report	<div>23. SUPERINTENDENT/PRESIDENT'S REPORT</div> <div>(Roesch)</div> <div>RAJ K. CHOPRA, Ph.D., SUPERINTENDENT/PRESIDENT</div>			
Board Requests for Information	<div>24. GOVERNING BOARD REQUESTS FOR INFORMATION</div> <div>(Roesch)</div> <table><tr><td>Information Requested</td><td>Board Member</td><td>Due Date</td></tr></table>	Information Requested	Board Member	Due Date
Information Requested	Board Member	Due Date		
Governing Board Reports	<div>25. GOVERNING BOARD REPORTS</div> <div>(Roesch)</div> <div>25A. STUDENT BOARD MEMBER LETICIA DIAZ</div> <div>25B. BOARD MEMBER NICK AGUILAR</div> <div>25C. BOARD MEMBER TERRI VALLADOLID</div> <div>25D. BOARD MEMBER JORGE DOMINGUEZ, Ph.D.</div> <div>25E. BOARD VICE PRESIDENT YOLANDA SALCIDO</div> <div>25F. BOARD PRESIDENT JEAN ROESCH, Ed.D.</div>			

	ITEM
Closed Session	26. CLOSED SESSION / REPORT OF ACTION(S) (If Applicable) (Roesch)
Adjournment	27. ADJOURNMENT (Roesch)
Information	28. NEXT REGULAR MEETING Wednesday, April 15, 2009 Coronado Unified School District 201 Sixth Street Board Room Coronado, CA 92118

RAJ K. CHOPRA, PH.D.
SUPERINTENDENT/PRESIDENT



MINUTES

REGULAR MEETING, GOVERNING BOARD SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

**SOUTHWESTERN COLLEGE EDUCATION CENTER AT SAN YSIDRO
460 WEST SAN YSIDRO BLVD., ROOM 5103/5104**

JEAN ROESCH, ED.D., GOVERNING BOARD PRESIDENT
YOLANDA SALCIDO, GOVERNING BOARD VICE PRESIDENT
NICK AGUILAR, GOVERNING BOARD MEMBER
JORGE DOMINGUEZ, PH.D., GOVERNING BOARD MEMBER
TERRI VALLADOLID, GOVERNING BOARD MEMBER
LETICIA DIAZ, STUDENT GOVERNING BOARD MEMBER
RAJ K. CHOPRA, PH.D., SECRETARY TO GOVERNING BOARD
AND SUPERINTENDENT/PRESIDENT

6:00 p.m. Call to Order / Announcement of Closed Session Agenda
7:00 p.m. (Approximate) Reconvene in Open Session

Wednesday, February 11, 2009

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Southwestern Community College District, in compliance with the American Disabilities Act (ADA), requests individuals who may need special accommodation to access, attend, and/or participate in Board meetings to contact Mary Ganio at (619) 482-6301 at least forty-eight hours in advance of the meeting for information on such accommodation.

In compliance with Government Code section 54957.5, non-exempt writing that are distributed to a majority or all of the board in advance of a meeting, may be viewed at Southwestern College, Office of the Superintendent/President, 900 Otay Lakes Road, Chula Vista, CA 91910; at our website by clicking on the following link www.swccd.edu; or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact Mary Ganio, Executive Assistant to the Superintendent/President, at 619.482.6301 or email at mganio@swccd.edu.

Persons wishing to address the Governing Board under Oral Communication should complete a yellow request card (available at the reception table) and indicate on the card if they wish to speak under Oral Communication, or when a specific agenda item is considered. Cards should be submitted to the Board secretary prior to the start of the meeting.

	ITEM
Call to Order	1. CALL TO ORDER (Roesch) 6:04 p.m., Room 5103/5104 Present: Aguilar, Roesch, Salcido Absent: Dominguez, Valladolid, Diaz (Student Board Member) Board members arriving after meeting commences will be noted as "present" at point in this suggested order of business at which they arrive.
Announcement Closed Session Agenda	2. ANNOUNCEMENT OF CLOSED SESSION AGENDA (Roesch) Members of the public may be present to hear the closed session announcements and will be given an opportunity to speak on any closed session items at this time. Persons wishing to address the Governing Board under this item should fill out a yellow request card (available at the reception table). 2A. CONFERENCE WITH LABOR NEGOTIATOR Negotiator: Michael Kerns Employee Organizations: CSEA, SCEA, SCCDAA, Confidentials Government Code Section 54957.6

	ITEM																								
	2B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE Government Code Section 54957																								
Closed Session	3. ADJOURN TO CLOSED SESSION (Roesch) Room 5100A																								
Reconvene in Open Session	4. RECONVENE IN OPEN SESSION (Roesch) 7:00 p.m., Room 5103/5104 Present: Roesch, Salcido, Dominguez, Valladolid, Aguilar, Diaz (Student Board Member)																								
Pledge of Allegiance	5. PLEDGE OF ALLEGIANCE (Roesch)																								
Closed Session Announcement	6. ANNOUNCEMENT OF CLOSED SESSION ACTION(S) (If applicable) (Roesch) Board Member Roesch announced there was no report from closed session.																								
Action (Carried)	7. APPROVAL OF MINUTES (ENCLOSURE) (Chopra) <table><tr><td>M</td><td>Aguilar</td><td></td><td>Dominguez</td><td></td><td>Roesch</td><td></td><td>Salcido</td><td></td><td>Valladolid</td><td>S</td><td>Diaz-Student Advisory Vote</td></tr><tr><td></td><td>Aye</td><td></td><td>Aye</td><td></td><td>Aye</td><td></td><td>Aye</td><td></td><td>Aye</td><td></td><td>Aye</td></tr></table> <p>Regular Meeting, January 28, 2009</p> <p>Board Member Aguilar asked that the minutes be amended to reflect the following additional language, underlined below, be added to Item #11A:</p> <p>Aguilar asked that procedure be reviewed to ensure that the public is able to understand that there is no special treatment given the apparent disparity in salary <u>that reflects faculty receiving a 15% to 20% salary increase while other employees are getting 1% and 2% increases.</u></p> <p>Board President Roesch announced that there was a correction to Item #14C Resignations/Retirements. The effective date listed, 6/30/09, was corrected to be effective 6/1/09.</p>	M	Aguilar		Dominguez		Roesch		Salcido		Valladolid	S	Diaz-Student Advisory Vote		Aye		Aye		Aye		Aye		Aye		Aye
M	Aguilar		Dominguez		Roesch		Salcido		Valladolid	S	Diaz-Student Advisory Vote														
	Aye		Aye		Aye		Aye		Aye		Aye														
Presentation(s)	8. PRESENTATION(S) 8A. <u>OPENING OF HIGHER EDUCATION CENTER AT SAY YSIDRO</u> Presenters: Mark Meadows, Ph.D., Vice President for Academic Affairs; Silvia Cornejo-Darcy, Acting Dean, Higher Education Center at San Ysidro																								
Oral Communication	9. ORAL COMMUNICATION (Roesch) Persons wishing to address the Governing Board under this item should fill out a yellow request card (available at the reception table) and indicate on the card if they wish to be called under Oral Communication, or when a specific agenda item is considered. An oral presentation to the Board does <i>not</i> constitute an open discussion on the presentation topic, unless that topic is on the posted agenda. Pursuant to the Brown Act (Government Code Section 54954.2(a)): "No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may <i>briefly</i> respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3." No persons appeared.																								

Action
(Carried)
Items #10 A, B,
D, E

ITEM

10. APPROVE CONSENT CALENDAR (ITEMS A THROUGH H)

M	Aguilar		Dominguez		Roesch		Salcido	S	Valladolid		Diaz-Student Advisory Vote
	Aye		Aye		Aye		Aye		Aye		Aye

Adoption of the Consent Calendar will be made by one motion and second of the Board and by a unanimous vote.

Board Member Aguilar pulled for discussion Items #10C, F, G, H

10A. RATIFY/APPROVE FACILITY USE REQUEST(S)
(Beasley/Wilson)

Recommend ratification/approval of facility use requests listed below:

Organization	Facility Requested	Purpose	Date	Total Charge
Bonita Vista High School (Music Program)	Mayan Hall	Holiday Concert	12/17 – 12/18/08	\$1,804.93

10B. RATIFY/APPROVE TRAVEL ADVANCE REQUESTS:
(Beasley)

Recommend ratification/approval of travel advance requests listed below:

Employee	Purpose	Date	Cost
Ortvez, Tricia	WinPrism Textbook Module Training Lincoln, NE	3/20/09 - 4/3/09	\$425.00

10C. ADOPT COMMENDATION RESOLUTIONS (ENCLOSURE)
(Kerns)

M	Aguilar		Dominguez		Roesch		Salcido		Valladolid	S	Diaz-Student Advisory Vote
	Aye		Aye		Aye		Aye		Aye		Aye

Recommend adoption of commendation resolutions for individuals listed below:

Carol Niekrasz, Administrative Secretary I, School of Health, Exercise Science & Athletics, completing 20.5 years of service

Board Member Aguilar expressed appreciation to staff for responses to questions he had submitted and asked that the questions and responses be included as part of the minutes of the meeting for brevity.

Board Member Aguilar suggested that the immediate administrator or supervisor individualize the commendation resolution to recognize the individual's contribution and make the commendation meaningful. He asked if that would be done. Board Member Dominguez, assuming that it was already possible for management to add accolades, questioned whether the Board would be mandating or highly recommending. Board Member Valladolid questioned if it was being suggested that the Board require supervisors to add information. Board Member Salcido added that it was great to add accolades and individualize resolutions, but questioned to what extent. She stated that it would be best left to the administration to handle rather than for the board to give that direction, and not get into operations. Board Member Aguilar agreed and deferred to the President.

Item #10 C
(Carried)

ITEM

10D. RATIFY/APPROVE EMPLOYMENT OF CONSULTANT(S)

Recommend ratification/approval of employment of consultants listed below:

<u>Department</u>	<u>Consultant</u>	<u>Purpose</u>	<u>Date</u>	<u>Fee</u>
(Meadows) Arts & Communication	Nunez, Marisol	Stage manager for theatre production, "El Jardin"	2/12/09– 4/4/09	Not to exceed \$400
Arts & Communication	Morton, Carlos	Performance royalties for theatre production, "El Jardin"	3/16/09– 4/4/09	Not to exceed \$420
Arts & Communication	Flores, Olga Villanueva	Costume designer for theatre production, "El Jardin"	2/12/09– 4/30/09	Not to exceed \$1,500
Arts & Communication	Dornob	Musical performance	2/25/09	Not to exceed \$250
Arts & Communication	Flores, Daniel	Dance performance	2/27/09– 2/28/09	Not to exceed \$960
Language & Literature	Santana, Patricia	Conduct 4 one-hour workshops for English 71 students	3/17/09– 3/18/09	Not to exceed \$500
(Suarez) Student Services	Patricia Santana	Part of the 2009 Women's History Month celebration. Ms. Santana will present a one-hour performance which will include selected readings from her award-winning novel. Students majoring in different disciplines would benefit from listening to Ms. Santana's presentation/performance. (Contract No. A2602.09)	3/17-3/18/09	Total not to exceed \$500
Student Services	Michelle K. Gorthy	Part of the 2009 Women's History Month celebration. Ms. Gorthy will be a guest speaker for the Women Taking the Lead to Save Our Planet: Colloquim Luncheon. Ms. Gorthy's specialty, The Greening of Community College Campuses, would benefit the campus and its community. (Contract No. A2594.09)	3/20/09	Total not to exceed \$600

10E. RATIFY VOLUNTEER SERVICES (ENCLOSURE)

(Beasley)

Recommend ratification of volunteer services effective January 13 through February 4, 2009.

ITEM

10F. ACCEPTANCE OF FEBRUARY 2009 CURRICULUM SUMMARY REPORT
(ENCLOSURE)

(Meadows)

Item #10 F
(Carried)

M	Aguilar		Dominguez		Roesch		Salcido	S	Valladolid		Díaz-Student Advisory Vote
	Aye		Aye		Aye		Aye		Aye		Aye

Board Member Aguilar made the observation that this item only asks for acceptance of the report, it doesn't ask for approval of the course. He indicated that if the intent was to have the board approve, he moved acceptance of the summary and approval of courses as recommended in the report.

Recommend acceptance of February 2009 Curriculum Summary Report

The February 2009 Curriculum Summary Report is a compilation of the new and revised curriculum proposed by faculty and submitted to the Curriculum Committee November 6 through December 11, 2008. Faculty submit proposals for new and/or revised curriculum to the Curriculum Committee. The Curriculum Committee reviews and scrutinizes curriculum for academic rigor, transferability and/or occupational competencies, student benefit, and institutional fit, as stated in Title 5 and the State Chancellor's Curriculum Handbook. Once these and other considerations are met, the Curriculum Summary Report is forwarded to the Superintendent/President and Governing Board for review and approval before being sent to the State Chancellor's Office.

The Southwestern College Curriculum Committee reviewed and approved 1 new course, 3 course modifications, 1 course reactivation, and 1 program modification.

10G. CONFIRMATION OF PURCHASE ORDERS (ENCLOSURE)

(Beasley)

Item #10 G
(Carried)

M	Aguilar		Dominguez		Roesch		Salcido	S	Valladolid		Díaz-Student Advisory Vote
	Aye		Aye		Aye		Aye		Aye		Aye

Board Member Aguilar asked that this item be referred to the Policy Review Committee to develop a policy to ensure the proper direction is given to staff on expenditure of funds and to give authority to the Superintendent/President to approve minor amounts. Board Member Salcido indicated that she was comfortable with the way it is currently being submitted to the Board and that she likes to see the expenditures. She added that she had no problem forwarding to the policy committee to bring a recommendation to the board.

General Fund Nos. 92773 – 93017
Blanket Fund Nos. B1466 – B1472

ITEM										
Item #10 H (Carried)	10H. PAYMENT OF BILLS – DECEMBER 1-31, 2008 (ENCLOSURE)									
	(Beasley)									
	Aguilar		Dominguez		Roesch	S	Salcido	M	Valladolid	Diaz-Student Advisory Vote
	No		No		Aye		Aye		Aye	Aye

Board Member Aguilar noted that the list of checks/warrants listed do not include what they were for and who is being paid. He inquired if the checks had already been issued, and Tom Beasley replied that they had. Aguilar indicated that he asked for a policy for ratification of purchase orders or actions and found there was none. He further noted that if the board decided not to ratify, it was possible that individual employees would be responsible for expenditures. He stated that he wanted to know who the payees are before approving them.

Board Member Valladolid indicated that she understood that these were approved as line items in the budget and indicated that some of the checks may include payroll. She suggested referring to the policy committee to clarify.

Board Vice President Salcido indicated that this had been an ongoing issue and found in the past that it was cumbersome to compile all the warrants. The format was developed to eliminate cumbersome paperwork and added that if there is an issue with a warrant, additional information can be provided upon request.

Board Member Dominguez, for clarification, asked Beasley if a range of checks was payroll, and Mr. Beasley confirmed it was. Dominguez indicated he understood that it would be cumbersome but also understood Trustee Aguilar's concern. Suggested that staff could provide information on a range of checks.

Board Member Aguilar suggested that an easy way would be to make it an attachment to keep on record. Aguilar asked that the payee be listed for checks and indicated that he would not be voting in favor of the item. He indicated he understood payroll, but questioned general fund commercial purchases.

Superintendent Chopra indicated that, in his previous experiences, the Board has a check register which is a public document that is accessible, or checks are available for review at the board meetings.

ITEM																							
Action (Carried)	11. ACCEPTANCE OF GENERAL OPERATIONAL FUNDS FOR YEAR ENDED JUNE 30, 2008 (ENCLOSURE) (Beasley)																						
	<table><tr><td>S</td><td>Aguilar</td><td></td><td>Dominguez</td><td></td><td>Roesch</td><td></td><td>Salcido</td><td>M</td><td>Valladolid</td><td>Diaz-Student Advisory Vote</td></tr><tr><td></td><td>Aye</td><td></td><td>Aye</td><td></td><td>Aye</td><td></td><td>Aye</td><td></td><td>Aye</td><td>Aye</td></tr></table>	S	Aguilar		Dominguez		Roesch		Salcido	M	Valladolid	Diaz-Student Advisory Vote		Aye		Aye		Aye		Aye		Aye	Aye
	S	Aguilar		Dominguez		Roesch		Salcido	M	Valladolid	Diaz-Student Advisory Vote												
	Aye		Aye		Aye		Aye		Aye	Aye													
<p>Board Member Aguilar indicated that the agenda document reflected there was no fiscal impact and questioned who paid for it. It was confirmed that the district paid \$35,000. Aguilar asked that the record be clarified to reflect the cost. He further asked that page 34 be corrected to include the Higher Education Center at Otay Mesa as a Center. Superintendent Chopra stated that it would be included in the audit. Aguilar also asked for clarification that Otay Mesa was included in the audit report and was clean.</p> <p>Board Member Dominguez asked if Aguilar was questioning if Otay Mesa was included in the report and Aguilar responded that he was. Dominguez went on to note that Otay Mesa was included in the audit on page 4, although omitted from other pages. Board Member Aguilar indicated that staff indicated that it was an oversight and Otay Mesa was omitted from page 34.</p> <p>Superintendent Chopra indicated that the auditor was present. The Auditor also indicated that it was an oversight, and although it was a product of the district, he would retype and rebind it. Salcido questioned the cost.</p> <p>Board Member Aguilar suggested that on page 46 the staff's response to him should be included to make clear that recommended action had been implemented.</p> <p>Board Member Valladolid noted that the document reflected it was implemented.</p> <p>Superintendent Chopra indicated that the previous audit pointed out things were not being done. As a result, a consultant was brought in and audit recommendations were implemented.</p> <p>The Auditor indicated that he would correct page 34 at no additional cost. He stated that this was his 3rd year presenting and had seen improvement of the district's fiscal operations, especially in the past year with Tom Beasley and Laura Sales' involvement and Dr. Chopra's leadership. He reported that all findings from last year have been implemented. He added that the Chancellor's Office had a preferred format for audits and he was following the recommended format. In closing, he reported that overall, the audit went very, very well.</p> <p>Accept the audited financial statements for the General Operational Funds for year ended June 30, 2008.</p>																							
Action (Carried)	12. REPORT ON AUDIT OF BOND FUND, JUNE 30, 2008 (ENCLOSURE) (Beasley)																						
	<table><tr><td></td><td>Aguilar</td><td></td><td>Dominguez</td><td></td><td>Roesch</td><td>S</td><td>Salcido</td><td>M</td><td>Valladolid</td><td>Diaz-Student Advisory Vote</td></tr><tr><td></td><td>Aye</td><td></td><td>Aye</td><td></td><td>Aye</td><td></td><td>Aye</td><td></td><td>Aye</td><td>Aye</td></tr></table>		Aguilar		Dominguez		Roesch	S	Salcido	M	Valladolid	Diaz-Student Advisory Vote		Aye		Aye		Aye		Aye		Aye	Aye
		Aguilar		Dominguez		Roesch	S	Salcido	M	Valladolid	Diaz-Student Advisory Vote												
	Aye		Aye		Aye		Aye		Aye	Aye													
<p>Board Member Aguilar commended staff for getting a report with no findings or recommendations. He inquired who paid for it, and how much it cost. Tom Beasley replied that the district paid \$7,000. Aguilar asked that the record be corrected to reflect that the fiscal impact of this item was at a cost of \$7,000 to the District.</p> <p>Recommend acceptance of audited financial statements for the Bond Fund for year ended June 30, 2008.</p>																							

Action
(Carried)

Action
(Carried)

[illegible]

Action
(Carried)

ITEM

16. APPROVAL OF AGREEMENTS – COST TO DISTRICT

16A. BUSINESS AND FINANCIAL AFFAIRS

M	Aguilar		Dominguez		Roesch		Salcido	S	Valladolid	Diaz-Student Advisory Vote
	Aye		Aye		Aye		Aye		Aye	Aye

AGREEMENT WITH ENGINEERING PARTNERS, INC. (ENCLOSURE)

Approve Agreement No. A2601.09 with Engineering Partners, Inc., for outside lighting study and design plans, for the period February 12 to June 30, 2009, inclusive, in an amount not to exceed \$24,500.

Board Member Aguilar indicated that he had questioned whether Items 16A, B and C were put out for bid and received a response that no bid was necessary. He questioned how we know Southwestern College is getting the best price.

John Wilson responded that in this particular agreement, the firm had done previous work for the college perimeter road and fire line extension, and their fees were reasonable. The firm had already done portions of the study and the amount they bid was reasonable. Wilson indicated that he and his maintenance supervisor made the decision after consulting with Tom Beasley.

Aguilar inquired if there was a policy to delegate the authority to staff; the Superintendent indicated that he would check. Aguilar inquired about sole source processing. Wilson indicated that these professional services fall under Government Code 536060 that does not require bidding. Wilson explained sole source items compared to these professional services.

Aguilar referred this matter to the policy committee and indicated he was not sure it was appropriate to give staff the authority. He suggested that it puts them in jeopardy of being accused of self dealing, and it was best to have coverage for the board to point to policy.

Board Member Dominguez questioned the code referred to by Wilson. Wilson stated that the code was specific for specialized skill levels and was not tied to a dollar amount.

General Counsel Jonathan Pearl addressed the board and indicated that over the past meetings there have been questions regarding RFPs and bids. He suggested that he had resources that he would like to share about when it is appropriate to go out for RFPs. He also addressed the subject of ratifications and indicated that ratification is covered by existing law.

Board Vice President Salcido stated that it would be a great tool to utilize and the expertise would be useful as they develop policies. She indicated that the board should be careful not to get into finer details.

Aguilar stated that he assumed that work of the policy committee would be reviewed by counsel at the appropriate time and deferred to the President to make sure policy is consistent with the law.

ITEM

16B. HUMAN RESOURCES

Item 16B
(Carried)

S	Aguilar		Dominguez		Roesch		Salcido	M	Valladolid	Diaz-Student Advisory Vote
	Aye		Aye		Aye		Aye		Aye	Aye

AGREEMENT WITH PORTFORD SOLUTIONS GROUP, INC. (ENCLOSURE)

Approve Agreement No. A2592.09, with Portford Solutions Group, Inc., to create electronic images of Southwestern College's Human Resources files, for the period February 12 to December 31, 2009, inclusive, in an amount not to exceed \$30,000.

Item 16C
(Carried)

16C. STUDENT AFFAIRS

M	Aguilar		Dominguez		Roesch		Salcido	S	Valladolid	Diaz-Student Advisory Vote
	Aye		Aye		Aye		Aye		Aye	Aye

Board Member Aguilar questioned what the policy is for ratification of agreement and found there was no policy, only past practice. He again suggested that ratifications without policy may leave staff on the hook. He indicated that the Superintendent of the San Diego County Office of Education was authorized to sign some contracts, especially for grants to meet timelines. He suggested that staff was acting on their own and committing the district. Board Member Valladolid indicated that this issue had already been referred to the policy committee and called for the question.

AGREEMENT WITH ROBERT M. THIES (ENCLOSURE)

Ratify Agreement No. A2603.09 with Robert M. Thies, for project management services during the implementation phase of the Release 18 Project (R18) of the Datatel Colleague System, for the period January 28 to April 30, 2009, inclusive, in an amount not to exceed \$34,000.

Action
(Carried)

Item 17B
(Carried)

Item 17C
(Carried)

	ITEM
Information	<p>18. NON-ACTION ITEMS</p> <p>18A. <u>INFORMATION ITEMS</u></p> <p>(Beasley) 18A1. General Fund Financial Report for Period Ending December 31, 2008 (ENCLOSURE)</p> <p>(Beasley) 18A2. General Fund Cash Analysis for Period Ending December 31, 2008 (ENCLOSURE)</p> <p>(Beasley) 18A3. Quarterly Report CCFS 311Q for Period Ending December 31, 2008 (ENCLOSURE)</p> <p>(Suarez) 18A4. Disability Support Services Annual Board Report–Academic Year 2007-2008 (ENCLOSURE)</p>
Administrative Reports	<p>19. ADMINISTRATIVE REPORTS</p> <p>(Roesch) 19A. MARK MEADOWS, Ph.D., VICE PRESIDENT FOR ACADEMIC AFFAIRS</p> <p>19B. THOMAS BEASLEY, ACTING VICE PRESIDENT FOR BUSINESS AND FINANCIAL AFFAIRS</p> <p>19C. MICHAEL KERNS, VICE PRESIDENT FOR HUMAN RESOURCES <i>Board Member Salcido asked VP Kerns to talk about the letter received from the Chancellor's Office. She then deferred to the Superintendent, and he deferred back to VP Kerns who reported that the district received a letter from Chancellor's Office. The College had been on the their "watch list" regarding HR actions and past practice. Through Dr. Chopra's leadership, the college has been taken off the "watch list" after a year and a half rather than two years. He complimented Dr. Chopra and staff in HR and the President's Office for their hard work.</i></p> <p>19D. ANGELICA SUAREZ, Ph.D., VICE PRESIDENT FOR STUDENT AFFAIRS <i>Helen Elias was appointed to mayor's committee on disability.</i></p>
Senate/Union/ Association Reports	<p>20. SENATE/UNION/ASSOCIATION REPORTS</p> <p>(Roesch) 20A. PROFESSOR VALERIE GOODWIN-COLBERT, PRESIDENT, ACADEMIC SENATE</p> <p>20B. SILVIA LUGO, PIO, CLASSIFIED SENATE</p> <p>20C. VICTOR CHAVEZ, ON BEHALF OF PRESIDENT, SOUTHWESTERN COLLEGE EDUCATION ASSOCIATION (SCEA) <i>He thanked the board for serving the public and its commitment to the college. He sits on the negotiations team and reported an excellent session with district's team.</i></p> <p>20D. MICHAEL SELBY, PRESIDENT, CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)</p> <p>20E. TERRY DAVIS, PRESIDENT, SOUTHWESTERN COMMUNITY COLLEGE DISTRICT ADMINISTRATORS ASSOCIATION (SCCDAA)</p>

	ITEM						
Superintendent/ President's Report	<p>21. SUPERINTENDENT/PRESIDENT'S REPORT (Roesch) RAJ K. CHOPRA, Ph.D., SUPERINTENDENT/PRESIDENT <i>Dr. Chopra gave accolades to staff who worked on the Center. He also acknowledged the Board for their leadership, and thanked staff for providing a historical overview of the center.</i></p>						
Board Requests for Information	<p>22. GOVERNING BOARD REQUESTS FOR INFORMATION (Roesch)</p> <table> <tr> <th><u>Information Requested</u></th><th><u>Board Member</u></th></tr> <tr> <td><i>Release Time/Stipend Report, clarification on past practices negotiable</i></td><td><i>Aguilar</i></td></tr> <tr> <td><i>Stipends, Reassign Time Report (clarification of reassign time, how conflicts with stipends)</i></td><td><i>Dominguez</i></td></tr> </table>	<u>Information Requested</u>	<u>Board Member</u>	<i>Release Time/Stipend Report, clarification on past practices negotiable</i>	<i>Aguilar</i>	<i>Stipends, Reassign Time Report (clarification of reassign time, how conflicts with stipends)</i>	<i>Dominguez</i>
<u>Information Requested</u>	<u>Board Member</u>						
<i>Release Time/Stipend Report, clarification on past practices negotiable</i>	<i>Aguilar</i>						
<i>Stipends, Reassign Time Report (clarification of reassign time, how conflicts with stipends)</i>	<i>Dominguez</i>						
Governing Board Reports	<p>23. GOVERNING BOARD REPORTS (Roesch)</p> <p>23A. STUDENT BOARD MEMBER LETICIA DIAZ</p> <p>23B. BOARD MEMBER NICK AGUILAR <i>Expressed appreciation for the time given to show his video of his trip to Washington DC.</i></p> <p>23C. BOARD MEMBER TERRI VALLADOLID</p> <p>23D. BOARD MEMBER JORGE DOMINGUEZ, Ph.D. <i>Encouraged the board to give detailed reports on conferences or events attended. He attended the Chula Vista Chamber Dinner and had the opportunity to talk to people from the City regarding a 4-year university. He also appreciated the time in a social setting he spent with the Superintendent. He thanked the college for letting him attend the dinner.</i></p> <p>23E. BOARD VICE PRESIDENT YOLANDA SALCIDO <i>Expressed happiness at the center after the long road to the dream. She acknowledged administration for making it happen and thanked Dr. Chopra for continuing to fulfill their dream of the center. Aguilar noted that he did not want to take credit for something he did not contribute to and complimented the board. He also commended staff and the board for the letter received from the Chancellor's office.</i></p> <p>23F. BOARD PRESIDENT JEAN ROESCH, Ed.D. <i>Thanked staff for hosting the board at the center. Reported that she attends the chamber in Coronado.</i></p>						
Closed Session	<p>24. CLOSED SESSION / REPORT OF ACTION(S) (If Applicable) (Roesch)</p>						
Adjournment	<p>25. ADJOURNMENT 8:35 p.m. (Roesch)</p>						
Information	<p>26. NEXT REGULAR MEETING</p> <p>Wednesday, March 11, 2009 Southwestern College 900 Otay Lakes Road, Room 214 Chula Vista, CA 91910</p>						

ITEM

Raj K. Chopra, Ph.D. Governing Board Secretary


Jean Roesch, Ed.D. Governing Board President

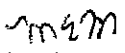
ITEM #12

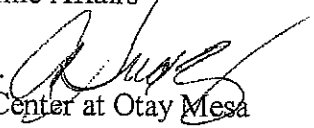
January 28, 2009

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: 
Raj K. Chopra, Ph.D.
Superintendent/President

SUBMITTED BY: Mark Meadows, Ph.D. 
Vice President for Academic Affairs

INITIATED BY: Angelica L. Suarez, Ph.D. 
Dean, Higher Education Center at Otay Mesa

SUBJECT: Memorandum of Understanding with Blackwater Lodge
and Training Center, Inc.

RECOMMENDATION

Approve Memorandum of Understanding (MOU) No. M4039.09 with Blackwater Lodge and Training Center, Inc., to establish an agreement for facilities use to fulfill firearms training requirements for the Police Academy, for the period January 29, 2009 to December 31, 2013, inclusive, at no cost to the District.

OVERVIEW

The MOU supports the use of the Blackwater Training Facility located at 7685 Siempre Viva Road, San Diego, CA 92154, for the purpose of firearms training as part of the requirements for the Southwestern College Police Academy Program.

FISCAL IMPACT/FUNDING SOURCE

No cost to the District.

AS:mb

MEMORANDUM OF UNDERSTANDING
between

BLACKWATER WORLDWIDE
and

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

This Memorandum of Understanding (MOU) is hereby entered into by and between Blackwater Lodge and Training Center, Inc., hereinafter referred to as the "Agency" or "Blackwater," and Southwestern Community College District, hereafter referred to as "District" for the period of January 29, 2009 to December 31, 2013.

A. PURPOSE

The purpose of this agreement is for the use of the of the Blackwater Training Facility located at 7685 Siempre Viva Road, San Diego CA 92154, hereinafter referred to as the "Facility," for the purpose of firearms training as part of the requirements for the Southwestern Police Academy Program at no cost to the District.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

Blackwater Lodge and Training Center, Inc. and Southwestern Community College District desire to cooperate to the maximum extent possible to achieve objectives of common interest and concern. Blackwater participates in outreach efforts for educational purposes with local higher education institutions that provide training in law enforcement; and Southwestern Community College District wishes to provide law enforcement training to students leading to employment with law enforcement agencies through its Police Academy program located at its Otay Mesa campus.

C. NEEDS OF SOUTHWESTERN COLLEGE POLICE ACADEMY:

As part of the training requirements with Peace Officers Standards and Training (POST), students are required to complete 72 hours of Firearms/Chemical Agents training. The close proximity of the Blackwater Training Facility in the community of Otay Mesa makes it an ideal location for the firearm training of the academy's recruits.

The Southwestern College Police Academy will need the use of the Range on Saturdays commencing Saturday, January 31, 2009 from 1300 hours to 1700 hours. The firearms sessions are held in four hour increments. Southwestern Police Academy runs two academy classes per year; therefore, the use of the Range will be needed year round to accommodate the needs of both classes. Class schedules will be provided to Agency personnel at the start of each class.

Specific facility use will include the following:

1. Indoor Firing Range
2. Secured Firearm Storage Room

4. Firearms cleaning equipment area and equipment
5. Indoor mat area
6. Parking lot located in front of facility
7. Indoor Range Standing Targets (Academy will purchase paper silhouettes)
8. Indoor Range Props used for cover position for shooting
9. Use of tables and chairs for breaks when recruits are not shooting
10. Firearms armory to store forty five - 9mm Glock Pistols and 6 Shotguns. Serial numbers will be provided for all weapons, as well as the storage of ammunition

D. SOUTHWESTERN COMMUNITY COLLEGE DISTRICT SHALL:

1. Provide Agency the use of conference rooms at all District facilities provided they are available for use at no cost to Agency.
2. Reimburse Agency for the use of personnel required to operate Range

E. RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

For the Program in General

1. The DISTRICT assumes full responsibility for offering an educational program eligible for accreditation by the Peace Officers Standards and Training (POST).
2. The DISTRICT will provide the same quality of education in the Police Academy program as it does in all other curriculum offerings at the DISTRICT.
3. The word "faculty" as used herein means the DISTRICT faculty engaged in teaching in the DISTRICT Police Academy Program. The words "student" or "students" as used herein mean students of the DISTRICT who are enrolled in the DISTRICT Police Academy program.

Clinical Instructions

1. The DISTRICT will provide the necessary qualified faculty to plan and coordinate the training experience for Police Academy students. Said faculty will assume responsibility for monitoring POLICE ACADEMY students while assigned to the Blackwater training facility.
2. The DISTRICT will require that all instructors and students during use of the Agency facility follow all District Policies and Agency policies to maintain a safe learning environment.
3. The DISTRICT shall ensure all District faculty receive a briefing by Agency on Agency rules and regulations regarding usage of the facility and the presence of faculty and students and other District personnel on Agency property.
4. The DISTRICT shall not use the facility for any purpose in violation of any law, municipal ordinance, or regulation, nor shall the DISTRICT perform any acts or carry on any practices which may injure the facility or any improvements located now or hereafter on the facility or be a nuisance, disturbance or menace to Agency or any other users of the facility.

5. The DISTRICT shall require all faculty and students to sign a standard release of liability waiver, a copy of which is provided as Exhibit "A" to this Agreement.

F. LIABILITY STATUS OF AGENCIES

1. The DISTRICT shall maintain at its own cost during the term of this Agreement the following minimum insurance coverage:

Comprehensive General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage arising out of District's operations	\$1,000,000
Workers Compensation	Statutory
Employers Liability	\$1,000,000

The District shall provide Agency with certificates naming Agency as an additional insured on all of the policies (except Workers Compensation) prior to commencing operations at the facility. The certificates shall provide at least thirty days' notice in the event of cancellation.

2. DISTRICT shall indemnify, defend and hold harmless Agency, its affiliates, subsidiaries, parent, officers, agents, and employees against any and all liability arising from any intentional or negligent act or omission of DISTRICT's students or instructors during the use of the Blackwater facility. Agency shall indemnify, defend and hold harmless DISTRICT from and against any and all liability arising from any intentional or negligent act or omission of Agency, its officers, agents or employees.

G. THE FOLLOWING IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES.

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Agency under this Agreement may be subject to the Freedom of Information Act (5 U.S.C. 552).
2. ENTIRE AGREEMENT. This Memorandum of Understanding, and its Exhibits, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior agreements, arrangements, understandings, statements, negotiations, correspondence, or communications, express or implied, and no oral statement or prior written statement not contained herein shall have any force and effect.
3. MODIFICATION. Modifications within the scope of the Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
4. COMMENCEMENT/EXPIRATION DATE. The Agreement is effective as of the date of the last signature and is effective through the expiration date as stated in the opening paragraph of this Agreement.
5. TERMINATION. Any of the parties, in writing, may terminate the Agreement in whole, or in part, by providing at least 4 months notice before the date of expiration, in minimize disruption to instructional program. Neither party shall incur any new obligations for the terminated portion of the Agreement after the effective date and shall cancel as many

obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

6. ARBITRATION. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of North Carolina. Each Party hereby agrees that any dispute regarding interpretation or enforcement of any of the Parties' rights or obligations under this Agreement shall be resolved by binding arbitration according to the rules of the American Arbitration Association. The arbitrators may award attorneys' fees to the prevailing party in any arbitration proceeding. All costs and expenses, shall be allocated among the Parties according to the arbitrator's discretion. The arbitrator's award may be confirmed and entered as a final judgment in the courts noted above and enforced in accordance with rules of the American Arbitration Association. Proceeding to arbitration and obtaining an award thereunder shall be a condition precedent to the bringing or maintaining of any action in any court with respect to any dispute arising under this Memorandum of Understanding, except for the institution of a civil action of a summary nature where the relief sought is predicated on there being no dispute with respect to any fact or relief of an injunctive nature. Each Party hereby waives any rights to seek removal of any dispute to the state or federal courts.
7. NON-DISCLOSURE AGREEMENT (NDA). All parties agree to sign and provide an NDA at the time this agreement is made. Said NDA is incorporated herein and attached hereto as Exhibit B.
8. MEDIA. The District agrees that no footage showing Agency personnel and/or students, interviews with Agency personnel and/or students, statements made by Agency personnel and/or students, or discussions relating to Agency personnel and/or students will be published by the District without the express written consent of Agency. The District further agrees that no press release or statement shall be made by the District regarding this Memorandum of Understanding without the prior written approval of Agency.
9. PRINCIPAL CONTACT. The principal contacts for this Agreement are:

Blackwater

Brian Bonfiglio, Vice President
7685 Siempre Viva Road,
San Diego, CA 92154
Phone: 619-671-9910
FAX: 619-671-7081
E-Mail: brianbon@blackwaterusa.com

Southwestern College

Angelica L. Suarez, Ph.D., Dean
900 Otay Lakes Road
Chula Vista, CA 91910
Phone: 619-216-6754
FAX: 619-216-6763
E-Mail: asuarez@swccd.edu

10. NON-FUND OBLIGATING DOCUMENT. This Agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This Agreement does not provide such authority. Specifically, this Agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract

or agreement for training or other services must fully comply with all applicable requirements for competition.

THE PARTIES HERETO have executed this Agreement:

Raj K. Chopra, Ph.D., Superintendent/President
Southwestern Community College District
900 Otay Lakes Road
Chula Vista, California, United States of America

Date

Andrew Howell, Secretary
Blackwater Lodge and Training Center, Inc.

Date

Approved As To Form:
Office of the Senior Director of
Business Operations & Facilities
Planning
Date: 12/19/08 #M4039.09

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT EXCURSION LIABILITY RELEASE and AGREEMENT

Completion of this form is required for participation by students/non-students in any and all out of state/country, over 150 miles, and/or overnight excursions (field trips, tours, club activities, or any other special event) sponsored by the Southwestern Community College District. No one will be permitted to attend/participate in the excursion specified below unless this form has been completed, approved, and signed by the participant, faculty/staff Supervisor, and Dean of Student Activities no later than the day of the excursion. The completed and signed form is to be forwarded to the Office of Student Activities/Health Services.

The Southwestern Community College District ("District") grants

The participant(s), who have read the information below and have signed the reverse side of this form, have permission to participate in the excursion specified below:

_____ scheduled for _____, 20__.

In consideration of the permission granted by the District to the Participant(s) to participate in the excursion named above, the undersigned, understand and agree as follows:

Release and Indemnification - In accordance with Title 5, California Code of Regulations section 55450, and in consideration of my participation in said excursion, I hereby release the Southwestern Community College District, its officers, employees and agents from and waive all claims for injury, accident, illness, death, loss of property, or property damage occurring during or by reason of said excursion, except for any claims based upon the fraud, willful injury to person or property, or violation of law, by the District, its officers, employees and agents, and further agree to indemnify and hold harmless the District, its officers employees and agents from any claims and actions for damage or injury which any person may assert by reason of my conduct while participating in said excursion.

Rules and Requirements - Agree to accept all rules and requirements of the excursion; observe the designated schedule and follow the instructions given by the District's supervisory personnel in all matters pertaining to the excursion. I grant the District, acting by and through the personnel designated to supervise said excursion, the right to terminate my participation in the excursion if it is determined by them that my continued participation is detrimental to or in conflict with the purpose of the excursion, or is not in harmony with the best interests of the other participants and/or supervisory personnel. Violation of any of the stated rules or regulations pertaining to this excursion will result in my immediate removal from said excursion.

Medical Consent - In a medical emergency arising during the course of the excursion, I grant to the District acting through its designated supervisory personnel full authority to take any action deemed necessary to protect my health and safety at my expense, including but not limited to placing me under the care of a doctor, hospital and/or other qualified medical personnel to examine and/or treat.

Injury/Illness - If you become ill or injured while taking part in a class-related excursion, you may have secondary medical coverage under Student Health Insurance. Immediately upon your return from the excursion contact Health Services, Ext. 6354 For medical coverage information and claim form(s).

Drug and Alcohol Statement - Use, possession, sale, distribution, or manufacture of, or the attempted sale, distribution, or manufacture of alcohol and drugs on college properties or at official college functions is unlawful or otherwise prohibited by college policy or campus regulations.

If the participant is younger than 18 years of age, this form must be signed by the participant's parent or legal guardian.

Note: Minors may not participate in any international travel/activity

I hereby authorize the individuals listed on the reverse side of this form to participate in this excursion with the terms and conditions described above and affirm that I personally observed each official signing this form.

Printed Name of Faculty/Advisor Supervising Excursion

Signature of Faculty/Advisor Supervising Excursion

Date

Printed Name of Dean, Student Activities/Health Services
or Designee

Signature of Dean, Student Activities/Health Services
or Designee

Date

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality Agreement ("Agreement") made this ____ day of _____ 2009 between Xe Services LLC, and any related affiliate, subsidiary, or member (collectively, "Xe") of the one Party, and Southwestern Community College District ("CLIENT") of the other Party. Xe and CLIENT shall be collectively referred to herein as the 'Parties' and singularly as a 'Party'. For good and valuable consideration, including the mutual agreements hereinafter recited, the Parties hereby agree as follows:

1. **Secrecy.** Each Party shall maintain in secrecy all Confidential Information, as defined below, in accordance with the terms of this Agreement, and shall not use the Confidential Information other than for the purposes specified herein, or disclose the Confidential Information to any third party without the written consent of the Disclosing Party.
2. **Definition of Confidential Information and exclusions.** The Parties contemplate providing to each other, either orally or in writing, certain confidential and proprietary financial and other information not readily available or otherwise known to the public. Such confidential information may include, but is not limited to, any and all computer software source code, programming techniques, computer graphics, financial information, product specifications, trade secrets, customer lists, customers (whether private or government), contracts (existing, past or prospective), prices and pricing, costing, sales techniques, estimating and pricing systems, internal cost controls, production processes and methods, product planning and development programs, marketing plans, any subcontractors or vendors, technical and business concepts and course and other training outlines, programs and manuals (such as training outlines, programs and manuals), materials and information related to or associated with either Party's business in any manner or respect, proprietary data processes, business plans, financial information and related information and materials of the Parties and their affiliates and subsidiaries (the "Confidential Information"). Confidential Information shall be marked with "confidential," "proprietary," or similar language at the time of disclosure, or shall be identified as by the Disclosing Party as Confidential Material within ten days of its disclosure to the Receiving Party. Confidential Information shall not include the following:
 - a. information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement;
 - b. information that is or becomes available to either Party from another source, which is not prohibited from disclosing the information; or
 - c. information that was or is developed by one Party independently from the information disclosed by the other Party.
3. **Non-Disclosure.** Each Party agrees not to disclose any Confidential Information to any person or entity other than to its officers, directors, employees, agents, representatives or advisors who need to review the information to further the business transactions contemplated by the Parties. Each Party agrees that if it discloses any Confidential Information to any officer, director, employee, agent, representative or advisor, the Disclosing Party is responsible for any prohibited disclosure by any such person. Each Party shall take all steps necessary to protect any Confidential Information, including having all officers, directors, employees, agents, representatives and advisors who have received any Confidential Information enter into a binding Confidentiality Agreement similar to this Agreement.
4. **Use of Information.** Each Party agrees that the Confidential Information will be used by it and its officers, directors, employees, agents, representatives and advisors solely to further the business transactions contemplated by the Parties, and will not be used in any way detrimental to the other Party.
5. **Return of Information.** All Confidential Information shall remain the property of the Disclosing Party. Each Party agrees, upon the written request of the other Party, to return all Confidential Information and copies thereof and to destroy any notes, analyses, studies or other writings prepared by the other Party containing or based on the Confidential Information, and such destruction shall be certified in writing to the other Party.
6. **Legal Obligations of Parties.** No contract or agreement providing for any transaction between the Parties shall be deemed to exist, and neither Party shall be under any legal obligation of any kind with respect to any

such transaction unless and until a definitive agreement with respect to such transaction has been executed and delivered by the Parties. Neither Party shall be under any obligation to enter into any further agreements with the other of any nature as a result of this Agreement.

7. **Exploitation.** A Receiving Party shall not exploit, commercialize, develop, test, promote, market or otherwise use any information incorporating or relying on the Confidential Information received from the Disclosing Party for its own benefit or the benefit of others.
8. **Compliance.** Each Party hereby agrees to comply with any and all applicable laws and regulations, and shall require all of its employees, agents and representatives retained in conjunction with the activities described in this Agreement to do likewise. The Parties shall carry out the efforts contemplated by this Agreement in accordance with all applicable laws and regulations including, without limitation, the U.S. Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), the Arms Export Control Act ("AECA"), the Export Administration Act ("EAA"), as amended; the Anti-Boycott Regulations and Guidelines issued under the Export Administration Act, as amended; Section 999 of the Internal Revenue Code, and compliance with FCPA.
9. **Specific Performance and Injunction.** Each Party agrees that money damages would not be a sufficient remedy for any breach of this Agreement by the other Party or its officers, directors, employees or representatives, and that in addition to all other remedies, each Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.
10. **Disclosures Required by Law.** Notwithstanding anything to the contrary herein, the each Party's obligations of confidentiality or non-disclosure hereunder shall be subject to any disclosure requirements imposed by law or rule of stock exchange, or any judicial or governmental order. In the event that either Party, or anyone to whom either Party transmits any Confidential Information, becomes legally compelled to disclose any Confidential Information, the compelled Party will provide the other with prompt notice before such Confidential Information is disclosed so that the other Party may seek a protective order or other appropriate protective action.. In the event that such protective order or other remedy is not obtained, the compelled Party will exercise best efforts to obtain a protective order or other reliable assurances that confidential treatment will be accorded the Confidential Information.
11. **Governing Law.** The construction, validity and performance of this Agreement shall be governed and construed in all respects by North Carolina law.
12. **Expiration.** Any obligation either Party may have under this Agreement shall terminate five years after the date of this Agreement. On or before the expiration of the Agreement, each Party shall destroy or return all Confidential Information belonging to the other Party.
13. **Termination.** Either Party may withdraw from the Agreement by giving ninety (90) days notice in writing to the other Party at which point this Agreement will be deemed to have been terminated but both Parties shall remain bound by the residual obligation described in 12 above.
14. **National Security.** Nothing herein shall be deemed to replace or be in prejudice of any National Government security classification referenced on any part of the Confidential Information, and the receiving Party undertakes to respect and observe any such classification, and to treat the same with such degree of care and security as is required by the appropriate authority in the country of the disclosing Party. This obligation shall continue for the duration of this Agreement and thereafter until such time as the appropriate authority shall deem proper.
15. **Successors and Assigns.** For purposes of this Agreement, each Party shall include (to the extent applicable) the officers, directors, employees, agents, representatives, attorneys, joint ventures, partnerships, affiliates, subsidiaries, and divisions of each Party, and any other entity or entities which such Party controls or which controls it, and, further, shall include any transferee, successor and assign of the assets of the Party.
16. **Limitation.** Neither this Agreement nor the exchange of Confidential Information between the Parties shall create or be relied on by either Party as a basis for creating any license between the Parties under any patent, or

other industrial or intellectual property rights of the other Party, or any other license between the Parties in the absence of any express written license agreement between them.

IN WITNESS WHEREOF, and intending to be legally bound, this Agreement has been executed by the Parties as of and effective from the date first written above.

By: _____

Title: _____ for Xe

Date: _____

By: _____

Title: _____ for Southwestern Community College District

Date: _____

ITEM #13 C

RESOLUTION NO. 1596

**RESOLUTION COMMENDING)
PATRICIA GARRETT)
FOR HER SERVICE TO THE)
SOUTHWESTERN COMMUNITY)
COLLEGE DISTRICT)**

WHEREAS, Patricia Garrett has dedicatedly served the Southwestern Community College District for 20.5 years; and

WHEREAS, Patricia Garrett has served as a Clerical Assistant I, Clerical Assistant II, Financial Aid Assistant, Financial Aid Technician, Financial Aid Specialist; and

WHEREAS, Patricia Garrett has devotedly served the Southwestern Community College District in carrying out the responsibilities of her position;

NOW THEREFORE, BE IT RESOLVED that Patricia Garrett is deserving of recognition for her dedicated years and services, and deserves the commendation of the Governing Board, administrators, faculty, staff, and students of the Southwestern Community College District for her contribution and services to Southwestern College.

PASSED AND ADOPTED by the Governing Board of the Southwestern Community College District, Chula Vista, California, this 11th day of March, 2009.

Members of the Governing Board

Superintendent/President

ITEM #13 H

Southwestern Community College District

Volunteers List

Name	Department	Description	Dates
Mariana Abama-Quintero	Mesa Center	Tutoring and assisting with management of MESA Center	Feb 2009 – Jan 2010
Steve Almos	Mesa Center	Tutoring and assisting with management of MESA Center	Feb 2009 – Jan 2010
Gustavo Barrios	Mesa Center	Tutoring and assisting with management of MESA Center	Feb 2009 – Jan 2010
Mariela Castellanos	Mesa Center	Tutoring and assisting with management of MESA Center	Feb 2009 – Jan 2010
Andrea Escobar	Mesa Center	Tutoring and assisting with management of MESA Center	Feb 2009 – Jan 2010
Shontelle Johnson	Mesa Center	Tutoring and assisting with management of MESA Center	Feb 2009 – Jan 2010
Myra Jurado	Mesa Center	Tutoring and assisting with management of MESA Center	Feb 2009 – Jan 2010
Carlos Lameda-Diaz	Mesa Center	Tutoring and assisting with management of MESA Center	Feb 2009 – Jan 2010
Gaby Orueta	Mesa Center	Tutoring and assisting with management of MESA Center	Feb 2009 – Jan 2010
Sandra Orueta	Mesa Center	Tutoring and assisting with management of MESA Center	Feb 2009 – Jan 2010
Victor J. Zenz	Mesa Center	Tutoring and assisting with management of MESA Center	Feb 2009 – Jan 2010
Kiana Majette	Human Resources	Assisting with projects in the Human Resources Office	Jan 2009 – May 2009
Matt Barbier	Health, Exercise & Physical Education	Absorb & implement different styles of delivering in teaching projects including curriculum, writing & videos	Jan 2009 – May 2009
Irma Karina Cadena	DSS	Assist instructor w/student success via transfers	Jan 2009 – May 2009
Amy Frey	DSS	Assist instructor w/student success via transfers	Jan 2009 – May 2009
Jacqueline Navarra	DSS	Assist instructor w/student success via transfers	Jan 2009 – May 2009
Mark Pugeda	DSS	Assist instructor w/student success via transfers	Jan 2009 – May 2009

Board Agenda: March 11, 2009

ITEM #13 I

SWC Purchase Order/Blanket Order Report
Board Date March 11, 2009
Sorted by Purchase Order

PO #	DATE	VENDOR	DESCRIPTION	DEPARTMENT	AMOUNT
93018	1/16/09	Academic Senate for Ca. Comm. Colleges	Conference Registration	Academic Senate	1,460
93019	1/16/09	B & H Photo Video, Inc.	Photographic Equipment	School of Arts & Communication	11,490
93020	1/16/09	MSC Industrial Supply	Maintenance Supplies	Maintenance	326
93021	1/16/09	Staples Business Advantage	Office Supplies	School of Business & Information Systems	121
93022	1/16/09	Grainger	Safety Cabinet	School of Applied Technology & Learning Assistance	690
93023	1/16/09	Max Keyboard	Specialty Keyboard	HEC at National City	48
93024	1/16/09	Venus Textiles Inc.	Athletic Supplies	School of Health Exercise Science & Athletics	1,881
93025	1/16/09	Forestry Suppliers	Athletic Equipment	School of Health Exercise Science & Athletics	2,674
93028	1/16/09	Presstek Inc.	Printing Supplies	Office Support Services	170
93027	1/16/09	California Ultimate Designs	Athletic Uniforms	School of Health Exercise Science & Athletics	3,372
93028	1/16/09	Troxell Communications	Portable Sound System	School of Business & Information Systems	97
93029	1/16/09	Southland Technology	Computer Peripherals	School of Business & Information Systems	1,269
93030	1/16/09	Noel-Levitz, Inc.	Online Surveys	School of Counseling & Personal Development	7,445
93031	1/16/09	Gezekian Computing Inc	Computer Peripherals	School of Business & Information Systems	1,177
93032	1/16/09	B & H Photo Video, Inc.	Photographic Equipment	School of Arts & Communication	1,079
93033	1/16/09	SWC Student FAF	Pell Institutional Liability	Financial Aid	40
93034	1/16/09	SWC Student FAF	Pell Institutional Liability	Financial Aid	412
93035	1/16/09	Stark Mfg. Co.	Art Supplies	School of Arts & Communication	542
93036	1/16/09	Squires Belt Material Co	Art Supplies	School of Arts & Communication	193
93037	1/16/09	RBF Consulting	Consulting Service, FLNR	Facilities Development	3,836
93038	1/16/09	James Palmer	SmartClass Cabling	Facilities Development	987
93039	1/16/09	AT&T/MCI	Telephone Services	Facilities Development	102
93040	1/16/09	Construction Testing & Engineering	Engineering & Inspection Services	Facilities Development	10,662
93041	1/16/09	SWC Campus Store	Bookstore Merchandise	Various	280
93042	1/16/09	Coutts Information Services	Library Book Service	Library	1,236
93043	1/16/09	EBSCO Industries Inc.	Subscription Renewal	Library	97
93044	1/16/09	Amazon.Com Credit	Books	Library	1,173
93045	1/16/09	Superintendent of Documents	Subscription Renewal	Library	53
93046	1/16/09	EBSCO Industries Inc.	Subscription Renewal	Library	103
93047	1/16/09	West Group	Publications	Library	797
93048	1/16/09	Nolo	Books	Library	84
93049	1/16/09	Coutts Information Services	Library Book Service	Library	1,246
93050	1/16/09	Coutts Information Services	Library Book Service	Library	1,695
93051	1/16/09	H. W. Wilson Co.	Subscription Renewal	Library	391
93052	1/16/09	Amazon.Com Credit	Books	Library	1,094
93053	1/16/09	University of Illinois Press	Subscription Renewal	Library	202
93054	1/20/09	American Express	Airfare	Various	748
93055	1/20/09	American Express	Airfare	Various	502
93056	1/20/09	Christine M. Perri	Travel Reimbursement	HEC at National City	659
93057	1/20/09	David M. Preciado	Travel Reimbursement	School of Applied Technology & Learning Assistance	105
93058	1/20/09	Gabriel Urias	Travel Reimbursement	Outreach	140
93059	1/20/09	Gonzalo J. Quintero	Travel Reimbursement	Outreach	1,080
93060	1/20/09	Nouna M. Bakht	Travel Reimbursement	School of Math Science & Engineering	800
93061	1/20/09	Antonio Zesati	Travel Reimbursement	Outreach	140
93062	1/20/09	Maria I. Carrasco	Travel Reimbursement	Child Development Center	176
93063	1/20/09	Raj Chopra	Travel Reimbursement	Superintendent/President	176
93064	1/22/09	Lisa Smolen	Specialty Hardware & Software	Disability Support Services	17,832
93065	1/22/09	West Group	Publications	School of Business & Information Systems	3,995
93066	1/22/09	Phoenix Group	Parking Citation Processing	Parking Services	888
93067	1/22/09	Pacific Pro Audio	Audio Equipment	School of Arts & Communication	3,245
93068	1/22/09	VanSports, LLC	Athletic Uniforms	School of Health Exercise Science & Athletics	1,230
93069	1/22/09	Ferguson Enterprises, Inc.	Plumbing Supplies	Maintenance	146
93070	1/22/09	AA Equipment	Automotive Repair Parts	Maintenance	716
93071	1/22/09	Apple Computer, Inc.	Computer Peripherals	School of Business & Information Systems	1,965
93072	1/22/09	Strata Information Group	CSS Consulting Services	Student Affairs	20,880
93073	1/22/09	Testout Corporation	Computer Training Software	School of Business & Information Systems	553
93074	1/22/09	Chula Vista Rotary Club	Membership Dues	Superintendent/President	285
93075	1/22/09	Jennifer James-Simmonson	Ergonomic Office Equipment	Safety	574
93076	1/22/09	Guitar Center, Inc.	Instruments & Audio Equipment	School of Arts & Communication	2,640
93077	1/22/09	Southland Technology	Specialty Software	School of Business & Information Systems	284
93078	1/22/09	Hawthorne Lift Systems	Automotive Repair Parts	Maintenance	127
93079	1/22/09	Stanley Access Tech Lic	Door Repair	Facilities Development	336
93080	1/22/09	Better Office Supply, Inc.	Office Supplies	Warehouse	593
93081	1/22/09	Office Depot Business Services Division	Office Supplies	Warehouse	249
93082	1/22/09	Florence Filter Corp.	HVAC Filters	Maintenance	3,610
93083	1/22/09	William Wetts	Consulting Services, Postal	Office Support Services	3,969
93084	1/22/09	California Chamber of Commerce	Public Notice Posters	Human Resources	134
93085	1/22/09	Joblephant.Com Inc	Employment Advertising	Human Resources	3,102
93086	1/22/09	Joblephant.Com Inc	Employment Advertising	Human Resources	200
93087	1/22/09	GR Catering Inc	Business/Expense Related	SBDC Network	385
93088	1/22/09	Public Education Providers of Traffic Safety	Membership Fee	CEEWD	150
93089	1/22/09	SWC Cafeteria	Business/Expense Related	Superintendent/President	201
93090	1/22/09	Alvin D. Angeles	Expense Reimbursement	School of Arts & Communication	35
93091	1/22/09	B & H Photo Video, Inc.	Photographic Accessories	School of Arts & Communication	1,514
93092	1/22/09	Coastal Training Technologies	Training Media	School of Health Exercise Science & Athletics	2,855
93093	1/22/09	Max G. Branscomb, II	Expense Reimbursement	School of Arts & Communication	183
93094	1/22/09	National Newspaper Association	Membership Fee	School of Arts & Communication	200
93095	1/22/09	Max G. Branscomb, II	Student Competition Fees	School of Arts & Communication	763
93096	1/22/09	Pacific Pro Audio	Studio Equipment	School of Arts & Communication	2,534
93097	1/22/09	California Electric Supply	Electrical Supplies	School of Business & Information Systems	1,721

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93098	1/22/09	Sport Supply Group, Inc.	Athletic Equipment	School of Health Exercise Science & Athletics	618
93099	1/22/09	Uline	Shipping & Handling Equipment	Bookstore	730
93100	1/22/09	Synergy Telecom, Inc.	Telephone Headset	Computer Systems & Services	85
93101	1/22/09	Foremost Equipment Co.	Nursing Training Equipment	HEC at Otay Mesa	180
93102	1/22/09	N-OADN	Membership Dues	HEC at Otay Mesa	400
93103	1/22/09	Void	Void	Void	-
93104	1/22/09	SGPA Architecture & Planning	Architectural Reimbursable	Facilities Development	15
93106	1/22/09	Paul Schubert Painting Inc	Painting Services, Tennis Court RR	Facilities Development	1,570
93106	1/22/09	Patricia E. Larkin	Expense Reimbursement	Bookstore	38
93107	1/22/09	Home Depot	Batteries	Maintenance	82
93108	1/22/09	Joseph Howell	Consultant, Musical Performer	School of Arts & Communication	100
93109	1/22/09	Rosalva N. Garcia	Expense Reimbursement	Human Resources	100
93110	1/22/09	Ellen G. Baum	Expense Reimbursement	School of Business & Information Systems	66
93111	1/22/09	Ellen G. Baum	Expense Reimbursement	School of Business & Information Systems	40
93112	1/22/09	SWC General Fund	Overtime Payroll, 1/5/09	Facilities Development	12,058
93113	1/22/09	Marisol Nunez	Consultant, Stage Manager	School of Arts & Communication	400
93114	1/22/09	Atkinson, Andelson, Loya, Ruud & Romo	Consulting Services	Business & Financial Affairs	226
93115	1/22/09	Rosana K. Pedroza	Expense Reimbursement	School of Math Science & Engineering	246
93116	1/22/09	Christopher Happ	Officials Fees	School of Health Exercise Science & Athletics	96
93117	1/22/09	Reggie Hernandez	Officials Fees	School of Health Exercise Science & Athletics	96
93118	1/22/09	Matt Adams	Officials Fees	School of Health Exercise Science & Athletics	96
93119	1/22/09	Matt Adams	Officials Fees	School of Health Exercise Science & Athletics	96
93120	1/22/09	Sam Wilson, Jr.	Officials Fees	School of Health Exercise Science & Athletics	96
93121	1/22/09	Manuel Horner	Officials Fees	School of Health Exercise Science & Athletics	96
93122	1/22/09	Ty Lipscomb	Officials Fees	School of Health Exercise Science & Athletics	96
93123	1/22/09	Thomas Jacobi	Officials Fees	School of Health Exercise Science & Athletics	96
93124	1/22/09	Danny O'Collins	Officials Fees	School of Health Exercise Science & Athletics	96
93125	1/22/09	Verizon Wireless	Replacement Cellular Phone	Student Activities	50
93126	1/22/09	Case Systems Inc.	Replacement Two-way Radio/Kit	College Police	2,062
93127	1/22/09	Sportland Team Sports	Athletic Uniforms	School of Health Exercise Science & Athletics	3,282
93128	1/22/09	Community College League of Ca	Conference Registration	Superintendent/President	70
93129	1/22/09	Bingham Heating and Air, Inc.	Boller Emergency Repair	Maintenance	3,767
93130	1/23/09	Max G. Branscomb, II	Student Competition, Meals	School of Arts & Communication	222
93131	1/23/09	Rivera Framing	Beam Removal & Replacement	Facilities Development	8,500
93132	1/23/09	Joseph M. Soriano	Expense Reimbursement	HEC at Otay Mesa	83
93133	1/23/09	Farhad Bahrani	Consultant, Performer	School of Arts & Communication	500
93134	1/23/09	Burkhart Dental Supply Co	Dental Equipment Repair	HEC at National City	140
93135	1/23/09	Guillermo E. Felizardo	Expense Reimbursement	School of Math Science & Engineering	5
93136	1/23/09	Southland Technology	Consulting Services	Computer Systems & Services	1,650
93137	1/23/09	WestAir Gases and Equipment Inc	Specialty Gases	Warehouse	186
93138	1/23/09	WestAir Gases and Equipment Inc	Specialty Gases	Warehouse	252
93139	1/23/09	Barry D. Thela	Expense Reimbursement	HEC at National City	6
93140	1/23/09	Jaynes Corporation of California	Construction Payment, HEC at San Ysidro	Facilities Development	83,634
93141	1/23/09	Alcatraz Lock & Key	Locksmith Services	Facilities Development	3,500
93142	1/23/09	Home Depot	Maintenance Supplies	Maintenance	269
93143	1/23/09	Floyd & Howerton Plumbing Inc.	Plumbing Supplies	Maintenance	200
93144	1/23/09	Imperial Valley College	Services per Sub recipient Agreement	SBDC Network	28,147
93145	1/23/09	A&E Home Video	Educational Videos	School of Applied Technology & Learning Assistance	61
93146	1/23/09	Emergence Technologies	Presentation Equipment	HEC at National City	291
93147	1/23/09	SWC Student Services	Sponsorship, MLK Jr. Breakfast	School of Counseling & Personal Development	250
93148	1/23/09	More Direct Inc	Toner Cartridges	Safety	774
93149	1/23/09	Laura Sales Custodian of Revolving	Revolving Fund Replacement	Fiscal Services	236
93150	1/23/09	Rosa E. Jimenez	Travel Reimbursement	HEC at Otay Mesa	20
93151	1/23/09	Karen F. Jacobs	Travel Reimbursement	HEC at National City	191
93152	1/23/09	Yolanda Salcido	Travel Reimbursement	Governing Board	150
93153	1/23/09	Jean Roesch	Travel Reimbursement	Governing Board	139
93154	1/23/09	Max G. Branscomb, II	Travel Reimbursement	School of Arts & Communication	262
93155	1/26/09	The Union Tribune Publishing Company	Legal Ad, Oversight Committee	Business & Operations	483
93156	1/26/09	KYXY-FM	Radio Advertising	Community & Media Relations	1,840
93157	1/26/09	Metropolitan Life Insurance Company	TSA Payment	Payroll	1,200
93158	1/26/09	Supreme Audio	Studio Sound System	School of Health Exercise Science & Athletics	1,873
93159	1/26/09	Ward's Natural Science, Inc.	Scientific Supplies	School of Math Science & Engineering	121
93160	1/26/09	Peerless Materials Company	Maintenance Towels	Maintenance	559
93161	1/26/09	Data Solutions	Annual Software Renewal	SBDC Network	1,353
93162	1/26/09	Asian Business Association	Membership Renewal	SBDC Network	125
93163	1/26/09	Enterprise Rent a Car	Passenger Van Rental	Student Activities	172
93164	1/26/09	Otay Mesa Chamber of Commerce	Membership Renewal	SBDC Network	75
93165	1/26/09	Community Products LLC	Educational Supplies	Child Development Center	1,000
93166	1/26/09	Discount School Supply	Educational Supplies	Child Development Center	2,115
93167	1/26/09	Copy Link, Inc.	Toner Cartridges	Various	225
93168	1/26/09	More Direct Inc	Computer Peripherals	SBDC Network	485
93169	1/26/09	Henry Schein Inc	Dental Supplies	Health Services	545
93170	1/26/09	Sanofi Pasteur	Medical Supplies	Health Services	305
93171	1/26/09	Carolina Biological Supply Company	Scientific Supplies	School of Math Science & Engineering	342
93172	1/26/09	FAES	Scientific Supplies	School of Math Science & Engineering	160
93173	1/26/09	Biorad Laboratories	Scientific Supplies	School of Math Science & Engineering	165
93174	1/26/09	Sigma Aldrich, Inc.	Scientific Supplies	School of Math Science & Engineering	1,105
93175	1/26/09	Olsen Safety Equipment	Safety Supplies	School of Applied Technology & Learning Assistance	819
93176	1/26/09	Willy's Electronic Supply Co., Inc.	Electronic Supplies	School of Business & Information Systems	503
93177	1/26/09	Freestyle Photographic Supplies	Photographic Equipment	Maintenance	446
93178	1/26/09	Complete Office	Office Supplies	ROP	355

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93179	1/26/09	Arctic Supply	HVAC Components	Maintenance	340
93180	1/26/09	VQS Enterprises	Class Schedules, Reprint SP09	Office of Instruction	500
93181	1/26/09	Pacific Pro Audio	Audio Equipment	School of Arts & Communication	3,854
93182	1/26/09	Guitar Center, Inc.	Music Instruments	School of Arts & Communication	750
93183	1/26/09	Willy's Electronic Supply Co., Inc.	Electronic Supplies	Maintenance	81
93184	1/26/09	Miracosta Community College	Services per Sub recipient Agreement	SBDC Network	46,903
93185	1/26/09	Messner & Hadley LLP	Consultants, Financial Auditors	Fiscal Services	10,600
93186	1/26/09	Patricia M. Bartow	Expense Reimbursement	Child Development Center	176
93187	1/26/09	SWC Student FAF	Pell Institutional Liability	Financial Aid	493
93188	1/26/09	SWC Student FAF	Pell Institutional Liability	Financial Aid	98
93189	1/26/09	SWC Student FAF	Pell Institutional Liability	Financial Aid	1,927
93190	1/26/09	SWC Calif. Student Aid Commission	Cal Grant Overpayments	Financial Aid	488
93191	1/26/09	Rutan & Tucker LLP	Consulting Services, Legal	Superintendent/President	54
93192	1/26/09	Garcia Calderon & Ruiz LLP	Consulting Services, Legal	Superintendent/President	4,027
93193	1/26/09	County Burner & Machinery Corp	Pool Heater Repair	Maintenance	3,400
93194	1/26/09	Void	Void	Void	-
93195	1/26/09	Skulls Unlimited	Educational Items	School of Social Sciences & Humanities	338
93196	1/26/09	Mason's Saw & Lawn Mower	Automotive Repair Parts	Maintenance	94
93197	1/26/09	Frazee Industries	Marking Paint	Grounds	2,655
93198	1/26/09	Market Lab	Scientific Supplies	HEC at Otay Mesa	687
93199	1/26/09	Sigma Aldrich, Inc.	Scientific Supplies	HEC at Otay Mesa	284
93200	1/26/09	More Direct Inc	Ergonomic Computer Peripherals	Safety	52
93201	1/26/09	RSCCD/WPLRC	Assessment Testing Software	School of Business & Information Systems	18,000
93202	1/27/09	Dixieland Lumber Company	Lumber	Facilities Development	1,657
93203	1/27/09	Sehl Computer Products Inc	Computer Peripherals	HEC at National City	111
93204	1/27/09	American Express	Airfare	SBDITC	329
93205	1/27/09	Richard A. Sherard	Travel Reimbursement	HEC at Otay Mesa	22
93206	1/27/09	Office Depot Business Services Division	Office Supplies	Various	256
93207	1/27/09	Richard A. Sherard	Travel Reimbursement	HEC at Otay Mesa	56
93208	1/27/09	Office Depot Business Services Division	Office Supplies	Various	412
93209	1/27/09	Deli Marketing L.P.	Toner Cartridges	Computer Systems & Services	603
93210	1/27/09	Deli Marketing L.P.	Printer Components	Payroll	181
93211	1/27/09	Graphic Chemical & Ink Co.	Art Supplies	School of Arts & Communication	86
93212	1/27/09	Durra Ink	Printing, FA Workshop Flyers	Financial Aid	459
93213	1/27/09	Copy Link, Inc.	Copy Equipment Supplies	Multimedia Services	668
93214	1/27/09	K-Signs	Financial Aid Banner	Financial Aid	108
93215	1/27/09	Troxell Communications	Portable PA System	School of Social Sciences & Humanities	608
93216	1/27/09	Creallon Engine, L.L.C.	Computer Software	Online Learning Center	480
93217	1/27/09	Barry's Security Services, Inc	Security Guard Services	College Police	1,055
93218	1/27/09	Barry's Security Services, Inc	Security Guard Services	College Police	586
93219	1/27/09	Home Depot	Tools & Supplies	Various	1,554
93220	1/27/09	Barry's Security Services, Inc	Security Guard Services	College Police	2,168
93221	1/27/09	Department of Justice	Background Check	College Police	66
93222	1/27/09	Sehl Computer Products Inc	Computer Peripherals	HEC at Otay Mesa	806
93223	1/27/09	Change Maker Service	Parking Services Equipment Parts	College Police	120
93224	1/27/09	MSC Industrial Supply	Maintenance Supplies	Maintenance	465
93225	1/27/09	SWC Student FAF	Pell Institutional Liability	Financial Aid	1,602
93226	1/27/09	Ken Yanow	Travel Reimbursement	School of Math Science & Engineering	950
93227	1/27/09	John M. Wilson	Travel Reimbursement	Business & Operations	248
93228	1/27/09	West Group	Publications	Human Resources	55
93229	1/27/09	Home Depot	Grounds Supplies	Grounds	444
93230	1/27/09	Robert E. Womack, J.	Expense Reimbursement	Grounds	45
93231	1/27/09	Daniel L. Moody	Expense Reimbursement	School of Language & Literature	62
93232	1/27/09	Eliana F. Santana, Ed.D.	Expense Reimbursement	School of Language & Literature	81
93233	1/27/09	Office Depot Business Services Division	Office Supplies	Various	334
93234	1/27/09	Johnson & Associates	Consulting Services	Human Resources	10,104
93235	1/27/09	Southland Technology	ThinkPad Tablets	School of Math Science & Engineering	6,145
93236	1/28/09	Art Stores LLC	Subscription Renewal	Library	1,240
93237	1/28/09	Quality Floors by George	Carpet Repair	Facilities Development	465
93238	1/28/09	Sehl Computer Products Inc	Computer Peripherals	School of Applied Technology & Learning Assistance	782
93239	1/28/09	Dunn-Edwards Paints	Paint & Supplies	Maintenance	909
93240	1/28/09	More Direct Inc	Toner Cartridges	Child Development Center	249
93241	1/28/09	United Parcel Service	Parcel Services	Purchasing	51
93242	1/28/09	Home Depot	Grounds Supplies	Grounds	578
93243	1/28/09	Federal Express	Express Postal Services	Grants	19
93244	1/28/09	Division of the State Architect	Plan Check Fees, FLSPR	Facilities Development	21,568
93245	1/28/09	Federal Express	Express Postal Services	Business & Financial Affairs	25
93246	1/28/09	Intermountain Lock & Supply	Key Machine	Maintenance	761
93247	1/28/09	Intra Link Communications Inc	Network Improvements	School of Arts & Communication	5,139
93248	1/28/09	Simply the Best Promotions	Promotional Items	School of Applied Technology & Learning Assistance	993
93249	1/28/09	Willy's Electronic Supply Co., Inc.	Multipurpose Work Center	School of Business & Information Systems	356
93250	1/28/09	Complete Office	Office Supplies	SBDITC	112
93251	1/28/09	Allegra Print & Imaging	Printing, Transfer Center Flyers	School of Counseling & Personal Development	836
93252	1/28/09	Office Depot Business Services Division	Office Supplies	Child Development Center	258
93253	1/28/09	VWR International	Scientific Supplies	School of Math Science & Engineering	1,799
93254	1/28/09	Unisource	Butcher Paper	School of Arts & Communication	94
93255	1/28/09	AVI Systems	Electronic Parts	HEC at National City	102
93256	1/28/09	Office Depot Business Services Division	Office Supplies	SBDITC	409
93257	1/28/09	Office Depot Business Services Division	Office Supplies	School of Math Science & Engineering	377
93258	1/28/09	OCB Reprographics	Bond Paper	School of Applied Technology & Learning Assistance	819
93259	1/28/09	Mc Master-Carr Supply Company	Plumbing Supplies	Maintenance	2,027

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93260	1/28/09	Rosa E. Jimenez	Travel Reimbursement	HEC at Otay Mesa	37
93261	1/28/09	Unisource	Paper	EOPS	356
93262	1/28/09	Copy Link, Inc.	Toner Cartridges	EOPS	128
93263	1/28/09	More Direct Inc	Toner Cartridges	EOPS	622
93264	1/28/09	Office Depot Business Services Division	Office Supplies	EOPS	780
93265	1/29/09	Nexgen	Maintenance Supplies	Maintenance	1,188
93266	1/29/09	SWC Campus Store	Loomis Charges	Fiscal Services	2,755
93267	1/29/09	Amazon.Com Credit	Miscellaneous DVDs	Library	369
93268	1/29/09	Coutts Information Services	Library Book Service	Library	534
93269	1/29/09	Nora Guido	Expense Reimbursement	HEC at San Ysidro	59
93270	1/29/09	Sharp Rees Stealy Medical Ctrs	Medical Services	Risk Management	69
93271	1/29/09	VWR International	Scientific Supplies	HEC at Otay Mesa	2,427
93272	1/29/09	Material Sales Inc	Maintenance Supplies	Maintenance	1,597
93273	1/29/09	Earle M. Jorgensen	Maintenance Supplies	Maintenance	943
93274	1/29/09	SWC Cafeteria	Business/Expense Related	Human Resources	111
93275	1/29/09	Donna Brinton	Consulting Services, ESL Workshop	School of Language & Literature	1,151
93276	1/29/09	Graybar Electric Company	Electronic Supplies	Maintenance	903
93277	1/29/09	Capitol Enquiry Inc.	Publication	Superintendent/President	17
93278	1/29/09	West Group	Subscription Renewal	Superintendent/President	283
93279	1/29/09	Jack S. Ezroj	Travel Reimbursement	Business & Operations	36
93280	1/30/09	College Entrance Examination Board	Membership Dues	Superintendent/President	325
93281	1/30/09	Occupational Services Inc	Safety Equipment Installation	Safety	2,238
93282	1/30/09	Cynthia K. Nagura	Travel Reimbursement	Family Resource Center	224
93283	1/30/09	Gabriel Johnston	Piano Installation	School of Arts & Communication	547
93284	1/30/09	James G. Schalin	Expense Reimbursement	SDCOC	1,347
93285	1/30/09	Datatel, Inc.	Consulting Services, Tech Support	Computer Systems & Services	763
93286	1/30/09	ARC-ST	Annual Service Fee	HEC at Otay Mesa	1,500
93287	1/30/09	Devin T. Price	Expense Reimbursement	HEC at Otay Mesa	22
93288	1/30/09	SESAC	License Fee	Business & Financial Affairs	755
93289	1/30/09	VIP World Inc	Business/Expense Related	SBDITC	144
93290	1/30/09	Frances T. Stevens	Refund, Class Cancellation	CEEWD	40
93291	1/30/09	Springshare, Llc	Library Automation Add-on Module	Library	169
93292	1/30/09	Maria I. Carrasco	Expense Reimbursement	Child Development Center	490
93293	1/30/09	Frazer Industries	Paint & Supplies	Maintenance	973
93294	1/30/09	Willy's Electronic Supply Co., Inc.	Electronic Supplies	School of Business & Information Systems	1,044
93295	1/30/09	Graphic Business Solutions	Specialty Paper	Fiscal Services	2,984
93296	1/30/09	Education to Go	TRAINING AND SEMINARS	School of Language & Literature	55
93297	1/30/09	American Express	Airfare	Student Activities	258
93298	1/30/09	Ocean Blue Environmental	Biomedical Waste Disposal Services	Safety	280
93299	1/30/09	Arlie Ricasa	Travel Reimbursement	Student Activities	298
93300	1/30/09	Better Office Supply, Inc.	Office Supplies	Facilities Development	91
93301	1/30/09	Gabriela N. Castillo	Expense Reimbursement	HEC at National City	20
93302	1/30/09	Craig L. Moffat	Travel Reimbursement	Student Activities	298
93303	1/30/09	Henry Schein Inc	Dental Equipment Parts	HEC at National City	10
93304	1/30/09	Jerrold L. Conrad	Expense Reimbursement	HEC at National City	51
93305	1/30/09	Sandra Cortez	Expense Reimbursement	School of Arts & Communication	154
93306	1/30/09	Gary Kitagawa	Tempered Glass	Facilities Development	80
93307	1/30/09	Arctic Supply	HVAC Repair Parts	Maintenance	79
93308	1/30/09	Califomia Electric Supply	Electrical Supplies	Maintenance	383
93309	1/30/09	Graybar Electric Company	Electrical Components	Maintenance	1,573
93310	1/30/09	The Bank of New York	Administrative Fee	Fiscal Services	1,325
93311	1/30/09	ACMA Computers	Computer System	School of Math Science & Engineering	3,893
93312	1/30/09	Gall's	Police Uniform	College Police	278
93313	1/30/09	La Prensa San Diego	Legal Ad, Oversight Committee	Business & Operations	684
93314	1/30/09	The San Diego Daily Transcript	Legal Ad, Oversight Committee	Business & Operations	149
93315	1/30/09	Hawthorne Machinery Co.	Automotive Repair Parts	Maintenance	746
93316	1/30/09	Void	Void	Void	-
93317	02/02/09	John Tessitore Concrete Inc.	Furnish and Install Concrete	Facilities Development	3,885
93318	02/02/09	Simply the Best Promotions	Promotional Items	HEC at National City	24
93319	02/02/09	Brady Company San Diego Inc	Install Doors	Facilities Development	6,645
93320	02/02/09	Southland Technology	Computer Software	School of Math Science & Engineering	418
93321	02/02/09	Advantage Business Equipment	Office Equipment	Warehouse	319
93322	02/02/09	Advantage Business Equipment	Office Equipment	Warehouse	337
93323	02/02/09	Tool Depot	Blade Sharpening	Warehouse	153
93324	02/02/09	D & D Tool & Supply	Sharpen Chisels	Warehouse	63
93325	02/02/09	Digital I/O Llc	Repair Printer	Warehouse	109
93326	02/02/09	D & D Tool & Supply	Sharpen Paper Machine Knife	Warehouse	17
93327	02/02/09	Duds by Dudes	Promotional Items	School of Math Science & Engineering	1,099
93328	02/02/09	State Board of Equalization	Waste Generator Fee	Safety	191
93329	02/02/09	Edwards Cameron Medical Supply	Medical Supplies	Health Services	969
93330	02/02/09	Pamela S. Solis	Expense Reimbursement	Child Development Center	34
93331	02/02/09	Costco Wholesale	Supplies for Student Retreat	ASO	500
93332	02/02/09	Janet L. Polite	Travel Reimbursement	Purchasing	26
93333	02/02/09	Pacific Ergonomics	Furniture	Safety	678
93334	02/02/09	Complete Office	Office Supplies	Various	201
93335	02/02/09	Knorr Systems	Maintenance Supplies	Maintenance	456
93336	02/02/09	Spectra	Office Supplies	Governing Board	32
93337	02/02/09	Viera Giraffe	Expense Reimbursement	School of Social Sciences & Humanities	103
93338	02/02/09	Torrey L. Hubbell	Expense Reimbursement	Bookstore	43
93339	02/02/09	Alcatraz Lock & Key	Replace Key Chambers	Facilities Development	85
93340	02/02/09	Nevada L. Smith	Returned ACH Item Account Closed	Payroll	4,577

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93341	02/02/09	CCCCSSAA	Institutional Dues	VP for Student Affairs	300
93342	02/02/09	Alejandra Torres	Mileage Reimbursement	HEC at Otay Mesa	113
93343	02/02/09	Eileen Zamora	Travel Reimbursement	School of Language and Literature	528
93344	02/02/09	Veronica E. Burton	Travel Reimbursement	Articulation	136
93345	02/03/09	Doubletree Hotel Sacramento	Lodging for JACC Convention	School of Arts & Communication	5,612
93346	02/03/09	JACC	Conference Registration Fees	School of Arts & Communication	5,400
93347	02/03/09	Enterprise Rent a Car	Passenger Van Rental	School of Arts & Communication	862
93348	02/03/09	Rosana K. Pedroza	Expense Reimbursement	School of Math Science & Engineering	162
93349	02/03/09	Miller Brown Dannis Attorneys	Legal Services	Superintendent/President	9,397
93350	02/03/09	State Consulting & Inspection Servi	Inspector of Record for San Ysidro	Facilities Development	8,400
93351	02/03/09	Newest Construction Company	Replacement of Transformers	Maintenance	79,833
93352	02/03/09	RBF Consulting	Construction Administration Fire Line	Facilities Development	1,314
93353	02/03/09	Western Rlm Constructors Inc	Retention Payment for Fire Line	Facilities Development	748,243
93354	02/03/09	Floyd & Howerton Plumbing Inc.	Plumbing Services	Facilities Development	598
93355	02/03/09	Allison J. Green	Expense Reimbursement	School of Math Science & Engineering	69
93356	02/03/09	Matthew J. Millus	Expense Reimbursement	School of Math Science & Engineering	191
93357	02/03/09	Office Depot Business Services Division	Office Supplies	HEC at National City	431
93358	02/03/09	Office Depot Business Services Division	Office Supplies	Various	893
93359	02/03/09	American Express	Airfare	Various	688
93360	02/03/09	Hewlett Packard Company	Computers and Peripherals	SBDITC	2,477
93361	02/03/09	Society of Professional Journalists	Entry Fees	School of Arts & Communication	216
93362	02/03/09	Clarence L. Amaral, II	Travel Reimbursement	Health Services	18
93363	02/03/09	Clarence L. Amaral, II	Travel Reimbursement	Health Services	19
93364	02/03/09	Craig L. Moffat	Travel Reimbursement	ASO	9
93365	02/04/09	Morgan Chikosi, Ed.D.	Honorarium Fees and Expenses	Applied Technology & Learning Assistance	800
93366	02/04/09	Hawthorne Machinery Co.	Grease Block	Maintenance	427
93367	02/04/09	Einstruction	Educational Supplies	School of Math Science & Engineering	2,417
93368	02/04/09	Grainger	Maintenance Supplies	Maintenance	38
93369	02/04/09	SWC General Fund	Repay Fund 1	Fiscal Services	318
93370	02/04/09	Spooners Woodwork Inc	Custom Cabinet Services	Facilities Development	975
93371	02/04/09	More Direct Inc	Computer Peripherals	SBDITC	70
93372	02/04/09	Gale	Books	Library	272
93373	02/04/09	Enterprise Rent a Car	Passenger Van Rental	School of Health, Exercise Science & Athletics	409
93374	02/04/09	Enterprise Rent a Car	Passenger Van Rental	School of Health, Exercise Science & Athletics	86
93375	02/04/09	Void	Void	Void	-
93376	02/04/09	Invitrogen Inc	Scientific Supplies	HEC at Otay Mesa	145
93377	02/04/09	Southland Technology	Projector Lamps	Maintenance	2,374
93378	02/04/09	Kirk Paving Inc	Repair Parking Lots	Maintenance	97,343
93379	02/04/09	National Council for Community & Ed	Conference Registration Fees	Outreach	2,085
93380	02/04/09	Fisher Scientific LLC	Scientific Supplies	HEC at Otay Mesa	1,589
93381	02/04/09	CatJen Sales Co.	Janitorial Supplies	Custodial	363
93382	02/04/09	Waxie Sanitary Supply	Janitorial Supplies	Custodial	196
93383	02/04/09	Grainger	Janitorial Supplies	Custodial	465
93384	02/04/09	American Express	Airfare	School of Language and Literature	139
93385	02/04/09	Progressive Medical International	Repair of Equipment	HEC at National City	102
93386	02/04/09	Simply the Best Promotions	Promotional Items	Family Resource Center	570
93387	02/04/09	More Direct Inc	Computer Peripherals	School of Business & Information Systems	1,485
93388	02/04/09	Southland Technology	Computer Peripherals	Fiscal Services	305
93389	02/04/09	VWR International	Scientific Supplies	School of Math Science & Engineering	308
93390	02/04/09	Scott A. Finn	Travel Reimbursement	Counseling	800
93391	02/04/09	Asia the Journal of Culture & Comme	Subscription	SBDITC	75
93392	02/04/09	Jackie L. Osborne	Travel Reimbursement	Human Resources	55
93393	02/04/09	Blackboard Inc	Repair Interface Board	Instructional Technology Support	289
93394	02/04/09	Minuleman Press	Printing Services	CTECS	399
93395	02/04/09	Luis A. Bohorquez	Expense Reimbursement	School of Arts & Communication	1,145
93396	02/04/09	Southland Technology	Computer Peripherals	Human Resources	223
93397	02/04/09	Staples Business Advantage	Office Supplies	Various	128
93398	02/05/09	Void	Void	Void	-
93399	02/05/09	Mark E. Pentilescu	Expense Reimbursement	School of Arts & Communication	38
93400	02/05/09	Maria I. Beltran	Expense Reimbursement	HEC at Otay Mesa	23
93401	02/05/09	Anne M. Wolf	Expense Reimbursement	School of Arts & Communication	160
93402	02/05/09	Mhz Communications	Repair of Radio	Warehouse	100
93403	02/05/09	Broding's Battery Warehouse	Repair of Starter	Warehouse	113
93404	02/05/09	Cheryl J. Raya	Expense Reimbursement	Continuing Education	55
93405	02/05/09	Norman Friedman	Expense Reimbursement	Continuing Education	40
93406	02/05/09	Simeon Silverio, Jr.	Expense Reimbursement	Continuing Education	85
93407	02/05/09	Home Depot	Supplies for Theatre Shop	School of Arts & Communication	102
93408	02/05/09	Home Depot	Supplies for Show	School of Arts & Communication	112
93409	02/05/09	Home Depot	Supplies for Maintenance	Maintenance	764
93410	02/05/09	Academic Senate for Comm Colleges	Membership	Governing Board	3,185
93411	02/05/09	Southland Technology	Service and Troubleshoot email	Computer Systems & Services	1,200
93412	02/05/09	Carrier Corporation	Repair York Chiller	Maintenance	1,297
93413	02/05/09	Alcatraz Lock & Key	Lock Services	Maintenance	191
93414	02/05/09	Barry's Security Services, Inc	Security Guard Services	College Police	220
93415	02/05/09	Barry's Security Services, Inc	Security Guard Services	College Police	586
93416	02/05/09	Barry's Security Services, Inc	Security Guard Services	College Police	1,055
93417	02/05/09	Federal Express	Express Mailing Services	School of Math Science & Engineering	25
93418	02/05/09	Alcatraz Lock & Key	Lock Services	Facilities Development	220
93419	02/05/09	Jobephant.Com Inc	Advertising Services	Human Resources	1,190
93420	02/05/09	Jobephant.Com Inc	Advertising Services	Human Resources	969
93421	02/05/09	MJS Investigative Services	Background Investigations	Human Resources	3,935

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93422	02/05/09	SWC General Fund	Reimburse Payroll	Facilities Development	5,615
93423	02/05/09	Strata Information Group	Professional Services	Computer Systems & Services	17,400
93424	02/05/09	ASBDC	Membership	SBDC	5,217
93425	02/05/09	Curbell Plastics	Modeling Board	Applied Technology & Learning Assistance	935
93426	02/05/09	Lowe's	Supplies for Grounds	Grounds	297
93427	02/05/09	California Electric Supply	Electrical Supplies	Grounds	16
93428	02/05/09	County of San Diego	Renewal Provider Status	HEC at Otay Mesa	400
93429	02/05/09	Unisource	Paper Supplies	ASO	471
93430	02/05/09	Visual Aid Services, Inc.	Repair Closed Circuit TV	Disability Support Services	180
93431	02/05/09	Unisource	Paper Supplies	School of Arts & Communication	511
93432	02/05/09	Films Media Group	Video Supplies	HEC at Otay Mesa	162
93433	02/05/09	Myers Tire Supply	Auto Parts and Supplies	Applied Technology & Learning Assistance	753
93434	02/05/09	Ward's Natural Science, Inc.	Educational Supplies	HEC at Otay Mesa	460
93435	02/05/09	VWR International	Educational Supplies	HEC at Otay Mesa	199
93436	02/05/09	Mc Master-Carr Supply Company	Maintenance Supplies	Maintenance	72
93437	02/05/09	Good Deed Organization	Americorps Briefcase	Americorps	757
93438	02/05/09	Medical Equipment Affiliates	Medical Supplies	HEC at Otay Mesa	202
93439	02/05/09	Pocket Nurse Enterprises	Medical Supplies	HEC at Otay Mesa	105
93440	02/05/09	Lakeshore Learning Materials	Educational Supplies	Child Development Center	400
93441	02/05/09	Sigma Aldrich, Inc.	Scientific Supplies	School of Math Science & Engineering	74
93442	02/05/09	Growing Place-Friends Elementa	Conference Registration Fees	Applied Technology & Learning Assistance	150
93443	02/05/09	Monet Medical	Medical Equipment	HEC at Otay Mesa	3,207
93444	02/05/09	More Direct Inc	Computer Peripherals	Disability Support Services	28
93445	02/05/09	Enterprise Rent a Car	Passenger Van Rental	School of Health, Exercise Science & Athletics	259
93446	02/05/09	Enterprise Rent a Car	Passenger Van Rental	School of Health, Exercise Science & Athletics	259
93447	02/05/09	Enterprise Rent a Car	Passenger Van Rental	School of Health, Exercise Science & Athletics	259
93448	02/05/09	Office Depot Business Services Division	Office Supplies	Various	400
93449	02/05/09	Office Depot Business Services Division	Office Supplies	Various	168
93450	02/05/09	Wenger Corp.	Versa Deck and Accessories	School of Arts & Communication	2,235
93451	02/05/09	Carolina Biological Supply Company	Scientific Supplies	School of Math Science & Engineering	62
93452	02/05/09	Airgas West	Welding Supplies	School of Arts & Communication	244
93453	02/05/09	ABC School Equipment Inc.	Grab Bars for Restroom	Facilities Development	262
93454	02/05/09	Deli Marketing L.P.	Computer Peripherals	School of Language and Literature	37
93455	02/05/09	West Group	Subscription	Superintendent/President	50
93456	02/05/09	Enterprise Rent a Car	Passenger Van Rental	School of Health, Exercise Science & Athletics	237
93457	02/05/09	Enterprise Rent a Car	Passenger Van Rental	School of Health, Exercise Science & Athletics	259
93458	02/05/09	Enterprise Rent a Car	Passenger Van Rental	School of Health, Exercise Science & Athletics	409
93459	02/05/09	Lynn Peavey	Eagle Eye Camera Mount	Applied Technology & Learning Assistance	261
93460	02/05/09	Edwards Cameron Medical Supply	Medical Supplies	Health Services	787
93461	02/05/09	Intra Link Communications Inc	Install Data Drops	Facilities Development	1,518
93462	02/06/09	Port Supply	Auto Parts and Supplies	Crown Cove Aquatic Center	686
93463	02/06/09	SCEA	Reimburse SCEA	SCEA	4,867
93464	02/06/09	CSN Supply	Office Equipment	HEC at San Ysidro	451
93465	02/06/09	CHULA VISTA POLICE DEPT	Livescan Fees	Family Resource Center	2,360
93466	02/06/09	John O. Lewis	Expense Reimbursement	School of Arts & Communication	121
93467	02/06/09	Max G. Branscomb, II	Expense Reimbursement	School of Arts & Communication	127
93468	02/06/09	Deli Marketing L.P.	Lithium Battery	School of Arts & Communication	145
93469	02/06/09	Home Depot	Maintenance Supplies	Facilities Development	99
93470	02/06/09	MSC Industrial Supply	Maintenance Supplies	Maintenance	430
93471	02/06/09	ECO Imaging Systems	Toner Cartridge	Fiscal Services	107
93472	02/06/09	Costco Wholesale	Supplies for CDC	Child Development Center	500
93473	02/06/09	Hardy Diagnostics	Educational Supplies	School of Math Science & Engineering	166
93474	02/06/09	Copy Link, Inc.	Staples	Office Support Services	366
93475	02/06/09	Testout Corporation	Computer Software	School of Business & Information Systems	872
93476	02/06/09	National City Chamber of Commerce	Conference Registration Fees	SBDITC	75
93477	02/06/09	West Group	Books	Applied Technology & Learning Assistance	535
93478	02/06/09	Concept Media	Video Supplies	HEC at Otay Mesa	720
93479	02/06/09	Gall's	Law Enforcement Supplies	College Police	81
93480	02/06/09	Gall's	Law Enforcement Supplies	College Police	162
93481	02/06/09	The Gallup Organization	Strength quest Codes	School of Math Science & Engineering	750
93482	02/06/09	Crest Industrial Service	HVAC Supplies	Maintenance	2,041
93483	02/06/09	Chula Vista Alarm Co	Alarm Services	Maintenance	75
93484	02/06/09	Chula Vista Alarm Co	Alarm Services	Maintenance	33
93485	02/06/09	CAMFT	Membership	Student Activities	80
93486	02/06/09	Honeywell Inc.	Maintenance Services	Maintenance	542
93487	02/06/09	Gary D. Bulkin	Returned ACH Item Account Closed	Payroll	1,497
93488	02/06/09	Insight Media	Video Supplies	HEC at Otay Mesa	850
93489	02/09/09	All Source Tile, Inc.	Instal' Tile in Student Center	Student Activities	70,650
93490	02/09/09	John Tessitore Concrete Inc.	Concrete	Maintenance	3,265
93491	02/09/09	American Lighting Supply	Sales Tax on Materials	Facilities Development	639
93492	02/09/09	Parron Hall Corp.	Furniture	HEC at San Ysidro	19,532
93493	02/09/09	Martha R. Murillo	Expense Reimbursement	Continuing Education	45
93494	02/09/09	Duane A. Sands	Expense Reimbursement	Continuing Education	45
93495	02/09/09	Discount School Supply	Educational Supplies	Child Development Center	935
93496	02/09/09	William C. Kinney	Mileage Reimbursement	HEC at National City	156
93497	02/09/09	Coast Learning Systems	Video Supplies	School of Social Sciences & Humanities	818
93498	02/09/09	Southland Technology	Computer Peripherals	Computer Systems & Services	802
93499	02/09/09	Anais Luna	Expense Reimbursement	Americorps	92
93500	02/09/09	A1 Golf Cars	Auto Parts and Supplies	Maintenance	751
93501	02/09/09	D & D Tool & Supply	Chuck Key	School of Arts & Communication	16
93502	02/09/09	Advantage Business Equipment	Office Equipment	Warehouse	178

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93503	02/09/09	SWC CAL STUD AID COM	Overpayment Reimbursement	Financial Aid	1,358
93504	02/09/09	Dell Marketing L.P.	Repair Laptop	Applied Technology & Learning Assistance	521
93505	02/09/09	Martina M. Painado	Travel Reimbursement	Calworks	489
93506	02/09/09	Debbie P. Trujillo	Advance Travel	SBDC	1,305
93507	02/09/09	Debbie P. Trujillo	Travel Reimbursement	SBDC	241
93508	02/09/09	Debbie P. Trujillo	Travel Reimbursement	SBDC	413
93509	02/09/09	Maria E. Martinez	Travel Reimbursement	SBIS	149
93510	02/09/09	Ramsey T. Romero	Travel Reimbursement	Custodial	44
93511	02/09/09	James G. Schallin	Travel Reimbursement	SDCOC	25
93512	02/09/09	Angelica L. Suarez, Ph.D	Travel Reimbursement	VP for Student Affairs	51
93513	02/09/09	Mary C. Walters	Travel Reimbursement	CEEVD	22
93514	02/09/09	Angelina Stuart	Travel Reimbursement	School of Language and Literature	1,230
93515	02/09/09	County of San Diego	County Share of Parking Citellons	Fiscal Services	11,285
93516	02/09/09	County of San Diego	County Share of Parking Citations	Fiscal Services	1,275
93517	02/09/09	Bavis Respirator Consultants	Fit Testing and Training	Safety	1,600
93518	02/09/09	Southland Technology	Dalite Projection Screens	Maintenance	806
93519	02/09/09	Void	Void	Void	-
93520	02/09/09	Patricia U. Axsom	Travel Reimbursement	Applied Technology & Learning Assistance	570
93521	02/09/09	Beatrice Z. Zamora-Aguilar	Travel Reimbursement	Counseling	23
93522	02/09/09	Laurel J. Anderson	Travel Reimbursement	Calworks	122
93523	02/10/09	Federal Express	Express Mailing Services	Superintendent/President	30
93524	02/10/09	Nolo	Books	Library	94
93525	02/10/09	Fernando A. Poveda	Expense Reimbursement	Outreach	8
93526	02/10/09	Georgina Hodges	Returned ACH Item Account Closed	Payroll	730
93527	02/10/09	Coutts Information Services	Books	Library	1,492
93528	02/10/09	County of San Diego	County Share of Parking Citations	Fiscal Services	16,701
93529	02/10/09	Emile Nicolacu	Officials Fee	School of Health, Exercise Science & Athletics	96
93530	02/10/09	Alex Washington	Officials Fee	School of Health, Exercise Science & Athletics	96
93531	02/10/09	Richard Davila	Officials Fee	School of Health, Exercise Science & Athletics	96
93532	02/10/09	Paul Packard	Officials Fee	School of Health, Exercise Science & Athletics	96
93533	02/10/09	Greg Garner	Officials Fee	School of Health, Exercise Science & Athletics	96
93534	02/10/09	Roberto Guerrero	Officials Fee	School of Health, Exercise Science & Athletics	96
93535	02/10/09	Scarlett Dalgleish	Officials Fee	School of Health, Exercise Science & Athletics	96
93536	02/10/09	Tharisa Cash	Officials Fee	School of Health, Exercise Science & Athletics	96
93537	02/10/09	Tami Mason	Officials Fee	School of Health, Exercise Science & Athletics	96
93538	02/10/09	Scanlon Corp.	Student Evaluation Forms	Human Resources	2,257
93539	02/10/09	CCCSAA	Conference Registration Fees	Student Activities	200
93540	02/10/09	More Direct Inc	Computer Peripherals	Accreditation	135
93541	02/10/09	Southland Technology	Computer Peripherals	School of Business & Information Systems	1,327
93542	02/10/09	More Direct Inc	Computer Peripherals	School of Business & Information Systems	2,479
93543	02/10/09	Sehi Computer Products Inc	Toner Cartridges	Various	1,731
93544	02/10/09	Martina M. Painado	Mileage Reimbursement	Calworks	114
93545	02/10/09	American Express	Airfare	School of Language and Literature	159
93546	02/10/09	Frances A. Sedlacek	Travel Reimbursement	SDCOC	11
93547	02/10/09	Dean A. Aragoza	Mileage Reimbursement	HEC at National City	71
93548	02/11/09	United Rentals	Auto Parts and Supplies	Maintenance	38
93549	02/11/09	Judith Barajas	Expense Reimbursement	Continuing Education	45
93550	02/11/09	Dan Fauth	Officials Fee	School of Health, Exercise Science & Athletics	96
93551	02/11/09	Mike Morrow	Officials Fee	School of Health, Exercise Science & Athletics	96
93552	02/11/09	David Hardage, Jr.	Officials Fee	School of Health, Exercise Science & Athletics	146
93553	02/11/09	Bruce Halsing	Officials Fee	School of Health, Exercise Science & Athletics	146
93554	02/11/09	Bob Gural	Expense Reimbursement	School of Health, Exercise Science & Athletics	103
93555	02/11/09	Dan Esqueda	ATHLETIC EQUIPMENT,	School of Health, Exercise Science & Athletics	103
93556	02/11/09	Kurt Lebrun	ATHLETIC EQUIPMENT,	School of Health, Exercise Science & Athletics	183
93557	02/11/09	Greene Music	Spyder Dolly	School of Arts & Communication	820
93558	02/11/09	John Tessitore Concrete Inc.	Concrete	Facilities Development	1,968
93559	02/11/09	Parron Hall Corp.	Furniture	Facilities Development	2,650
93560	02/11/09	Ninyo & Moore	Final Report for Fire Life Safety Project	Facilities Development	1,200
93561	02/11/09	City of San Diego	Water and Sewer Services	Facilities Development	570
93562	02/11/09	Mhz Communications	Law Enforcement Supplies	College Police	64
93563	02/11/09	Public Safety Training Consultants	Training Tuition	College Police	110
93564	02/11/09	Cintas Fire Protection	Repair Fire System	Safety	3,905
93565	02/11/09	Honeywell Inc.	Repairs Main Campus Fire System	Maintenance	7,475
93566	02/11/09	Home Depot	Supplies for Grounds	Grounds	200
93567	02/11/09	Lowe's	Supplies for Grounds	Grounds	387
93568	02/11/09	John Reid	Officials Fee	School of Health, Exercise Science & Athletics	96
93569	02/11/09	Scott Jordan	Officials Fee	School of Health, Exercise Science & Athletics	183
93570	02/11/09	Federal Express	Express Mailing Services	VTEA	25
93571	02/11/09	Jobelephant.Com Inc	Advertising Services	Human Resources	2,550
93572	02/11/09	Sharp Rees Stealy Medical Ctrs	Pre employment Physicals	Human Resources	147
93573	02/11/09	More Direct Inc	Computer Peripherals	Outreach	130
93574	02/11/09	Stark Mfg. Co.	Canvas	School of Arts & Communication	542
93575	02/11/09	Pamela S. Solis	Expense Reimbursement	Applied Technology & Learning Assistance	45
93576	02/11/09	SWC General Fund	Reimburse General Fund	Facilities Development	4,971
93577	02/11/09	Brady Company San Diego Inc	Replace Doors and Frames	Facilities Development	6,110
93578	02/11/09	Chad J. Thomas	Reissue Overage Warrant	Payroll	592
93579	02/11/09	Coach America	Charter Bus Services	School of Health, Exercise Science & Athletics	850
93580	02/12/09	Sam Wilson, Jr.	Officials Fee	School of Health, Exercise Science & Athletics	96
93581	02/12/09	Gerard Alstadter	Officials Fee	School of Health, Exercise Science & Athletics	96
93582	02/12/09	Mike McCarthy	Officials Fee	School of Health, Exercise Science & Athletics	96
93583	02/12/09	Neil Turner	Officials Fee	School of Health, Exercise Science & Athletics	103

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93584	02/12/09	Michael Greenstein	Officials Fee	School of Health, Exercise Science & Athletics	96
93585	02/12/09	Linda R. Jackson	Consultant	VP for Human Resources	420
93586	02/12/09	B & H Photo Video, Inc.	Photography Supplies and Equipment	School of Arts & Communication	558
93587	02/12/09	More Direct Inc	Computer Peripherals	Various	1,548
93588	02/12/09	Graphic Chemical & Ink Co.	Art Supplies	School of Arts & Communication	40
93589	02/12/09	Office Depot Business Services Division	Office Supplies	Various	716
93590	02/12/09	Office Depot Business Services Division	Office Supplies	Various	1,548
93591	02/12/09	Rio Grande	Art Supplies	School of Arts & Communication	213
93592	02/12/09	Laura D. Sales	Travel Reimbursement	Fiscal Services	36
93593	02/12/09	Efren A. Barrera, Jr.	Travel Reimbursement	Human Resources	12
93594	02/12/09	Lori A. Gorton	Mileage Reimbursement	Payroll	54
93595	02/12/09	Mark E. Meadows, Ph.D	Mileage Reimbursement	Academic Affairs	41
93596	02/12/09	Fernando A. Poveda	Mileage Reimbursement	Outreach	229
93597	02/12/09	Office Depot Business Services Division	Office Supplies	Various	443
B1473	1/22/09	WestAir Gases and Equipment Inc	Open Order, Specialty Gases	HEC at National City	400
B1474	1/22/09	Eagle Newspapers, LLC	Display Advertising	Community & Media Relations	3,575
B1475	1/22/09	Federal Express	Express Postal Services	Purchasing	250
B1476	1/22/09	Federal Express	Express Postal Services	Purchasing	150
B1477	1/27/09	Federal Express	Express Postal Services	Purchasing	275
B1478	1/28/09	Gall's	Police Uniforms	College Police	1,500
B1479	1/29/09	Federal Express	Express Postal Services	Purchasing	175
B1480	02/02/09	The Orion Group	Cut Flowers	Applied Technology & Learning Assistance	1,000
B1481	02/02/09	Federal Express	Express Mailing Services	Admissions	175
B1482	02/05/09	Federal Express	Express Mailing Services	Admissions	75
B1483	02/06/09	Ecaptionz.Com	Educational Services	Disability Support Services	19,000
B1484	02/09/09	Federal Express	Express Mailing Services	Admissions	50

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PO #	DATE	VENDOR	DESCRIPTION	DEPARTMENT	AMOUNT
93595	02/12/09	Mark E. Meadows, Ph.D	Mileage Reimbursement	Academic Affairs	41
93018	1/16/09	Academic Senate for Ca. Community Colleges	Conference Registration	Academic Senate	1,450
93540	02/10/09	More Direct Inc	Computer Peripherals	Accreditation	135
B1481	02/02/09	Federal Express	Express Mailing Services	Admissions	175
B1482	02/05/09	Federal Express	Express Mailing Services	Admissions	75
B1484	02/09/09	Federal Express	Express Mailing Services	Admissions	50
93437	02/05/09	Good Deed Organization	Americorps Briefcase	Americorps	757
93499	02/09/09	Anals Luna	Expense Reimbursement	Americorps	92
93365	02/04/09	Morgan Chikosi, Ed.D.	Honorarium Fees and Expenses	Applied Technology & Learning Assistance	800
93425	02/05/09	Curbell Plastics	Modeling Board	Applied Technology & Learning Assistance	935
93433	02/05/09	Myers Tire Supply	Auto Parts and Supplies	Applied Technology & Learning Assistance	753
93442	02/05/09	Growing Place-Friends Elementa	Conference Registration Fees	Applied Technology & Learning Assistance	150
93459	02/05/09	Lynn Peavey	Eagle Eye Camera Mount	Applied Technology & Learning Assistance	261
93477	02/06/09	West Group	Books	Applied Technology & Learning Assistance	535
93504	02/09/09	Dell Marketing L.P.	Repair Laptop	Applied Technology & Learning Assistance	521
93520	02/09/09	Patricia U. Axsom	Travel Reimbursement	Applied Technology & Learning Assistance	570
93575	02/11/09	Pamela S. Solis	Expense Reimbursement	Applied Technology & Learning Assistance	45
B1480	02/02/09	The Orion Group	Cut Flowers	Applied Technology & Learning Assistance	1,000
93344	02/02/09	Veronica E. Burton	Travel Reimbursement	Articulation	136
93331	02/02/09	Costco Wholesale	Supplies for Student Retreat	ASO	500
93364	02/03/09	Craig L. Moffat	Travel Reimbursement	ASO	9
93429	02/05/09	Unisource	Paper Supplies	ASO	471
93099	1/22/09	Uline	Shipping & Handling Equipment	Bookstore	730
93108	1/22/09	Patricia E. Larkin	Expense Reimbursement	Bookstore	38
93338	02/02/09	Torrey L. Hubbell	Expense Reimbursement	Bookstore	43
93114	1/22/09	Atkinson, Andelson, Loya, Ruud & Romo	Consulting Services	Business & Financial Affairs	226
93245	1/28/09	Federal Express	Express Postal Services	Business & Financial Affairs	25
93288	1/30/09	SESAC	License Fee	Business & Financial Affairs	755
93155	1/26/09	The Union Tribune Publishing Company	Legal Ad, Oversight Committee	Business & Operations	483
93227	1/27/09	John M. Wilson	Travel Reimbursement	Business & Operations	248
93279	1/29/09	Jack S. Ezroj	Travel Reimbursement	Business & Operations	36
93313	1/30/09	La Prensa San Diego	Legal Ad, Oversight Committee	Business & Operations	684
93314	1/30/09	The San Diego Daily Transcript	Legal Ad, Oversight Committee	Business & Operations	149
93505	02/09/09	Martina M. Peinado	Travel Reimbursement	Calworks	489
93522	02/09/09	Laurel J. Anderson	Travel Reimbursement	Calworks	122
93544	02/10/09	Martina M. Peinado	Mileage Reimbursement	Calworks	114
93088	1/22/09	Public Education Providers of Traffic Safety F	Membership Fee	CEEWD	150
93290	1/30/09	Frances T. Stevens	Refund, Class Cancellation	CEEWD	40
93513	02/09/09	Mary C. Walters	Travel Reimbursement	CEEWD	22
93062	1/20/09	Maria I. Carrasco	Travel Reimbursement	Child Development Center	176
93165	1/26/09	Community Products LLC	Educational Supplies	Child Development Center	1,000
93166	1/26/09	Discount School Supply	Educational Supplies	Child Development Center	2,115
93186	1/26/09	Patricia M. Bartow	Expense Reimbursement	Child Development Center	176
93240	1/28/09	More Direct Inc	Toner Cartridges	Child Development Center	249
93252	1/28/09	Office Depot Business Services Division	Office Supplies	Child Development Center	258
93292	1/30/09	Maria I. Carrasco	Expense Reimbursement	Child Development Center	490
93330	02/02/09	Pamela S. Solis	Expense Reimbursement	Child Development Center	34
93440	02/05/09	Lakeshore Learning Materials	Educational Supplies	Child Development Center	400
93472	02/05/09	Costco Wholesale	Supplies for CDC	Child Development Center	500
93495	02/09/09	Discount School Supply	Educational Supplies	Child Development Center	935
93126	1/22/09	Case Systems Inc.	Replacement Two-way Radio/Kit	College Police	2,062
93217	1/27/09	Barry's Security Services, Inc	Security Guard Services	College Police	1,055
93218	1/27/09	Barry's Security Services, Inc	Security Guard Services	College Police	588
93220	1/27/09	Barry's Security Services, Inc	Security Guard Services	College Police	2,168
93221	1/27/09	Department of Justice	Background Check	College Police	66
93223	1/27/09	Change Maker Service	Parking Services Equipment Parts	College Police	120
93312	1/30/09	Gall's	Police Uniform	College Police	278
93414	02/05/09	Barry's Security Services, Inc	Security Guard Services	College Police	220
93415	02/05/09	Barry's Security Services, Inc	Security Guard Services	College Police	588
93416	02/05/09	Barry's Security Services, Inc	Security Guard Services	College Police	1,055
93479	02/06/09	Gall's	Law Enforcement Supplies	College Police	81
93480	02/06/09	Gall's	Law Enforcement Supplies	College Police	162
93562	02/11/09	Mhz Communications	Law Enforcement Supplies	College Police	64
93563	02/11/09	Public Safety Training Consultants	Training Tuition	College Police	110
B1478	1/28/09	Gall's	Police Uniforms	College Police	1,500
93156	1/26/09	KYXY-FM	Radio Advertising	Community & Media Relations	1,840
B1474	1/22/09	Eagle Newspapers, LLC	Display Advertising	Community & Media Relations	3,575
93100	1/22/09	Synergy Telcom, Inc.	Telephone Headset	Computer Systems & Services	85
93136	1/23/09	Southland Technology	Consulting Services	Computer Systems & Services	1,650
93209	1/27/09	Dell Marketing L.P.	Toner Cartridges	Computer Systems & Services	603
93285	1/30/09	Datatel, Inc.	Consulting Services, Tech Support	Computer Systems & Services	763
93411	02/05/09	Southland Technology	Service and Troubleshoot email	Computer Systems & Services	1,200
93423	02/05/09	Strata Information Group	Professional Services	Computer Systems & Services	17,400
93498	02/09/09	Southland Technology	Computer Peripherals	Computer Systems & Services	802
93404	02/05/09	Cheryl J. Raya	Expense Reimbursement	Continuing Education	55
93405	02/05/09	Norman Friedman	Expense Reimbursement	Continuing Education	40
93406	02/05/09	Slmeon Silverio, Jr.	Expense Reimbursement	Continuing Education	85
93493	02/09/09	Martha R. Murillo	Expense Reimbursement	Continuing Education	45
93494	02/09/09	Duane A. Sands	Expense Reimbursement	Continuing Education	45
93549	02/11/09	Judith Barajas	Expense Reimbursement	Continuing Education	45

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93390	02/04/09	Scott A. Finn	Travel Reimbursement	Counseling	800
93521	02/09/09	Beatrice Z. Zamora-Aguilar	Travel Reimbursement	Counseling	23
93462	02/06/09	Port Supply	Auto Parts and Supplies	Crown Cove Aquatic Center	685
93394	02/04/09	Minuteman Press	Printing Services	CTECS	399
93382	02/04/09	Waxie Sanitary Supply	Janitorial Supplies	Custodial	195
93383	02/04/09	Grainger	Janitorial Supplies	Custodial	465
93510	02/09/09	Ramsey T. Romero	Travel Reimbursement	Custodial	44
93381	02/04/09	CalJen Sales Co.	Janitorial Supplies	Custodial	363
93064	1/22/09	Lisa Smolen	Specialty Hardware & Software	Disability Support Services	17,832
93430	02/05/09	Visual Aid Services, Inc.	Repair Closed Circuit TV	Disability Support Services	180
93444	02/05/09	More Direct Inc	Computer Peripherals	Disability Support Services	28
81483	02/06/09	Ecapions.Com	Educational Services	Disability Support Services	19,000
93281	1/28/09	Unisource	Paper	EOPS	355
93262	1/28/09	Copy Link, Inc.	Toner Cartridges	EOPS	128
93263	1/28/09	More Direct Inc	Toner Cartridges	EOPS	622
93264	1/28/09	Office Depot Business Services Division	Office Supplies	EOPS	780
93037	1/16/09	RBF Consulting	Consulting Service, FLSR	Facilities Development	3,836
93038	1/16/09	James Palmer	SmartClass Cabling	Facilities Development	967
93039	1/16/09	AT&T/MCI	Telephone Services	Facilities Development	102
93040	1/16/09	Construction Testing & Engineering	Engineering & Inspection Services	Facilities Development	10,662
93079	1/22/09	Stanley Access Tech Llc	Door Repair	Facilities Development	336
93104	1/22/09	SGPA Architecture & Planning	Architectural Reimbursable	Facilities Development	15
93105	1/22/09	Paul Schubert Painting Inc	Painting Services, Tennis Court RR	Facilities Development	1,570
93112	1/22/09	SWC General Fund	Overtime Payroll, 1/5/09	Facilities Development	12,058
93131	1/23/09	Rivers Framing	Beam Removal & Replacement	Facilities Development	8,500
93140	1/23/09	Jaynes Corporation of California	Construction Payment, HEC at San Ysidro	Facilities Development	83,634
93141	1/23/09	Alcatraz Lock & Key	Locksmith Services	Facilities Development	3,500
93202	1/27/09	Dixieline Lumber Company	Lumber	Facilities Development	1,657
93237	1/28/09	Quality Floors by George	Carpet Repair	Facilities Development	465
93244	1/28/09	Division of the State Architect	Plan Check Fees, FLSPR	Facilities Development	21,566
93300	1/30/09	Better Office Supply, Inc.	Office Supplies	Facilities Development	91
93308	1/30/09	Gary Kitagawa	Tempered Glass	Facilities Development	80
93317	02/02/09	John Tessitore Concrete Inc.	Furnish and Install Concrete	Facilities Development	3,985
93319	02/02/09	Brady Company San Diego Inc	Install Doors	Facilities Development	6,645
93339	02/02/09	Alcatraz Lock & Key	Replace Key Chambers	Facilities Development	85
93350	02/03/09	State Consulting & Inspection Servi	Inspector of Record for San Ysidro	Facilities Development	8,400
93352	02/03/09	RBF Consulting	Construction Administration Fire Line	Facilities Development	1,314
93353	02/03/09	Western Rim Constructors Inc	Retention Payment for Fire Line	Facilities Development	748,243
93354	02/03/09	Floyd & Howerton Plumbing Inc.	Plumbing Services	Facilities Development	598
93370	02/04/09	Spooners Woodwork Inc	Custom Cabinet Services	Facilities Development	975
93418	02/05/09	Alcatraz Lock & Key	Lock Services	Facilities Development	220
93422	02/05/09	SWC General Fund	Reimburse Payroll	Facilities Development	5,515
93453	02/05/09	ABC School Equipment Inc.	Grab Bars for Restroom	Facilities Development	262
93461	02/05/09	Intra Link Communications Inc	Install Data Drops	Facilities Development	1,518
93469	02/06/09	Home Depot	Maintenance Supplies	Facilities Development	99
93491	02/09/09	American Lighting Supply	Sales Tax on Materials	Facilities Development	639
93558	02/11/09	John Tessitore Concrete Inc.	Concrete	Facilities Development	1,968
93559	02/11/09	Parron Hall Corp.	Furniture	Facilities Development	2,650
93560	02/11/09	Ninjo & Moore	Final Report for Fire Life Safety Project	Facilities Development	1,200
93561	02/11/09	City of San Diego	Water and Sewer Services	Facilities Development	570
93576	02/11/09	SWC General Fund	Reimburse General Fund	Facilities Development	4,971
93577	02/11/09	Brady Company San Diego Inc	Replace Doors and Frames	Facilities Development	6,110
93282	1/30/09	Cynthia K. Nagura	Travel Reimbursement	Family Resource Center	224
93386	02/04/09	Simply the Best Promotions	Promotional Items	Family Resource Center	570
93465	02/06/09	CHULA VISTA POLICE DEPT	Livescan Fees	Family Resource Center	2,360
93033	1/16/09	SWC Student FAF	Pell Institutional Liability	Financial Aid	40
93034	1/16/09	SWC Student FAF	Pell Institutional Liability	Financial Aid	412
93187	1/26/09	SWC Student FAF	Pell Institutional Liability	Financial Aid	483
93188	1/26/09	SWC Student FAF	Pell Institutional Liability	Financial Aid	98
93189	1/26/09	SWC Student FAF	Pell Institutional Liability	Financial Aid	1,927
93190	1/26/09	SWC Calif. Student Aid Commission	Cal Grant Overpayments	Financial Aid	488
93212	1/27/09	Durra Ink	Printing, FA Workshop Flyers	Financial Aid	459
93214	1/27/09	K-Signs	Financial Aid Banner	Financial Aid	108
93225	1/27/09	SWC Student FAF	Pell Institutional Liability	Financial Aid	1,602
93503	02/09/09	SWC CAL STUD AID COM	Overpayment Reimbursement	Financial Aid	1,358
93149	1/23/09	Laura Sales Custodian of Revolving	Revolving Fund Replacement	Fiscal Services	236
93185	1/26/09	Messner & Hadley Llp	Consultants, Financial Auditors	Fiscal Services	10,600
93266	1/29/09	SWC Campus Store	Loomis Charges	Fiscal Services	2,755
93285	1/30/09	Graphic Business Solutions	Specialty Paper	Fiscal Services	2,984
93310	1/30/09	The Bank of New York	Administrative Fee	Fiscal Services	1,325
93369	02/04/09	SWC General Fund	Repay Fund 1	Fiscal Services	318
93388	02/04/09	Southland Technology	Computer Peripherals	Fiscal Services	305
93471	02/06/09	ECO Imaging Systems	Toner Cartridge	Fiscal Services	107
93515	02/09/09	County of San Diego	County Share of Parking Citations	Fiscal Services	11,265
93516	02/09/09	County of San Diego	County Share of Parking Citations	Fiscal Services	1,275
93528	02/10/09	County of San Diego	County Share of Parking Citations	Fiscal Services	16,701
93592	02/12/09	Laura D. Sales	Travel Reimbursement	Fiscal Services	36
93152	1/23/09	Yolanda Salcido	Travel Reimbursement	Governing Board	150
93153	1/23/09	Jean Rosesch	Travel Reimbursement	Governing Board	139
93336	02/02/09	Spectra	Office Supplies	Governing Board	32
93410	02/05/09	Academic Senate for Comm Colleges	Membership	Governing Board	3,185

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93243	1/28/09	Federal Express	Express Postal Services	Grants	19
93197	1/26/09	Frazee Industries	Marking Paint	Grounds	2,655
93229	1/27/09	Home Depot	Grounds Supplies	Grounds	444
93230	1/27/09	Robert E. Womack, J.	Expense Reimbursement	Grounds	45
93242	1/28/09	Home Depot	Grounds Supplies	Grounds	578
93426	02/05/09	Lowe's	Supplies for Grounds	Grounds	297
93427	02/05/09	California Electric Supply	Electrical Supplies	Grounds	16
93566	02/11/09	Home Depot	Supplies for Grounds	Grounds	200
93567	02/11/09	Lowe's	Supplies for Grounds	Grounds	387
93169	1/28/09	Henry Schein Inc	Dental Supplies	Health Services	545
93170	1/26/09	Sanofi Pasteur	Medical Supplies	Health Services	305
93329	02/02/09	Edwards Cameron Medical Supply	Medical Supplies	Health Services	969
93362	02/03/09	Clarence L. Amaral, II	Travel Reimbursement	Health Services	18
93363	02/03/09	Clarence L. Amaral, II	Travel Reimbursement	Health Services	19
93460	02/05/09	Edwards Cameron Medical Supply	Medical Supplies	Health Services	787
93023	1/16/09	Max Keyboard	Specialty Keyboard	HEC at National City	48
93056	1/20/09	Christine M. Perri	Travel Reimbursement	HEC at National City	659
93134	1/23/09	Burkhart Dental Supply Co	Dental Equipment Repair	HEC at National City	140
93139	1/23/09	Barry D. Thele	Expense Reimbursement	HEC at National City	6
93146	1/23/09	Emgence Technologies	Presentation Equipment	HEC at National City	291
93151	1/23/09	Karen F. Jacobs	Travel Reimbursement	HEC at National City	191
93203	1/27/09	Sehi Computer Products Inc	Computer Peripherals	HEC at National City	111
93255	1/28/09	AVI Systems	Electronic Parts	HEC at National City	102
93301	1/30/09	Gabriela N. Castillo	Expense Reimbursement	HEC at National City	20
93303	1/30/09	Henry Schein Inc	Dental Equipment Parts	HEC at National City	10
93304	1/30/09	Jerold L. Conrad	Expense Reimbursement	HEC at National City	51
93318	02/02/09	Simply the Best Promotions	Promotional Items	HEC at National City	24
93357	02/03/09	Office Depot Business Services Division	Office Supplies	HEC at National City	431
93385	02/04/09	Progressive Medical International	Repair of Equipment	HEC at National City	102
93496	02/09/09	William C. Kinney	Mileage Reimbursement	HEC at National City	156
93547	02/10/09	Dean A. Aragoza	Mileage Reimbursement	HEC at National City	71
B1473	1/22/09	WestAir Gases and Equipment Inc	Open Order, Specialty Gases	HEC at National City	400
93101	1/22/09	Foremost Equipment Co.	Nursing Training Equipment	HEC at Otay Mesa	180
93102	1/22/09	N-OADN	Membership Dues	HEC at Otay Mesa	400
93132	1/23/09	Joseph M. Soriano	Expense Reimbursement	HEC at Otay Mesa	83
93150	1/23/09	Rosa E. Jimenez	Travel Reimbursement	HEC at Otay Mesa	20
93198	1/26/09	Market Lab	Scientific Supplies	HEC at Otay Mesa	697
93199	1/26/09	Sigma Aldrich, Inc.	Scientific Supplies	HEC at Otay Mesa	264
93205	1/27/09	Richard A. Sherard	Travel Reimbursement	HEC at Otay Mesa	22
93207	1/27/09	Richard A. Sherard	Travel Reimbursement	HEC at Otay Mesa	56
93222	1/27/09	Sehi Computer Products Inc	Computer Peripherals	HEC at Otay Mesa	806
93260	1/28/09	Rosa E. Jimenez	Travel Reimbursement	HEC at Otay Mesa	37
93271	1/29/09	VWR International	Scientific Supplies	HEC at Otay Mesa	2,427
93286	1/30/09	ARC-ST	Annual Service Fee	HEC at Otay Mesa	1,500
93287	1/30/09	Devin T. Price	Expense Reimbursement	HEC at Otay Mesa	22
93342	02/02/09	Alejandra Torres	Mileage Reimbursement	HEC at Otay Mesa	113
93376	02/04/09	Invitrogen Inc	Scientific Supplies	HEC at Otay Mesa	145
93380	02/04/09	Fisher Scientific LLC	Scientific Supplies	HEC at Otay Mesa	1,589
93400	02/05/09	Maria I. Beltran	Expense Reimbursement	HEC at Otay Mesa	23
93428	02/05/09	County of San Diego	Renewal Provider Status	HEC at Otay Mesa	400
93432	02/05/09	Films Media Group	Video Supplies	HEC at Otay Mesa	162
93434	02/05/09	Ward's Natural Science, Inc.	Educational Supplies	HEC at Otay Mesa	460
93435	02/05/09	VWR International	Educational Supplies	HEC at Otay Mesa	199
93438	02/05/09	Medical Equipment Affiliates	Medical Supplies	HEC at Otay Mesa	202
93439	02/05/09	Pocket Nurse Enterprises	Medical Supplies	HEC at Otay Mesa	105
93443	02/05/09	Monet Medical	Medical Equipment	HEC at Otay Mesa	3,207
93478	02/06/09	Concept Media	Video Supplies	HEC at Otay Mesa	720
93488	02/06/09	Insight Media	Video Supplies	HEC at Otay Mesa	850
93269	1/29/09	Nora Guido	Expense Reimbursement	HEC at San Ysidro	59
93464	02/06/09	CSN Supply	Office Equipment	HEC at San Ysidro	451
93492	02/09/09	Parron Hall Corp.	Furniture	HEC at San Ysidro	19,532
93084	1/22/09	California Chamber of Commerce	Public Notice Posters	Human Resources	134
93085	1/22/09	Jobelephant.Com Inc	Employment Advertising	Human Resources	3,102
93086	1/22/09	Jobelephant.Com Inc	Employment Advertising	Human Resources	200
93109	1/22/09	Rosalva N. Garcia	Expense Reimbursement	Human Resources	100
93228	1/27/09	West Group	Publications	Human Resources	55
93234	1/27/09	Johnson & Associates	Consulting Services	Human Resources	10,104
93274	1/29/09	SWC Cafeteria	Business/Expense Related	Human Resources	111
93392	02/04/09	Jackie L. Osborne	Travel Reimbursement	Human Resources	55
93396	02/04/09	Southland Technology	Computer Peripherals	Human Resources	223
93419	02/05/09	Jobelephant.Com Inc	Advertising Services	Human Resources	1,190
93420	02/05/09	Jobelephant.Com Inc	Advertising Services	Human Resources	969
93421	02/05/09	MJS Investigative Services	Background Investigations	Human Resources	3,935
93538	02/10/09	Scantron Corp.	Student Evaluation Forms	Human Resources	2,257
93571	02/11/09	Jobelephant.Com Inc	Advertising Services	Human Resources	2,550
93572	02/11/09	Sharp Rees Stealy Medical Ctrs	Pre employment Physicals	Human Resources	147
93593	02/12/09	Efren A. Barrera, Jr.	Travel Reimbursement	Human Resources	12
93393	02/04/09	Blackboard Inc	Repair Interface Board	Instructional Technology Support	289
93042	1/16/09	Coutts Information Services	Library Book Service	Library	1,236
93043	1/16/09	EBSCO Industries Inc.	Subscription Renewal	Library	97
93044	1/16/09	Amazon.Com Credit	Books	Library	1,173

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93045	1/16/09	Superintendent of Documents	Subscription Renewal	Library	53
93046	1/16/09	EBSCO Industries Inc.	Subscription Renewal	Library	103
93047	1/16/09	West Group	Publications	Library	797
93048	1/16/09	Nolo	Books	Library	84
93049	1/16/09	Coutts Information Services	Library Book Service	Library	1,246
93050	1/16/09	Coutts Information Services	Library Book Service	Library	1,695
93051	1/16/09	H. W. Wilson Co.	Subscription Renewal	Library	391
93052	1/16/09	Amazon.Com Credit	Books	Library	1,094
93053	1/16/09	University of Illinois Press	Subscription Renewal	Library	202
93236	1/28/09	Art Stores Ltd	Subscription Renewal	Library	1,240
93267	1/29/09	Amazon.Com Credit	Miscellaneous DVDs	Library	389
93268	1/29/09	Coutts Information Services	Library Book Service	Library	534
93291	1/30/09	Springshare, LLC	Library Automation Add-on Module	Library	169
93372	02/04/09	Gale	Books	Library	272
93524	02/10/09	Nolo	Books	Library	94
93527	02/10/09	Coutts Information Services	Books	Library	1,492
93020	1/16/09	MSC Industrial Supply	Maintenance Supplies	Maintenance	326
93069	1/22/09	Ferguson Enterprises, Inc.	Plumbing Supplies	Maintenance	146
93070	1/22/09	AA Equipment	Automotive Repair Parts	Maintenance	716
93078	1/22/09	Hawthorne Lift Systems	Automotive Repair Parts	Maintenance	127
93082	1/22/09	Florence Filter Corp.	HVAC Filters	Maintenance	3,610
93107	1/22/09	Home Depot	Batteries	Maintenance	82
93129	1/22/09	Bingham Heating and Air, Inc.	Boiler Emergency Repair	Maintenance	3,767
93142	1/23/09	Home Depot	Maintenance Supplies	Maintenance	289
93143	1/23/09	Floyd & Howerton Plumbing Inc.	Plumbing Supplies	Maintenance	200
93160	1/26/09	Peerless Materials Company	Maintenance Towels	Maintenance	559
93177	1/26/09	Freestyle Photographic Supplies	Photographic Equipment	Maintenance	446
93179	1/26/09	Arctic Supply	HVAC Components	Maintenance	340
93183	1/26/09	Willy's Electronic Supply Co., Inc.	Electronic Supplies	Maintenance	81
93193	1/26/09	County Burner & Machinery Corp	Pool Heater Repair	Maintenance	3,400
93186	1/26/09	Mason's Saw & Lawn Mower	Automotive Repair Parts	Maintenance	94
93224	1/27/09	MSC Industrial Supply	Maintenance Supplies	Maintenance	465
93239	1/28/09	Dunn-Edwards Paints	Paint & Supplies	Maintenance	909
93246	1/28/09	Intermountain Lock & Supply	Key Machine	Maintenance	761
93259	1/28/09	Mc Master-Carr Supply Company	Plumbing Supplies	Maintenance	2,027
93265	1/29/09	Nexgen	Maintenance Supplies	Maintenance	1,188
93272	1/29/09	Material Sales Inc	Maintenance Supplies	Maintenance	1,597
93273	1/29/09	Earle M. Jorgensen	Maintenance Supplies	Maintenance	943
93278	1/29/09	Graybar Electric Company	Electronic Supplies	Maintenance	903
93293	1/30/09	Frazee Industries	Paint & Supplies	Maintenance	973
93307	1/30/09	Arctic Supply	HVAC Repair Parts	Maintenance	79
93308	1/30/09	California Electric Supply	Electrical Supplies	Maintenance	383
93309	1/30/09	Graybar Electric Company	Electrical Components	Maintenance	1,573
93315	1/30/09	Hawthorne Machinery Co.	Automotive Repair Parts	Maintenance	746
93335	02/02/09	Knorr Systems	Maintenance Supplies	Maintenance	456
93351	02/03/09	Newest Construction Company	Replacement of Transformers	Maintenance	79,833
93366	02/04/09	Hawthorne Machinery Co.	Grease Block	Maintenance	427
93368	02/04/09	Grainger	Maintenance Supplies	Maintenance	38
93377	02/04/09	Southland Technology	Projector Lamps	Maintenance	2,374
93378	02/04/09	Kirk Paving Inc	Repair Parking Lots	Maintenance	97,343
93409	02/05/09	Home Depot	Supplies for Maintenance	Maintenance	764
93412	02/05/09	Carrier Corporation	Repair York Chiller	Maintenance	1,297
93413	02/05/09	Alcatraz Lock & Key	Lock Services	Maintenance	191
93436	02/05/09	Mc Master-Carr Supply Company	Maintenance Supplies	Maintenance	72
93470	02/06/09	MSC Industrial Supply	Maintenance Supplies	Maintenance	430
93482	02/06/09	Crest Industrial Service	HVAC Supplies	Maintenance	2,041
93483	02/06/09	Chula Vista Alarm Co	Alarm Services	Maintenance	75
93484	02/06/09	Chula Vista Alarm Co	Alarm Services	Maintenance	33
93486	02/06/09	Honeywell Inc.	Maintenance Services	Maintenance	542
93490	02/09/09	John Tessitore Concrete Inc.	Concrete	Maintenance	3,265
93500	02/09/09	A1 Golf Cars	Auto Parts and Supplies	Maintenance	751
93518	02/09/09	Southland Technology	Dalite Projection Screens	Maintenance	806
93548	02/11/09	United Rentals	Auto Parts and Supplies	Maintenance	38
93565	02/11/09	Honeywell Inc.	Repairs Main Campus Fire System	Maintenance	7,475
93213	1/27/09	Copy Link, Inc.	Copy Equipment Supplies	Multimedia Services	668
93180	1/28/09	VQS Enterprises	Class Schedules, Reprint SP09	Office of Instruction	500
93026	1/16/09	Presstek Inc.	Printing Supplies	Office Support Services	170
93083	1/22/09	William Watts	Consulting Services, Postal	Office Support Services	3,969
93474	02/06/09	Copy Link, Inc.	Staples	Office Support Services	353
93216	1/27/09	Creation Engine, L.L.C.	Computer Software	Online Learning Center	480
93058	1/20/09	Gabriel Urias	Travel Reimbursement	Outreach	140
93059	1/20/09	Gonzalo J. Quintero	Travel Reimbursement	Outreach	1,080
93061	1/20/09	Antonio Zesafi	Travel Reimbursement	Outreach	140
93379	02/04/09	National Council for Community & Ed	Conference Registration Fees	Outreach	2,085
93573	02/11/09	More Direct Inc	Computer Peripherals	Outreach	130
93596	02/12/09	Fernando A. Poveda	Mileage Reimbursement	Outreach	229
93525	02/10/09	Fernando A. Poveda	Expense Reimbursement	Outreach	8
93066	1/22/09	Phoenix Group	Parking Citation Processing	Parking Services	888
93157	1/28/09	Metropolitan Life Insurance Company	TSA Payment	Payroll	1,200
93210	1/27/09	Dell Marketing L.P.	Printer Components	Payroll	181
93340	02/02/09	Nevada L. Smith	Returned ACH Item Account Closed	Payroll	4,577

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93487	02/06/09	Gary D. Bulkin	Returned ACH Item Account Closed	Payroll	1,497
93526	02/10/09	Georgina Hodges	Returned ACH Item Account Closed	Payroll	730
93578	02/11/09	Chad J. Thomas	Reissue Overage Warrant	Payroll	592
93594	02/12/09	Lori A. Gorton	Mileage Reimbursement	Payroll	54
93241	1/28/09	United Parcel Service	Parcel Services	Purchasing	51
93332	02/02/09	Janet L. Polite	Travel Reimbursement	Purchasing	26
B1475	1/22/09	Federal Express	Express Postal Services	Purchasing	250
B1476	1/22/09	Federal Express	Express Postal Services	Purchasing	150
B1477	1/27/09	Federal Express	Express Postal Services	Purchasing	275
B1479	1/29/09	Federal Express	Express Postal Services	Purchasing	175
93270	1/29/09	Sharp Rees Stealy Medical Ctrs	Medical Services	Risk Management	69
93178	1/26/09	Complete Office	Office Supplies	ROP	355
93075	1/22/09	Jennifer James-Simonson	Ergonomic Office Equipment	Safety	574
93148	1/23/09	More Direct Inc	Toner Cartridges	Safety	771
93200	1/26/09	More Direct Inc	Ergonomic Computer Peripherals	Safety	52
93281	1/30/09	Occupational Services Inc	Safety Equipment Installation	Safety	2,238
93298	1/30/09	Ocean Blue Environmental	Biomedical Waste Disposal Services	Safety	280
93328	02/02/09	State Board of Equalization	Waste Generator Fee	Safety	191
93333	02/02/09	Pacific Ergonomics	Furniture	Safety	678
93517	02/09/09	Bevis Respirator Consultants	Fit Testing and Training	Safety	1,600
93564	02/11/09	Cintas Fire Protection	Repair Fire System	Safety	3,905
93424	02/05/09	ASBDC	Membership	SBDC	5,217
93506	02/09/09	Debbie P. Trujillo	Advance Travel	SBDC	1,305
93507	02/09/09	Debbie P. Trujillo	Travel Reimbursement	SBDC	241
93508	02/09/09	Debbie P. Trujillo	Travel Reimbursement	SBDC	413
93087	1/22/09	GR Catering Inc	Business/Expense Related	SBDC Network	385
93144	1/23/09	Imperial Valley College	Services per Sub recipient Agreement	SBDC Network	28,147
93184	1/26/09	Miracosta Community College	Services per Sub recipient Agreement	SBDC Network	46,903
93161	1/26/09	Data Solutions	Annual Software Renewal	SBDC	1,353
93162	1/28/09	Asian Business Association	Membership Renewal	SBDC	125
93164	1/26/09	Olney Mesa Chamber of Commerce	Membership Renewal	SBDC	75
93168	1/28/09	More Direct Inc	Computer Peripherals	SBDC	485
93204	1/27/09	American Express	Airfare	SBDC	329
93250	1/28/09	Complete Office	Office Supplies	SBDC	112
93256	1/28/09	Office Depot Business Services Division	Office Supplies	SBDC	409
93289	1/30/09	VIP World Inc	Business/Expense Related	SBDC	144
93360	02/03/09	Hewlett Packard Company	Computers and Peripherals	SBDC	2,477
93371	02/04/09	More Direct Inc	Computer Peripherals	SBDC	70
93391	02/04/09	Asia the Journal of Culture & Comme	Subscription	SBDC	75
93476	02/06/09	National City Chamber of Commerce	Conference Registration Fees	SBDC	75
93509	02/09/09	Maria E. Martinez	Travel Reimbursement	SBIS	149
93463	02/06/09	SCEA	Reimburse SCEA	SCEA	4,867
93022	1/16/09	Grainger	Safety Cabinet	School of Applied Technology & Learning Assistance	690
93057	1/20/09	David M. Preciado	Travel Reimbursement	School of Applied Technology & Learning Assistance	105
93145	1/23/09	A&E Home Video	Educational Videos	School of Applied Technology & Learning Assistance	81
93175	1/26/09	Olsen Safety Equipment	Safety Supplies	School of Applied Technology & Learning Assistance	819
93238	1/28/09	Sehi Computer Products Inc	Computer Peripherals	School of Applied Technology & Learning Assistance	782
93248	1/28/09	Simply the Best Promotions	Promotional Items	School of Applied Technology & Learning Assistance	993
93258	1/28/09	OCB Reprographics	Bond Paper	School of Applied Technology & Learning Assistance	819
93019	1/16/09	B & H Photo Video, Inc.	Photographic Equipment	School of Arts & Communication	11,430
93032	1/16/09	B & H Photo Video, Inc.	Photographic Equipment	School of Arts & Communication	1,079
93035	1/16/09	Stark Mfg. Co.	Art Supplies	School of Arts & Communication	542
93036	1/16/09	Squires Bolt Material Co	Art Supplies	School of Arts & Communication	193
93067	1/22/09	Pacific Pro Audio	Audio Equipment	School of Arts & Communication	3,245
93076	1/22/09	Guitar Center, Inc.	Instruments & Audio Equipment	School of Arts & Communication	2,640
93080	1/22/09	Alvin D. Angelas	Expense Reimbursement	School of Arts & Communication	35
93091	1/22/09	B & H Photo Video, Inc.	Photographic Accessories	School of Arts & Communication	1,514
93093	1/22/09	Max G. Branscomb, II	Expense Reimbursement	School of Arts & Communication	183
93094	1/22/09	National Newspaper Association	Membership Fee	School of Arts & Communication	200
93095	1/22/09	Max G. Branscomb, II	Student Competition Fees	School of Arts & Communication	753
93096	1/22/09	Pacific Pro Audio	Studio Equipment	School of Arts & Communication	2,534
93108	1/22/09	Joseph Howell	Consultant, Musical Performer	School of Arts & Communication	100
93113	1/22/09	Marisol Nunez	Consultant, Stage Manager	School of Arts & Communication	400
93130	1/23/09	Max G. Branscomb, II	Student Competition, Meals	School of Arts & Communication	222
93133	1/23/09	Farhad Bahrami	Consultant, Performer	School of Arts & Communication	500
93154	1/23/09	Max G. Branscomb, II	Travel Reimbursement	School of Arts & Communication	262
93181	1/26/09	Pacific Pro Audio	Audio Equipment	School of Arts & Communication	3,854
93182	1/26/09	Guitar Center, Inc.	Music Instruments	School of Arts & Communication	750
93211	1/27/09	Graphic Chemical & Ink Co.	Art Supplies	School of Arts & Communication	86
93247	1/28/09	Intra Link Communications Inc	Network Improvements	School of Arts & Communication	5,139
93254	1/28/09	Unisource	Butcher Paper	School of Arts & Communication	94
93283	1/30/09	Gabriel Johnston	Piano Installation	School of Arts & Communication	547
93305	1/30/09	Sandra Cortez	Expense Reimbursement	School of Arts & Communication	154
93345	02/03/09	Doubletree Hotel Sacramento	Lodging for JACC Convention	School of Arts & Communication	5,612
93346	02/03/09	JACC	Conference Registration Fees	School of Arts & Communication	5,400
93347	02/03/09	Enterprise Rent a Car	Passenger Van Rental	School of Arts & Communication	862
93361	02/03/09	Society of Professional Journalists	Entry Fees	School of Arts & Communication	216
93395	02/04/09	Luis A. Bohorquez	Expense Reimbursement	School of Arts & Communication	1,145
93399	02/05/09	Mark E. Pentilescu	Expense Reimbursement	School of Arts & Communication	38
93401	02/05/09	Anne M. Wolf	Expense Reimbursement	School of Arts & Communication	160
93407	02/05/09	Home Depot	Supplies for Theatre Shop	School of Arts & Communication	102

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93408	02/05/09	Home Depot	Supplies for Show	School of Arts & Communication	112
93431	02/05/09	Unisource	Paper Supplies	School of Arts & Communication	511
93450	02/05/09	Wenger Corp.	Versa Deck and Accessories	School of Arts & Communication	2,236
93452	02/05/09	Airgas West	Welding Supplies	School of Arts & Communication	244
93466	02/06/09	John O. Lewis	Expense Reimbursement	School of Arts & Communication	121
93467	02/06/09	Max G. Branscomb, II	Expense Reimbursement	School of Arts & Communication	127
93468	02/06/09	Dell Marketing L.P.	Lithium Battery	School of Arts & Communication	145
93501	02/09/09	D & D Tool & Supply	Chuck Key	School of Arts & Communication	16
93557	02/11/09	Greene Music	Spyder Dolly	School of Arts & Communication	820
93574	02/11/09	Stark Mfg. Co.	Canvas	School of Arts & Communication	542
93586	02/12/09	B & H Photo Video, Inc.	Photography Supplies and Equipment	School of Arts & Communication	558
93598	02/12/09	Graphic Chemical & Ink Co.	Art Supplies	School of Arts & Communication	40
93591	02/12/09	Rio Grande	Art Supplies	School of Arts & Communication	213
93021	1/16/09	Staples Business Advantage	Office Supplies	School of Business & Information Systems	121
93028	1/16/09	Troxell Communications	Portable Sound System	School of Business & Information Systems	97
93029	1/16/09	Southland Technology	Computer Peripherals	School of Business & Information Systems	1,259
93031	1/16/09	Gezekian Computing Inc	Computer Peripherals	School of Business & Information Systems	1,177
93065	1/22/09	West Group	Publications	School of Business & Information Systems	3,995
93071	1/22/09	Apple Computer, Inc.	Computer Peripherals	School of Business & Information Systems	1,955
93073	1/22/09	Testout Corporation	Computer Training Software	School of Business & Information Systems	553
93077	1/22/09	Southland Technology	Specialty Software	School of Business & Information Systems	284
93097	1/22/09	California Electric Supply	Electrical Supplies	School of Business & Information Systems	1,721
93110	1/22/09	Ellen C. Baum	Expense Reimbursement	School of Business & Information Systems	66
93111	1/22/09	Ellen C. Baum	Expense Reimbursement	School of Business & Information Systems	40
93176	1/26/09	Willy's Electronic Supply Co., Inc.	Electronic Supplies	School of Business & Information Systems	503
93201	1/26/09	RSCCD/WPLRC	Assessment Testing Software	School of Business & Information Systems	18,000
93249	1/28/09	Willy's Electronic Supply Co., Inc.	Multipurpose Work Center	School of Business & Information Systems	366
93294	1/30/09	Willy's Electronic Supply Co., Inc.	Electronic Supplies	School of Business & Information Systems	1,044
93397	02/04/09	More Direct Inc	Computer Peripherals	School of Business & Information Systems	1,485
93476	02/06/09	Testout Corporation	Computer Software	School of Business & Information Systems	872
93541	02/10/09	Southland Technology	Computer Peripherals	School of Business & Information Systems	1,327
93542	02/10/09	More Direct Inc	Computer Peripherals	School of Business & Information Systems	2,479
93030	1/16/09	Noel-Levitz, Inc.	Online Surveys	School of Counseling & Personal Development	7,445
93147	1/23/09	SWC Student Services	Sponsorship, MLK Jr. Breakfast	School of Counseling & Personal Development	250
93251	1/28/09	Altegra Print & Imaging	Printing, Transfer Center Flyers	School of Counseling & Personal Development	836
93024	1/16/09	Venus Textiles Inc.	Athletic Supplies	School of Health Exercise Science & Athletics	1,881
93025	1/16/09	Forestry Suppliers	Athletic Equipment	School of Health Exercise Science & Athletics	2,674
93027	1/16/09	California Ultimate Designs	Athletic Uniforms	School of Health Exercise Science & Athletics	3,372
93068	1/22/09	VanSports, LLC	Athletic Uniforms	School of Health Exercise Science & Athletics	1,230
93092	1/22/09	Coastal Training Technologies	Training Media	School of Health Exercise Science & Athletics	2,855
93098	1/22/09	Sport Supply Group, Inc.	Athletic Equipment	School of Health Exercise Science & Athletics	618
93116	1/22/09	Christopher Happ	Officials Fees	School of Health Exercise Science & Athletics	96
93117	1/22/09	Raggie Hernandez	Officials Fees	School of Health Exercise Science & Athletics	96
93118	1/22/09	Matt Adams	Officials Fees	School of Health Exercise Science & Athletics	96
93119	1/22/09	Matt Adams	Officials Fees	School of Health Exercise Science & Athletics	96
93120	1/22/09	Sam Wilson, Jr.	Officials Fees	School of Health Exercise Science & Athletics	96
93121	1/22/09	Manuel Horner	Officials Fees	School of Health Exercise Science & Athletics	96
93122	1/22/09	Ty Lipscomb	Officials Fees	School of Health Exercise Science & Athletics	96
93123	1/22/09	Thomas Jacobi	Officials Fees	School of Health Exercise Science & Athletics	96
93124	1/22/09	Danny O'Collins	Officials Fees	School of Health Exercise Science & Athletics	96
93127	1/22/09	Sportland Team Sports	Athletic Uniforms	School of Health Exercise Science & Athletics	3,282
93158	1/26/09	Supreme Audio	Studio Sound System	School of Health Exercise Science & Athletics	1,873
93373	02/04/09	Enterprise Rent a Car	Passenger Van Rental	School of Health, Exercise Science & Athletics	409
93374	02/04/09	Enterprise Rent a Car	Passenger Van Rental	School of Health, Exercise Science & Athletics	85
93446	02/05/09	Enterprise Rent a Car	Passenger Van Rental	School of Health, Exercise Science & Athletics	259
93446	02/05/09	Enterprise Rent a Car	Passenger Van Rental	School of Health, Exercise Science & Athletics	259
93447	02/05/09	Enterprise Rent a Car	Passenger Van Rental	School of Health, Exercise Science & Athletics	259
93456	02/05/09	Enterprise Rent a Car	Passenger Van Rental	School of Health, Exercise Science & Athletics	237
93457	02/05/09	Enterprise Rent a Car	Passenger Van Rental	School of Health, Exercise Science & Athletics	259
93458	02/05/09	Enterprise Rent a Car	Passenger Van Rental	School of Health, Exercise Science & Athletics	409
93529	02/10/09	Emile Nicolaou	Officials Fee	School of Health, Exercise Science & Athletics	96
93530	02/10/09	Alex Washington	Officials Fee	School of Health, Exercise Science & Athletics	96
93531	02/10/09	Richard Davila	Officials Fee	School of Health, Exercise Science & Athletics	96
93532	02/10/09	Paul Packard	Officials Fee	School of Health, Exercise Science & Athletics	96
93533	02/10/09	Greg Garner	Officials Fee	School of Health, Exercise Science & Athletics	96
93534	02/10/09	Roberto Guerrero	Officials Fee	School of Health, Exercise Science & Athletics	96
93535	02/10/09	Scarlett Dalgleish	Officials Fee	School of Health, Exercise Science & Athletics	96
93536	02/10/09	Therisa Cash	Officials Fee	School of Health, Exercise Science & Athletics	96
93537	02/10/09	Tami Mason	Officials Fee	School of Health, Exercise Science & Athletics	96
93550	02/11/09	Dan Fauth	Officials Fee	School of Health, Exercise Science & Athletics	96
93551	02/11/09	Mike Morrow	Officials Fee	School of Health, Exercise Science & Athletics	96
93552	02/11/09	David Hardage, Jr.	Officials Fee	School of Health, Exercise Science & Athletics	146
93553	02/11/09	Bruce Helsing	Officials Fee	School of Health, Exercise Science & Athletics	146
93554	02/11/09	Bob Gural	Expense Reimbursement	School of Health, Exercise Science & Athletics	103
93555	02/11/09	Dan Esqueda	ATHLETIC EQUIPMENT,	School of Health, Exercise Science & Athletics	103
93556	02/11/09	Kurt Lebrun	ATHLETIC EQUIPMENT,	School of Health, Exercise Science & Athletics	183
93568	02/11/09	John Reid	Officials Fee	School of Health, Exercise Science & Athletics	96
93569	02/11/09	Scott Jordan	Officials Fee	School of Health, Exercise Science & Athletics	183
93579	02/11/09	Coach America	Charter Bus Services	School of Health, Exercise Science & Athletics	850
93580	02/12/09	Sam Wilson, Jr.	Officials Fee	School of Health, Exercise Science & Athletics	96
93581	02/12/09	Gerard Alstadter	Officials Fee	School of Health, Exercise Science & Athletics	96

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93582	02/12/09	Mike McCarthy	Officials Fee	School of Health, Exercise Science & Athletics	96
93583	02/12/09	Neil Turner	Officials Fee	School of Health, Exercise Science & Athletics	103
93584	02/12/09	Michael Greenstein	Officials Fee	School of Health, Exercise Science & Athletics	96
93231	1/27/09	Daniel L. Moody	Expense Reimbursement	School of Language & Literature	62
93232	1/27/09	Eliana F. Santana, Ed.D.	Expense Reimbursement	School of Language & Literature	81
93275	1/29/09	Donna Brinton	Consulting Services, ESL Workshop	School of Language & Literature	1,151
93296	1/30/09	Education to Go	TRAINING AND SEMINARS	School of Language & Literature	55
93343	02/02/09	Eileen Zamora	Travel Reimbursement	School of Language and Literature	528
93384	02/04/09	American Express	Airfare	School of Language and Literature	139
93454	02/05/09	Dell Marketing L.P.	Computer Peripherals	School of Language and Literature	37
93514	02/09/09	Angelina Stuart	Travel Reimbursement	School of Language and Literature	1,230
93545	02/10/09	American Express	Airfare	School of Language and Literature	159
93060	1/20/09	Nouna M. Bakhiet	Travel Reimbursement	School of Math Science & Engineering	800
93115	1/22/09	Rosana K. Pedroza	Expense Reimbursement	School of Math Science & Engineering	246
93135	1/23/09	Guillermo E. Felizardo	Expense Reimbursement	School of Math Science & Engineering	5
93159	1/26/09	Ward's Natural Science, Inc.	Scientific Supplies	School of Math Science & Engineering	121
93171	1/26/09	Carolina Biological Supply Company	Scientific Supplies	School of Math Science & Engineering	342
93172	1/26/09	FAES	Scientific Supplies	School of Math Science & Engineering	160
93173	1/26/09	Biorad Laboratories	Scientific Supplies	School of Math Science & Engineering	165
93174	1/26/09	Sigma Aldrich, Inc.	Scientific Supplies	School of Math Science & Engineering	1,105
93226	1/27/09	Ken Yanow	Travel Reimbursement	School of Math Science & Engineering	980
93235	1/27/09	Southland Technology	ThinkPad Tablets	School of Math Science & Engineering	6,145
93253	1/28/09	VWR International	Scientific Supplies	School of Math Science & Engineering	1,799
93257	1/28/09	Office Depot Business Services Division	Office Supplies	School of Math Science & Engineering	377
93311	1/30/09	ACMA Computers	Computer System	School of Math Science & Engineering	3,893
93320	02/02/09	Southland Technology	Computer Software	School of Math Science & Engineering	418
93327	02/02/09	Duds by Dudes	Promotional Items	School of Math Science & Engineering	1,099
93348	02/03/09	Rosana K. Pedroza	Expense Reimbursement	School of Math Science & Engineering	162
93355	02/03/09	Allison J. Green	Expense Reimbursement	School of Math Science & Engineering	69
93356	02/03/09	Matthew J. Millus	Expense Reimbursement	School of Math Science & Engineering	191
93367	02/04/09	einstruction	Educational Supplies	School of Math Science & Engineering	2,417
93389	02/04/09	VWR International	Scientific Supplies	School of Math Science & Engineering	308
93417	02/05/09	Federal Express	Express Mailing Services	School of Math Science & Engineering	25
93441	02/05/09	Sigma Aldrich, Inc.	Scientific Supplies	School of Math Science & Engineering	74
93451	02/05/09	Carolina Biological Supply Company	Scientific Supplies	School of Math Science & Engineering	62
93473	02/06/09	Hardy Diagnostics	Educational Supplies	School of Math Science & Engineering	166
93481	02/06/09	The Gallup Organization	Strength quest Codes	School of Math Science & Engineering	750
93195	1/26/09	Skulls Unlimited	Educational Items	School of Social Sciences & Humanities	338
93215	1/27/09	Troxell Communications	Portable PA System	School of Social Sciences & Humanities	608
93337	02/02/09	Viera Giraffe	Expense Reimbursement	School of Social Sciences & Humanities	103
93497	02/09/09	Coast Learning Systems	Video Supplies	School of Social Sciences & Humanities	818
93284	1/30/09	James G. Schallin	Expense Reimbursement	SDCOC	1,347
93511	02/09/09	James G. Schallin	Travel Reimbursement	SDCOC	25
93546	02/10/09	Frances A. Sediacek	Travel Reimbursement	SDCOC	11
93125	1/22/09	Verizon Wireless	Replacement Cellular Phone	Student Activities	50
93163	1/26/09	Enterprise Rent a Car	Passenger Van Rental	Student Activities	172
93297	1/30/09	American Express	Airfare	Student Activities	258
93299	1/30/09	Arle Ricasa	Travel Reimbursement	Student Activities	298
93302	1/30/09	Craig L. Moffat	Travel Reimbursement	Student Activities	298
93485	02/06/09	CAMFT	Membership	Student Activities	80
93489	02/09/09	All Source Tile, Inc.	Install Tile in Student Center	Student Activities	70,650
93539	02/10/09	CCCSAA	Conference Registration Fees	Student Activities	200
93072	1/22/09	Strata Information Group	CSS Consulting Services	Student Affairs	20,880
93063	1/20/09	Raj Chopra	Travel Reimbursement	Superintendent/President	176
93074	1/22/09	Chula Vista Rotary Club	Membership Dues	Superintendent/President	285
93089	1/22/09	SWC Cafeteria	Business/Expense Related	Superintendent/President	201
93128	1/22/09	Community College League of Ca	Conference Registration	Superintendent/President	70
93191	1/28/09	Rutan & Tucker LLP	Consulting Services, Legal	Superintendent/President	54
93192	1/28/09	Garcia Calderon & Ruiz LLP	Consulting Services, Legal	Superintendent/President	4,027
93277	1/29/09	Capitol Enquiry Inc.	Publication	Superintendent/President	17
93278	1/29/09	West Group	Subscription Renewal	Superintendent/President	283
93280	1/30/09	College Entrance Examination Board	Membership Dues	Superintendent/President	325
93349	02/03/09	Miller Brown Dannis Attorneys	Legal Services	Superintendent/President	9,397
93455	02/05/09	West Group	Subscription	Superintendent/President	50
93523	02/10/09	Federal Express	Express Mailing Services	Superintendent/President	30
93041	1/16/09	SWC Campus Store	Bookstore Merchandise	Various	280
93054	1/20/09	American Express	Airfare	Various	748
93055	1/20/09	American Express	Airfare	Various	602
93167	1/26/09	Copy Link, Inc.	Toner Cartridges	Various	225
93208	1/27/09	Office Depot Business Services Division	Office Supplies	Various	256
93208	1/27/09	Office Depot Business Services Division	Office Supplies	Various	412
93219	1/27/09	Home Depot	Tools & Supplies	Various	1,554
93233	1/27/09	Office Depot Business Services Division	Office Supplies	Various	334
93334	02/02/09	Complete Office	Office Supplies	Various	201
93358	02/03/09	Office Depot Business Services Division	Office Supplies	Various	993
93359	02/03/09	American Express	Airfare	Various	666
93397	02/04/09	Staples Business Advantage	Office Supplies	Various	128
93448	02/05/09	Office Depot Business Services Division	Office Supplies	Various	400
93449	02/05/09	Office Depot Business Services Division	Office Supplies	Various	168
93543	02/10/09	Sehl Computer Products Inc	Toner Cartridges	Various	1,731
93587	02/12/09	More Direct Inc	Computer Peripherals	Various	1,548

SWC Purchase Order/ Blanket Order Report
March 11, 2009
Sorted by Department

93589	02/12/09	Office Depot Business Services Division	Office Supplies	Various	716
93590	02/12/09	Office Depot Business Services Division	Office Supplies	Various	1,548
93597	02/12/09	Office Depot Business Services Division	Office Supplies	Various	443
93103	1/22/09	Void	Void	Void	-
93194	1/26/09	Void	Void	Void	-
93316	1/30/09	Void	Void	Void	-
93375	02/04/09	Void	Void	Void	-
93398	02/05/09	Void	Void	Void	-
93519	02/09/09	Void	Void	Void	-
93585	02/12/09	Linda R. Jackson	Consultant	VP for Human Resources	420
93341	02/02/09	CCCCSSAA	Institutional Dues	VP for Student Affairs	300
93512	02/09/09	Angelica L. Suarez, Ph.D	Travel Reimbursement	VP for Student Affairs	51
93570	02/11/09	Federal Express	Express Mailing Services	VTEA	25
93080	1/22/09	Better Office Supply, Inc.	Office Supplies	Warehouse	593
93081	1/22/09	Office Depot Business Services Division	Office Supplies	Warehouse	249
93137	1/23/09	WestAir Gases and Equipment Inc	Specialty Gases	Warehouse	186
93138	1/23/09	WestAir Gases and Equipment Inc	Specialty Gases	Warehouse	252
93321	02/02/09	Advantage Business Equipment	Office Equipment	Warehouse	319
93322	02/02/09	Advantage Business Equipment	Office Equipment	Warehouse	337
93323	02/02/09	Tool Depot	Blade Sharpening	Warehouse	153
93324	02/02/09	D & D Tool & Supply	Sharpen Chisels	Warehouse	63
93325	02/02/09	Digital I/O Lic	Repair Printer	Warehouse	109
93326	02/02/09	D & D Tool & Supply	Sharpen Paper Machine Knife	Warehouse	17
93402	02/05/09	Mhz Communications	Repair of Radio	Warehouse	100
93403	02/05/09	Broding's Battery Warehouse	Repair of Starter	Warehouse	113
93502	02/09/09	Advantage Business Equipment	Office Equipment	Warehouse	178

ITEM #13 J

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
PAYMENT OF BILLS

FUND	DATE	WARRANT OR BANK CHECK NUMBERS		SUB-TOTAL AMOUNT	TOTAL
PROP. AA					
(Fund 10)	1/6/2009	205634	205637	\$ 16,983.75	
	1/7/2009	205680	205680	\$ 4,848.19	
	1/8/2009	205718	205720	\$ 2,182.97	
	1/12/2009	205768	205769	\$ 567,931.30	
	1/13/2009	205806	205815	\$ 96,548.43	
	1/14/2009	205882	205887	\$ 35,777.47	
	1/15/2009	205953	205959	\$ 27,343.20	
	1/16/2009	206004	206009	\$ 42,544.59	
	1/20/2009	206062	206065	\$ 27,038.46	
	1/21/2009	206100	206103	\$ 172.20	
	1/22/2009	206118	206119	\$ 11,255.87	
	1/23/2009	206409	206410	\$ 4,594.46	
	1/26/2009	206440	206442	\$ 5,676.26	
	1/27/2009	206510	206513	\$ 14,470.45	
	1/28/2009	206552	206553	\$ 12,550.11	
	1/29/2009	206570	206574	\$ 118,935.46	
	1/30/2009	206617	206620	\$ 16,008.57	
Sub-Total				\$ 1,004,861.74	
SELF INSURANCE					
(Fund 16)	1/6/2009	205639	205640	\$ 108,978.00	
	1/29/2009	206575	206575	\$ 54,489.00	
Sub-Total				\$ 108,978.00	
FOUNDATION TRUST					
(Fund 20)	1/13/2009	205825	205825	\$ 8,900.00	
Sub-Total				\$ 8,900.00	
BOOKSTORE		47143	47210	\$ 273,030.14	
Sub-Total				\$ 273,030.14	
FOOD SERVICES		12041	12072	\$ 45,465.45	
Sub-Total				\$ 45,465.45	
<u>TOTAL DISBURSEMENT BY WARRANT/CHECK FOR THE PERIOD:</u>					<u>\$ 9,217,149.40</u>

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
PAYMENT OF BILLS

PERIOD: JANUARY 1-31, 2009

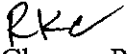
FUND		DATE	WARRANT OR BANK CHECK NUMBERS		SUB-TOTAL AMOUNT	TOTAL
GENERAL	PAYROLL		652937	653735		
			654452	654462		
			412433	413134	\$ 1,892,008.15	
			664799	664876		
			442814	443398	\$ 4,155,340.67	
		Sub-Total			\$ 6,047,348.82	
GENERAL FUND COMMERCIAL						
(Fund 01)	1/6/2009	205613	205633	\$ 80,005.10		
	1/7/2009	205641	205678	\$ 35,106.35		
	1/8/2009	205682	205717	\$ 112,724.01		
	1/12/2009	205721	205767	\$ 91,027.17		
	1/13/2009	205771	205805	\$ 43,806.42		
	1/14/2009	205826	205881	\$ 148,737.56		
	1/15/2009	205889	205952	\$ 52,628.02		
	1/16/2009	205962	206003	\$ 22,652.70		
	1/21/2009	206010	206061	\$ 221,405.18		
	1/21/2009	206067	206099	\$ 174,853.04		
	1/22/2009	206104	206117	\$ 72,708.91		
	1/22/2009	206120	206366	\$ 10,022.50		
	1/23/2009	206367	206408	\$ 41,695.55		
	1/26/2009	206411	206439	\$ 21,375.59		
	1/27/2009	206447	206509	\$ 47,112.09		
	1/28/2009	206515	206551	\$ 105,777.63		
	1/29/2009	206554	206569	\$ 157,413.34		
	1/30/2009	206576	206616	\$ 50,978.17		
Sub-Total				\$ 1,490,029.33		
CAPITAL OUTLAY						
(Fund 05)	1/6/2009	205638	205638	\$ 5,975.35		
	1/7/2009	205681	205681	\$ 740.00		
	1/12/2009	205770	205770	\$ 40,429.80		
	1/13/2009	205816	205824	\$ 121,263.75		
	1/14/2009	205888	205888	\$ 942.00		
	1/15/2009	205960	205961	\$ 6,115.15		
	1/20/2009	206066	206066	\$ 1,044.63		
	1/26/2009	206443	206446	\$ 56,287.24		
	1/27/2009	206514	206514	\$ 4,996.00		
	1/30/2009	206621	206621	\$ 742.00		
Sub-Total				\$ 238,535.92		

ITEM #14

MEMORANDUM

March 11, 2009

TO: Members of the Governing Board
Southwestern Community College District

FROM:  Raj K. Chopra, Ph.D.
Superintendent/President

SUBJECT: Recommendation of Appointments to the Prop R Citizens Oversight Committee

RECOMMENDATION

Recommend appointment of the individuals listed below to the Prop R Citizens Oversight Committee in accordance with the established bylaws. At the first meeting of the committee, five members will be appointed for a 2-year term and two members for a 1-year term commencing on the date of the first meeting of the committee.

- Student Representative – Kenia Lopez
- Business Community Representative – David Adams
- Senior Citizens Organization – Joe David Casillas
- Taxpayer Association – Rebecca Kelley
- Support Organization for SWC/Foundation – Peter Mabrey
- Community Members at Large – (1) David Krough (2) Michael Rahm

OVERVIEW

The District solicited applications for membership on the Prop R Citizens Oversight Committee by advertising in the San Diego Union-Tribune, La Prensa and the San Diego Daily Transcript. It was also posted on our website and marquee on H Street and Otay Lakes Road. The closing date for the applications was February 11, 2009, at 4:30 p.m.

A total of 20 applications were received, which were reviewed by a task group consisting of the Vice President for Student Affairs, Acting Vice President for Business and Financial Affairs, Senior Director of Business Operations and Facilities Planning, Director of Human Resources and myself.

Each application was reviewed thoroughly using the approved San Diego Taxpayer Association Guidelines, which was approved by the Governing Board. In addition, the task group discussed each applicant's background and also considered and based its recommendations for appointment on diversity in background, experience, residence/city, and affiliation with organizations/groups.

After consideration of the applicants, the task group is recommending appointment of the above-listed individuals to the committee and is submitting a summary of qualifications of each applicant.

RKC:JW:MG

Citizens Oversight Committee

Selected by Committee and Assignment

Kenia Lopez Student Rep	Member of the ASO Executive Board. Only student submitting an application/current student from Southwestern College. (Resident of Chula Vista)
* Rebecca Kelley Taxpayers Rep	San Diego Taxpayers Association and was strongly recommended by the agency which endorsed Prop R providing oversight on \$2.6 million budget for the County of San Diego. (Resident of Chula Vista)
* Joe David Casillas Senior Citizens Organization Rep.	Registered professional engineer. Was involved with military construction. Real estate brokers license. Served on Sweetwater Oversight Committee, member of the Chula Vista Planning Committee. (Resident of Chula Vista)
Peter Mabrey Foundation Rep	Medical clinic construction experience. Served on City of Chula Vista Urban Core Specific Plan, member of Southwestern College Foundation. (Resident of Chula Vista)
* David Adams Business Rep	General contracting experience, construction experience with schools. Project manager experience with large construction projects. Understands construction techniques and construction scheduling and budgets. (Resident of Bonita)
* David Krough At Large Community Member	Business and finance background, accounting financial analyst, management and fiscal accounting. Sits on the City of Chula Vista Committee for Compliance Review. (Resident of Chula Vista)
* Michael Rahm At Large Community Member	Educational degree at the undergraduate and graduate level in economics, financial management, real estate finance, general management and investment management. Background in project management residential and commercial finance, financial investment management. (Resident of Coronado)

*Has additional expertise in one or more the following areas:

- Large scale construction operations
- Municipal/public finance matters
- Multiple years with public agency budgeting
- Construction related project management
- Real estate acquisitions or sales

Citizens Oversight Committee

**Other Applicants and
Requested Assignment**

Patric Chavez
At Large Community
Member

Real Estate Asset Department/Bank and Trust
Auditor- Over 20 years in real estate business.
(Resident of Chula Vista)

Mitch Thompson
At Large Community
Member/Taxpayers Rep

Business/Finance (Bank Experience) He has served on
many committees in Chula Vista, Licensed California
Realtor. His experience is in the finance and housing
markets. (Resident of Chula Vista)

Ed Herrera
Business Rep

Budgeting and accounting experience at USA credit
union. His experience serving on several committees
for the City of Chula Vista, Chula Vista Taxpayer
organization. (Resident of Chula Vista)

R. Mitchel Beauchamp
Business Rep/At Large
Community Member

Currently City Treasurer of National City. Has served
as the former Director of the Metropolitan Transit
Development Board and other county committees.
(Resident of National City)

Jose Cerda
Business Rep (checked all
boxes)

Real estate development for large capital project.
(South San Diego area resident)

Bob Vasquez
At Large Community
Member

Commercial development – Shopping Center. He was
part of the committee. Was as former City Planning
Director. Developed budget for City Planning
Departments, was on many committees in the San
Mateo area of California. (Resident of Imperial Beach)

Paul Souvel
At Large Community
Member

28 years experience constructing commercial projects,
no detail given. (Resident of Chula Vista)

Nick Marinovich
At Large Community
Member

Was project director of 2 major county construction
projects, was also a member of Bond Oversight
Committee at Sweetwater Union High School. Has
budget experience with the County of San Diego.
(Resident of Chula Vista)

John Humeston, MD
At Large Community
Member

No experience in construction or business related
matters. (Resident of Chula Vista)

Citizens Oversight Committee

Other Applicants and Requested Assignment

Todd Glanz

At Large Community
Member

Some committee experience with Corner Lot Property for SWC. Several budget oversight committees for Sweetwater Union High School, Crossroads II member. (Resident of Chula Vista)

Brian Canaris

At Large Community
Member

Small construction project experience has a Bachelors degree in construction management. (Resident of Chula Vista)

Ramses Hernandez
Business Rep

Insurance broker and real estate agent. (Resident of Chula Vista)

Tom Davis

At Large Community
Member

Was responsible while in the Navy developing large Navy budgets. Commercial ships and shore stations. Was a member of Prop AA Oversight Committee and Corner Lot project. Was on Prop R Committee also. (Resident of Chula Vista)

ITEM #15 C

1. Salary Reclassification of Academic Employee(s)

Notification of the following academic employees who submitted official documents for verification of education and experience, thereby qualifying for salary reclassification on initial salary placement pursuant to the SCEA Contract, Article VII, effective as indicated:

2008-09

<u>NAME</u>	<u>MOS</u>	<u>CLASS/</u> <u>STEP</u>	<u>ANNUAL</u> <u>SALARY</u>	<u>TO</u>	<u>CLASS/</u> <u>STEP</u>	<u>ANNUAL</u> <u>SALARY</u>	<u>OVERLOAD</u> <u>SCHEDULE</u>	<u>EFFECTIVE</u>
Rock, Angela	10*	IV-6	\$74,694.00		V-6	\$77,117.00	A-3	Spring 2009

*One additional month for extra pay stipend for on-staff head coaching assignment.

2. Minimum Qualifications Equivalency

Request approval for equivalency of minimum qualifications recommended by the Equivalency Committee for the following academic employees in accordance with District Policy No. 5317, "Minimum Qualifications Equivalency":

2008-09

<u>NAME</u>	<u>DISCIPLINE</u>
Bartels, Nancy	ESL
Joselevits, Reyna	Health Care Ancillaries
Sekiguchi, Mio	Foreign Languages (Japanese)

3. Stipends**3a. Non-Contractual Stipends – Project/Grant Funded**

Notification of project/grant funded stipends for the following academic employee(s):

2008-09

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>AMOUNT</u>	<u>DURATION</u>
Abuan, Maria	BASIC SKILLS: Facilitator	\$2,520.00	03/12/09-05/22/09
Degnan, Kevin	BASIC SKILLS: Facilitator	\$5,040.00	03/12/09-05/22/09
Guerreiro, Ramiro	BASIC SKILLS: Program Administrator	\$4,125.00	03/12/09-06/30/09
Parrish, Kathy	BASIC SKILLS: Evaluate ENGL 61 & 62 Course	\$1,500.00	03/12/09-05/22/09
Sands, Sandra	BASIC SKILLS: Coordinator	\$2,700.00	03/12/09-06/30/09
Bajkiweicz, Christopher	PERKINS: Research for VN & AND Programs	\$1,050.00	03/12/09-05/01/09
Baza, Ronald	PERKINS: Curriculum Developer	\$2,000.00	03/12/09-05/30/09
Fredericks, Nancy	PERKINS: Course & Program Developer/SLO	\$350.00	03/12/09-06/30/09
Finn, Scott	TECH PREP: Project Coordinator	\$8,000.00	03/01/09-06/30/09

3b. Non-Contractual Stipends – District Funded

Request approval of stipends for the following academic employee(s):

2008-09

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>AMOUNT</u>	<u>DURATION</u>
Bonilla, George	BUS: Faculty Trainer and Mentor	\$3,000.00	03/12/09-05/22/09
Weaver, Michelle	LANG: Tutor Training	\$2,000.00	03/12/09-05/22/09
Bakhiet, Nouna	MATH: Biotechnology Program Developer	\$2,500.00	09/12/08-06/30/09

4. Adjunct Faculty Hires

Notification of hired adjunct faculty for the spring 2009 semester:

<u>NAME</u>	<u>DEPARTMENT</u>
Christopher, Randall	ART
Emanuel, Dhanraj	ART
O'Donnell, Brian	ART
Rose, Tina	ART
Tibbetts, Richard	ART
Valerdi, Natalia	ART
Wetzel, Robert	ART
Yeager, Ruff	ART
Monti, Andrew	ATLA
Sands, Alva	BIS
Craddock, Susan	COUN
Nerenberg, Linda	COUN
Torres, Osvaldo	COUN
Bartels, Nancy	CWEED
Ferrar, Kathleen	CWEED
Fredericks, Nancy	CWEED
Guerrero, Georgina	CWEED
Hawley, Daniel	CWEED
Luffe, Donna	CWEED
Treter, Therese	CWEED
Hauschildt, Barbara	HEC-OM
Legaspi, Vanessa	HEC-OM
Lokar, Brian	HEC-OM

<u>NAME</u>	<u>DEPARTMENT</u>
Brodtt, Christian	HESA
DeMarco, Jennifer	HESA
Pangelinan, Cynthia	HESA
Reynolds, Nicola	HESA
Adame, Maria	LANG
Bartels, Nancy	LANG
Craig, Daniel	LANG
Scanlan, John Stephen	LANG
Sekiguchi, Mio	LANG
Shumaker, Patrice	LANG
Vicot, Ginette	LANG
Whitsett, Jessica	LANG
Williams, Robert	LANG
O'Toole, James	LIB
Eaton, Sherry	MSE
Gibbons, Philip	MSE
Hansen, Michael	MSE
Holcombe, Coryna	MSE
Krutz, William	MSE
Olivier-Lilley, Gay	MSE
Somraj, Phaniedra	MSE
Tiffany, Bridget	MSE
Tschopp, Juerg	MSE
Wong, Derek	MSE
Austin, Michael	SOC
Carillo, Dominic	SOC
Dinckan Gulay	SOC
Ellwanger, Nicholas	SOC
Fargo, Robert	SOC
Hamilton, Laurel	SOC
Johnson, Michelle	SOC
Mike, Annette	SOC
Moore, Jeffrey	SOC
Nichols, Roger	SOC

ITEM #16 B

RECLASSIFICATION OF CLASSIFIED BARGAINING UNIT PERSONNEL
2008-09

	Name	Current Title	Current Range-Step	Current Annual Salary	Proposed Title	Proposed Range-Step**	Proposed Annual Salary
1.	Ablitia-Rubio, Veronica	Senior Account Clerk	19-2	\$43,944	*Payroll Technician	28-1	\$52,764
2.	Ada, Teresita	Senior Account Clerk	20-6	\$52,680	*Accountant Technician	26-3	\$54,312
3.	Alatorre, Laura	Evaluator	21-6	\$54,000	No Change	25-4	\$55,092
4.	Anderson, Barbara	Help Desk Technician	16-6	\$47,712	*Help Desk Support Specialist	26-5	\$58,728
5.	Apelo, Christopher	Programmer Analyst	27-6	\$62,640	Senior Programmer Analyst	43-1	\$76,452
6.	Blankenship, Johnny	PC Systems Technician	28-3	\$57,084	No Change	32-3	\$63,024
7.	Bunch, Keith	PC Systems Technician	29-6	\$65,808	No Change	33-6	\$72,624
8.	Caldwell-Thomas, Pamela	Library Multimedia Services Technician	22-6	\$55,368	No Change	24-5	\$55,920
9.	Carbajal, Rosa	Student Services Assistant	11-6	\$42,156	Financial Aid Assistant	17-3	\$43,500
10.	Carbajal, Shelley	Benefits Technician	23-3	\$50,424	Benefits Specialist	31-1	\$56,820
11.	Carey, Hilda	Account Clerk	15-4	\$43,068	Senior Account Clerk	19-2	\$43,944
12.	Carpenter, Adrienne	Financial Aid Technician-BOGW Program	22-5	\$53,220	Financial Aid Specialist	26-3	\$54,312
13.	Castro, Gloria	Instructional Operations Technician	23-6	\$56,748	*Instructional Services Technician	25-5	\$57,312
14.	Chopp, Merrily	Senior Project Clerk	14-5	\$43,692	*Project Technician	20-2	\$45,048
15.	Cisneros, Yolanda	Senior Account Clerk	19-3	\$45,696	*Payroll Technician	28-1	\$52,764
16.	Cook, Karen	Clerical Assistant II	11-6	\$36,887	Administrative Secretary I	14-5	\$38,230
17.	Cooper, Lon	Instructional Lab Tech-Microcomputer	25-3	\$52,992	No Change	31-4	\$63,936
18.	Earley, Thomas	Carpenter/Lead Trades Person	29-6	\$65,808	*Construction Project Coordinator	33-4	\$67,164
19.	Estrada, Martha	Senior Account Clerk	22-5	\$53,220	Account Technician	28-2	\$54,864
20.	Fishel, Li-Lan	Instructional Lab Technician	24-6	\$58,152	No Change	30-6	\$67,440
21.	Gargano, Michael	PC Systems Technician	28-6	\$64,200	No Change	32-6	\$70,884
22.	Gil, Patricia	Instructional Services Specialist	24-6	\$58,152	No Change	26-5	\$58,728
23.	Gonzalez, Diana	Account Clerk	18-6	\$50,160	Senior Account Clerk	22-4	\$51,180
24.	Gonzalez, Gerardo	Senior Programmer Analyst	36-6	\$78,216	Senior Systems Analyst	48-2	\$89,920
25.	Gonzalez, Patricia	Evaluator	24-6	\$58,152	No Change	28-4	\$59,328
26.	Gorton, Lori	Senior Account Clerk	19-6	\$51,396	*Payroll Technician	28-1	\$52,764
27.	Govea, Viviana	Clerical Assistant III	16-6	\$47,712	*HR Technical Assistant	23-3	\$50,424
28.	Graham, Robert	Accountant	37-2	\$68,568	No Change	39-1	\$69,240
29.	Guerrero, Edmund	Instructional Lab Tech-Microcomputer	27-6	\$62,640	No Change	33-6	\$72,624
30.	Guerrero, Guadalupe	Clerical Assistant III	14-6	\$45,420	*Student Services Technician	21-2	\$46,164
31.	Guerrero, Marco	Instructional Lab Tech-Microcomputer	24-2	\$49,716	No Change	30-4	\$62,340
32.	Guido, Nora	Instructional Lab Tech-Microcomputer	27-6	\$57,420	*Education Center IT Support Coordinator	35-5	\$67,254
33.	Hasegawa, Julie	Account Clerk	18-6	\$50,160	Senior Account Clerk	22-4	\$51,180
34.	Heavey, Sheila	Production Assistant	13-2	\$37,884	No Change	15-1	\$38,268

*Denotes new classifications.

**Salary calculations include shift, longevity and educational incentive differentials.

RECLASSIFICATION OF CLASSIFIED BARGAINING UNIT PERSONNEL
2008-09

	Name	Current Title	Current Range-Step	Current Annual Salary	Proposed Title	Proposed Range-Step**	Proposed Annual Salary
35.	Hernandez, Rosalinda	Planning & Facilities Assistant	25-6	\$59,616	*Planning & Facilities Coordinator	30-3	\$59,964
36.	Hill, Angelica	Clerical Assistant III	15-6	\$46,560	*Student Employment Project Technician	22-2	\$47,328
37.	Jones, William	Veterans Services Technician	20-6	\$52,680	*Veterans Services Specialist	24-4	\$53,760
38.	Kaufman, Jeanne	Clerical Assistant II	10-6	\$41,160	Senior Account Clerk	19-1	\$42,252
39.	Keys, Betty	Account Technician	30-6	\$67,440	*Senior Account Technician	31-6	\$69,156
40.	Lopez, Homer	Instructional High Tech Cntr Lab Tech	24-6	\$58,152	No Change	30-6	\$67,440
41.	Luna, Christina	Clerical Assistant II-Evening	12-3	\$38,436	*Public Safety Dispatch	18-1	\$41,208
42.	MacNinch, Heather	Systems Support Specialist	28-6	\$64,200	*Systems Specialist	40-2	\$73,812
43.	Ornelas, Genaro	Instructional Lab Tech-Microcomputer	27-6	\$62,640	No Change	33-6	\$72,624
44.	Pangelinan, Angelique	Evaluator	21-1	\$26,619	No Change	25-1	\$29,397
45.	Pangelinan, Pantaleon	Instructional Lab Tech-Microcomputer	26-3	\$54,312	No Change	32-5	\$68,136
46.	Peinado, Martina	CalWorks Program Technician	21-6	\$54,000	*Project Specialist	26-3	\$54,312
47.	Perez, Vincent	Senior Programmer Analyst	35-6	\$76,308	Senior Systems Analyst	47-5	\$98,681
48.	Petrucchi, Dennis	Athletic Trainer/Equipment Attendant	20-2	\$45,048	College Trainer	35-1	\$62,736
49.	Poisson, Darlene	Disabled Student Services Technician	20-6	\$52,680	*Student Services Specialist	24-4	\$53,760
50.	Preciado, Angelica	Account Clerk	17-6	\$48,924	Senior Account Clerk	21-4	\$49,908
51.	Romero, Eduardo	Instructional Lab Tech-Microcomputer	26-2	\$52,224	No Change	32-3	\$63,024
52.	Ruvalcaba, Edith	Career Center Technician	20-6	\$52,680	Student Services Specialist	28-1	\$52,764
53.	Sales, Laura	Accountant	36-6	\$78,216	No Change	38-5	\$79,020
54.	Saucedo, Monika	Clerical Assistant III	17-6	\$36,693	Administrative Secretary I	20-5	\$37,989
55.	Soy, Susan	Instructional Operations Technician	20-6	\$52,680	*Instructional Services Technician	22-5	\$53,220
56.	Vacant	Clerical Assistant III	14-6	\$45,420	Administrative Secretary I	17-5	\$47,016
57.	Vinson, John	Instructional Lab Tech-Microcomputer	24-6	\$58,152	No Change	30-6	\$67,440
58.	Wiley, Carolyn	Senior Project Clerk	16-6	\$47,712	*Project Technician	22-3	\$49,224
59.	Wilson, Robert	Communications Energy Mgt Specialist	29-6	\$65,808	No Change	31-5	\$66,480
60.	Yusuf, Ayan	LRC Operations Assistant-Evening	14-1	\$17,739	*Library Multimedia Services Assistant	15-1	\$18,177
61.	Zamudio-Farias, Alicia	Evaluator	22-3	\$49,224	No Change	26-1	\$50,220

*Denotes new classifications.

**Salary calculations include shift, longevity and educational incentive differentials.

ITEM #16 C

1. Out-of-Classification Compensation

Notification of out-of-classification compensation to the following employees for performing duties inconsistent with those assigned to the respective classification, pursuant to Education Code 88010 and Section 6.15 of the CSEA Contract:

<u>NAME</u>	<u>CLASSIFICATION/ DEPARTMENT</u>	<u>OUT-OF-CLASSIFICATION DUTIES</u>	<u>OUT-OF-CLASSIFICATION AMOUNT</u>	<u>EFFECTIVE DATE</u>
Barrios, Margarita	Financial Aid Technician	Financial Aid Specialist	\$420.00	02/09/09-03/13/09
Carbajal, Rosa	Student Services Asst	Financial Aid Technician	\$987.00	02/09/09-03/13/09
Ramirez, Enrique	Food Service Worker (70%)*	Lead Food Service Worker (100%)*	\$1,294.97	01/22/09-05/21/09

*Includes one range for evening shift increment. Salary is based on the Food Service Salary Schedule.

2. Notification of Emergency Assignments

Pursuant to Education Code §70902 (d), notification of emergency assignments which will provide support of student instruction services and/or safety:

2008-09

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT/SCHOOL</u>	<u>PAY RATE</u>	<u>START-END DATE</u>
Katzenstein, Samuel	T3 Tutor	ASC	\$15.00	02/06/09-06/30/09
David, Grace	Police Dispatcher Aide	Campus Police	\$12.00	10/19/08-06/30/09
Villanueva, Diana	Police Dispatcher Aide	Campus Police	\$11.00	01/22/09-06/30/09
Gallardo, Silvia	Tutor-Child Dev	HEC-San Ysidro	\$9.00	02/06/09-06/30/09
Almos, Steven	Peer Tutor	MSE/MESA	\$10.00	02/12/09-06/30/09
Barrios, Gustavo	Peer Tutor	MSE/MESA	\$10.00	02/12/09-06/30/09
Bogart, Frank	Peer Tutor	MSE/MESA	\$10.00	02/12/09-06/30/09
Jiao, Jasmer	Peer Tutor	MSE/MESA	\$10.00	01/13/09-06/30/09
Lameda, Carlos	Peer Tutor	MSE/MESA	\$10.00	02/12/09-06/30/09
Lopez, Ana Patricia	Peer Tutor	MSE/MESA	\$10.00	02/12/09-06/30/09
Penaloza, Spencer	Peer Tutor	MSE/MESA	\$10.00	02/12/09-06/30/09
Williams, Garrett	Peer Tutor	MSE/MESA	\$10.00	02/12/09-06/30/09

3. Short-Term, Non-Academic Hourly Assignments

2008-09

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT/SCHOOL</u>	<u>PAY RATE</u>	<u>START-END DATE</u>
Preciado, Lucero	On-Site Web Designer	Applied Tech & Learn Asst	\$13.00	03/12/09-06/30/09
Aguilar, Maria	Program Coordinator	HEC-National City/FRC	\$16.00	03/12/09-06/30/09

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT/SCHOOL</u>	<u>PAY RATE</u>	<u>START-END DATE</u>
Misirlioglu, Maria	Bus Consultant	HEC-National City/FRC	\$35.00	03/12/09-06/30/09
Witt, Cheryl	Hiring Compliance Officer	Human Resources	\$50.00	03/12/09-06/30/09
Brooks, Laura	BSI Tutor	Language & Literature	\$25.00	03/12/09-06/30/09
Daniels, Jessica	Instructional Aide	MSE	\$12.00	03/12/09-06/30/09
Abousway, Abraham	Gear Up Tutor	Outreach	\$13.00	03/12/09-06/30/09
Salcido, Joseph	Gear Up Tutor	Outreach	\$13.00	03/12/09-06/30/09
Gonzalez, Laura	ROP Project Hrly Clerk	ROP	\$10.50	03/12/09-06/30/09
Martinez, Sylvia	Hrly Clerical Aide II	Student Services	\$13.82	03/12/09-05/25/09

4. Short-Term, Non-Academic Hourly Ratification

2008-09


<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT/SCHOOL</u>	<u>PAY RATE</u>	<u>START-END DATE</u>
Anthenill, Kevin	Theatre Facilities Aide	Bus & Ops	\$12.83	12/17/08-06/30/09
McColgan, Chandra	Theatre Facilities Aide	Bus & Ops	\$12.83	12/17/08-06/30/09
Whitehouse, Robin	Theatre Facilities Aide	Bus & Ops	\$12.83	12/17/08-06/30/09
Alfonso, Joel	Student Technology Asst	Comm & Media Relations	\$10.00	01/13/09-05/31/09
Sisco, Elizabeth	Hrly Clerical Aide	HEC-National City	\$18.97	02/29/09-06/30/09
Torres, Angela	Project Asst	HEC-National City/FRC	\$11.00	11/01/08-06/30/09
O'Neil, Preston	Teaching Asst	HEC-Otay Mesa	\$15.00	01/15/09-06/30/09
Rigby, Tracey	Teaching Asst	HEC-Otay Mesa	\$15.00	01/15/09-06/30/09
Webster, Mark	Teaching Asst	HEC-Otay Mesa	\$15.00	01/15/09-06/30/09
Ahmed, Maryam	Greeter/Clerical	MSE/MESA	\$8.00	02/12/09-06/30/09


ITEM #17 A1


March 11, 2009

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY:  Raj K. Chopra, Ph.D.
Superintendent/President

SUBMITTED BY: Mark Meadows, Ph.D. 
Vice President for Academic Affairs

INITIATED BY: Donna Arnold 
Dean, Arts and Communication

SUBJECT: Agreement with Bennett College Choir

RECOMMENDATION

Ratify Agreement No. A2623.09 with Bennett College Choir, to present a gospel and spiritual musical performance, on March 2, 2009, in the amount of \$3,000.

RATIONALE FOR RATIFICATION

Notification of the Southern California tour of this group was received after the deadline for the February Board meeting.

OVERVIEW

The agreement with Bennett College provides the School of Arts and Communication a once-in-a-lifetime opportunity to debut a high caliber choir from the East coast. The School of Arts and Communication proudly presents a spiritual music performance by the historically black college choir hailing from Greensboro, North Carolina. In 1994, the Bennett College Choir performed for President Bill Clinton and is an internationally acclaimed performing group. The total cost of hosting this performance is \$3,000.

FISCAL IMPACT/ACCOUNT

\$3,000 Cost to the District/Account No. 8-29518-692607-000 (Trust Fund)

DA:sl

BENNETT COLLEGE
900 EAST WASHINGTON STREET
GREENSBORO, NORTH CAROLINA 27401
TELEPHONE: (336) 517-1526
FAX: (336) 517-1500

BENNETT COLLEGE CHOIR PERFORMANCE AGREEMENT

Agreement between Bennett College and Southwestern College (Sponsor) for the Bennett College Choir to render a concert as specified below:

DATE: 3/2/09 TIME: 5PM

PLACE: Southwestern College Mayan Hall Theatre
Name of Institution Building/Auditorium

ADDRESS: 900 Olay Lakes Road, Chula Vista CA 91910 **TELEPHONE:** (619) 421-6700 x5895

Bennett College agrees to provide concert publicity materials, student recruitment materials, and concert programs draft for duplication.

SPONSOR OBLIGATIONS

Sponsor agrees to provide the following:

Meals: Dinner on 3/2/09 after the concert and a Snack on 3/2 prior to the concert

Transportation: Southwestern College will provide transportation from Los Angeles to Chula Vista and from Chula Vista back to Los Angeles for 30 people.

Lodging: NO LODGING WILL BE PROVIDED
(3 or 4 star, Inside entry hotel with breakfast included)

(Date(s) and number of meals)
N/A

(Date(s) and number of day(s)/night(s))

Performance Fee: \$ 3000.00 (Deposit of \$1,500.00, Due upon receipt)

Sponsor also agrees to be responsible for all arrangements and to provide the Bennett College Choir with the following:

1. Access to concert location at least 90 minutes prior to scheduled time for concert;
2. Provide two separate secure rooms for the choir members and two adults (Choir Director/Accompanist) to change and leave their personal belongings;
3. Tuned piano;
4. Appropriate sound amplification satisfactory to Bennett College (microphones, etc.); and
5. Bottled water prior to the concert for approximately 25 choir members.

Sponsor further agrees to indemnify and hold Bennett College, its students, employees, and agents harmless against and from (1) any cost or expense for or related to items that are the Sponsor's obligation and (2) any claim, action, liability, damage, or expense for or related to the performance of or failure to perform this Agreement or the willful misconduct or negligence of Sponsor, its officers, employees, agents, or representatives.

Local contact person(s) for the Sponsor:

NAME: Donna Arnold, Dean of the School of Arts and Communication

ADDRESS: 900 Olay Lakes Road, Chula Vista CA 91910
(City) (State) (Zip Code)

TELEPHONE: (619) 482-6371 ()
(Work) (Cell)

Authorized Signature/Bennett College

Date

Authorized Signature/Sponsor

Date

ABOUT THE CHOIR

During its 83-year history, the **BENNETT COLLEGE CHOIR** has developed a reputation for being one of the outstanding female choral groups in the country. Members of the choir are from various disciplines within the college.

One of the most illustrious directors of the Bennett College Choir was the distinguished composer, conductor and educator, Dr. R. Nathaniel Dett. Dr. Dett was Director of Music at Bennett College from 1937 until 1942. Under his leadership, the Bennett College Choir received national acclaim during its extensive travel itinerary, including a national CBS appearance. The choir was especially noted for the unusual range of voices which Dr. Dett encouraged and promoted. During his tenure at the College, Dr. Dett wrote several compositions for the choir and arranged others from his catalog of works for mixed voices which continues to be an important segment of the Choir's repertoire.

Bennett College, celebrating its 135th year as a historically-black college, is one of eleven predominately black United Methodist Church-related institutions of higher learning in the country. The Bennett Choir continues an unusually high profile of performances at regional, national, and international activities of the United Methodist Church and community-related events. In 1994 The **BENNETT COLLEGE CHOIR** performed for President Bill Clinton during the 50th Anniversary Gala of the United Negro College Fund Annual Meeting and at the opening of Africa University, the first United Methodist University in Africa. In the spring of 2002, the choir performed in Las Vegas, Nevada, at the VEIB, Vocal Extravaganza in Black, in which other historically-black college choirs joined for preparation and videotaping of a program to be aired on PBS. The renowned Georgia Mass Choir joined the Choir on its spring 2004 tour of the Southeast. In 2006, the choir's "Sharing Our Gift of Music" tour provided them an opportunity to sing to those affected by hurricanes Katrina and Rita. In 2007, the choir recorded their third compact disc recording **Raising our voices in celebration** featuring Dr. Johnnetta B. Cole reading the poetry of Mari Evans. The choir has performed for Oprah Winfrey, Coretta Scott King, Bill Clinton, Bob Dole, Andrew Young, Jessie Jackson and Judge Glenda Hatchett to name a few.

DA/SL

Approved As To Form:
Office of the Senior Director of
Business Operations & Facilities
Planning


Date: 2/23/09 # A2623.09


ITEM #17 A2


March 11, 2009

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY:  Raj K. Chopra, Ph.D.
Superintendent/President

SUBMITTED BY: Mark E. Meadows, Ph.D. 
Vice President for Academic Affairs

INITIATED BY: Joel Levine, Ed.D. 
Dean, School of Language and Literature

SUBJECT: Agreement with Janet M. Zadina, Ph.D.

RECOMMENDATION

Approve Agreement No. A2613.09 with Janet M. Zadina, Ph.D., for presentation of a three-hour professional development workshop entitled "Using Brain Research to Enhance and Energize Basic Skills Instruction," on April 24, 2009, in the amount of \$4,000.

OVERVIEW

The contract with Dr. Janet Zadina is designed to engage and empower educators. Participants will take a tour of a real brain via MRI brain scan and see how multiple pathways are involved in learning; learn how knowledge is constructed in the brain with implications for classroom practices; learn principles for instruction based on brain research and acquire strategies for addressing learning differences; and experience what it feels like to use alternative pathways in the brain.

FISCAL IMPACT/ACCOUNT

\$4,000 Cost to the District/Account No.1-45123-675005-805 (Basic Skills)

EZ:ps

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT Independent Contractor Agreement

WHEREAS, it is the desire of the Governing Board of the Southwestern Community College District (hereinafter referred to as "Governing Board" or "District") to contract with Janet M. Zadina, Ph.D. as an Independent Contractor (hereinafter referred to as "Contractor"); and whereas such service will assist the Governing Board in discharging its legal obligation to provide an adequate educational program; and whereas Government Code section 53060 authorizes the Governing Board to enter into contracts to obtain special services and advice in financial, economic, accounting, engineering, legal or administrative matters for the District; and

WHEREAS, Contractor has represented to the Governing Board that Contractor is knowledgeable and qualified in skills required for this project and covenants that Contractor is capable of performing the services required under this agreement; and

WHEREAS, the Governing Board recognizes that Contractor is acting as an independent contractor in the performance of work under this contract, and that Contractor shall be solely responsible for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of work under this contract; and

WHEREAS, Contractor understands that, for purposes of this Agreement, Contractor is not an employee of the District and does not qualify for employee benefits, including workers' compensation benefits;

NOW THEREFORE, the following is agreed:

I. SERVICES AND PRODUCT(S) TO BE RENDERED BY THE INDEPENDENT CONTRACTOR.

Contractor agrees to undertake, carry out and complete for the Governing Board, in a satisfactory and competent manner, the following services:

Dr. Janet Zadina's lively presentation, peppered with humor, music, and audience participation, engages and empowers educators. Take a tour of a real brain via MRI brain scan and see how multiple pathways are involved in learning. Learn how knowledge is constructed in the brain with implications for classroom practices. Learn principles for instruction based on brain research and acquire strategies for addressing learning differences. Experience what it feels like to use alternative pathways in the brain. Participants will leave this session energized and excited about trying these new approaches to teaching and learning!

II. COMPENSATION, MAXIMUM COST, AND PAYMENT.

- (a) In consideration of the service to be rendered by Contractor as outlined in this agreement, the Governing Board agrees to pay Contractor a total amount not to exceed \$4,000.00 for services and product delivery and subsequent receipt of invoice for services rendered and products delivered by Contractor.
- (b) Invoice shall be processed within thirty (30) days upon receipt and approval by Southwestern Community College District of an invoice, in triplicate, showing services rendered for the period covered by the invoice.
- (c) All invoices submitted must contain the following certification statement: "I certify that payment requested is for appropriate purposes and in accordance with the provisions of the Contract." All invoices must be signed by Contractor's Chief Financial Officer or designee.
- (d) Contractor certifies that Contractor has not and will not receive pay for the same services or days of service by any other public agency.
- (e) District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, unless otherwise specifically stated in this Contract.

III. PERIOD OF PERFORMANCE.

This period covered by this agreement shall begin on Friday, April 24, 2009 and shall terminate on Friday, April 24, 2009.

IV. CONFLICT OF INTEREST.

If the District determines that Contractor is a "Consultant" under Political Reform Act of 1974, Contractor shall comply with all applicable Conflict of Interest laws, including the filing of a Statement of Economic Interest, pursuant to the District's Conflict Code, under a disclosure category or categories as determined by the District's Superintendent/President.

V. INDEPENDENT CONTRACTOR.

Contractor, in the performance of this Contract, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Contract.

VI. TAXES.

Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax

filings and payments to the appropriate federal, state or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

VII. MATERIALS.

Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Contract unless otherwise specifically stated in the Contract. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

VIII. AUDIT AND INSPECTION OF RECORDS.

At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Contract and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Contract.

IX. CONFIDENTIALITY AND USE OF INFORMATION.

- (a) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
- (b) Contractor shall advise the District of any and all materials used, or recommended for use by consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise the District and as a result of the use of any programs or materials developed by Contractor under this Contract the District should be found in violation of any copyright restrictions or requirements, or the District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

X. EQUAL OPPORTUNITY/NON-DISCRIMINATION.

Contractor shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, or marital status.

Contractor shall ensure that services and benefits are provided without regard to race, color, religion, sex, age, or national origin. Contractor shall comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

XI. HOLD HARMLESS.

Contractor agrees to indemnify, defend and hold harmless the District, its officers, agents and employees from any and all liability, claims and losses accruing or resulting to any and all contractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the negligent performance of this Contract, and from any and all liability, claims and losses accruing or resulting to any person, firm or corporation who may be injured (including death) or damaged by the acts or omissions of the Contractor in the negligent performance of this Contract. The District agrees to indemnify, defend and hold harmless Contractor from any and all liability, claims and losses accruing or resulting to any and all contractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the negligent performance of this Contract, and from any and all liability, claims and losses accruing or resulting to any person, firm or corporation who may be injured (including death) or damaged by the acts of omissions of the District in the negligent performance of this Contract.

XII. TERMINATION.

The District may, at any time, with or without reason, terminate this Contract upon the giving of thirty (30) days prior written notice to Contractor. In the event of termination, the Contractor shall be entitled to payment only for acceptable and allowable work performed under this Contract through the date of termination. Written notice by the District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may also terminate this Contract upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

XIII. INSURANCE

Contractor agrees to carry a comprehensive general liability insurance with limits of one-million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability which may arise out of this Contract. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Prior to commencing the performance of services hereunder, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insureds under said policy.

XIV. WORKER'S COMPENSATION INSURANCE.

Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Contract, Contractor agrees to defend and hold harmless the District from such claim.

XV. WARRANTY AND ORIGINALITY.

Contractor warrants that all material produced by the Contractor and delivered to Southwestern Community College District hereunder shall be original, except for such portion as is included with permission of the copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless the Governing Board from any costs, expenses and damages resulting from any breach of this warranty.

XVI. WORKS FOR HIRE.

Contractor understands and agrees that all matters produced under this Contract shall be works for hire and shall become the sole property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

XVII. RIGHTS IN DATA.

Contractor grants to the Governing Board the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of work under this Contract.

XVIII. COMPLIANCE WITH APPLICABLE LAWS.

The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Contract or accruing out of the performance of such operations.

XIX. PERMITS/LICENSES.

Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

XX. NON-WAIVER.

The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Contract, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

XXI. SEVERABILITY.

If any term, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

XXII. ASSIGNMENT.

This Contract is not assignable by Contractor either in whole or in part, nor shall the Contractor further contract for the performance of any of its obligations hereunder, without the prior written consent of the Governing Board.

XXIII. LAWS GOVERNING.

This Contract shall be governed by and construed in accordance with the laws of the State of California.

XXIV. ENTIRE AGREEMENT/MODIFICATION.

This Contract and the Attachments hereto contain the entire agreement of the parties, and no representation, provision, warranty, term, condition, promise, duty or liability, expressed or implied, shall be binding upon or applied to either party, except as herein stated. No amendment or modification of any term, provision or condition of this Contract shall be binding or enforceable unless in writing and signed by each of the parties.

XXV. NOTICES.

All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if personally served or if sent by registered mail addressed to the parties at their address indicated in this Contract.

This Contract is entered into this 12 day of March 2009.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date thereof.

INDEPENDENT CONTRACTOR

Name: Janet M. Zadina, Ph.D.
SS#/Federal Tax ID: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Fax: _____

Are you a District employee? ☐ Yes ☐ No

Is a Credential or Special License required for this consultancy? ☐ Yes ☐ No

If yes, please specify and attach a copy of current License. _____

Signature: _____

Date: _____

**SOUTHWESTERN COMMUNITY
COLLEGE DISTRICT**

Raj K. Chopra, Ph.D.
Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910-7299
Telephone: 619 482-6301/Fax: 619 482-6413

Signature: _____

Date: _____

Originator: Mark E. Meadows, Ph.D./
Joel Levine, Ed.D.
Account No.: 1-45123-675005-805

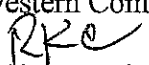
Approved As To Form:
Office of the Senior Director of
Business Operations & Facilities
Planning
Date: 2/18/09 # A2613.09


ITEM #17 B1


March 11, 2009

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY: 
Raj K. Chopra, Ph.D.
Superintendent/President

SUBMITTED BY: Thomas Beasley 
Acting Vice President for Business & Financial Affairs

INITIATED BY: John M. Wilson 
Senior Director of Business, Operations & Facilities Planning

SUBJECT: Amendment to Agreement with Nielsen Construction CA., Inc.

RECOMMENDATION

Ratify Amendment No. 1 to Agreement No. A2222.07 with Nielsen Construction CA., Inc., to amend present agreement to extend contract and amount for construction management services for the Higher Education Center at San Ysidro, for the period November 15, 2008 to January 31, 2009, in an amount not to exceed \$40,000.

RATIONALE FOR RATIFICATION

Until February, the District was unable to determine when the construction management services would terminate.

OVERVIEW

The construction duration of the Higher Education center in San Ysidro exceeded the initial estimate by two and a half months. The District required the services of the construction manager through January 2009 to coordinate the furniture and equipment installation, complete all close out documents and submit them to the Department of the State Architect. This cost will be paid from Proposition AA bond funds.

FISCAL IMPACT/ACCOUNT

\$40,000 Cost to the District/Account No. 0-6210-718645-000 (Prop AA Funds)

JMW/lh

Amended Construction Management Contract

Southwestern Community College District
and
Nielsen Construction CA., Inc.

This Amendment is attached to and incorporated by reference to Agreement No. A2222.07, entered into on October 10, 2007 between Southwestern Community College District, referred to in the Agreement as the District, and Nielsen Construction CA., Inc., referred to in the Agreement as the Construction Manager.

All terms and conditions, unless specified on this Amendment, shall remain in full force for the life of the Agreement.

The Following Sections on the Original Contract are Being Modified:

- Section II Compensation, Maximum Cost and Payment
 Additional \$40,000.00
- Section III Period of Performance
 Extend agreement from November 15, 2008 to January 31, 2009.

NO FURTHER MODIFICATIONS HAVE BEEN MADE TO THIS AGREEMENT

Southwestern Community College District

Nielsen Construction, CA., Inc.

Raj K. Chopra, Ph.D.
Superintendent/President

Approved As To Form:
Office of the Senior Director of
Business Operations & Facilities
Planning Amendment 1
Date: 2/19/09 to # A2222.07

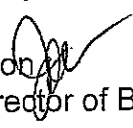
Originator: John M. Wilson, Senior Director of Business, Operations, & Facilities Planning Account No. 0-6210-718645-000
--



Memorandum

DATE: February 24, 2009

TO: Tom Beasley
Interim VP of Business and Financial Affairs

FROM: John Wilson 
Senior Director of Business Operations

RE: Extension of Nielsen Construction, Construction Management Agreement

I am providing you with this additional information related to the request for a contract amendment for construction management services for the Higher Education Center, San Ysidro.

An RFP for these services was issued in September 2007 and 11 proposals were received for these services to begin in October 2007 and completed in October 2008. Nielsen Construction was awarded the contract. Our original construction estimate was based on 10/11 months, however, the amount of time that construction would take was underestimated by approximately 3 months extending the completion date to January 2009. This created the need to extend the construction management supervision.

The reason this is a ratification request is because we were unable to exactly determine how long the final construction and close out would take. We negotiated the fee through January 31, 2009 with the construction manager, however, they are still closing out the job and will receive no additional compensation.


JW/jf


ITEM #17 B2


March 11, 2009

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY:  Raj K. Chopra, Ph.D.
Superintendent/President

SUBMITTED BY: Thomas Beasley 
Acting Vice President for Business & Financial Affairs

INITIATED BY: John M. Wilson 
Senior Director of Business, Operations & Facilities Planning

SUBJECT: Agreement with Payphone Stations Innovations (PSI)

RECOMMENDATION

Approve Agreement No. A2622.09 with Payphone Stations Innovations (PSI), for pay telephone equipment at District facilities, for the period March 12, 2009 to March 30, 2010, inclusive, in an amount not to exceed \$10,920.

OVERVIEW

The Agreement with Payphone Stations Innovations is to provide continued phone services for the District. The cost for the service is \$65 per month per telephone. The pay phones provide emergency call services to our campus Police Department as well as public telephone services. The vendor provides all maintenance and upkeep on fourteen (14) locations throughout the District.

FISCAL IMPACT/ACCOUNT

\$10,920 Cost to the District/Account No. 1-4-5540-657000-000 (General Fund)

JMW/lh

PAYPHONE SERVICES AGREEMENT

THIS AGREEMENT made effective this 12th day of March, 2009, by and between PAYPHONE STATIONS INNOVATIONS (PSI), hereinafter referred to as "Operator" and Southwestern Community College District, hereinafter referred to as "Customer", located at: 900 Otay Lakes Road, Chula Vista, CA 91910.

I. REPRESENTATIONS.

- 1.01 Operator is experienced in the installation, maintenance and operation of pay telephones and has, either directly or indirectly, full authority, expertise and capability to enter into and perform under the terms of this Agreement. "Pay telephone(s)" shall hereinafter be defined without limitation as all public communication facilities, including wireline coin, table-top, and prepaid calling card machines, provided to the general public and located on Customer's premises.
- 1.02 Customer represents and warrants that it maintains a leasehold or a fee interest in the subject premises and has full power and authority to allow Operator to use the Pay telephone location site(s) as herein contemplated without notice or consent of any other person or entity.

II. AGREEMENT.

- 2.01 Operator hereby agrees to: (i) make its best effort to install Pay telephone(s), upon the subject premises at the exact physical location(s) to be jointly specified and agreed upon by the parties hereto; (ii) pay on a timely basis all Pay telephone related charges, surcharges and taxes incurred in connection with the use of such Pay telephone(s) or imposed by a local or interexchange carrier or other party providing devices to or on behalf of said Pay telephone(s); (iii) service, repair and maintain in proper working order said equipment at its own expense pursuant to the terms and conditions of this Agreement, to respond and make its best efforts to promptly repair any damage to the Pay telephone(s) located on Customer's Premises, order necessary parts or request local or interexchange carrier within one (1) business day after Customer gives Operator reasonable notice and description of such disrepair, damage or non-working condition; (iv) pay or collect throughout the term of this Agreement, as long as Customer complies with the terms and conditions as set forth in this Agreement, thirty (30) days after the end of each month, an invoice based upon the gross monthly fees generated from the agreed to payphones.

Fee Schedule

On an individual basis, a payphone will have a fee of \$65 per month. All billable payphones will be listed by location in Exhibit A which is made herein apart of this Agreement. Invoices will be issued on a monthly basis beginning on the 1st of the following month from signature date. Any modification to Exhibit A must be mutually agreed to by Operator and Customer.

- 2.02 Operator shall have and may exercise in its sole discretion, the following rights and privileges under this Agreement: (i) to install, own, maintain, service, and exclusively operate any and all Pay telephone(s) located on Customer's Premises, at mutually agreeable locations; (ii) to adjust, remove, disconnect, replace, repair, or otherwise alter the Pay telephone(s) and Pay telephone enclosure equipment located on Customer's premises, make any and all replacements, additions, modifications, choose local and interexchange carriers and make such transmission line connections which are reasonably necessary to the successful operation of the subject Pay telephone(s); (iii) to insure, for its own behalf, any and all Pay telephone and ancillary equipment located on Customer's premises pursuant to this Agreement; and (iv) to contact any local exchange carrier, interexchange carrier or other organization currently providing Pay telephone service to Customer in order to arrange for and cause the removal of existing Pay telephone(s) and/or equipment currently located on Customer's premises, the cost of which, if any, shall be paid by Operator.
- 2.03 Customer agrees to: (i) grant Operator the exclusive right to install, operate and maintain Pay telephone(s) on Customer's premises, at mutually agreeable locations, unless such right is expressly waived in writing by Operator; (ii) to provide to the public ready access to any and all Pay telephone(s) located on Customer's premises which are installed and operated by Operator; (iii) provide Operator exclusive access to its Pay telephone(s) during Customer's normal business hours and, upon reasonable request made by Operator, at times other than Customer's normal business hours; (iv) exercise all reasonable diligence in preventing vandalism or operating disorder noted by Customer pertaining to Operator's Pay telephone(s); (v) provide electrical outlets as necessary for Pay telephone equipment operation, and to at no time turn off, control, alter, or inhibit electrical power to any Pay telephone necessary for its operation, (vi) make no attempt to move, dismantle, repair, alter, or modify Operator's Pay telephone(s) located on Customer's premises without Operator's express authorization; and (vii) hold Operator free and harmless against any actions resulting from Customer not maintaining a leasehold or interest in the subject premises with the authority to allow Operator to use the Pay telephone location site(s) as herein contemplated. This agreement is assignable.
- 2.04 Rates to be charged: Operator will charge for calls less than or equal to the Local Exchange Carrier (LEC)(i.e. Pacific Bell) rates, and will charge for calls less than or equal to the Long Distance Carrier (i.e. AT&T) rates.
- 2.05 ADA compliant equipment: If ADA compliant equipment is needed on Customer premises, at selected locations, Operator will provide such equipment within thirty (30) days of Customer's request.

III. TERM OF AGREEMENT.

- 3.01 The term of this Agreement shall be for a one (1) year term from the date of signature ("Initial Term "). The Agreement will be from year to year. Unless written notice is received by Operator sixty (60) days prior to the expiration of the Space Use Agreement granted hereby with modifications or cancellation, such agreement shall continue to extend on an annual basis ("Renewal Term").

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, inclusive of any additional terms and conditions as may be attached hereto, as of the date accepted by an authorized officer set forth below.

Additions: None

Operator

Customer

Payphone Stations Innovations (PSI)

Southwestern Community College District

Dan Speiser
Vice President

Raj K. Chopra, Ph.D.
Superintendent/President

Date

Date

Originator: John M. Wilson, Senior Director of
Business, Operations & Facilities Planning

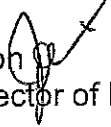
Account No. 1-4-5540-657000-000



Memorandum

DATE: March 3, 2009

TO: Tom Beasley
Interim VP for Business and Financial Affairs

FROM: John Wilson 
Senior Director of Business Operations & Facilities Planning

RE: Pay Phone Agreement

I am providing additional information related to the agreement for pay phone services with Payphone Stations Innovations. This vendor has been providing this service for many years. With the increased use of cell phones the revenue obtained by the vendor has decreased while maintenance of the equipment and line charges has increased. The pay phones offer not only the convenience for our students to make calls but also provide the ability to contact our Campus Police in an emergency.

I had contacted several schools, San Diego Community College, Palomar, San Marcos and all have found that to maintain this service pay phone companies are now charging a fee.

We did not do a formal RFP but I did get an informal quote from Pacific Telemanagement Services who is still providing pay phone services. The cost is \$75 per month plus a \$250 fee to install the equipment.

The proposal being recommended is for \$65 per month and no equipment installation fee. The agreement is for one year and will be re-evaluated for continued service after that date.

If you have any questions, please contact me.

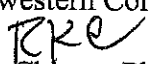
JW/jf


ITEM #17 B3

March 11, 2009

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY:  Raj K. Chopra, Ph.D.
Superintendent/President

SUBMITTED BY: Thomas Beasley 
Acting Vice President for Business and Financial Affairs

SUBJECT: Agreement with Vicenti, Lloyd & Stutzman, LLP

RECOMMENDATION

Approve Agreement No. A2604.09 with Vicenti, Lloyd & Stutzman, LLP, for the preparation of the District's indirect cost rate proposal, for the period March 12 to April 30, 2009, inclusive, in an amount not to exceed \$6,000.

OVERVIEW

Some programs awarded by the Federal Government require that the District has an approved Facilities and Administrative Rate also known as Indirect Cost Rate. The Facilities and Administrative Rate is for grants, contracts, and/or other agreements issued or awarded to the District by all Federal Agencies of the United States of America, in accordance with the cost principles and provisions mandated by the Office of Management and Budget (MB) Circular A-21. These rates shall be used for pricing and billing purposes and may be reimbursable by various federal agencies.

FISCAL IMPACT/ACCOUNT

\$6,000 Cost to the District/Account No. 1-45210-672000-000 (General Fund)

TB:jr

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

Independent Contractor Agreement

WHEREAS, it is the desire of the Governing Board of the Southwestern Community College District (hereinafter referred to as "District" or "Client") to contract with Vicenti, Lloyd & Stutzman, LLP as an Independent Contractor (hereinafter referred to as "Contractor" or "Engineer"); and whereas such service will assist the Governing Board in discharging its legal obligation to provide an adequate educational program; and whereas Government Code section 53060 authorizes the Governing Board to enter into contracts to obtain special services and advice in financial, economic, accounting, engineering, legal or administrative matters for the District; and

WHEREAS, Contractor has represented to the Governing Board that Contractor is knowledgeable and qualified in skills required for this project and covenants that Contractor is capable of performing the services required under this agreement; and

WHEREAS, the Governing Board recognizes that Contractor is acting as an independent contractor in the performance of work under this contract, and that Contractor shall be solely responsible for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of work under this contract; and

WHEREAS, Contractor understands that, for purposes of this Agreement, Contractor is not an employee of the District and does not qualify for employee benefits, including workers' compensation benefits;

NOW THEREFORE, the following is agreed:

I. SERVICES AND PRODUCT(S) TO BE RENDERED BY THE INDEPENDENT CONTRACTOR.

Contractor agrees to undertake, carry out and complete for the Governing Board, in a satisfactory and competent manner, the following services:

- Prepare the Indirect Cost Rate Proposal for submission to the Department of Defense using the "Simplified Method". The proposal will conform to the Federal specified guidelines.
- Provide assistance during the rate negotiations process with the Department of Defense.

II. COMPENSATION, MAXIMUM COST, AND PAYMENT.

- (a) In consideration of the service to be rendered by Contractor as outlined in this agreement, the Governing Board agrees to pay Contractor a total amount not to exceed \$6,000 for services and product delivery and subsequent receipt of invoice for services rendered and products delivered by Contractor. Mileage, if necessary, will be billed at the standard Federal rate.

- (b) Invoice shall be processed within thirty (30) days upon receipt and approval by Southwestern Community College District of an invoice, in triplicate, showing services rendered for the period covered by the invoice.
- (c) All invoices submitted must contain the following certification statement: "I certify that payment requested is for appropriate purposes and in accordance with the provisions of the Contract." All invoices must be signed by Contractor's Chief Financial Officer or designee.
- (d) Contractor certifies that Contractor has not and will not receive pay for the same services or days of service by any other public agency.
- (e) District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, unless otherwise specifically stated in this Contract.

III. PERIOD OF PERFORMANCE.

This period covered by this agreement shall begin on March 12, 2009 and shall terminate on April 30, 2009.

IV. CONFLICT OF INTEREST.

If the District determines that Contractor is a "Consultant" under Political Reform Act of 1974, Contractor shall comply with all applicable Conflict of Interest laws, including the filing of a Statement of Economic Interest, pursuant to the District's Conflict Code, under a disclosure category or categories as determined by the District's Superintendent/President.

V. INDEPENDENT CONTRACTOR.

Contractor, in the performance of this Contract, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Contract.

VI. TAXES.

Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of

social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

VII. MATERIALS.

Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Contract unless otherwise specifically stated in the Contract. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

VIII. AUDIT AND INSPECTION OF RECORDS.

At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Contract and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Contract.

IX. CONFIDENTIALITY AND USE OF INFORMATION.

- (a) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
- (b) Contractor shall advise the District of any and all materials used, or recommended for use by consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise the District and as a result of the use of any programs or materials developed by Contractor under this Contract the District should be found in violation of any copyright restrictions or requirements, or the District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

X. EQUAL OPPORTUNITY/NON-DISCRIMINATION.

Contractor shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, or marital status.

Contractor shall ensure that services and benefits are provided without regard to race, color, religion, sex, age, or national origin. Contractor shall comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

XI. HOLD HARMLESS.

Contractor agrees to indemnify, defend and hold harmless the District, its officers, agents and employees from any and all liability, claims and losses accruing or resulting to any and all contractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the negligent performance of this Contract, and from any and all liability, claims and losses accruing or resulting to any person, firm or corporation who may be injured (including death) or damaged by the acts or omissions of the Contractor in the negligent performance of this Contract. The District agrees to indemnify, defend and hold harmless Contractor from any and all liability, claims and losses accruing or resulting to any and all contractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the negligent performance of this Contract, and from any and all liability, claims and losses accruing or resulting to any person, firm or corporation who may be injured (including death) or damaged by the acts of omissions of the District in the negligent performance of this Contract.

XII. TERMINATION.

The District may, at any time, with or without reason, terminate this Contract upon the giving of thirty (30) days prior written notice to Contractor. In the event of termination, the Contractor shall be entitled to payment only for acceptable and allowable work performed under this Contract through the date of termination. Written notice by the District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may also terminate this Contract upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by

District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

XIII. INSURANCE

Contractor agrees to carry a comprehensive general liability insurance with limits of one-million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability which may arise out of this Contract. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Prior to commencing the performance of services hereunder, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insureds under said policy.

XIV. WORKER'S COMPENSATION INSURANCE.

Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Contract, Contractor agrees to defend and hold harmless the District from such claim.

XV. WARRANTY AND ORIGINALITY.

Contractor warrants that all material produced by the Contractor and delivered to Southwestern Community College District hereunder shall be original, except for such portion as is included with permission of the copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless the Governing Board from any costs, expenses and damages resulting from any breach of this warranty.

XVI. WORKS FOR HIRE.

Contractor understands and agrees that all matters produced under this Contract shall be works for hire and shall become the sole property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

XVII. RIGHTS IN DATA.

Contractor grants to the Governing Board the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of work under this Contract.

XVIII. COMPLIANCE WITH APPLICABLE LAWS.

The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Contract or accruing out of the performance of such operations.

XIX. PERMITS/LICENSES.

Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

XX. NON-WAIVER.

The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Contract, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

XXI. SEVERABILITY.

If any term, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

XXII. ASSIGNMENT.

This Contract is not assignable by Contractor either in whole or in part, nor shall the Contractor further contract for the performance of any of its obligations hereunder, without the prior written consent of the Governing Board.

XXIII. LAWS GOVERNING.

This Contract shall be governed by and construed in accordance with the laws of the State of California.

XXIV. ENTIRE AGREEMENT/MODIFICATION.

This Contract and the Attachments hereto contain the entire agreement of the parties, and no representation, provision, warranty, term, condition, promise, duty or liability, expressed or implied, shall be binding upon or applied to either party, except as herein stated. No amendment or modification of any term, provision or condition of this Contract shall be binding or enforceable unless in writing and signed by each of the parties.

XXV. NOTICES.

All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if personally served or if sent by registered mail addressed to the parties at their address indicated in this Contract.

This Contract is entered into this 12th day of March 2009.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date thereof.

Southwestern Community College District

Name: Vicenti, Lloyd & Stutzman LLP

SS#/Federal Tax ID: 95-2242818

Address: 2210 E. Route 66, Suite 100

City/State/Zip: Glendora, CA 91740

Telephone: (626) 857-7300

Fax: 626) 857-7302

Are you a District employee? ☐ Yes ☒ No

Is a Credential or Special License required for this consultancy? ☐ Yes ☒ No

If yes, please specify and attach a copy of current License. _____

Signature: _____

Date: March 6, 2009

Raj K. Chopra, Ph.D.

Superintendent/President

900 Otay Lakes Road

Chula Vista, CA 91910-7299

Telephone: 619 482-6301/Fax: 619 482-6413

Signature: _____

Date: _____

Originator: _____

Account No.: _____

Approved As To Form:

Office of the Senior Director of
Business Operations & Facilities
Planning

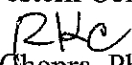
Date: 2/18/09 # A2604.09


ITEM #17 C1


March 11, 2009

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY:  Raj K. Chopra, Ph.D.
Superintendent/President

SUBMITTED BY: Angelica L. Suarez, Ph.D. 
Vice President for Student Affairs

INITIATED BY: Beatrice Zamora-Aguilar 
Dean, Counseling and Matriculation

SUBJECT: Community Partnership Program Agreement with ECS Head Start

RECOMMENDATION

Ratify Agreement No. A2630.09 with ECS Head Start, for the Community Partnership Program, for the period January 5, 2009 to June 30, 2011, inclusive, at a cost based on Shared Cost Selection Chart.

RATIONALE FOR RATIFICATION

This agreement utilizes the template approved by the Governing Board on November 12, 2008, for the purpose of expediting the development of partnerships with community agencies. This process facilitates the efficient placement of students in community organizations in order to gain work-related experience.

OVERVIEW

The Community Partnership Program Agreement was initiated to establish partnerships with employers and paid internship/employment opportunities for students through a variety of funded programs (Federal Work Study, CalWORKs, EOPS).

The employers have the opportunity to mentor Southwestern College students and develop a future work force. Employers will reimburse the District for paid wages and Workers' Compensation at a mutually agreed upon percentage.

FISCAL IMPACT/ACCOUNT

Cost to the District (as reflected on the Shared Cost Selection Chart)/Account Nos.
1-2344-647001-400 (FWS); 1-2343-732400-434 (EOPS); 1-2343-49980-928; 1-2343-649902-928
(CalWORKs)

BZ/dt



SOUTHWESTERN COMMUNITY COLLEGE DISTRICT COMMUNITY PARTNERSHIP PROGRAM AGREEMENT

THIS AGREEMENT is executed by and between Southwestern Community College District (hereinafter referred to as "District") and ECS Head Start (hereinafter referred to as "Agency") (hereinafter collectively referred to as "Parties") for the purpose of the Community Partnership Program.

WHEREAS, it is the intention of the Parties to participate in the Community Partnership Program, for the purpose of providing employment opportunities to students eligible for the program (hereinafter referred to as "Students" or "Participants");

WHEREAS, District does not own or operate Agency;

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

I. Scope of Agreement

- A. District shall be the employer of record. District shall have the ultimate right to control and direct the services of Students for Agency. District shall also determine that each Student meets eligibility requirements for employment under the Community Partnership Program. District shall assign eligible Students to work for Agency. In addition, Students' work hours may be modified (increased/decreased) by District based on the availability of funds. Agency's responsibility for immediate supervision of Students shall be limited to direction of details and means by which Students perform work for Agency.
- B. The work performed by Students shall be in the public interest or, in the case of private agencies for profit employment, work shall be related to the Students' academic major, course work, or career interest, and shall not:
 - 1. Displace or supplant employed workers or positions budgeted for regular employees in the previous or subsequent twelve (12) month period; nor shall work require any funds appropriated for this program to supplant any state, federal, District or other funds used to support previous or existing paid positions in any profit, nonprofit or government agency; impair existing contracts for services; nor fill positions that are vacant because Agency's regular employees are on strike;
 - 2. Involve any partisan or nonpartisan political activity associated with a candidate or with a contending faction or group in an election for public office;
 - 3. Involve any lobbying on the federal, state, or local levels.
 - 4. Involve the construction, operation, or maintenance of so much of any facility as is used or is to be used for sectarian instruction, or as a place for religious worship.
- C. Agency Agrees:
 - 1. To the extent Agency is able, to utilize the services of qualified Participants referred to it by District who are eligible to participate.

2. To submit a job request form for Participants' reference, hereinafter called "Job Request Form," which provides the following information:
 - a. The total number of positions available;
 - b. A job description of each available position, including the suggested rate of pay;
 - c. The skills required of the prospective Participants; and
 - d. Preferred work days and hours.
 3. To provide a mutually acceptable workstation to Participants and to provide supervision, necessary equipment, materials, and tools.
 4. To complete all necessary monthly timekeeping for accounting purposes on forms provided by District.
 5. To certify the accuracy of hours reported and the performance on the part of Participants.
 6. To not make payments of money to Participants.
 7. To reimburse monthly to District the mutually agreed amount of total compensation, including Workers' Compensation Insurance, for Participants used by Agency.
 8. To reimburse District 100% for any hours and/or rate of pay exceeding District-approved hours/pay rate.
 9. To not discriminate against Participants regardless of race, color, national origin, gender, religion, or disability.
- D. District Agrees:
1. To screen and refer Participants to prospective Agencies.
 2. To notify Agency of any Participants who may become ineligible.
 3. To review with the Participants, the terms of the Job Request Form submitted by Agency.
 4. Upon the request of Agency, to accept the termination of any Participants provided by District.
 5. To be responsible for the administration of the Program, the maximum hours allowed and the rate of pay.
 6. To keep in force at all times, during the term of this Agreement, Workers' Compensation Insurance covering all Participants during assigned working periods.
 7. To pay compensation to participants. Compensation shall be no more than the approved District rate of pay.
 8. To not discriminate against, and refer Participants regardless of race, color, national origin, gender, religion, or disability.

II. Term of Agreement

- A. Either Party may terminate this Agreement at any time by giving at least seven (7) days written notice.
- B. This Agreement shall be effective January 5, 2009 to June 30, 2011.

- C. This Agreement may be modified at any time by written consent of the Parties.
- D. This Agreement constitutes the entire agreement between the Parties. There is no expressed or implied agreement except as stated in this Agreement.

III. Insurance and Liability

- A. District shall carry Workers' Compensation Insurance in accordance with California State law with the State Compensation Insurance Fund, covering Participants of the District.
- B. District agrees to defend, hold harmless, and indemnify Agency and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorney's fees) for injury or death to persons, including employees of the Agency, and damage to property including property of Agency, caused by the negligent acts or omissions of District in the performance of this Agreement. District's duty to indemnify Agency under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from Agency's negligence or willful misconduct.
- C. Agency agrees to defend, hold harmless, and indemnify District and its directors, officers, employees, students, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand or expense, including, without limitation, attorney's fees) for injury or death to persons, including employees of District, and damage to property, including property of District, caused by the negligent acts or omissions of Agency in the performance of this Agreement. Agency's duty to indemnify District under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from District's negligence or willful misconduct.

IV. Independent Contractor

- A. District is, for all purposes, an independent District and shall not be deemed an employee of Agency. District specifically acknowledges that it controls the manner and means by which the Program is accomplished, agrees to hold itself out as an independent District, and waives any rights to claim that it is an employee of Agency under the common law agency test, the economic realities test, or any other legal test.
- B. It is expressly understood and agreed that neither District nor Participants shall in any event, as a result of this Agreement or any work performed under this Agreement, be entitled to any benefits in which Agency employees are entitled, including, but not limited to, overtime or other pay differentials, retirement benefits, social security benefits, disability insurance benefits, unemployment compensation or insurance, workers' compensation benefits, and/or injury, vacation, sick, or other leave or employment benefits. District expressly agrees that all legal recourse for performance and severance of the relationship between it and Agency is set forth in this Agreement, and not in any statutes of case law relating to rights of employees.
- C. District agrees to notify Participants that they are not employees of Agency and are not entitled to any benefits to which Agency employees are entitled, as set forth above. District furthermore agrees to indemnify, defend and hold harmless Agency, its officers and its employees, from any such claims made by Participants.

V. Shared Cost (Pay and Workers' Compensation) Selection Chart

CHECK APPLICABLE BOX(ES):

FEDERAL WORK STUDY		CALWORKS WORK STUDY		EOPS INTERNSHIP	
<input checked="" type="checkbox"/>	Federal Work-Study (Public and Non-Profit) (75% District Paid) Agency agrees: To reimburse monthly to District twenty-five percent (25%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.	<input checked="" type="checkbox"/>	CalWORKs Work-Study (75% District Paid) Agency agrees: To reimburse monthly to District twenty-five percent (25%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.	<input checked="" type="checkbox"/>	EOPS Internship (75% District Paid) Agency agrees: To reimburse monthly to District twenty-five percent (25%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.
<input type="checkbox"/>	Federal Work-Study (Private for Profit) (50% District Paid) Agency agrees: To reimburse monthly to District fifty percent (50%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.	<input type="checkbox"/>	CalWORKs Work-Study (50% District Paid) Agency agrees: To reimburse monthly to District fifty percent (50%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.	<input type="checkbox"/>	EOPS Internship (50% District Paid) Agency agrees: To reimburse monthly to District fifty percent (50%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.
<input type="checkbox"/>	Federal Work-Study (Public and Non-Profit) (100% District Paid) District agrees: To pay one hundred percent (100%) of the total compensation, including Workers' Compensation Insurance, for Participants used by Agency.				

(This Agreement is not valid until signed by both Parties)

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

By:

Raj K. Chopra
Raj K. Chopra, Ph.D.
Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910

Date:

1/23/09

Sharon Webster
Signature of Agency Representative

Date:

DEC. 15, 2008

HARRY HEYLIGERS
Name of Agency Representative

VICE PRESIDENT
Title of Agency Representative

Originator: Nelson Riley

Department: Student Employment Services

Budget No.

(FWS) 1-2344-647001-400
(EOPS) 1-2343-732400-434
(CalWORKs) 1-2343-649980-928 and
1-2343-649902-928

Sharon Webster
Agency Contact Person

ECS Heath Start
Agency Name

4305 University Avenue, #400, San Diego, CA
92105
Agency Address

619-228-2850, ext. 347
Agency Telephone Number

95-1945256
Agency State Tax Number

Approved As To Form:
Office of the Senior Director of
Business Operations & Facilities
Planning


Date: 1/21/09 #A2630.09


ITEM #18 A1


March 11, 2009

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY:  Raj K. Chopra, Ph.D.
Superintendent/President

SUBMITTED BY: Mark Meadows, Ph.D. 
Vice President for Academic Affairs

INITIATED BY: Trish Axsom 
Acting Dean, School of Continuing Education, Economic & Workforce
Development

SUBJECT: Agreement with Grossmont-Cuyamaca Community College District
Auxiliary Organization

RECOMMENDATION

Ratify Agreement No. A2617.09 with Grossmont-Cuyamaca Community College District Auxiliary Organization, to provide services supporting the Tech Prep Regional Consortia grant received from the California Department of Education, for the period July 1, 2008 to June 30, 2009, inclusive, in the amount of \$39,000 income to the District.

RATIFICATION

Agreement was received from the agency on January 13, 2009.

OVERVIEW

All six local tech prep consortia in Region 10 San Diego/Imperial Counties are participating in the regional grant to strengthen and deepen the collaboration between secondary and post-secondary career tech programs. Southwestern College, working with Sweetwater Union High School District, will focus on the Finance/Business career cluster to refine career pathways and programs of study.

FISCAL IMPACT/ACCOUNT

\$39,000 Income to the District/Account No 1-38699-602097-928 (Project Funds)

TA:bg

AGREEMENT

This Agreement is made between GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT AUXILIARY ORGANIZATION (AUXILIARY), and SOUTHWESTERN COMMUNITY COLLEGE DISTRICT (SWCCD).

1. Purpose and Term

The purpose of this Agreement is to compensate SWCCD for providing services in support of the Tech Prep regional consortia grant from the California Department of Education, a program administered by the AUXILIARY.

2. Services

SWCCD will provide services in support of the Tech Prep regional consortia grant, with focus on the Finance and Business industry cluster. All services shall be implemented in compliance with grant 88314 between the Grossmont-Cuyamaca Community College District and the California State Department of Education), which funds activities of the Tech Prep regional consortia. The grant is herein incorporated into this agreement by reference.

3. Compensation

Funds available under this Agreement are from a contract with the California State Department of Education. The AUXILIARY agrees to reimburse SWCCD, for satisfactory completion of services under this Agreement, an amount not to exceed \$39,000 for the period July 1, 2008 through June 30, 2009, in accordance with the attached budget, herein incorporated as Attachment A. SWCCD shall present invoices for payment to the AUXILIARY, as well as a monthly financial activity report which is based on actual expenses and performance allowable under this agreement. SWCCD further agrees to obtain written approval of the AUXILIARY prior to the expenditure of funds for equipment costing greater than \$5,000, and such approval shall not be unreasonably withheld.

4. Time of Performance

The services of SWCCD are to commence on July 1, 2008 and shall continue until June 30, 2009, unless terminated pursuant to paragraph 5.

5. Termination

This Agreement is dependent upon grant funding received by the AUXILIARY, and may be terminated at any time by either party giving 30 days written notice to the other party, as follows:

Notice to SWCCD:

President
Southwestern Community College District
900 Otay Lakes Road
Chula Vista, CA 91910-7299

Notice to the AUXILIARY:

Director
GCCCCD Auxiliary Organization
8800 Grossmont College Drive
El Cajon, CA 92020-1799

6. Change

Either party may from time-to-time request changes or amendments to this agreement. Such changes or amendments, which are mutually agreed upon by and between the AUXILIARY and SWCCD, shall be effective only when incorporated in written amendments to this Agreement.

7. Assignment

SWCCD's services are unique to the needs of the AUXILIARY and therefore SWCCD shall not assign any interest in this agreement and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of the AUXILIARY; provided, however that claims or money due or to become due to SWCCD from the AUXILIARY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any assignment or transfer shall be furnished promptly to the AUXILIARY by SWCCD.

8. Notice

Any notice or notice required or permitted to be given pursuant to this agreement may be personally serviced on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following address:

Notice to SWCCD:

Superintendent/President
Southwestern Community College District
900 Otay Lakes Road
Chula Vista, CA 91910-7299

Notice to the AUXILIARY:

Director
GCCCD Auxiliary Organization
8800 Grossmont College Drive
El Cajon, CA 92020-1799

9. Hold Harmless

Each party to this Agreement shall indemnify, defend and hold harmless the other party and its officers, agents and employees, against any and all claims, losses, damages, liabilities and related expenses (including attorney fees), arising out of the performance of this Agreement, except that each party shall bear any liabilities or expenses arising in whole or in part from its own negligent acts or omissions or those of its officers, agents and employees.

10. Insurance

SWCCD shall carry general liability insurance and comprehensive general and wrongful acts coverage with limits of no less than \$1,000,000 per occurrence. Said general liability insurance policy shall carry an endorsement naming the GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT AUXILIARY ORGANIZATION, its officers, board members, agents, employees, and volunteers as additional insured. SWCCD shall carry workers' compensation insurance covering its employees assigned implement services under this Agreement.

11. Federal Funds

This agreement is funded in part or whole with a Vocational Education Basic Grant to States or a Tech-Prep Education grant, both from the Office of Vocational and Adult Education, United States Department of Education. The Catalogue of Federal Domestic Assistance numbers are 84.048 (Basic Grant) and 84.243 (Tech Prep). The Vocational Education Basic Grant to States funds are subject to Title 34 CFR 400 and 403; EDGAR 74, 76 (except 76.103), 77, 79, 80, 81, 82, and 85; OCR Guidelines for Vocational Education. In addition to the above regulations, Tech-Prep funds are subject to Title 34 CFR 406; EDGAR, Parts 86.

IN WITNESS WHEREOF, the parties have duly executed this Agreement. The effective date of the Agreement is mutually agreed to be July 1, 2008.

GROSSMONT-CUYAMACA COMMUNITY
COLLEGE DISTRICT AUXILIARY
ORGANIZATION

SOUTHWESTERN COMMUNITY
COLLEGE DISTRICT

By:



Stanley C. Schroeder
Director

By:

Raj K. Chopra, Ph.D.
Superintendent/President

Attachments

- A. Budget
- B. Grant from California Department of Education

Approved As To Form:
Office of the Senior Director of
Business Operations & Facilities
Planning

Date: 2/18/09 #A2617.09

Tech Prep Regional Coordination Project - Region 10
Budget Detail 07/01/08 - 06/30/09

Budget Classification	Budget Category/Description/Task Number	07/01/08 - 06/30/09	Total
5000	Southwestern Community College District (Tasks 1-6): Develop model programs of study in the Finance and Business sector, and two new programs in Arts Media and Entertainment for Telemedia and Music programs of study, and Public Service with an emphasis in Law Enforcement and Public Safety.		
	Certificated Salaries/Professional Staff \$11,000 salaries (Project Coordinator \$8,000 and On-Site Web Designer \$3,000) Project Coordinator time 100 hours X \$80.00 for research, development, coordination, and implementation of three programs of Study. On-Site Web Designer time 60 hours X \$50.00 for development of web site template, input of data elements, and linking of programs of study to Career Pathways host site.	11,000	
	Benefits \$1210 (Project Coordinator \$8,000 X 11%, On-Site Web Designer \$3,000 X 11%)	1,210	
	Marketing materials to promote website includes flyers to promote website, on-site web-developer and postage (Tasks 1-5)	4,790	
	Travel: (Task 7) Career Pathways Conference in Orange County, presentations to state conferences to promote Programs of Study. 3 member team sent to conference to include 1 coordinator, 1 Southwestern College representative, and one High School District representative	1,500	
	High School Counselor/Faculty contacts/developers for 2 programs of study. 10 Stipends @ \$1,000 each, 1 Lead faculty for each program of study 2 Stipends @ \$2,000 each. 5 Trained Program of Study Coordinators responsible for faculty and staff training districtwide 5 Stipends @ \$1,000 (Tasks 1-6)	19,000	
	Indirect of 4%	1,500	
	\$39,000 Total contract		
	Southwestern CCD Total	39,000	39,000

AGREEMENT NUMBER

CN088314

REGISTRATION NUMBER

61001208349549

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Education

CONTRACTOR'S NAME

Grossmont-Cuyamaca Community College District

2. The term of this Agreement is: July 1, 2008 through June 30, 2009

3. The maximum amount of this Agreement is: \$ 300,000.00
Three Hundred Thousand Dollars and No Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 23 page(s)

Exhibit B – Budget Detail and Payment Provisions 8 page(s)

Exhibit C* – General Terms and Conditions GTC 307

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 3 page(s)

☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 2 page(s)

Exhibit F – Instructions for Directors of Perkins Funded Special Projects – Contracts 3 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Grossmont-Cuyamaca Community College District

BY (Authorized Signature)

Omero Suarez

DATE SIGNED (Do not type)

12-2-08

PRINTED NAME AND TITLE OF PERSON SIGNING

Omero Suarez

ADDRESS

8800 Grossmont College Drive, El Cajon CA 92020-1765

STATE OF CALIFORNIA

AGENCY NAME

California Department of Education

BY (Authorized Signature)

Sharon Taylor

DATE SIGNED (Do not type)

12/9/08

PRINTED NAME AND TITLE OF PERSON SIGNING

Sharon Taylor, Director, Fiscal and Administrative Services Division

ADDRESS

1430 N Street, Room 2213, Sacramento, CA 95814

California Department of General
Services Use Only

APPROVED

DEC 17 2008

DEPT OF GENERAL SERVICES

Sharon Taylor

☐ Exempt per.

EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

The contractor, through the Tech Prep Local Consortia will continue to support tech prep pathways through regional collaboration and more effective coordination and communication between California's education and workforce systems with business and industry.

II. PROJECT MONITORS:

The CDE assigns Geoff Belleau, 916-323-5042 as state project monitor to oversee this project. Said monitor is not authorized by the state to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

The contractor assigns Stan Schroeder 619-644-7684 as contractor project monitor to oversee this project. Said monitor is not authorized by the state to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

III. CONTRACTOR'S RESPONSIBILITIES:

Detailed description of work to be performed and duties of all parties is included herein as part of Exhibit A (Pages 2-23).

Scope of Work

Introduction:

The Tech Prep Regional Consortia for Region 10 (San Diego and Imperial Counties) is comprised of eight local Tech prep Consortia, with the following entities leading the consortia in their geographic areas:

- Grossmont-Cuyamaca Community College District
- Riverside Community College District
- Coast Community College District
- Citrus Community College District
- Peralta Community College District
- Yosemite Community College District
- Los Rios Community College District
- Butte Community College District

Each consortia consists of education and business and industry partners. All eight local Tech Prep Consortia have expressed a desire to participate in this project. Grossmont-Cuyamaca Community College District will serve as lead partner.

Project Description:

The purpose of the Tech Prep Regional Coordination Project for Region 10 is to strengthen and deepen the collaboration between secondary and postsecondary programs and business and industry throughout the region. Each local consortium has selected a single industry cluster for its focus. Each consortium will meet with local districts and school sites, and with local employers and economic development councils, to identify and enhance programs of study in high school and college that address industry needs and effectively prepare students for additional education and employment in the field. All consortia will use the same templates and procedures to develop these programs in collaboration with their local school districts. This plan to develop model programs of study, to be shared throughout the region and state, was developed collaboratively by all eight local consortia and is a logical outcome of prior successful efforts.

Task 1 – Regional Coordination Projects

The Tech Prep Regional Coordination Project consists of the following tasks to be addressed in the workplan:

Facilitate and direct the implementation of a coordinated regional work plan designed to provide a forum for regional collaboration, alignment of education and training efforts, and effective utilization of new and existing resources between workforce investment boards, economic development agencies, and

each Tech Prep Local Consortia within the region to provide high-quality successful Tech Prep pathway programs.

The following activities should be included:

- Define and prepare or build on a logical and productive working relationship jointly with all existing regional partners.
- Establish and maintain formal ongoing and effective communication and coordination strategies with all regional partners.
- Research appropriate labor market information data to ensure Tech Prep pathway alignment and responsiveness to regional economic needs.
- Align business and industry partnerships to support the Tech Prep pathway being developed or supported by project funds.
- Complete or review an existing resource-mapping activity for new and existing resources within the regional partnership applicable to the intent of this project.
- Implement the regional work plan in collaboration with all required partners based on the requirement of this application.
- Develop a sustainability plan for maintaining a regional delivery system and continuation of high-quality Tech Prep programs within the region.
- Participate as a presenter at the annual Educating for Careers Conference, to be held during February 2009 in the Orange County area.

Task 2 - Regional Tech Prep Program

Assist local consortia with the development and implementation of regional Tech Prep programs and activities. Regional activities will include assisting local tech prep consortia to:

- develop or implement regional articulation agreements between the participants in the consortium;
- develop programs of study that combines a minimum of 2 years of secondary education with a minimum of 2 years of postsecondary education in a nonduplicative, sequential course of study; and or an apprenticeship program of not less than 2 years following secondary education instruction,
- include opportunities for tech prep secondary education students to enroll concurrently in secondary education and postsecondary education coursework)
- use educational technology and distance learning, as appropriate, to involve all the participants in the consortium more fully in the development and operation of the Tech Prep program.

Regional Tech Prep Collaborative will assist the CDE and COCCC with the development and implementation of state models of programs of study.

Task 3 - Regional Curriculum Development and Evaluation

Regional Collaborative will assist in the development or evaluation of curriculum that is applicable to regional delivery that:

- integrates academic and career and technical education instruction,
- utilizes work-based and worksite learning experiences ;
- provides technical preparation in a career field, including high skill, high wage, or high demand occupations;
- utilizes applied, contextual, and integrated instruction, in a coherent sequence of courses,
- leads to technical skill proficiency, an industry recognized credential, a certificate, or a degree, in a specific career field;"
- leads to placement in high skill or high wage employment, or to further education;
- utilizes career and technical education programs of study, include the development of tech prep programs for secondary education and postsecondary education that meet academic and CTE standards developed by the State;
- links secondary schools and 2-year postsecondary institutions, and if possible and practicable, 4-year institutions of higher education

Regional Collaborative will work with the Statewide Career pathways project through the Academic Senate for curriculum and articulation templates.

Task 4 - Professional Development

Regional Collaborative will provide regional and local professional development for teachers, faculty, counselors and administrators that supports:

- effective implementation of tech preprograms;
- joint training in the tech prep consortium;
- meeting the needs, expectations, and methods of business and all aspects of an industry;
- use of contextual and applied curricula, instruction, and assessment;
- use and application of technology;
- assists in accessing and utilizing data.

Task 5 - Tech Prep Student Support

Assist local consortia to provide information to students regarding tech prep programs and support student progress in completing tech prep programs.

Information will include:

- use of graduation and career plans;
- provide information on related employment opportunities;

- ensure that students are placed in appropriate employment or further postsecondary education; s
- stay current with the needs, expectations,
- methods of business and all aspects of an industry;
- provide comprehensive career guidance and academic counseling to participating students, including special populations;
- provide equal access, to the full range of technical preparation programs (including pre-apprenticeship programs), to individuals who are members of special populations, including the development of tech prep program services appropriate to the needs of special populations; provide for preparatory services that assist participants in tech prep programs;
- coordinate with activities conducted under title I.

Task 6 - Tech Prep Reporting and Accountability Data

Assist local consortia establish and report indicators of performance for each tech prep program for which the consortium receives a grant under this title. (Cal-pass) The indicators of performance shall include the following:

- number of secondary education tech prep students and postsecondary education tech prep students served;
- number and percent of secondary education tech prep students enrolled in the tech prep program who—
 - (i) enroll in postsecondary education;“
 - (ii) enroll in postsecondary education in the same field or major as the secondary education tech prep students were enrolled at the secondary level;
 - (iii) complete a State or industry-recognized certification or licensure;“
 - (iv) successfully complete, as a secondary school student, courses that award postsecondary credit at the secondary level;
 - (v) enroll in remedial mathematics, writing, or reading courses upon entering postsecondary education.“
- The number and percent of postsecondary education tech prep students who—
 - (i) are placed in a related field of employment not later than 12 months after graduation from the tech prep program;“
 - (ii) complete a State or industry-recognized certification or licensure;“
 - (iii) complete a 2-year degree or certificate program within the normal time for completion of such program; and“
 - (iv) complete a baccalaureate degree program within the normal time for completion of such program.

Regional Collaborative will work with Cal-pass and local district to report data as required by the Act.

Appendix G
Work Plan—Task 1

Tech Prep Regional Coordination – Region 10 (2008-09) is designed to provide a forum for regional collaboration, facilitate and direct the implementation of a coordinated regional work plan designed to provide a forum for regional collaboration, alignment of education and training efforts, and effective utilization of new and existing resources between workforce investment boards, economic development agencies, and each Tech Prep Local Consortia within the region to provide high-quality, successful Tech Prep pathway programs.

Outcomes	Activities	Timeline	Product	Budget	Responsible Partner
A. An efficient structure for coordinating workforce preparation within the region will be maintained.	A. Define and prepare or build on a logical and productive working relationship jointly with all existing regional partners.	July, 2008	A. Schedule of Quarterly meetings for Region Ten Tech Prep Collaborative including electronic Meet and Confer distance meetings.	Task 1 Total=\$52,127	Project Director
B. The current Tech Prep Regional Consortium will serve as a conduit to share and distribute the products and resources developed within Region Ten and also with the Career Technical Education Community Collaboratives in both San Diego and Imperial Counties to maintain a truly regional scope.	B. Establish and maintain formal ongoing and effective communication and coordination strategies with all regional partners. Based upon agreement at May, 2008 Stakeholder meeting, do not require attendance of Stakeholders at meetings, but provide written updates of progress on a quarterly basis.	July, 2008- June, 2009	B. Roster of Partners and quarterly summaries of progress to date will be shared with Stakeholders in electronic Newsletters		Project Assistant

Outcomes	Activities	Timeline	Product	Budget	Responsible Partner
C. Programs of Study will address labor market demand in the region.	C. Research appropriate labor market information data to ensure Tech Prep pathway alignment and responsiveness to regional economic needs.	November, 2008	C. Labor Market summary with information provided by local Workforce Investment Boards and Economic Development Councils for each career pathway.		Local Tech Prep Consortia Directors
D. 1. Industry partners will provide ongoing feedback in the development of career pathways developed in this project. In turn, they will have knowledge of training opportunities available in these pathways.	D. 1. Align business and industry partnerships to support the Tech Prep pathway being developed or supported by project funds.	October, 2008	D. List of industry partners for each Tech Prep Pathway.		Local Tech Prep Consortia Directors
D. 2 High school and college faculty will further develop relationships with industry partners to ensure that instruction and curriculum reflect workplace requirements.	D. 2. Meetings with industry partners and high school and college faculty members to review pathway and Programs of Study.	November, 2008 to April, 2008.	D. 2. Written summary of meetings to be provided at each Regional Consortia quarterly meeting.		Local Tech Prep Consortia Directors

Outcomes	Activities	Timeline	Product	Budget	Responsible Partner
E. Partners will have current knowledge of regional resources and expertise in a variety of pathways and aspects of workforce preparation which they may be able to apply to their own work.	E. Complete or review an existing resource-mapping activity for new and existing resources within the regional partnership applicable to the intent of this project.	September, 2008	E. Update summaries of grant funded activities listed on Region Ten website to include most recent awards, such as CTE collaborative grants, 1D Facilities Grant and Workforce Investment Board Grants.		Project Director
F. Each partner will be aware of their own progress in completing work plan activities and also be aware of the work of all six local consortia in addressing project tasks.	F. Implement the regional work plan in collaboration with all required partners based on the requirement of this application.	July, 2008- June, 2009	F. Quarterly Progress Reports and products listed here.		Project Director and local Tech Prep Consortia Directors.
G. San Diego and Imperial Counties will continue to pursue a systematic approach to workforce participation that encompasses both secondary, postsecondary systems in collaboration with economic development and workforce investment goals.	G. Develop a sustainability plan for maintaining a regional delivery system and continuation of high-quality Tech Prep programs within the region.	April, 2009	G. Approved motion to continue Tech Prep Coordination Structure with Management Team, Stakeholder involvement, and cross county collaboration to address ongoing workforce preparation needs for Region 10		Project Director and local Tech Prep Consortia Directors.

Outcomes:	Activities	Timeline	Product	Budget	Responsible Partner
H. Products and lessons learned in the process of implementing this project will be shared with colleagues throughout the state	H. Participate as a presenter at the annual Educating for Careers Conference, to be held during February 2009 in Orange County area. Present at California Community Colleges Association of Occupational Educators in San Francisco in March, 2009	February and March 2009	PowerPoint document and presentation by available members of Tech Prep Coordination Project.		

Appendix G
Work Plan—Task 2

Regional Tech Prep Program

Assist local consortia with the development and implementation of regional Tech Prep programs and activities.

Outcomes	Activities	Timeline	Product	Budget	Responsible Partner
A.1. Programs of Study will be part of regional articulation agreements.	A. Develop or implement regional articulation agreements between the participants in the consortium	September, 2008 to April, 2009	Reviewed and updated articulation agreements in each of six local consortia to incorporate Program of Study template.	Task 2 Total= \$44,817	Local Tech Prep Consortia Directors
B. Students will have access to additional Programs of Study in a variety of career pathways.	B. Develop programs of study that combine a minimum of 2 years of secondary education with a minimum of 2 years of postsecondary education in a nonduplicative, sequential course of study; and or an apprenticeship program of not less than 2 years following secondary education instruction	September, 2008 to April, 2009	B. A minimum of two new programs of study in each of six local consortia.		Local Tech Prep Consortia Directors
C. Students will be able to enroll concurrently in postsecondary courses by completing articulation requirements.	C. Include opportunities for tech prep secondary education students to earn early college credit in secondary and postsecondary education courses	April, 2009	C. List of aligned programs of study for region identifying articulated courses.		Local Tech Prep Consortia Directors

Outcomes	Activities	Timeline	Product	Budget	Responsible Partner
D. All partners will have opportunity to participate and review meetings and reports on line, minimizing travel time and costs.	D. Use educational technology and distance learning, as appropriate, to involve all the participants in the consortium more fully in the development and operation of the Tech Prep program.	Ongoing	D. Summaries of regional meetings using on-line and/or teleconferencing Meet and Confer system provided by Chancellor's Office.		Local Tech Prep Consortia Directors
E. A coherent system for Programs of Study will be developed for use throughout the state.	E. Regional Tech Prep Collaborative will assist the CDE and COCCC with the development and implementation of state models of programs of study.	Ongoing	E. Programs of Study posted on Region Ten website, and local consortia website, using www.careermajors.org template, approved by CDE and COCCC. Presentations and on-line meetings with CDE and COCCC staff, as needed.		Project Assistant Project Director and local Tech Prep Directors, as needed.

Regional activities will include assisting local tech prep consortia to develop or implement regional articulation agreements between the participants in the consortium; programs of study that combines a minimum of 2 years of secondary education with a minimum of 2 years of postsecondary education in a non-duplicative, sequential course of study; and or an apprenticeship program of not less than 2 years following secondary education instruction, include opportunities for tech prep secondary education students to enroll concurrently in secondary education and postsecondary education coursework) use educational technology and distance learning, as appropriate, to involve all the participants in the consortium more fully in the development and operation of the Tech Prep program.

Regional Tech Prep Collaborative will assist the CDE and COCCC with the development and implementation of state models of programs of study.

Work Plan—Task 3
Regional Curriculum Development and Evaluation
Assist in the development and evaluation of Tech Prep curriculum for regional delivery.

Outcomes	A. Activities	Timeline	Products	Budget	Responsible Partner
A, B and C. Tech Prep curriculum developed by each local consortia that addresses outcomes identified by California Department of Education and listed at bottom of this page.	A. Each local consortia will facilitate meetings of college and high school faculty to develop curriculum based upon needs identified in the Program of Study for at least two career cluster areas pathways.	July, 2008-May, 2009	A. Reviewed and updated articulation agreements in each of six local consortia to incorporate Program of Study template.	Task 3 Total=\$33,666	Local Tech Prep Consortia Directors
	B. Regional Collaborative will work with the Statewide Career Pathways project through the Academic Senate for curriculum and articulation templates.	November, 2008 to May, 2009	B. New courses will use templates developed by Statewide Career Pathways project and courses will be sent to Statewide Career Pathways Project for inclusion in their listings.		Local Tech Prep Consortia Directors

Curriculum must integrate academic and career and technical education instruction, and utilizes work-based and work-site learning experiences where appropriate and available; provides technical preparation in a career field, including high skill, high wage, or high demand occupations; as appropriate, through applied, contextual, and integrated instruction, in a coherent sequence of courses, leads to technical skill proficiency, an industry recognized credential, a certificate, or a degree, in a specific career field;" leads to placement in high skill or high wage employment, or to further education; and utilizes career and technical education programs of study, include the development of tech prep programs for secondary education and postsecondary education that meet academic and CTE standards developed by the State; links secondary schools and 2-year postsecondary institutions, and if possible and practicable, 4-year institutions of higher education

Regional Collaborative will work with the Statewide Career pathways project through the Academic Senate for curriculum and articulation templates.

Work Plan—Task 4
Professional Development
 Provide regional and local professional development for teachers, faculty, counselors and administrators.

Outcomes	Activities	Timeline	Product	Budget	Responsible Partner
A. and B. Professional Development Activities for teachers, faculty, counselors and administrators that supports that addresses outcomes identified by California Department of Education and listed at bottom of this page.	A. As agreed in May, 2008 Stakeholder meeting, professional development will be infused in existing local and regional meetings of high school and college faculty, counselors and administrators, to minimize impact on staff schedules, stretched thin by current budget reductions. Whenever feasible, meetings will be provided on line or via teleconference to minimize travel and meeting costs.	July, 2008-May, 2009	A. Minimum of one Professional Development event relative to outcomes identified for this task, provided for high school teachers and college faculty and for administrators and for counselors in each local consortia.	Task 4 Total=\$73,981	Local Tech Prep Consortia Directors
	B. Each local consortia will facilitate in-person meetings of college and high school faculty to develop curriculum based upon needs identified in the Program of Study for at least two career cluster areas. pathways. (also Task 3A)	July, 2008-May, 2009	B Reviewed and updated articulation agreements in each of six local consortia to incorporate Program of Study template. (also Task 3A)		

Professional Development must support effective implementation of tech preprograms support joint training in the tech prep consortium; support the needs, expectations, and methods of business and all aspects of an industry; supports the use of contextual and applied curricula, instruction, and assessment; supports the use and application of technology; and assists in accessing and utilizing data.

Work Plan—Task 5

Tech Prep Student Support

Assist local consortia to provide information to students regarding tech prep programs; support student progress in completing tech prep programs.

Outcomes	Activities	Timeline	Product	Budget	Responsible Partner
A. B. and C. Information will be provided to students and will include the outcomes identified by California Department of Education, as stated at bottom of this page. :	A. Create print brochures for distribution to high school students, noting the availability of Programs of Study and the website that provides detailed information.. Print brochures will include notice of access to special populations.	February, 2009	A. Print brochure for each local consortia listing programs of study and articulation opportunities. Print brochures will include notice of access to special populations	Task 5 Total=\$49,293	Local Tech Prep Directors
	B. Address the needs of special population students at all professional development events for instructors, counselors and administrators.	July, 2008- May, 2009	B. Program of Study web pages on existing Region 10 website existing will provide links to O'Net and Career Voyages for career assessment and labor market information		Project Director
	C. Provide tours and college events for students and counselors in career pathways. Include promotion of nontraditional career options.	October, 2008 to May, 2009	C. Records of student attendance at career fairs.		Local Tech Prep Directors

D. Coordinate with activities conducted under title I.	D. Contact Title I coordinators at each high school to advise them of Programs of Study and Career Technical Education opportunities for students.	September 2008	D. Email listserv of all high school Title I coordinators and messages sent.		Project Director
<p>Outreach must include the use of graduation and career plans; provide information on related employment opportunities; ensure that students are placed in appropriate employment or further postsecondary education; stay current with the needs, expectations, and methods of business and all aspects of an industry; and provide comprehensive career guidance and academic counseling to participating students, including special populations; provide equal access, to the full range of technical preparation programs (including pre-apprenticeship programs), to individuals who are members of special populations, including the development of tech prep program services appropriate to the needs of special populations; provide for preparatory services that assist participants in tech prep programs; and coordinate with activities conducted under title I.</p>					

Work Plan—Task 6 Tech Prep Reporting and Accountability Data

Assist local consortia establish and report indicators of performance for each tech prep program for which the consortium receives a grant under this title. (Cal-pass)

Outcomes	Activities	Timeline	Product	Budget	Responsible Partner
A. Local consortia will report outcome data using the indicators of performance detailed in the footnotes on this page.	A. Review current data and establish indicators of performance through discussion at Regional Management Team Meetings.	November, 2008	A. Indicators of Performance for each local consortia.	Task 6 Total=\$28,416	Local Tech Prep Directors.
B. Regional Consortia will work with Cal-PASS and local consortia to report data as required by the Act.	B. Provide training on the procedures for using Cal-PASS.	September, 2008 to April, 2009	B. Meeting Agenda Attendance Roster		Project Director

*The indicators of performance shall include the following:

- A) The number of secondary education tech prep students and postsecondary education tech prep students served.
- (B) The number and percent of secondary education tech prep students enrolled in the tech prep program who—
 - (i) enroll in postsecondary education;
 - (ii) enroll in postsecondary education in the same field or major as the secondary education tech prep students were enrolled at the secondary level;
 - (iii) complete a State or industry-recognized certification or licensure;
 - (iv) successfully complete, as a secondary school student, courses that award postsecondary credit at the secondary level;
 - (v) enroll in remedial mathematics, writing, or reading courses upon entering postsecondary education.
- (C) The number and percent of postsecondary education tech prep students who—
 - (i) are placed in a related field of employment not later than 12 months after graduation from the tech prep program;
 - (ii) complete a State or industry-recognized certification or licensure;
 - (iii) complete a 2-year degree or certificate program within the normal time for completion of such program; and
 - (iv) complete a baccalaureate degree program within the normal time for completion of such program
- D. Regional Collaborative will work with Cal-pass and local district to report data as required by the Act.

Work Plan—Task 7
Tech Prep Student Support

Attend mandatory meetings.

Outcomes	Activities	Timeline	Product	Budget	Responsible Partner
A. Receive additional contract training and state updates. Present products and lessons learned in the process of implementing this project will be shared with colleagues throughout the state	A. Travel for one person to the Orange County area to present at the 2009 Educating for Careers Conference.	February, 2009	PowerPoint document and presentation by available members of Tech Prep Coordination Project.	Task 7 Total=\$1000	Project Director

Tech Prep Regional Coordination Project – Region 10

Funding Source	Carl D. Perkins Vocational and Technical Education Act of 2006
Funding Category	Title II – Tech Prep Education
Application Title	Tech Prep Regional Coordination Project
Funding Period	July 1, 2008 – June 30, 2009
Amount of Award	\$300,000
Application Submission Deadline	June 23, 2008

Project Management.

The project management team must be composed of representatives from each Tech Prep Local Consortia (education partners and appropriate business and industry partners), workforce investment boards, and economic development agencies.

Please include the following:

- Résumés for the project director and bio for key personnel identified in the budget detail.*

Project Management Team

The Management Team for the Tech Prep Regional Coordination Project will be responsible for guidance and recommendations regarding the services of the project and will include representatives from each of the local Tech Prep Consortia, the representatives of the two partner Workforce Investment Boards and representatives from the two partner regional economic development agencies. In addition, one representative from San Diego County ROP will serve on the Management Team. The Management Team is expected to use technology to facilitate regional participation in monthly meetings. This may include use of two-way video conferencing and telephone conference calls. The Project Director will serve as Chairperson of the Management Team. The appropriate deans of the four partner colleges will be notified of the meetings and invited to attend.

Management Team members will work together with the Project Director on the implementation of the work plan. In addition, the Management Team member organizations will all share responsibility for helping to ensure the maximum leveraging of project funds.

Serving as a forum to maintain communication and collaboration among the project partners, the Management Team will be involved in the development and evaluation of project policies, procedures and activities.

Below is a list of the partner organizations and Management Team members:

Local Tech Prep Consortia Partners

Grossmont-Cuyamaca Community College District – Natalie Ray
Imperial Valley College – Mary Camacho, Tech Prep Director

San Diego Community College – Lynne Ornelas, Associate Dean
Mira Costa College- Jean Kaput, Tech Prep Director
Palomar College- Rita Campo Griggs, Tech Prep Coordinator
Southwestern College –, Dean Economic Development and Customized Training

Workforce Investment Board Partners

San Diego Workforce Partnership/WIB – Mark Cafferty, Chief Operating Officer
Workforce Investment Board of Imperial County: Sam Couchman, Director of
Imperial County Office of Employment Training

Economic Development Council Partners

San Diego Association of Governments: Cheryl Mason, Senior Research Analyst
Imperial Valley Economic Development Corporation: Mr. Timothy E. Kelley,
President/Chief Executive Officer

Regional Occupational Program

San Diego County Regional Occupational Program: Valerie Hesson, Coordinator
Imperial Valley Regional Occupational Program: Mary N. Camacho,
Superintendent

Secondary Partners:

Brenda J. Haley, Career Guidance Specialist, Brawley Union High School
Joan Hafer, Director II, Grossmont Union High School District
Peggy Miller, Director Regional Occupational Program, Oceanside Unified
Trish Hakola, Assistant Principal Career Technical Education and Adult
Education
Ralph West, Program Manager, School to Career San Diego Unified

Postsecondary Partner

San Diego State University
Nancy Farnan, Director - School of Teacher Education San Diego State
University

Employers

Aaron Popejoy, Director, Account Manager, Conveyor Group
George Dowden, Image and Ink
Sandy Freese, Human Resource Manager, Neiman Marcus San Diego
Larry Lieber, Detective, Office of the Mayor, City of San Diego
Maria Kachadoorian, Director of Finance/Treasurer, City of Chula Vista

Project Staff

Maureen Gevirtz, Ed. D., Project Director
Administrative Assistant: Tammy Montgomery

Vitae for Members of Project Management Team

<i>Maureen Gevirtz, Project Director (Grossmont-Cuyamaca Community College District Auxiliary)</i>	<ul style="list-style-type: none"> • Dr. Gevirtz worked for 20 years in Career Technical Education programs in San Diego County • Former positions include Director of Special Programs, Lead Coordinator School-to-Career San Diego County ROP, Coordinator Perkins Special Populations San Diego Unified, Director of Counseling, St. Mary's College, Director of Resource Action Program, Winona Public Schools.
<i>Natalie Ray, Tech Prep Director, Grossmont-Cuyamaca Community College District</i>	<ul style="list-style-type: none"> • Natalie Ray is Project Director for Tech Prep, Health Pathways Program, Quick Start Grant for Grossmont College and Cuyamaca College • Adjunct instructor, Media Communications • Adjunct outreach/general counselor
<i>Rita Campo Griggs, Tech Prep Director, Palomar College</i>	<ul style="list-style-type: none"> • Rita Campo Griggs has 16 years experience as a Fashion Merchandising instructor for Palomar College. • Concurrently has 20 years of Industry Experience which includes; Visual Merchandising, Corporate Stylist, and a Marketing Director for major department stores
<i>Jean Kaput, Tech Prep Director, Mira Costa College</i>	<ul style="list-style-type: none"> • Jean Kaput has worked for ten years in Career Technical Education programs in San Diego and Alameda counties • Her former positions include Career Preparation Coordinator, Adult Education Administrator and Tri-Valley Educational Collaborative member.
<i>Lynne Ornelas, Associate Dean/ Tech Prep Director San Diego Community College District</i>	<ul style="list-style-type: none"> • Ms. Ornelas has over 15 years of project management experience in career technical education for the San Diego Community College District. • She has worked extensively with the San Diego Unified School District's School to Career Office as the Tech Prep Director • Currently serves as the Acting Manager for Workforce Development for San Diego Community College District.

Vitae for Members of Project Management Team (continued)

<p><i>Timothy Kelley, President, Chief Executive Officer Imperial Valley Economic Development Corporation</i></p>	<ul style="list-style-type: none"> • Mr. Kelley is President/CEO of the IVEDC. Formed in 1999 as a public private entity that focuses on regional economic development strategies. The IVEDC acts as the lead agency for the County of Imperial and the seven incorporated cities. • Extensive understanding of the western regional border and its effect on local economies and international trade. • Serves on several Boards and Commissions relating to Economic Development, Workforce Training, and Education including the Vice Chairman of the Imperial County Workforce Investment Board, California Center for Border Regional Economic Strategies Advisory Board, Chairman Citizens Advisory Board for Calipatria State Prison. Vice Chair of the P-16 council business committee. Vice Chair of the Salton Sea authority Finance Committee.
<p><i>Mary Camacho, Superintendent, Imperial Valley ROP Director, Imperial Valley Tech Prep Consortium</i></p>	<ul style="list-style-type: none"> • Ms Camacho has served as Superintendent of IVROP for the last twelve years. She has 31 years of experience working in K-12 education, having served as a vocational high school teacher, high school administrator and a district office administrator in curriculum and special projects. I • Extensive experience in administrating local, state and federally funded youth and adult programs. • Ms. Camacho sits on Imperial County's WIB, the Imperial Valley Housing Authority, Local Entity and the local P-16 College Going Initiative Council.
<p><i>Valerie Hesson, Coordinator, San Diego County Regional Occupational Program</i></p>	<ul style="list-style-type: none"> • Ms. Hesson has 19 years of ROP experience • Previous projects include developing pathways, coordinating the Perkins program at site and district levels and coordinating industrial arts programs. • Currently, reviews and approves ROP Programs, coordinates workshops for counselors, compiles the San Diego County Perkins application and oversee the allocations to the districts.
<p><i>Mark Cafferty, Chief Operating Officer San Diego Workforce Partnership/WI B</i></p>	<ul style="list-style-type: none"> • Mr. Cafferty has over 15 years experience in workforce preparation programs. • Serves as Chief Operating Officer of the San Diego Workforce Partnership, which is the county recipient of the local Workforce Investment Act (WIA) funds.

Vitae for Members of Project Management Team (continued)

<p><i>Sam Couchman, Director of Imperial County Office of Employment Training Workforce Investment Board Imperial County</i></p>	<ul style="list-style-type: none"> • Mr. Couchman has been employed with the County of Imperial for thirty years. He has served as Director of the Office of Employment Training (ICOET), which is the county recipient of the local Workforce Investment Act (WIA) funds. • His agency also serves as the lead business agent for the One-Stop Business and Employment Services in Imperial Valley. • Mr. Couchman serves as a member of the Workforce Investment Board of Imperial Valley and currently is Secretary/Treasurer for the Brawley Economic Development Commission.
<p><i>Cheryl Mason, Senior Research Analyst San Diego Association of Governments</i></p>	<ul style="list-style-type: none"> • Ms. Mason recently worked over ten years as the Employment Development Department's labor market analyst for San Diego and Imperial Counties. • She is an expert on the labor market in San Diego and Imperial Counties • With her current employer, she works with economic development agencies to provide them economic, labor force, and demographic information.

Project Director Resume

Maureen Gevirtz, Ed.D.,

Experience:

Director of Special Projects San Diego County ROP

- *Responsible Programs and Services Standing Committee, Responsible for coordinating and monitoring 14 school districts and community college Perkins 132 plans and activities.*
- *Responsible for coordination of programs and budgets for districts in North, Metro and East Counties.*
- *Responsible for Tech Prep Committee, Support for Student Services Action Team, Data and Accountability Action Team*
- *Created School to Career Resource Center and website*
- *Authored and supervised grants from Workforce Investment Board, and California Department of Education*
- *Wrote Self Study for Western Association of Schools and Colleges accreditation.*

Coordinator of Special Populations, San Diego Unified

- *Developed and monitored grants for gender equity and special populations.*

- Implemented first nontraditional career fair.

Acting Vice President for Student Affairs, California School for Professional Psychology (now Alliant International University) San Diego California

- Responsible for admissions, registration, student evaluation

Director of Counseling, St. Mary's College, Winona, MN.

- Provided workshops on personal development
- Supervised psychometrician, 2 counselors
- Provided group and individual counseling to faculty, staff and students
- Created and directed Women Ahead outreach program to remove barriers for college entry for adult women
- Director of Resource Action Program, Winona Public Schools, Winona Minnesota.
- Supervised 2 classroom teachers, 2 counseling staff and college tutors at junior high and high school in school-within-a-school program for high risk students. Project was funded by Department of Labor.

Assistant Professor, Psychology, St Mary's College, Winona Minnesota,

- Taught General Psychology and Developmental Psychology courses.
- Created career development course for liberal arts credit.

Education:

- Doctor of Education, Northern Arizona University (dissertation: Managing Change in Vocational Education)
- Master of Arts, Psychology, De Paul University, Chicago,
- Bachelor of Arts, Psychology, University of Dayton
- Credentials:
 - o State of California: Consumer and Family Studies, Language Arts, Social Studies, Pupil Personnel, Administrative Credential
 - o Community College, Supervisor, Life
 - o Community College Instructor, Life
 - o Community College Counselor, Life

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT:

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

Invoices shall include the Agreement Number and shall be submitted in arrears, not more frequently than monthly in duplicate to:

California Department of Education
Secondary, Postsecondary, and Adult Leadership Division
1430 N Street, Suite 4503
Sacramento, CA 95814
Attention: Geoff Belleau

II. BUDGET CONTINGENCY CLAUSE:

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

III. PAYMENT:

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

IV. TRAVEL:

All travel costs shall be reimbursed at rates not to exceed those established for CDE's nonrepresented employees, computed in accordance with and allowable pursuant to applicable Department of Personnel Administration regulations.

V. WITHHOLD/FUNDING CONTINGENCY LANGUAGE (rev. 7/1/08):

In accordance with the requirements set forth in the State Contracting Manual, Section 7.33B, the State shall withhold from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of that payment. Such retained amount shall be held by the State and shall be released pending final completion of this Agreement to the satisfaction of the State and completion and submission of a Contract/Contractor Evaluation (Std. 4) form by the CDE's contract monitor to the Contracts Office. (See Contractors Evaluation Clause - Exhibit E)

VI. BUDGET ADJUSTMENTS:

Surplus funds from a given line item of the budget may be used to defray allowable direct costs under the budget line items up to ten percent (10%) with prior written approval of the Department of Education. Any change of more than ten percent (10%) requires a contract amendment and approval by the State Department of General Services. Budget adjustments shall not be allowed which increase the compensation rate for consultants.

Budget Summary

Tech Prep Coordination Project - Region 10

Budget Classification	Description	Revised Budget Total
1000	Certificated Salaries/Professional Staff	51,731.42
2000	Classified Salaries	24,944.00
3000	Employee Benefits	7,638.50
4000	Books and Supplies	917.08
5000	Services, Conferences, Travel, and Other Operating Expenses	205,569.00
6000	No Capitol Outlay/Equipment	0.00
Subtotal		290,800.00
7000	Indirect rate limit to 4%(indirect calculated after excluding the portion of each subcontract that exceeds \$25,000	9,200.00
Total Costs (Class 1000-7000)		300,000.00

Tech Prep Regional Coordination Project - Region 10
Budget Detail 07/01/08 - 06/30/09

Budget Classification	Budget Category/Description/Task Number	07/01/08 - 06/30/09	Total
1000	Certificated/Professional Staff Salaries (Tasks 1-7)		
	Director (69 days)@ 454.72/day: 9/1/08-6/30/09=60 days, 7/1/09-8/31/09=9 days MG	31,376	
	Career Pathway Outreach Counselor (GCCCD) 579.14 hrs x 35/hr (Tasks 4,5)	20,270	
		51,646	51,646
2000	Classified Salaries (Tasks 1,2,4)		
	Project Asst .20 FTE of \$3,655 for 12 mos- TM	8,772	
	Career Pathway Ambassadors (GCCCD) 1244.30 hrs x 13/hr, (311 ambassadors)	16,176	
		24,948	24,948
3000	Employee Benefits (Tasks 1-6)		
	(Director: (for salary 10 mos Sept- June=\$27,283 and 2 mos July-Aug=\$4092: Medicare @1.450%*32,740,FICA @6.2%*32,740,SDI.900%,*32,740,SUI @4.3% of 7000=301,ETT@.01% of 7000	2,991	
	Project Asst For.20 FTE: \$7310 salary, (10 mos Sept-Jan) \$1462 salary (2mos July-August) PERS 9.498%, Medicare 1.450%,FICA 6.2%, SDI .900%, SUI 4.3% of first \$7000 *.20 time, ETT.01% on first \$7000*.20 time, Health and Welfare for 2008= \$755*.20 time, Health and Welfare 2009 \$831*.20 time.	3,578	
	SP Outreach Counselor 20,270 x 11% = 2,230 CP Ambassadors 16,176 x 20% = 324	2,554	
		9,123	9,123
4000	Books and Supplies		
	Supplies/copies/printing: (Tasks 1-6)Regional meetings: (Tasks 1,2,3)) approximately 4 meetings of Management Team; meeting supplies, copies, and related	2,478	
		2,478	2,478
5000	Services, Conference, Travel, and Other Operating Expenses		
	postage: (Tasks 1,2,4,5)	300	
	Travel: (Task 7) Career Pathways Conference in Orange County, presentations to state conferences to promote Programs of Study.	3,000	
	mileage: (Tasks 1,2,4,7) meetings with local tech prep consortia and partners	550	
	Outside Printing (Tasks 1,2,4,5)	900	
	Website Implementation and Operation (Tasks 1,2,4,5)	3,209	
		7,959	7,959
5000 (cont.)	Imperial Valley Regional Occupation Program (Tasks 1-6): Develop model programs of study in the manufacturing and product development sector.		

Tech Prep Regional Coordination Project - Region 10
Budget Detail 07/01/08 - 06/30/09

Budget Classification	Budget Category/Description/Task Number	07/01/08 - 06/30/09	Total
	Certificated/Professional Staff Salaries Tech Prep Coordinator, TBA (\$7,314/month x 18% x 12 months)	15,798	
	Instructors/Counselors - Teacher Extensions (\$29/hour x 40 hours x 2 ea.)	2,320	
	Instructors/Counselors - Job Shadows(\$29/hour x 20 hours x 2 ea.)	1,160	
	Classified Salaries Program Coordinator, Gabriel Aguirre (\$6,634/month @ 5%=\$331.7 x 12 mo)	3,980	
	Benefits	4,667	
	Supplies and materials (Tasks 1,2,4,5)	545	
	Transportation Costs: Recruitment field trip to colleges/universities in Imperial/San Diego - bus transportation (\$1,200 ea. x 3 sites and \$200 x 3 sites). Lodging, travel and per diem for externships (\$700 x 2) (Tasks 2,4,5)	5,600	
	Communication costs - phone, fax, internet, postage, pager, etc. (\$20 p/mo x 12 months) (Task 1-6)	240	
	Reproduction costs for printing of forms, business cards, brochures, flyers, copies, etc. (\$75 p/mo x 12 months). Newsletter \$1,450 (Tasks 1,4,5)	2,350	
	Facility rent/utilities/household expense (\$70 p/mo x 12 months) (Task 1-6)	840	
	indirect of 4%	1,500	
	\$39,000 Total contract		
	Imperial Valley Total	39,000	39,000
5000 (cont.)	MiraCosta Community College District (Tasks 1-6): Develop model programs of study in the Health and Human Services (biotech) sector.		
	Classified Salaries: Tech Prep Coordinator – 24% full-time, \$1,832/mo for 10 mos (remaining 2 mos paid from alternate funding source).	18,320	
	Tech Prep Assistant - 5% full-time salary, \$312/mo for 10 mos (remaining 2 mos paid from alternate funding source).	3,120	
	Benefits: Tech Prep Coordinator – 24% full-time, \$617/mo for 10 mos (remaining 2 mos paid from alternate funding source).	6,170	
	Tech Prep Assistant – 5% full-time, \$116/mo for 10 mos (remaining 2 mos paid from alternate funding source).	1,160	
	Books and Supplies: Printing of Programs of Study brochures. (Tasks1,4,5)	800	
	Supplies for professional development workshops. (Tasks 1,4)	800	
	Miscellaneous office supplies. (Tasks1,4,5)	500	
	Postage for distribution of Programs of Study brochures. (Tasks 1,2,4,5)	500	
	Professional development activities for local consortia partners. (Tasks1,4)	3,500	
	Substitute costs for consortia partners to attend professional development activities. (Tasks 1,4)	2,130	
	Mileage: Meetings with local Tech Prep consortia and partners. (Tasks1,2)	500	
	Indirect 4%	1,500	
	\$39,000 Total contract		
	Mira Costa Total	39,000	39,000

Tech Prep Regional Coordination Project - Region 10
Budget Detail 07/01/08 - 06/30/09

Budget Classification	Budget Category/Description/Task Number	07/01/08 - 06/30/09	Total
5000 (cont.)	Palomar Community College District (Tasks 1-6): Develop model programs of study in the Fashion and Interiors sector.		
	Certificated/Professional Staff Salaries		
	Stipends for Professional Staff and guest speakers	10,000	
	Classified Salaries (Tasks)		
	5 Part-time classified staff at \$1,000.	5,000	
	Benefits	465	
	Supplies (Tasks1,4,5)	1,000	
	postage: (Tasks1,2,4,5))	500	
	Travel: (Task 7) Career Pathways Conference in Orange County, presentations to state conferences to promote Programs of Study.	3,000	
	Mileage: (Tasks 1,2) meetings with local tech prep consortia and partners	2,500	
	Video (Tasks 1,2,4,7)	3,000	
	Sub for High School teachers (Tasks1,2,4)	5,000	
	Media and print materials (Tasks 1,4,5)	7,035	
	Indirect of 4%	1,500	
	\$39,000 Total contract		
	Palomar Total	39,000	39,000
5000 (cont.)	San Diego Community College District (Tasks 1-6): Develop model programs of study in the Public Services (Public Safety) sector.		
	Certificated/Professional Staff Salaries Faculty time for curriculum development, coordination of pathway activities, joint training on program of study development/implementation, joint training and input of regional program of study website information.	15,000	
	Classified Salaries (Tasks) Project support to include input of regional program of study website information and data and accountability reporting.	3,000	
	Benefits	3,300	
	Supplies (Tasks1,4,5)	3,200	
	postage: (Tasks 1,2,4,5)	100	
	Travel: (Tasks 7) Career Pathways Conference in Orange County, presentations to state conferences to promote Programs of Study including CCCAOE.	1,600	
	Mileage: (Tasks 1,2) meetings with local tech prep consortia and partners	300	
	Contracts to secondary partner for joint curriculum development, coordination of activities for program of study development including training and professional development. (Tasks 3,4)	10,500	
	Meeting expenses (Tasks 1,2)	500	
	Indirect of 4%	1,500	
	\$ 39,000 Total contract		
	SDCCD Total	39,000	39,000

Tech Prep Regional Coordination Project - Region 10
Budget Detail 07/01/08 - 06/30/09

Budget Classification	Budget Category/Description/Task Number	07/01/08 - 06/30/09	Total
5000 (cont.)	Southwestern Community College District (Tasks 1-6): Develop model programs of study in the Finance and Business sector, and two new programs in Arts Media and Entertainment for Telemedia and Music programs of study, and Public Service with an emphasis in Law Enforcement and Public Safety.		
	Certificated Salaries: Professional Staff \$11,000 salaries (Project Coordinator \$8,000 and On-Site Web Designer \$3,000) Project Coordinator time 100 hours X \$80.00 for research, development, coordination, and implementation of three programs of Study. On-Site Web Designer time 60 hours X \$50.00 for development of web site template, input of data elements, and linking of programs of study to Career Pathways host site.	11,000	
	Benefits \$1210 (Project Coordinator \$8,000 X 11%, On-Site Web Designer \$3,000 X 11%)	1,210	
	Marketing materials to promote website includes flyers to promote website, on-site web-developer and postage (Tasks 1-5)	4,790	
	Travel: (Task 7) Career Pathways Conference in Orange County, presentations to state conferences to promote Programs of Study. 3 member team sent to conference to include 1 coordinator, 1 Southwestern College representative, and one High School District representative	1,500	
	High School Counselor/Faculty contacts/developers for 2 programs of study. 10 Stipends @ \$1,000 each, 1 Lead faculty for each program of study 2 Stipends @ \$2,000 each. 5 Trained Program of Study Coordinators responsible for faculty and staff training districtwide 5 Stipends @ \$1,000 (Tasks 1-6)	19,000	
	Indirect of 4%	1,500	
	\$39,000 Total contract		
	Southwestern CCD Total	39,000	39,000
	5000 Total	202,959	
6000	Capital Outlay		0
7000	Indirect Rate @ 4% (Indirect calculated after excluding the portion of each subcontract that exceeds \$25,000	8,846	8,846
Total			300,000

EXHIBIT D

SPECIAL TERMS & CONDITIONS

I. INFORMATION TECHNOLOGY (IT) REQUIREMENTS (Rev. 10/11/07):

For contracts that require the Contractor to develop, modify or maintain any type of Web product (which includes but is not limited to a Web page, Web document, Web site, Web application, or other Web service), or contracts that include a Web product as a deliverable or result, Contractor hereby agrees to adhere to the following California Department of Education (CDE) Web standards:

1. All Web site and application pages/documents which can be seen by users must be reviewed and approved as required by the CDE's DEAM 3800 process. Contractor agrees to work through the CDE Contract Monitor for this agreement to ensure the DEAM 3800 process is implemented.
2. Web sites and Web applications must adhere to the appropriate CDE Web Standards as specified at <http://www.cde.ca.gov/re/di/ws/webstandards.asp>.
3. Contractor must provide the application and/or Web site source code, collected data and project documentation in a form to be specified by the CDE according to the following time frame:
 - a. For new sites/applications: Within 30 days of implementation. For multi-year agreements, material must also be provided annually on the contract date anniversary during the contract period.
 - b. For existing sites/applications: Within 90 days of the contract renewal or amendment execution. For multi-year agreements, material must also be provided annually on the contract date anniversary during the contract period.
4. Contractor shall monitor the Web site/application on a monthly basis (or more frequently if necessary) to identify and correct the following issues:
 - a. Broken links
 - b. Dated content
 - c. Usability issues
 - d. Circumstances where the contractual agreement is not followed
5. Contractor agrees to not violate any proprietary rights or laws (i.e., privacy, confidentiality, copyright, commercial use, hate speech, pornography, software/media downloading, etc.). Also, the Contractor agrees to make all reasonable efforts to protect the copyright of CDE content and to obtain the permission of the CDE by contacting the CDE Press to obtain permission before allowing any other entity to publish copyrighted CDE content.
6. Contractor agrees that any Web applications, Web sites, data or other files which may be needed to restore the system in the event of disaster are backed up redundantly, and that a detailed, tested plan exists for such a restoration.

7. Contractor shall provide the CDE with Web site usage reports on a monthly basis during the contract period for each Web page, document or file which can be viewed by users. Additionally, Contractor shall provide an easy mechanism for users to provide feedback on the site/application, such as a feedback form.

II. DATA MANAGEMENT (DM) REQUIREMENTS:

For contracts that require the Contractor to conduct data collection services (including, but not limited to surveys, on-line web applications, program evaluation, legislative reports, and assessment), Contractor hereby agrees to adhere to the following California Department of Education (CDE) standards:

PRIVACY, SECURITY AND CONFIDENTIALITY

If, in the course of carrying out this work, the contractor gathers or processes personal (private) information, the contractor must provide written assurance that the data will be managed in accordance with all applicable federal and California state privacy laws including, but not limited to: Family Educational Rights and Privacy Act of 1984 (20 U.S.C Sec. 1232g) and Children's Online Privacy Protection Act (COPPA), and California Education Code sections 49069 to 49079. Examples of personal information include, but are not limited to: name, telephone, e-mail account, address, date of birth and social security number.

In addition, the contractor will be expected to demonstrate that it has taken specific steps to ensure the data are kept secure and confidential as evidenced by, at a minimum, the following:

- Each and every employee, subcontractor or other person who has access to personal information is required to sign a statement that they understand that the information is personal and they will take steps to ensure that unauthorized personnel do not gain access to personal data.
- Personal data, while being transmitted electronically, must be encrypted.
- Any repository for the data will be locked and have access restricted to those personnel that have a legitimate need to access the data and have signed a confidentiality agreement.

Any security breach must be reported to CDE immediately.

CDE considers mailing information (including e-mail address) to be personal (private). As such, if the contractor asks a person for his or her mailing information, the contractor must make it clear to the person providing the information whether the information will be shared with any organization other than CDE and the contractor. In addition, the contractor will provide the person providing the mailing information an "opt-out" (i.e. the person can elect to not have his or her mailing information shared with organizations outside of CDE and the contractor).

DATA OWNERSHIP - The contractor understands that any and all data that are collected and/or generated by the work performed under this agreement are the sole property of the CDE.

USE OF PREFERRED VARIATIONS - If gathering data or creating a database, the vendor agrees to use the California Department of Education's (CDE) preferred variations* for collecting and storing specific data.

* The preferred variation is the format or content that is accepted by CDE as the preferred way of storing and/or sharing data. It may not be the preferred variation in another organization.

DATA DICTIONARIES - If the contractor is collecting data on behalf of the California Department of Education, the contractor agrees develop and maintain a complete data dictionary in accordance with the California Department of Education specifications and provide that information, in electronic format, to the Data Management Improvement Program.

III. RESOLUTION OF DISPUTES:

If the contractor disputes any action by the project monitor arising under or out of the performance of this contract, the contractor shall notify the project monitor of the dispute in writing and request a claims decision. The project monitor shall issue a decision within 30 days of the contractor's notice. If the contractor disagrees with the project monitor's claims decision, the contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent's designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the contractor to present oral or documentary evidence and arguments in support of the claim. Contractor shall continue with the responsibilities under this Agreement during any dispute.

IV. PRIOR APPROVAL OF OUT-OF-STATE TRAVEL:

All out-of-state travel by the contractor or subcontractor(s) for purposes of this contract is subject to prior written approval by the Department of Education project monitor specified in this contract.

EXHIBIT E

ADDITIONAL PROVISIONS

I. CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT:

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for Fiscal Year(s) covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

The recipient shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-133.

II. COMPUTER SOFTWARE COPYRIGHT COMPLIANCE:

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

III. CONTRACTOR EVALUATION (Rev. 3/06):

Within sixty (60) days after the completion of this Agreement, the Project Monitor shall complete a written evaluation of Contractor's performance under this Agreement. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to the Contractor within 15 working days of the completion of the evaluation. (Public Contract Code Section 10369)

IV. CONTRACTOR'S RIGHTS AND OBLIGATIONS:

Public Contract Code Sections 10335 through 10381 contains language describing the contractor's duties, obligations and rights under this agreement. By signing this agreement, the contractor certifies that he or she has been fully informed regarding these provisions of Public Contract Code.

V. RIGHT TO TERMINATE:

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render services as a result of any action by any governmental authority.

VI. PROHIBITION AGAINST OUTSIDE AGREEMENTS:

The contractor or subcontractor(s) shall not enter into agreements related to products and/or services of this contract with any out-of-state agency or organization. Any out-of-state agency or organization shall negotiate with the CDE for products and/or services pertaining to this contract.

VII. OWNERSHIP OF MATERIALS:

All materials developed under the terms of this agreement will become the property of the CDE. The CDE reserves the exclusive right to publish, disseminate and otherwise use materials developed under the terms of this agreement. (CDE reserves the right to review any materials potentially for sale to determine if they are outside the scope of work. The contractor MUST seek review and approval from CDE before proceeding to produce for sale any materials related to their contract.)

VIII. STAFF REPLACEMENTS

The contractor will be required to obtain prior approval from the CDE contract monitor before changing professional project personnel.

IX. POTENTIAL SUBCONTRACTORS:

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

INSTRUCTIONS FOR DIRECTORS OF PERKINS FUNDED SPECIAL PROJECTS – CONTRACTS STANDARD AND INTERAGENCY AGREEMENTS

This agreement is funded in part or whole with a Vocational Education Basic Grant to States or a Tech-Prep Education grant, both from the Office of Vocational and Adult Education, United States Department of Education. The Catalogue of Federal Domestic Assistance numbers are 84.048 (Basic Grant) and 84.243 (Tech Prep). The Vocational Education Basic Grant to States funds are subject to Title 34 CFR 400 and 403; EDGAR 74, 76 (except 76.103), 77, 79, 80, 81, 82, and 85; OCR Guidelines for Vocational Education. In addition to the above regulations, Tech-Prep funds are subject to Title 34 CFR 406; EDGAR, Parts 86.

The following are instructions for use by directors of vocational education special projects. General information inquiries should be directed to the Secondary, Postsecondary & Adult Leadership Division, 1430 N Street, Suite 4503, Sacramento, CA 95814.

Inquiries of a programmatic nature, amendments (budget adjustments, time extensions, etc.), fiscal claims, and narrative reports should be directed, in writing, to the project monitor identified in the contract. See examples below:

A. Schedule of Activities and Workshops

By the time a project gets under way, the schedule of activities, as presented in the proposal, may need to be changed. If so, a copy of the revised schedule must be submitted to the project monitor. Prior approval of schedule changes is necessary. Since project activities may be visited by state staff or by the third-party evaluator, it is essential that we have an up-to-date schedule and location of activities and workshops.

B. Changes in Personnel

Ordinarily, key personnel such as project directors, assistant directors, coordinators, key consultants, and other project personnel are named and their qualifications are described at the time the proposal is submitted. Therefore, approval of the project proposal is an approval of the key personnel. Consequently, any change in key personnel requires prior approval by the California Department of Education. A change may be made only for sufficient cause, and the qualifications of the newly appointed personnel must equal those of the original personnel. Requests for approval of changes in key personnel must be submitted in writing to the project monitor.

C. Changes in Operating Procedures

Major changes in the operating procedures from those originally approved require prior approval. Such approval will normally be given following the receipt of a written request with sufficient justification for the change to the project monitor. This action is necessary to ensure the intent of the original approved proposal is being carried out.

D. Contracts with Subcontractors

A contractor must receive prior written approval from the California Department of Education, if the contractor finds it necessary to subcontract work for any part of the project after approval of the original contract has been given. The project monitor will determine if an amendment to the original contract will need to be processed. The actual arrangements for, and the conditions of, such a contract are the responsibility of the contractor.

The expenditures under such a contract must conform to federal and state requirements and be stated in the contract.

E. Brochures

Five copies of brochures used for dissemination of project information or solicitation of participants for workshops must be sent to the project monitor. The following statement must be included in all brochures: "No person shall, on the grounds of sex, race, color, national origin, or handicap, be excluded from participation in, be denied the benefits of, or be subject to discrimination under this program."

F. Equipment Management

If your contract provides for equipment purchases, please refer to the Perkins website, www.cde.ca.gov/ci/ct/pk/, for information regarding equipment management. Please see the "Equipment Management Handbook," under the Forms and Files section for detailed regulations regarding equipment management.

G. Budget Adjustments

Surplus funds from a given line item of the budget may be used to defray allowable direct costs under other budget line items, provided that the California Department of Education has given prior approval. Prior approval of such a change must be obtained if ten (10) percent or more from the approved amount changes any line item. Use a format similar to the one in the approved contract indicating the changes in each line item. Enter the revision date and attach a justification with your written request to the project monitor. All budget changes should be made ninety (90) days before the termination date of the contract. Claims for funds will not be approved if any line item exceeds the authorized budget amount by more than ten (10) percent.

H. Evaluation

Project directors are responsible for making sure that project procedures, services, and products are evaluated. Methods and results of evaluation must be reported in interim (quarterly) and final reports, or as agreed upon between the California Department of Education and the contractor.

The required internal project evaluation by the contractor should concentrate on determining the degree to which objectives of the project were met, project effectiveness, number and types of clients served, and impact of the program/services on the clients.

In addition, a third-party evaluation may be required as part of the plan of work, usually through a contracted evaluation firm. The third-party evaluator may make information requests and a visitation during the project period.

I. Project Monitoring

The state staff person assigned as project monitor is responsible to ensure that the contractor follows the terms and conditions. This responsibility includes responding to questions and ensuring a timely receipt and review of interim and final reports and claims for funds. All projects, amendments, reports, and claims must be reviewed by the monitor and may be subject to additional review by others in the California Department of Education.

J. Claims for Reimbursements

1. Interim claims on contracts may be submitted quarterly or monthly according to the terms of the contract and must be accompanied by or submitted subsequent to the interim narrative reports. Submitting a standard, signed, original invoice from the contractor makes an interim claim. Please be sure to indicate your expenses by budget line item. Expenses for the 5000 category, "services and other" need to be fully detailed. The time period when the expenses occurred must be indicated on the claim.
2. Final Claims. The final claim and final narrative are due in the Secondary, Postsecondary & Adult Leadership Division within 45 days of the termination date of the contract. Any late submittal, without prior approval, is subject to denial and loss of payment. Final claims will not be paid until the final report and project products have been received and accepted. Enter the time period covered by the final claim where indicated on your standard invoice.

Submitting a completed copy (with original signatures) of a standard invoice from the contractor makes a final claim. Any line item expenditures that exceed the project approved budget amount for that line item by ten (10) percent must have prior written approval. (See Item F "Budget Adjustments.")

All claims, interim and final, should be submitted to the Secondary, Postsecondary & Adult Leadership Division, 1430 N Street, Suite 4503, Sacramento, CA 95814.

FINAL CLAIMS WILL NOT BE PAID UNTIL FINAL NARRATIVE REPORTS ARE SUBMITTED.

K. Reports

1. Interim or Progress Reports must be received before interim claims will be paid. Two copies of the reports must be submitted to the project monitor or Secondary, Postsecondary & Adult Leadership Division, and received within forty-five (45) days after completion of the project. Two copies of the report should be submitted (one a photo-ready copy) and should contain the following information:
 - a. Provide the project title, name of eligible recipient or agency, name of project director, project or contract ID number, and project beginning and ending.
 - b. Provide on the cover or title page the following statement:

"The activity which is the subject of this report was supported in whole or in part by the U.S. Department of Education. However, the opinion expressed herein do not necessarily reflect the position or policy of the U.S. Department of Education should be inferred."
 - c. Provide on a separate page(s) an executive summary that briefly reviews the entire project.
 - d. Restate the project objectives and anticipated outcomes that were given original approval.
 - e. Review the activities conducted during the project. Note any particular activities that were conducted to improve programs and/or services for disadvantaged or handicapped students and activities to help achieve gender equity in vocational education.
 - f. Detail the actual outcomes and the manner by which these outcomes were measured.
 - g. Describe the differences between anticipated outcomes and actual outcomes and explain reasons for the differences.
 - h. For research and curriculum development projects, describe how the project helped to improve teaching techniques or curriculum materials.
 - i. Describe the extent of dissemination of project products and/or services.
 - j. Describe any follow-up activities yet to be conducted and indicate the date information can be expected.
 - k. Describe the internal evaluation activities that were carried out and the results of those activities (see item G "Evaluation").
 - l. State any observations that might be helpful to others considering embarking on a similar activity by answering the question: "How could the project be modified to make it more successful?"

In addition to the final report, one set of any materials and/or products that resulted from the project must be submitted to the Secondary, Postsecondary & Adult Leadership Division with the final report. (Additional sets may be required; if so, this requirement will be part of the project or contract conditions.)

Submit a complete bibliography of all materials referenced in the manuscript, materials that you wish to identify as additional sources of information, those that must be used in the conduct of any related assignments, and so forth. Include the author's complete name; source; title; publisher; name of copyright holder, if different from the publisher; places of publication; appropriate page numbers; edition; and date of publication.

If copyrighted or borrowed materials (including illustrations) are to be used, submit the original written permission of the copyright holder with the manuscript. Failure to obtain such permission could result in the elimination of material in question from the final publications. Provide completely documented footnotes for all borrowed or copyrighted material, including author's complete name, source title, publisher's name, and so forth. It is advisable that you submit a copy of the original source from which you borrow information. If this is not possible, submit photocopies of the borrowed material and of the title page, if applicable, from the source.

(Please use college letterhead.)

INVOICE FROM:

College District: _____

Address: _____

Contact: _____

Phone: _____

Project: **Region Ten Tech Prep Coordination**

BILL TO:

Grossmont-Cuyamaca Community College District Auxiliary

Attention: Tammy Montgomery

8800 Grossmont College Drive

El Cajon, CA 92020

Phone: (619) 644-7713

Email: tammy.montgomery@gcccd.edu

DATE	DESCRIPTION	AMOUNT
	Region Ten Tech Prep Coordination Project July 1, 2008 to December 31, 2008 <i>Itemized list of charges and justification of 5000 line expenses are attached.</i>	

Signature _____
Name, Title

Please make the check **payable to:** _____


Please **mail the check to:** _____


ITEM #18 A2


March 11, 2009

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY:  Raj K. Chopra, Ph.D.
Superintendent/President

SUBMITTED BY: Mark Meadows, Ph.D. 
Vice President for Academic Affairs

INITIATED BY: Terry Davis 
Dean, School of Health, Exercise Science and Athletics

SUBJECT: Agreement with Kryterion, Inc.

RECOMMENDATION

Approve Agreement No. AR2619.09 with Kryterion, Inc., for designating Southwestern College as a High-stakes Online Secured Testing (HOST) site, for the period March 12, 2009 to March 11, 2010, inclusive, in amounts based on service hours, income to the District.

OVERVIEW

It is within the District's mission and philosophy to recognize its unique role in community education and commitment to promoting community involvement to enhance the educational needs of the students as well as supporting students at the college and within the community by having access to testing facilities within our region. Becoming a HOST site for Kryterion will provide compensation for equipment use that can benefit the college financially.

FISCAL IMPACT/ACCOUNT

Income to the District (as reflected on Schedule A-1)/Account No. 1-38896-030300-520 (General Fund)

TD:jsi

KRYTERION™ HOST™ LOCATION AGREEMENT

THIS KRYTERION HOST LOCATION AGREEMENT ("this Agreement") is made as of March 12, 2009 by and between **Kryterion, Inc.**, a Delaware corporation with offices at 7776 South Pointe Parkway West, Suite 250, Phoenix, Arizona 85044 ("Kryterion") and Southwestern Community College District, an organization with offices at 900 Otay Lakes Road, Chula Vista, CA 91910 ("HOST Entity").

Preliminary Statement

Capitalized terms used in this Preliminary Statement, but not defined herein, are defined later in this Agreement.

HOST Entity desires to operate testing center(s) on premises owned or leased by HOST Entity for the delivery of proctored, Internet-based tests provided by Kryterion ("HOST Location"), and to provide the hardware, personnel, Internet browser software, Internet connection and other facilities necessary to deliver Tests in the manner set forth in the HOST Location Policies and Procedure Manual.

HOST Entity and Kryterion further acknowledge that this Agreement may be used in connection with more than one Testing Program provided by Kryterion. To facilitate different business terms with respect to each such Testing Program, the parties agree to include such business terms in separate schedules attached to this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Kryterion and HOST Entity hereby agree as follows:

1. DEFINITIONS. The following definitions apply to this Agreement:

- 1.1. "AAA" means the American Arbitration Association or any successor thereto.
- 1.2. "Affiliate" means as to any Person, any other Person that (i) directly or indirectly controls or is directly or indirectly under common control by a third Person or (ii) is controlled, directly or indirectly, by a third Person that also controls, directly or indirectly, such Person.
- 1.3. "Business Day" means any day which is not a Saturday, Sunday or legal holiday in the State where the HOST Entity or a HOST Location resides, as appropriate.
- 1.4. "Effective Date" shall have the meaning given to it on Schedule A-1 attached to and made a part of this Agreement.
- 1.5. "HOST Entity" shall have the meaning given it in the introductory paragraph.
- 1.6. "HOST Location" shall have the meaning given it in the introductory paragraph.
- 1.7. "HOST Location Policies and Procedures Manual" means the document supplied to HOST Entity by Kryterion, which addresses, among others things, HOST Location operations, testing policies and procedures, as well as Kryterion Certified Proctor certification requirements. The HOST Location Policies and Procedures Manual, and any update provided from time-to-time by Kryterion upon not less than thirty (30) Business Days notice to HOST Entity, are incorporated herein by reference.
- 1.8. "Kryterion" shall have the meaning given it in the introductory paragraph.
- 1.9. "Kryterion Certified Proctor" (KCP) means an employee of HOST Entity who satisfies all of the requirements to be a Kryterion Certified Proctor contained in the HOST Location Policies and Procedures Manual.

- 1.10. "On-Line Proctored Testing Only" means a test that is launched by a test taker not a KCP. The test launch does not require the use of a Test Taker Authorization Code or a KCP Security Code. The computer must have a camera and the test session is not monitored by a KCP.
- 1.11. "On Site Proctored Testing Only" means a test that is launched by a KCP and requires the use of a Test Taker Authorization Code and KCP Security Code. The test session is monitored by the KCP.
- 1.12. "Owned Technology and Materials" shall have the meaning give it in Section 6.1.
- 1.13. "Person" means any corporation, governmental authority, individual, limited liability company, partnership, trust or other entity.
- 1.14. "Proprietary and Confidential Information and Materials" means all information identified by Kryterion as confidential, and shall include, but not be limited to, Owned Technology and Materials, this Agreement, the Tests, the Policies and Procedures Manual, and internal procedures for secure Test administration.
- 1.15. "Simultaneous On Site and Online Proctored Testing" means a test that is launched by a KCP and requires the use of a Test Taker Authorization Code and a KCP Security Code. The computer must have a camera and the test session is monitored by the KCP.
- 1.16. "Testing Area" means the designated room or area where any Tests are to be administered at a HOST Location.
- 1.17. "Testing Software" means the computer program known as Webassessor™ which is owned and maintained by Kryterion and licensed to HOST Entities for the exclusive purposes of Test Session scheduling, Test Session management, and test delivery.
- 1.18. "Tests" include any and all such tests as may be offered from time-to-time by Kryterion to HOST Entity for delivery at a HOST Location, and which may be more fully defined by written notices to HOST Entity.
- 1.19. "Test-taker" means an individual who registers for a Test, and engages in taking a Test at a HOST Location.
- 1.20. "Testing Program" means a Kryterion-customer testing program whose Tests are provided to Kryterion for delivery at HOST Locations pursuant to this Agreement.
- 1.21. "Testing Session" means the time scheduled and used by a Test-taker for the completion of a Test.
- 1.22. "Website" means the Internet website owned or operated by Kryterion, which website has servers on which the Tests reside and on which the Tests will be administered.

2. HOST LOCATIONS

- 2.1. HOST Entity will provide during the term of this Agreement the HOST Locations described in Schedule A-1 attached to and made a part of this Agreement. Schedule A-1 may be amended from time to time upon the mutual agreement of HOST Entity and Kryterion. Upon such mutual agreement, the parties hereto will exchange amended Schedule As, to attach to their respective counterparts of this Agreement.
- 2.2. HOST Entity's HOST Locations may be located anywhere in the world.
- 2.3. Subject to reimbursement for certain costs incurred by HOST Entity and approved by Kryterion pursuant to Sections 4(1) and 4(6)), HOST Entity, at its cost and expense shall maintain the HOST Locations and maintain and provide the furnishings, fixtures and equipment located therein or in connection therewith as set forth in this Agreement and the HOST Location Policies and Procedures Manual. HOST Entity shall not charge Kryterion any fee, commission, rent or other amount of any kind or nature for the establishment or maintenance of the HOST Locations not specified in Schedule B-1 attached to and made a part of this Agreement.

3. TERM AND RENEWAL

This Agreement shall have an initial term of one (1) year from the Effective Date hereof and can be extended by one (1) year periods on each anniversary of the Effective Date unless earlier terminated by either party upon sixty (60) Business Days written notice to the other party.

4. CERTAIN HOST ENTITY RESPONSIBILITIES

- 4.1. HOST Entity agrees, at its cost and expense, to maintain and utilize Kryterion's required software security mechanisms, which will be used to monitor and maintain the security of all Proprietary and Confidential Information and Materials and Tests.
- 4.2. HOST Entity agrees that it will not use any Test-taker information, including without limitation, Test-taker names, contact information and test results, in any manner whatsoever (including, without limitation, any mailing or marketing related activities). HOST Entity further agrees that it will not provide or sell any such Test-taker information to any Person for any purpose at any time.
- 4.3. HOST Entity will make available to each Test-taker the equipment (including, but not limited to, computer with appropriate software and browser) and furnishings required by this Agreement and the HOST Location Policies and Procedures Manual.
- 4.4. One or more designated HOST Entity employees at each HOST Location shall satisfy the requirements to become a Kryterion Certified Proctor (KCP). A KCP shall observe all Tests delivered at HOST Locations which require the services of a human proctor.
- 4.5. HOST Entity covenants and agrees that all Testing Areas, all testing conditions and all policies, procedures and other requirements concerning the administration of the Tests (including, without limitation, policies and procedures concerning security) at all HOST Locations will meet, and strictly adhere to, the standards set forth in the HOST Location Policies and Procedures Manual and this Agreement.
- 4.6. HOST Entity agrees to provide the minimum security measures set forth in the HOST Location Policies and Procedures Manual to prevent test security breaches from occurring. HOST Entity agrees to notify Kryterion of any breach or flaw in the physical or software security systems that it is aware of or becomes aware of, and such notice shall be given to Kryterion via telephone call and confirmed in writing the next Business Day after such breach is discovered. If the security measures referred to in this Section 4.6 are not provided, then at Kryterion's option such HOST Location will be removed from HOST Entity's list of HOST Locations set forth in Schedule A-1.
- 4.7. HOST Entity agrees to deliver testing services to all Test-takers that appear at HOST Locations regardless of race, creed, sex, or age and to comply with all applicable laws, orders, rules and regulations. With regard to Test-takers with disabilities, HOST Entity further agrees that each HOST Location will provide, subject to their ability, specific disability accommodations required by the Testing Program and by Kryterion.
- 4.8. During the term of this Agreement, including any renewal or extension thereof, HOST Entity will maintain a Commercial Liability Insurance policy. Such policy will provide for a combined limit of not less than US\$2,000,000 for each occurrence and shall name Kryterion as an additional insured. HOST Entity shall provide a certificate evidencing such insurance in form and substance satisfactory to Kryterion to be delivered to Kryterion on or before the Effective Date and not less than thirty (30) Business Days prior to the expiration of such insurance policy or any renewal thereof. Notwithstanding the above, should the HOST Entity be self-insured, the HOST Entity agrees to indemnify Kryterion and its Officers and Directors to the limits and extent of a Commercial Liability Insurance policy such as is required by this Agreement.
- 4.9. HOST Entity agrees to strictly adhere to all of the test administration policies and procedures set forth in the HOST Location Policies and Procedures Manual and to cause its employees and contractors to strictly adhere to those policies and procedures.

- 4.10. HOST Entity agrees to conduct itself in an ethical and professional manner and do nothing to harm the value or reputation of Kryterion, the Tests, the Testing Program or the Testing Software including: (a) interfering with or impairing service over Kryterion's network or facilities; (b) impairing the privacy of any communications over such network or facilities; (c) causing damage of any nature to Kryterion's assets; (d) frightening, harassing or creating hazards to Kryterion's officers, directors, employees, subcontractors, agents and other users of Kryterion's network; (e) disparaging Kryterion, the Owned Materials and Technology or the goodwill associated therewith; or (f) using the Kryterion's assets for any illegal or obscene purpose.

5. CONFLICT-OF-INTEREST

HOST Entity agrees that no employee, agent, or representative of HOST Entity or other consultant advising the HOST Entity shall be offered or receive from KRYTERION, directly or indirectly, any benefit, fee, commission, dividend, or consideration of any kind in connection with the services of HOST Entity, except as expressly authorized in writing by Kryterion.

6. OWNERSHIP & LICENSE

- 6.1. HOST Entity acknowledges and agrees that Kryterion and/or licensors to Kryterion hold all proprietary and ownership rights, including, but not limited to, copyright, trade secret and patent in the Testing Software, Tests and individual Test questions, the HOST Location Policies and Procedures Manual, forms and materials, and any other software, manuals, documentation, disks, or other materials which were previously developed, owned or licensed by Kryterion and/or licensors to Kryterion (collectively, the "Owned Technology and Materials") and all derivatives thereof.
- 6.2. Kryterion grants to HOST Entity a non-transferable, non-exclusive license to use the Owned Technology and Materials for the sole purpose of operating HOST Locations in accordance with this Agreement. HOST Entity shall, upon expiration or termination of this Agreement, promptly return to Kryterion all Owned Technology and Materials provided hereunder. HOST Entity agrees that it will not reproduce, modify, distribute, disclose, reverse engineer or create derivative works based upon any of the Owned Technologies and Materials. HOST Entity further agrees that, to the extent permitted by law, it will not reverse-engineer, decompile, disassemble or in any way attempt to create source code from any of the Owned Technology and Materials. HOST Entity is not to dispose of or otherwise destroy any Owned Technology and Materials without the prior written approval of Kryterion.
- 6.3. HOST Entity acknowledges that all registered and unregistered trademarks, trade names, service marks, logos and copyrights of Kryterion are the property of Kryterion, and that HOST Entity shall have no interest or ownership in same or the right to use same in any fashion, other than as expressly permitted in Section 6.4.
- 6.4. Kryterion grants to HOST Entity a non-transferable, non-exclusive license to use those Kryterion trade names, trademarks, service marks, trade dress, logos and copyrights specifically identified in the HOST Location Policies and Procedures Manual for the exclusive purpose of promoting HOST Locations in accordance with the style and usage guidelines contained in the HOST Location Policies and Procedures Manual. HOST Entity agrees to prominently display in a location conspicuous to Test-takers at each HOST Location, the HOST Location signage described in the HOST Location Policies and Procedures Manual. Except as set forth in this section, neither HOST Entity nor its HOST Locations shall have the right to use any trademark, trade name, service marks, trade dress, logos and copyrights of Kryterion without the prior written consent of Kryterion.
- 6.5. HOST Entity shall not use a Kryterion licensor's registered and unregistered trademarks, trade names, service marks, trade dress, logos and copyrights for any purpose, and shall not advertise or affirmatively state in any manner, including without limitation, in any marketing or publicly available materials that HOST Entity is "authorized" to offer, provide

or administer Tests or the Testing Program for a Kryterion licensor, unless in each case and in each instance such use and representations: i) have been specifically authorized by Kryterion licensor in an exhibit to this Agreement, a subsequent amendment to this Agreement, or in the HOST Location Policies and Procedures Manual; and ii) comply with the style and usage guidelines contained HOST Location Policies and Procedures Manual.

7. RIGHT TO REVIEW OPERATIONS/AUDIT RECORDS

- 7.1. Kryterion reserves the right to send its representatives to HOST Entity's HOST Locations at any time without any notification of any kind to observe and monitor operations during staff training sessions, administration of Tests, and pre-and post-testing periods. The purpose of such operational audits will be to verify HOST Entity's compliance with the terms of this Agreement and the HOST Location Policies and Procedures Manual and the accuracy of any records pertaining to Tests delivered.
- 7.2. To conduct meaningful operational audits, Kryterion representatives will not be required to identify themselves as Kryterion representatives and may register as Test-takers. Kryterion representatives will act professionally and will not disrupt normal HOST Location activities.
- 7.3. No HOST Location shall be audited more than two (2) times per year.
- 7.4. Any operational deficiencies noted by Kryterion representatives between the requirements of this Agreement and the HOST Location Policies and Procedures Manual during an operational audit will be directed to the HOST Entity. The HOST Entity will have fifteen (15) Business Days from receipt of notice from Kryterion to correct any such deficiencies.

8. INDEMNIFICATION

- 8.1. Each party agrees to indemnify, defend and hold the other party and its officers, shareholders, employees, directors and agents harmless from and against any and all loss, damage, liability, award, claim, cost and expense (including reasonable attorneys' fees and disbursements) arising out of any claims, actions, or proceedings based directly or indirectly on the negligence, non-compliance with law, or the misconduct of the indemnifying party.
- 8.2. Kryterion agrees to defend, indemnify and hold HOST Entity, its officers, employees, and agents harmless from all claims, expense, damage or liability based on any third-party claim that the Tests infringe on any copyright, patent or other proprietary rights or that the Tests are inaccurate, defective, illegal or discriminatory.

9. CONFIDENTIALITY

- 9.1. HOST Entity acknowledges and agrees that during the term of this Agreement certain information, data and materials which are proprietary and confidential to Kryterion or any licensor to Kryterion, namely the Proprietary and Confidential Information and Materials, may be disclosed to HOST Entity and its employees. HOST Entity agrees that it will not disclose the Proprietary and Confidential Information and Materials to any third party and may disclose such Proprietary and Confidential Information and Materials only to employees of HOST Entity with a need to know such information who have either executed a separate confidentiality agreement or have executed one as a condition of their employment. The Proprietary and Confidential Information and Materials shall always be stored in a secure, locked location.
- 9.2. HOST Entity agrees that it will use the Proprietary and Confidential Information and Materials for the sole purpose of performing its responsibilities in connection with this Agreement. Upon termination or expiration of this Agreement, HOST Entity agrees to return all copies of Proprietary and Confidential Information and Materials to Kryterion.
- 9.3. The obligation of confidentiality and non-use assured by HOST Entity shall not apply to i)

information which at the time of disclosure is in the public domain, ii) information which lawfully becomes part of the public domain other than information disclosed by HOST Entity, its officers, employees, directors and/or agents, iii) information known to HOST Entity prior to disclosure according to its own written records, or iv) information lawfully disclosed to HOST Entity by a third party who is not under an obligation of confidentiality with respect to the information.

- 9.4. If HOST Entity is legally compelled to disclose any Proprietary and Confidential Information and Materials, it may do so, provided that such disclosure shall only be to the extent it is legally required to do so and HOST Entity shall give Kryterion sufficient prior written notice of such legal compulsion and shall provide reasonable assistance to Kryterion so that Kryterion may seek protection of its (or its licensor's) Proprietary and Confidential Information and Materials.

10. TERMINATION

- 10.1. Kryterion may terminate this Agreement immediately upon written notice to HOST Entity if any of the following events occur:
- 10.1.1. A breach of any term, condition or provision of this Agreement;
 - 10.1.2. HOST Entity, expressly or impliedly misrepresents, warrants or guarantees to Test-takers the results of any testing services under this Agreement;
 - 10.1.3. HOST Entity's failure to operate the HOST Location without obtaining and maintaining all necessary approvals, consents, permits and licenses, or its failure to comply with all applicable laws, orders, rules and regulations;
 - 10.1.4. HOST Entity's failure to permit Kryterion to inspect any HOST LOCATION, or to observe the operation of, or conduct an audit of, the operation of any HOST Location;
 - 10.1.5. The breach by HOST Entity of any other agreement between Kryterion and HOST Entity;
 - 10.1.6. An assignment or sale of "HOST Entity's" rights hereunder, without Kryterion's prior written consent;
 - 10.1.7. A breach of "HOST Entity's" confidentiality obligations under this Agreement;
 - 10.1.8. Any act causing a tarnishing of Kryterion's reputation; or
 - 10.1.9. Any actual or potential breach of Test security as determined by Kryterion in its sole discretion, which has the possibility of resulting in any loss of integrity to the Testing program, Test data, Test results, or other confidential or proprietary matters.
- 10.2. HOST Entity shall have fifteen (15) Business Days to correct any deficiencies noted by Kryterion in the course of an operational audit authorized under Section 7.3, after which Kryterion may terminate this Agreement immediately upon written notice to HOST Entity.
- 10.3. HOST Entity agrees that Kryterion may terminate this Agreement at any time, with or without cause, upon thirty (30) Business Days prior written notice.
- 10.4. HOST Entity shall immediately upon the termination of this Agreement discontinue use of any materials received from Kryterion, whether or not Confidential or Proprietary information, and return same and all copies thereof which may be or have been in such party's direct or indirect possession or control.

11. KRYTERION'S RIGHT TO DISCONTINUE TESTING

HOST Entity agrees that Kryterion may withdraw one or more Tests from any HOST Location at any time, suspend the use of one or more Tests by any HOST Location at any time, or

discontinue the use of one or more Tests by any HOST Location at any time, with or without cause, and without any prior written notice.

12. INDEPENDENT CONTRACTOR

Neither party shall be an agent or other legal representative of the other party for any reason pursuant to this Agreement, but each shall be an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, franchisor and franchisee or employer and employee between the parties hereto.

13. WARRANTIES, REPRESENTATIONS AND COVENANTS

- 13.1. HOST Entity warrants and represents that: i) it is authorized to enter into this Agreement; ii) this Agreement was duly authorized, executed and delivered by it and is binding and enforceable against it in accordance with its terms; and iii) this Agreement and the performance thereof does not conflict with any agreement, instrument or constituent documents to which HOST Entity is a party or which are binding on HOST Entity.
- 13.2. HOST Entity covenants that it shall: i) comply in all material respects with all applicable foreign, national, state, regional and local laws, rules and regulations in performing its duties hereunder; ii) conduct its business in a professional, ethical and good faith manner; iii) not under any circumstances use any of Kryterion's trademarks, trade names, service marks, logos or other designations without Kryterion's prior written consent; and iv) promptly inform Kryterion of any unauthorized use of any Test that comes to its attention and assist Kryterion in the enforcement of any of Kryterion's or any of Kryterion's licensor's rights;
- 13.3. KRYTERION MAKES NO WARRANTY REGARDING THE PERFORMANCE OF THE TESTS OR THE WEBSITE. KRYTERION DOES NOT WARRANT THAT: i) THE WEBSITE WILL OPERATE UNINTERRUPTEDLY OR ERROR-FREE; OR ii) THAT ALL PROGRAMMING ERRORS WILL BE CORRECTED.
- 13.4. THERE ARE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KRYTERION DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FAILURE TO ACHIEVE PURPOSE, OR QUIET ENJOYMENT WITH REGARD TO THE TESTS OR THE WEBSITE, OR THE PROVISION OF OR FAILURE TO PROVIDE SERVICES. "HOST ENTITY" ACKNOWLEDGES AND AGREES THAT ANY EFFORTS BY KRYTERION TO MODIFY ANY TESTS OR THE WEBSITE SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS, AND THAT ANY WARRANTIES OR REMEDIES OF KRYTERION SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

14. LIMITATION OF LIABILITY

- 14.1. To the maximum extent permitted by applicable law, in no event shall either party be liable to the other party or any other party for any special, incidental, indirect, or consequential damages whatsoever, arising out of this Agreement (including, without limitation, damages for loss of business profits, business interruption, or any other pecuniary loss, including legal fees), whether for a breach of contract, failure of essential purpose, negligence or otherwise, even if the party has been advised of the possibility of such damages or was negligent to any degree.
- 14.2. No action, regardless of form, arising out of this Agreement may be brought by HOST Entity later than one (1) year after the cause of action has arisen, except as may be otherwise provided by law which does not permit such limitation.

15. UNFORESEEN EVENTS

If either party is unable to perform any obligation pursuant to this Agreement because of the occurrence of a strike, act of God, act of public enemy, order of any governmental authority, epidemic, natural disaster, civil disturbance, explosion, failure of any telephone system or other utility, shortage of labor, supplies or transportation, or any other cause not reasonably within the control of such party unable to perform (which does not include an inability to pay amounts owed under this Agreement or inability to obtain financing), then such obligation, so far as it is affected by such occurrence, and provided that such party is diligently attempting to perform, shall be suspended during the continuance of such inability to perform and during a reasonable time thereafter for the removal of the effect of the occurrence, provided that such period does not exceed sixty (60) Business Days.

16. DISPUTES; ARBITRATION

- 16.1. Any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including, without limitation, any dispute regarding its validity or termination or the performance or breach thereof, shall be finally settled by arbitration administered by the AAA. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the AAA, in effect at the time of the arbitration, except as they may be modified herein or by agreement of the parties to the arbitration. If an arbitral body is unable to provide timely equitable relief as set forth in the second sentence of Section 17, a party may seek relief in a court of competent jurisdiction.
- 16.2. The place of arbitration shall be in the city where the HOST Location resides and the law where the HOST Location resides shall be applied to the interpretation of the provisions in this Section.
- 16.3. The arbitration shall be conducted by three (3) arbitrators. Each party shall appoint an arbitrator and the two arbitrators shall appoint the third arbitrator.
- 16.4. The award rendered by the arbitrators shall be final and binding on the parties to the arbitration. Judgment on the award may be entered in any court of competent jurisdiction.
- 16.5. To initiate arbitration, a party shall send a notice demanding arbitration to the other party in the manner specified in Section 19 (excluding clause (iv)).
- 16.6. The arbitrators must reach a decision within one hundred twenty (120) Business Days after the appointment of the third arbitrator.
- 16.7. Any two of the arbitrators are empowered at any time to: i) dismiss any dispute, controversy or claim submitted for arbitration; ii) issue injunctions against any party; iii) issue sanctions against any party; iv) compel disclosure of documents or submissions of interrogatories or depositions; and v) determine the relevance or pertinence of any document of person to the dispute, controversy, or claim submitted for arbitration.
- 16.8. Each party shall pay its own attorney fees and costs of arbitration, the fee and expenses of the arbitrator it selects and one-half of the fee and expenses of the third arbitrator and one-half of the fee and expenses of the AAA.

17. REMEDIES

Subject to the terms of this Agreement, including without limitation, the limits on liability contained in Section 14 of this Agreement, upon breach or default by a party to this Agreement the other party shall have all rights and remedies at law, in equity or under this Agreement available to it. Each of HOST Entity and Kryterion: i) acknowledges that its failure to comply with any provision of Sections 4.2, 5, 6 and 9 will cause the other irrevocable harm and that a remedy at law for such failure would be an inadequate remedy for the other; and ii) consents to the other obtaining from a court or arbitral body having jurisdiction specific performance, an injunction, a restraining order or any other equitable relief in order to enforce such compliance. The right to obtain such

equitable relief shall be in addition to, and not in lieu of, any other remedy to which Kryterion or HOST Entity, as applicable, is entitled under applicable law (including, but not limited to, monetary damages).

18. THIRD-PARTY BENEFICIARY

No Person shall be a third-party beneficiary pursuant to this Agreement. No obligation of HOST Entity or Kryterion may be enforced against HOST Entity or Kryterion, whichever the case may be, by any Person not a party to this Agreement.

19. NOTICES

All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given: i) when received if delivered personally; ii) ten (10) Business Days after being mailed by registered or certified mail, return receipt requested, postage prepaid; iii) the next Business Day after being sent for next Business Day delivery by recognized overnight mail or courier service (otherwise when received); or iv) after being sent by facsimile with proof of transmission (provided that a copy is also sent by certified or registered mail) as follows:

If to Kryterion: 7776 South Pointe Parkway West
Suite 250
Phoenix, Arizona 85044
Attention: Channel Services
Facsimile No.: (602) 659-4661

If to HOST Entity: Southwestern Community College District
900 Otay Lakes Road
Chula Vista, CA 91910
Attention: Marie Vicario
Facsimile No.: (619) 482-6412

or to such other persons or such other addresses as may be designated in writing by the parties, by a notice given as aforesaid.

20. GOVERNING LAW

This Agreement shall be governed by, and interpreted in accordance with, the law of the State of California, without regard to principles of conflict of laws.

21. GENERAL

21.1. No failure of HOST Entity or Kryterion to require, and no delay by HOST Entity or Kryterion in requiring, the other party to comply with any provision of this Agreement shall constitute a waiver of the right to require such compliance. No failure of HOST Entity or Kryterion to exercise, and no delay by HOST Entity or Kryterion in exercising, any right or remedy under this Agreement shall constitute a waiver of such right or remedy by HOST Entity or Kryterion. No waiver by HOST Entity or Kryterion of any right or remedy under this Agreement shall be effective unless made in writing.

21.2. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; provided, however, that if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any of the remaining provisions of this Agreement.

- 21.3. This Agreement (including, without limitation, the Preliminary Statement which is incorporated into this Agreement) and the Schedules attached hereto contain the entire agreement between HOST Entity and Kryterion with respect to the subject matter of this Agreement and the Schedules attached hereto, and supersede each course of conduct previously pursued or accepted, and each oral or written agreement, representation, proposal or business plan previously made, by HOST Entity or Kryterion with respect to such subject matter. No course of performance or other conduct pursued or accepted, and no oral agreement, representation, proposal or business plan made, in the future by HOST Entity or Kryterion, and no usage of trade, shall amend this Agreement and the Schedules attached hereto or impair or otherwise affect any obligation of HOST Entity or Kryterion pursuant to this Agreement and Schedules attached hereto or any right or remedy of HOST Entity or Kryterion pursuant to this Agreement and the Schedules attached hereto. No amendment to this Agreement or the Schedules attached hereto and no consent or waiver made with respect to this Agreement or the Schedules attached hereto shall be effective unless made in writing duly executed by HOST Entity and Kryterion.
- 21.4. This Agreement shall be binding upon and inure to the benefit of HOST Entity and Kryterion, and each of the successors and assignees of HOST Entity and Kryterion, except that no right or obligation of HOST Entity or Kryterion pursuant to this Agreement may be assigned, whether by operation of law or otherwise, by HOST Entity or Kryterion to another Person without first obtaining the written consent of the other party and any attempted assignment made without such written consent shall be void ab initio, except further that Kryterion may assign this Agreement in whole or in part, without obtaining any consent, to any Affiliate of Kryterion. HOST Entity and Kryterion agree to enter promptly into such agreement or agreements to confirm and evidence any assignment or partial assignments by Kryterion to an Affiliate or Affiliates of Kryterion. A sale of a controlling interest in a party or sale of all or substantially all of the assets of a party shall be considered an assignment for purposes of this Section 21(d).
- 21.5. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Any party may execute this Agreement by facsimile signature and the other party shall be entitled to rely on such facsimile signature as evidence that this Agreement has been duly executed by such party. Any party executing this Agreement by facsimile signature shall forward to the other party an original signature page within ten (10) Business Days of a written request therefor; provided, however, that the failure to do so will not affect the binding effect of this Agreement on such party.
- 21.6. The provisions of Sections 4.2, 4.10, 5, 6, 7, 8, 9, 13, 14, 16 and 17 shall survive the termination of this Agreement and may be enforced by HOST Entity or Kryterion, as applicable, after such termination.
- 21.7. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- 21.8. HOST Entity and Kryterion agree to use all commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws, to consummate and make effective the transactions contemplated by this Agreement as expeditiously as practicable, including without limitation, the delivery and execution of such further instruments and documents, as may be reasonably requested by either party for such purposes or otherwise to complete or perfect the transactions contemplated hereby.

IN WITNESS WHEREOF, HOST Entity and Kryterion have each duly executed this Agreement as of the date indicated in the first paragraph of this Agreement.

KRYTERION, INC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

HOST ENTITY

Signature: _____

Printed Name: Raj K. Chopra, Ph.D.

Title: Superintendent/President

Date: _____

Approved As To Form:
Office of the Senior Director of
Business Operations & Facilities
Planning
Date: 2/19/09 # A2619.09

Originator: Terry Davis, Interim Dean

Health, Exercise Science and Athletics

Budget #: 1-38896-030300-520

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SCHEDULE A-1**HOST Entity's HOST Locations**

This Schedule A-1 is attached to and made a part of the Kryterion HOST Location Agreement between Kryterion, Inc. and Southwestern Community College District ("HOST Entity") with an Effective Date of March 12, 2009 ("Agreement") and provides a complete list those HOST Locations to be operated by HOST Entity pursuant to the terms of the Agreement.

Listings for each HOST Location must include Telephone and Fax Numbers, Contact Name, email address, number of personnel who will staff the HOST Location, and the number of testing stations, which will be available at each HOST Location. All required information should be entered in the table below (rows may be added to the table as needed).

	"Complete" Location Name and full street address	Telephone Number	Fax Number	Test Scheduler's Name, email address and phone number	Proctor Name, email address and phone number
1	Southwestern College 900 Otay Lakes Road Chula Vista, CA 91910	(619) 216-4441	(619) 482-6412	Marie Vicario mvicario@swccd.edu (619) 216-4441	Marie Vicario mvicario@swccd.edu (619) 216-4441
2	Southwestern College Higher Education Center at Otay Mesa 8100 Gigantic Street San Diego, CA 92154	(619) 216-4441	(619) 482-6412	Marie Vicario mvicario@swccd.edu (619) 216-4441	Marie Vicario mvicario@swccd.edu (619) 216-4441
3					

SCHEDULE B-1

Test Delivery Fees

This Schedule B-1 is attached to and made a part of the Kryterion HOST Location Agreement between Kryterion, Inc. and Southwestern Community College District ("HOST Entity") with an Effective Date of March 11, 2009 ("Agreement") and includes the test delivery fees, refund and payment terms Tests provided by Kryterion to HOST Entity for test delivery pursuant to the terms of the Agreement.

1. PRICING

Kryterion agrees to compensate HOST Entity at the following rates for each proctored Testing Session at a HOST Location listed in Schedule A as follows (all fees are in US Dollars):

On-Site Proctored Testing Only or

Simultaneous On Site & Online Proctored Testing

\$15 per .5 to 1.9 hr
 \$25 per 2.0 to 2.9 hr
 \$30 per 3.0 to 3.9 hr
 \$35 per 4.0 to 4.9 hr
 \$40 per 5.0 to 5.9 hr
 \$50 per 6.0 to 6.9 hr
 \$60 per 7.0 to 7.9 hr
 \$70 per 8.0+

On-Line Proctored Testing Only Testing

\$12 per .5 to 1.9 hr
 \$20 per 2.0 to 2.9 hr
 \$25 per 3.0 to 3.9 hr
 \$30 per 4.0 to 4.9 hr
 \$35 per 5.0 to 5.9 hr
 \$40 per 6.0 to 6.9 hr
 \$45 per 7.0 to 7.9 hr
 \$50. per 8.0 +

Fees are calculated by the actual length of the Test and does not include Test Taker check-in and pre-test activities.

2. TEST-TAKER NO-SHOWS AND CANCELLATIONS WITH LESS THEN 72 HOURS NOTICE

Should a Test-taker not attend a scheduled Test Session, or fail to cancel or reschedule a previously scheduled test session with more than three calendar days notice, HOST Entity shall be entitled to the fee as listed above associated with the maximum test-time for the scheduled test.

HOST Entity shall not be entitled to the applicable fee if Test-taker misses or cancels a scheduled Testing Session with less than three calendar days notice if, in KRYTERION's sole judgment, the Test-taker missed or canceled the Testing Session for one of the following reasons supported by appropriate documentation:

- Bereavement/Death in the family
- Extreme illness

3. PAYMENT TERMS

All fees due under this Agreement shall be paid by Kryterion to HOST Entity, in US dollars, within thirty (30) Business Days at the end of each month for the services provided the previous month. Fees for ALL HOST Locations listed in Schedule A will be combined and remitted to the address listed below. Payment will include a statement of the testing activity at all HOST Entity's HOST Locations.

Name of Company: Southwestern Community College District

Address: 900 Otay Lakes Road, Chula Vista, CA 91910

Telephone: (619) 216-4441 Fax: (619) 482-6412

Attn To: Marie Vicario

HOST Entity Initials _____

KRYTERION initials: _____

Dated as of: _____

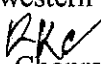
Dated as of: _____


ITEM #18 A3


March 11, 2009

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY:  Raj K. Chopra, Ph.D.
Superintendent/President

SUBMITTED BY: Mark Meadows, Ph.D. 
Vice President for Academic Affairs

INITIATED BY: William C. Kinney 
Dean, Higher Education Center at National City

SUBJECT: Agreement with the State of California, Department of Boating and Waterways

RECOMMENDATION

Ratify Amendment 1 to Agreement No. AR2324.08 with the State of California, Department of Boating and Waterways, for the purchase of boating equipment and as supplemental funding in the form of scholarships for youth in the surrounding communities, for the period February 1, 2009 to January 31, 2023, inclusive, in the amount of \$40,000, bringing the contract amount to \$80,000, income to the District.

RATIONALE FOR RATIFICATION

The release of grant funding and/or corresponding changes in grant performance periods are frequently subject to significant delay at the discretion of the funding source. Southwestern College received the final agreement from the Department of Boating and Waterways on January 22, 2009.

OVERVIEW

Funds will provide support to the youth programs in the form of scholarships to low income and "at-risk" students. At a minimum, safe boating experiences and education will be provided for 1,518 students. Most courses will be three to four-hour sessions and week-long camps that will be offered year-round.

FISCAL IMPACT/FUNDING SOURCE

Account No. 1-38699-089901-502 (Grant Funded)

WCK/kj

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

07-201-246

REGISTRATION NUMBER

3680

AMENDMENT NUMBER

1

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

Boating and Waterways

CONTRACTOR'S NAME

Southwestern Community College District

2. The term of this

Agreement is February 1, 2009 through January 31, 2023

3. The maximum amount of this \$80,000.00

Agreement after this amendment is: Eighty Thousand Dollars and No Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- Amendment 1 adds \$40,000.00 to be expended in accordance with Budget Page – Year Two
- Attachment D
- Replace Clauses 3-5 in Attachment B with the following:

3. The Contractor shall complete purchases of vessels and equipment specified on the budget pages in Attachments A and D no later than September 30, 2009. All invoices accompanied by proof of payment pertaining to said purchases of vessels and equipment specified in Attachments A and D must be received by the Department on or before October 30, 2009. The Department is not obligated to make reimbursement payment on any invoice received after these specified deadline dates.

4. The Contractor shall conduct all classes specified on the budget pages in Attachments A and D by January 31, 2010. All invoices for classes specified on the budget pages in Attachments A and D must be received by the Department on or before March 1, 2010. The Department is not obligated to make reimbursement payment on any invoice received after these specified deadline dates.

5. The Contractor is authorized to make only expenditures specified on the Budget Page(s) contained in Attachments A and D of the contract. Approval for any modifications to the expenditure specifications shall be sought and obtained from the Department in advance of the expenditure. In order to seek Department approval, the Contractor shall submit to the Department a letter of request to make modifications and the reasons therefore, accompanied by the modified expenditure specifications. The Department shall consider the request in a timely manner and shall render its decision in writing to the Contractor. Nothing herein shall require the Department to give its approval or to reimburse the Contractor for unapproved expenditures.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Southwestern Community College District

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Raj K. Chopra, Ph.D. Superintendent/President

ADDRESS

900 Otay Lakes Road
Chula Vista, CA 91910-7299

STATE OF CALIFORNIA

AGENCY NAME

Boating and Waterways

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Raynor Tsuneyoshi, Director

ADDRESS

2000 Evergreen Street #100, Sacramento, CA 95815

CALIFORNIA
Department of General Services
Use Only☐ Exempt per:

Approved As To Form:

Office of the Senior Director of
Business Operations & Facilities
Planning Amendment #1

Date: 2/27/09 # AR 2324.D8

Attachment D
Part I

Proposal and Budget Page - Year Two -
08-09 Renewal Funds

Proposal Information

1. Provide an overview of your funding needs for the grant renewal period.

Southwestern College Crown Cove Aquatic Center is requesting funding for the purchase of a new Catalina 22 Sport keelboat to add to the two boats purchased in the last contract year to be used in our credit, non-credit and fee-funded classes. We are also requesting scholarship money to fund after-school, weekend and summer programs at reasonable rates to kids in the local communities. Students that will benefit are kids-at-risk, physically and mentally challenged youth and adults and the general public.

2. For scholarship and equipment requests that will be used in courses for which curriculum was included in Year One funding, you do not need to attach the curriculum. If you are planning on new courses not included in the Year One funding, please provide the course curriculum for each course included in your funding request and include the length of time spent on each part of the course. For instance, if you are asking for scholarship funding for a beginning sailing course, you will need to provide the curriculum for your beginning sailing course. If you are requesting funds to purchase a sailboat, and you plan to use that sailboat to teach beginning and intermediate sailing, you will need to provide the curriculum for both the beginning and intermediate sailing courses.

We are requesting equipment funding for a Catalina 22 Sport keelboat which will be used in teaching the same courses that were submitted for the year-one contract purchase of two keelboats. A third level of keelboat sailing will be added in 2010, in the next budget term.

3. Please describe staffing in your program:

A. Program Director

1. Does your program have a permanent program director?

Yes X No

2. Is this person a paid employee? Yes X No

3. This person works: Full time Part Time X

4. Describe this person's weekly schedule.

Three days per week, seven hours per day.

Attachment D
Part I

B. Provide the number of staff working in the program.

1. Full-time staff 2
2. Part-time staff 34
3. Volunteers 5

4. Please complete the table on the next page regarding persons who will be served by this proposal:

Population Segment	# of Students
General boating public	350
Elementary and middle school groups	300
High school groups	250
Other youth groups	2400
College students	680
Senior groups	00
Disabled groups	65
Total Students Benefiting from Proposal	4045

5. Are any matching or augmenting funds available as part of this proposal?
Yes No X . If you answered "Yes," please describe them.

6. Equipment Proposal Section (If applicable)

A. List below in order of priority each unique piece of equipment or grouping of similar equipment that you wish to purchase with grant funds. (Example: fleet of vessels):

If, for instance, you are offering some one-day courses and some 5-day courses with the same equipment, please use a separate line item for each and designate the length and number of each course. Write: (example) Ocean Kayak, Scrambler, *continued*, for the type of equipment.

Priority	Type of Equipment (group by like items)	# of Items	Course(s) Equipment to be Used In	Length of Course (days)	Length of Course (hours)	Annual Number of Course offered	Annual Number of students
1	Catalina 22 Sport Keelboat	1	Keelboat Sailing Level I	14	3	1	20
	Continued		Keelboat Sailing Level I	9	4	2	20
	Continued		Keelboat Sailing Level I	11	3	1	20
	Continued		Keelboat Sailing Level II	11	3	1	20
	Continued		Aquatic Adventure Camps	1	3	8	160

Attachment D
Part I

B. Please discuss in detail how this equipment award will enhance your program.

The addition of a Catalina 22 Sport keelboat to our sailing fleet will enhance our programs by taking our sail program to the next level. To this point we have only used Hobie 12/14', but with our new boats and advanced curriculum we will give our students the chance to increase their skill level and bring new interest and excitement to the sport. The third boat will allow us to comply with the required class minimum (9) of students for a credit class to carry. We can fit 4 students plus an instructor on each boat. Right now, any class below the 55% enrollment is canceled. With budget cuts, we anticipate that number to increase, causing more class cancellations. The added vessel will allow us to service the demand for this training and get our numbers well above the minimums, assuring less dropped courses.

C. Explain how the equipment will be cared for and stored. Do you have an existing maintenance system established for the care of the equipment to be purchased under your proposal? Yes X No . If yes, please describe.

We have a full time aquatic equipment technician that maintains equipment on a daily/weekly basis depending on the amount of use and the vessel. He keeps a log of preformed maintenance. Kayaks and smaller vessels are housed in enclosed "bays", while sailboats, outriggers and larger vessels are kept on the beach. Our two new Catalina 22 Sport keelboats, purchased in the last grant year, are currently docked at the Coronado Yacht Club until our floating platform is completed in late spring, 2009. Our equipment technician inspects the boats bi-weekly to perform routine maintenance while they are away from our facility.

7. Scholarship Proposal Section (If applicable)

A. List below in order of priority each course that you wish scholarship funding for: (If, for instance, you are offering some one-day courses and some 5-day courses for beginning sailing, please use a separate line item for each and designate the length and number of students.)

Priority	Description of the Course	Length of Course (days)	Length of Course (hours)	# of Students	Cost/Per Student	Total Cost of Course
1	BBWS kayak, Canoe, Sail – Week	5	40	125	80.00	\$10,000
2	BBWS Kayak	1	4	948	10.00	9,480
3	BBWS Canoe/Kayak Combo	1	4	345	5.00	1,725
4	BBWS Kayak/Sail Combo	1	4	180	6.00	1,080
5	BBWS Sail	1	4	23	10.00	230
						\$22,515

Attachment D

Part I

B. Please discuss in detail how this scholarship award will enhance your program.

The scholarship funding would allow us to provide more boating classes at reduced rates to youth and adults who might not have the opportunity to participate in boating activities due to lack of exposure to boating or lack of funds. This is especially important during the financial crisis because families, church groups and youth organizations have less money to spend on recreational activities. With either partial or full scholarship, we are enabling people on a tight budget to enjoy the fun of safe boating. The funding will provide short easy-access multiple student courses on weekends and weekdays, in addition to individual training when appropriate. Scholarships will provide boating opportunities in week-long camps, after-school events and other youth programs. The outcome will give students a positive and healthy alternative to indoor activities.

8. Instructor Training (If applicable)

Grant requests for instructor training are limited to a maximum \$1,200 per grant period. For each course, please provide the following:

- Description of the training course
- Justification for the need for training
- The cost per student attending the course

We request funding of \$1,200 for the Director and Youth Coordinator to attend the Directors Conference. This is to allow us to meet the requirement of attendance as outlined in the contract with DBW.

9. Please complete the attached Budget Page - Year Two -

Budget Page – Year Two – should be on its own page(s), should be labeled as such, and should contain a list of all planned expenditures. Expenditures described in Questions 6, 7, and 8 should appear on a single budget sheet with expenditures for each type of funding subtotaled separately and a final total provided in summary. Please ensure that your budget page contains all the applicable information contained on the attached sample.

Attachment D

Part I

Budget Page - Year TwoEquipment

Line Item Number	Item/Description	Cost	Quantity	Extension
1.	Catalina 22 Sport	14,363.00	1	\$14,363.00
2.				
3.	Shipping	750.00		750.00
4.	Tax	1172.00		1172.00
5.				
6.				
7.				
8.				
9.				
SUBTOTAL				\$16,285.00

Scholarships

Note: Group by name of course, e.g. *Basic Sailing*, if there are two courses of the same name but with different costs per student, separate them by cost of each course

Line Item Number	Course Name/Description	Date(s) Conducted	No. of Students per Course	Cost per Student per Course	Extension
1.	Basic Kayak, Canoe, Sail – Week		125	80.00	\$10,000.00
2.	Basic Kayak		948	10.00	9,480.00
3.	Basic Canoe/Kayak Combo		345	5.00	1,725.00
4.	Basic Kayak/Sail Combo		180	6.00	1,080.00
5.	Basic Sail		23	10.00	230.00
6.					
7.					
SUBTOTAL					22,515.00

Instructor Training

Line Item Number	Name of Course	No. of Students	Cost per Student	Extension
1.	DBW Directors Conference	2	600.00	1200.00
2.				
3.				
4.				
SUBTOTAL				1200.00


Total Grant Amount**\$ 40,000.00**


ITEM #18 A4


March 11, 2009

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY:  Raj K. Chopra, Ph.D.
Superintendent/President

SUBMITTED BY: Mark Meadows, Ph.D. 
Vice President for Academic Affairs

INITIATED BY: Terry Davis 
Dean, School of Health, Exercise Science and Athletics

SUBJECT: Agreement with The Meitetsu Travel USA Corp.

RECOMMENDATION

Approve Agreement No. AR2612.09 with The Meitetsu Travel USA Corp., for coordination of student travel, for the period April 15 to April 17, 2009, inclusive, in the amount of \$5,000 income to the District.

OVERVIEW

It is within the District's mission and philosophy to recognize its unique role in multicultural communication and education, and commitment to promoting, understanding and appreciating diversity of cultures. Southwestern College students will work side-by-side with international students in class who will provide academic information on comparison of the paramedic service system in our country. Southwestern College students will experience a cultural exchange of ideas related to emergency medical training. The District will receive \$250 per student with a minimum of 20 students. Funds received will support post-season competition for SWC Athletic programs.

FISCAL IMPACT/ACCOUNT

\$5,000 Income to the District/Account No. 1-38896-083517-507 (General Fund)

TD:jsi

CONTRACT INSTRUCTION AGREEMENT

THIS AGREEMENT is made on March 11, 2009 by and between Southwestern Community College District, 900 Olay Lakes Road, Chula Vista, California 91910 (hereafter referred to as "District") and The Meitetsu Travel Corp., 1515 West 190th St., #403, Gardena, California 90301 (hereafter referred to as "Agency").

IN CONSIDERATION of the promises, mutual covenants, consideration and agreement herein contained, the parties mutually agree and contract as follows:

1. **SERVICES:** District agrees to provide the following training program for Agency as follows:

- a. Program Title: **International Paramedics Educational and Cultural Seminar.**

Course Titles and Descriptions:

History of U.S. Emergency Medicine: Students will receive instruction on history and development of emergency medical practices in the United States.

Emergency Medical Biohazard Techniques: Students will receive instruction on current Biohazard Techniques related to Emergency Medical Techniques.

American Medical Response: Students will receive hands on instruction on paramedic work duties and responsibilities. Instructor will demonstrate Emergency Medical Vehicle equipment and supplies.

Cultural Opportunities: Participants will have the opportunity to experience interaction with Southwestern College Paramedics program. Students will have the opportunity to participate in kayaking activities at the SWC Aquatics Center.

Students will visit local fire station to observe duties of Paramedics station with fire fighters team.

- b. Student credentials provided upon successful completion:

Credit: ☐ Noncredit: ☐ Southwestern Course Certificate: ☒

Course Dates: April 15, 16, 17, 2009

Cultural Opportunity: April 17, 2009.

- c. Schedule: April 15, 16 & 17, 2009 (Wednesday, Thursday and Friday)
8:30 a.m. to 4:30 p.m.

- d. Total hours of instruction: 32

- e. Training Site: Southwestern College

2. **AGENCY AGREES TO THE FOLLOWING:**

- a. Pay District a fee as follows:

20 – 30 students, \$250 per student with a minimum of 20 students. Payment will be made upon completion of training or within fifteen (15) days after receipt of service.

- b. 50% of profits will go towards instructor fees, ancillary staff and contracted interpreters.

- c. The fee includes all course materials.
 - d. Class size will not exceed a maximum of 30 students.
 - e. The Agency will provide all transportation to all venues.
3. **DISTRICT AGREES TO** provide a certificated community college instructor to deliver the educational program and to provide appropriate curriculum.
4. **MODIFICATION OF AGREEMENT:** This agreement may be modified at any time by the written consent of both parties.
5. **CANCELLATION:** This agreement may be terminated by either party without cause by giving fifteen (15) days written notice to the other party prior to the commencement of services. Any costs incurred by District prior to the date of termination will be paid to District by Agency.
6. **EQUAL OPPORTUNITY:** Neither District nor Agency shall discriminate against any employee or student on the basis of age, race, color, religion, national origin, sex, or mental or physical handicap.
7. **INSURANCE AND LIABILITY:**
- a. Agency shall carry its usual comprehensive general liability insurance and Workers' Compensation for the duration of this agreement, covering Agency's referred employees or students.
 - b. District shall carry public liability insurance, or shall self-insure for public liability, covering the employees of District during assignment with the Agency. District shall carry its usual Workers' Compensation coverage for employees of District during assignment with Agency.
 - c. Each party to this Agreement shall indemnify and hold harmless the other party, its respective officers, agents, and employees, against any and all claims, losses, damages, liabilities and related expenses (including attorney fees), arising out of the performance of this Agreement, except that each party shall bear any liabilities or expenses arising in whole or in part from its own negligent acts or omissions or those of its officers, agents and employees.

Southwestern Community College District

By: _____

Name: Raj K. Chopra, Ph.D.

Title: Superintendent/President

Address: 900 Olay Lakes Road
Chula Vista, CA 91910

Date: _____

The Meitetsu Travel USA Corp.

By: _____

Name: Ron Toyota

Title: Director

Address: 1515 West 190th Street, #403
Gardena, CA. 90301

Date: _____

Approved As To Form:
Office of the Senior Director of
Business Operations & Facilities
Planning

Date: 2/18/09 #AR 2613.09

Originator: Terry Davis, Interim Dean

Health, Exercise Science and Athletics

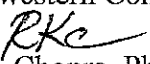
Budget #: 1-38896-083517-507


ITEM #18 A5

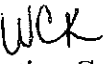
March 11, 2009

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY:  Raj K. Chopra, Ph.D.
Superintendent/President

SUBMITTED BY: Mark Meadows, Ph.D. 
Vice President for Academic Affairs

INITIATED BY: William C. Kinney 
Dean, Higher Education Center at National City

SUBJECT: Agreement with the American Red Cross

RECOMMENDATION

Approve Agreement No. A2616.09 with the American Red Cross, to serve as an authorized provider, for the period July 1, 2009 to June 30, 2010, inclusive, at no cost to the District.

OVERVIEW

This agreement designates Southwestern College as an authorized training provider. As an authorized training provider, the College offers instruction in Basic Life Support and First Aid by currently certified American Red Cross instructors.

FISCAL IMPACT/ACCOUNT

No cost to the District.

WCK/kj

American Red Cross

Authorized Provider Agreement

This Authorized Provider Agreement ("Agreement") effective as of July 1, 2009 ("Effective Date") is between

San Diego Imperial Counties
(The "Chapter")

and

Southwestern College
(The "Authorized Provider" or "AP")

The Chapter is a unit of the American National Red Cross, a not-for-profit corporation chartered by an act of U.S. Congress, the principal place of business of which is located at 3950 Calle Fortunada, San Diego, CA 92123, and among other things, provides first aid, CPR, aquatics, water safety, HIV/AIDS prevention education, mission-related caregiving and other health and safety education programs.

The principle place of business of the AP is located at 900 Otay Lakes Road Chula Vista, CA 91910;

The Chapter desires to work with the AP to provide American Red Cross training in the jurisdiction set forth in Section 4 below.

In consideration of the statements, terms and conditions contained within this Agreement, the Chapter and the AP (the "Parties"), intend to be bound by this Agreement and agree to the following:

1.0 Responsibilities of the Chapter:

The Chapter shall:

- 1.1 Support the health and safety education of the AP's employees, members, and/or clients in the AP's provision of American Red Cross training Courses ("Courses") at the fees set forth in Appendix A. The guaranteed AP fees set forth in Appendix A shall include record keeping, certificate processing, administration, promotional assistance, and support services ("AP Fee"). Any Additional Services ("Additional Services") may be available for additional fees as outlined in Appendix A. Fees in Appendix A may change pursuant Section 3.0.
- 1.2 Train all potential instructors from the AP to teach the Courses at the fees ("Training Fees") set forth in Appendix A so long as such instructors meet the American Red Cross training prerequisites. These potential instructors shall be authorized as American Red Cross Health and Safety instructors upon successful completion of the training and upon signing an Agreement to teach the Courses. A complete list of the AP's instructors is set forth in Appendix B, which shall be unilaterally modified by the Chapter in the event instructors are added or deleted. Fees in Appendix A may change pursuant Section 3.0.
- 1.3 Upon request and depending on availability: (a) subject to Paragraph 2.10, use best efforts to provide the AP with equipment that the AP does not possess which is necessary for an instructor to provide the Course(s) as listed, and at the rental fees, set forth in Appendix A ("Equipment and Supplies"); and (b) provide the Course Materials ("Course Materials") and Instructor Materials ("Instructor Materials") as set forth in Appendix A. If the fees in Appendix A change the Chapter will notify the AP a minimum of 90 days prior to implementation. Fees in Appendix A may change pursuant Section 3.0.
- 1.4 Maintain all Course Records ("Course Record") provided to the Chapter by an instructor for a period of five (5) years following the date of the Course.
- 1.5 Support and evaluate the instructors by providing them with the following: (a) Applicable policies and procedures and any revisions or modifications thereto; (b) Upon expiration of an instructor's authorization, reauthorize such instructors so long as such instructors meet American Red Cross reauthorization

requirements; and (c) Opportunities for volunteer and professional skill development with the Chapter.

- 1.6 Provide invoice to the Authorized Provider within 10 days unless otherwise specified in Appendix A for the fees related to the Courses, equipment rental, and Course/Instructor Materials, Additional Services, training, and retraining of Course Participants ("Course Participants") as set forth in Paragraph 1.9 below.
- 1.7 Verify all instructor authorizations and notify the AP in the event an instructor is no longer authorized to teach Courses.
- 1.8 Throughout the term of this Agreement (as defined in Paragraph 5.1), maintain a close and ongoing supportive relationship with the AP and its instructors by contacting the AP a minimum of two times per year.
- 1.9 If during any phase of evaluation, the training conducted by an AP's instructor is found to be below minimum American Red Cross standards for that Course and the Chapter determines that retraining is required for the participants that attended the Course where training was found to be below minimum standards, the retraining will be conducted by the Chapter. The AP will be responsible for the cost of retraining as outlined in Paragraph 2.4. The Chapter will invoice the AP for the cost of the training at the amount equal to the published full service contract price or the training price minus the cost of books and materials the Course Participants may already have. The Chapter also reserves the right to suspend or withdraw the authorization of an instructor for due cause. Due cause generally means that the instructor does not or will not abide by the standards, policies, or procedures of the Red Cross and its programs or in some way abuses the position of an authorized Red Cross instructor. Some examples follow here but are by no means exhaustive; each case is reviewed individually, taking into account all relevant circumstances. Examples are—
 - a. An instructor refuses to teach a nationally standardized Course according to the guidelines and Course requirements or is found to be deficient in either knowledge or performance skills.
 - b. An instructor falsifies records or provides false information to the Chapter.
 - c. An instructor consistently fails to communicate his or her teaching activity in an appropriate way to the Chapter (e.g., does not notify the Chapter when a Course is to be taught, does not process Course Record forms within 10 working days, and so forth).
 - d. An instructor exhibits behavior inconsistent with standards established and agreed to in the Instructor Agreement and expected of a Red Cross instructor, as indicated by repeated poor evaluations from participants, or behaves in ways that participants find offensive or insulting (e.g., making sexual advances or telling racially, socially, or sexually insensitive jokes).
 - e. An instructor behaves in ways that do not reflect support for the American Red Cross as an organization and that, in fact, could harm the public perception of the American Red Cross in the community.
 - f. An instructor is convicted of a violent or serious crime, such as sexual molestation, embezzlement, assault, or any crime that calls into question his or her teaching or leadership responsibilities.
- 1.10 Designate Bryce Berggren, Authorized Provider Account Associate as a representative of the Chapter to act as a point of contact to the AP at the address and telephone number set forth in Section 7 below ("Chapter Representative") and notify the AP within 60 days if that individual changes.
- 1.11 Unless otherwise indicated on the Course Record, arrange for completed Course certificates to be delivered to the AP at the address set forth in Section 7 within ten (10) business days after receipt of a properly completed Course Record.
- 1.12 As needed and upon request, provide the AP with any American Red Cross promotional materials for use by the AP in promoting the Courses.

2.0 Responsibilities of the AP:

The AP shall:

- 2.1 Identify qualified instructor candidates to be trained and authorized as instructors and inform the Chapter

when it becomes aware of any modifications that should be made to Appendix B.

- 2.2 Support each instructor's compliance with American Red Cross policies and procedures by ensuring that such Instructors: (a) Are available to participate in periodic training, retraining or other related events throughout the term to gain and maintain sufficient levels of skill, knowledge and understanding to conduct the Courses; (b) Supply only American Red Cross Course Materials for use during the Courses, (c) Provide visual identification of the American Red Cross name and emblem during the Courses using materials provided or approved by the Chapter; and (d) Submit properly completed Course Records and Course evaluation forms to the Chapter within ten (10) business days of Course completion unless special arrangements are made with the Chapter.
- 2.3 With respect to the Course Participants: (a) Notify Course Participants that they will be participating in American Red Cross Courses in accordance with American Red Cross standards; (b) In advance of each Course, provide Course Participants with information about Course prerequisites, completion requirements, and other necessary information; (c) Ensure that Course Participants who have successfully met the Course prerequisites, objectives, and certification requirements receive American Red Cross certificates.
- 2.4 Reimburse the Chapter for retraining of Course Participants conducted pursuant to Paragraph 1.9. The cost of the retraining will be at the amount equal to the published full service contract price minus the cost of books and materials the Course Participants may already have.
- 2.5 Provide payment to the Chapter within 30 days of an invoice date unless otherwise specified in Appendix A.
- 2.6 Provide to the Chapter the names and copies of the authorizations of any previously authorized Red Cross instructors that are new to the AP at least ten (10) days before the instructor teaches a Course in order for the Chapter to ensure that such instructor is qualified to be the instructor.
- 2.7 Notify the Chapter of dates, times, and locations for each Course at least 10 business days before the Course start date.
- 2.8 Refrain from revising, editing, or duplicating any materials, in whole or in part, including, but not limited to Course videos, for teaching Courses or for any other purpose, unless specifically approved in writing by the American National Red Cross. Requests for any modifications to the materials are to be channeled through the Chapter. The AP understands and agrees that all such promotional materials must be provided by the Chapter, or approved by the Chapter in advance of publication.
- 2.9 Obtain the materials in quantities sufficient for each Course Participant to have and retain his or her own copy. Course workbooks, textbooks and/or skills cards cannot be used for more than one Course Participant unless permission to do so is granted by the Chapter in writing. Authorized Providers conducting training in more than one Red Cross Chapter jurisdiction will not be granted rights to reuse workbooks, textbooks and/or skills cards for more than one Course Participant.
- 2.10 Maintain responsibility for the equipment and promptly return such equipment to the Chapter in the same condition the equipment was received by the AP. The AP shall be responsible for the cost of any damage to such equipment while in the possession of the AP. Upon receipt and inspection of the equipment, the AP shall report to the Chapter any equipment in need of service, repair, or replacement.
- 2.11 Be responsible for all claims and liabilities of any nature whatsoever that arise out of an AP offered Red Cross Course. Red Cross insurance does not extend to the AP or its instructors. Therefore, it is the responsibility of the AP to obtain adequate insurance to cover its operations and Course instruction.
- 2.12 Designate Karen Jacobs as a representative of the AP to act as a point of contact to the Chapter at the address and telephone number set forth in Section 7 below and notify the Chapter within 60 days if that individual changes. In the event the AP has multiple facilities, the individuals set forth in Appendix C shall serve as

additional points of contact.

- 2.13 Provide classrooms and other facilities to teach the Courses that are safe, conducive to learning and meet the minimum space requirements as set forth in the Instructor Materials. The AP shall allow the Chapter Representative or a designee to inspect the AP's real and personal property used to teach the Courses and to perform random observations of the instructors during the provision of Courses.
- 2.14 Submit any literature or materials using the name and/or emblem of the American Red Cross to the Chapter for written approval before printing or distribution of such literature or materials.
- 2.15 Encourage its instructors to provide volunteer services for the American Red Cross.

3.0 Chapter Fees:

The Chapter reserves the right to change the fees contained in Appendix A at its sole discretion. The Chapter will notify the AP a minimum of 90 days prior to the effective date of any such fee changes. As part of this notice, the Chapter will provide the AP with a new Appendix A. If the AP does not agree to the fee changes, it has the right to terminate the Agreement pursuant to Section 5. Changes to Appendix A will not effect any other provisions contained within this Agreement.

4.0 Jurisdiction of Agreement:

This Agreement is limited to the geographical jurisdiction of the American Red Cross Chapter(s) and at the locations set forth below:

Chapter	Geographical Jurisdiction (County, City, State)
San Diego Imperial Counties	San Diego Imperial Counties

5.0 Term and Termination:

- 5.1 This Agreement shall commence on the effective date with automatic one-year renewals thereafter on the anniversary of the commencement date, unless either Party gives written notice to the other of its desire not to renew at least 30 days prior to the commencement of any renewal period, or unless otherwise terminated sooner in accordance with Paragraph 5.2 of this Agreement (the "Term").
- 5.2 At any time, either Party may terminate this Agreement with thirty (30) days written notice to the non-terminating Party.
- 5.3 Upon termination of this Agreement, the obligations of both Parties, including, but not limited to the provision of payment, shall remain in effect until all scheduled Courses are completed.
- 5.4 In the event of any termination of this Agreement, the Parties are still obligated and committed to follow the provisions of Sections 6, 7, 8, 12 and this Paragraph 5.4 indefinitely.

6.0 Limitation of Liability:

Notwithstanding anything in this Agreement to the contrary, neither Party shall be liable to the other for any loss or damage arising as a result of breach, non-performance or partial performance of its obligations under this Agreement due to any cause beyond that Party's reasonable control and without its fault or negligence.

7.0 Notices:

All notices to include appendices that each Party is required to give to the other Party shall be given to each of the Parties in writing to the names and addressees as follows:

If to the Chapter:

Chapter Name: San Diego Imperial Counties
Address: 3950 Calle Fortunada, SD, CA 92123
Attn: Bryce Berggren
Phone Number: 858-309-1432
Fax Number: 858-309-1287
E-mail Address: bryce.Berggren@sdark.org

If to the AP:

AP Name: Southwestern College
Address: 900 Otay Lakes Road Chula Vista, CA 91910
Attn: Karen Jacobs
Phone Number: 619-575-6176 ext. 203
Fax Number: 619-575-5020
E-mail Address: kjacobs@swccd.edu

Notice of termination of this Agreement by either Party must be delivered by certified U.S. First-Class Mail, return receipt requested.

8.0 Confidentiality and Trade Names:

- 8.1 Except as otherwise provided herein, each Party shall maintain the confidentiality of all provisions of this Agreement. Without the prior written consent of the other Party, neither Party shall make any press release or other public announcement of, or otherwise disclose, this Agreement or any of its provisions to any third Party except for such disclosures as may be required by applicable law or regulation, in which case the disclosing Party shall provide the other Party with prompt advance notice of such disclosure so the other Party has the opportunity, if it so desires, to seek a protective order or other appropriate remedy.
- 8.2 Each Party recognizes that the name, logo and marks of the other Party represent valuable assets of that Party and that substantial recognition and goodwill are associated with such assets. Each Party hereby agrees that neither it nor any of its affiliates shall use the other Party's name, logo or marks without prior written authorization from such other Party.
- 8.3 This Agreement grants no rights in any of the American Red Cross or Chapter's Courses or Course Materials or other intellectual property to customer.

9.0 Entire Agreement and Amendments:

- 9.1 Concerning the subject matter hereof, this Agreement constitutes the entire Agreement between the Parties and supersedes all prior Agreements and undertakings, both written and oral, between the Parties.
- 9.2 This Agreement shall not be amended or otherwise modified unless both of the Parties affirmatively and unanimously agree to such amendment and/or modification in writing.

10.0 Severability:

In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Parties shall promptly negotiate in good faith a lawful, valid and enforceable provision. This new provision must be as similar in terms to the invalid provision as may be possible in order to keep with the intention of the original Agreement.

11.0 Exculpatory Clause:

It is understood and agreed that wherever in this Agreement the term "Chapter" is used it shall mean the Chapter(s) of The American National Red Cross set forth in Section 4; that said Chapter(s) are duly constituted local unit of The American National Red Cross, a federal instrumentality (36 U.S. Code 1 et seq.); and that all obligations of the "Chapter" under this Agreement shall be undertaken and completed exclusively by said Chapter(s) without resort in any event to, or commitment of, the funds and property of the American National Red Cross or any unit thereof other than the Chapter(s).

12.0 Independent Contractors:

Each of the Parties shall be furnishing its services hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the Parties or an employer-employee relationship. No agent, employee or servant of either Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.

13.0 Assignment and Subcontracting:

This Agreement shall not be assigned in whole or in part and no Party shall delegate or subcontract all or part of its duties under this Agreement without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized officers, have executed this Agreement as of the Effective Date.

CHAPTER
REPRESENTATIVE

AUTHORIZED PROVIDER
REPRESENTATIVE

SIGNATURE: _____

DATE: _____

PRINTED NAME: Bryce Berggren
TITLE: Authorized Provider Account Associate
PHONE NUMBER: 858-309-1432
FAX NUMBER: 858-309-1287
E-MAIL: Bryce.Berggren@sdcrc.org

Raj K. Chopra, Ph.D.
Superintendent/President
619-482-6301
619-421-0346
r chopra@swccd.edu


Approved As To Form:
Office of the Senior Director of
Business Operations & Facilities
Planning
Date: 2/18/09 # A2616.09


ITEM #18 A6


March 11, 2009

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY:  Raj K. Chopra, Ph.D.
Superintendent/President

SUBMITTED BY: Mark Meadows, Ph.D. 
Vice President for Academic Affairs

INITIATED BY: William C. Kinney 
Dean, Higher Education Center at National City

SUBJECT: Agreement with Naval Medical Center San Diego

RECOMMENDATION

Approve Agreement No. A2614.09 with Naval Medical Center San Diego, to serve as a clinical internship site, for the period March 1, 2009 to February 28, 2014, inclusive, at no cost to the District.

OVERVIEW

This agreement designates a clinical internship site for Southwestern Community College Medical Laboratory Technician (MLT) students. As an authorized clinical internship site, Navy Medical Center San Diego offers instruction in Medical Laboratory Technology training.

FISCAL IMPACT/ACCOUNT

No cost to the District.

WCK/ln

MASTER AFFILIATION AGREEMENT
BETWEEN
NAVAL MEDICAL CENTER, SAN DIEGO
AND
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

1. This agreement is entered into by and between Naval Medical Center, 34800 Bob Wilson Drive, San Diego, California 92134-5000, hereinafter referred to as Military Treatment Facility ("MTF") and Southwestern Community College District, 900 Otay Lakes Road, Chula Vista, California 91910, hereinafter referred to as the "affiliating institution."
2. The Administrators of the affiliating institution have established an approved professional program that has been recognized, accredited, or certified by the appropriate accrediting agencies, as applicable. The specific nature of this program is to train Medical Laboratory Technician students, over a period of March 1, 2009 TO February 28, 2014.
3. It is in the best interest of the affiliating institution and its trainee to use the clinical facilities at the MTF to receive their clinical experience. The Department of the Navy and the MTF will benefit by completely utilizing program resources, by maintaining diplomatic relations with community medical institutions, and by affording its medical staff an opportunity to obtain teaching experience.
4. The parties acknowledge and agree to the following:

While training at the MTF, the affiliating institution trainee will be under the supervision of MTF officials for training purposes and will be subject to and required to abide by all MTF rules and applicable regulations.
5. There will be no training expense to the Navy for the trainee of the affiliating institution who participate in this program other than expenses incidental to their supervision. The use of Government-owned property by the trainees is primarily to further their training. Any work benefits that the MTF and the Navy receive are incidental to this training, and trainees of affiliating institution will not be compensated.
6. This program will not result in, nor is it meant to displace employees or impair existing contracts for services.
7. The number and assignment of trainees will be mutually agreed upon between the MTF and the affiliating institution before the beginning of each training period. The MTF reserves the right to

Subj: **MASTER AFFILIATION AGREEMENT**

refuse acceptance of any participant in this training program or to bar any trainee when it is determined that further participation would not be in the best interest of the MTF.

8. The affiliating institution will not use MTF's name in any of their publicity or advertising media. However, the existence and the scope of the program may be made known to their trainees.

9. Each trainee of the affiliating institution will be required to sign the trainee agreement addendum attached to this agreement.

10. **Health Insurance Portability & Accountability Act (HIPAA):**

Both parties understand and will adhere to DoD 6025.18R, DoD Health Information Privacy Regulation dated January 2003; and 45 Code of Federal Regulation (CFR), Parts 160 and 164, dated April 2003; and NAVMEDCEN SDIEGO Instruction 6025.1, Naval Medical Center San Diego Health Information Privacy and Security Instruction dated March 2005. The parties agree to enter into a Business Associate Agreement, Enclosure 1 of this MAA.

In keeping with all federal and state rules and regulations regarding patient confidentiality, MTF and affiliating institution shall notify their respective trainee that they are responsible for maintaining the confidentiality of patient information. Trainee shall not have access to, or have the right to review, any medical record, except where necessary in the regular course of the training program covered by this MAA or in furtherance of any litigation arising out of trainee's affiliation. The discussion, transmission, or narration, in any form, by trainee of any patient information of a personal nature, medical or otherwise, obtained by the trainee is forbidden except as a necessary part of the training program covered by this MAA. MTF and affiliating institution shall affirm that their respective trainee has received all mandatory training required by Federal Rules and Regulations for the protection of patients' protected health information (PHI) and that departmental records of completion of such training shall be available upon written request by either MTF and/or affiliating institution.

11. In addition to other provisions in this agreement, the MTF specifically agrees to:

a. Make available the clinical and related facilities needed for training.

b. Arrange schedules that will not conflict with other educational programs.

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c. Designate an MTF official to coordinate the trainee's clinical learning experiences. This will involve planning with faculty or staff members for the assignment of trainees to specific clinical cases and experiences, including their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the MTF.

d. Provide reasonable classroom, conference, office, storage, dressing, and locker room space for participating trainees and their faculty or staff supervisors.

e. Permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with the responsibility for accreditation of the affiliating institution's educational programs.

f. Provide emergency medical and dental treatment to the trainees while at the MTF for training. The cost of such treatment will be paid for by the trainees or the affiliating institution.

g. Allow faculty and trainees access to the hospital dining facilities at their own expense.

h. Provide guidance and instruction as long as the instruction and presence of trainees do not interfere with official duties and training of military personnel.

i. Arrange with the installation commander to allow faculty and trainees access to the military base or facility.

12. In addition to other provisions in this agreement, the civilian affiliating institution specifically agrees to:

a. Provide faculty or staff members who will be responsible for instruction and supervision of the trainees' program.

b. Have the faculty or staff members coordinate with the designated MTF official the assignment that will be assumed by the trainee and their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the MTF.

c. Provide and maintain accurate personnel records and reports developed during the course of the trainee's clinical experience.

d. Ensure compliance with all MTF rules and applicable instructions.

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e. Require all faculty and trainee who operate an automobile on the military base to maintain the minimum requirements of local and State law and U.S. Navy regulations on automobile liability insurance.

f. Be responsible for health examinations and such other medical examinations and protective measures necessary for its trainees.

g. Prohibit the trainee, faculty, or staff members from publishing any materials developed as a result of their clinical experiences that have not been approved for release, in writing, by the MTF and the affiliating institution.

h. Provide professional liability (malpractice) coverage in amounts that are reasonable and customary in the community for the appropriate specialty, covering liability for personal injury and property damage, including legal representation and expense of defense of any such liability claims, actions or litigation, resulting from participation by their trainees and faculty under this agreement. This coverage may come from any source, but shall clearly cover the faculty and trainee while participating under this agreement at the MTF. The affiliating institution agrees that if it intends to change such liability coverage during the tenure of this agreement in a way that will affect the protection provided to their trainees, then the affiliating institution will notify the MTF in writing, at least 45 days before the effective date of the change, specifying the change intended to be made. The affiliating institution must provide documentary proof of the insurance coverage to the MTF and such documentary proof will be attached to this agreement. The affiliating institution further agrees not to seek indemnification from either the United States or the U.S. Navy for any settlement, verdict or judgment resulting from any claim or lawsuit arising out of the performance of the trainee's professional duties while training at the MTF.

13. It is expressly agreed that this written statement embodies the entire agreement of the parties regarding this affiliation, and no other agreements exist between the parties except as herein expressly set forth. Any changes or modifications to this agreement must be in writing and be signed by both parties.

14. The terms of this agreement will commence as of the date signed by both parties and will continue until completion of training or until terminated by either party. Termination by either party will require that written notification be sent by registered mail 30 days before the termination date. It is

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understood that the Chief Bureau of Medicine and Surgery will have the right to terminate this affiliation agreement without notice at any time, if determined necessary to be in the interests of the Navy's mission requirements.

(Date)

(Date)

RAJ CHOPRA, Ph.D.
Superintendent/President

C. S. HUNTER
Rear Admiral, Medical Corps
United States Navy
Commander

Southwestern Community
College District
900 Otay Lakes Road
Chula Vista, CA 91910

Naval Medical Center
San Diego, CA 92134-5000

Approved As To Form:
Office of the Senior Director of
Business Operations & Facilities
Planning
Date: 2/18/09 # A2614.09

Subj: MASTER AFFILIATION AGREEMENT

TRAINEE AGREEMENT ADDENDUM

In consideration of being allowed to use the facilities of the Naval Medical Center, San Diego per the Master Affiliation Agreement (agreement) between Southwestern Community College District and Naval Medical Center, San Diego, I agree to abide by the rules and instructions listed in the agreement. I am aware of the rules concerning automobile liability insurance, and, if I drive my private automobile on base, I will register it with base authorities and maintain the required liability insurance. I specifically agree and understand that I will receive no monetary compensation whatsoever from the United States for this training.

(Date) (Signature and typed name of trainee)

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ENCLOSURE (1)

PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

(a) Definitions. As used in this clause:

Individual has the same meaning as the term ``individual'' in 45 CFR 164.501 and 164.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Protected Health Information has the same meaning as the term ``protected health information'' in 45 CFR 164.501, limited to the information created or received by The Business Associate/Collaborator from or on behalf of The Covered Entity.

Required by Law has the same meaning as the term ``required by law'' in 45 CFR 164.501 and 164.103.

Secretary means the Secretary of the Department of Health and Human Services or his/her designee.

Security Rule means the Health Insurance Reform: Security Standards at 45 CFR part 160, 162 and part 164, subpart C.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103, 164.501 and 164.304. We have determined that both parties serve as employer and supervising institutions in this MAA. Both Naval Medical Center, San Diego and Southwestern Community College District are Business Associates as defined above.

(b) The Business Associate/Collaborator agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

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(c) The Business Associate/Collaborator agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(d) The Business Associate/Collaborator agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits in the execution of this Agreement.

(e) The Business Associate/Collaborator agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate/Collaborator of a use or disclosure of Protected Health Information by the Business Associate/Collaborator in violation of the requirements of this Agreement.

(f) The Business Associate/Collaborator agrees to report to the Covered Entity any security incident involving protected health information of which it becomes aware.

(g) The Business Associate/Collaborator agrees to report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement.

(h) The Business Associate/Collaborator agrees to ensure that any agent, to whom it provides Protected Health Information received from, or created or received by the Business Associate/Collaborator on behalf of the Covered Entity agrees to the same restrictions and conditions that apply through this agreement to the Business Associate/Collaborator with respect to such information.

(i) The Business Associate/Collaborator agrees to ensure that any agent, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it

(j) The Business Associate/Collaborator agrees to provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity to Protected Health Information in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

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(k) The Business Associate/Collaborator agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(l) The Business Associate/Collaborator agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate/Collaborator on behalf of, the Covered Entity, available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.

(m) The Business Associate/Collaborator agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(n) The Business Associate/Collaborator agrees to provide to the Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with this Clause of the Agreement, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

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General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, the Business Associate/Collaborator may use or disclose Protected Health Information on behalf of, or to provide services to, the Covered Entity if such use or disclosure of Protected Health Information would not violate the Privacy Rule, the Security Rule or the Department of Defense Health Information Privacy Regulation if done by the Covered Entity.

Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this Agreement, the Business Associate/Collaborator may use Protected Health Information for the proper management and administration of the Business Associate/Collaborator or to carry out the legal responsibilities of the Business Associate/Collaborator.

(b) Except as otherwise limited in this Agreement, the Business Associate/Collaborator may disclose Protected Health Information for the proper management and administration of the Business Associate/Collaborator, provided that disclosures are required by law, or the Business Associate/Collaborator obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate/Collaborator of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, the Business Associate/Collaborator may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d) Business Associate/Collaborator may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

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Obligations of the Covered Entity

Provisions for the Covered Entity to Inform the Business Associate/Collaborator of Privacy Practices and Restrictions

(a) Upon request the Covered Entity shall provide the Business Associate/Collaborator with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) The Covered Entity shall provide the Business Associate/Collaborator with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Business Associate/Collaborator's permitted or required uses and disclosures.

(c) The Covered Entity shall notify the Business Associate/Collaborator of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR 164.522.

Permissible Requests by the Covered Entity

The Covered Entity shall not request the Business Associate/Collaborator to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except for providing Data Aggregation services to the Covered Entity and for management and administrative activities of the Business Associate/Collaborator as otherwise permitted by this clause.

Termination

(a) Termination. A breach by the Business Associate/Collaborator of this clause, may subject the Business Associate/Collaborator to termination under any applicable default or termination provision of this Agreement.

(b) Effect of Termination.

(1) If this agreement has records management requirements, the records subject to the Clause should be handled in accordance with the records management requirements. If this agreement does not have records

Subj: MASTER AFFILIATION AGREEMENT

management requirements, the records should be handled in accordance with paragraphs (2) and (3) below

(2) If this agreement does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this Agreement, for any reason, the Business Associate/Collaborator shall return or destroy all Protected Health Information received from the Covered Entity, or created or received by the Business Associate/Collaborator on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of agents of the Business Associate/Collaborator. The Business Associate/Collaborator shall retain no copies of the Protected Health Information.

3) If this agreement does not have records management provisions and the Business Associate/Collaborator determines that returning or destroying the Protected Health Information is infeasible, the Business Associate/Collaborator shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Covered Entity and the Business Associate/Collaborator that return or destruction of Protected Health Information is infeasible, the Business Associate/Collaborator shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate/Collaborator maintains such Protected Health Information.

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Miscellaneous

(a) Regulatory References. A reference in this Clause to a section in the Privacy Rule or Security Rule means the section as in effect or as amended, and for which compliance is required.

(b) Survival. The respective rights and obligations of Business Associate under the "Effect of Termination" provision of this Clause shall survive the termination of this Agreement.

(c) Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Rule or Security Rule.



CNA Plaza,
Chicago, IL 60685

CERTIFICATE OF INSURANCE OCCURRENCE



Occurrence

018098	970	HPG	0127276105	from:	12:01 AM Standard Time on:	09/15/07
				to:	12:01 AM Standard Time on:	09/15/08

National Insurance Agency Southwestern Community College 900 Otay Lakes Rd Rm 560j Chula Vista, CA 91910-7223	Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040 (800) 986-4627
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Insurance Provided by:	American Casualty Co. of Reading, PA CNA Plaza 26S Chicago, IL 60685
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COVERAGE PARTS		LIMITS OF LIABILITY			
A.	PROFESSIONAL LIABILITY				
	Professional Liability (PL)	\$1,000,000	each claim	\$5,000,000	aggregate
	Personal Injury Liability		included above		
B.	Coverage Extensions:				
	Grievance Proceedings	\$1,000	per proceeding	\$10,000	aggregate
	Defendant Expense Benefit			\$10,000	aggregate
	Deposition Representation	\$1,000	per deposition	\$5,000	aggregate
	Assault	\$1,000	per incident	\$25,000	aggregate
	Medical Payments	\$2,000	per person	\$100,000	aggregate
	First Aid	\$500	per incident	\$25,000	aggregate
	Damage to Property of Others	\$250	per incident	\$10,000	Aggregate

Total Premium: \$ 5,035.00

Policy forms and endorsements attached as inception

G-144918-A G-144931-A04 G-145184-A G-147292-A
G-144872-A

Master Policy # 152432426

Keep this document in a safe place. It is evidence of your insurance coverage.

John L. Kien

Chairman of the Board

G-144920-A (1/2003)

AMERICAN CASUALTY COMPANY OF READING, PA

John M. Zickler

Secretary

Page 1 of 1

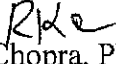
Effective Date of Change:


ITEM #18 B1


March 11, 2009

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY:  Raj K. Chopra, Ph.D.
Superintendent/President

SUBMITTED BY: Angelica L. Suarez, Ph.D. 
Vice President for Student Affairs

INITIATED BY: Beatrice Zamora-Aguilar 
Dean, Counseling and Matriculation

SUBJECT: AmeriCorps School Readiness Program Agreement with ECS Head Start

RECOMMENDATION

Ratify Agreement No. A2631.09 with ECS Head Start, for the AmeriCorps School Readiness Program, for the period January 5, 2009 to June 30, 2011, inclusive, at no cost to the District.

RATIONALE FOR RATIFICATION

This agreement utilizes the template approved by the Governing Board on November 12, 2008, for the purpose of expediting the development of partnerships with community agencies. This process facilitates the efficient placement of students in community organizations in order to gain work-related experience.

OVERVIEW

The AmeriCorps School Readiness Program Agreement is used to establish partnerships with community organizations and schools for the purpose of providing volunteer experiences to students eligible for the AmeriCorps Program.

FISCAL IMPACT/ACCOUNT

No cost to the District.

BZ/dt



SOUTHWESTERN COMMUNITY COLLEGE DISTRICT AMERICORPS SCHOOL READINESS PROGRAM AGREEMENT

THIS AGREEMENT is executed by and between Southwestern Community College District (hereinafter referred to as "District") and ECS Head Start (hereinafter referred to as "Agency") (hereinafter collectively referred to as "Parties") for the purpose of the AmeriCorps School Readiness Program.

WHEREAS, it is the intention of the Parties to participate in the AmeriCorps School Readiness Program for the purpose of providing realistic volunteer or work-based learning experiences to students eligible for the program (hereinafter referred to as "Students" or "Participants");

WHEREAS, Agency operates educational programs which are suitable for specific subject areas;

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

I. Scope of Agreement

A. This Agreement forms the basis of mutual understanding and respective responsibilities between the Agency and District for the participation of Students in the AmeriCorps School Readiness Program. Renewal of this Agreement and continuation of the Program will be subject to each Party signing a renewal agreement.

B. Agency Agrees:

1. To the extent Agency is able, provide Students with safe working conditions within which to provide the services. Agency shall not direct or permit Students to undertake activities that may be risky or inherently dangerous.
2. To provide a mutually acceptable workstation to Students and to provide supervision, necessary equipment, materials, and tools.
3. To provide Students with training and resources that will enhance Student development and performance.
4. To identify children for Students to work with and provide Students with site orientation.
5. To assist Students in completion of Child Assessments forms.
6. To participate on AmeriCorps School Readiness Program Partner Committee to learn of program updates.
7. To certify the accuracy of hours reported and provide evaluation of performance on the part of Students.
8. To notify District of Students who are at risk of termination from program due to unsatisfactory progress, interest, conduct, tardiness or absenteeism.
9. To not unlawfully discriminate, either in the provision of services against any Student on the basis of race, color, national origin, gender, religion, or disability.
10. To comply with all applicable laws relating to nondiscrimination.

C. District Agrees:

1. To be responsible for the administration of the AmeriCorps School Readiness Program.
2. To identify, screen and refer selected Students to prospective Agencies.
3. To provide program orientation and subject-specific workshops to selected Students.
4. To conduct regular site visits and mediate with Agency any work-related issues.
5. To facilitate Student grievance procedures.
6. To accept the termination of any Students not meeting work standards of Agency.
7. To facilitate AmeriCorps School Readiness Program Partner Committee meetings.
8. To keep in force at all times, during the term of this Agreement, Workers' Compensation Insurance covering all Students during assigned working periods.
9. To not discriminate against, and refer Participants regardless of race, color, national origin, gender, religion, or disability.
10. To comply with all applicable laws relating to nondiscrimination.

II. Term of Agreement

- A. Either Party may terminate this Agreement at any time by giving at least seven (7) days written notice.
- B. This Agreement shall be effective January 5, 2009 to June 30, 2011.
- C. This Agreement may be modified at any time by written consent of the Parties.
- D. This Agreement constitutes the entire agreement between the Parties. There is no expressed or implied agreement, except as stated in this Agreement.

III. Insurance and Liability

- A. District shall carry Workers' Compensation Insurance in accordance with California State law with the State Compensation Insurance Fund, covering AmeriCorps Readiness Program Students and employees of District.
- B. District agrees to defend, hold harmless, and indemnify Agency and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorney's fees) for injury or death to persons, including employees of Agency, and damage to property including property of Agency, caused by the negligent acts or omissions of District in the performance of this Agreement. District's duty to indemnify Agency under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from Agency's negligence or willful misconduct.
- C. Agency agrees to defend, hold harmless, and indemnify District and its directors, officers, employees, students, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand or expense, including without limitation, attorney's fees) for injury or death to persons, including employees of the District, and damage to property including property of District, caused by the negligent acts or omissions of Agency in the performance of this Agreement. Agency's duty to indemnify District under this Agreement shall not extend to loss,

liability, damage, claim, cost, charge, demand, or expense resulting from District's negligence or willful misconduct.

IV. Independent Contractor

- A. District is, for all purposes, an independent District and shall not be deemed an employee of Agency. District specifically acknowledges that it controls the manner and means by which the Program is accomplished, agrees to hold itself out as an independent District, and waives any rights to claim that it is an employee of Agency under the common law agency test, the economic realities test, or any other legal test.
- B. It is expressly understood and agreed that neither District nor Students shall in no event, as a result of this Agreement or any work performed under this Agreement, be entitled to any benefits in which Agency employees are entitled, including, but not limited to, overtime or other pay differentials, retirement benefits, social security benefits, disability insurance benefits, unemployment compensation or insurance, workers' compensation benefits, and/or injury, vacation, sick, or other leave or employment benefits. District expressly agrees that all legal recourse for performance and severance of the relationship between it and Agency is set forth in this Agreement, and not in any statutes of case law relating to rights of employees.
- C. District agrees to notify Students that they are not employees of Agency and are not entitled to any benefits to which Agency employees are entitled, as set forth above. District furthermore agrees to indemnify, defend and hold harmless Agency, its officers and its employees, from any such claims made by Students.

(This Agreement is not valid until signed by both Parties)

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

By: Raj K. Chopra
Raj K. Chopra, Ph.D.
Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910

Date: 1/23/09

Harry Heyliger
Signature of Agency Representative

Date: DEC 15, 2008
HARRY HEYLIGERS
Name of Agency Representative
VICE PRESIDENT
Title of Agency Representative

SHARON M. WEBSTER
Agency Contact Person

ECS HEAD START
Agency Name

4305 UNIVERSITY, #400, SAN DIEGO, CA 92105
Agency Address

619-228-2850, ext 347
Agency Telephone Number

619-228-2801
Agency Fax Number

Originator: Nelson Riley
Department: Student Employment Services
Budget No. (No cost to District)

Approved As To Form:
Office of the Senior Director of
Business Operations & Facilities
Planning

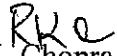
Date: 1/21/09 #42631-09

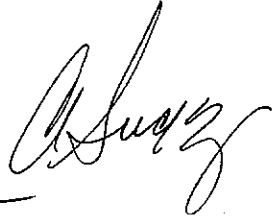
ITEM #18 B2


March 11, 2009

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY:  Raj K. Chopra, Ph.D.
Superintendent/President

SUBMITTED BY: Angelica L. Suarez, Ph.D.
Vice President for Student Affairs 

INITIATED BY: Beatrice Zamora-Aguilar 
Dean, Counseling and Matriculation

SUBJECT: HIPAA Business Associate Agreement with Southwestern Community
College District and Covenant Retirement Communities DBA Mount
Miguel Covenant Village Health Facility

RECOMMENDATION

Approve HIPAA Business Associate Agreement No. A2608.09 with Southwestern Community College District and Covenant Retirement Communities DBA Mount Miguel Covenant Village Health Facility, for a work-based learning experience in a health care environment, for the period March 12, 2009 to June 30, 2011, inclusive, at no cost to the District.

OVERVIEW

The HIPAA Business Associate Agreement correlates with the Southwestern College Cooperative Work Experience Education Program Agreement No. A2604.09, and is required by Covenant Retirement Communities DBA Mount Miguel Covenant Village Health Facility for students eligible for participation in the Cooperative Work Experience Program.

FISCAL IMPACT/ACCOUNT

No cost to the District.

BZ/md

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement is effective on March 12, 2009 and is entered into on March 12, 2009 by and between Southwestern Community College District and, a Covenant Retirement Communities DBA Mount Miguel Covenant Village Health Facility at 325 Kempton St., Spring Valley, CA 91977.

RECITALS

WHEREAS, the parties acknowledge that the Business Associate provides services to Covered Entity, and Business Associate receives, has access to or creates Health Information in order to provide those services ("Services Agreement");

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder ("HIPAA Regulations"), including the Standards for Privacy of Individually Identifiable Health Information, 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations"); and

WHEREAS, the Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to require certain protections for the privacy and security of Health Information, and such Regulations prohibit the disclosure to or use of Health Information by Business Associate if such a contract is not in place.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Health Information" means information that (i) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

1.3 "Use" or "Uses" mean, with respect to Health Information, the sharing, employment, application, utilization, examination or analysis of such Health Information within Business Associate's internal operations.

ARTICLE II OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Initial Effective Date of Performance. The obligations created under this Agreement are effective after April 14, 2003.

2.2 Permitted Uses and Disclosures of Health Information. Business Associate shall Use and Disclose Health Information solely as necessary to perform the Services, provided that such Use or Disclosure would not violate the Privacy Regulations if done by Covered Entity. Business Associate shall not Use or Disclose Health Information for any other purpose, except that if necessary, Business Associate may Use Health Information for the proper management and administration of Business Associate and to carry out its legal responsibilities.

2.3 Adequate Safeguards for Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Health Information in any manner other than as permitted by this Agreement.

2.4 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement. The initial report shall be made by telephone call to Covered Entity's Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a written report to the Privacy Officer no later than five (5) days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure.

2.6 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Health Information available to the Covered Entity, or at the request of Covered Entity, to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), in a time and manner designated by the Covered Entity or the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Regulations.

2.7 Access to and Amendment of Disclosures of Health Information. Business Associate shall, to the extent Covered Entity determines that any Health Information constitutes a "designated record set" under the Privacy Regulations, (a) make the Health Information specified by Covered Entity available to the individual(s) identified by Covered Entity as being entitled to access and copy that Health Information, and (b) make any amendments to Health Information that are requested by Covered Entity. Business Associate shall provide such access and make such amendments within the time and in the manner specified by Covered Entity.

2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Health Information made by Business Associate or its employees, agents, representatives or subcontractors as required by the Privacy Regulations. Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Health Information; (c) a brief description of the Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that requires an accounting under this Section 2.8, Business Associate shall track the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure.

2.9 Term and Termination. The term of this Agreement shall be for one year from the inception of this agreement. This Agreement may be terminated immediately upon written notice by Covered Entity to Business Associate if Covered Entity determines, in its sole discretion, that Business Associate has violated any material term of this Agreement. Business Associate's obligations under Sections 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.10, 2.12 and 2.13 shall survive the termination or expiration of this Agreement.

2.10 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all Health Information in the possession or control of Business Associate and its agents and subcontractors. However, if Covered Entity determines that neither return nor destruction of Health Information is feasible, Business Associate may retain Health Information provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains Health Information, and (b) further limits Uses and Disclosures of Health Information to those purposes that make the return or destruction of Health Information infeasible.

2.11 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

2.12 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Health Information from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

2.13 Indemnification. Business Associate agrees to indemnify, defend and hold harmless Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, referred to hereinafter in this Section as "indemnified party," against all losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Regulations, by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce, referred to hereinafter in this Section as "indemnifying party." Accordingly, on demand, the indemnifying party shall reimburse any indemnified party for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including

reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's breach hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Regulations by the indemnifying party. The indemnifying party's obligation to indemnify any indemnified party shall survive the expiration or termination of this Agreement for any reason.

2.14 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations, including the Privacy Regulations, and other applicable laws relating to the security or confidentiality of Health Information. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Health Information that it receives or creates pursuant to this Agreement. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of any amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations, including the Privacy Regulations, or other applicable laws. Covered Entity may terminate this Agreement and Services Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Section 2.14 or (ii) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of Health Information that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and HIPAA Regulations, including the Privacy Regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date stated above.

COVERED ENTITY:

By: _____

Print Name: Jay Caddell

Title: Administrator-Healthcare

Dated: _____

BUSINESS ASSOCIATE:

By: _____

Print Name: Raj K. Chopra, Ph.D.

Title: Superintendent/President Southwestern
Community College District

Dated: _____

HIPAA BUSINESS ASSOCIATE AGREEMENT ADDENDUM

This **HIPAA Business Associate Agreement Addendum** ("Agreement") is effective on March 12, 2009, and is made part of the Southwestern Community College District entered into on March 12, 2009 by and between Southwestern Community College District and, a Covenant Retirement Communities DBA Mount Miguel Covenant Village Health Facility at 325 Kempton St., Spring Valley, CA 91977.

RECITALS

WHEREAS, the parties have executed an agreement whereby Business Associate provides services to Covered Entity, and Business Associate receives, has access to or creates Health Information in order to provide those services ("Services Agreement");

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder ("HIPAA Regulations"), including the Standards for Privacy of Individually Identifiable Health Information, 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations"); and

WHEREAS, the Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to require certain protections for the privacy and security of Health Information, and such Regulations prohibit the disclosure to or use of Health Information by Business Associate if such a contract is not in place.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Health Information" means information that (i) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

1.3 "Services" has the same meaning as in the Services Agreement.

1.4 “Use” or “Uses” mean, with respect to Health Information, the sharing, employment, application, utilization, examination or analysis of such Health Information within Business Associate’s internal operations.

ARTICLE II OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Initial Effective Date of Performance. The obligations created under this Agreement shall not become effective until April 14, 2003, or the date of the Service Agreement whichever is later.

2.2 Permitted Uses and Disclosures of Health Information. Business Associate shall Use and Disclose Health Information solely as necessary to perform the Services, provided that such Use or Disclosure would not violate the Privacy Regulations if done by Covered Entity. Business Associate shall not Use or Disclose Health Information for any other purpose, except that if necessary, Business Associate may Use Health Information for the proper management and administration of Business Associate and to carry out its legal responsibilities.

2.3 Adequate Safeguards for Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Health Information in any manner other than as permitted by this Agreement.

2.4 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement. The initial report shall be made by telephone call to Covered Entity’s Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a written report to the Privacy Officer no later than five (5) days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure.

2.6 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Health Information available to the Covered Entity, or at the request of Covered Entity, to the Secretary of the U.S. Department of Health and Human Services (“Secretary”), in a time and manner designated by the Covered Entity or the Secretary, for purposes of determining Covered Entity’s compliance with the Privacy Regulations.

2.7 Access to and Amendment of Disclosures of Health Information. Business Associate shall, to the extent Covered Entity determines that any Health Information constitutes a “designated record set” under the Privacy Regulations, (a) make the Health Information specified by Covered Entity available to the individual(s) identified by Covered Entity as being entitled to access and copy that Health Information, and (b) make any amendments to Health

Information that are requested by Covered Entity. Business Associate shall provide such access and make such amendments within the time and in the manner specified by Covered Entity.

2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Health Information made by Business Associate or its employees, agents, representatives or subcontractors as required by the Privacy Regulations. Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Health Information; (c) a brief description of the Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that requires an accounting under this Section 2.8, Business Associate shall track the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure.

2.9 Term and Termination. The term of this Agreement shall be the same as the term of the Services Agreement. In addition to and notwithstanding the termination provisions set forth in the Services Agreement, both this Agreement and the Services Agreement may be terminated immediately upon written notice by Covered Entity to Business Associate if Covered Entity determines, in its sole discretion, that Business Associate has violated any material term of this Agreement. Business Associate's obligations under Sections 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.10, 2.12 and 2.13 shall survive the termination or expiration of this Agreement.

2.10 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this Agreement and the Services Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all Health Information in the possession or control of Business Associate and its agents and subcontractors. However, if Covered Entity determines that neither return nor destruction of Health Information is feasible, Business Associate may retain Health Information provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains Health Information, and (b) further limits Uses and Disclosures of Health Information to those purposes that make the return or destruction of Health Information infeasible.

2.11 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

2.12 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Health Information from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

2.13 Indemnification. Business Associate agrees to indemnify, defend and hold harmless Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, referred to hereinafter in this Section as "indemnified party," against all losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any

negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Regulations, by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce, referred to hereinafter in this Section as "indemnifying party." Accordingly, on demand, the indemnifying party shall reimburse any indemnified party for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's breach hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Regulations by the indemnifying party. The indemnifying party's obligation to indemnify any indemnified party shall survive the expiration or termination of this Agreement for any reason.

2.14 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations, including the Privacy Regulations, and other applicable laws relating to the security or confidentiality of Health Information. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Health Information that it receives or creates pursuant to this Agreement. Upon Covered Entity's request, Business Associate agrees to promptly to enter into negotiations with Covered Entity concerning the terms of any amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations, including the Privacy Regulations, or other applicable laws. Covered Entity may terminate this Agreement and Services Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Section 2.14 or (ii) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of Health Information that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and HIPAA Regulations, including the Privacy Regulations.

2.15 Relationship to Services Agreement Provisions. In the event that a provision of this Agreement is contrary to a provision of the Services Agreement, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Services Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date stated above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Print Name: Jay Caddell

Print Name: Raj K. Chopra, Ph.D.

Title: Administrator-Healthcare

Title: Superintendent/President, Southwestern
Community College District

Dated: _____

Dated: _____

Approved As To Form:
Office of the Senior Director of
Business Operations & Facilities
Planning
Date: 2/18/09 # A2608.09

**SECURITY RULE ADDENDUM
TO THE HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Addendum (the "Addendum") to the HIPAA Business Associate Agreement is by and between Covenant Retirement Communities ("CRC") and the company identified in the signature block below ("Company").

WHEREAS, Company is CRC's Business Associate and Company and CRC are entering into or has entered into an agreement related to Company's use and disclosure of Protected Health Information (the "Business Associate Agreement") as required under the Standards for Privacy of Individually Identifiable Health Information, promulgated under the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

WHEREAS, the Security Standards under HIPAA (the "Security Rule") require CRC, as a Covered Entity, to ensure that its Business Associates contractually agree to certain terms related to the security of Electronic Protected Health Information (the "Security Rule Provisions"); and

WHEREAS, the Business Associate Agreement must be amended to include such terms.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree to the following:

1. The Business Associate Agreement executed by the parties is amended to add the terms and conditions set forth in this Addendum.
2. "Electronic Protected Health Information" means Protected Health Information that is received by Company from or on behalf of CRC, or is created by Company for or on behalf of CRC, or is made accessible to Company by CRC, and is either transmitted by Electronic Media or maintained in Electronic Media.

Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Business Associate Agreement or in the Security Rule, as applicable.

3. Company agrees to:
 - a. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information;
 - b. Ensure that any agent, including a subcontractor, to whom Company provides Electronic Protected Health Information agrees in writing to implement reasonable and appropriate safeguards to protect such information; and
 - c. Report to CRC any Security Incident of which it becomes aware. Such reports shall be made initially by telephone call to CRC's Privacy Officer within forty-eight (48) hours from the time Company becomes aware of the Security Incident, followed by a written report to CRC's Privacy Officer no later than five (5) days from the date that Company becomes aware of the Security Incident.

4. This Addendum shall be effective no earlier than April 20, 2005 or the date of the Service Agreement whichever is later ("Effective Date"), and shall terminate concurrently with the Business Associate Agreement and the Service Agreement.
5. This Addendum shall be deemed incorporated into the Business Associate Agreement, and all terms of the Business Associate Agreement shall apply. In the event that the terms of this Addendum and the terms of the Business Associate Agreement or the Service Agreement conflict, the terms of this Addendum shall control.
6. The parties acknowledge and agree that CRC has multiple Business Associates with whom CRC entered into Business Associate Agreements prior to the issuance of the Security Rule and that CRC is required by law to amend such Business Associate Agreements to include Security Rule Provisions. The parties agree that they intend any ambiguity in this Addendum to be resolved in favor of an interpretation that permits CRC to comply with the Security Rule and HIPAA.
7. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto, having been duly authorized, execute this Addendum on the dates indicated below:

Covenant Retirement Communities

Signature

Administrator-Healthcare

Title

Date

Southwestern Community College District

Company

Signature

Raj K. Chopra Ph.D. Superintendent/President, Southwestern
Community College District

Title

Date


Approved As To Form:
Office of the Senior Director of
Business Operations & Facilities
Planning
Date: 2/18/09 # A2608.09


ITEM #18 B3


March 11, 2009

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY:  Raj K. Chopra, Ph.D.
Superintendent/President

SUBMITTED BY: Angelica L. Suarez, Ph.D. 
Vice President for Student Affairs

INITIATED BY: Beatrice Zamora-Aguilar 
Dean, Counseling and Matriculation

SUBJECT: Cooperative Work Experience Education Program Agreement
with Covenant Retirement Communities DBA Mount Miguel Covenant
Village Health Facility

RECOMMENDATION

Approve Agreement No. A2604.09 with Covenant Retirement Communities DBA Mount Miguel Covenant Village Health Facility, for Cooperative Work Experience Education Program, for the period March 12, 2009 to June 30, 2011, inclusive, at no cost to the District.

OVERVIEW

The Cooperative Work Experience Education Program Agreement is an ongoing agreement used to establish partnerships with employers for the purpose of providing work-based learning experience to students eligible for the Cooperative Work Experience Education program.

This agreement will provide students with work experience related to their major. The program provides an opportunity for employers to mentor Southwestern College students and develop a future work force.

FISCAL IMPACT/ACCOUNT

No cost to the District.

BZ/md



**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
COOPERATIVE WORK EXPERIENCE EDUCATION PROGRAM AGREEMENT**

THIS AGREEMENT is executed by and between Southwestern Community College District (hereinafter referred to as "District") and Covenant Retirement Communities DBA Mount Miguel Covenant Village Health Facility (hereinafter referred to as "Agency") (hereinafter collectively referred to as "Parties") for the purpose of the Cooperative Work Experience Education Program.

WHEREAS, it is the intention of the Parties to participate in the Cooperative Work Experience Education Program for the purpose of providing realistic work-based learning experiences to students eligible for the program (hereinafter referred to as "Students" or "Participants");

WHEREAS, District operates curricula for its students in specific subject areas, and such curricula includes Cooperative Work Experience Education Programs ("Program"); and

WHEREAS, Agency operates business units which are suitable for specific subject areas.

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

I. Scope of Agreement

- A. This Agreement forms the basis of mutual understanding and respective responsibilities between the Agency and District for the participation of students in the Cooperative Work Experience Education Program.
- B. This Agreement will be for a period of three years, with review for continuation of the Program at three year intervals. Renewal of this Agreement and continuation of the Program will be subject to each Party signing a renewal agreement.
- C. Agency Agrees:
 - 1. To the extent Agency is able, to utilize the services of qualified students referred to it by District who are eligible to participate in the Cooperative Work Experience Education Program.
 - 2. To provide a mutually acceptable workstation to Participants and to provide supervision, necessary equipment, materials, and tools.
 - 3. To maintain records and complete all necessary forms and documents provided by District.
 - 4. To certify the accuracy of hours reported and the performance on the part of Participants.
 - 5. To notify District if Participants are dropped from the Program due to unsatisfactory progress, interest, conduct, or failure to meet work standards.
 - 6. To not discriminate against Participants regardless of race, color, national origin, gender, religion, or disability.
- D. District Agrees:
 - 1. To appoint a representative to coordinate with Agency.
 - 2. To develop the curriculum for the Program.
 - 3. To screen and refer Participants to prospective Agencies.

4. To notify Agency of any Participants who may become ineligible.
5. To review, with the Participants, the terms of the internship agreed upon with Agency.
6. Upon the request of Agency, to accept the termination of any Participants provided by District.
7. To be responsible for the administration of the Cooperative Work Experience Educational Program.
8. To keep in force at all times, during the term of this Agreement, Workers' Compensation Insurance covering all Participants during assigned working periods.
9. To not discriminate against and refer Participants regardless of race, color, national origin, gender, religion, or disability.

II. Term of Agreement

- A. Either Party may terminate this Agreement at any time by giving at least seven (7) days written notice.
- B. This Agreement shall be effective March 12, 2009 to June 30, 2011.
- C. This Agreement may be modified at any time by written consent of the Parties.
- D. This Agreement constitutes the entire agreement between the Parties. There is no express or implied agreement except as stated in this Agreement.

III. Insurance and Liability

- A. District shall carry Workers' Compensation Insurance in accordance with California State law with the State Compensation Insurance Fund, covering Cooperative Work Experience Program Participants and employees of District.
- B. District agrees to defend, hold harmless, and indemnify Agency and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorney's fees) for injury or death to persons, including employees of Agency, and damage to property including property of Agency, caused by the negligent acts or omissions of District in the performance of this Agreement. District's duty to indemnify Agency under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from Agency's negligence or willful misconduct.
- C. Agency agrees to defend, hold harmless, and indemnify District and its directors, officers, employees, students, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorney's fees) for injury or death to persons, including employees of the District, and damage to property including property of District, caused by the negligent acts or omissions of Agency in the performance of this Agreement. Agency's duty to indemnify District under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from District's negligence or willful misconduct.

IV. Independent Contractor

- A. District is, for all purposes, an independent District and shall not be deemed an employee of District specifically acknowledges that it controls the manner and means by

which the Program is accomplished, agrees to hold itself out as an independent District, and waives any rights to claim that it is an employee of Agency under the common law agency test, the economic realities test, or any other legal test.

- B. It is expressly understood and agreed that neither District nor Participants shall in no event, as a result of this Agreement or any work performed under this Agreement, be entitled to any benefits in which Agency employees are entitled, including, but not limited to, overtime or other pay differentials, retirement benefits, social security benefits, disability insurance benefits, unemployment compensation or insurance, workers' compensation benefits, and/or injury, vacation, sick, or other leave or employment benefits. District expressly agrees that all legal recourse for performance and severance of the relationship between it and Agency is set forth in this Agreement, and not in any statutes of case law relating to rights of employees.
- C. District agrees to notify Participants that they are not employees of Agency and are not entitled to any benefits to which Agency employees are entitled, as set forth above. District furthermore agrees to indemnify, defend and hold harmless Agency, its officers and its employees, from any such claims made by Participants.

**SOUTHWESTERN COMMUNITY COLLEGE
DISTRICT**

By: _____

Raj K. Chopra, Ph.D.
Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910

Signature of Agency Representative

Date : _____

Date : _____

**Please print or type the following
information:**

Jay Caddell

Name of Agency Representative

Administrator – Healthcare

Title of Agency Representative

Mount Miguel Covenant Village

Name of Agency

325 Kempton Street, Spring Valley, CA 91977

Address of Agency

(619) 931-1152

Agency Telephone Number

(619) 479-9240

Agency Fax Number

Originator: Nelson Riley

Department: Student Employment Services

Budget No. (No cost to District)

Approved As To Form:

Office of the Senior Director of
Business Operations & Facilities
Planning

Date: 2/18/09 # A2604.09

ITEM #19

Southwestern Community College District

RESOLUTION NO. 1595

**IN SUPPORT OF ASSEMBLY BILL 24
CALIFORNIA STATE UNIVERSITY AT CHULA VISTA
FEASIBILITY STUDY**

WHEREAS, AB 24 would amend the California Education Code, instructing the Trustees of the California State University to conduct a feasibility study regarding establishment of a California State University satellite program and, ultimately, an independent California State University (CSU) campus at Chula Vista, California, by January 1, 2011;

WHEREAS, Southwestern Community College District has been the only public institution of higher education serving the South Bay region for over 40 years;

WHEREAS, establishment of CSU, Chula Vista, would provide educational opportunities currently unavailable in the South Bay;

WHEREAS, establishment of CSU, Chula Vista, would contribute to the economic vitality of the entire South Bay region, and generate millions of dollars in new tax revenues; and

WHEREAS, establishment of CSU, Chula Vista, would provide relief from the drain on infrastructure caused by overcrowding at San Diego State University.

THEREFORE, LET IT BE RESOLVED that the Governing Board of the Southwestern Community College District hereby urges members of the California legislature to support Assembly Bill 24.

PASSED AND ADOPTED by the Governing Board of the Southwestern Community College District, Chula Vista, California, this 11th day of March, 2009.

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

President of the Governing Board

Secretary of the Governing Board

ITEM #20 A1

ARCC 2008 Report: College Level Indicators Self-Assessment

Southwestern College

Southwestern Community College District

College Self-Assessment / Response

Southwestern College is located in South San Diego County, near the U.S.-Mexico border. The College is comprised of a main campus in Chula Vista and three satellite campuses in San Ysidro, National City, and Otay Mesa. Classes are also provided at extension sites throughout the region. Credit enrollment at all locations exceeds 19,000 students each semester.

The College's student population becomes more diverse each year. The proportion of Hispanic students continues to increase, with a corresponding decrease in the percent of Caucasian students. Although Hispanic students make up the majority of the student body, Southwestern College students also include higher proportions of African-American and Asian/Pacific Islander students than reside in the region, resulting in a student population more diverse than the service area.

Southwestern College shows ongoing above-average performance with respect to four of the established seven accountability indicators. These include student progress and achievement rates, attainment of 30 units, persistence rates, and successful vocational course completion. Moreover, the College showed improvement this year in the last three of these measures.

In comparison with prior year outcomes for basic skills, recent data show that the College's basic skills course success and improvement rates continue to be lower than average peer group ratings. Further analyses reveal that the slightly lower rate for basic skills success is primarily due to relatively high withdrawal rates found for basic skills math courses. The College also continues to demonstrate lower than average performance on the basic skills improvement indicator. Over the past year, the College has begun to investigate these issues more closely. Additionally, Southwestern College is currently undergoing a thorough reorganization, one goal of which is to improve processes and programs that support basic skills students and enhance their performance.

ESL improvement rates reported for the College are notably low. The College's proximity to the border with Mexico may contribute to this finding. Specifically, students may enroll in an ESL course in order to gain some ability to speak and/or understand English, with no strong aspirations to attain fluency or further education. Relatively high success rates in ESL courses (including the lowest-level ESL courses) support this theory. Clearly, most students succeed in ESL, and would likely do well had they continued on with their ESL studies. Over the past year, the College's ESL department enthusiastically initiated an in-depth evaluation of course-taking patterns. The evaluation results will inform planning and support targeted modifications to the ESL program, to best serve a growing and changing student population with respect to English language needs. The findings will also assist the department in understanding and addressing the concerns revealed in this current study.

Overall, while outcomes for three indicators reveal opportunities for continued efforts and attention, the College maintained above-average performance on four indicators, and even showed improvement on three of these measures. These findings confirm that Southwestern College is continuing to provide exemplary higher education to its students. The upcoming changes in the College's structure and processes are expected to support this trend.



Chancellor's Office
California Community Colleges

1102 Q Street Sacramento, California 95814-6511 www.cccco.edu
ARCC website: http://www.cccco.edu/divisions/tris/rp/ab_1417/ab_1417.htm

State of California

ITEM #20 A3

SOUTHWESTERN COLLEGE
STATEMENT OF REVENUES and EXPENSES
GENERAL FUND - Unrestricted
REPORT ENDING
January 31, 2009

UNRESTRICTED FUNDS

<u>GL Account Description</u>	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>Year-To-Date Actual</u>	<u>%</u>	<u>Year-To-Date Encumbrances</u>	<u>Available Balance</u>
Federal	\$ 85,112	\$ 85,112	\$ 38,833	46%	\$ -	\$ 46,279
State Revenues	\$ 53,070,361	\$ 53,070,361	\$ 32,379,974	61%	\$ -	\$ 20,690,387
Local Revenues	\$ 26,099,118	\$ 26,104,118	\$ 15,816,628	61%	\$ -	\$ 10,287,490
Other Revenues	\$ 3,425,000	\$ 3,425,000	\$ 1,981,024	58%	\$ (1,633)	\$ 1,445,609
Beginning balance	\$ 3,094,308	\$ 3,094,308	\$ 3,094,308	100%	\$ -	\$ -
Total Revenues	\$ 85,773,899	\$ 85,778,899	\$ 53,310,767	62%	\$ (1,633)	\$ 32,469,765
Academic Salaries	\$ 38,454,979	\$ 38,437,221	\$ 21,524,381	56%	\$ -	\$ 16,912,840
Classified and Other Nonacademic Salaries	\$ 18,440,942	\$ 18,470,077	\$ 10,181,987	55%	\$ -	\$ 8,288,090
Employee Benefits	\$ 13,136,507	\$ 13,659,948	\$ 6,490,414	48%	\$ 109	\$ 7,169,424
Supplies and Materials	\$ 2,109,423	\$ 2,062,752	\$ 818,161	40%	\$ 163,377	\$ 1,081,213
Other Operating Expenses and Services	\$ 9,547,220	\$ 10,151,007	\$ 5,160,378	51%	\$ 1,888,791	\$ 3,101,839
Capital Outlay	\$ 2,673,963	\$ 2,087,031	\$ 431,610	21%	\$ 44,263	\$ 1,611,158
Other Outgo	\$ 1,410,865	\$ 910,865	\$ 10,088	1%	\$ -	\$ 900,797
Total Expenses	\$ 85,773,899	\$ 85,778,899	\$ 44,816,998	52%	\$ 2,096,540	\$ 39,065,361
Revenues minus Expenditures	\$ -	\$ -	\$ 8,693,769		\$ -	

SOUTHWESTER COLLEGE
STATEMENT OF REVENUES and EXPENSES
GENERAL FUND - Restricted
REPORT ENDING
January 31, 2009

RESTRICTED FUNDS

<u>GL Account Description</u>	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>Year-To-Date Actual</u>	<u>%</u>	<u>Year-To-Date Encumbrances</u>	<u>Available Balance</u>
Federal Revenues	\$ 1,505,352	\$ 3,987,724	\$ 794,574	20%	\$ -	\$ 3,193,150
State Revenues	\$ 6,274,531	\$ 9,195,277	\$ 7,618,846	83%	\$ -	\$ 1,576,431
Local Revenues	\$ 2,664,774	\$ 3,641,260	\$ 3,228,690	89%	\$ (40)	\$ 412,610
Other Revenues	\$ -	\$ -	\$ (597,486)	0%	\$ (1,722)	\$ 599,208
TOTAL REVENUES	\$ 10,444,657	\$ 16,824,260	\$ 11,044,624	66%	\$ (1,762)	\$ 5,781,399
Academic Salaries	\$ 2,976,821	\$ 3,936,359	\$ 1,615,730	41%	\$ -	\$ 2,320,628
Classified and Other Nonacademic Salaries	\$ 3,803,032	\$ 5,778,341	\$ 3,018,776	52%	\$ -	\$ 2,759,565
Employee Benefits	\$ 1,298,241	\$ 1,864,404	\$ 1,006,459	54%	\$ -	\$ 857,946
Supplies and Materials	\$ 504,407	\$ 912,283	\$ 268,632	29%	\$ 117,624	\$ 526,027
Other Operating Expenses and Services	\$ 1,005,620	\$ 2,609,313	\$ 777,961	30%	\$ 93,831	\$ 1,737,521
Capital Outlay	\$ 395,900	\$ 880,899	\$ 376,404	43%	\$ 78,177	\$ 426,318
Other Outgo	\$ 460,636	\$ 842,661	\$ 429,598	51%	\$ 308,496	\$ 104,567
TOTAL EXPENSES	\$ 10,444,657	\$ 16,824,260	\$ 7,493,560	45%	\$ 598,128	\$ 8,732,572
Revenues minus Expenditures	\$ -	\$ -	\$ 3,551,064		\$ -	

SOUTHWESTERN COLLEGE
STATEMENT OF REVENUES and EXPENSES
GENERAL FUND - Unrestricted/Restricted
REPORT ENDING
January 31, 2009

UNRESTRICTED & RESTRICTED - COMBINED

<u>GL Account Description</u>	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>Year-To-Date Actual</u>	<u>%</u>	<u>Year-To-Date</u> <u>Encumbrances</u>	<u>Available Balance</u>
Federal	\$ 1,590,464	\$ 4,072,836	\$ 833,407	20%	\$ -	\$ 3,239,429
State Revenues	\$ 59,344,892	\$ 62,265,638	\$ 39,998,820	64%	\$ -	\$ 22,266,818
Local Revenues	\$ 28,763,892	\$ 29,745,378	\$ 19,045,318	64%	\$ (40)	\$ 10,700,099
Other Financial Serv	\$ 3,425,000	\$ 3,425,000	\$ 1,383,539	40%	\$ (3,356)	\$ 2,044,817
Beginning Balance	\$ 3,094,308	\$ 3,094,308	\$ 3,094,308	100%	\$ -	\$ -
TOTAL REVENUES -	\$ 96,218,556	\$ 102,603,159	\$ 64,355,391	63%	\$ (3,396)	\$ 38,251,164
Academic Salaries	\$ 41,431,800	\$ 42,373,579	\$ 23,140,112	55%	\$ -	\$ 19,233,468
Classified and Other Nonacademic Salaries	\$ 22,243,974	\$ 24,248,418	\$ 13,200,763	54%	\$ -	\$ 11,047,655
Employee Benefits	\$ 14,434,748	\$ 15,524,352	\$ 7,496,873	48%	\$ 109	\$ 8,027,370
Supplies and Materials	\$ 2,613,830	\$ 2,975,034	\$ 1,086,793	37%	\$ 281,001	\$ 1,607,241
Other Operating Expenses and Services	\$ 10,552,840	\$ 12,760,320	\$ 5,938,337	47%	\$ 1,982,622	\$ 4,839,360
Capital Outlay	\$ 3,069,863	\$ 2,967,930	\$ 808,014	27%	\$ 122,439	\$ 2,037,476
Other Outgo	\$ 1,871,501	\$ 1,753,526	\$ 439,666	25%	\$ 308,496	\$ 1,005,363
TOTAL EXPENDITURES -	\$ 96,218,556	\$ 102,603,159	\$ 52,110,558	51%	\$ 2,694,668	\$ 47,797,933
Revenues minus Expenditures	\$ -	\$ -	\$ 12,244,833		\$ -	

SOUTHWESTERN COLLEGE
STATEMENT OF REVENUES
GENERAL FUND - Unrestricted/Restricted (Combined)
Report Ending
January 31, 2009

	GL Account	Adopted Budget	Revised Budget	Year-To-Date Actual	%	Year-To-Date	
						Encumbrances	Available Balance
Federal Revenues	1. Vet Ed Outreach Program	479,784	479,784	328,501	68%	0	151,283
	2. Military Personnel Development Con.	93,267	93,267	53,502	57%	0	39,765
	3. Federal Student Financial Aid	53,971	53,971	0	0%	0	53,971
	4. FWS Admin Allowance - Pell	0	0	15,675	0%	0	-15,675
	5. Veterans Services	6,141	6,141	0	0%	0	6,141
	6. VATEA	811,504	896,579	134,003	15%	0	762,576
	7. Other Federal Revenue	145,797	2,543,094	301,726	12%	0	2,241,368
	Total Federal Revenues	1,590,454	4,072,836	833,407	20%	0	3,239,429
State Revenues	8. Two Percent Bogg	75,000	75,000	46,173	62%	0	28,827
	9. State General Apportionment	422,411	502,149	211,819	42%	0	290,330
	10. Princ. State Apptmt	50,515,251	50,515,251	30,337,998	60%	0	20,177,253
	11. Prior Year General Apportionment	0	0	0	0%	0	0
	12. Basic Skills Growth	544,786	1,004,946	2,538,991	253%	0	-1,534,045
	13. PT Faculty Parity	653,332	653,332	349,289	53%	0	304,043
	14. Categorical Apportionment	355,000	720,310	441,480	61%	0	278,830
	15. EOPS	2,051,954	2,494,713	1,476,995	59%	0	1,017,718
	16. Phy Hand Exces Cost	1,225,584	1,403,219	792,582	56%	0	610,637
	17. District Match	-264,982	18,294	0	0%	0	18,294
	18. Other Categorical Apportionment	670,368	1,113,734	793,944	71%	0	319,790
	19. Matriculation	898,878	1,088,900	599,251	55%	0	489,649
	20. Tax Relief Subvent	200,000	200,000	106,261	53%	0	93,739
	21. Lottery Proceedes	1,988,310	2,026,459	673,620	33%	0	1,352,839
	22. Trailer License Fee	9,000	9,000	6,514	72%	0	2,486
	23. Other State Revenues	0	440,330	1,623,902	369%	0	-1,183,572
	Total State Revenues	59,344,892	62,265,538	39,998,820	64%	0	22,266,818
Local	Beginning Balance Local:	3,094,308	3,094,308	3,094,308	100%	0	0
	24. Secured Roll Taxes	18,344,909	18,344,909	9,757,997	53%	0	8,586,912

SOUTHWESTERN COLLEGE
STATEMENT OF REVENUES
GENERAL FUND - Unrestricted/Restricted (Combined)
Report Ending
January 31, 2009

Revenues	GL Account	Adopted Budget	Revised Budget	Year-To-Date Actual	%	Year-To-Date Encumbrances	Available Balance
	25. Unsecured Roll Taxes	700,000	700,000	162,138	23%	0	537,862
	26. Prior Year Taxes	700,000	700,000	728,815	104%	0	-28,815
	27. Donations	0	18,562	81,715	440%	0	-63,153
	28. GF : Student Lost/Overaged Checks	51,000	51,000	18,161	36%	0	32,839
	29. GF : Overage Warrants/Payroll	0	0	636	0%	0	-636
	30. ROP Contract	910,136	910,136	402,396	44%	0	507,740
	31. Local Contract Services	0	0	168	0%	0	-168
	32. Individual Service Contracts	0	328,697	342,729	0%	-40	-13,992
	33. Sale of Publications	0	31,189	132,065	0%	0	-100,876
	34. Cash Over	0	0	551	0%	0	-551
	35. CDC Rental	95,000	95,000	54,930	58%	0	40,070
	36. Game Room Income	6,000	6,000	12,307	205%	0	-6,307
	37. Facility Use Fee	145,000	256,113	122,598	0%	0	133,515
	38. Interest Earned	600,000	600,000	194,109	32%	0	405,891
	39. Two Percent Enrollment Split	0	0	0	0%	0	0
	40. Community Services	0	26,060	58,748	225%	0	-32,688
	41. Enrollment Fees	3,909,209	3,909,209	3,750,765	96%	0	158,444
	42. Health Fee	530,694	535,744	571,565	107%	0	-35,821
	43. Other Student Fees	60,000	60,000	37,846	63%	0	22,154
	44. Tuition Fee	800,000	800,000	890,756	111%	0	-90,756
	45. Parking Services Fee	1,086,217	1,086,217	707,080	65%	0	379,137
	46. Credit By Exam	2,000	2,507	13,924	555%	0	-11,417
	47. Course Audit	18,000	18,000	14,533	81%	0	3,468
	48. Fines and Collection Charges	0	0	124,805	0%	0	-124,805
	49. Cobra	0	0	58	0%	0	-58
	50. Misdemeanor Permit Charge	0	0	392	0%	0	-392
	51. Local Miscellaneous Income	792,727	1,242,225	799,110	64%	0	443,115
	52. Transfer in Staff Parking	10,000	10,000	0	0%	0	10,000
	53. Other Local Revenues	3,000	13,810	64,423	466%	0	-50,613

SOUTHWESTERN COLLEGE
STATEMENT OF REVENUES
GENERAL FUND - Unrestricted/Restricted (Combined)
Report Ending
January 31, 2009

GL Account	Adopted Budget	Revised Budget	Year-To-Date Actual	%	Year-To-Date Encumbrances	Available Balance
Total Local Revenues	31,858,200	32,839,686	22,139,626	67%	-40	10,700,099
Other Revenues (Transfers In)						
54. Transfer In - Bookstore	175,000	175,000	0	0%	0	175,000
55. Transfers In	1,750,000	1,750,000	1,750,000	100%	0	0
56. Temporary Loan	0	0	0	0%	0	0
57. Board Reserve	1,500,000	1,500,000	0	0%	0	1,500,000
58. Revenue Suspense	0	0	-366,461	0%	-3,356	369,817
Total Other Revenues	3,425,000	3,425,000	1,383,539	40%	-3,356	2,044,817
Total Revenues	96,218,556	102,603,159	64,355,391	63%	-3,396	38,251,164

SOUTHWESTERN COLLEGE
STATEMENT OF EXPENSES
GENERAL FUND - Restricted/Unrestricted (Combined)
REPORT ENDING
January 31, 2009

EXPENSES - COMBINED

<u>Description</u>	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>Year-To-Date Actual</u>	<u>%</u>	<u>Year-To-Date Encumbrances</u>	<u>Available Balance</u>
1. Academic Salaries - Contract	18,530,588	18,530,588	10,688,052	58%	0	7,842,536
2. Academic/Non Instructional Sals- Contract	7,668,637	7,695,728	4,050,850	53%	0	3,644,878
3. Academic Salaries - Hourly	13,793,039	14,086,505	7,666,368	54%	0	6,420,137
4. Academic/Non Inst Salaries - Hourly	1,439,536	2,060,758	734,841	36%	0	1,325,917
5. Classified Salaries -Contract	18,888,825	19,680,001	11,284,499	57%	0	8,395,502
6. Classified Non-Instructional Hourly	2,455,700	3,236,377	1,399,795	43%	0	1,836,582
7. Classified Instructional Hourly	899,449	1,332,040	516,469	39%	0	815,570
8. Employee Benefits	14,434,748	15,524,352	7,496,873	48%	109	8,027,370
9. Text Books	28,829	28,829	17,992	62%	1,180	9,658
10. Books or Manuals	21,318	10,430	4,284	41%	0	6,145
11. Supplies and Materials	1,801,010	1,912,826	692,280	36%	156,508	1,064,038
12. Periodicals	154,813	202,422	80,776	40%	37,099	84,546
13. Printing & Other	478,464	536,542	213,257	40%	61,381	261,904
14. Merchant Write-Offs	21,246	31,577	7,596	24%	4,516	19,465
15. Supplies	108,150	252,408	70,606	28%	20,317	161,484
16. Operating Expense	0	0	0	0%	0	0
17. Contract Services	1,780,853	3,143,439	904,046	29%	75,122	2,164,271
18. Classified Travel	584,815	838,843	271,066	32%	30,485	537,293
19. Dues Memberships	156,019	237,392	101,836	43%	2,615	132,941

SOUTHWESTERN COLLEGE
STATEMENT OF EXPENSES
GENERAL FUND - Restricted/Unrestricted (Combined)
REPORT ENDING
January 31, 2009

EXPENSES - COMBINED

<u>Description</u>	<u>Adopted Budget</u>	<u>Revised Budget</u>	<u>Year-To-Date Actual</u>	<u>%</u>	<u>Year-To-Date Encumbrances</u>	<u>Available Balance</u>
20. Insurance	855,228	855,228	877,080	103%	850	-22,703
21. Phone Costs/Utilities	3,084,162	3,085,141	1,474,841	48%	1,392,392	217,907
22. Maintenance Contracts	2,907,978	3,042,219	1,955,310	64%	473,867	613,042
23. Postage	786,381	1,001,961	107,410	11%	6,458	888,092
24. Other Operating Expenses	586,200	585,941	279,914	49%	833	285,195
25. Indirect	-188,796	-9,843	-33,165	337%	0	23,322
26. Sites and Site Improvement	57,130	57,130	11,464	20%	4	45,662
27. Buildings	93,841	93,841	14,143	15%	5,304	74,394
28. Books & Book Abatement	76,247	89,243	68,935	77%	7,026	13,281
29. Equipment	2,842,645	2,727,716	713,472	26%	110,105	1,904,139
30. Interfund Transfers	345,000	345,000	0	0%	0	345,000
31. Student Financial Aid	1,063	1,063	15,495	1458%	0	-14,432
32. Other Payments to Students	535,573	917,598	438,122	48%	308,496	170,980
33. Golden Handshake	989,865	489,865	-13,950	-3%	0	503,815
GRAND TOTAL	96,218,556	102,603,159	52,110,558	51%	2,694,668	47,797,933

ITEM #20 A4

Southwestern Community College District
General Fund Cash Analysis
for Period Ending January 31, 2009

	July	August	September	October	November	December	January	Average
Beginning Cash	8,043,603	5,406,882	1,403,926	5,222,793	11,219,365	10,589,557	14,226,146	8,016,039
Deposits	4,761,142	4,721,373	12,537,243	25,562,332	7,313,377	11,934,826	9,605,802	10,919,442
Cash Available	12,804,745	10,128,255	13,941,169	30,785,125	18,532,742	22,524,383	23,831,948	18,935,481
Disbursements	(7,397,863)	(8,724,329)	(8,718,377)	(19,565,760)	(7,943,185)	(8,298,237)	(8,352,038)	(9,857,113)
Month Ending Balance	5,406,882	1,403,926	5,222,792	11,219,365	10,589,557	14,226,146	15,479,910	9,078,368

Cash Flow

Cash flow refers to the amounts of cash received and spent by a business or organization during a defined period of time. It is usually reviewed on monthly, quarterly, or annual basis. Cash received (deposits) are the source of income and Cash outlay (expenditures) are the resources used for operating expenses.

ITEM #20 A5



HEALTH SERVICES ANNUAL REPORT

ACADEMIC YEAR 2007-2008

Prepared by:

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Overview

The Health Services Report for 2007–2008 provides an overview of the events sponsored by the Health Services and Personal Wellness programs.

Program Descriptions

Health Services

The mission of Health Services is to promote, encourage, and assist students and staff to maintain good health and safety habits for themselves, their families, and their communities, while in pursuit of their academic goals and objectives.

Personal Wellness Services

The overall purpose of the Personal Wellness Services is to provide high quality behavioral health care to students in order to support their emotional well being, academic success and retention at the college.

Highlights

Health Services

- Medical Services – Nursing personnel provide ongoing emergency medical care, first aid, health counseling, and referral services to students and staff, including arranging emergency transportation to appropriate medical facility or residence. On average, nurses respond to nearly ten medical emergencies per month. One of Health Services' most valued programs includes physician services offered exclusively to enrolled students. The physician provides medical assessments, diagnoses, medical management, treatments, and physicals free of charge.
- Immunization Program – Health Services' immunization program is widely used by students enrolled in Allied Health programs and students transferring to universities. This academic year, Health Services administered over 110 immunizations (Measles, Mumps, Rubella; Tetanus-Diphtheria Toxoid; Hepatitis B). During the flu season, Health Services administered over 400 influenza vaccines.
- Health Screenings – Health Services provides numerous types of health screenings. Tuberculosis (TB) testing is our most frequently used screening. This past year, we administered over 800 TB tests, and processed more than 850 blood tests. Blood testing is critical in screening patients for high cholesterol, diabetes, and anemia. Other screenings offered include vision (Snellen tests), blood pressure, vital signs, urinalysis, body fat measurements, and pregnancy testing.
- Educational Workshops – Workshops are coordinated by the nursing staff. As an incentive to attendance, students may either receive CARE (Cooperative Agencies Resources for Education) credit or extra credit for health, psychology, and biology classes. Health Services has worked collaboratively with Staff Development in offering educational incentive to faculty and staff who attend workshops. Health topics range from shingles, tuberculosis, family planning, hepatitis, and exercise. Health Services has also utilized guest speakers to

enhance the program—the Coordinated Assistance Services Advocacy (CASA) San Ysidro was invited to speak on HIV, and "Bird Flu" was presented by the San Diego County Health Department.

- Physician Services – Health Services provides weekly physician services offered exclusively to currently enrolled students. The college physician provides medical assessments, diagnoses, medical management, treatments and physicals free of charge. A 9% growth is noted this year in the utilization of physician services.
- Health Promotional Fairs – The fairs give students an opportunity to discover various types of health programs that are available in the community. The fairs also provide students with a wealth of health information. This year, Health Services sponsored its 6th Annual Health & Wellness Fair. The Health & Wellness fair is a comprehensive fair, which brought more than 25 community agencies to the campus.
- Community Service Projects – Health Services promotes various noteworthy community service projects a year. Health Services sponsors such activities not only to give back to the community, but to foster communal relations among students and staff. Our 6th Annual new/used warm clothing and blanket drive collected over 500 bags, doubling its donations from the previous year to the San Diego Rescue Mission shelter. Health Services organized more than double the number of blood drives to ten this year. Thus, notating a 54% increase in the number of units donated to 420. We collected over 250 eyeglasses, which were donated to Lion's Optometric. During the fall, we gathered Yoplait yogurt lids for the Susan G. Komen Foundation.
- Crisis Response Team – Health Services is a contributing member of the Crisis Response Team. Nursing is one of the four parts of the Crisis Response model. The nurses' role in crisis response is the following: take the lead in medical/first aid emergencies; provide training within service area; facilitate interaction with community/college resources; provide short-term therapeutic interaction.
- Internship/Volunteer – Health Services had the privilege to mentor a registered nurse who was working on his Master's Degree in nursing. Under the direct supervision of the Campus Nurse, the intern was acclimated to college health by performing nursing duties, as well as participating in key events such as Health Service's Annual Health & Wellness Fair and outreach programs at the Otay Mesa campus.
- Health Services Expansion – Health Services opened a new site at the Higher Education Center, Otay Mesa. This site provides services primarily to the Allied Health programs and Police Academy. In its first year, Health Services served a total of 270 individuals, of which 84% of individuals seen were students.

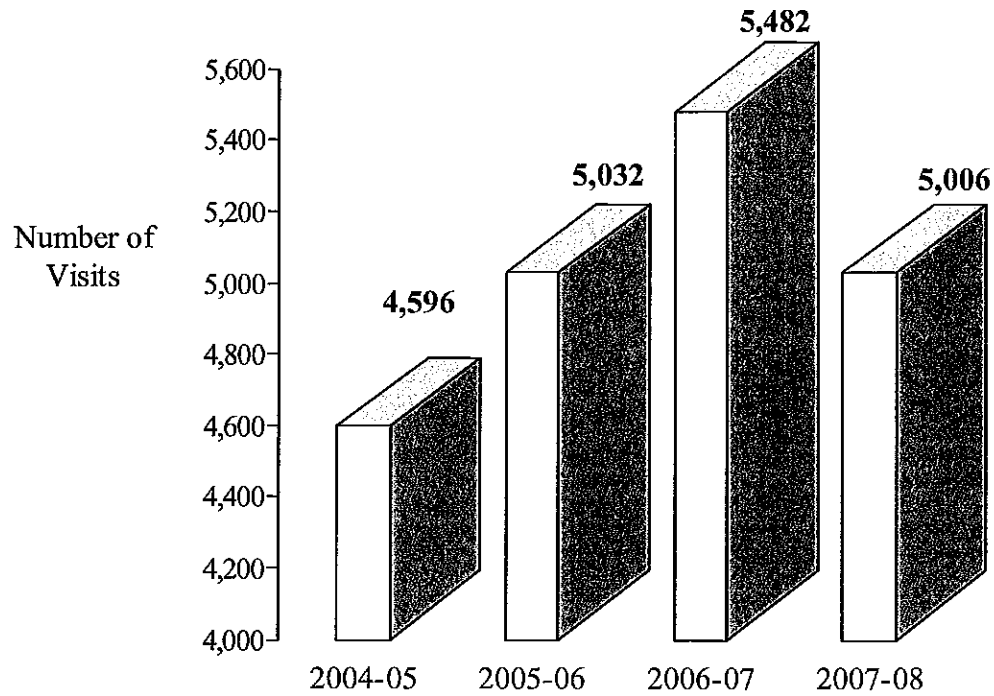
Personal Wellness Services

- Individual Psychotherapy – Personal Wellness Services provides individual psychotherapy sessions daily. The number of students receiving individual psychotherapy has dramatically increased by 78% over the last two years, from 185 to 847 total visits. An individual psychotherapy session is provided by the campus psychologist, a psychology doctoral student or a Marriage Family Therapist (MFT) intern. Individual psychotherapy may include

services such as psychological assessment, crisis intervention, supportive counseling, case management and/or referral to community services.

- Group Sessions/Educational Workshops – Personal Wellness Services has facilitated over 25 group sessions and/or workshops, which include topics such as Anger Management, Meditation/Relaxation Training, Overcoming Obstacles, Shyness, Stress Management and Substance Abuse Prevention.
- Personal Wellness Services Internship Program – The college psychologist supervises one psychology doctoral student and four Marriage Family Therapist interns. All trainees/interns provide individual, group and couples therapy, as well as educational workshops.
- Survey - Data from a “Student Satisfaction with Therapy Services” survey conducted in spring 2008 indicated that 100% of the students that responded felt that the *services they received helped them reach their personal and educational goals.*
- Community Relations - In addition to the therapy services, Personal Wellness Services has developed relationships with various community agencies including San Diego County Mental Health, San Diego County’s Psychiatric Emergency Response Team (PERT), San Diego County’s Access and Crisis Line, and South Bay Guidance Center.

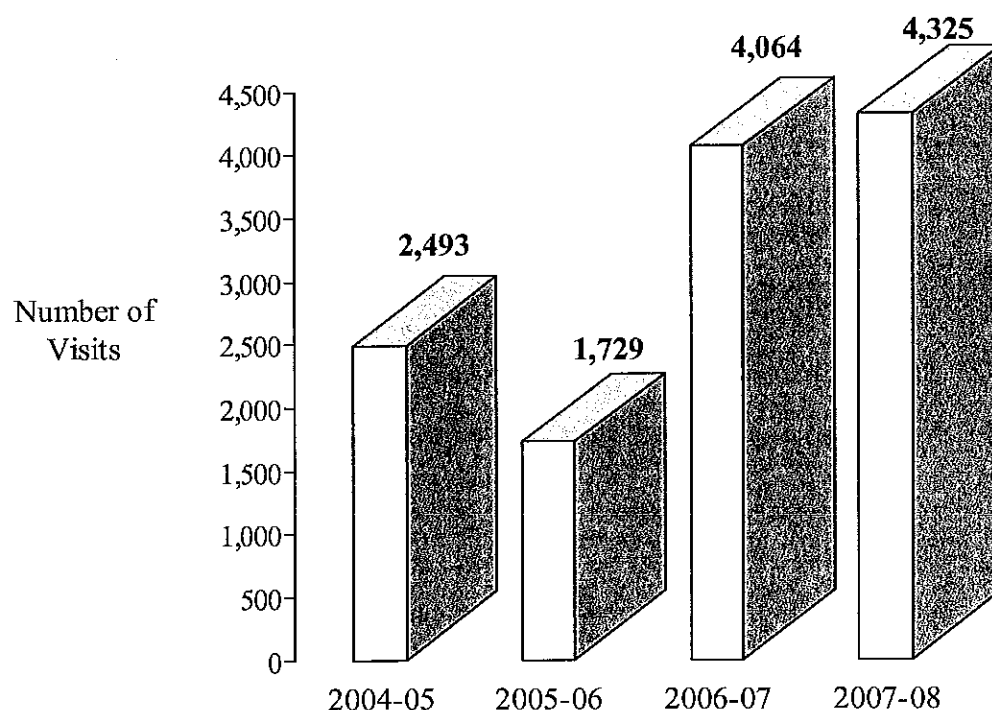
Graph 1: Number of First Aid Visits



Between academic years 2004 and 2008:

- First aid continues to be the most widely used service.
- First aid visits have remained fairly constant in the last four years.

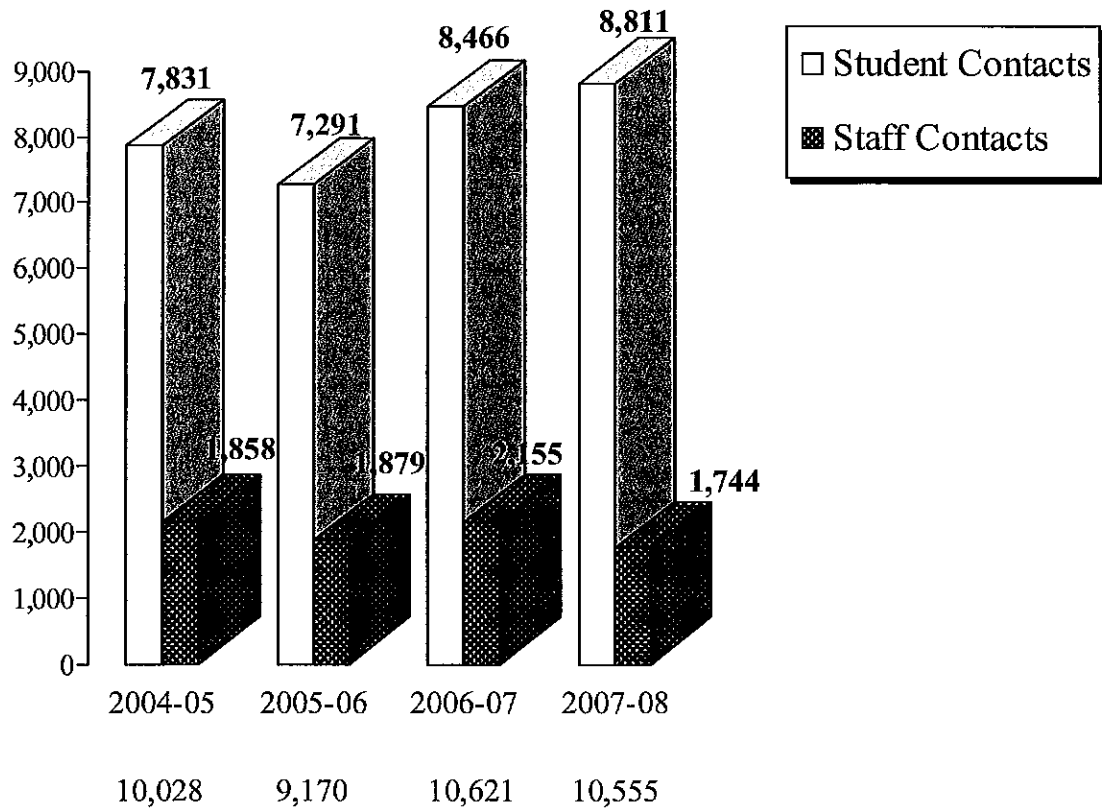
**Graph 2: Number of Individuals Seen for
“Monitoring and Screening” Services**



Between academic years 2004 and 2008:

- A marked increase of 61% in “Monitoring and Screening” type services is noted in the last two academic years.
- Monitoring and Screening includes services such as blood pressures, blood testing (cholesterol, diabetes, anemia), vision screening, urinalysis, etc.

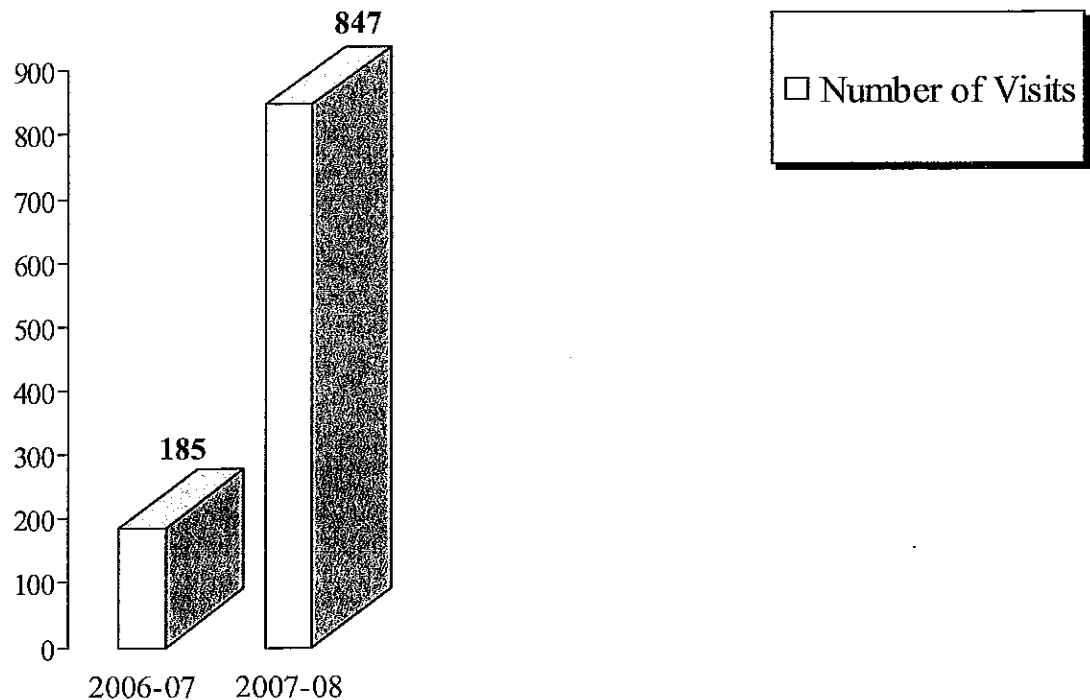
Graph 3: Overall Utilization of Health Services



Between academic years 2004 and 2008:

- The total utilization of Health Services has remained fairly constant. However, a slight increase in total utilization is noted in 2007-08.
- Although years 2006-07 and 2007-08 remain fairly constant, the college campus was closed for a week due to wildfires in fall 2007.

Graph 4: Number of Individual Psychotherapy Visits



Between academic years 2006 and 2008:

- Individual psychotherapy visits cover an array of services: psychological assessments, diagnosis, treatment, and counseling.
- A dramatic increase of 78% is noted in the number of individual psychotherapy visits.
- A marked increase in visits may be attributed to the hiring of a psychologist and the inception of the Personal Wellness Services.